OCIDENTAL
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Motor Vehicle Insurance - Fleets

General and Special Conditions of the Policy

Customer Support: 210 042 490 / 226 089 290
Personalized customer service available all business days from 8:30 a.m. to 7:00 p.m.
Cost of a call to the national fixed network

www.ocidental.pt

Ageas Portugal - Companhia de Seguros, Public limited company, with head office at Praça Príncipe Perfeito n.º 2, 1990-278 Lisboa. Legal Person No. 503454109. Porto Trade Register. Share Capital of 7.500.000 Euros. Registration ASF 1129, www.asf.com.pt

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General and Conditions of the Policy
PART I - OF THE COMPULSORY MOTOR VEHICLE INSURANCE

PRELIMINARY CLAUSE

1 – Ageas Portugal - Companhia de Seguros S.A., hereinafter referred to as Insurer and the Insurance Policyholder mentioned in the Particular Conditions, hereby establish an insurance contract which is regulated by the present General Conditions and Particular Conditions, as well as, if contracted, the Special Conditions.

2 - The individualisation of the present contract is made in the Particular Conditions with, among others, identification of the parties and their respective domicile, the data of the Insured Person, the data of the Insurer's representative for purposes of incident claims, and the determination of the premium or formula of the corresponding calculation.

3 - The Special Conditions foresee the coverage of other risks and guarantees apart from those established in the present General Conditions and require specific identification in the Particular Conditions.

4 - The present contract also includes, apart from the Conditions established in the preceding numbers which constitute the policy, the documents stipulated in Clause 21, as well as the specific advertising messages and objectives which are contrary to clauses of the Policy, unless the latter are more favourable to the Insurance Policyholder or injured third party.

5 - The provisions established in the previous number are not applicable to advertising messages whose end of issue took place more than one year before the signing of the contract, or when the actual messages stipulate a validity period and the contract has been signed outside of that period.

6 - The text of Chapter III and Title II of Decree-Law 291/2007, of 21 August, is available on the website www.ocidental.pt in an easy form, free of charge and possible to print. This text establishes the rules and procedures to be observed by insurers with a view to promptly and diligently assuring compliance with their responsibility and payment of the indemnities due in the case of an incident claim under motor vehicle third party liability insurance.

CHAPTER I
DEFINITIONS, OBJECT AND GUARANTEES OF THE CONTRACT

CLAUSE 1 – DEFINITIONS

For the effects of the present contract, the following definitions are applicable:

a) POLICY: the series of Conditions identified in the previous clause in which the concluded insurance contract is formalised;

b) INSURER: Ageas Portugal - Companhia de Seguros, S.A., the entity legally authorised to operate the compulsory motor vehicle third party liability insurance, which underwrites the present contract;

c) Insurance Policyholder: the person or entity taking out the contract with the Insurer and responsible for the payment of the premium;

d) INSURED PERSON: the person or entity holding the insured interest;

e) THIRD PARTY: person that, as a consequence of an accident covered by this contract, suffers damage which, under the terms of civil law and this policy, may be compensated or indemnified;

f) INCIDENT: the total or partial occurrence of the event that triggers the activation of the risk coverage established in the contract, where an event or series of events arising from the same cause is considered to be a single incident;

g) BODILY INJURY: loss derived from an injury to physical or mental health, including death;

h) MATERIAL DAMAGE: loss derived from injury to a movable item, immovable item or animal;

i) DEDUCTIBLE: value of the settlement of the incident claim which, under the terms of the insurance contract, is not payable by the Insurer.

CLAUSE 2 – OBJECT OF THE CONTRACT

1- The present contract is intended to comply with the civil liability insurance obligation arising from the operation of motor vehicles provided in article 1-A, Decree-Law No. 291/2007 of 21 August, as currently amended.

2- For the purposes of this contract, a vehicle is in circulation if it is used in a manner consistent with its normal function as a means of transporting persons and goods at the time of the incident, regardless of the vehicle's characteristics, the terrain on which it is being used, or whether it is stationary or in motion.

3- The present contract guarantees, up to the limits and under the legally established conditions:

a) the civil liability of the Policyholder, owner of the vehicle, usufructuary, acquirer with reservation of ownership or lessee under a leasing transaction, as well as the vehicle's legitimate users and drivers, for damages, bodily and material, caused to third parties;

b) The satisfaction of the repair due by the perpetrators of theft, robbery, unauthorised use of vehicles;

c) The satisfaction of restitution due to intentionally-caused traffic accidents.

CLAUSE 3 – TIME AND TERRITORIAL SCOPE

1- The present contract covers third party liability arising from accidents occurred:

a) in the entire territory of the countries whose national insurance services have subscribed to the Agreement between national insurance services, including the sojourn time in some of them during the contractual validity period;

b) in the journey directly connecting two territories where the European Economic Area Agreement is applicable, when there is no national insurance service along that journey.

2- The countries referenced in sub-section (a) of the preceding clause are specifically indicated in the contract or in the supporting documents.

3- The contract may also cover third party liability derived from the vehicle's circulation in other countries apart from those mentioned in number 1, specifically in States where there is a national insurance service that has subscribed to section II of the Regulations attached to the Agreement between national insurance services, provided that it is guaranteed by an international insurance certificate ("green card") that is valid for circulation in these countries.

4- The present contract covers third party liability arising from accidents occurred during the contract validity period under the applicable legal terms.

CLAUSE 4 – MATERIAL SCOPE

1- The present contract covers:

a) In relation to accidents occurring in the territory of Portugal, the obligation to compensate as established in civil law, within the limits and under the conditions set out in Decree-Law No. 291/2007 of 21 August, in its current wording;

b) in relation to accidents that occur within the territories of other countries whose national insurance services have adhered to the Agreement between national insurance services, the obligation to indemnify established in the law applicable to the accident, with the limits and under the conditions laid down in the relevant compulsory motor insurance law, which, in accidents that occur within the territories where the European Economic Area Agreement is applied, it is replaced by Portuguese law whenever the latter establishes a higher coverage;

c) relative to accidents occurred in the journey foreseen in subparagraph b) of number 1 of the previous clause, only damage of residents in Member States and countries whose national insurance services have subscribed to the Agreement between national insurance services and under the terms of Portuguese law.

2- The present contract covers damage occurred to pedestrians, cyclists and other non-motorised users of roads only when and to the extent that the law applicable to third party liability derived from a motor vehicle accident determines compensation of this damage.

CLAUSE 5 – EXCLUSIONS OF THE COMPULSORY GUARANTEE

1- The compulsory guarantee of the insurance excludes bodily injury occurred to the driver of the vehicle responsible for the accident, as well as damage derived from this bodily injury.

2- The compulsory guarantee of the insurance also excludes any material damage caused to the following persons:

a) driver of the vehicle responsible for the accident;

b) Insurance Policyholder;

c) everyone whose liability is, under the legal terms, guaranteed, namely as a consequence of co-ownership of the insured vehicle;

d) companies or legal representatives of the legal persons responsible for the accident, when in the performance of their duties;

e) spouse, ascendants, descendants or adopted persons of the persons referred to in subparagraphs a) to c), as well as other family members or similar up to the 3rd degree of these same persons, but, in this last case, only when they live with them in the same house or are dependent on them;

f) those who, under the terms of articles 495, 496 and 499 of the Civil Code, benefit from an indemnity claim derived from connections to any of the persons referred to in the previous subparagraphs;

g) passengers, when transported in breach of the passenger transport rules established in the Highway Code, which disclose the special arrangements relative to the transport of children, transport not on seats and transport on motorcycles, tricycles, quadricycles and motor-assisted bicycles.

3- In the case of death, as a consequence of the accident, of any of the persons referred to in

subparagraphs e) and f) of the previous number, any indemnity to the person responsible for the accident is excluded.

4- The compulsory guarantee of the insurance also excludes:

a) damage caused to the actual insured vehicle;
b) damage caused to the items transported in the insured vehicle, whether during transport or in loading and unloading operations;
c) any damage caused to third parties as a consequence of loading and unloading operations;
d) damage directly or indirectly due to explosion, release of heat or radiation, derived from nuclear fission or fusion, acceleration of particles or radioactivity;
e) any damage occurred during sports competitions and respective official training, unless involving sports training insurance, in which case the present general conditions are applicable with the due adaptations foreseen for the purpose by the parties.

5- In cases of robber, theft or unauthorised use of vehicles and road accidents caused in deliberate transgression of duty, the insurance does not cover indemnities payable by the respective perpetuators and accomplices to the owner, usufructuary, acquirer with reservation of ownership or lessee under financial leasing arrangements, nor to the perpetuators or accomplices or transported passengers who knew about the illegitimate possession of the vehicle and were transported in it of their own free will.

CHAPTER II
INITIAL AND SUPERVENING RISK STATEMENT

CLAUSE 6 – DUTY TO MAKE AN INITIAL RISK STATEMENT

1- The Insurance Policyholder and Insured Person shall, before signing the contract, issue an accurate statement on all the circumstances they are aware of and should reasonably consider significant for the appraisal of the by the Insurer.

2- The provisions in the previous number are also applicable to circumstances which are not specifically requested in the questionnaire supplied by the Insurer for the purpose.

3- Following acceptance of the contract, the Insurer cannot, except in the case of deliberate fraud by the Insurance Policyholder or Insured Person for the purpose of obtaining an advantage, avail itself of:

a) the omission of an answer to a question in any questionnaire;
b) an inaccurate answer to a question formulated in overly general terms;
c) incoherence or evident contradiction in answers to the questionnaire;
d) a fact that its representative, at the time of signing the contract, knew to be inaccurate or, when having been omitted, knew about:
e) circumstances known to the Insurer, especially when public and notorious.

4- Before signing the contract, the Insurer should clearly inform the potential Insurance Policyholder or Insured Person about the duty referred to in number 1, as well as the arrangement in the event of its breach, under penalty of incurring third party liability, under the general terms.

CLAUSE 7 – DELIBERATELY FRAUDULENT BREACH OF THE DUTY TO MAKE AN INITIAL RISK STATEMENT

1- In the case of the deliberately fraudulent failure to comply with the provisions in number 1

of the previous clause, the contract shall be annullable by statement sent by the Insurer to the Insurance Policyholder.

2- If no incidences have occurred, the statement referred to in the previous number should be sent within the period of three months counted from the time that this breach is known.

3- The Insurer is not obliged to cover any accident that occurs before becoming aware of the intentional breach referred to in number 1 or during the period established in the previous number, and should follow the general arrangement for annulment.

4- The Insurer is entitled to the premium payable up to the end of the period referred to in number 2, unless the Insurer or its representative has committed deliberate fraud or gross negligence.

5- In the case of deliberate fraud by the Insurance Policyholder or Insured Person for the purpose of obtaining an advantage, the premium is payable up to the end of the contract.

CLAUSE 8 – NEGLIGENT BREACH OF THE DUTY TO MAKE AN INITIAL RISK STATEMENT

1- In the case of the breach with negligence of the duty referred to in number 1 of Clause 6, the Insurer may, by statement sent to the Insurance Policyholder, within the period of three months counted as of its knowledge:

a) propose an amendment to the contract, establishing a deadline, of at least 14 days, for the sending of its acceptance or, if permissible, the submission of a counter-proposal;
b) terminate the contract, demonstrating that, under no circumstances whatsoever, will the Insurer conclude contracts covering risks related to the omitted or misrepresented fact.

2- The contract ceases its effectiveness 30 days after the sending of the notice of termination or 20 days after the Insurance Policyholder has received the proposed amendment, should the Insurance Policyholder neither respond nor reject this proposal.

3- In the case referred to in the previous number, the premium is returned *pro rata temporis* according to the coverage that has occurred.

4- If, before the termination or amendment of the contract, an incident occurs whose occurrence or consequences have been influenced by a fact relative to which there were negligent omissions or inaccuracies:

a) the Insurer shall cover the incident in the proportion of the difference between the premium paid and premium that would have been payable if, when the contract was signed, the Insurer had known the omitted or misrepresented fact;
b) the Insurer, demonstrating that in no case whatsoever would it have concluded the contract if it had known of the omitted or misrepresented fact, shall not cover the incident and is solely bound to return the premium.

CLAUSE 9 – INCREASED RISK

1- The Insurance Policyholder or Insured Person is duty bound, during the enforcement of the contract, to, within the period of 14 days counted as of becoming aware of the fact, inform the Insurer of all the circumstances that increase the risk, provided that, had the Insurer known about these circumstances at the time of signing the contract, this might have influenced the decision to enter into the contract or conditions of the contract.

2- Within 30 days of knowing about the increased risk, the Insurer may:

a) present the Insurance Policyholder with a proposal to modify the contract, which the latter should accept or refuse during an equal period of time, after which it is understood that the proposed modification has been approved;
b) cancel the contract, demonstrating that, under no circumstances, will the Insurer sign contracts covering risks with the characteristics resulting from this increased risk.

3- The cancellation takes effect 14 days after its communication.

CLAUSE 10 – INCIDENT AND INCREASED RISK

1- If, before the termination or amendment of the contract under the terms established in the previous clause, an incident occurs whose occurrence or consequences have been influenced by the increased risk, the Insurer:
a) shall cover the risk, carrying out the agreed payment, if the increased risk has been correctly communicated in due time before the incident or before the period established in number 1 of the previous clause has elapsed;
b) shall partially cover the risk, reducing its payment in the proportion between the premium effectively charged and the premium that would have been payable according to the real circumstances of the risk, if the increased risk had been correctly communicated in due time before the incident;
c) may refuse the coverage in the case of deliberate fraud by the Insurance Policyholder or Insured Person for the purpose of obtaining an advantage, maintaining right to the overdue premiums.

2- In the situation established in subparagraphs a) and b) of the previous number, when the increased risk is caused by the Insurance Policyholder or Insured Person, the Insurer is not duty bound to make the payment, if it can demonstrate that under no circumstances whatsoever, will the Insurer conclude contracts with the features arising from this increased risk.

CHAPTER III
PAYMENT AND ALTERATION OF THE PREMIUMS

CLAUSE 11 – PREMIUM DUE DATE

1- Unless agreed otherwise, the initial premium or its first instalment falls due on the date of the signing of the contract.

2- The following instalments of the initial premium, the subsequent annuity premiums and the successive instalments of it are payable on the dates established in the contract.

3- The variable amount of the premium relative to value adjustment and, when applicable, any part of the premium corresponding to contract amendments are payable on the dates indicated in the respective notices.

CLAUSE 12 – COVERAGE

The risk coverage depends on the prior payment of the premium.

CLAUSE 13 – PREMIUM PAYMENT NOTICE

1- During the enforcement of the contract, the Insurer must notify the Policyholder or Insured Person in writing of the amount payable, as well as the form and place of payment, at least 30 days in advance of the date when the premium or its instalments fall due.

2- The notice must present, in a legible manner, the consequences of non-payment of the premium or its instalment.

3- For insurance contracts where it is agreed that premium should be paid in instalments every three months or less and whose contractual documentation indicates the due dates of the successive instalments of the premium and the corresponding amounts payable, as well as the consequences of their non-payment, the Insurer can decide not to send the notice referred to in number 1. In this case, the Insurer is responsible for proving the issue, acceptance and sending to the Insurance Policyholder of contractual documental referred to in this number.

CLAUSE 14 – PREMIUM PAYMENT NOTICE

1- Non-payment of the initial premium or its first instalment, on the due date, determines the automatic cancellation of the contract as of the date of its conclusion.

2- Failure to pay the premium of subsequent annuities or its first instalment, on the due date, will prevent the extension of the contract.

3- Non-payment determines the automatic cancellation of the contract on the due date of:

a) an instalment of the premium in the course of an annuity;
b) an adjustment premium or part of a premium of a variable amount;
c) an additional premium arising from an amendment to the contract based on a supervening increase of risk.

4- Non-payment, by the due date, of an additional premium arising from a contractual amendment shall make the amendment void, with the contract remaining with the scope and under the conditions that were enforced before the intended amendment, unless the contract proves impossible to remain in effect, in which case it shall be deemed to have been cancelled on the unpaid premium due date.

CLAUSE 15 – ALTERATION OF THE PREMIUM

1- If there is no alteration to the risk, any alteration to the premium applicable to the contract will only take effect on the following annual due date.

2- The alteration of the premium by application of a no claims bonus or due to increased claims, regulated in Chapter VIII, is applied on the maturity date following the confirmation of the fact.

CHAPTER IV
TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT

CLAUSE 16 – START OF COVERAGE AND EFFECTIVENESS

1- The Commencement of the contract validity period, specifying the day and time, is established in the policy, in recognition of the provisions in clause 11.º.

2- If the day and time on which the contract takes effect differ from the commencement of the contract validity period, those details shall likewise be established in the policy.

CLAUSE 17 – DURATION

1- The duration of the contract is indicated in this contract and in the proof of insurance document, and may be for a fixed and determined period (temporary insurance) or for one year renewable for further periods of one year (automatic extension).

2- The contract ceases effect at 24 hours of the last day of its term.

3- The extension provided for in paragraph 1 does not take effect should any of the parties terminate the contract, sending a written declaration for this purpose at least 30 days prior to the date of extension, or should the Policyholder fail to pay the premium.

4- Where the contract has been entered into for an initial duration of five years or more, the notice of termination referred to in the preceding paragraph must be given at least 90 days before the extension date.

CLAUSE 18 – CANCELLATION OF THE CONTRACT

1- The contract may be terminated by the parties at any time with just cause, through written notice to the other party.

2- The Insurer cannot invoke the occurrence of an incident as a relevant cause for the effect established in the previous number.

3- The amount of the premium to be returned to the Policyholder in the event of early contract termination must be calculated in proportion to the period of time that would have otherwise elapsed from the termination coverage date until contract expiration, unless otherwise concluded by the parties pursuant to the law.

4- The preceding clause shall not apply where payment has been made for any sum arising from a claim.

5- Contract termination shall take effect at 12:00 am on the 10th day following reception of the notification to terminate.

CLAUSE 19 – DISPOSAL OF THE VEHICLE

1- The insurance contract is not transferred in the case of disposal of the vehicle, terminating its effectiveness at 24 hours of the actual day of disposal, unless it is used by the actual Insurance Policyholder to insure a new vehicle.

2- The Insurance Policyholder shall notify the Insurer, in writing, of the disposal of the vehicle, in the following 24 hours, and should attach the provisional insurance certificate, the third party liability

certificate or the notice-receipt and the international insurance certificate ("green card").

3- In the case of breach of the duty of prior notice established in the previous number, the Insurer is entitled to receive an indemnity of the same value as the premium corresponding to the period of time elapsed between the time of disposal of the vehicle and the end of the insurance annuity in which this occurs, without prejudice to the effectiveness of the contract having ended, under the terms of the provisions in number 1.

4- The parties may limit the penalty established in the previous number according to the effective time of duration of the breach foreseen therein.

5- In the communication of the disposal of the vehicle to the Insurer, the Insurance Policyholder may request the suspension of the effectiveness of the contract, up to the replacement of the vehicle, with extension of the policy expiry date.

6- If the vehicle is not replaced within 120 days counted from the date of the request of suspension, there shall be no entitlement to extension of the period, and, therefore, the contract shall be deemed to be cancelled from the suspension starting date, with the premium to be refunded by the Insurer being calculated pursuant to number 3 of the previous clause.

CLAUSE 20 – TRANSFER OF RIGHTS

Unless agreed otherwise, the death of the Insurance Policyholder shall not imply the expiry of the contract, with his/her heirs succeeding in the respective rights and duties under the terms of the law.

CHAPTER V
PROOF OF THE INSURANCE

CLAUSE 21 – PROOF OF THE INSURANCE

13. The following shall be construed as evidence for this insurance contract and may be issued and made available in paper form or by electronic means:

a) relative to vehicles usually parked in Portugal, the international insurance certificate ("green card"), the provisional certificate, the notice-receipt or the third party liability certificate, when valid;
b) relative to vehicles usually parked outside the territory of the European Economic Area, the documents established in the previous subparagraph as well as the frontier insurance certificate, when valid.

1- When involving a contract whose premium is paid in instalments smaller than every four months and relative to which the Insurer has chosen the arrangement of automatic issue of provisional certificates, the Insurance Policyholder has the right to request the issue of the international insurance certificate, which shall be issued in five business days without extra charges.

CLAUSE 22 – INTERVENTION OF THE INSURANCE INTERMEDIARY

1- No insurance mediator may be considered authorised, in the name of the Insurer, to sign or cancel insurance contracts, to contract or alter the obligations arising therein or validate additional statements, except in the cases provided for in the following numbers.

2- An insurance intermediary that has been sufficiently empowered for the purpose by the Insurer can conclude insurance contracts, contract or alter the obligations arising therein or validate additional statements, on behalf of the Insurer.

3- Notwithstanding the insurance intermediary's lack of specific powers for the purpose, the insurance is considered effective when there are well substantiated reasons, objectively appraised, taking into account the circumstances of the case, which justify the Insurance Policyholder's trust and confidence in good faith of the intermediary's legitimacy, provided that the Insurer has also contributed to provide grounds for the Insurance Policyholder's trust and confidence.

CHAPTER VI
MAIN PAYMENT OF THE INSURER

CLAUSE 23 – LIMITS OF THE PAYMENT

1- The Insurer's liability is always limited to the maximum amount established in the Particular Conditions of the Policy, regardless of the number of persons injured by an incident, and corresponds, at any time, at least to the compulsory minimum sum insured.

2- Unless agreed otherwise, the Particular Conditions establish that:

a) when the indemnity attributed to the injured parties is equal to or greater than the sum insured capital, the Insurer shall not be accountable for the legal costs;

b) when the indemnity attributed to the injured parties is less than the sum insured, the Insurer shall be accountable for these same expenses up to the limit of the sum insured.

CLAUSE 24 – DEDUCTIBLE

1- By explicit agreement, the Insurance Policyholder or Insured Person may be liable for part of the indemnity payable to third parties, although this limitation of the guarantee cannot be invoked against them.

2- The Insurer is liable, in the case of indemnity claims of third parties, for the full indemnity payable, without prejudice to the right to be reimbursed by the person duty bound under the terms of the provisions in number 1 of the value of the deductible applied.

CLAUSE 25 – PLURALITY OF INSURANCE

In the case that, relative to the same vehicle, there are various insurance policies, the sports competition insurance shall be accountable in the first place, for all legal purposes, or, in the case of its nonexistence, the garage owner insurance, or in the case of the absence of both of these, the vehicle driver insurance, or in the case of nonexistence of these three, the residual contract, concluded under the terms of number 2 of article 6 of Decree-Law 291/2007, of 21 August, or, in the case of nonexistence of these four, the insurance of the vehicle owner's, or of the other persons legally requiring insurance.

CLAUSE 26 – INSUFFICIENCY OF THE SUM INSURED

1- In the case of the coexistence of various persons injured by the same incident with right to indemnities that, as a whole, exceed the total amount of the sum insured, the rights of the injured

persons against the Insurer shall be reduced proportionally up to concurrence with this amount.

2- When the Insurer, in good faith and due to not knowing the existence of other claims, has paid an indemnity to an injured person of a value greater than that to which he/she was entitled under the terms of the previous number, the Insurer shall only be liable to the other injured persons up to concurrence with the remaining part of the sum insured.

CHAPTER VII
OBLIGATIONS AND RIGHTS OF THE PARTIES

CLAUSE 27 – OBLIGATIONS OF THE INSURANCE POLICYHOLDER AND INSURED PERSON

1- In the case of an incident covered by the present contract, the Insurance Policyholder and Insured Person, under penalty of being accountable for losses and damage, undertake to:

a) communicate this fact in writing to the Insurer, within the briefest time possible, never more than 8 days counted from the day of the occurrence or the day when it became known to them, providing all the indications and documental proof and/or relevant witnesses for a correct determination of the liabilities;

b) take all measures within their reach to prevent or limit the consequences of the claim;

c) provide the Insurer with the relevant information requested by it relative to the incident and its consequences.

2- The reporting of the incident, established in subparagraph a) of the previous number, should be made via a specific form provided by the Insurer or available on its website, or by any other means of communication that may be used without the physical and simultaneous presence of the parties, provided that a written or recorded record of it remains.

3- The liability for losses and damage established in number 1 is not applicable when the Insurer was aware of the incident by another means during the eight days stipulated in subparagraph a), or the person responsible for reporting the incident proves that the communication could not have been reasonably made at a time before it was actually done.

4- The Insurance Policyholder or Insured Person cannot, under penalty of being accountable for losses and damage:

a) extrajudicially provide the claimed indemnity or advance money, on account, on behalf or under the liability of the Insurer, without the Insurer's explicit authorisation;

b) enable, the favourable sentence of a third party, even by omission or negligence, or when this is not immediately reported to the Insurer, in any judicial procedure filed against the Insurer due to the incident covered by the policy;

c) hinder the Insurer's right to subrogation of the Insured Person's rights against the third party responsible for the incident, derived from the coverage of the incident by the Insurer.

CLAUSE 28 – REIMBURSEMENT OBLIGATIONS OF THE INSURER FOR EXPENSES INCURRED IN INCIDENT PREVENTION AND MITIGATION

1- The Insurer shall pay the Insurance Policyholder or Insured Person for expenses related to compliance with the duty established in subparagraph b) of number 1 of the previous clause, provided that these are reasonable and proportional, even if the means employed prove to be ineffective.

2- The expenses indicated in the previous number should be paid by the Insurer in advance of the settlement date of the incident claim, when the Insurance Policyholder or Insured Person request the reimbursement, the circumstances do not prevent such and the incident is covered by the insurance.

3- The value payable by the Insurer under the terms of number 1 is deducted from the available amount of the sum insured, unless it corresponds to expenses incurred in compliance with specific determinations of the Insurer or its autonomous coverage arises from the contract.

CLAUSE 29 – OBLIGATIONS OF THE INSURER

1- The Insurer shall replace the Insured Person in the settlement, by mutual agreement or litigation, of any incident which, under the present contract, occurs during its validity period, being subject to the direct action of injured third parties or their heirs.

2- The Insurer shall notify the Insurance Policyholder of claims submitted by third parties, explicitly mentioning that, if the incident is not reported, the penalty established in the final part of number 3 of article 34 of Decree-Law 291/2007, of 21 August, or other established in the contract, shall be applicable.

3- The Insurer shall give the Insurance Policyholder or Insured Person the necessary clarifications for correct understanding of the procedures to be adopted in the case of an incident, providing written information regarding the deadlines undertaken, taking into account the type of incident.

CLAUSE 30 – CODES OF CONDUCT, CONVENTIONS OR AGREEMENTS

The Insurer shall inform the Insurance Policyholder and Insured Person of his endorsement of codes of conduct, conventions or agreements between Insurers aimed at the settlement of incident claims, namely those assuring swifter procedures and identifying the respective subscribers, as well as providing the necessary or convenient clarifications for the correct understanding of their application.

CLAUSE 31 – RIGHT OF RECOURSE OF THE INSURER

Once the indemnity has been paid, the Insurer only has the right of recourse:

a) against the person who caused the accident in deliberate transgression of duty;
b) against the perpetuators and accomplices of robbery, theft or unauthorised use of the vehicle which caused the accident, as well as, subsidiarily, the driver of the vehicle object of these crimes who should know them and who caused the accident;
c) against the driver, when the driver caused the accident and was driving with an alcohol blood level above that legally permitted, or has consumed narcotic or other drugs or toxic products;
d) against the driver, when not legally qualified, or who has abandoned the injured person;
e) against the person civilly liable for damage caused to third parties due to fall of load derived from faulty packing;
f) against the person in breach of third party liability insurance of the garage owner;
g) when the vehicle is under custody of the garage owner, against the person civilly liable for use of the vehicle outside the scope of the professional activity of the garage owner;
h) when the vehicle is in custody of the garage owner, and subsidiarily to the right established in subparagraph b), against the person responsible for the custody who gave rise to the crime of theft, robbery or unauthorised use of the vehicle which caused the accident;
i) against the person civilly liable for damage caused to third parties due to use or driving of vehicles

which do not comply with the legal obligations of technical nature relative to the state and safety conditions of the vehicle, to the extent that the accident was caused or exacerbated by the poor operation of the vehicle;

j) especially in relation to the provisions in the previous subparagraph, against the person responsible for presenting the vehicle to periodic inspection which, during the enforcement of the insurance contract, is in breach of the obligation to periodically renew this presentation, to the extent that the accident was caused or exacerbated by the poor operation of the vehicle.

CHAPTER VIII
BONUS OR INCREASE DUE TO OCCURRENCE OF INCIDENTS

CLAUSE 32 – PREMIUM BONUS OR INCREASE DUE TO OCCURRENCE OF INCIDENTS

The present insurance contract and respective premium are not subject to any increase or reduction (bonus) pursuant to the number of incidents that may be reported.

CLAUSE 33 – CLAIM HISTORY STATEMENT

1- The insurer shall deliver to the policyholder, within 15 days of the policyholder's request, a claim history statement in respect of incidents involving civil liability arising from the operation of the vehicle covered by the insurance contract during the last five years of the contractual relationship, or a statement confirming the absence of claims, as the case may be.

2- In the event of contract termination at the insurer's initiative, the insurer shall inform the policyholder of the right provided in the preceding clause at least 30 days before the date of termination.

3- The policyholder may request the insurer to include information issued by another insurance company in the claim history statement, or by entities responsible for issuing such declarations, according to the national law of another Member State, provided that:

a) The information relates to the last five years of the contractual relationship; and
b) The policyholder has delivered to the insurance company the supporting document for the information referenced in the preceding paragraph, as issued by the other insurance company or the responsible entity.

4- The issuance of the claim history statement shall be conducted in accordance with the template established under European Union regulations adopted pursuant to article 16, Directive 2009/103/EC from the European Parliament and Council, dated 16 September 2009, as currently amended.

CHAPTER IX

MISCELLANEOUS PROVISIONS

CLAUSE 34 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES

1- The communications and notifications made by the Insurance Policyholder and Insured Person established in this policy are considered valid and fully effective if addressed to the head office of the Insurer or branch, as applicable.

2- Communications or notifications made, under the terms of the previous number, to the address of the representative of the Insurer not established in Portugal, are also valid and fully effective, relative to claims covered by this policy.

3- The communications established in the present contract should be written or provided in another form with a durable record.

4- The Insurer is only duty bound to send the communications established in the present contract if their intended receiver is duly identified in the contract, and are deemed to have been validly made if sent to the respective address featured in the policy.

5- For the purposes established in Chapter III of Title II of Decree-Law 291/2007, of 21 August, the Insurer may used means that remain recorded, of authorised to do so under the terms of the law.

CLAUSE 35 – CLAIMS AND ARBITRATION

1- Complaints within the scope of the present contract may be submitted to the insurer services identified in the contract and on the relevant website, and also to the Insurance and Pension Funds Supervisory Authority, through the contact details available on its website, at www.asf.com.pt with the provisions established in the applicable regulatory rules.

2- Disputes arising under this contract may be referred to arbitration, to be conducted in accordance with the law, without prejudice to the consumer's right to impose arbitration in relation to low-amount consumer disputes, in accordance with general consumer protection legislation.

CLAUSE 36 – JURISDICTION

The competent jurisdiction to settle disputes arising from the present contract is that established in civil law.

General Conditions of the Policy

PART II OF THE OPTIONAL MOTOR VEHICLE INSURANCE

CLAUSE 37 – SCOPE OF THE OPTIONAL INSURANCE

Supplementary to the compulsory third party liability motor vehicle insurance established in Part I of the General Conditions of the Policy, the coverage identified in the Particular Conditions may be contracted under the optional insurance arrangement, pursuant to the terms and with the scope established in the applicable Special Conditions, also in observance of the arrangement established in the present General Conditions.

CLAUSE 38 – DEFINITIONS

For the effects of the present contract, the following are defined as:

ROAD ACCIDENT: a sudden and fortuitous event beyond the wishes of the Insurance Policyholder and Insured Person, occurred as an exclusive consequence of road circulation, whether the vehicle is moving or not.

USUAL DRIVER: the person identified in the Particular Conditions who should correspond to the person usually driving the vehicle and with greater use in relation to all the other drivers, where existent.

VALUE AS NEW: retail price, including legal charges and taxes, of the vehicle, in new condition, on the date of its first registration, registered in the respective Vehicle Carnet or Registration Document,

not considering the cost of extras even if acquired upon the vehicle's purchase.

INSURED VALUE OF THE VEHICLE: corresponds to the value as new of the vehicle updated in conformity with the agreed devaluation criterion.
This shall also include the updated value of the components or equipment not identified as extras.

EXTRAS: serial non-integrated components or equipment of the version of the insured vehicle, that the Insured Person has documental confirmation of having been ordered to be installed and whose cost is not included in the insured value of the vehicle. Without prejudice to the above, the painting of letters, designs, emblems, allegoric signs or advertisements or publicity on the vehicle are always considered extras.

SUM INSURED: for the effect of the coverage "Crash, Collision, Roll-Over", "Fire, Lightning Strike or Explosion", "Theft or Robbery", "Acts of Vandalism" and "Natural Phenomena", the sum insured corresponds to the insured value of the vehicle plus the insured value of the extras, whenever detailed and valued in the policy.

TOTAL LOSS: the vehicle is considered in a situation of total loss, in any of the following cases:

a) it has disappeared or is completely destroyed;
b) its repair is found to be materially impossible or technically unadvisable, due to its safety conditions having been severely affected;
c) provided that the cost of repairs exceeds 80% of the insured value, calculated using the Eurotax table, or, in the absence of a valuation for the vehicle in question, by applying the depreciation table set out in these Terms and Conditions.

CLAUSE 39 – TERRITORIAL SCOPE

Unless explicitly agreed or the result of provisions to the contrary, established in the Special or Particular Conditions of the Policy, the contracted optional coverage is limited to the entirety of the territories whose national insurance services have subscribed to the Agreement between National Insurance Services. These countries are, specifically, the Member States of the European Union, all the other countries of the European Economic Area (Iceland, Liechtenstein and Norway), as well as Switzerland, Croatia, Faroe Islands, Channel Islands, Gibraltar, Isle of Man, Republic of San Marino, Vatican City State and Andorra, and other countries whose national insurance services have subscribed to the aforesaid Agreement and may be indicated in the contract or respective supporting documents.

CLAUSE 40 – EXCLUSIONS

1. In addition to the exclusions established in Clause 5 and the specific exclusions of each optional coverage contracted and explicitly indicated in the Particular Conditions, the following damage is also excluded from the Policy, under the Optional Motor Vehicle Insurance:

a) caused to the insured vehicle on the occasion of theft, robbery or unauthorised use or any other form of unlawful removal or abusive use of the insured vehicle, without prejudice, however, to the Insured Person's rights derived from the coverage of "Theft or Robbery", when this has been contracted;
b) caused to the insured vehicle when being driven by a person not holding a driver's license corresponding to the category of the insured vehicle or who is, temporarily or definitively, banned from driving, without prejudice, however, to the Insured Person's rights derived

from the coverage of "Theft or Robbery", when this has been contracted;

c) caused intentionally, with the insured vehicle or to the insured vehicle, by the Insurance Policyholder, Insured Person or other occupants or by persons for whom any of the above are civilly liable or with whom any live in common economy;
d) caused to the insured vehicle when the driver is driving with a blood alcohol level above that legally permitted or has consumed narcotic or other drugs or toxic products or is in a state of dementia, or when the driver of the insured vehicle refuses to submit to tests to detect blood alcohol level or narcotic or psychotropic substances, or when this driver has voluntarily left the scene of the road accident before the arrival of the police authorities, when called by the same driver or by another entity;
e) occurred in situations of war, civil war, insurrection, mobilisation, execution of martial law, invasion, hostility with other countries, popular uprising, rebellion or military takeover, revolution or usurpation of civil or military power;
f) derived from strikes, riots, labour-related disturbances, uprisings and alterations of public order, acts of vandalism or actions of persons with malicious intentions, acts of terrorism or sabotage and acts conducted by an legally constituted authority, due to measures taken on the occasion of these events to safeguard persons and assets, without prejudice, however, to the Insured Person's rights derived from the coverage of "Acts of Vandalism", when this has been contracted;
g) occurred when the insured vehicle is under different use and at higher risk than that contracted and, namely, when it is being used to transport hazardous materials, regardless of who caused the incident. Fuel and any flammable, explosive or toxic materials, among others defined in the law, are considered hazardous materials. However, the exclusion cannot be invoked by the Insurer whenever the insured vehicle is duly and legally authorised to carry out the transport of hazardous materials and it is explicitly mentioned in the Particular Conditions that this risk is covered;
h) occurred when there has been breach, in relation to the insured vehicle, of the provisions on period inspection or others regarding the homologation of the vehicle, unless the non-existence of any causal link between this fact and the damage is demonstrated;
i) caused by excess or lack of packing of load;
j) caused by transport of objects or participation in activities which place the vehicle's stability and control at risk;
k) which consist of lost profit or loss of benefits, revenue or net income incurred by the Insurance Policyholder or Insured Person, as a result of deprivation of use, expenses related to replacement of the insured vehicle or derived from depreciation, wear or natural consumption, without prejudice, however, to the Insured Person's rights derived from the coverage of "Deprivation of Use", "Replacement Vehicle" or "Replacement Vehicle in the case of breakdown", when this has been contracted;
l) directly and exclusively derived from defects of construction, repair, assembly or fine-tuning, specific flaw or poor conservation of the insured vehicle;
m) produced directly by tarmac or other materials used in road construction or by mud on roads;
n) caused to the insured vehicle, intentionally, by any objects stabbed or thrown, without prejudice, however, to the Insured Person's rights derived from the coverage of "Acts of Vandalism", when this has been contracted;
o) derived from suicide, or its attempt, as well as accidents occurred as a result of wagers, challenges or duels;
p) caused to the environment, namely by pollution or contamination of the ground, water or atmosphere;

q) **caused to the insured vehicle during the loading and unloading of objects transported therein;**
r) **to objects and goods transported inside the insured vehicle, even if the property of the respective passengers, without prejudice, however, to the Insured Person's rights derived from the coverage of "Baggage", when this has been contracted;**
s) **caused by flooding, subsidence, hurricanes and other violent convulsions of nature, seismic and meteorological phenomena, without prejudice, however, to the Insured Person's rights derived from the coverage of "Natural Phenomena", when this has been contracted;**
t) **to painting of letters, designs, emblems, allegoric signs or advertisements or publicity on the insured vehicle, when they are not mentioned and valued as Extras in the Particular Conditions;**
u) **to extras, when the Particular Conditions do not explicitly detail them with indication of their respective value;**
v) **caused to passengers transported in the vehicles' cargo trailer bodies, unless agreed otherwise indicated in the Particular Conditions;**
w) **occurred or derived from the vehicle's circulation in areas of restricted or barred access or locations recognised as unsuitable for the circulation of the insured vehicle;**
x) **damage caused to third parties by the insured vehicle and incurred by the insured vehicle, provided that this damage is the result of its specific activity as a machine and its actual operation.**

CLAUSE 41 – INSURED VALUE AND deductibles

1. The maximum values covered by the Insurer, as well as the contracted deductibles are explicitly stated in the respective Special Conditions or Particular Conditions.

2. The insured value of the vehicle, to be considered for the effect of the contract, shall be updated automatically pursuant to the "Table of automatic periodic devaluation of the value of vehicles", attached to the present General Conditions. However, by explicit agreement in the Particular Conditions, the parties may agree to any other criteria for devaluation or determination of the insurable value. The insured value of the extras shall be updated in the same proportion of the insured value of the vehicle, if no other method is especially agreed and established in the Particular Conditions.

3. The agreed contractual deductible for damage to the insured vehicle shall always be deducted by the Insurer at the time of payment of the indemnity, even if made directly to the entity repairing the vehicle or to any other person or entity entitled to the respective payment.

4. The Insurance Policyholder or Insured Person may propose, in writing and at least 60 days before the contract maturity, the modification of the devaluation criteria, insurance value or value of the deductible.

CLAUSE 42 – OBLIGATIONS OF THE INSURANCE POLICYHOLDER AND INSURED PERSON

In the case of any event which activates the guarantees of this contract, the Insurance Policyholder and Insured Person, under penalty of being accountable for losses and damage, apart from the provisions established in Clause 27, undertake to:

a) **take all the measures to prevent the exacerbation of the damage derived from the incident;**
b) **report the incident to the Insurer, in writing and in the eight days immediately following its occurrence, indicating the day, time, place, participants, causes, consequences, witnesses and any other elements considered relevant, as well as to inform the Insurer of**

all the facts and circumstances that might influence its analytical capacity. When various insurance policies have been taken out for the same risk, the communication referred to above should be made to the respective insurers indicating the name of all the other insurers;

c) provide the insured vehicle to carry out the necessary expert examination for damage assessment, under the terms indicated by the Insurer;

d) submit, for any reimbursement to be made, the original documents and supporting documents of the expenses incurred and covered by the Policy.

CLAUSE 43 – COMPENSATION OF DAMAGE TO THE INSURED VEHICLE

1. When a contracted coverage has been activated which guarantees the damage caused to the insured vehicle, the Insurer may decide to repair the vehicle, replace it or attribute a cash indemnity.

2. The repairs shall be conducted so as to restore the damaged part of the vehicle to its state prior to the incident.

3. For repairs requiring replacement of parts or spares, and when the Insurance Policyholder does not wish to withstand the delay to obtain them, the Insurer is not liable for any direct or indirectly losses derived thereof, being limited to the obligation to indemnify at the cost of the parts of spares, based on the prices stipulated in the last table on retail prices or market prices, when they can be manufactured by national industry.

CLAUSE 44 – SAFEGUARDED RIGHTS

When the Insurer has accepted to safeguard rights of this Policy in favour of the persons or entities identified in the Particular Conditions, the payment of the indemnities due to damage caused to the insured vehicle cannot be made without the prior agreement of these persons or entities.

CLAUSE 45 – REDUCTION OR EXCLUSION OF THE OPTIONAL GUARANTEES

1. The Insurance Policyholder can, at any time, reduce or exclude the contracted optional guarantees from the contract, by written communication to the Insurer at least 30 days in advance.

2. The Insurer is entitled to the right to reduce or exclude optional guarantees from the contract after the occurrence of an incident.

3. Whenever the Insurance Policyholder does not coincide with the Insured Person, the latter should be notified, as soon as the Insurer is aware of a request to reduce or exclude the contracted guarantees. The reduction or exclusion of guarantees by initiative of the Insurer should be communicated 30 days in advance to the Insurance Policyholder and Insured Person, when these two do not coincide. In the case of the existence of safeguarded rights under the terms of the previous clause, the communication should also be sent to the respective persons or entities.

4. When, by force of the reduction or exclusion of guarantees, there is entitlement to a refund or reimbursement of the premium, the Insurer shall return the part of the premium paid in proportion to the period of time that has not yet elapsed.

CLAUSE 46 – SUBROGATION

When indemnities are payable, the Insurer is subrogated in the rights of the injured party against the persons causing or others responsible for the losses, and may required the explicit granting of the subrogation upon payment and refuse such if this is denied.

CLAUSE 47 – RIGHT OF RECOURSE

For indemnities paid under optional guarantees, the Insurer has the right of recourse in all cases in which it is legally or contractually entitled to this right, without prejudice to the situations established in Clause 31 of the General Conditions of the Policy, which are also applicable to the optional guarantees.

CLAUSE 48 – BONUS AND INCREASE

The provisions in Clause 32 of the General Conditions of the Policy are applicable to the optional coverage.

CLAUSE 49 – PLURALITY OF INSURANCE

1. When there are two or more contracts or coverage simultaneously guaranteeing the same insured risks optionally, this situation of coexistence or accumulation should be reported to the Insurer, by the Insurance Policyholder or Insured Person, at the time of signing the contract, as soon as they are aware of the coexistence or accumulation or when reporting an incident.

2. The fraudulent omission of the information referred to in the previous number exonerates the Insurer from the respective payment.

Special Conditions

SPECIAL CONDITION 001
VARIABLE PREMIUM CONTRACTS AND CONTRACTS HELD WITH OPEN POLICIES

1. For variable premium contracts and contracts held with open policies, the premiums and subsequent instalments are payable on the date of issue of the respective receipt.

2. The Insurer is obliged, within 30 days before the date on which the subsequent premium or instalment is due, to notify, in writing, the Insurance Policyholder, indicating this date, the value payable, form and place of payment and the consequences of failure to pay the premium or instalment.

3. Under the terms of the law, the non-payment of the premium or instalment referred to in the previous number on the date indicated in the notification, will place the Insurance Policyholder in a situation of late payment and, once 30 days have elapsed after this date, the contract shall be automatically cancelled, without the possibility of being returned to its validity.

4. During the period of time referred to in the previous number, the contract is fully effective, namely regarding the coverage of risks.

5. The cancellation does not exonerate the Insurance Policyholder from the obligation to pay the

premiums or instalments in debt corresponding to the period of time when the contract was in force, and obliges the Insurance Policyholder to indemnify the Insurer for the amount established for this purpose in the Particular Conditions, as a penalty, with everything increased by the respective late payment interest, which is incident on the established penalty counted from the date that the Insurance Policyholder was requested to pay the indemnity.

6. The penalty established in the previous number can never exceed 50% of the difference between the premium due for the initially contracted period of time and the instalments which may already have been paid.

SPECIAL CONDITION 010
OPTIONAL THIRD PARTY LIABILITY

1. When the present Special Condition is contracted, the supplementary Third party liability coverage shall be guaranteed apart from the legally required amount regarding the obligation to insure or that was contracted for vehicles not subject to this obligation.

2. The sum insured corresponds to the difference between the capital contracted for the present Third party liability coverage and the minimum capital, at any given time legally in force, of the Compulsory Motor Vehicle Third party liability Insurance, where the Particular Conditions present the total value of the sum insured derived from the addition of both of these items of capital.

3. When explicitly foreseen in the Particular Conditions of the Policy, the present Special Condition also guarantees Third party liability for use of trailers provided that the following requirements are cumulatively met:

a) the trailer is duly identified in the Particular Conditions;
b) the trailer, at the time of the incident, is connected to the insured vehicle;
c) all the road regulations in force are being observed.

4. Apart from the damage excluded by Clause 40 of the General Conditions of the Policy, the present coverage does not guarantee the following situations:

a) contractual third party liability;
b) liability for damage caused to a vehicle towed by a towing vehicle or vice-versa, even if the respective towing service coverage is contracted;
c) third party liability for damage occurred when the insured vehicle is being used in towing service, unless this coverage has been explicitly contracted;
d) expenses related to the Insured Person's defence in criminal lawsuits and payment of fines, penalties or sanctions imposed by courts or competent authorities, as well as any consequences of their non-payment.

5. Once the indemnity has been paid, the Insurer has the right of recourse:

a) against the driver, for damage caused when driving with an alcohol blood level above that legally permitted, or has consumed narcotic or other drugs or toxic products or is in a state of dementia;
b) against the driver, when the vehicle is being driven by a person not holding a driver's license corresponding to the category of the insured vehicle or who is, temporarily or definitively, banned from driving.

SPECIAL CONDITION 020
CRASH, COLLISION OR ROLL-OVER

1. For the purpose of the present Special Condition, the following definitions are applicable:

CRASH: the impact of the vehicle against any fixed body or incurred by it when stationary.
COLLISION: the impact of the vehicle in movement against any other body in movement.
ROLL-OVER: an accident where the vehicle loses its normal position and which is not the result of Crash or Collision.

2. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused to the insured vehicle due to Crash, Collision or Roll-Over.

3. Apart from the situations established in Clause 40 of the General Conditions of the Policy, and unless explicitly agreed otherwise, the following damage is excluded:

a) caused by poor condition of roads or tracks, when this fact does not give rise to Crash, Collision or Roll-Over;
b) caused to wheel rims, inner tubes and tyres, except when derived from Crash, Collision or Roll-Over and were accompanied by other damage to the vehicle;
c) derived from circulation in locations recognised as not accessible to the vehicle;
d) caused to the insured vehicle by objects transported therein or during their loading and unloading.

SPECIAL CONDITION 030
FIRE, LIGHTNING STRIKE OR EXPLOSION

1. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused to the insured vehicle as a consequence of fire, lightning strike or causal explosion, where the vehicle is moving or stationary, parked inside or not, a garage or any other building.

2. Apart from the situations established in Clause 40 of the General Conditions of the Policy, and unless explicitly agreed otherwise, the exclusions also include damage to electrical appliances or installation provided that this is not derived from fire or explosion, as well as damage caused by fire originated in a fact or omission reflecting deliberate fraud, serious fault or gross negligence of the Insurance Policyholder, Insured Person, Driver or persons who live with them, depend on them economically, including wage earners, or by a person for whom any of the above is civilly liable.

SPECIAL CONDITION 040
ISOLATED BREAKAGE OF GLASS

1. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused to the insured vehicle as a consequence of isolated breakage of glass, or equivalent in synthetic material, of the windscreen wiper, rear mirror, sunroof and side windows, brought about by an event that

does not cause other damage to the vehicle.

2. Apart from the situations established in Clause 40 of the General Conditions of the Policy, and unless explicitly agreed otherwise, the exclusions include damage that:

a) occur to headlights and tail lights, rear-view mirrors and indicator lights;
b) consist of scratches, dents or cracks which occur as a consequence of faulty placement or during the assembly or dismantlement of glass or mirrors;
c) are caused intentionally by any person with objects that are stabbed or thrown.

SPECIAL CONDITION 050
THEFT OR ROBBERY

1. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused by the unlawful removal of the insured vehicle, its components, accessories or insured extras, due to theft, unauthorised use or robbery, whether attempted, frustrated or consummated.

2. The present coverage excludes damage which consists of lost profits or loss of benefits or net income incurred by the Insured Person as a result of deprivation of use, replacement costs or depreciation of the insured vehicle due to an incident included in the present coverage.

3. Apart from the provisions established in Clause 42 of the General Conditions of the Policy, in the case of robbery, theft or unauthorised use and should the Insured Person wish to use the rights conferred by the insurance contract, he/she should immediately submit a complaint to the competent police authorities and take all possible measures within his/her reach to discover the vehicle and perpetuators of the crime.

4. In the case of theft, unauthorised use or robbery leading to the disappearance of the insured vehicle, the Insured Person undertakes to pay the due indemnity, once 60 days have elapsed after the date of reporting the occurrence to the competent police authority and to the Insurer if, at the end of this period, the vehicle has not yet been found.

5. The activation of the coverage stipulated in the present Special Condition depends on compliance with the normal procedures assuring the security of the insured vehicle.

SPECIAL CONDITION 060
NATURAL PHENOMENA

1. For the purpose of the present Special Condition, the following definitions are applicable:

STORMS: typhoons, cyclones, tornados, hail stones, and all direct action of strong winds whose speed reaches or exceeds, continuously or in gusts, the speed of 80 km/hour, or crash of objects hurled or projected by them, whenever their violence destroys or damages the insured vehicle, as well as flooding due to the fall of rain, snow or hail, provided that these or sunroofs that are left open.

FLOODS: waterspouts or torrential rainfall, considered as such atmospheric precipitation of intensity greater than ten millimetres in ten minutes on the rain gauge, the bursting of pipelines, collectors, drainage systems, dikes and dams, as well as flash floods or overflow of natural or artificial water courses.

SEISMIC PHENOMENA: earth tremors, earthquakes, tsunamis, volcanic eruptions, subterranean fire as well as fire resulting from these phenomena;

EARTH MOVEMENTS: subsidence, landslides, landslips and sinking of land, due to geological phenomena.

2. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused to the insured vehicle due to storms, floods, seismic phenomena or earth movements, as well as falling trees, roof tiles, chimneys, garden walls or other urban constructions derived from the aforesaid phenomena.

3. Apart from the situations established in Clause 40 of the General Conditions of the Policy, and unless explicitly agreed otherwise, the exclusions include damage caused to the insured vehicle:

a) by action of the sea not derived from risks covered by this Special Condition;
b) by continued action of other natural or artificial maritime surfaces, irrespective of their nature;
c) by pollution, acid rain, radiation and radioactivity;
d) by poor condition of roads or tracks;
e) to wheel rims, inner tubes and tyres, when not accompanied by other damage to the vehicle covered by the present Special Condition;
f) comprising or derived from breakdowns caused by the vehicle's circulation in areas covered by water.

4. Whenever the damage caused to the insured vehicle is a consequence of storms and floods, the damage incurred by the vehicle in the 48 hours following the first injurious manifestations is considered a single and the same incident, of the same source.

5. For the purposes of the present Special Condition, it is explicitly agreed that the proof that the wind achieved a speed of 80 km/hour should be made:

a) by a document issued by the closest weather station belonging to the competent authority in the field of meteorology or;
b) by verification of the destruction or damage to various buildings of sound construction, objects or healthy trees, within a radius of five kilometres surrounding the place where the insured vehicle was located.

6. Whenever the damage caused to the insured vehicle is a consequence of seismic phenomena, the damage incurred by the vehicle in the 72 hours following the first injurious manifestations is considered a single and the same incident, of the same source.

SPECIAL CONDITION 070
ACTS OF VANDALISM

1. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused to the insured vehicle as a consequence of:

a) action of strikes, riots, uprisings and alterations of public order;
b) acts of vandalism, terrorism and sabotage;
c) acts carried out by any legally constituted authority, due to measures taken on the occasion of the events mentioned in the previous subparagraphs to safeguard or protect people and assets.

2. Apart from the situations established in Clause 40 of the General Conditions of the Policy, and unless explicitly agreed otherwise, the exclusions also include damage derived from theft,

robbery or unauthorised use or any other form of unlawful removal of the insured vehicle, directly or indirectly related to the risks covered by this Special Condition, without prejudice, however, to the Insured Person's rights derived from the coverage of "Theft or Robbery", when this has been contracted.

SPECIAL CONDITION 110
REPLACEMENT VEHICLE

1. When contracted, the present Special Condition guarantees the Insured Person, in the case of forced deprivation of use of the insured vehicle as a consequence of an incident whose damage is guaranteed by the effectively contracted coverage of third party liability or liability for damage to the actual vehicle, the use of a rented light passenger vehicle, of a category equivalent to that of the insured vehicle and up to the limit of 2000 c.c. engine capacity, for a maximum period of 30 days per incident and per annuity.

2. The Insurer is responsible for defining the lessor of the vehicle, taking into account the features of the insured vehicle.

3. Unless agreed otherwise in the Particular Conditions, deprivation of use is counted:

a) in cases of damage which does not determine the impossibility of circulation of the insured vehicle, from the starting day of the repair and ends with the completion of the effective repair;

b) in cases of damage that determine the immediate impossibility of circulation of the insured vehicle, from the day that the incident was reported and ends on the date of completion of the effective repair or on the third business day following the reporting of total loss to the Insurer;

c) in the case of disappearance of the insured vehicle due to theft or robbery, from the day that the incident is reported, after the reporting the incident to the competent police authority and to the Insurer, and ends when the insured is found or when reaching the maximum limit of 30 days established in number 1.

4. Apart from the situations foreseen in Clause 40 of the General Conditions of the Policy, the following are also excluded:

a) maintenance and repair operations derived from normal wear of the insured vehicle as well as the accessories installed by the Insured Person;

b) repairs derived from deliberately fraudulent or negligent actions or omissions of the Insured Person or Third Parties namely those derived from non-compliance of the recommendations of the manufacturer's manual or mistaken use, especially in the case of not checking levels of oil, water, lubricants or due to not stopping the vehicle immediately at the time of the detection or warning of an anomaly;

c) the lack of parts or materials required to repair the insured vehicle, regardless of the entity responsible for carrying out the repair;

d) expenses derived from transport to the lessor's facilities, for reception and delivery of the replacement vehicle;

e) deductibles, additional coverage, bonds or other expenses charged by the lessor for the replacement vehicle;

f) breakdowns or damage caused to and by the replacement vehicle;

g) expenses related to fuel, tolls, parking, fines or penalties derived from legal offences of the insured vehicle and replacement vehicle;

h) requests for a replacement vehicle not derived from an incident explicitly covered by the

present contract or which have not been previously requested, authorised and organised by the Insurer;

i) periods of stoppage of the insured vehicle that have already passed and were not reported under the terms of the present Special Condition.

5. The Insurer, through its Assistance Service, shall pay for the respective expenses related to rental and compulsory insurance, with the Insured Person being responsible for the costs related to fuel, tolls, personal insurance and protection against robbery, any costs inherent to the use of the vehicle and costs related to transport for reception and delivery of the replacement vehicle.

SPECIAL CONDITION 120
DEPRIVATION OF USE

1. When contracted, the present Special Condition guarantees the Insured Person the payment of a daily indemnity mentioned in the Particular Conditions, in the case of forced deprivation of use of the vehicle as a consequence of damage guaranteed by the contracted coverage, of damage to the actual insured vehicle.

2. Deprivation of use is counted:

a) in cases of total loss, with payment of indemnity by the Insurer, from the day that the incident was reported and ends on the business day following that of the reporting of total loss to the Insurer;

b) in cases of damage which determines the immediate impossibility of circulation, from the date that the incident was reported up to the date of completion of the vehicle's effective repair;

c) in the case of disappearance of the insured vehicle due to theft or robbery, from the date that the incident is reported to the competent police authority and to the Insurer, up to the date when the insured is found or, when the vehicle is recovered with damage, up to the completion of its effective repair.

3. The period of deprivation of use guaranteed by the present Special Condition cannot, under any circumstances whatsoever, exceed, per annuity, the number of days mentioned in the Particular Conditions of this Policy, being subject to the deductibles established therein.

SPECIAL CONDITION 130
BAGGAGE

1. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for material damage caused to baggage and personal items, which are located inside the insured vehicle, of the vehicle's occupants, directly derived from the incident covered by the policy, under the coverage of the Special Conditions «Crash, Collision or Roll-Over», «Fire, Lightning Strike or Explosion», «Theft or Robbery», «Natural Phenomena» or «Acts of Vandalism».

2. Material damage caused to baggage and personal items of the vehicle's occupants, directly derived from the incident under the coverage of the Special Conditions of «theft or Robbery» or «Acts of Vandalism» shall only be compensated if they were kept in the vehicle's locked luggage compartment and not visible from outside the vehicle.

3. Apart from the situations established in Clause 40 of the General Conditions of the Policy

and in the Special Conditions «Crash, Collision or Roll-Over», «Fire, Lightning Strike or Explosion», «Theft or Robbery», «Natural Phenomena» or «Acts of Vandalism», the following are also excluded:

a) **damage derived from theft or robbery or acts of vandalism on baggage and personal items not kept in the vehicle's locked luggage compartment and not visible from outside the vehicle;**
b) **theft or robbery or unauthorised use in which family members who live with the vehicle's owner, driver, Insurance Policyholder or Insured Person participate, as perpetuators or accomplices, and likewise partners or persons who depend on them economically or for whom they are civilly liable;**
c) **theft or robbery or unauthorised use when not reported to the competent police entities for this effect;**
d) **theft or robbery of special objects, such as jewels, rare or precious objects or metals, works of art, money or other values including credit securities, photographic and video cameras, calculators and personal computers, mobile telephones, GPS appliances, filming or projecting appliances, sound or image broadcasting devices and respective reproduction formats, namely CD, DVD and cassettes;**
e) **objects transported for commercial purposes;**
f) **theft, robbery or disappearance or damage of consumables.**

4. The contracting of this coverage is conditional to the prior or simultaneous contracting of the coverage established in the Special Conditions of «Crash, Collision or Roll-Over», «Fire, Lightning Strike or Explosion», «Theft or Robbery»,
«Natural Phenomena» or «Acts of Vandalism», and shall only be enforced and operate to the extent and while any of these are enforced or operate, and well as during their extension.

5. The indemnity payable shall be calculated based on the replacement value as new of the damaged or disappeared assets or objects, up to the maximum limit, per item, of 30% of the sum insured established in the Particular Conditions of the Policy, if the replacement value as new is higher than this percentage;

6. A deductible of 20% shall be applicable on the indemnity values calculated under the terms of the previous number.

7. The maximum amount of the indemnity shall, under any circumstances, be limited to the sum insured indicated in the Particular Conditions of the Policy.

SPECIAL CONDITION 140
TRAVEL ASSISTANCE

1. For the purpose of the present Special Condition, the following definitions are applicable:

INSURED PERSONS: the Insured Person, his/her spouse or person living with him/her in non-marital cohabitation, the ascendants up to the 2nd degree that live with him/her and live under his/her charge. The following are also considered Insured Persons:

a) the driver of the vehicle when a person who is different from the Insured Person;
b) the employees, wage earners and legal representatives of insured companies when employed by the Insured Person, they are using the insured vehicle;
c) the occupants of the insured vehicle in the case of an incident occurred with this vehicle;

ACCIDENT: a sudden and fortuitous event beyond the wishes of the Insurance Policyholder and Insured Person, occurred as an exclusive consequence of the road circulation of the insured vehicle, whether the vehicle is moving or not, upon entry into or exit from the insured vehicle, as well as during active participation in minor repair works or breakdown assistance of the insured vehicle during a journey.

INSURED VEHICLE: a vehicle covered by the Motor Vehicle Insurance Policy, not exclusively intended for transport of goods or public services, provided that this involves light passenger or mixed vehicles.

BREAKDOWN: technical failure of electrical, electronic or mechanical origin of the insured vehicle, inside the insured vehicle, caused by a random phenomenon which leads to its stoppage and renders it impossible to circulate by its own means.

2. Unless explicitly agreed or the result of provisions to the contrary, established in the Special or Particular Conditions of the Policy, the present coverage is limited to the entirety of the territories whose national insurance services have subscribed to the Agreement between National Insurance Services. These countries are, specifically, the Member States of the European Union, all the other countries of the European Economic Area (Iceland, Liechtenstein and Norway), as well as Switzerland, Croatia, Faroe Islands, Channel Islands, Gibraltar, Isle of Man, Republic of San Marino, Vatican City State and Andorra, and other countries whose national insurance services have subscribed to the aforesaid Agreement and may be indicated in the contract or respective supporting documents.

3. Only Insured Persons whose domicile and habitual residence is in Portugal and whose time of permanence abroad does not exceed 60 days per journey or travel shall benefit from the guarantees of the present Special Condition.

4. The guarantees of Assistance to the Insured Persons are always assured even when they travel separately, in any means of transport, except those explicitly excluded.
5. The present Special Condition guarantees, with the limits established in the Table attached herewith and in the Particular Conditions, the services of assistance to the insured vehicle and to the Insured Persons, pursuant to the provisions in the following numbers.

ASSISTANCE TO THE INSURED VEHICLE

Breakdown assistance or towing in case of breakdown or accident

6. In the case of breakdown or accident of the insured vehicle that prevents it from circulating by its own means, the Insurer shall organise the sending of a qualified technician to check the breakdown and, if possible, provide breakdown assistance, paying for the respective travel expenses.

7. In the case of breakdown or accident of the insured vehicle that prevents it from circulating by its own means and implies a repair above eight hours or three days of stoppage, the Insurer shall pay:

a) the expenses of transporting the insured vehicle to the workshop designated by the Insured Person, close to his/her usual residence, up to the limit established in the Table attached herewith and in the Particular Conditions;
b) the costs of collecting the vehicle, related to this guarantee, up to the limit established in

the Table attached herewith and in the Particular Conditions.

8. If necessary, the Insurer shall take charge of sending the parts required for the repair of the insured vehicle by the most appropriate means, provided that it is impossible to obtain them at the location of the repair, paying the respective transport cost, with the Insured Person being responsible for the cost of the repairs and any customs duties.

9. In the coverage stipulated in number 9 of the present Special Condition, when the value of the repair manifestly exceeds the vehicle's market value, the Insurer is not bound to cover the transport of the vehicle, and shall merely pay the expenses related to its lawful abandonment.

Theft or robbery of the insured vehicle

10. In the case of Theft or Robbery of the insured vehicle, in situations when the vehicle is recovered within the period of six months counted from the date of occurrence and cannot circulate by its own means, the Insurer shall pay:

a) the expenses of transporting the insured vehicle to the usual domicile of the Insured Person, up to the limit established in the Table attached herewith and in the Particular Conditions;

b) the costs of collecting the vehicle, related to this guarantee, up to the limit established in the Table attached herewith and in the Particular Conditions.

Transport and sojourn of the Insured Persons

11. When the insured vehicle, as a consequence of a breakdown or accident, needs to be repaired for a period above eight hours or three days of stoppage or in situations of theft or robbery of the vehicle, if no other coverage of transport of the Insured Persons under the present Special Condition has been activated, the Insurer shall pay the transport expenses of the Insured Persons, occupying the vehicle, to their usual domicile or to the journey's place of destination, provided that the latter costs are not higher than the former. Alternatively and whenever there are more than two Insured Persons occupying the vehicle, the Insurer shall place a rented vehicle at their disposal to carry out the journey to their usual domicile or to the travel destination, provided that the latter route is not greater than the former.

12. If the damaged or broken-down vehicle cannot be repaired on the same day, the Insurer shall pay the hotel stay, of the Insured Persons occupying the vehicle, from the time of the occurrence up to the limit established in the Table attached herewith and in the Particular Conditions.

13. If the damaged or broken-down vehicle has been repaired at the place of the incident or has been found after the occurrence of theft or robbery, in good and safe working condition and the guarantees established in numbers 8, 9 and 12 of the present Special Condition have not been activated, the Insurer shall organise and pay the necessary transport expenses of the Insured Person for the recovery of the vehicle or, alternatively, place a driver at the disposal of the Insured Person who shall transport the vehicle to the Insured Person's usual domicile.

14. In the case of repatriation of the Insured Person, as a consequence of an accident, illness or death or in case the Insured Person is not able to drive and none of the other occupants of the vehicle can replace the driver, the Insurer shall place a professional driver at their disposal to transport the vehicle and its occupants to their respective usual domiciles or to the travel destination, provided that the latter route is not greater than the former.

15. In the case of repatriation of the Insured Persons, the Insurer shall take charge of returning

the existing baggage inside the insured vehicle, at the time of the occurrence, up to the limit of 100 Kg of baggage.

Assistance in situations of lost keys, lack of fuel or burst tyres

16. In the case of loss of keys of the insured vehicle or locking the keys inside the vehicle, making it impossible to open the door or place the vehicle in operation, the Insurer shall pay the expenses related to sending a qualified technician to, if technically possible, open the door and place the vehicle in operation, where the Insured Person is responsible for fixing the lock, recovering the keys and other elements of the vehicle. If onsite repair proves to be impossible, the Insurer shall pay the cost of towing the insured vehicle from the place of the occurrence to the closest workshop.

17. If the vehicle becomes stationary due to lack of fuel, the Insurer shall pay, up to the limits established in the Table attached herewith and in the Particular Conditions, the expenses related to sending a professional to supply the necessary fuel to move the vehicle to the closest fuel supply station, where the Insured Person is responsible for paying the cost of the supplied fuel.

18. If the vehicle becomes stationary due to incorrect fuel supply, the Insurer shall organise the breakdown assistance or, if this is not possible, the towing of the insured vehicle, from the place of stoppage to the closest workshop, with the limits established in the Table attached herewith and in the Particular Conditions.

19. In the case of a flat or burst tyre of the insured vehicle, the Insurer shall send a qualified technician to carry out its replacement or repair, provided that this is technically possible, paying for the technician's travel costs. If the replacement or repair proves to be impossible, the Insurer shall pay the cost of towing the insured vehicle from the place of the occurrence to the closest workshop, with the limits established in the Table attached herewith and in the Particular Conditions.

20. If, in the case of breakdown or accident of the insured vehicle, funds are required for its repair that the Insured Person does not have, the Insurer shall advance the required sums, up to the limit established in the Table attached herewith and in the Particular Conditions, against presentation of a check guarantee or recognition of debt by the Insured Person or his/her representative. These amounts should be reimbursed to the Insurer within the maximum period of 60 days.

PERSONAL ASSISTANCE

Medical assistance

21. In the case of illness of accident leading to clinically confirmed bodily injury in the Insured Person, occurred outside of his/her usual domicile, the Insurer, within the limits established in the Table attached herewith and in the Particular Conditions, shall assure the following in clinically justified situations:

a) the cost of transport, in an ambulance, to the closest clinic or hospital to the place where the Insured Person is located;

b) monitoring, by its medical team, in collaboration with the doctor attending the Insured Person, to determine the suitable measures for the best treatment and possible transfer to another more appropriate hospital centre or to the domicile of the Insured Person, in this circumstances paying the costs of this transfer, by the means of transport determined by the Insurer's medical service and appropriate to the clinical condition of the Insured

Person.

22. In the situations foreseen in the previous number, and if justified by the Insured Person's health condition, the Insurer, after opinion issued by its medical services, shall pay the travel expenses related to one escort of the Insured Person, who was with the Insured Person at the time of the occurrence, to the place where the Insured Person has been transported.

23. In the case of hospitalisation of the Insured Person, and if his/her health condition does not permit immediate repatriation or return, the Insurer shall pay the hotel expenses of one escort of the Insured Person who was with him/her at the time of the occurrence, up to the limit established in the Table attached herewith and in the Particular Conditions. ´

24. In the Insured Person is interned in a hospital for more than 10 days and his/her repatriation is not possible, the Insurer shall pay the return travel expenses of a family member of the Insured Person to the place where he/she is located, as well as the corresponding sojourn expenses, up to the limit established in the Table attached herewith and in the Particular Conditions.

25. If the Insured Person, after hospitalisation and by medical prescription, has to extend his/her sojourn at this same place, the Insure shall cover the payment of the sojourn expenses of the Insured Person and one escort, up to the limit established in the Table attached herewith and in the Particular Conditions.

26. If it is impossible to use the means of transport initially used, following illness or accident of the Insured Person, the Insurer shall pay the transport expenses of the Insured Persons accompanying the former to the respective usual domicile, with the limits established in the Table attached herewith and in the Particular Conditions.

27. If the Insured Persons are aged less than 15 years old and do not have a family member or trustworthy person to accompany them, the Insurer shall organise a professional to accompany the minors from the place where they are located to their usual domicile, paying the corresponding cost up to the limits established in the Table attached herewith and in the Particular Conditions.

28. In the case of illness or accident of the Insured Person, occurred abroad, in a country covered by the territorial scope of this Special Condition, the Insurer shall pay the medical, surgical, pharmaceutical and hospital expenses derived from that illness or accident, up to the limit established in the Table attached herewith and in the Particular Conditions.

Repatriation in the case of death of the Insured Person

29. In the case of death of the Insured Person as a consequence of illness or accident occurred abroad, in a country covered by the territorial scope of this Special Condition, the Insurer shall pay:

a) the expenses of transporting the body to the place of the funeral in Portugal, with the exclusion relative to the acquisition of the coffin and funeral expenses, up to the limit established in the Table attached herewith and in the Particular Conditions;

b) if, the provisional or definitive inhumation of the Insured Person at the place of death is required for administrative reasons, the Insurer shall pay the return travel and sojourn expenses, when necessary, of a family member to the place of this inhumation.

30. In the situation referred to in the previous number, where the Insured Persons accompanying the deceased person at the time of death, were unable to return by the initially established means, the Insurer shall pay the return transport expenses to their domicile or to

the place of the funeral, up to the limits established in the Table attached herewith and in the Particular Conditions.

31. If the Insured Persons are aged less than 15 years old and do not have a family member or trustworthy person to accompany them, the Insurer shall organise a professional to accompany them from the place where they are located to their usual domicile or to the place of the funeral, paying the corresponding cost up to the limits established in the Table attached herewith and in the Particular Conditions.

Repatriation in the case of death, illness or accident of family members of the Insured Person

32. In the case of death, accident or illness, considered severe by the Insurer's medical services of the spouse or person who lives in non-marital cohabitation, ascendant or descendant up to the 2nd degree, adopted person, brother, sister, father or mother-in-law, brother or sister-in-law of the Insured Person who is abroad, in a country covered by the territorial scope of this Special Condition, the Insurer, if the ticket or means of transport that was initially foreseen cannot be used, shall pay the return travel expenses to the place where the family member of the Insured Person is located.

33. In the circumstances referred to in the previous number, where it is necessary to assure the return of the insured vehicle or escorts of the Insured Persons who travelled, the Insurer shall pay the transport expenses to their usual domicile up to the limits established in the Table attached herewith and in the Particular Conditions.

Theft, robbery, loss or unlawful removal of the Insured Person's belongings

34. In the case of theft or robbery, loss or unlawful removal of the Insured Person's belongings which are subsequently found, the Insurer shall pay the expenses of sending them to the place where the Insured Person is located or to his/her usual domicile.

35. In the case of theft or robbery, loss or unlawful removal of the Insured Person's belongings or monetary values, not recovered within the period of 24 hours, the Insurer shall advance the sums required to restore them, up to the limit established in the Table attached herewith and in the Particular Conditions, against presentation of a check guarantee or recognition of debt by the Insured Person or his/her representative. These amounts should be reimbursed to the Insurer within the maximum period of 60 days.

36. Insured Persons who need to use the transport payments established in the present Special Condition are duty bound to take the necessary measures to recover the costs of the unused transport tickets and submit the corresponding amounts recovered to the Insurer.

37. Without prejudice of the exclusions established in Clause 40 of the General Conditions of the Policy, the Insurer shall not be liable for payments derived from:

a) medical, surgical, and hospitalisation expenses incurred in Portugal;
b) illness or injury already existing before the start of the journey;
c) treatment of illness or pathological conditions caused by intentional ingestion of toxic substances, drugs, narcotics or use of medication without medical prescription;
d) expenses related to prosthesis, contact lenses, walking sticks and similar;
e) accidents derived from the practice of big game hunting, power boating, diving, winter sports, parachute jumping, bull-fighting, hang-gliding, motor-free flying, boxing, martial arts and other similarly dangerous sports;

f) **accidents occurred in aircraft not belonging to a commercial airline;**
g) **accidents or breakdowns occurred during the practice of sports competitions, whether official or private, as well as during training or as a consequence of wagers;**
h) **childbirth and complications due to the condition of pregnancy, unless unpredictable during the first six months;**
i) **costs related to inhumation, cremation or funeral ceremony.**

38. The stipulated payments and indemnities shall be paid, in excess of and supplementary to other already existing contracts, covering the same risks. The Insured Person undertakes to take all the necessary measures to obtain these payments and return them to the Insurer in the case and to the extent that the Insurer has advanced them, as well as any benefits from Social Security or any other welfare institution to which the Insured Person is entitled.

39. Whenever the payments made under this insurance correspond to rights of the Insured Person against liable third parties, the Insurer is subrogated, after compliance, in the corresponding rights, lawsuits and appeals against these third parties, unless they are also Insured Persons.

40. This Special Condition does not cover payments that have not been requested from the Insurer and which were not made with the insurer's agreement, except in case of force majeure or demonstrated material impossibility.

TABLE OF ASSISTANCE OPTIONS AND INDEMNITY LIMITS

COVERAGE	SUM INSURED & DEDUCTIBLES
Vehicle towing as a consequence of breakdown or accident (number 8)	€ 250.00
Transport or repatriation of vehicle and collection (numbers 9 and 12)	Unlimited
Transport	
Collection	€ 250.00
Transport, repatriation or continued travel of the occupants of a vehicle in an accident, with a breakdown or stolen (number 13)	Unlimited
Vehicle rental (number 13)	€ 75.00/day max.48 hrs
In Portugal	
Abroad	€ 150.00/day max.48 hrs
Hotel expenses while awaiting vehicle repair (number 14)	€ 60.00/day/person max. € 180.00
Transport expenses aimed at recovery of the insured vehicle (number 15)	Unlimited
Sending of professional driver (number 16)	Unlimited
Sending of replacement parts (number 10)	Unlimited
Return of baggage (number 17)	Unlimited

Loss, robbery or forgetting of keys inside the vehicle (number 18)	Unlimited
Lack of fuel (numbers 19 and 20)	Unlimited
Replacement of tyres (number 21)	Unlimited
Medical transport or repatriation of injured and ill (number 23)	Unlimited
Escort during medical transport or repatriation (number 24)	Unlimited
Escort of a hospitalised Insured Person (number 25)	€ 60.00/day/person max. € 600.00
Return ticket for a family member and respective sojourn (number 26)	Unlimited
Transport	
Sojourn	€ 60.00/day/person max. € 600.00
Extension of stay at hotel (number 27)	€ 60.00/day/person max. € 600.00
Transport or repatriation of Insured Persons (numbers 28 and 29)	Unlimited
Medical, surgical, pharmaceutical and hospitalisation expenses abroad (number 30)	€ 6,000.00/journey/person
Transport or repatriation of deceased persons and Escorting Insured Persons (numbers 31, 32 and 33)	
Transport	Unlimited
Sojourn (number 31)	€ 60.00/day/person max. € 600.00
Early return (numbers 34 and 35)	Unlimited
Robbery of baggage abroad (number 36)	Unlimited
Advance of funds for vehicle repair (number 22)	€ 600.00
Advance of funds for unlawful removal of baggage (number 37)	€ 600.00

SPECIAL CONDITION 150
LEGAL PROTECTION

1. For the purpose of the present Special Condition, the following definitions are applicable:

INSURED PERSONS: the Insured Person, his/her spouse or person living with him/her in non-marital cohabitation, as well as his/her ascendants up to the 2nd degree who are occupants of the insured vehicle and the driver of the insured vehicle, legally qualified to drive and duly authorised by its owner.

2. The present Special Condition guarantees the Insured Person coverage of the costs of providing legal services, namely for defence and representation of the interests of the Insured Person, as well as expenses derived from judicial or administrative proceedings related to the circulation of the insured vehicle, with the limits presented in the Table attached herewith and the Particular Conditions.

3. When contracted, the present Special Condition guarantees, under the terms and with the limits established in the Table attached herewith and in the Particular Conditions, the necessary expenses and procedures for legal assistance, related to the circulation of the insured vehicle and aimed at defending or upholding the rights of the Insured Persons, namely:

a) judicial, civil or criminal proceedings filed against the Insured Persons;

b) judicial, civil or criminal proceedings filed by the Insured Persons against third parties and which the Insurer recognises as feasible with possible successful outcome;

4. The expenses paid by the Insurer, in the context of the present Special Condition, referred to in the previous number, in particular consist of:

a) costs related to investigation, taking of evidence and settlement of incident claims;

b) fees of the agent, lawyer or other legally qualified Person to defend, represent or serve the interests of the Insured Person in judicial or administrative proceedings or in any other case of conflict of interest;

c) court fees or preparatory works payable by the Insured Person, by decision of the competent court in relation to any legal procedure under this Special Condition.

5. In the event that the Insured Person fees decides to choose the Lawyer or, if he/she prefers, another legally qualified Person to defend, represent or serve his/her interests in judicial or administrative proceedings or in any other case of conflict of interest,

6. The Insurer shall only pay the charges presented by them, if their professional domiciles are situated in the competent judicial district for the action to be defended, where the Insured Person is responsible for the expenses arising from any divergence between these professional domiciles and the competent judicial district.

7. The Insurer covers extrajudicial or judicial claims to liable third parties for the indemnities payable, derived from injury or death of the Insured Person, as a consequence of a road accident involving the insured vehicle.

The Insured Person or his/her representative undertakes to provide the Insurer with the necessary documents to carry out the claim.

8. The Insurer guarantees the Insured Person the extrajudicial or judicial claim of indemnities payable to him/her by third parties, for material damage and loss caused as a direct consequence of a road accident involving the insured vehicle, as well as:

a) the claim of damage caused to the insured vehicle, by events beyond circulation, which have no contractual origin, except in the case of faulty repair of the insured vehicle, consequent of accident or breakdown;

b) the claim of damage caused to the insured vehicle when it is under the custody of or deposited with third parties;

c) the extrajudicial or judicial claim of damage caused to the insured vehicle during its transport by third parties with contractual nature.

9. The Insurer guarantees the Insured Person assistance in the necessary extrajudicial or judicial claim, as a consequence of a road accident, for the Insured Person to be able to enforce his/her rights arising from other insurance policies held by the Insured Person relative to the vehicle covered by this policy.

10. The Insurer guarantees, under the terms and up to the limits established in the present contract, the following advances:

a) bonds required in criminal proceedings from the driver, in the capacity of Insured Person,

to secure:

i) his/her provisional freedom;

ii) monetary liabilities of criminal order that may be required;

b) provided that the Insurer obtains, from the insurance entity of the person responsible, confirmation of the payment of an indemnity and that this is accepted by the Insured Person.

11. The payment of any bond shall be made in the form of a loan, certified by a debt statement, where the debtor undertakes to refund the Insurer for this amount, within the period of six months counted from the date of its constitution.

12. Any bonds advanced by the insurer shall be liable, at the end of the proceedings, for judicial expenses of criminal order, but cannot be used to pay other penalties imposed on the Insured Person or indemnify third parties for third party liability.

13. When necessary, the Insurer shall provide its expert examination services to determine the value of the damage incurred by the insured vehicle.

14. The Insurer covers extrajudicial or judicial claims, for losses incurred by the Insurance Policyholder or Insured Person in the case of faulty repair of the insured vehicle, consequent of accident or breakdown, provided that:

a) the accident or breakdown occurred in Portugal;

b) the value of the repair was above € 1,250.00;

c) the repair was done in Portugal, at an authorised workshop;

d) the Insurance Policyholder or Insured Person submit a claim, within the period of three months, after the date of repair;

e) the Insurance Policyholder or Insured Person submit evidence from which it is concluded that, effectively, there was a faulty repair.

15. This insurance is only valid for events occurred in the territorial scope established in the Compulsory Motor Vehicle Third party liability Insurance, established in Clause 39 of the present contract, unless another is explicitly defined in this Special Condition or in the Particular Conditions.

16. The guarantee of this Special Condition excludes:

a) actions or litigation between the Insured Persons, including the Insurance Policyholder or Insured Person;

b) actions or litigation between any Insured Persons and the Insurer;

c) events occurred when the Insurance Policyholder or the Insured Person does not have valid compulsory motor vehicle third party liability insurance for the respective vehicle;

d) all and any expense, namely fees of the lawyer or other legally qualified Person for judicial or administrative representation of the Insured Person, and court fees relative to lawsuits submitted by the Insured Person without the prior agreement of the Insurer.

e) any amounts to which the Insured Person is sentenced in court to pay third parties, in lawsuits and respective interest or attorney fees and procedural costs payable to the opposite party.

f) any amounts relative to fines, penalties, taxes or other fiscal costs and court duties in criminal proceedings, except those payable by the assistant in criminal proceedings.

g) the criminal or civil defence of the Insured Person arising from his/her intentional conduct, unless involving an administrative offence, or action in which the Insured Person is accused of the practice of a crime in deliberate transgression of duty;

h) the defence of the Insured Person in litigation derived from contractual or extracontractual

relations not covered by the scope of the present Special Condition, those derived from rights assigned by the Insured Person to third parties.

17. Apart from the right to the coverage and guarantees established in this Special Condition, the Insured Person has the right to:

a) freely choose a lawyer, or any other legally qualified person to defend, represent or serve his/her interests in judicial or administrative proceedings or in any other case of conflict of interest covered by the scope of the present Special Condition;

b) appeal to arbitration procedure, under the terms of the legislation in force, in the case of a dispute that arises from divergence of opinions between him/herself and the Insurer, without prejudice to, at his/her own expense, pursue the action or appeal unadvised by the Insurer, although the Insured Person shall be reimbursed for the expenses incurred by the Insurer, if the arbitral award or sentence is favourable to the Insured Person;

c) be explicitly informed by the Insurer, whenever a case of conflict of interest arises, both regarding the existence of this conflict and concerning the rights to which the Insured Person is entitled under the terms of this Special Condition; the conflict of interests derives, namely, from the parties in conflict having contracted, with the same Insurer, insurance potentially applicable to the situation;

18. The Insurance Policyholder, Insured Person or actual driver undertake to:

a) inform the Insurer, within the period of eight days after the occurrence of the incident, of the causes, circumstances and consequences of the accident, names of the participants and witnesses, and the identification of the victims or injured persons;

b) provide the Insurer with all the types of information that they may know at any given time, related to the incident, and provide all the collaboration required for the investigation of the circumstances and consequences of the incident;

c) immediately convey to the Insurer all the notices, summons, applications, letters, legal notices and in general all the judicial or extrajudicial documents related to the incident addressed to them;

d) consult the Insurer on any proposed transaction addressed to them under penalty, should they not do so, of losing their rights relative to the Legal Protection coverage guaranteed by this contract;

e) reimburse the Insurer, within the periods established in this contract, for all and any advance granted under the guarantees of the policy, where this reimbursement should be immediate if the Insured Person does not ensure the consultation referred to in the previous subparagraph.

19. Once the Insurer's Technical Services have appraised the reported incident, the Insurer shall inform the Insurance Policyholder, Insured Person or driver of the vehicle, as soon as possible, in writing and in a substantiated form, if it is concluded that the event is not covered by the Policy's guarantees or that the claim is not likely to be successful.

20. In the case mentioned in the previous number, the Insured Person, and pursuant to subparagraph b) of number 17 of this Special Condition, shall be reimbursed by the Insurer, in conformity with the limits of the guarantees of the Policy, for the expenses incurred, in the case after court appeal, that the Insured Person's claim is accepted in court.

21. Once the reporting of the incident has been accepted, the Insurer shall take the appropriate measures for an amicable settlement of the dispute.

22. If the Insured Person decides on a lawyer appointed by the Insurer, the Insurer shall pay the

entirety of this lawyer's fees and other expenses.

23. The professionals appointed to defend or represent the Insured Person, even when freely chosen, shall benefit from entire freedom in the technical management of the litigation, and shall not depend on the Insurer's instructions, and likewise, the Insurer shall not be held accountable for their action or the outcome or the procedure.

Nonetheless, the appointed professional should keep the Insurer informed of their action and the evolution of the respective case, sending a copy of all the procedural items.

LEGAL PROTECTION – LIMITS OF INDEMNITY

Coverage – Legal Protection	Indemnity Limits		
	Fees of Lawyers/ Solicitors/ Experts	Claim Limit	Annual Limit
1 - Defence in criminal	€ 1,300.00	€ 3,250.00	€ 6,500.00
2 - Claim for damage derived from bodily injury			
3 - Claim for material damage			
4 - Claim for payments guaranteed by other insurance policies			
5 - Advances	-		
5.1 Bonds due to claim	€ 3,500.00		
5.2 Indemnity due to incident	€ 6,500.00		
6 - Expert examinations	-	-	-
7 - Claim for faulty repair	€ 1,000.00	€ 2,000.00	-

Note: The indemnity limits indicated in Coverage 1, 2, 3 and 4 are applicable to this series of guarantees, reflected in a single amount per incident claim, regardless of the number of guarantees involved.

The indemnity limits include VAT or other applicable taxes or legal rates in force.

SPECIAL CONDITION 160
OCCUPANTS OF THE VEHICLE

1. For the effects of the present contract, the following are defined as: INSURED PERSONS

Persons whose life or physical integrity is insured and who, for the purpose of the present Special Condition, are the following:

a) all the persons transported free of charge in the insured vehicle, including its driver;
b) usual driver of the insured vehicle identified as such in the Particular Conditions.

PERMANENT DISABILITY: a situation of permanent functional limitation, arising as a consequence of injuries produced by an accident covered by the present Special Condition.

TEMPORARY DISABILITY: a physical and temporary impossibility, capable of being medically confirmed, of the Insured Person carrying out his/her normal activity, arising as a consequence of injuries produced by an accident covered by the present Special Condition, which forces internment in a hospital establishment for a period above three days.

ACCIDENT: a sudden and fortuitous event beyond the wishes of the Insurance Policyholder and Insured Person, occurred as an exclusive consequence of the road circulation of the insured vehicle, whether the vehicle is moving or not, upon entry into or exit from the insured vehicle, as well as during active participation in minor repair works or breakdown assistance of the insured vehicle during a journey.

TREATMENT EXPENSES: expenses relative to doctor's fees and hospital internment, as well as assistance involving medication and nursing care, which are necessary as a consequence of an accident covered by the present Special Condition, as well as expenses related to transport to the closest health centre to the place of the accident or for transfer to another more appropriate health centre, as well as transport by clinically suitable means for outpatient treatment.

2. When contracted, the present Special Condition guarantees the payment of the indemnities established in the Particular Conditions when, as a consequence of an Accident, the result for the Insured Persons is:

a) death;
b) permanent disability;
c) absolute temporary disability in the case of hospital internment;
d) treatment expenses;
e) funeral expenses.

3. The present Special Condition also guarantees the payment of the indemnities referred to in the previous number to the usual driver of the insured vehicle, identified as such in the Particular Conditions, in the case of an accident occurred when driving any other motor vehicle or when a passenger of any motor vehicle – even in the case of collective public transport or railway transport. This guarantee is extendable to accidents occurred with motorbikes, motorcycles and motor-assisted bicycles when the insured vehicle also belongs to one of these categories.

4. The risks of Death, Funeral Expenses or Permanent Disability are only covered if occurred within the period of two years after the occurrence of the accident which led to them. The risk of Absolute Temporary Disability in the case of Hospital Internment is only covered when the hospital internment occurs within the period of 180 days after the occurrence of the accident which led to them.

5. The risks of Death or Permanent Disability cannot be accumulated, therefore, should an accident occur which leads to a Permanent Disability and the Insured Person dies subsequently, during the two years after the accident, the value of the indemnity that may already have been paid or attributed for Permanent Disability shall be deducted from the indemnity due to Death.

6. The guarantees covered by the present Special Condition are valid in the territorial area established for the Compulsory Third party liability Motor Vehicle Insurance.

7. Apart from the situations foreseen in Clause 40 of the General Conditions of the Policy, the following shall always be excluded:

a) damage derived from injuries occurred when the Insured Persons do not use adequate

protection helmets when driving or transported by motorbikes, motorcycles and motor-assisted bicycles;

b) damage caused intentionally by Insured Persons or by persons for whom they are civilly liable;

c) damage caused to persons driving the insured vehicle in situations of robbery, theft or unauthorised use, or when being transported in them in this situation, even if they are unaware, or when the driver of the insured vehicle is not qualified to drive it;

d) damage caused to the usual driver of the insured vehicle when driving or being transported in another vehicle in situations of robbery, theft or unauthorised use, even if this driver is unaware, or when the driver of the vehicle in which the person is being transported is not qualified to drive it;

e) damage caused by the effect of radiation or radioactivity;

f) damage caused by any natural phenomena when the consequences of these phenomena on the insured vehicle are not covered by the Special Condition of Natural Phenomena;

g) damage caused as a consequence of strikes, riots, uprisings and alterations of public order, acts of vandalism and terrorism, as well as any acts conducted by any legally constituted authority, due to measures taken on the occasion of these events to safeguard persons and assets, when the consequences of these events on the insured vehicles are not covered by the Special Condition of Acts of Vandalism.

8. Unless agreed otherwise in the Particular Conditions, the present Special Condition also does not cover damage caused as a consequence of:

a) participation in training and competitions involving speed, rallies and cross-country vehicles;

b) transport in cargo trailer bodies of vehicles.

9. The guarantee established in number 3 of the present Special Condition also does not cover death or permanent disability derived from:

a) accidents occurred during implementation of the following work:

- **on scaffolding, roofing, bridges, mines, wells, quarries and posts;**
- **manufacturing, handling or transport of explosives; bottling of compressed gases;**
- **clearing or felling of trees;**
- **with cranes, winches and tractors, as well as during transport in tractor trailers;**
- **stowage and boiler operation;**

b) suicide or its attempt and self-inflicted injury by the Insured Person;

c) wagers or challenges;

d) disorders or damage exclusively of psychiatric order;

e) infection by the acquired immune deficiency syndrome (AIDS);

f) any illnesses when not proved, by medical diagnosis, which are a direct consequence of an accident covered by the guarantee;

g) practice of speleology, mountaineering and climbing, zip-line descent and abseiling;

h) sports practiced on snow or ice;

i) nautical sports practiced on boards, descent of torrents or currents caused by uneven depths in water courses, use of tubes or ramps of aquatic recreations, diving and submarine spearfishing, power boating, water skiing;

j) motorised land sports, use of two-wheeled motor vehicles when the insured vehicle does not belong to this category and use of bicycles without motor for cross-country purposes or in acrobatics and boards with wheels or skates in acrobatics;

l) parachute jumping, hang-gliding, jumping or inverted jumping with body suspension

mechanism, aircraft piloting except as a normal means of transport;

m) hunting of animals that are predators or recognisably considered dangerous, bull-fighting and running of bulls or cattle, horse-riding, as well as accidents caused by thoroughbred dogs intended as guard dogs or for combat and by wild animals that are poisonous or predators, when in possession of the Insured Person.

10. In the case of any event which activates the guarantees of this contract, the Insurance Policyholder and Insured Person, under penalty of being accountable for losses and damage, undertake to:

a) take all the measures to prevent the exacerbation of the damage derived from the accident;

b) ensure the sending, within eight days after the Insured Person has been clinically assisted, of a medical declaration indicating the date of hospital internment, nature and location of the injuries, their diagnosis and any days predicted for internment, as well as indication of possible Permanent Disability;

c) report, within eight days after its occurrence, the cure of the injuries, promoting the sending of a medical declaration, referring to the date of hospital internment and date of discharge, and medical declaration indicating the percentage of any Permanent Disability confirmed;

d) submit, for any reimbursement to be made, the original documents and all the supporting documents of the expenses incurred and covered by the contract.

11. In the case of an accident, the Insured Person undertakes to:

a) comply with all the medical prescriptions;

b) subject him/herself to a medical examination designated by the Insurer;

c) authorise the doctors attending the Insured Person to provide the doctor designated by the Insurer with all the requested information.

12. If the accident results in the death of any Insured Person, the Insurer should be sent, supplementary to the reporting of the accident, a death certificate indicating the cause of death and, when considered necessary, other documents providing further information on the accident and its consequences.

13. In the case of the confirmed impossibility of the Insurance Policyholder complying with any of the obligations established in this contract, this obligation is transferred to whoever can comply with it – Insured Person or heir.

14. Breach of the obligations referred to above or lack of truth in the information provided to the Insurer imply the accountability of the person responsible for losses and damage. In the case of breach of the obligations referred to in number 2 terminates the Insurer's liability.

15. If the consequences of an accident are exacerbated by a pre-existing illness or infirmity on the date of the accident, the Insurer's liability cannot exceed that which would have been if the accident had occurred to a person not bearing this illness of infirmity.

16. The insured values are explicitly established in the Particular Conditions and are attributed per Insured Person, up to the maximum limit of capacity stipulated in the registration document of the insured vehicle.

17. For occupants aged less than 14 years old or declared incapable before the date of the accident, the indemnity due to Death is legally limited to the payment of the expenses incurred with the transfer of their corpse and funeral, without prejudice to the provisions in the previous number.

18. If, at the time of the accident, the maximum limit of capacity stipulated in the registration document of the insured vehicle is exceeded, the indemnities established in the Particular Conditions payable to each person shall be reduced by application of the following formula:

C x L / L1

where "C" represents the sum insured per person, "L" the maximum limit of capacity authorised for the insured vehicle, and "L1" the effective capacity of this same vehicle at the time of the road accident.

19. If, at the time of the accident, the maximum limit of capacity stipulated in the registration document of the insured vehicle is exceeded, and there are minors below the age of 14 years old among the occupants, the formula established in the previous number shall also be applied, where each minor is considered as occupying half a place for the purposes of L1.

20. In the case of Death of the Insured Person, the Insurer shall pay the corresponding sum insured to the heirs of the victim, unless a beneficiary has been named in the Particular Conditions.

21. In the case of Permanent Disability:

a) the Insurer shall pay the Insured Person the part corresponding to the sum insured determined by application of the coefficients presented in the Table for Assessment of Permanent Disability in Civil Law approved by Decree-Law 352/2007, of 23 October.

b) the permanent functional limitations already borne by the Insured Person, on the date of the accident, shall be taken into consideration when establishing the degree of devaluation derived from the accident, which shall correspond to the difference between the already existing disability and that existing after the accident.

c) regarding the same limb or organ, the accumulated devaluation cannot exceed that which would correspond to the loss of that limb or organ;

d) whenever an accident results in injuries to more than one limb or organ, the total indemnity is obtained by adding the value of the indemnities relative to each one of the injuries, provided that the total does not exceed the sum insured.

22. Absolute Temporary Disability in the case of Hospital Internment:

a) which occurs in the 180 days following the date of the accident, the Insurer shall pay a daily allowance for the purpose established in the Particular Conditions for as long as the internment lasts, without prejudice to the provisions in the subparagraph below;

b) the right to the daily allowance shall start on the 4th day of internment, with a maximum duration of 180 days of internment, per period of enforcement of the Policy.

23. The Insurer shall reimburse, up to the limit for the effect established in the Particular Conditions, the expenses covered by this guarantee, to whoever demonstrates having made their payment, against submission of confirming documents.

24. The Insurer shall reimburse, up to the limit for the effect established in the Particular Conditions, the funeral expenses - including those of transfer of corpse - of the Insured Persons involved in the accident, to whoever demonstrates having paid the expenses, against submission of confirming documents, provided that the death occurs during two years following the road accident.

25. The Insurer is subrogated in all the rights of the Insured Persons against those responsible for the

accident, up to the concurrence of the amounts paid.

26. The Insurance Policyholder and Insured Person undertake to notify the Insurer of the existence of any other insurance guaranteeing the same risk, under penalty of being accountable for losses and damage.

27. The reimbursement of the treatment and funeral expenses, when guaranteed by other insurance contracts, shall be made through all the contracts in proportion to the respective insured values.

28. The indemnities due to Death, Permanent Disability and Absolute Temporary Disability in the case of Hospital Internment are payable and paid independently from those payable and paid under other insurance contracts.

SPECIAL CONDITION 170
CRASH, COLLISION AND ROLL-OVER – RECOMMENDED WORKSHOPS

1. For the purpose of the present Special Condition, the following definitions are applicable:

CRASH: the impact of the vehicle against any fixed body or incurred by it when stationary.
COLLISION: the impact of the vehicle in movement against any other body in movement.
ROLL-OVER: an accident where the vehicle loses its normal position and which is not the result of Crash or Collision.

INSURER'S NETWORK OF RECOMMENDED WORKSHOPS: the group of workshops, selected according to criteria of technical nature, capacity, facilities and technological infrastructures, with which the Insurer has agreements to carry out repairs, under the present coverage.

2. When contracted, the present Special Condition guarantees the Insured Person, under the terms presented in the Particular Conditions, compensation for damage caused to the insured vehicle due to Crash, Collision and Roll-Over, observing the arrangement established in the following numbers.

3. Without prejudice to the provisions in Clause 43 of the General Conditions of the Policy, for incidents covered by the present Special Condition, where it is necessary to repair the insured vehicle, this repair shall be carried out exclusively at a workshop included in the Insurer's Network of Recommended Workshops.

4. The Insurer shall inform the Insured Person of the workshops included in its Network of Recommended Workshops, when signing the contract and whenever, during its enforcement, changes are made to its composition.

5. If, in the case of an incident covered by the present Special Condition, the Insured Person decides not to repair the insured vehicle at a workshop included in the Insurer's Network of Recommended Workshops, the value of the deductible stipulated in the Particular Conditions of the Policy shall duplicate, always applying a minimum value of 10% on the insured value of the vehicle on the date of the incident.

6. The first incident claim reported and settled under the present Special Condition with repair of the insured vehicle at the Insurer's Network of Recommended Workshops, shall not imply an increase of the premium established in the System of Increases or Bonus per Incident Claim (Bonus/Malus) established in Clause 32 of the General Conditions of the Policy.

7. Any defects or other damage occurred in the process of repair at a workshop of the Network of Recommended Workshops can only be imputed to the repair workshop, excluding the Insurer's liability.

8. Apart from the situations established in Clause 40 of the General Conditions of the Policy, and unless explicitly agreed otherwise, the following damage is excluded:

a) caused by poor condition of roads or tracks, when this fact does not give rise to Crash, Collision or Roll-Over;
b) caused to wheel rims, inner tubes and tyres, except when derived from Crash, Collision or Roll-Over and were accompanied by other damage to the vehicle;
c) derived from circulation in locations recognised as not accessible to the vehicle;
d) caused to the insured vehicle by objects transported therein or during their loading and unloading.

9. Without prejudice to number 6 of the present Special Condition, this coverage is subject to the System of Bonus and Increases due to absence or occurrence of incident claims, established in Clause 32 of the General Conditions of the Policy.

SPECIAL CONDITION 180
REPLACEMENT VEHICLE IN THE CASE OF BREAKDOWN

1. For the purpose of the present Special Condition, the following definitions are applicable:

BREAKDOWN: technical failure of electrical, electronic or mechanical origin of the insured vehicle, inside the insured vehicle, caused by a random phenomenon which leads to its stoppage and renders it impossible to circulate by its own means.

2. The present Special Condition is valid exclusively in Portugal.

3. When contracted, the present Special Condition guarantees, according to the Insured Person's request of the Insurer's assistance service, in the case of breakdown of the insured vehicle causing its stoppage and inability to circulate by its own means, the Insurer's provision of a vehicle of a category equivalent to that of the insured vehicle, whenever available and up to the maximum limit of 2000 c.c. engine capacity, during the repair, for a maximum period of five days per incident and ten days per annuity.

4. The present Special Conditions covers situations of stoppage of the insured vehicle which give rise to a prior request of travel assistance, with towing or breakdown assistance service of the vehicle where, in the case of an incident, the Insured Person should previously contact the respective assistance services requesting these services.

5. Whenever the Insured Person has not previously contacted the Insurer's assistance services under the terms established in the number above, the Insured Person may only benefit from the guarantees of the present Special Condition if he/she provides effective evidence of breakdown of the insured vehicle, by sending the Insurer's assistance service the work sheet of the repair workshop indicating the cause, type of breakdown and estimated repair time. In this case, the attribution of the replacement vehicle shall always depend on confirmation by the Insurer's assistance service of the cause justifying the stoppage and its applicability in the present coverage.

6. In situations where the replacement vehicle is attributed after a towing or breakdown assistance service provided to the insured vehicle, the Insurer, on the business day following

that of the vehicle's stoppage, should take measures to send the assistance service written information of the repair workshop indicating the cause, type of breakdown that occurred and estimated repair time.

7. If the workshop indicated by the Insured Person to repair the insured vehicle is unable to start the repair immediately, the assistance service shall indicate a workshop in the vicinity to carry out the repair, in this case paying the cost of the transfer towing.

8. The Insurer is responsible for defining the lessor and the vehicle if a replacement vehicle, taking into account the features of the insured vehicle, and should inform the Insured Person of the identification of the lessor as well as the place of reception and delivery of the replacement vehicle.

9. The Insurer, through its Assistance Service, shall pay for the respective expenses related to rental and compulsory insurance, with the Insured Person being responsible for the costs related to fuel, tolls, personal insurance and protection against robbery, any costs inherent to the use of the vehicle and costs related to transport for reception and delivery of the replacement vehicle.

10. Apart from the situations foreseen in Clause 40 of the General Conditions of the Policy, the following are also excluded:

a) maintenance and repair operations derived from normal wear of the insured vehicle as well as the accessories installed by the Insured Person;
b) repairs derived from deliberately fraudulent or negligent actions or omissions of the Insured Person or Third Parties namely those derived from non-compliance of the recommendations of the manufacturer's manual or mistaken use, especially in the case of not checking levels of oil, water, lubricants or due to not stopping the vehicle immediately at the time of the detection or warning of an anomaly;
c) the consequences arising from insufficient technical and human means of the repair workshop as well as its inability to conduct the repair in due time, in situations where the Insured Person does not accept the repair of the insured vehicle at a workshop indicated by the assistance service;
d) the lack of parts or materials required to repair the insured vehicle, regardless of the entity responsible for carrying out the repair;
e) expenses derived from transport to the lessor's facilities, for reception and delivery of the replacement vehicle;
f) deductibles, additional coverage, bonds or other expenses charged by the lessor for the replacement vehicle;
g) breakdowns or damage caused to and by the replacement vehicle;
h) expenses related to fuel, tolls, parking, fines or penalties derived from legal offences of the insured vehicle and replacement vehicle;
i) requests for a replacement vehicle not derived from an incident explicitly covered by the present contract or which have not been previously requested, authorised and organised by the Insurer's assistance service;
j) periods of stoppage of the insured vehicle that have already passed and were not reported under the terms of the present Special Condition.

11. The contracting of this coverage is conditional to the prior or simultaneous contracting of the coverage established in the Special Condition of Replacement Vehicle.

SPECIAL CONDITION 190
TRAVEL ASSISTANCE - HEAVY GOODS VEHICLE

1. For the purpose of the present Special Condition, the following definitions are applicable:

INSURED PERSONS: the crew of the insured vehicle, up to the maximum of two persons per vehicle with permanent residence in Portugal.

CREW: drivers of the insured vehicle, up to the maximum of two persons per vehicle.

INSURED VEHICLE: heavy goods vehicle which can be a tractor, trailer or semi-trailer with Portuguese registration whose license plate is recorded in the Insurer's database.

BREAKDOWN: any fortuitous incident of mechanical, electrical, electronic or hydraulic origin, which makes the insured vehicle unable to continue the foreseen journey or which implies that the conditions of circulation are abnormal or dangerous to the safety of people or vehicles. A breakdown is defined as one or more flat tyres of the insured vehicle.

2. Unless explicitly agreed otherwise or arises from provisions to the contrary in the Particular Conditions of the Policy, the present coverage is limited to incidents occurred in the countries subscribing to the Agreement between National Insurance Services, under the terms of article 3, number 1 and 2 of the General Conditions.

3. The present Special Condition guarantees, with the limits established in the Table attached herewith and in the Particular Conditions, the services of assistance to the insured vehicle and to the Insured Persons, pursuant to the provisions in the following numbers:

Breakdown assistance or towing in case of accident or breakdown

4. In the case of accident or breakdown which prevents the insured vehicle from circulating by its own means, the Insurer guarantees, paying the respective costs, the sending of a qualified technician to the place where the vehicle is stopped to carry out the breakdown assistance to the vehicle, conducted at the site of the occurrence, so that the vehicle can resume its movement in perfect safety. The cost of the parts required for the breakdown assistance shall be payable by the Insurance Policyholder.

5. If it is not possible to provide the breakdown assistance enabling safe circulation of the vehicle under the terms of the previous number, the Insurer guarantees, paying the respective costs, the towing of the vehicle to the workshop closest to the site of the occurrence.

6. In the case of accident or breakdown involving a transport vehicle composed of a tractor/heavy vehicle and trailer/semi-trailer, whose license plates are recorded in the Insurer's database, and if both are unable to continue their journey, the provisions in the table attached to the present Special Condition and in the Particular Conditions are considered as the total limit of the sum insured for these components as a whole.

Sojourn of the Insured Persons

7. If the damaged or broken-down vehicle cannot be repaired on the same day, the Insurer shall pay the hotel stay, of the Insured Persons occupying the vehicle, from the time of the

occurrence up to the limit established in the Table attached herewith and in the Particular Conditions.

Recovery of the repaired vehicle

8. If the damaged or broken-down vehicle has been repaired at the place of the incident or has been found after the occurrence of theft or robbery, in good and safe working condition and the guarantees established in numbers 4 and 5 of the present Special Condition have not been activated, in the absence of a crew member or person able to replace the Insured Person, the Insurer shall organise and pay the necessary transport expenses of the Person indicated by the Insurance Policyholder for the recovery of the vehicle or, alternatively, place a driver at the disposal of the Insurance Person to transport the vehicle to the latter's usual domicile.

Sending of a driver abroad

9. In the case of the inability derived from an illness or accident, occurred abroad, of the insured vehicle's driver to drive it and in the absence of a person to replace him/her, the Insurer guarantees the payment of the travel expenses of another driver indicated by the Insurance Policyholder, to drive the vehicle from the place where the vehicle is stopped to the journey's place of destination. This guarantee excludes expenses related to fuel and tolls.

Protection and surveillance

10. In the case of an accident which causes the insured vehicle's goods to fall to the ground, due to breakage of the ropes securing the goods to the insured vehicle, or also in the case that the Insured Persons have been injured and evacuated, with the insured vehicle and the goods remaining in the hands of a third party, the Insurer shall guarantee the onsite surveillance by the police or by security companies for a maximum period of 48 hours, paying the respective expenses up to the limit of the sum insured.

Transfer of goods

11. In the case of an accident which prevents the insured vehicle from continuing the journey and transported goods need to be transferred to another movable unit due to their possible rapid perishability, the Insurer shall assist the interested participants in all the actions aimed at acting in due time and opportunely for their transfer. The Insurer shall pay or reimburse the transfer expenses up to the limit of the sum insured, with the Insurance Policyholder being liable for the expenses related to the movable unit and any other necessary means. The Insurer cannot, under any circumstances whatsoever, be held accountable for damage caused to the goods, namely as a consequence of the perishability of these goods or due to their transfer operation.

Supplementary Provisions

1. The stipulated payments and indemnities shall be paid, in excess of and supplementary to other already existing contracts, covering the same risks. The Insurance Policyholder undertakes to take all the necessary measures to obtain these payments and return them to the Insurer in the case and to the extent that the Insurer has advanced them.

2. Whenever the payments made under this insurance correspond to rights of the Insured Person against liable third parties, the Insurer is subrogated, after compliance, in the corresponding rights, lawsuits and appeals against these third parties, unless they are also Insured Persons.

3. This Special Condition does not cover payments that have not been requested from the Insurer and which were not made with the insurer's agreement, except in case of force majeure or demonstrated material impossibility.

TABLE OF GUARANTEES AND LIMITS OF INDEMNITY

COVERAGE	LIMIT OF SUM INSURED
Breakdown assistance in case of accident or breakdown	€ 350.00
Towing of the vehicle in case of accident or breakdown	€ 1,000.00
Sojourn of the Insured Persons	€ 60.00
Recovery of the repaired vehicle	Unlimited
Sending of a driver abroad	Unlimited Excluded: fuel and tolls
Protection and surveillance	€ 100.00 day maximum € 200.00
Transfer of goods	Unlimited

SPECIAL CONDITION
TRAVEL ASSISTANCE - HEAVY PASSENGER VEHICLES

1. For the purpose of the present Special Condition, the following definitions are applicable:

INSURED PERSONS: the vehicle's crew, with the maximum of three persons per vehicle, as well as the passengers inside the vehicle or during its journey, at the time of the incident.

CREW: drivers of the insured vehicle and guide, up to the maximum of three persons per vehicle.

INSURED VEHICLE: vehicle intended for passenger transport, with more than nine places, with a Portuguese license plate and identified in the Insurer's database.

BREAKDOWN: any fortuitous incident of mechanical, electrical, electronic or hydraulic origin, which makes the insured vehicle unable to continue the foreseen journey or which implies that the conditions of circulation are abnormal or dangerous to the safety of people or vehicles. A breakdown is defined as one or more flat tyres of the insured vehicle.

2. Unless explicitly agreed otherwise or arises from provisions to the contrary in the Particular Conditions of the Policy, the present coverage is limited to incidents occurred in the countries subscribing to the Agreement between National Insurance Services, under the terms of article 3, number 1 and 2 of the General Conditions.

3. The present Special Condition guarantees, with the limits established in the Table attached herewith and in the Particular Conditions, the services of assistance to the insured vehicle and to the Insured Persons, pursuant to the provisions in the following numbers:

Main Guarantees

Breakdown assistance or towing in case of accident or breakdown

4. In the case of accident or breakdown which prevents the insured vehicle from circulating by its own means, the Insurer guarantees, paying the respective costs, the sending of a qualified technician to the place where the vehicle is stopped to carry out the breakdown assistance to the vehicle, conducted at the site of the occurrence, so that the vehicle can resume its movement in perfect safety. The cost of the parts required for the breakdown assistance shall be payable by the Insurance Policyholder.

5. If it is not possible to provide the breakdown assistance enabling safe circulation of the vehicle under the terms of the previous number, the Insurer guarantees, paying the respective costs, the towing of the vehicle to the workshop closest to the site of the occurrence.

Supplementary Guarantees

Replacement Vehicle in case of breakdown or robbery

6. When the repair of the insured vehicle takes more than 6 hours or in the case of its robbery, the Insurer shall place a replacement vehicle at the disposal of the Insured Person, up to the limits established in the Table attached herewith and in the Particular Conditions. In the case of robbery, the guarantee shall only be valid against confirming evidence of its reporting to the police authorities sent to the Insurer within the period of 3 days counted as of the date of the occurrence.

Transfer or accommodation of passengers

7. In situations of accident or breakdown of the insured vehicle and when the repair cannot be done at the site of the occurrence, the Insurer shall take the necessary measures to transfer the passengers to another vehicle to continue the journey. If this transfer cannot be done immediately, due to lack of technical means, the Insurer shall pay the expenses derived from the accommodation of the passengers at hotels close to the site of stoppage, up to the limit established in the Table attached herewith and in the Particular Conditions.

Repatriation or medical transport of the crew

8. In the case of accident or illness affecting the insured vehicle's crew, the Insurer shall cover:

a) the monitoring of the Insured Persons' clinical situation, by the Insurer's medical team, via contact with the attending doctor, for assessment of the possibility of transfer of the Insured Persons;
b) the transfer of the Insured Persons to their residence or to the closest hospital centre to their residence, at an opportune time and with approval of the Insurer's medical team.

9. In the situations referred to in the previous number, the means of transport used shall be determined by the Insurer's medical team and suitable to the Insured Persons' medical

situation.

Repatriation in the case of death of crew members

10. In the case of death of one of the crew members, the Insurer shall guarantee the necessary formalities, at the place of the occurrence, to transport the body to the place of the funeral, paying the respective expenses.

Medical expenses abroad of crew members

11. In the case of accident or illness of a crew member, occurred abroad, the Insurer shall cover the payment of the medical, surgical and hospital expenses and costs of medication prescribed by the doctor. This guarantee is only applicable to expenses previously authorised by the Insurer, and up to the limit established in the Table attached herewith and in the Particular Conditions.

Sending of a driver

12. In the case of the inability derived from an illness or accident, occurred abroad, of the insured vehicle's driver to drive it and in the absence of a person to replace him/her, the Insurer guarantees the payment of the travel expenses of another driver indicated by the Insurance Policyholder, to drive the vehicle from the place where the vehicle is stopped to the journey's place of destination. This guarantee excludes expenses related to fuel and tolls.

Advance of bail abroad

13. The Insurer shall advance, up to the limit established in the Table attached herewith and in the Particular Conditions, the bail required to secure the provisional freedom and appearance at court of the Insured Person as a result of criminal proceedings derived from a road accident with the insured vehicle.

14. The amounts advanced under the terms of the previous number should be reimbursed to the Insurer pursuant to the following terms:

a) at the time of restitution of the bail due to suspension or acquittal;
b) within the period of 15 days counted from the court sentence, in the case of condemnation;
c) within the maximum period of three months counted from the date of the advance.

15. In order to activate this guarantee, the Insured Person should sign a document of recognition of debt or provide sufficient guarantee of reimbursement of the value of the bail to the Insurer.

Advance of lawyer's fees abroad

16. The Insurer shall advance, up to the limit established in the Table attached herewith and in the Particular Conditions, the value of fees of the agent, lawyer or other legally qualified Person to defend, represent or serve the interests of the Insured Person in judicial or administrative proceedings or in any other case of conflict of interest derived from the circulation of the insured vehicle abroad.

17. In order to activate this guarantee, the Insured Person should sign a document of recognition of debt or provide sufficient guarantee of reimbursement of the value advanced

by the Insurer, and should also exhibit documents confirming the fees payable.

18. Values advances under the terms of the previous numbers should be reimbursed to the Insurer within the period of three months counted from the date of the advance.

Supplementary Provisions

1. The stipulated payments and indemnities shall be paid, in excess of and supplementary to other already existing contracts, covering the same risks. The Insurance Policyholder undertakes to take all the necessary measures to obtain these payments and return them to the Insurer in the case and to the extent that the Insurer has advanced them.

2. Whenever the payments made under this insurance correspond to rights of the Insured Person against liable third parties, the Insurer is subrogated, after compliance, in the corresponding rights, lawsuits and appeals against these third parties, unless they are also Insured Persons.

3. This Special Condition does not cover payments that have not been requested from the Insurer and which were not made with the insurer's agreement, except in case of force majeure or demonstrated material impossibility.

TABLE OF GUARANTEES AND LIMITS OF INDEMNITY

COVERAGE	LIMIT OF SUM INSURED
Breakdown assistance in case of accident or breakdown	€ 600.00 travel and labour (up to two hours)
Towing in case of accident or breakdown	€ 1,000.00
Replacement Vehicle in case of breakdown or robbery	3 days or up to the maximum limit of € 1,800.00
Transfer or accommodation of passengers	€ 50.00 / person up to the maximum € 900.00
Repatriation or medical transport of the crew	Unlimited
Repatriation in the case of death of crew members - If the funeral takes place in the country of death	€ 4,590.00 € 1,530.00
Medical expenses abroad of crew members	€ 7,620.00 per person/journey Deductible € 150.00
Sending of a driver	Unlimited Excluded: fuel and tolls
Advance of bail abroad	€ 7,600.00
Advance of lawyer's fees abroad	€ 760.00

NOTES

TABLE OF AUTOMATIC PERIODIC DEVALUATION OF VEHICLE VALUE

(REFERRED TO IN NUMBER 2 OF CLAUSE 41 OF THE GENERAL CONDITIONS OF THE POLICY)

This table is intended to determine the automatic updating of the sum insured of the vehicle covered by the policy on the starting date of the coverage and each subsequent date of renewal of the contract, when the market value of the vehicle is not in Eurotax. The sum insured used as the basis both for calculating the premium and for determination of the indemnity value in the case of total loss shall be that of the starting date of the coverage or the date of renewal of the contract, and shall remain constant during each annuity.

YEAR	PASSENGER CARS Up to 15.000€	PASSENGER CARS From 57.500€	PASSENGER CARS From 57.500€	LIGHT COMMERCIAL VEHICLES Up to 25.500€	LIGHT COMMERCIAL VEHICLES From 25.500€	HEAVY VEHICLES Up to 55.500 €	HEAVY VEHICLES FROM 55.500 €	MOTOCYCLES
1	-18,4%	-20.1%	-26,4%	-31,2%	-28,8%	-36,5%	-33,9%	-23,8%
2	-29,5%	-31,0%	-36,4%	-41,2%	-39,6%	-49,1%	-46,6%	-31.8%
3	-38,2%	-40,2%	-44,6%	-49,2%	-49,2%	-57,6%	-55,5%	-37,9%
4	-46,3%	-48,3%	-52,1%	-56,2%	-57,0%	-64,2%	-68,0%	-44,1%
5	-52,9%	-55,7%	-58,6%	-62,5%	-63,3%	-71,1%	-73,4%	-48,7%
6	-59,7%	-61,5%	-64,1%	-67,5%	-67,8%	-76,0%	-77,9%	-55,3%
7	-66,7%	-67,4%	-70,0%	-72,1%	-71,4%	-80,2%	-81,3%	-61,0%
8	-72,5%	-72,3%	-74,8%	-76,0%	-74,6%	-83,7%	-84,2%	-66,0%
9	-77,3%	-76,5%	-78,9%	-79,4%	-77,5%	-86,6%	-86,6%	-70,4%
10	-81,3%	-80,0%	-82,3%	-82,3%	-80,0%	-89,0%	-88,7%	-74,2%
11	-84,5%	-83,0%	-85,2%	-84,8%	-82,2%	-90,9%	-90,4%	-77,5%
12	-87,2%	-85,5%	-87,6%	-86,9%	-84,2%	-92,5%	-91.9%	-80,4%
13	-89,4%	-87,6%	-89,6%	-88,7%	-86,0%	-93,9%	-93,2%	-82,9%
14	-91,3%	-89,5%	-91,3%	-90,3%	-87,6%	-94,9%	-94,2%	-85,1%
15	-92,8%	-91,0%	-92,7%	-91,7%	-89,0%	-95,8%	-95,1%	-87,0%
16	-94,0%	-92,3%	-93,9%	-92,8%	-90,2%	-96,6%	-95,9%	-88,6%
17	-95,0%	-93,4%	-94,9%	-93,9%	-91,3%	-97,2%	-96,5%	-90,1%
18	-95,9%	-94,4%	-95,7%	-94,7%	-92,3%	-97,7%	-97,0%	-91,4%
19	-96,6%	-95,2%	-94,4%	-95,5%	-93,2%	-98,1%	-97,5%	-92,5%
20	-97,2%	-95,9%	-97,0%	-96,1%	-93,9%	-98,4%	-97,9%	-93,4%

The devaluation rates are applied to the value of the vehicle as new.

The present document is a translation of the Portuguese version. In case of discrepancy between the versions, the Portuguese version shall prevail.