

# MOTOR INSURANCE POLICY

## GENERAL CONDITIONS

### PRELIMINARY CLAUSE

1. Seguradoras Unidas, S.A., hereinafter the Insurance Company, and the Policyholder identified in the Schedule have executed an insurance contract which will be governed by these General Conditions and by the Schedule, and also by the Special Conditions if subscribed to.
2. The specifications of this Contract are provided for in the Schedule that contains, among other data, the identification of the parties and of their place of residence, information about the Insured, information about the representatives of the Insurance Company in the event of a claim, the determination of the premium and the formula for the calculation thereof.
3. The Special Conditions provide for specific covers in the General Conditions herein or the cover of other risks and/or guarantees beyond those provided for in the General Conditions which must be specifically identified in the Schedule.
4. Beyond the Conditions provided for in the previous paragraphs, that constitute the Policy, this Contract also includes the documents provided for in clause 21, as well as concrete and objective publicity messages that contradict the clauses of the policy, except if the latter are more favourable to the Policyholder, to the Insured or to the injured third party.
5. The provision in paragraph 5 above will not be applicable to publicity messages that have ceased to be issued over more than one year from the execution of the contract, or when the very messages determine a period of validity and the contract has been executed outside said period.
6. The Insurance Company provides the text of Chapter III of Title II of Executive Law no. 291/2007 of 21 August, which can be easily printed from its website, [www.tranquilidade.pt](http://www.tranquilidade.pt), free of charge.

### PART I

#### Compulsory Civil Liability Insurance

- i) Deductible: The value of the settlement of the claim provided for in the insurance contract which is not payable by the Insurance Company.

### CHAPTER I

#### Definitions, Purpose and Guarantees of the Contract

##### Clause 1 - Definitions

In this Contract, the following terms and expressions will have the meanings set forth below:

- a) Policy: The set of the Conditions identified in the previous Clause which formalise the insurance contract that is executed,
- b) Insurance Company: The entity legally entitled to operate the compulsory motor third party liability insurance, who subscribes to this Contract,
- c) Policyholder: The person or entity who executes the Contract with the Insurance Company and who is responsible for paying the premium,
- d) Insured: The person or entity that owns the interest insured,
- e) Third party: The person or entity that, as a consequence of a claim covered by this contract, suffers damages susceptible of being remedied or compensated under the terms of civil law and this policy,
- f) Claim: The partial or full occurrence of the event that triggers the cover of the risk provided for in the contract. The event or series of events arising from the same cause shall be considered as a single claim.
- g) Bodily injury: damages arising from injuries to physical or mental health,
- h) Material damage: damages to moveable or immoveable property or to animals,

##### Clause 2 – Object of the Contract

1. **The purpose of the contract herein is to comply with the obligation of the motor civil liability insurance, set forth in article 4 of Executive Law no. 291/2007, of 21 August.**
2. **The contract herein covers, within the limits and accordingly to the conditions legally provided:**
  - a) **The civil liability of the Policyholder, the vehicle's owner, beneficial owner, purchaser with reservation of ownership or lessee under the leasing system, as well as of the rightful holders and drivers thereof, for personal injuries and damage to property caused to third parties;**
  - b) **The satisfaction of repair due by the perpetrator of theft, robbery, unlawful use of vehicles or road accidents intentionally caused.**

##### Clause 3 – Territorial and Temporal Scope

1. **The contract herein covers civil liability stemming from accidents occurred:**
  - a) **In all territories of countries whose national insurers' bureaux have signed the Agreement entered into between the national insurers' bureaux, including the stays of the vehicle in any one of them during the insurance contract period;**
  - b) **In the route directly linking two territories where the Agreement on the European Economic Area is in force, if there is no national insurers' bureau on such route;**
2. **The countries referred to in subparagraph a) of the previous paragraph are, specifically, the Member**

States of the European Union, the other members of the European Economic Area (Iceland, Liechtenstein and Norway), and also Switzerland, Croatia, the Faroe Islands, the Channel Islands, Gibraltar, the Isle of Man, the Republic of San Marino, the Vatican State and Andorra, as well as all other countries whose national insurers' bureaux have signed the aforementioned Agreement and come to be mentioned in the agreement or in its supporting documents.

3. The agreement may also cover civil liability stemming from the driving of the vehicle in other territories apart from those already mentioned in paragraph 1, specifically the ones where there are national insurers' bureaux that have signed the section II of the Regulation attached to the Agreement entered into between the national insurers' bureaux, provided that it is guaranteed by a valid international certificate of insurance (the green card) in order to drive in those countries.
4. This contract covers civil liability stemming from accidents occurred within the insurance contract period under the applicable legal terms.

#### Clause 4 – Material Scope

1. The contract herein guarantees:
  - a) Regarding accidents occurred in the Portuguese territory, the obligation to provide compensation set forth in civil law;
  - b) Regarding accidents occurred in all other territories whose national insurers' bureaux have signed the Agreement entered into between the national insurers' bureaux, the obligation to provide compensation set forth in the law applicable to the accident, which within the scope of accidents occurred in territories where the Agreement on the European Economic Area is in force, is replaced by Portuguese law whenever the latter provides a higher cover;
  - c) Regarding accidents occurred on the route provided in subparagraph b) of paragraph 1 of the previous clause, only the damages caused to residents of Member States and of countries whose national insurers' bureaux have signed the Agreement entered into between the national insurers' bureaux and under the terms of Portuguese law.
2. This contract covers damages sustained by pedestrians, cyclists and other non-motorised users of the roads only where and insofar as the law applicable to civil liability stemming from road accidents determines the compensation for those damages.

#### Clause 5 – Mandatory cover exclusions

1. Any bodily injury suffered by the driver of the insured vehicle liable for the accident or damage ensuing therefrom is excluded from the mandatory insurance cover.
2. Any material damage caused to the following persons is also excluded from the mandatory insurance cover:
  - a) The driver of the vehicle liable for the accident;
  - b) The Policyholder;
  - c) All those whose liability is legally covered, in particular as a result of co-ownership of the insured vehicle;

- d) Companies or legal representatives of legal persons liable for the accident, when carrying out their duties;
  - e) The spouse, ascendants, descendants or adopted children of the people referred to in subparagraphs a) to c), as well as other relatives or similar of these people up to the 3<sup>rd</sup> degree of kinship, but in this latter case, only when they live with or are dependent from said persons;
  - f) Those who, under the terms of Articles 495, 496 and 499 of the Civil Code, benefit from a compensatory claim ensuing from ties with any of the people referred to in the previous subparagraphs;
  - g) Passengers, when transported in a manner contravening the rules governing passenger transport established in road traffic regulations. These specifically cover the transport of children, transport of non-seated persons and transport on motorbikes, three-wheelers, quad bikes and mopeds/scooters.
3. In the event of an accident-related death of any of the persons mentioned in subparagraphs e) and f) of the previous paragraph, any compensation to the person responsible for the accident is excluded.
  4. The following are also excluded from the mandatory insurance cover:
    - a) Damage caused to the actual insured vehicle;
    - b) Damage caused to goods transported in the insured vehicle, whether it occurs during transport or in loading or unloading operations;
    - c) Any damage or injury caused to third parties as a result of loading and unloading operations;
    - d) Damage or injury caused directly or indirectly by explosion, the release of heat or radiation ensuing from the fission or fusion of atoms, artificial particle acceleration or radioactivity;
    - e) Any damage or injury occurring during sporting events and official training sessions, except in the case of insurance for sporting events, in which case these general conditions, with the necessary adaptations provided for the purpose as agreed by the parties, shall apply.
  5. In the case of robbery, theft or unauthorised use of vehicles and road accidents caused intentionally, the insurance shall not cover the payment of compensation owed by the culprits and their accomplices to the owner, usufructuary, purchaser with reservation of ownership or lessee with a financial leasing contract, nor to the culprits or their accomplices or to the passengers transported if they were aware of the unlawful possession of the vehicle and if they were transported in the vehicle of their own free will.

6. Whenever the cover supplied by this policy implies the violation on any embargoes or financial or economic sanctions issued by the European Union, by the United Nations Security Council, by the OFAC (Office of Foreign Assets Control) or by the HM Treasury, the cover will be deemed null and void, and shall be of no effect.

In addition to the provisions in the previous paragraph, in accordance with national and international standards and good business practices, the Insurance Company reserves the right not to perform any operations on a policy that is or is suspected to be related to the practice of crimes of money laundering and/or financing of terrorism.

## Initial and incidental risk statement

## Clause 6 – Duty to make the initial risk statement

1. Before executing the contract, the Policyholder or the Insured must clearly state all the circumstances of which they are aware and should reasonably consider significant for the assessment of the risk by the Insurance Company.
2. The provision in the above paragraph 1 is also applicable to circumstances not required to be mentioned in the questionnaire which may or may not be supplied by the Insurance Company for the purpose.
3. Except in case of fraudulent misstatement by the Policyholder or the Insured for the purpose of obtaining an advantage, the Insurance Company having accepted the contract will not be entitled to avail itself:
  - a) From an omission to answer a question of the questionnaire,
  - b) From an imprecise answer to a question formulated in too generic terms,
  - c) From an evident inconsistency or contradiction in the answers to the questionnaire,
  - d) From a statement that the representative of the Insurance Company knew to be untrue, or from an omission of which the representative was aware at the time of executing the contract,
  - e) From circumstances of which the Insurance Company was aware, particularly if publicly known.
4. Before the execution of the contract, the Insurance Company must provide to the potential Policyholder or Insured all clarifications about the duty referred to in paragraph 1 above, as well as about the consequences of not complying therewith, under the penalty of becoming publicly liable under the law.

## Clause 7 – Intentional non-compliance with the duty to make the initial risk statement

1. In case of intentional non-compliance with the duty referred to in paragraph 1 of Clause 6 above, the contract is voidable by means of a notice sent by the Insurance Company to the Policyholder.
2. Where no claim has arisen, the notice referred to in paragraph 1 must be sent within three (3) months from the Insurance Company becoming aware of said non-compliance.
3. The Insurer will not be under any obligation to cover a claim arising before the Insurer became aware of the fraudulent non-compliance referred to in paragraph 1, or during the period provided in paragraph 2, and the general provisions of the law on voidance will be applicable.
4. The Insurer will be entitled to the premium due up to the end of the period referred to in paragraph 2, except if the Insurance Company or its representative has concurred in the fact through fraud or gross negligence.
5. In case of fraud by the Policyholder or by the Insured with the intent of securing an advantage, the premium will be due up to the end of the contract.

## Clause 8 – Negligent non-compliance with the duty to make the initial risk statement

1. In case of negligent non-compliance with the duty referred to in paragraph 1 of Clause 6 above, the Insurance Company will be entitled, by means of a notice sent (by the Insurance Company) to the Policyholder within three (3) months of becoming aware of the fact:
  - a) To propose a change to the contract and to give a period of at least fourteen (14) days for the acceptance thereof or, if admissible, for receiving a counterproposal,
  - b) To cancel the contract by providing evidence that the Insurance Company does not, in any circumstance, execute contracts to cover the risks relating to the omitted or misstated fact.
2. The contract will cease to be effective thirty (30) days after the notice of cancellation is sent or twenty (20) days after the reception by the Policyholder of the proposal of change if the Policyholder fails to reply or rejects it.
3. In the case referred to in paragraph 2, the premium will be returned *pro rata temporis* taking into account the cover provided.
4. If, before the cancellation or modification of the contract, a claim arises and the verification or the consequences thereof have been influenced by a fact in respect of which there were negligent omissions or misstatements:
  - a) The Insurance Company will cover the claim in the proportion of the difference between the premium paid and the premium that would otherwise be payable at the time of execution of the contract if the omitted or misstated fact had been known,
  - b) Having demonstrated that in no circumstance the contract would have been executed if the omitted or misstated fact was known to the Insurance Company, the claim will not be covered and the Insurance Company's sole obligation will be to return the premium.

## Clause 9 – Risk increase

1. The Policyholder or the Insured are required to communicate to the Insurance Company, during the course of the contract and within fourteen (14) days from becoming aware of them, the existence of any circumstances likely to increase the risk and that - if known to the Insurance Company at the time of the execution of the contract, would likely have influenced the will of the Insurance Company to enter into the contract or the conditions of the contract.
2. Within thirty (30) days of being informed of the risk increase, the Insurance Company will be entitled:
  - a) To submit a proposal to change the contract to the Policyholder who will have an equal period either to accept or to reject the change. At the end of said period without a reply from the Policyholder, the proposed change will be deemed to be tacitly approved, or
  - b) To cancel the contract by demonstrating that in no circumstance the Insurance Company executes contracts with the characteristics resulting from that risk increase.
3. The cancellation of the contract will become effective fifteen (15) days from the date of the notice of cancellation, as provided in paragraph 2 b) above.

#### Clause 10 – Claim and risk increase

1. **If, before the cancellation or the change of the contract as provided in Clause 9, a claim arises, the verification or consequence of which is influenced by the increased risk, the Insurance Company will be entitled:**
  - a) **Either to cover the risk and provide the benefits/compensation, provided the increased risk was correctly and timely communicated before the occurrence of the claim or before the end of the period provided in paragraph 1 of Clause 9, or**
  - b) **To partially cover the risk and reduce the benefits/compensation in a proportion equal to the difference between the premium effectively received and the premium that would otherwise be due in respect of the actual risk, if the risk increase was not correctly and timely communicated before the occurrence of the claim, or**
  - c) **To refuse cover in the event of fraudulent behaviour on the part of the Policyholder or of the Insured with the purpose of securing an advantage. In this case, the Insurance Company will retain the right to receive the premiums due.**
2. **In the situation provided in paragraph 1 a) and b), if the risk increase is ascribable to the Policyholder or to the Insured, the Insurance Company will not be required to pay the benefit if the Insurance Company demonstrates that in no circumstance the Insurance Company executes contracts with the characteristics resulting from that risk increase.**

### CHAPTER III

#### Payment and alterations of premiums

##### Clause 11 – Maturity of premiums

1. Except if agreed otherwise, the initial premium, or the first instalment thereof is due and payable on the date of execution of the contract.
2. The following instalments of the initial premium, the premium of the subsequent annuities and the successive instalments will be due on the dates provided in the contract.
3. The calculated portion of a variable premium and, if any, the portion of the premium corresponding to changes in the contract are due on the dates indicated on the notices of payment.

##### Clause 12 – Cover

The cover of the risks is conditional upon the previous payment of the premium.

##### Clause 13 – Notice of payment of premiums

1. During the course of the contract, the Insurance Company will inform the Policyholder about the amount payable and about the manner and place of payment, by giving at least thirty-day (30) written notice of payment in respect of the date when the premium or the instalment becomes due.
2. The notice will indicate, in a legible manner, the consequences of the lack of payment of the premium or of the instalment.
3. In insurance contracts providing for the payment of the premium in instalments with a periodicity equal to or less than three (3) months and where the contractual documentation indicates the due dates and the amounts payable of the successive instalments of the premium, as

well as the consequences of a lack of payment, the Insurance Company may choose not to send the notice provided in paragraph 1. In this case, however, the Insurance Company will be required to evidence that the Insurance Company issued and that the Policyholder received and accepted said contractual documentation.

##### Clause 14 – Lack of payment of premiums

1. Failure to pay the initial premium or the first instalment thereof on the date it becomes due will determine the immediate cancellation of the contract, effective on the date of execution thereof.
2. The lack of payment of the premium of subsequent annuities or of the first instalment thereof on the date it becomes due will preclude the prorogation of the contract.
3. The lack of payment will determine the automatic cancellation of the contract on the due date of:
  - a) An instalment of the premium during the course of an annuity,
  - b) An adjustment premium or part of a variable premium,
  - c) An additional premium resulting from a change to the contract based on a risk increase.
4. Failure to pay - up to the due date, an additional premium resulting from a change to the contract will make the change ineffective and the contract will continue with the conditions that were in force before the change, unless said continuation proves impossible, a case in which the contract will be deemed to be terminated on the date the unpaid premium fell due.

##### Clause 15 – Alteration of the premiums

1. Where there is no change in the risk, any change to the premium applicable to the contract may only be implemented on the commencement date of the next annuity.
2. The change of the premium by application of no-claims bonuses or claim-related increases, regulated in Chapter VIII, is reflected in the first annuity following the date of application thereof.

### CHAPTER IV

#### Commencement, effectiveness, duration and cancellation of the contract

##### Clause 16 – Commencement and effectiveness

1. The date and time when the cover of the risks becomes effective are indicated in the Schedule of the Policy and in the certificate of insurance, in accordance with the provisions in clause 12.
2. The provision in paragraph 1 is also applicable to the commencement of the contract if different from the start of cover of the risks.

##### Clause 17 – Duration

1. **The duration of the contract is indicated in the Schedule of the Policy and in the certificate of insurance, which may be a fixed period (temporary insurance) or an annual period that may be renewed for successive one-year periods.**
2. **The effects of the contract cease at midnight of the last day of its period.**
3. **The renewal provided in paragraph 1 will not take place if any of the parties gives at least thirty-day (30) written notice of cancellation in respect to the**

**renewal date or if the Policyholder fails to pay the premium.**

#### Clause 18 – Contract terminations

- 1. The contract may be cancelled by any of the parties, at any time, for a just cause, by registered post.**
- 2. The Insurance Company may not invoke the occurrence of a claim as a relevant cause for the purpose stated in paragraph 1.**
- 3. The value of the premium to be returned to the Policyholder in the event of early cancellation of the contract is calculated in proportion with the period of time that would otherwise elapse between the date of cessation of the cover and the end of the contract, except if otherwise agreed between the parties under the legal terms.**
- 4. Where the contract is cancelled, the Policyholder returns to the Insurance Company the insurance certificate and registration sign if their expiration date is later than the cancellation date, within eight (8) days from the moment where it has taken effect.**
- 5. The return of the documents provided for in the previous paragraph is a contingent condition of the return of the premium, except where a justifiable motive prevents said return.**
- 6. The cancellation of the contract will become effective at midnight of the day of cancellation.**
- 7. If the Policyholder is not the Insured, the Insurance Company must notify the Insured of the cancellation of the contract as soon as possible, up to twenty (20) days after the non-renewal or cancellation thereof.**
- 8. The cancellation of the contract will become effective fifteen (15) days from the date when the notice of cancellation is sent, as provided in the preceding paragraphs.**

#### Clause 19 – Sale of the vehicle

- 1. The insurance contract is not transferable in the event of the sale of the vehicle. It ceases to be in force as of midnight on the day of sale, unless it is used by the current Policyholder to insure another vehicle.**
- 2. The Policyholder shall inform the Insurance Company in writing of the sale of the vehicle within 24 hours thereafter, appending the provisional insurance certificate, the civil liability certificate or the notice-receipt and the international certificate of insurance (green card).**
- 3. Failure to give the notice stipulated in the previous paragraph entitles the Insurance Company to a compensation that equates to the amount of the premium corresponding to the period of time that elapses between the time of sale of the vehicle and the anniversary of the insurance, without prejudice to the effects of the contract having ceased, pursuant to paragraph 1.**
- 4. The parties may limit the penalty provided for in the previous paragraph to the effective duration of the non-compliance provided for therein.**
- 5. The Policyholder may request the suspension of the effects of the contract until the vehicle is replaced, with subsequent extension of the validity of the policy, when communicating the sale of the vehicle to the Insurance Company.**
- 6. If the vehicle has not been replaced within one hundred and twenty (120) days of the date of the request for suspension of the policy, the deadline will not be extended**

and the contract will be deemed to have been terminated on the suspension start date. The premium to be returned by the Insurance Company is calculated according to paragraph 3 of the previous clause.

#### Clause 20 – Transfer of rights

The death of the Policyholder does not trigger the expiry of the contract, unless agreed otherwise. The Policyholder's rights and obligations are inherited by the legal heirs.

### CHAPTER V

#### Proof of insurance

#### Clause 21 – Proof of insurance

- The following are considered to be documentary proof of this insurance contract:
  - With regard to vehicles normally kept in Portugal: the international certificate of insurance (green card), the provisional certificate, the notice-receipt or the civil liability certificate, when valid;
  - With regard to vehicles normally kept outside of the European Economic Area: the documents provided for in the previous paragraph as well as the frontier insurance certificate, when valid.
- In the event of a contract for which the premium is paid in 4 monthly instalments or more frequently and when the Insurance Company automatically issues provisional certificates, the Policyholder may request the issue of an international certificate of insurance, which will be issued within five (5) working days at no extra charge.

#### Clause 22 – Intervention of an insurance intermediary

- No insurance intermediary shall be deemed to be authorised to execute or to cancel contracts, to undertake or to change contractual obligations or to validate additional declarations in the name of the Insurance Company, except as provided in the paragraphs below.
- Only insurance intermediaries specifically empowered, in writing, by the Insurance Company, will be entitled to execute or to change contractual undertakings or to validate additional declarations in the name of the Insurance Company.
- Notwithstanding the absence of specific powers on the part of the insurance intermediary, the insurance contract will be deemed valid when there are ponderous motives, of an objective nature and taking into account the circumstance of the case, that justify the trust of the Policyholder, acting in good-faith, in the legitimacy of the intermediary, provided the Insurance Company has also contributed to build the Policyholder's trust.

### CHAPTER VI

#### Main obligation of the Insurance Company

#### Clause 23 – Limits to the obligation

- The Insurance Company's liability is always limited to the maximum amount set in the Schedule of the policy, however many people are injured in an incident and at all times is equal to or greater than the compulsory minimum amount insured.**
- Unless agreed otherwise in the Schedule:**
  - If the compensation awarded to the injured parties is greater than or equal to the insured amount, the Insurance Company is not liable for legal fees;**

- b) **If the compensation awarded to the injured parties is less than this, the Insurance Company is liable for the compensation and legal fees up to the limit of the insured amount.**

#### Clause 24 – Deductible

1. **By express agreement, the Policyholder or the Insured can be liable for the payment of part of the compensation due to third parties, but this limitation may not be forced upon the Policyholder or Insured.**
2. **The Insurance Company must make full payment when there is a valid request for compensation from third parties. However, it also has the right to seek reimbursement of the applicable excess under the terms and provisions of paragraph 1.**

#### Clause 25 – Plurality of insurance contracts

If the same vehicle is covered by various insurance contracts, the first one to apply, for all legal purposes, is the sports insurance contract or, where there is no such contract, the garage owner's insurance or, where neither of these two exists, the driver's insurance or, where none of these three exists, the residual contract entered into pursuant to article 6(2) of Executive Law no. 291/2007 of 21 August. Where none of these four contracts exists, then the vehicle owner's insurance or the insurance of other parties having the obligation to insure shall apply.

#### Clause 26 – Insufficient insured amount

1. **If a single claim results in various injured parties being entitled to compensation and the total of this exceeds the insured amount, the rights of the injured parties against the Insurance Company are proportionally reduced, down to the maximum value of the insured amount.**
2. **If the Insurance Company, in good faith and through unawareness of the existence of other claims, has paid an injured party compensation higher than that which it is entitled to under the terms of the previous paragraph, it is not liable towards the other injured parties except up to the remainder of the insured amount.**

### CHAPTER VII

#### Obligations and rights of the parties

#### Clause 27 – Obligations of the Policyholder and of the Insured

1. In case of an event giving rise to a claim covered by this Contract, the Policyholder or the Insured - on penalty of being liable for losses and damage - undertake as follows:
  - a) **To report such claim to the Insurance Company, in writing, as early as possible and never later than eight (8) days from the occurrence thereof, or from the date they become aware of such occurrence, providing all necessary information and documentary and/or testimonial evidence, to ensure the correct determination of liability,**
  - b) **To take all measures in their power to limit or prevent the consequences of the claim,**
  - c) **Provide the Insurance Company with any relevant information it requests with regard to the claim and its consequences.**
2. **The communication of the claim as provided for in subparagraph a) of the previous paragraph must be performed through a specific form supplied by the**

**Insurance Company or available from its website, or by any other means of communication that may be used without the simultaneous physical presence of the parties, provided that this generates a written record or a recording.**

3. **The liability for losses and damage provided for in paragraph 1 does not apply when the Insurance Company is made aware of the incident through other means during the eight (8)-day period provided for in subparagraph a), or the party obliged to make such communication proves that it could not reasonably have made this communication prior to it actually being made.**
4. The Policyholder and the Insured may not, on penalty of being held liable for losses and damage:
  - a) Extrajudicially guarantee the compensation claimed or advance money, on behalf, in the name or on the responsibility of the Insurance Company, without its express authorisation;
  - b) Give cause for a decision favourable to a third party, even if only through omission or negligence, or, when the Insurance Company is not immediately informed, give cause for any legal proceedings brought against it because of an incident covered by the policy;
  - c) Jeopardise the right of the Insurance Company to subrogate the rights of the Insured against the third party responsible for the incident, ensuing from the Insurance Company's cover of the same.

#### Clause 28 – Obligation of the Insurance Company to reimburse expenses incurred in avoiding and mitigating the loss

1. The Insurance Company shall reimburse the Policyholder or the Insured for the expenses these have incurred in complying with the duty set forth in paragraph 1(b) of the previous clause, provided these are reasonable and proportionate, even if the outcome proves to be ineffective.
2. The expenses indicated in the previous paragraph must be paid by the Insurance Company before the date of settlement of the claim, when the Policyholder or the Insured demands such reimbursement, the circumstances do not prevent this and the loss is covered by the insurance.
3. The amount payable by the Insurance Company under the terms of paragraph 1 is deducted from the available balance of the insured sum, unless such expenses are incurred in compliance with specific decisions made by the Insurance Company or are independently covered in the contract.

#### Clause 29 – Obligations of the Insurance Company

1. The Insurance Company stands in the Insured's stead in the amicable or disputed settlement of any claim that is covered by the scope of this contract while it is in force and agrees to be subject to any direct action taken by injured third parties or their heirs.
2. The Insurance Company shall notify the Policyholder of claims filed by third parties, expressly stating that if the incident is not reported, the penalty provided for in the final part of article 34(3) of Executive Law no. 291/2007, of 21 August, or some other penalty provided for in the contract, will be applied.
3. The Insurance Company shall provide the Policyholder and the Insured with the necessary explanation of the procedure to follow in the event of an incident, providing written information as to the deadlines these are obliged to comply with, as a function of the type of incident.

#### Clause 30 – Codes of conduct, conventions or agreements

Seeking to ensure swifter procedures of claim settlement for its Insured Persons, the Insurance Company has adopted a set of protocols and conventions, namely the Claim Settlement Convention (CRS), the Protocol of Direct Compensation to the Insured (IDS), the Protocol of Accidents that are simultaneously Road and Occupational Accidents and the Portuguese Green Card Bureau.

The Insurance Company is also a member of the Centre of Information, Mediation and Arbitration of Motor Vehicle Insurance (CIMASA).

#### Clause 31 – The Insurance Company's right of redress

Once compensation has been paid, the Insurance Company shall only have the right to seek redress from:

- a) The person intentionally causing the accident,
- b) Perpetrators, and their accomplices, of the robbery, theft or unauthorised use of the vehicle causing the accident, as well as, secondarily, the driver of the vehicle which was the object of such crimes, where he/she should have been aware of these and caused the accident,
- c) The driver when s/he caused the accident and was driving with a blood alcohol content over the legal limit or when s/he has been proven to have consumed narcotics or other drugs or intoxicating agents,
- d) The driver if s/he is not legally qualified or when s/he has abandoned the scene of the accident,
- e) The person civilly liable for damage caused to third parties by falling loads that were incorrectly loaded,
- f) Any person not complying with the garage owner's civil liability insurance obligation,
- g) Where the vehicle has been entrusted to a garage, the person civilly liable for the damage caused by the use of the vehicle outside of the scope of professional garage activities,
- h) Where the vehicle has been entrusted to a garage, and supplementarily to the right provided for in subparagraph b), the person responsible for the care of the vehicle whose negligence caused the crime of theft, robbery or unauthorised use of the vehicle causing the accident,
- i) The person responsible for damage or injury caused to third parties due to using or driving vehicles that do not comply with the technical legal regulations governing the safety conditions of the vehicle, to the extent that the accident was caused or aggravated by the malfunctioning of the vehicle,
- j) In particular, with respect to the provisions of the previous paragraph, the person responsible for presenting the vehicle for its periodic inspection who, while the insurance contract is pending, did not comply with the obligation of periodic renewal of this inspection, to the extent that the accident was caused or aggravated by the malfunctioning of the vehicle.

### CHAPTER VIII

#### Claim-related bonuses or increases

#### Clause 32 – Premiums: no-claims bonuses or claim-related increases

1. No-claims bonuses and claims-related increases (bonus/malus) are governed by the table and provisions of the Annex to these General Conditions

2. Only incidents that have given rise to the payment of compensation or the setting up of a provision are considered for the purposes of applying the no-claims bonus or the increase and, in the latter case, provided that the Insurance Company has accepted the corresponding liability.
3. The Insurance Company may suspend the award of the no-claims bonus for a maximum period of two years when a provision is set up. At the end of this period, the provision is removed and the tariff situation restored without prejudice to the Policyholder if the Insurance Company has not accepted third-party liability in the meantime.

#### Clause 33 – Insurance track record

The Insurance Company shall give the Policyholder a certificate detailing the last five years of the contractual relationship and identifying the existence or absence of accidents involving civil liability caused by the vehicle or vehicles covered by the insurance contract:

- a) Whenever requested, within fifteen (15) days of the request;
- b) Whenever the contract is terminated on the Insurance Company's initiative, at least thirty (30) days before the termination date.

### CHAPTER IX

#### Sundry provisions

#### Clause 34 – Communications and notifications between the parties

1. The communications or notifications from the Policyholder or the Insured provided for in this policy are considered valid and effective if they are sent to the Insurance Company's registered office or to the branch office, whichever is the case.
2. Communications and notifications sent, under the terms of the previous paragraph, to the representative of the Insurance Company not established in Portugal are also valid for incidents covered by this policy.
3. The communications provided for in this contract must be made in writing or by any other means that ensures a lasting record is kept.
4. The Insurance Company is only obliged to send the communications provided for in this contract if the addressee is duly identified in the contract. Such communications are deemed made when they are sent to the address on the policy.
5. For the purposes of Section III of Title II of Executive Law no. 291/2007, of 21 August, the Insurance Company may use means of communication that ensure a record is kept, if authorised to do so by law.

#### Clause 35 – Submitting complaints to arbitration

1. Complaints within the scope of this Contract may be submitted to the Insurance Company's shops or through [www.tranquilidade.pt](http://www.tranquilidade.pt), as well as to the *Autoridade de Supervisão de Seguros e Fundos de Pensões* ([www.asf.com.pt](http://www.asf.com.pt)).
2. Any dispute arising from this Contract may be submitted to arbitration, under the legal terms.

#### Clause 36 – Venue

The competent jurisdiction for settling any disputes ensuing from this contract is that established in civil law.

## PART II

### Optional Subscription of Risks and Guarantees

#### Clause 37 – Applicable provisions

In the part not specifically regulated in Part II, the provisions contained in Part I shall apply to optional risks and guarantees.

#### Clause 38 – Definitions

The following definitions are used for the purpose of this contract and in relation to all optional covers:

**Insured Vehicle:** The motor vehicle covered by this motor insurance policy, indicated in the Schedule of the Policy,

**Value as New:** The full public retail price of the insured vehicle as new, including legal costs and taxes, at the date of its first registration indicated in the vehicle registration documents,

**Replacement Value as New:** The full public retail price of the insured vehicle as new, including legal costs and taxes, at the date of the claim. In case the production of the insured vehicle has been discontinued at said date, the price of the vehicle with the most similar features shall be considered,

**Replacement Value:** Amount necessary for the purchase of another vehicle, with the same features as the insured vehicle, or similar, if the production thereof has been discontinued, taking always into account in said evaluation the age, the usage and the state of maintenance of the damaged vehicle,

**Age of Vehicle:** The number of months or years counted from the date of its first registration indicated in the vehicle registration documents, considering for that purpose any fraction of a month as a whole month,

**Commercial Value:** The sale value of the insured vehicle immediately before the occurrence of a claim,

**Extras:** Components or equipment not originally integrated in the insured vehicle, duly identified and valued by the Policyholder, namely:

- All components or equipment incorporated in the vehicle by decision of the purchaser after leaving the manufacturer's factory,

- Any letters, drawings, emblems, allegorical designs, advertising or publicity, painted, attached or fixed on the insured vehicle.

**Vehicle Storage Places:** Places where the vehicle is stored overnight and that for the purpose of this Contract shall be the municipalities of residence of the Policyholder and/or the Driver indicated in the Schedule of the Policy.

#### Clause 39 – Optional covers

1. **As indicated in paragraph 3 of the Preliminary Clause, this Contract may guarantee, under the terms provided for in the Special Conditions, regarding those that are expressly indicated in the Schedule of the Policy, the payment of compensations beyond the scope of the Compulsory Civil Liability Motor Insurance, arising from:**

- a) **Optional Civil Liability,**
- b) **Crash, Collision or Overturning,**
- c) **Crash, Collision, Overturning and Isolated Glass Breakage;**
- d) **Fire, Lightning Strike or Explosion;**
- e) **Theft or Robbery;**
- f) **Additional compensation for total loss,**
- g) **Broken Glass Indicated Provider;**
- h) **Broken Glass Plus;**

- i) **Broken Glass Mais;**
- j) **Catastrophic risks of nature;**
- k) **Acts of Vandalism;**
- l) **Damages to suits and helmets if the insured vehicle is a motorcycle,**
- m) **Deprivation of use - VIP;**
- n) **Replacement Vehicle;**
- o) **Passengers and driver's protection;**
- p) **Driver's special protection;**
- q) **Roadside assistance to persons and/or the vehicle;**
- r) **Replacement Vehicle in Portugal.**

2. **Where it is expressly agreed upon and indicated in the Schedule of the Policy, the guarantees granted by the Special Conditions referred to in subparagraphs b), c), d), e), j) and k) of the previous paragraph shall cover only the risk of Total Loss of the insured vehicle and consequently shall not give rise to any compensation in case of a partial loss in the insured vehicle.**

#### Clause 40 – Exclusions

1. **Apart from the exclusions provided for in clause 5, the contract shall not guarantee, under the aforementioned optional covers, the following situations:**

- a) **Incidents in which the vehicle is driven by a person who is not legally qualified to do so or who is banned from driving by law or court decision,**
- b) **Damage caused intentionally by the Policyholder, the Insured, or by persons they are civilly liable for or to whom they have entrusted the safekeeping or use of the insured vehicle,**
- c) **Incidents occurring due to the driver's state of dementia or when the driver has a blood alcohol level higher than that legally allowed, is driving under the influence of narcotics, other drugs or toxic products, whose direct or secondary effects result in the reduction of the driving ability, or also when the driver refuses to submit to tests screening for alcohol or drugs or when the driver voluntarily and on his/her initiative leaves the scene before the arrival of the police authority, if it has been notified by the driver or another entity,**
- d) **Incidents occurring when the insured vehicle is used on a service other than that subscribed to and indicated in the Schedule of this Policy, implying a greater risk,**
- e) **Incidents caused by the vehicle when it has not undergone mandatory regular roadworthiness test or other inspections concerning official approval of the vehicle, unless it is proven that the claim has not been caused or aggravated by the poor conservation state of the vehicle or by any cause related to the lack of official approval,**
- f) **Incidents caused by excessive or bad loading, transport of items or participation in activities that may endanger the stability and balance of the vehicle,**
- g) **Damages caused or aggravated by a defect in manufacture, assembly or tuning, an inherent vice or the poor conservation state of the vehicle,**



- h) **Damages intentionally or involuntarily caused by the very passengers or other persons, with any objects they may be holding or throwing,**
  - i) **Damages arising from situations of war, revolutions, martial law or usurpation of civil or military power,**
  - j) **Acts of terrorism, as provided in the Portuguese criminal legislation in force,**
  - k) **Acts of sabotage, as provided in the Portuguese criminal legislation in force.**
2. **Except where otherwise expressly agreed and indicated in the Schedule of the Policy, the following are also excluded:**
- a) **Damages caused to items and goods carried in the insured vehicle, even if they are owned by the passengers,**
  - b) **Damages arising from acts of vandalism, strikes, labour disturbances, as well as from any acts of legally constituted authorities following the aforementioned situations with the purpose of safeguarding or protecting persons and goods,**
  - c) **Incidents caused by seismic phenomena, weather, floods, landslides, hurricanes and other catastrophic risks of nature,**
  - d) **Loss of profit or benefits or income sustained by the Policyholder or the Insured due to the deprivation of use, replacement costs or depreciation of the insured vehicle or due to natural depreciation, wear and tear or consumption,**
  - e) **Damages caused to extras, as defined in clause 38, if they are not duly identified, valued and described in the Schedule of the Policy.**

#### Clause 41 – Cover reduction or exclusion

1. Notwithstanding the provisions in clause 42(2), the parties to the contract may reduce or eliminate from the contract the subscribed covers at any time, by means of a written notice sent at least thirty (30) days beforehand.
2. In case of termination of the contract or of introduction of amendments that reduce or eliminate the subscribed covers and whenever the Policyholder is not the Insured, or there are rights safeguarded in favour of third parties identified in the Schedule, the Insurance Company shall inform them of said termination/amendments within twenty (20) days thereafter.
3. When a premium reimbursement is payable because of the reduction or elimination of some of the covers, it must always be calculated taking into account the period of time not yet elapsed and the capital available. However, under the terms and provisions in article 107 of Executive Law no. 72/2008 of 16 April, the premium shall not be returned if benefits have been paid following a claim.

#### Clause 42 – Insured sum

1. Except for covers with specific capitals, the determination of the insured sums for each optional cover subscribed, duly identified in the Schedule of the Policy, shall be the responsibility of the Policyholder and/or the Insured.
2. Except where otherwise provided for in the Schedule, the insured sum of the covers provided for in subparagraphs b), c), d), g) and h) of paragraph 1 of clause 39 corresponds to the current value of the vehicle at the date the contract or the amendments thereto take effect, and may be determined according to one of the following manners:
  - a) By indication of its value as new, as defined in clause 38. If it is a used vehicle, the devaluation coefficient

indicated on the devaluation table applicable to the vehicle and provided for in the Schedule must be deducted from said value,

- b) By agreement between the parties of another criterion of determination of the insured sum.
3. Except where otherwise provided for in the Schedule of the Policy, the value of insured extras indicated by the Insured upon the conclusion of the contract must correspond to their value as new.

#### Clause 43 – Devaluation rules

1. After the determination of the insured sum under the terms of the previous clause, and except where other devaluation scheme is agreed upon and expressly indicated in the Schedule, the value of the insured vehicle for purposes of determination of the amount of compensation in case of total loss shall be, within the months and annuities following the conclusion of the contract, automatically and successively changed according to the applicable devaluation table.
2. Except where otherwise expressly agreed in the Schedule, if both the vehicle and a trailer are jointly covered by the same insurance contract, the applicable devaluation rules shall be autonomous, and the tables in the Schedule shall apply in regard to each insured item.
3. Except where otherwise provided for in the Schedule of the Policy, the insured sum concerning the extras shall be, within the months and annuities following the conclusion of the contract, automatically and successively changed according to the devaluation factors applied to the insured vehicle.

#### Clause 44 – Compensation for damages

1. In case of a claim, the Insurance Company may choose to repair the vehicle, replace it, or grant a monetary compensation, notwithstanding the application of the provisions in the following clause.
2. The repairs shall be made as to restore the damaged part of the insured vehicle to the state it was in before the claim.
3. Where repairs require the replacements of parts or spares and the Insured does not wish to wait for them, the Insurance Company shall not be held liable for any damages directly or indirectly arising therefrom, and shall only provide compensation for the cost of the parts or spares, based on the prices indicated on the last public retail price table.

#### Clause 45 – Proportional rule

If, when determining the insured sum, the Policyholder took into consideration a value lower than the value as new, as defined in clause 38, or than the commercial value of the vehicle, the insurance contract shall be deemed, under the law, entered into for a value lower than the actual one. Thus, in the event of a claim, the Insured shall be held liable for a proportional part of the losses and damage.

#### Clause 46 – Excesses

1. The excesses applicable to each cover shall be the ones indicated in the Schedule of the Policy.
2. The value of the excess shall always be deducted upon the payment of compensation, even if the Insurance Company pays it directly to the repair shop or to any other entity.

**Clause 47 – Reduction and/or reinstatement of the insured sum in case of a claim**

1. The compensation amount shall be deducted from the insured sum, and the remaining part shall remain available from the date of the claim until the anniversary of the contract.
2. With the agreement of the Insurance Company, the Policyholder may reinstate the sum insured through payment of an additional premium, corresponding to the fraction of the sum reinstated and the period of time still to elapse before the anniversary of the contract.

**Clause 48 – Reserved rights**

In case of Total Loss and if the Insurance Company has accepted the safeguard of rights of this policy in favour of the persons or entities indicated in the Schedule, their domiciles being also indicated therein, and while this is the case, the Insurance Company cannot pay any compensation to the Insured without previously informing the persons or entities in favour of whom the rights of this policy are safeguarded.

**Clause 49 – Right of redress**

In addition to the situations provided for in Clause 31 and within the scope of optional covers, the Insurance Company also has the right of redress from any person or entity in all other cases where this right may legally exist by law or contract.

**Clause 50 – Subrogation**

The Insurance Company that has provided compensation shall be subrogated to the rights of the Insured and/or Third Parties against the causers or other persons responsible for the damages, and may also require the subrogation to be expressly granted upon the payment and refuse to receive payment, if subrogation is denied, as well as demand the delivery of duly notarised discharge.

**Clause 51 – Territorial scope**

**Unless agreed otherwise in the Special Conditions or the Schedule, the territorial scope of this cover is that defined in Clause 3.**

## ANNEX

### System of no-claims bonuses and claim-related increases

#### (Bonus/Malus) used by the Insurance Company

#### 1. Framing into the Bonus/Malus system

When entering into the contract, the determination of the Bonus/Malus shall be performed in function of the risk history, namely, the number of years without claims, the number of claims occurred within the last six (6) years and the date of the last claim.

For that purpose, the Policyholder must produce his/her Tariff Certificate.

#### 2. Evolution in the Bonus/Malus system

The evolution in the Bonus/Malus system depends on the verification or absence of claims during the previous annuity or annuities, concerning the covers identified in paragraph 3, and shall be determined according to the attached tables:

##### a) Normal scheme

BONUS	MALUS
(Bonus for each annuity without claims) <b>5 %</b>	(Increase for each claim occurred during the same annuity) <b>20 %</b>

The aforementioned percentages will apply to the tariff premium after any previous Bonuses/Malus.

##### b) Special scheme

After two annuities without claims, except if the application of the normal scheme leads to a higher Bonus, the following table shall apply:

If the contract has a bonus between 0 and 25%	If the contract has increases
A Bonus of <b>25%</b> shall be granted	The increase is removed (The contract will have <b>0%</b> Bonus/Malus)

The aforementioned percentages will apply to the tariff premium after any previous Bonuses/Malus.

##### c) Absence of Increase in the event of a Claim

Exceptionally, there will be no increase to the contract in the event of a claim if:

- i. The policy has been renewed with the Insurance Company at least three (3) times and,
- ii. The policy has the maximum bonus of 55% in the Automóvel Ligeiros product (AUTLG), 52.5% in the Auto Stand product (AUTRE) and 50% in all the others for at least two (2) annuities.

In contracts that, as a consequence of a claim, have already enjoyed the absence of increases, in the case of a second claim the non increase of the policy, under the aforementioned terms, shall apply only if five (5) full annuities have elapsed since the end of the annuity where the first claim occurred.

##### d) Limits

The bonuses and increases applicable to the contract shall always be subject to the following limits:

BONUS	MALUS
<b>55 % (AUTLG) 52.5% (AUTRE) 50% others</b>	<b>150%</b>

#### 3. Scope of application

This Bonus/Malus system applies to the premiums corresponding to the set of Covers below, in function of the claim rate verified in any of them.

- Public liability (compulsory or optional),
- Crash, collision or rollover (for this purpose, the risk of Isolated Glass Breakage, if guaranteed in this cover, does not have any influence in the bonus/malus system),
- Fire, lightning strike or explosion,
- Theft or robbery,
- Driver's special protection.

#### 4. Rules for the transfer of Bonuses and Increases

In case of replacement of the insured vehicle, the bonuses or increases up to that time shall be kept, provided that the habitual driver remains the same.

In case of change of the habitual driver, the new driver will be framed into the bonus/malus system, as if we would be dealing with a new contract.

## PARTICULAR CLAUSES

### GARAGE OWNER'S INSURANCE

According to this Particular Clause and **where expressly indicated in the Schedule of the Policy, this Contract shall be operated as a Garage Owner's Insurance.**

For this purpose, a Garage Owner's Insurance is a legally compulsory insurance for garage owners and any other persons or entities that habitually carry out activities of manufacture, assembly or transformation, purchase and sale, repair, breakdown assistance or control of the smooth functioning of vehicles, in order to guarantee the civil liability they incur when they use said vehicles by virtue of their functions and within the scope of their professional activities.

#### 1. Scope of cover

According to this Particular Clause, this contract covers the **Civil Liability that, under the law and within the scope of the Compulsory Motor Insurance, is ascribable to the holder of the driving licence indicated in the Schedule of the Policy**, as a consequence of road accidents occurred with vehicles used in the performance of activities covered by the garage owner's insurance and by virtue of their functions.

Provided that this cover has been subscribed, where, at the moment of the accident, the vehicle is driven by the alleged purchaser, the insurance shall take effect only if he is accompanied by the holder of the driving licence indicated in the Schedule and if the driver in question holds a valid driving licence for the category of the vehicle driven.

#### 2. Exclusions

**Other than the exclusions provided for in clause 5 of the General Conditions, this contract does not guarantee damages arising from:**

- a) **Accidents occurred with vehicles whose property registration is definitely annotated in the name of the Insured - the holder of the driving licence - or of the company or entity at the service of which they are bound, or that hold or use on a long-lasting basis,**
- b) **Accidents occurred with vehicles purchased to be resold, whose property registration has been made in the name of the Insured or the company or entity at the service of which it is bound for more than one hundred and eighty (180) days,**
- c) **Accidents occurred with vehicles used outside the scope of the professional activities covered by the Garage Owner's Insurance,**
- d) **Accidents occurred with vehicles whose type and cylinder capacity do not correspond to the ones informed by the Policyholder and duly indicated in the Schedule.**

### DRIVER'S INSURANCE

According to this Particular Clause and **where expressly indicated in the Schedule of the Policy, this Contract shall be operated as a Driver's Insurance.**

For this purpose, a Driver's Insurance is an insurance that covers the civil liability ascribable to the Insured in his/her capacity as driver of vehicles exempted from the insurance obligation.

#### 1. Scope of cover

According to this Particular Clause, this contract covers the **Civil Liability ascribable to the holder of the driving licence indicated in the Schedule of the Policy**, as a consequence of road accidents occurred with vehicles exempted from insurance obligation, driven by

said driver and used within the scope of professional activities.

#### 2. Exclusions

**Apart from the exclusions provided for in clause 5 of the General Conditions, this contract does not guarantee damages arising from accidents occurred with vehicles whose type and cylinder capacity do not correspond to the ones informed by the Policyholder and duly indicated in the Schedule.**

### EXCLUSION OF THE TOWING SERVICE (TRAILER)

By express determination of the Policyholder, **this contract does not cover risks associated to the towing**, by the insured vehicle, of any type of unit that can be coupled thereto.

### INCLUSION OF THE TOWING SERVICE (TRAILER)

According to this Particular Clause, **the Compulsory Civil Liability cover of this contract shall also take effect regarding the unit (trailer) that at the moment of the claim is coupled to the insured vehicle.**

The Compulsory Civil Liability cover may also take effect on its own regarding trailers that may be coupled to the insured vehicle, even if they are parked or uncoupled, provided that they are duly identified and indicated in the Schedule.

If the insured vehicle is an agricultural tractor, a power tiller or a self-propelled agricultural machine, the Compulsory Civil Liability cover, according to this particular clause, shall also take effect in regard to the agricultural trailer or implements coupled thereto.

If the contract guarantees some of the Optional Covers provided for in clause 39 of the General Conditions, these shall cover the units towed only when that is specifically and expressly indicated in the Schedule.

### EXCLUSION OF CARRIAGE OF DANGEROUS SUBSTANCES

This Contract was entered into under the assumption that the **insured vehicle shall not carry dangerous substances.**

### INCLUSION OF CARRIAGE OF DANGEROUS SUBSTANCES

This Contract was entered into taking into account that the **insured vehicle is used for the carriage of the dangerous substances listed in the Schedule of the Policy**, for which motive this Contract will include a premium surcharge.

### PAYMENT OF THE PREMIUM IN INSTALMENTS

In the event of a claim, the Insurance Company reserves the **right to deduct** from the compensation to be paid to the Insured **the outstanding instalments overdue or yet to fall due.**

## SPECIAL CONDITIONS

The General Conditions of the Optional Motor Insurance apply to these Special Conditions

### OPTIONAL CIVIL LIABILITY

#### Clause 1 – Definition

OPTIONAL CIVIL LIABILITY: Additional Civil Liability cover beyond the amount legally required regarding the obligation to provide compensation or the one subscribed for vehicles not subject to said obligation.

#### Clause 2 – Scope of cover

This Special Condition guarantees, up to the limit set forth in the Schedule, **the payment of compensations that exceed the amount insured by the Compulsory Civil Liability insurance** and that, according to the law, are required from the Insured, as a consequence of non-contractual civil liability, for damages caused to third parties arising from the driving of the insured vehicle(s).

#### Clause 3 – Exclusions

1. **Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**
  - a) **Damages caused to third parties as a consequence of a road accident stemming from theft, robbery or unauthorised use of a vehicle,**
  - b) **Damages caused by a towed vehicle to the towing vehicle or vice-versa, even if the Particular Clause of Inclusion of the Towing Service applies to the contract,**

c) **Damages or injuries caused to transported persons, if the insured vehicle is not officially authorised to transport persons,**

d) **Contractual civil liability.**

2. **Except where expressly provided for in the Schedule, this Special Condition shall also not guarantee any damages caused to third parties as a consequence of accidents occurred with the insured vehicle in the inner perimeter of airports or aerodromes.**

#### Clause 4 – Insured amount

The insured amount guaranteed under this cover is the one indicated in the Schedule of the Policy, which already includes the value corresponding to the statutory minimum capital.

#### Clause 5 – Insufficient insured amount

1. If there are several injured parties entitled to compensations which globally exceed the insured amount, the rights of the injured parties against the Insurance Company shall be reduced proportionally up to the limit of said amount.
2. If the Insurance Company, in good faith and because it was unaware of other intentions, pays to an injured party a compensation of an amount higher than it was supposed to, under the terms of the previous paragraph, the Insurance Company shall provide compensation to the other injured parties only up to the limit of the remaining insured amount.

### CRASH, COLLISION AND OVERTURNING

#### Clause 1 - Definitions

For the purpose of this Special Condition, the following expressions shall have the meanings indicated below:

**CRASH:** When the insured vehicle strikes any other stationary object or the vehicle is struck while stationary,

**COLLISION:** When the insured vehicle strikes any other object in motion,

**ROLLOVER:** When the insured vehicle is no longer in its normal position, but not as the result of a Crash or Collision.

#### Clause 2 - Scope of cover

By way of derogation from clause 5(4)(a), this Special Condition guarantees to the Insured the compensation for **damages to the insured vehicle arising from crash, collision or rollover.**

**This Special Condition is exclusively applicable to light vehicles.**

#### Clause 3 - Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**

- a) **Damages arising from the poor condition of roads or paths, if this does not give rise to crash, collision or rollover,**
- b) **Damages to soft tops, wheel rims, tubes and tires, except if they arise from crash, collision**

**or rollover and if the vehicle has sustained other damages,**

- c) **Damages stemming from driving in places acknowledged as not accessible to the vehicle,**
- d) **Damages caused by carried items or during loading or unloading operations,**
- e) **Damages caused to extras, as defined in clause 38, including the roof, if they are not duly valued and identified in the Schedule,**
- f) **Damages directly produced by mud or tar or other materials used in road construction,**
- g) **Damages caused exclusively by the towed vehicle to the towing vehicle or vice-versa, even if the Particular Clause of "Inclusion of the Towing Service" applies, except if this cover has been subscribed to regarding both vehicles,**
- h) **Damages consisting of scratches, scrapes, nicks or that occur as a consequence of assembly or disassembly operations or of faulty installation.**

## CRASH, COLLISION, OVERTURNING AND ISOLATED GLASS BREAKAGE

### Clause 1 – Definition

For the purpose of this Special Condition, the following expressions shall have the meanings indicated below:

**CRASH:** When the insured vehicle strikes any other stationary object or the vehicle is struck while stationary,

**COLLISION:** When the insured vehicle strikes any other object in motion,

**OVERTURNING:** When the insured vehicle is no longer in its normal position, but not as the result of a Crash or Collision.

**ISOLATED GLASS BREAKAGE:** Damages sustained by the insured vehicle as a consequence of crash, collision or rollover consisting only of breakage of glasses of the insured vehicle,

**GLASSES OR SYNTHETIC GLASS EQUIVALENT:** Windshield, sliding roof, panoramic roof, rear window and side windows of the insured vehicle, **expressly excluding headlights, tail lights and rear-view mirrors.**

### Clause 2 – Scope of cover

By way of derogation from clause 5(4)(a), this Special Condition guarantees to the Insured the compensation for **damages to the insured vehicle arising from crash, collision, rollover and isolated glass breakage.**

**This Special Condition is not applicable to light vehicles.**

### Clause 3 – Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**

- a) **Damages arising from the poor condition of roads or paths, if this does not give rise to crash, collision or rollover,**
- b) **Damages to soft tops, wheel rims, tubes and tires, except if they arise from crash, collision or rollover and if the vehicle has sustained other damages,**

- c) **Damages stemming from driving in places acknowledged as not accessible to the vehicle,**
- d) **Damages caused by carried items or during loading or unloading operations,**
- e) **Damages caused to extras, as defined in clause 38, including the sliding roof, if they are not duly valued and identified in the Schedule,**
- f) **Damages directly produced by mud or tar or other materials used in road construction,**
- g) **Damages caused exclusively by the towed vehicle to the towing vehicle or vice-versa, even if the Particular Clause of "Inclusion of the Towing Service" applies, except if this cover has been subscribed to regarding both vehicles,**
- h) **Damages consisting of scratches, scrapes, nicks or that occur as a consequence of assembly or disassembly operations or faulty installation.**

### Clause 4 – Excess

Except where otherwise provided for in the Schedule of the Policy, claims consisting of isolated glass breakage shall be subject to the application of an excess.

### Clause 5 – Compensation for damages to the vehicle

1. The Insurance Company reserves the right to appoint the entity that shall proceed to the repair of the damaged glasses of the motor vehicle.
2. **Whenever the Policyholder or the Insured, on their initiative, proceed to the repair of damaged glasses without previously consulting the Insurance Company, the Insurance Company's responsibility within the scope of this Special Condition shall be limited to the maximum amount of EUR 150.00.**

## FIRE, LIGHTNING STRIKE OR EXPLOSION

### Clause 1 – Definitions

For the purpose of this Special Condition, the following expressions shall have the meanings indicated below:

**FIRE, LIGHTNING STRIKE OR EXPLOSION:** Damages to the insured vehicle caused by any of these events, whether the vehicle is moving or stationary, parked in a garage or in any other place.

### Clause 2 – Scope of cover

By way of derogation from clause 5(4)(a), this Special Condition guarantees to the Insured the compensation for damages to the insured vehicle caused by fire, lightning strike or explosion, whether the vehicle is moving or stationary, parked in a garage or in any other place.

### Clause 3 – Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**

- a) **Damages to the electrical gear or installation, if caused by lightning strike,**
- b) **Damages caused to extras, as defined in clause 38, including the sliding roof, if they are not duly valued and identified in the Schedule,**
- c) **Damages caused by fire or explosion that have been originated by malicious acts or omissions on the part of the Policyholder, the Insured, or of people residing with them or working for them or for whom they are in general civilly liable,**
- d) **Damages directly produced by mud or tar or other materials used in road construction,**
- e) **Isolated damages to soft tops.**

## THEFT OR ROBBERY

### Clause 1 – Definitions

For the purpose of this Special Condition, the following expression shall have the meaning indicated below:

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

### Clause 2 – Scope of cover

By way of derogation from clause 5(4)(a), this Special Condition guarantees to the Insured the compensation for damages caused by disappearance, destruction or deterioration of the vehicle and/or components thereof due to the theft/robbery of fixed parts essential to the use of the vehicle.

### Clause 3 – Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**

- a) **Loss of profit or benefits or income sustained by the Policyholder and/or the Insured due to the deprivation of use, replacement costs or depreciation of the insured vehicle,**

- b) **Theft or robbery committed by people living with the Policyholder/Insured or economically dependent on them, including employees, or for whom they are in general civilly liable,**
- c) **Damages directly produced by mud or tar or other materials used in road construction,**
- d) **Damages caused to extras, as defined in clause 38, including the sliding roof, if they are not duly valued and identified in the Schedule,**
- e) **Damages to soft tops.**

### Clause 4 – Conditions of cover

1. In the event of theft or robbery, if the Insured intends to use the rights granted by this Special Condition, s/he must file as soon as possible a **complaint to the competent authorities and make every effort within his/her reach to help find his/her vehicle and the perpetrators.**
2. In the event of theft or robbery giving rise to the disappearance of the vehicle, the Insurance Company undertakes to pay the compensation due **sixty (60) days after the date where the occurrence has been reported to the competent authority**, if on the expiry of that period the vehicle has not been found.

## ADDITIONAL COMPENSATION FOR TOTAL LOSS

### Clause 1 – Scope of cover

1. **This Special Condition guarantees to the Insured the payment of an additional compensation in case of total loss of the insured vehicle caused by a claim whose responsibility is exclusively ascribed to persons other than the Policyholder, the Insured and/or the Driver of the insured vehicle.**
2. **Where the covers of Crash, collision and rollover, Fire, lightning strike and explosion and/or Theft or robbery, Catastrophic risks of nature and Acts of vandalism have been subscribed to, this Special Condition also guarantees the payment of the additional compensation in case of total loss of the insured vehicle if it arises from any event guaranteed under said covers.**

**cases where the responsibility for the claim is totally or partially ascribable to the Policyholder, the Insured and/or the Driver of the insured vehicle.**

2. **For the purpose of the provisions in clause 1(2) of this Special Condition, the payment of the additional compensation is not guaranteed in cases where the cause determining the total loss of the vehicle is not guaranteed under the covers of Crash, collision and rollover, Fire, lightning strike and explosion and/or Theft or robbery, Catastrophic risks of nature and Acts of vandalism.**

### Clause 4 – Procedures in case of a claim

### Clause 2 – Compensation limits

The amount of the additional compensation to be paid in case of total loss of the insured vehicle shall be determined according to the following rules:

- a) During the first 36 months from the date of the first registration of the insured vehicle and provided that this cover has been subscribed to within 12 months following said date, the additional compensation to be paid shall correspond to the **difference between the commercial value and the purchase value as new of an identical vehicle** at the date of the claim,
- b) After the 37<sup>th</sup> month, inclusive, from the date of the first registration of the insured vehicle or whenever this cover is subscribed to after the 12<sup>th</sup> month from said date, the additional compensation to be paid shall correspond to **20% of the commercial value of the insured vehicle** at the date of the claim.

1. For the purpose of the provisions in clause 2 of this cover, the **commercial value** is considered to be the replacement value of the vehicle immediately before the claim, which, for the purpose of this special condition:
  - a) In case the total loss of the insured vehicle is motivated by a claim whose responsibility is ascribable to third parties, under the terms and provisions of clause 1(1), **the amount of compensation paid by the Insurance Company of the liable third party,**
  - b) In case the total loss of the insured vehicle arises from the occurrence of any event guaranteed under the covers of Crash, collision and rollover, Fire, lightning strike and explosion and/or Theft or robbery, Catastrophic risks of nature and Acts of vandalism, **the amount paid by the Insurance Company under said covers, plus the applicable excess, if any,** the maximum limit being the evaluation provided for in the specialty schedules for the determination of the commercial value.
2. For purposes of payment of the additional compensation by the Insurance Company, the Insured must produce, where appropriate, a copy of the compensation receipt issued by the Insurance Company of the third party responsible for the claim.

### Clause 3 – Applicable exclusions

1. **For the purpose of the provisions in clause 1(1) of this Special Condition, the payment of the additional compensation is not guaranteed in**

## GLASS BREAKAGE - INDICATED PROVIDER

### Clause 1 - Scope of cover

By way of derogation from clause 5(4)(a) of the General Conditions, this Special Condition guarantees to the Insured the compensation for damages arising from the breakage of glasses of the insured vehicle - or synthetic glass equivalents - due to any cause not expressly excluded.

For said purpose, glasses or synthetic glass equivalents are considered to be the windshield, sliding roof, panoramic roof, rear window and side windows of the vehicle.

**This Special Condition is exclusively applicable to light vehicles.**

### Clause 2 - Compensation for damages to the vehicle

1. The Insurance Company reserves the right to appoint the entity that shall proceed to the repair of the damaged glasses of the motor vehicle.

2. **Whenever the Policyholder or the Insured, on their initiative, proceed to the repair of damaged glasses without previously consulting the Insurance Company, the Insurance Company's responsibility within the scope of this Special Condition shall be limited to the maximum amount of EUR 150.00.**
3. The damaged glasses will be replaced after a technical analysis determining that the repair thereof is impossible.

### Clause 3 - Insured amount

The amount susceptible of compensation is the one corresponding to the replacement value of the damaged glasses, up to the limits indicated in the Schedule of the Policy per claim and per annuity.

## GLASS BREAKAGE PLUS

### Clause 1 - Scope of cover

By way of derogation from clause 5(4)(a) of the General Conditions, this Special Condition guarantees to the Insured the compensation for damages arising from the breakage of glasses of the insured vehicle - or synthetic glass equivalents - due to any cause not expressly excluded.

For said purpose, glasses or synthetic glass equivalents are considered to be the windshield, sliding roof, panoramic roof, rear window and side windows of the vehicle.

**This Special Condition is exclusively applicable to light vehicles.**

### Clause 2 - Insured amount

The amount susceptible of compensation is the one corresponding to the replacement value of the damaged glasses, up to the limits indicated in the Schedule of the Policy per claim and per annuity.

### Clause 3 - Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**

- a) **Breakage of any headlights or tail lights and rear-view mirrors,**
- b) **Damages consisting of scratches, scrapes, nicks or that occur as a consequence of assembly or disassembly operations or faulty installation,**
- c) **Damages to the sliding roof, if it is an extra, as defined in clause 38, and it is not duly valued and identified in the Schedule.**

## GLASS BREAKAGE MAIS

### Clause 1 - Scope of cover

By way of derogation from clause 5(4)(a) of the General Conditions, this Special Condition guarantees to the Insured the compensation for damages arising from the breakage of glasses of the insured vehicle - or synthetic glass equivalents - due to any cause not expressly excluded.

For said purpose, glasses or synthetic glass equivalents are considered to be the windshield, sliding roof, panoramic roof, rear window and side windows of the vehicle.

### Clause 2 - Compensation for damages to the vehicle

1. The Insurance Company reserves the right to appoint the entity that shall proceed to the repair of the damages to the motor vehicle.
2. **Whenever the Policyholder or the Insured, on their initiative, proceed to the repair of damaged glasses without previously consulting the Insurance Company, the Insurance Company's responsibility within the scope of this Special Condition shall be limited to the maximum amount of EUR 150.00.**
3. The damaged glasses will be replaced after a technical analysis determining that the repair thereof is impossible.

### Clause 3 - Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:**

- a) **Breakage of any headlights or tail lights and rear-view mirrors,**
- b) **Damages consisting of scratches, scrapes, nicks or that occur as a consequence of assembly or disassembly operations or faulty installation,**
- c) **Damages to the sliding roof, if it is an extra, as defined in clause 38, and it is not duly valued and identified in the Schedule.**

### Clause 4 - Insured amount

The amount susceptible of compensation is the one corresponding to the replacement value of the damaged glasses, up to the limits subscribed to by the Insured and indicated in the Schedule of the Policy per claim and per annuity.

### Clause 5 - Excess

Except where otherwise provided for in the Schedule, claims consisting of glass breakage shall be subject to the application of an excess under the terms and provisions in the Schedule of the Policy.



## CATASTROPHIC RIKS OF NATURE

### Clause 1 – Scope of cover

By way of derogation from clauses 5(4)(a) and 40(2)(c), this Special Condition guarantees to the Insured the compensation for losses or damages to the insured vehicle as a consequence of direct action of:

- a) **Fall of trees, roof tiles, chimneys, walls or urban constructions caused by severe winds, cyclones, storms and waterspouts,**
- b) **Typhoons, cyclones, tornados, and volcanic eruptions,**
- c) **Waterspouts, torrential rains, floods or landslides,**
- d) **Earthquakes and seaquakes,**

- e) **Collapse of bridges, tunnels or other engineering works and accidental fall of aircraft.**

### Clause 2 – Exclusions

Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:

- a) **Damages caused to extras, as defined in clause 38, including the sliding roof, if they are not duly valued and identified in the Schedule,**
- b) **Isolated damages to soft tops.**

## ACTS OF VANDALISM

### Clause 1 – Scope of cover

By way of derogation from clauses 5(4)(a) and 40(2)(c), this Special Condition guarantees to the Insured the compensation for losses or damages to the insured vehicle as a consequence of:

- a) Acts of vandalism, that is, acts caused by third parties with the exclusive intent of damaging the insured vehicle,
- b) **Acts performed by persons involved in strikes and labour disturbances, as well as in riots or public disturbances, if stemming directly from said labour protests,**
- c) **Acts performed by any legally constituted authority by virtue of measures taken against the occurrences mentioned in the previous**

**subparagraphs, in order to safeguard or protect persons and goods.**

### Clause 2 – Exclusions

Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee the following situations:

- a) **Damages caused to extras, as defined in clause 38, including the sliding roof, if they are not duly valued and identified in the Schedule,**
- b) **Damages to soft tops.**

## DAMAGES TO SUITS AND HELMETS

### Clause 1 – Definitions

For the purpose of this Special Condition, the following expressions shall have the meanings indicated below:

SUIT: Jacket, pants, gloves and boots specifically designed to protect motorcyclists,

HELMET: Protection object used by the Insured to minimise external impacts on the head in case of fall or accident.

### Clause 2 – Scope of cover

This Special Condition guarantees to the Insured, up to the limit set forth in the Schedule of the Policy, the payment for **losses and damages sustained by the suit and helmet of the Insured as a consequence of a claim guaranteed under the cover of crash, collision and rollover, provided that said cover has been subscribed to.**

### Clause 3 – Conditions of cover

1. The payment of any compensation under this cover shall always entail the **triggering** of this cover **simultaneously with the cover of crash, collision and rollover.** Thus, for that purpose, losses and damages must be verified whether in the Suit and/or Helmet, whether in the insured vehicle.
2. **The Insured must prove the existence of damages on the Helmet and/or Suit by producing them to the Insurance Company.**

### Clause 4 – Exclusions

Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition, this Special Condition does not guarantee:

- a) **Damages caused to the Helmet and/or Suit consisting of mere scratches or normal wear and tear,**
- b) **Isolated damages caused to the Helmet and/or Suit without the occurrence of damages to the insured vehicle under the cover of Crash, collision and rollover,**
- c) **Damages caused to the Helmet and/or Suit if the cover of Crash, collision and rollover has not been subscribed to or the claim giving rise to the damages is excluded under said Special Condition,**
- d) **Damages already existing on the Helmet and/or Suit at the date of the claim by Crash, collision or rollover,**
- e) **Damages caused to protection devices not integrated in the Suit, namely, spine protectors, additional protectors in carbon or Kevlar for the hands, elbows, knees and shoulders, as well as damages caused to thermal gear,**
- f) **Damages caused to electronic devices for helmets that are not originally part thereof,**
- g) **Damages caused to the Helmet and/or Suit of the passenger carried on the insured vehicle,**

- h) **Damages to clothes, including waterproof clothes used on top of the Suit, and other personal items of the Insured,**
- i) **The disappearance of the Helmet and/or any component integrating the concept of Suit, as defined above.**

#### Clause 5 – Excess

Notwithstanding the provisions in clause 46 of the General Conditions, the **amount of excess** indicated in the Schedule shall be **considered in double if**, at the moment of the claim, the **driver of the insured vehicle is not the Policyholder or the Habitual Driver indicated on the insurance subscription form.**

### DEPRIVATION OF USE – VIP

#### Clause 1 – Definition

For the purpose of this Special Condition, the following expression shall have the meaning indicated below:

**BREAKDOWN:** Sudden and unforeseeable damage preventing the insured vehicle from running normally and determining its repair, provided it is not caused by lack of maintenance care recommended by the carmaker or is not due to regular maintenance or assistance operations.

#### Clause 2 – Scope of cover

This Special Condition guarantees to the Insured the **payment of the daily amount indicated in the Schedule of the Policy for compensation of damages arising from forced deprivation of use of the vehicle during the period of repair or disappearance**, as a consequence of any of the events provided for in clause 3.

#### Clause 3 – Conditions of cover

1. The daily amount to be paid during the period of repair or disappearance shall consider the following **time limits**:
  - a) In case of **Crash, collision or rollover, Fire, lightning strike or explosion** and of any of the circumstances provided for in the Special Conditions **Catastrophic risks and Catastrophic risks and Acts of vandalism**, and provided that the Special Condition covering the claim has been subscribed to: Daily payment of the amount indicated in the Schedule up to **thirty (30) days** per annuity,

- b) In case of **Theft or robbery** and provided that said Special Condition has been subscribed to: Daily payment of the amount indicated in the Schedule up to sixty (60) days per annuity,

- c) In case of **Breakdown**: Daily payment of the amount indicated in the Schedule up to **ten (10) days** per annuity.

#### 2. The payment of the agreed daily amount shall start being paid:

- a) **In case of immobilisation:** From the day where the expert appraisal is requested or from the date where the repair started, in case of breakdown,

- b) **Otherwise:** From the date where the repair started,

- c) **In case of disappearance:** From the date where the occurrence has been reported to the competent authorities.

3. In case of total loss, **the period of deprivation of use to be considered ceases on the day the compensation guaranteed by the Special Condition covering the risk in question is paid to the Insured**, notwithstanding the limits set forth in paragraph 1.

#### Clause 4 – Sundry provisions

The Insured shall provide the Insurance Company with sufficient information in order to describe the affected cover, so that it may determine the damages and the number of days to be considered in the calculation of compensation, under the terms of the previous clauses.

### REPLACEMENT VEHICLE

#### Clause 1 – Scope of cover

1. This Special Condition guarantees to the Insured, **in case of forced deprivation of use of the insured vehicle**, as a consequence of damages corresponding to **Crash, collision or rollover, Theft or robbery or Fire, lightning strike and explosion**, the provision, under the conditions set forth in this Special Condition, of a **replacement vehicle** of category C, F or H, as defined in the Schedule of the Policy.
2. For the purpose of the provisions in this cover, vehicles of category C, F or H are considered to have the following characteristics:

Category	Class Reference Cylinder Capacity	Fuel	No. of seats
C	up to 1200 c.c.	Petrol	5
F	up to 1600 c.c.	Petrol	5
H	up to 2000 c.c.	Diesel	5

#### Clause 2 – Conditions of cover

1. For the purpose of this cover, the deprivation is considered to begin **after the repair starts or after the expert appraisal is requested**, if the insured vehicle cannot be driven, or, in case of theft or robbery, **after the disappearance of the insured vehicle is reported to the competent authorities, and ceases at the end of its repair or when it is found**. In order to trigger this cover, the Policyholder or the Insured must previously request to the Insurance Company the replacement vehicle, which must be delivered to the Policyholder/Insured at the place and Rent-a-Car indicated by the Insurance Company.
2. In case of total loss, **the effects of the cover cease** at the first of the following dates:
  - **The day the compensation is paid to the Insured**, which is guaranteed by the cover of the risk in question, if it has been subscribed to,
  - On the expiry of the **period** set forth in **clause 3** of this Special Condition.
3. **If**, by motives not ascribable to the Insurance Company, **it is not possible to find**, for the period in question, **a replacement vehicle of the Category provided for in the Schedule, the Insurance Company shall provide a vehicle of the category immediately lower**, according to the market supply availability.

4. **Whenever the Policyholder or the Insured**, on their initiative, **rent a vehicle without the Insurance Company's previous acceptance, the Insurance Company shall be liable only for the maximum amount indicated in paragraph 5** of this clause, provided that evidence is produced of the actual payment made to the entity legally authorised to carry out the business of rental of vehicles without a driver.
5. For the purpose of the provisions in paragraph 4 of this clause, the amount payable by the Insurance Company shall be subject to the following limits:

Category	Maximum amount payable by the Insurance Company per day*
C	14,70 €
F	19,60 €
H	31,20 €

\* Plus VAT at the rate in force.

#### Clause 3 – Limits of cover

- For the purpose of this Special Condition, the deprivation period cannot be longer than the maximum period of **fifteen (15) days per annuity**.
- Notwithstanding the aforementioned maximum number of days, the guarantees of this Special Condition **can only be triggered twice in the same annuity**.

#### Clause 4 – Sundry provisions

The Insured shall provide the Insurance Company with sufficient information so that it may determine the damages and the number of days to be considered in the calculation of compensation, under the terms of the previous clauses.

## PASSENGERS AND DRIVER'S PROTECTION

#### Clause 1 – Definitions

For the purpose of this Special Condition, the following expressions shall have the meanings indicated below:

**INSURED PERSONS:** Persons whose life or physical integrity are insured and that for the purpose of this Special Condition shall be the ones indicated below, according to the type referred to in the Schedule of the Policy:

##### Type I - Policyholder, Driver and their Families

- The Policyholder and the actual driver of the vehicle,
- The spouse and ascendants, descendants and adopted of the Policyholder and of the driver of the vehicle,
- Other relatives or kin of the Policyholder and of the driver, up to the 3<sup>rd</sup> degree, if they live with them or at their care,
- The legal representatives of legal persons or companies that subscribe to this insurance, in the exercise of their duties,
- Employees of or persons working for the Policyholder, or his/her attorneys, in the exercise of their duties.

##### Type II – All Passengers.

All passengers.

**PETS:** Dogs and/or cats of the Policyholder that live in his/her home.

**ROAD ACCIDENT:** Accident occurred as a consequence of road traffic, whether the vehicle is stationary or not, during car transport, the entry or exit from the vehicle or also, during driving, in the course of a trip, in the context of small repair works or breakdown assistance to the vehicle indicated in the Schedule.

**DEVALUATION TABLE:** Portuguese Table for the Assessment of Disabilities in Civil Law, approved by Executive Law no. 352/2007 of 23 October, as well as any other regulations amending it or successor regulations having the same object, scope and purpose.

#### Clause 2 – Scope of cover

- By way of derogation from the provisions in clause 5(1), in case of a road accident with the insured vehicle, this

Special Condition guarantees the compensation set forth in the Schedule if the following events occur regarding the Insured Persons:

- Death or Permanent Disability,**
  - Payment of treatment, repatriation or funeral costs.**
- Compensations for risks of Death or Permanent Disability are not cumulative.** Therefore, any amount already paid for Permanent Disability shall be deducted from the compensation for Death.
  - The risks of Death or Permanent Disability shall be covered only if they occur within two years after the road accident that caused them.**
  - In addition, if the insured vehicle is a light passenger/goods vehicle and provided this is expressly indicated in the Schedule of the Policy, the **costs necessary for the treatment of injuries sustained by Pets** shall also be covered, under the terms set forth in clause 1, following a road accident with the insured vehicle, up to the limit of the insured amount indicated in the Schedule.

#### Clause 3 – Exclusions

The guarantees of this Special Condition do not cover:

- Persons transported in the open cargo box of the insured vehicle,**
- Persons transported in the closed cargo box of the insured vehicle, if there is not a permit for the purpose,**
- The driver and passengers transported without using seatbelts, helmets and other safety devices provided for in the law,**
- Children transported without an approved restraint system, adjusted to their size and weight or in contravention of other safety rules provided for in the law,**
- Animals that are not transported in containers appropriate to their species or with a seat belt for animals (harness or collar attached to the belt),**
- Animals transported in trailers,**
- Funeral costs of pets,**

- h) **Other animals that are not included in the definition of "Pets" indicated in Clause 1.**

#### Clause 4 – Duties of the Policyholder, Insured Person and/or Beneficiaries

1. **In addition to the provisions in the General Conditions, in case of an accident covered by this Special Condition, the Policyholder and/or the Insured Persons must:**
  - a) **Within eight (8) days after the Insured Person has been clinically assisted, provide a medical statement in which are indicated the injuries, the diagnosis and the indication of permanent disability, where appropriate,**
  - b) **Communicate the healing of the injuries within eight (8) days thereafter, providing a medical statement indicating, apart from the date of discharge, the percentage of disability, where appropriate,**
  - c) Provide, for the purpose of reimbursement, if any, all supporting documents concerning treatment, repatriation and/or funeral costs.
2. The Insured Persons also undertake to:
  - a) Comply with medical prescriptions,
  - b) Undergo tests performed by a physician appointed by the Insurance Company,
  - c) Authorise their physician to provide any information requested by the Insurance Company.
3. In case of Death, the death certificate must be sent in addition to the report, along with, if necessary, any other information clarifying the accident and the consequences thereof.
4. If the Policyholder or the Insured Person cannot comply with any of the obligations provided for in this clause, said obligations shall fall upon the Policyholder, the Insured Person or the Beneficiary, whomever is in a position to comply therewith.
5. **In case the aforementioned obligations are not complied with or the information provided to the Insurance Company is not true, the responsible shall be held liable for losses and damages.**

#### Clause 5 – Death

1. In case of Death, the Insurance Company shall pay the corresponding insured amount to the beneficiaries appointed in the Schedule of the Policy.

If no beneficiary has been appointed, the insured amount shall be paid according to the rules and by the order set forth for lawful succession, under the terms of article 2133(1)(a)-(d) of the Civil Code, except if there are not other legitimate heirs as defined in subparagraphs a) and b) and there are testamentary heirs.
2. Only the Policyholder, his/her spouse and the habitual driver of the vehicle are entitled to appoint their beneficiaries.

#### Clause 6 – Permanent disability

1. **The payment of compensation for Permanent Disability, calculated based on the Devaluation Table indicated in Clause 1 of this Special Condition, shall be made to the Insured Person, except where otherwise provided for in the Schedule of the Policy.**

2. **If the Insured Person is left-handed, the disability percentages for the right upper limb apply to the left upper limb and vice-versa.**
3. **Any physical disability** in any limb or organ **that the Insured Person already suffered from at the date of the accident shall be taken into account upon the determination of the devaluation degree** arising therefrom, which shall correspond to the difference between the already existing disability and the one currently originated.
4. **The partial or total functional disability of a limb or organ shall be considered equivalent to the partial or total loss of said limb or organ.**
5. Regarding the same limb or organ, **the accumulated devaluations cannot exceed those that would correspond to the total loss of said limb or organ.**
6. Whenever an accident gives rise to **injuries in more than one limb or organ, the total compensation is calculated through the sum of the compensations concerning each injury, and the total cannot be higher than 100 points.**
7. **If the degree of Permanent Disability is equal to or higher than 50 points, the compensation to be paid shall be doubled.**
8. In order to determine the amount of compensation, **each point of the Civil Law table corresponds to 1% devaluation.**

#### Clause 7 – Treatment, repatriation and funeral costs

1. Treatment Costs are those related to **medical fees and hospitalisation, including the pharmaceutical and nursing assistance** necessary as a consequence of the accident.

In case a regular clinical treatment is necessary, and during the entire period thereof, are also included **costs with trips to the doctor, hospital, clinic or nursing station, provided that the means of transport is appropriate to the seriousness of the injury.**
2. Repatriation Costs are those related to **clinically advised transport in function of the injuries.**
3. The Insurance Company shall proceed to the reimbursement, up to the amount established for the purpose in the Schedule, of treatment, repatriation and funeral costs of which there is **documentary evidence** and to whomever proves having paid them.
4. Reimbursement shall be made upon presentation of the documents, being apportioned among the documents presented when, in case of several Insured Persons, the amounts claimed prove to be higher than the insured amount set forth in the Schedule.

#### Clause 8 – Treatment Costs for Pets

1. Treatment costs for Pets include the **veterinarian's fees, hospitalisation and medication** necessary for the treatment of injuries sustained by pets as a consequence of the accident.
2. The Insurance Company shall proceed to the reimbursement, up to the amount indicated for the purpose in the Schedule, of treatment costs for Pets of which there is **documentary evidence** and to whomever proves having paid them.
3. Except where otherwise agreed, **the insured amount for treatment costs for Pets is the limit of compensation payable by the Insurance Company per claim and per annuity, regardless of the number of transported pets.**

#### Clause 9 – Compensation Calculations concerning the Insured Persons

1. The **compensations** indicated in the Schedule of the Policy are **granted per Insured Person up to the seating capacity limit** indicated in the vehicle's registration.
2. **In the case of passengers under 14 years old, the compensation for death shall be limited to the amount corresponding to funeral costs**, notwithstanding the provisions in the previous paragraph.
3. If, in the moment of the accident, the maximum seating capacity limit authorised for the vehicle is exceeded, the compensations indicated in the Schedule to be paid to each Insured Person shall be reduced through the application of the following formula:

$$\frac{C \times L}{L1}$$

Where C represents the insured amount per person, L is the maximum capacity limit authorised for the vehicle and L1 is the actual seating capacity of said vehicle in the moment of the road accident.

4. If, in the moment of the accident, the maximum seating capacity limit authorised for the vehicle is exceeded and at least one of the passengers is under 14 years old, the same formula provided for in the previous paragraph

shall also apply, but for the purpose of L1 each person under 14 shall be deemed to occupy half a seat.

5. For the application of the aforementioned formula are included passengers transported in the closed cargo boxes of the vehicles that have a permit for the purpose.

#### Clause 10 – Existing Illnesses

Except where otherwise provided for in the Schedule, if the **consequences of an accident are aggravated by an illness existing before the accident, the Insurance Company's liability cannot exceed that which it would have if the accident had occurred with a person that did not suffer from said illness.**

#### Clause 11 – Multiple insurances

1. Compensations for Death or Permanent Disability are due and paid to the Insured Persons, their heirs or beneficiaries, regardless of compensations that are payable under other insurance contracts of the same nature or non-contractual civil liability insurances.
2. Provided that it is guaranteed by other insurance contracts, the reimbursement of treatment, repatriation and funeral costs shall be made through all the contracts in the proportion of their insured amounts.

### DRIVER'S SPECIAL PROTECTION

#### Clause 1 – Definitions

For the purpose of this Special Condition, the following expressions shall have the meaning indicated below:

**INSURED PERSON:** The driver of the vehicle in the moment of the road accident, under the terms set forth in this Special Condition. For the purpose of this Special Condition, the following persons shall not be considered as Insured Persons and the following situations shall not be guaranteed:

- Garage owner to whom the possession of the vehicle has been entrusted,
- Any natural or legal person carrying out activities involving the manufacturing, assembly or transformation, purchase or sale, repair, monitoring of good performance of vehicles or preparatory actions connected therewith, who drives the vehicle in the exercise of said activities,
- A driver of a vehicle who is not covered by this insurance contract,
- Any person using the insured vehicle within the scope of robbery, theft, and/or unauthorised or abusive use thereof.

**ROAD ACCIDENT:** Sudden and fortuitous event, beyond the control of the Policyholder and the Insured Person, occurred as an exclusive consequence of road traffic, whether the vehicle is stationary or not.

**DEVALUATION TABLE:** Portuguese Table for the Assessment of Disabilities in Civil Law, approved by Executive Law no. 352/2007 of 23 October, as well as any other regulations amending it or successor regulations having the same object, scope and purpose.

**REASONABLE OFFER:** Set of legally established criteria and guidelines for the purpose of presentation of a reasonable offer of compensation for bodily injuries to victims of road accidents, as provided for in Ministerial Order no. 679/2009 of 25 June 2009, as well as any other regulations amending it or successor regulations having the same object, scope and purpose.

#### REFERENCE INCOME OF THE INSURED PERSON:

Amount used as the basis for the calculation of material benefits for loss of profits sustained by the Insured Person, calculated under the terms of the applicable legislation in force.

#### Clause 2 – Object of cover

1. This Special Condition guarantees, up to the limit of the insured amount, the repair of damages arising from bodily injuries or death, sustained by the insured driver as a consequence of a road accident which he is deemed to have caused.
2. In case of co-liability within the scope of the claim, the benefits provided for in this Special Condition shall be paid in the proportion of the degree of liability ascribable to the driver/Insured Person in accordance with the Insurance Company's final decision.
3. The benefits guaranteed under this Special Condition shall not be cumulated with any compensations due for the same damages, in compliance with the legal or contractual duty to repair damages arising from the same claim, irrespective of the grounds and nature of the act of assumption or acknowledgement of said duty.
4. The provisions in the previous paragraph also apply where the liability for compensation for the damages of the Insured Person is ascribable to the *Fundo de Garantia Automóvel* or to the *Fundo de Acidentes de Trabalho*.

#### Clause 3 – Scope of cover

1. **Death**
  - a) In case of death of the driver occurred under the conditions provided for in this Special Condition, the Insurance Company shall pay to the persons referred to in article 495(3) of the Civil Code a compensation for **future material damages** calculated under the terms of applicable legislation of the reasonable offer,

- b) In the case of a driver, aged over 18, without declared income, the compensation provided for in the previous subparagraph shall be replaced with the payment of an amount corresponding to sixty (60) times the Minimum Monthly Guaranteed Remuneration as at the date of the claim,
- c) The Insurance Company shall pay to the spouse and children of the driver, for **moral damages**, the amounts indicated on the table attached to this Special Condition,
- d) The death of the driver shall be guaranteed only if it occurs within two (2) years after the claim that has caused it,
- e) The amounts payable for **Death** and for **Permanent Disability are not cumulative**. Therefore, if an accident occurs giving rise to a permanent disability and, afterwards, within the two (2) years following the accident the insured driver dies, the compensation that has already been paid or granted for the disability shall be deducted from the compensation for death,
- f) The reimbursement of **Funeral Costs** of the insured driver is limited to the amount indicated on the table attached to this Special Condition and shall be made to whomever proves having paid them, upon delivery of the respective supporting documents, provided they are produced within the ninety (90) days following the date of the funeral.

## 2. Bodily Injuries

The Insurance Company shall pay the amount of compensation stemming from the exclusive application of the criteria and guidelines provided for in the legislation related to the reasonable offer, with the following specificities:

- a) **Biological damage** is susceptible of compensation only in cases where the Insured Person sustains a general Permanent Disability (GPD), verified and established by the Insurance Company, higher than 10 points,
- b) **Future material damage** through lifetime assistance is susceptible of compensation only where the Insured Person sustains a GPD, verified and established by the Insurance Company, higher than 60 points,
- c) Loss of income due to a **Temporary Disability (TD)** and costs stemming from **temporary home assistance by a third party** shall be susceptible of compensation only if arising from bodily injuries that have caused a period of hospitalisation equal to or longer than three (3) days,
- d) The amount payable by the Insurance Company for loss of profits due to a **Temporary Disability** shall correspond exclusively to the difference between the amount of benefits paid to the Insured Person by Social Security or any other complementary assistance scheme and the amount resulting from the application of the rules of the reasonable offer, with a maximum limit of twenty four (24) months,
- e) The amount to be reimbursed by the Insurance Company for costs incurred with **temporary home assistance by a third party** is limited to a maximum period of four (4) consecutive months counted from the date of the claim and shall be reimbursed only upon delivery of tax documents evidencing the payment of said costs,
- f) The Insurance Company shall reimburse to the Insured Person the amount of **costs with the provision of medical, hospital, pharmaceutical and similar care** appropriate to the treatment of bodily injuries sustained in the road accident, up to the date of their consolidation, provided that they have been authorised by the Insurance Company, or if they are considered by the Insurance Company as

unavoidable and urgent, up to the limit of 20% of the insured amount indicated in the Schedule,

- g) The reimbursement of costs with **adaptation of the vehicle and habitual residence and/or workplace** of the Insured Person, incurred as a consequence of the injuries sustained in the claim, with the limits provided for in the table attached to this Special Condition, is restricted to the adaptation of one motor vehicle and/or one residence and/or one workplace. For said purpose, the Insured Person is responsible for obtaining the necessary permits and licences and shall pay for the costs thereof.

### Clause 4 – Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, this Special Condition does not guarantee damages:**

- a) **Already compensated, regardless of the natural or legal person, public or private, who has provided the compensation as well as the cause and nature of the act of compensation,**
- b) **Concerning which any natural or legal person, public or private, has taken on, or should take on, by law or contract, the duty to provide compensation, regardless of the grounds or nature of the act of compensation or of the acknowledgement of said duty,**
- c) **Arising from accidents occurred where the driver was not wearing the seatbelt or a protection helmet or was driving in contravention of other safety devices provided for in the legislation in force,**
- d) **Arising from a non-accidental event, deliberately caused by the Policyholder or the Insured, by the very driver, by a passenger of the insured vehicle, or also by persons who, in case of decease of the driver, could exercise their rights as beneficiaries of the cover or obtain an advantage therefrom, although indirect,**
- e) **Arising from an accident simultaneously classified as an occupational accident,**
- f) **Arising from an accident occurred while the vehicle is involved or used in the performance of any fraudulent act, regardless of the nature thereof,**
- g) **Sustained by the driver following loading and unloading and entry and exit operations,**
- h) **Generated by any catastrophic risks of nature, where the Special Condition of Catastrophic risks of nature has not been subscribed to,**
- i) **Caused by robbery, actual or attempted of the vehicle, where the Special Condition of Theft or Robbery has not been subscribed to,**
- j) **Caused as a consequence of acts of vandalism, strikes or labour disturbances and riots or public disturbances, if stemming directly from said labour protests, as well as acts performed by any legally constituted authority by virtue of measures taken against said occurrences in order to safeguard or protect persons and goods, where the Special Condition of Acts of Vandalism has not been subscribed to,**
- k) **Occurred as a consequence of participation in races, rallies and cross-country**

competitions and the respective training sessions.

#### Clause 5 – Territorial scope

For this purpose, the provisions in Clause 3 of the General Conditions of the Compulsory Motor Civil Liability Insurance apply to this Special Condition.

#### Clause 6 – Pre-existing illness or condition

**If the consequences of an accident are aggravated by an illness or condition existing before the accident, the Insurance Company's liability cannot exceed that which it would have if the accident had occurred with a person that did not suffer from said illness or condition.**

#### Clause 7 – Duties of the Policyholder and/or of the Insured Person

1. **Apart from the provisions in the General Conditions, the Policyholder and/or the Insured Person must, in case of an accident guaranteed by this Special Condition:**
  - a) **Within eight (8) days after the Insured Person has been clinically assisted, provide a medical statement in which are indicated the injuries, the diagnosis and the indication of disability, where appropriate,**
  - b) **Communicate the healing of the injuries within eight (8) days thereafter, providing a medical statement indicating, apart from the date of discharge, the percentage of disability, where appropriate,**
  - c) **Provide, for the purpose of reimbursement, if any, all supporting documents concerning the costs incurred and covered by this Special Condition,**
  - d) **Inform the Insurance Company of all actions performed in order to verify the causes of the claim and of the conclusions reached, providing the Insurance Company with all documents available or accessible,**
  - e) **Inform the Insurance Company of the existence of any civil or criminal lawsuit or case, stemming from a road accident susceptible of giving rise to a complaint under this Special Condition, whether in the capacity of claimant, civil party or defendant, where the Insurance Company must intervene, if procedurally possible,**
  - f) **Cooperate with the Insurance Company in all judicial actions and procedures seeking the ascertainment of responsibilities and the exercise of the subrogation towards responsible third parties.**
2. **The insured driver also undertakes to:**
  - a) **Comply with all medical prescriptions,**
  - b) **Submit to an examination by a physician appointed by the Insurance Company,**
  - c) **Authorise the treating physicians to provide information requested by the physician appointed by the Insurance Company, whenever requested, duly issuing a consent for access to clinical data with any entity providing assistance within the scope of the accident guaranteed by this Special Condition,**
  - d) **Refrain from, without a previous agreement with the Insurance Company, exercising rights to compensation against responsible**

**third parties for the compensation of claimed damages, considered to be covered under this Special Condition.**

3. **In case of Death of the Insured Person, in addition to the report, the Insurance Company must also receive:**
  - a) **Death certificate,**
  - b) **Autopsy report with the results of the toxicological test,**
  - c) **Where they are considered necessary, other documents clarifying the accident and its consequences,**
  - d) **Relevant documents for purposes of identification and evidence of ownership of legal heirs.**
4. **If the Policyholder or the insured driver cannot comply with any of the obligations provided for in this clause, these shall fall upon the Policyholder, the insured driver or the Beneficiary, whomever is able to comply therewith.**
5. **Failure to comply with the aforementioned obligations or the untruthfulness of the information provided to the Insurance Company makes the responsible liable for losses and damage. Failure to comply with the obligations referred to in paragraph 2 of this clause terminates the liability of the Insurance Company. If the Insurance Company has paid any amounts within the scope of this cover, it shall be entitled to be reimbursed of said amounts by the insured driver.**
6. **The Insured Person recognises the right of the Insurance Company to manage the available amount with prevalence of the investment in his/her treatment and recovery, acknowledging that the payment of medical, pharmaceutical and assistance costs have preference over other types of payments, namely over capital payments, even over those whose direct beneficiaries are the Insured Person or his/her heirs.**
7. **The Insured Person entitles the Insurance Company, without having to worry about any capital insufficiencies, to use his/her account to make all payments of medical, pharmaceutical and assistance costs, as well as to reserve the available capital necessary to pay for the costs that the Insurance Company has authorised or is aware of, even if they have not already been produced to the Insurance Company for payment.**

#### Clause 8 – Appointment of a treating physician

1. **Under this Special Condition, the Insurance Company is entitled, at its discretion, to appoint the treating physician of the Insured Person, as well as the healthcare provision units where the medical care necessary and appropriate to the treatment of the injuries sustained shall occur.**
2. **However, the Insured person may resort to any physician in the following cases:**
  - a) **If the medical care required is urgent,**
  - b) **If the Insurance Company does not appoint the treating physician, or while it does not do so,**
  - c) **If the Insurance Company waives the right to appoint the treating physician,**
  - d) **If the Insured Person is considered to be healed, even with devaluation, and s/he does not agree with the medico-legal evaluation performed. In this case, the medical costs incurred by the Insured Person shall be reimbursed by the Insurance Company only**

if the Court acknowledges the medico-legal evaluation of the physician appointed by the Insured Person as being valid, to the detriment of the one performed by the physician appointed by the Insurance Company,

- e) Where a high-risk surgery must be performed and in cases of life or death.
3. While the treating physician is not appointed by the Insurance Company, the treating physician is deemed to be, for all legal purposes, the one who treats the claimant.
  4. During the hospitalisation period, the treating physician is replaced in his duties by the doctors of the same hospital unit, although s/he retains the right to follow up the treatment of the Insured Person, as per the respective internal regulations or, in the lack thereof, according to the determinations of the clinical director.
  5. The right to follow up the treatment of the Insured Person includes, namely, the treating physician having access to all the clinical information regarding the Insured Person in the possession of the hospital, and the Insured Person undertakes to provide the Insurance Company, at its request, with the necessary credentials and authorisations so that the treating physician may have access to all clinical information (including medical tests) necessary for a correct understanding and assessment of the Insured Person's clinical condition.
  6. The Insured Person must submit to treatment and comply with the clinical and surgical prescriptions of the physician appointed as treating physician and necessary for the cure of the injury or the recovery of working capacity, notwithstanding the right, in case of disagreement, to request for arbitration under the terms of the applicable legislation.
  7. The refusal by the Insured Person to submit to a surgery is legitimate and justified if due to its nature or his/her clinical condition, said surgery puts his/her life in danger.
  8. If the final clinical situation or the aggravation thereof is a consequence of unjustified refusal or lack of observance of clinical or surgical prescriptions, the

compensation payable by the Insurance Company may be reduced or excluded under the general terms.

#### Clause 9 – Subrogation

The compensation having been paid, the Insurance Company is subrogated to the rights, lawsuits and appeals of the insured driver against third parties liable for the accident, up to the limit of the amount of compensation provided, and shall abstain from any acts or omissions that may prejudice the sub-rogation under penalty of being liable for losses and damage.

#### SCHEDULE - DRIVER'S SPECIAL PROTECTION

Guarantees	Limits
Death grant	As per the legislation (reasonable offer)
In the case of a driver of full age, without declared income	60 x RMMG
Moral damages for the death of the driver	7 500 € (to the spouse) 5 000 € (to each child)
Reimbursement of funeral costs	5 000 €
Costs with the provision of medical, hospital, pharmaceutical and similar care	100 000 €
Costs with the adaptation of residence and/or workplace	30 780 € (1)
Costs with the adaptation of a motor vehicle	7 695 € (1)

Notes:

RMMG: Minimum Monthly Guaranteed Remuneration  
(1) Amounts subject to update under the terms of the applicable legislation.

#### MULTI-ASSISTANCE BASE

#### Clause 1 – Definitions

##### INSURED PERSONS:

- The Policyholder, his/her spouse or partner, ascendants and descendants up to the 2<sup>nd</sup> degree, if they live with him/her or at his/her care.

The Assistance guarantees to the aforementioned persons are always provided even if they travel separately and in whatever means of transport.

- The driver of the vehicle who is not the Insured Person.
- The passengers in the vehicle in case of a claim occurred involving the vehicle.

Passengers transported in auto stop are not covered by the guarantees of this insurance.

**INSURED VEHICLE:** The light motor vehicle under the terms of the legal classification in force, indicated in the Schedule of the Policy, that together with trailer and baggage, does not exceed the gross weight of 4,250 Kg.

Are excluded vehicles for transportation of animals, breakdown vehicles, ambulances, taxis, Letter A vehicles (Square) or Letter T vehicles (Tourism), motorcycles and mopeds, rental vehicles, instruction vehicles, hearses and rental motor-homes.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person,

giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

**ACTS OF VANDALISM:** Are considered as such:

- a) Acts caused by third parties with the exclusive intent of damaging the insured vehicle,
- b) Acts performed by persons involved in strikes and labour disturbances, as well as in riots or public disturbances, if stemming directly from said labour protests,
- c) Acts performed by any legally constituted authority by virtue of measures taken against the



occurrences mentioned in a) and b), in order to safeguard or protect persons and goods.

**CATASTROPHIC RISKS OF NATURE:** Are considered as such:

- a) Fall of trees, roof tiles, chimneys, walls or urban constructions caused by severe winds, cyclones, storms and waterspouts,
- b) Direct action of typhoons, cyclones, tornados, and volcanic eruptions,
- c) Direct action of waterspouts, torrential rains, floods or landslides,
- d) Direction action of earthquakes and seaquakes,
- e) Direct action of collapse of bridges, tunnels or other engineering works and accidental fall of aircraft.

**FIRE, LIGHTNING STRIKE OR EXPLOSION:** Damages to the insured vehicle caused by any of these events, whether the vehicle is moving or stationary, parked in a garage or in any other place.

**EFFECTIVE IMMOBILISATION:** The period between the effective date of stoppage of the vehicle and the date of delivery thereof by the workshop that repaired it.

**EFFECTIVE REPAIR:** The intervention of the workshop on the insured vehicle including labour hours and excluding the unavailability for repair and lack of parts.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

#### Clause 2 – Guarantees of assistance to persons

In all guarantees involving medical benefits or healthcare, the medical team of the Assistance Service shall always play a role of coordination and final decision regarding procedures to be adopted following a claim, namely in the assessment of the need for transport and follow-up of the Insured Persons and in the selection of the means of transport.

##### 1. Medical transport or repatriation of injured and ill

If the Insured Person sustains injuries or suddenly falls ill during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured or ill Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport.

If the transfer occurs to a Hospital Centre away from the residence, the Insurance Company shall also ensure in good time the transfer to the residence.

The means of transport used in Portugal, Europe and countries of the Mediterranean coast, if the urgency and seriousness so require, shall be the special medical plane.

In the remaining cases, said transport shall be performed by commercial airplane or any other means adequate to the circumstances.

Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the

World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

##### 2. Accompaniment during medical transport or repatriation

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

##### 3. Accompaniment of the hospitalised Insured Person

If an Insured Person must be hospitalised and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

##### 4. Roundtrip ticket and stay for a family member

If the Insured Person remains in the hospital for more than ten (10) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

##### 5. Extension of the stay at the hotel

If - after the occurrence of a sudden illness or accident, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by a person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

##### 6. Transport or repatriation of the Insured Person

In case of repatriation or transport of one or more Insured Persons due to sudden illness or accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining ones to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

##### 7. Medical, surgical, pharmaceutical and hospitalisation costs abroad

If - as a consequence of an accident or sudden illness occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurance Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,

c) Hospitalisation costs.

#### 8. **Transport or repatriation of deceased persons and of accompanying Insured Persons**

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

#### 9. **Early return**

If - during a trip - the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree, or siblings, adopted or in-laws die in Portugal, and the means used for his/her trip or the ticket purchased do not allow him/her to return earlier, the Insurance Company bears the costs incurred with a 1<sup>st</sup> class train ticket or an economy class plane ticket from the place of stay to his/her residence or up to the place of interment in Portugal.

This guarantee is also triggered if the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree are victims of accidents or unforeseeable illnesses in Portugal whose seriousness, to be confirmed by the Insurance Company's physician, after contacting the treating physician, demands his/her urgent and imperative presence.

If, as a consequence of early return, the Insured Person must absolutely go back to the place of stay in order to bring the vehicle or the other Insured Persons by the means initially arranged, the Insurance Company provides a train or plane ticket for that purpose, according to the previous paragraphs, and shall bear the costs thereof.

#### 10. **Theft or robbery of luggage**

In case of theft or robbery of luggage and/or personal items, the Insurance Company shall, if requested, assist the Insured Person in reporting said occurrence to the authorities. Both in the case of theft or robbery and of loss of said goods, if found, the Insurance Company shall send them to the place where the Insured Person is or to his/her residence, provided they are duly packed and transportable up to the maximum limit of 100 kg.

#### 11. **Advance payment of funds abroad**

In case of theft, robbery or loss of luggage and/or personal items, not recovered within 24 hours, the Insurance Company shall advance the amounts necessary in order to replace the unrecovered items up to the limit indicated in the Schedule of the Policy.

The same guarantee is provided if in case of breakdown or accident of the insured vehicle, funds are necessary to repair it.

The advanced amounts must be reimbursed to the Insurance Company within sixty (60) days.

#### 12. **Communication of messages**

The Insurance Company shall provide for the communication of urgent messages that may be requested by the Insured Person as a result of the occurrence of a claim covered by these guarantees.

#### 13. **Urgent trip due to the occurrence of a serious claim in the residence**

If, during a trip of the Insured Person with habitual residence expressly indicated in the policy, a claim occurs in his/her habitual residence by virtue of one of the below-mentioned events, rendering it uninhabitable or exposed to greater damage due to the seriousness thereof, the Assistance Service guarantees, up to the limits provided for in the Schedule, the transport of the Insured Person from the place where s/he is to his/her habitual residence, provided that s/he cannot do it through the means initially arranged for the trip, namely due to the immobilisation of the insured vehicle due to a breakdown or accident or if s/he cannot change the date of return of the travel ticket.

If the Insured Person must return to the place where s/he was, in order to retrieve the insured vehicle or to resume his/her stay, the Assistance Service shall also bear the costs with a one-way ticket.

The claims that trigger this guarantee are the following:

- Robbery, in case of break-in;
- Fire or explosion.

Other than that, the guarantee can be triggered only if the use of the original travel means is possible but they do not allow the Insured Person to arrive to the place of the claim within the 24 hours following the reporting of the claim to the Insurance Company.

#### 14. **Supervision of children abroad**

If the Insured Person to whom is entrusted the guardianship of a minor under 15 (fifteen) years old dies or is hospitalised, following an accident or an illness, the Assistance Service shall guarantee the costs of a roundtrip travel ticket for a family member in Portugal that may take care of said minor during the return to his/her habitual residence in Portugal, and shall also bear for costs with the return if it cannot occur through the means originally arranged for the trip.

#### 15. **Payment of communication costs**

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

### Clause 3 – **Guarantees of assistance to the insured vehicle and its occupants**

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

**1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident**

- 1.1. In case of accident or breakdown of the insured vehicle, including low battery, preventing it from being driven, the Insurance Company shall organise breakdown assistance.

If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to the workshop chosen by the Insured Person, always according to the distances and deadlines set forth in the Schedule.

If it was impossible for the Insured Person to contact the Assistance Service following injuries arising from an accident involving the vehicle, the Insurance Company shall reimburse the towing costs up to the maximum limit of 200 Euros.

The Insurance Company shall also provide for towage or breakdown assistance in case of theft or robbery that cause immobilisation of the vehicle according to the distances and deadlines set forth in the Schedule.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their initiative from the place where it was found up to a park under their surveillance, the Insurance Company shall reimburse the Insured Person for the towing costs up to the maximum limit of 200 Euros, if deducted from said limit, costs with other towing services or breakdown assistance where appropriate, according to the distances and deadlines set forth in the Schedule.

- 1.2. When the Claim occurs abroad the maximum limit established for this guarantee is 200 Euros.

- 1.3. *Auto na Hora* (Auto on the Spot): Exclusively following the request for towage of a light passenger insured vehicle and if the time elapsed from the performance of the assistance request to the arrival of the towing service to the place of the claim is longer than 60 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 60 and, if longer than 120 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 120.

In order to enjoy the guarantee provided for in 1.3, the Insured Person must claim said amount to the Insurance Company immediately after the arrival of the assistance service at the place of the claim.

Notwithstanding the exclusions provided for in the General and Special Conditions, the guarantee provided for in 1.3 is not applicable in the following cases:

- Chain-reaction crashes;
- Storms;
- Requests for compensation after the towing service;
- In cases where the location of the vehicle is not correct or complete, or after the assistance request, the Insured is unreachable;
- Services provided abroad.

**2. Transport or repatriation and collection of the vehicle**

If the insured vehicle, as a consequence of:

- i. theft or robbery, breakdown or accident, requires effective immobilisation for repair for a period longer than three (3) days;
- ii. theft or robbery, is immobilised and is recovered only after the Insured Person returns, before six (6)

months have elapsed since the date of the theft or robbery;

The Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation;
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

If the Insured Person is entitled to the guarantee of repatriation of the vehicle and alternatively chooses to have it repaired at the place of the occurrence, provided it is outside Portugal, the Insurance Company shall contribute to the repair up to EUR 100.

**3. Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

Where the vehicle, as a consequence of breakdown or accident is not repairable on the day itself and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one.

Alternatively, and in case of two or more Insured Persons, the Insurance Company shall provide for, if available at the place, a rental vehicle (without a driver) for them to return to their residences or to go to the travel destination, provided that the latter route is not longer than the first one.

**4. Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

**5. Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurance Company may provide for a driver to bring the vehicle up to the residence of the Insured Person.

**6. Sending of a professional driver**

If the Insured Person has been transported or repatriated as a consequence of a sudden illness, accident or death, or also in case of being unable to drive, and if none of the other occupants may replace the driver, the Insurance Company shall provide for a professional driver who shall drive the vehicle and its

occupants to their place of residence in Portugal or, if requested, to their destination, provided that the number of days to get there is not higher than the number of days required to return to the residence of the Insured Person.

The Insurance Company shall be exclusively responsible for costs with the driver, namely, food, transport, accommodation and fees, excluding all others.

#### **7. Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company.

The Insured Person must pay to the Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

#### **8. Loss or robbery of keys and keys locked inside the vehicle**

In case of loss or robbery of keys, or if they are locked inside the vehicle, making it impossible to start the vehicle or to open the door, the Insurance Company provides for the dispatch of breakdown assistance that shall solve the problem of starting the vehicle or opening the door.

Alternatively, the Insurance Company may arrange to send a tow truck, if technically possible, in order to collect the vehicle at its base or at the destination indicated by the Insured Person, up to the established limits.

The Insurance Company shall not be responsible for any damages arising from those actions, such as costs with the replacement or repair of the lock, keys and other elements of the vehicle.

#### **9. Lack of fuel or misfuelling**

In case of lack of fuel or misfuelling, the Insurance Company arranges, at its discretion, to supply sufficient fuel for the vehicle to arrive at the nearest fuelling station, and shall not be responsible for fuel costs or towage up to the residence or the workshop chosen by the Insured Person.

#### **10. Replacement of wheels in case of punctured tires**

In the event of a punctured or burst tire of the insured vehicle, the Insurance Company provides for its replacement with a spare tire already in the vehicle, bearing the travel and labour costs connected therewith.

If the replacement proves impossible, towage costs shall be guaranteed up to the place chosen by the Insured Person.

If on-site repair is not possible, the Insurance Company shall guarantee the transportation of the occupants to the repair workshop or to another place chosen by the Insured Person, within a distance of no more than 50 km.

#### **11. Replacement vehicle**

##### **11.1. Replacement vehicle due to breakdown**

Following a towing service, and in case the insured vehicle, immobilised due to breakdown, is not repaired on the same day, the Insurance Company provides to the Insured Person a replacement vehicle of a category and cylinder capacity

equivalent to those of the insured vehicle and only during the effective repair period.

It is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document must be sent to the Insurance Company/Assistance Service. If the rental agencies do not have vehicles of categories and cylinder capacities equivalent to those of the insured vehicle, the Insurance Company shall lease an alternative vehicle and shall exchange it as soon as possible.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall only be obligated to provide compensation to the Insured Person regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover. This compensation cannot be triggered if a vehicle is provided which is not equivalent to the insured vehicle.

The Insured Person shall be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

##### **11.2. Replacement vehicle in case of "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism"**

Following the immobilisation of the insured vehicle arising from a situation that falls within the scope of the covers "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism" and if the vehicle is not repaired on the same day, the Insurance Company shall provide to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle.

This vehicle shall be provided during the effective repair period, taking into account:

- a) The repair period defined in the repair quotation or in the expert report;
- b) The maximum limit of days indicated in the Schedule.

In the absence of an expert opinion, it is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document should be promptly sent to the Insurance Company/Assistance Service.

Where there is an expert report, the repair time to be considered will be the one that appears therein.

If the rental agencies are unable to provide a vehicle with the defined category and cylinder capacity, the Insurance Company shall lease a vehicle of a lower category and cylinder capacity, and shall exchange it as soon as possible. Alternatively, the Insured Person may rent a vehicle with said characteristics in another agency for the period during which the Insurance

Company is not able to guarantee a vehicle with the defined category and cylinder capacity, the Insured Person then being reimbursed for the corresponding costs up to the specified limits and upon presentation of the original invoice.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall only be obligated to provide compensation to the Insured Person regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover.

The Insured Person shall always be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

## 12. Return of luggage

In the event of repatriation of the Insured Person, the Insurance Company undertakes to return his/her luggage and personal belongings, up to a maximum of 100 kg per vehicle, provided that they are properly packed and transportable.

## 13. Legal protection

As per the Special Condition "Legal Protection" attached hereto.

## 14. Advance payments to cover bails

As per the Special Condition "Legal Protection" attached hereto.

## 15. Take me home

If the Insured is unable to drive the insured vehicle and no other occupant can safely replace him/her, the Assistance Service shall arrange, upon request, for the sending of a professional driver to drive the insured vehicle and its occupants, taking into account the maximum seating capacity of the vehicle.

The Assistance Service shall bear the costs incurred and fees associated with the sending and hiring of a professional driver who ensures the driving of the insured vehicle and its occupants to the residence of the Insured or another address designated by the Insured, provided that the latter expenses are not higher than the first ones. The transport must not exceed 50 km per service and has a maximum limit of three (3) claims per annuity.

The Assistance Service guarantees, exclusively, the costs incurred with the driver. Fuel expenses, tolls and any others associated to the driving of the vehicle itself are the responsibility of the Insured. The triggering of this guarantee presupposes the consent of the Insured to the driving of the vehicle and that the insured Vehicle complies with all legal and regulatory standards to be able to be driven on public roads.

When requesting for assistance, the Insured must be in the vicinity of the insured vehicle, and the services provided from the insured's home shall not be guaranteed.

This service is valid only in Portugal and is limited to light vehicles.

## 16. Transport costs of animals transported in the insured vehicle

Where the Insured Person has been transported under a guarantee of this insurance, the Assistance Service shall guarantee the return of domestic animals (dogs and/or cats), initially transported in the insured vehicle, to the habitual residence of the Insured Person, in Portugal, or to the place of destination, provided that the latter expenses are not higher than the first ones.

The animals must be duly conditioned, the costs with the purchase of cages and related to sanitary regulations being borne by the Insured Person.

## 17. Provision of coordinated transport service under the travel assistance cover

17.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

17.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

17.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition,**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

17.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

## Clause 5 – Exclusions

### 1. General Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been**

provided with its consent, except in cases of force majeure or confirmed material impossibility.

**2. Exclusions related to Guarantees of Assistance to Persons**

The Insurance Company shall not be responsible for the payment of benefits arising from:

- a) Medical, surgical, pharmaceutical and hospitalisation costs in Portugal,
- b) Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith,
- c) Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months,
- d) Costs incurred with funeral, casket or funeral ceremony,
- e) Costs with prostheses, glasses, contact lenses and similar,
- f) Costs related to non-urgent physical therapy.

**3. Exclusions related to Guarantees of Assistance to Vehicles and their Occupants**

The Insurance Company shall also not be responsible for the payment of benefits arising from:

- a) Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,
- b) Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,
- c) Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,
- d) Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,
- e) Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,
- f) Repairs, including cost of labour and parts,
- g) Costs with fuel of the assisted vehicle,
- h) Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,
- i) Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter,
- j) Loading and transshipment of hazardous materials.

**4. Exclusions Regarding the guarantee of Unpacking at the place or trailer of the vehicle as a result of failure or accident**

With regard to the guarantee "On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident ", the Insurer shall not be responsible for meeting the

distances and deadlines established in the following situations:

- a) Requests for assistance where the full address of the workshop of destination is not indicated in the initial contact;
- b) Requests for towing from private addresses to another address that does not correspond to a workshop properly collected as such;
- c) Workshop schedules that make it impossible to meet the defined deadlines, as well as requests that arose on the eve of weekends or holidays, and optimized delivery on the following business day, without prejudice to the deadlines defined in the particular conditions;
- d) Requests for towing which, at the time of loading, require compliance with any formality (transshipment of loads, partially dismantled vehicles, need for documentation or outstanding payments, withdrawals from authorities, etc.)
- e) Changes of destination address already in the process;
- f) Requests for assistance that require confirmation of prior eligibility (policies not included in the CAS system, pending cancellations, receipts for payment);
- g) Service requests for vehicles which, because of their size and characteristics, can not be loaded by a light-duty trailer;
- h) Situations of possible total loss of the insured vehicle;

**5. Exclusions Regarding the guarantee of the replacement vehicle**

The Insurer shall not be equally responsible for the payment of charges or benefits related to:

- a) Requests for replacement vehicles not arising from a claim expressly guaranteed by this Agreement;
- b) Occurrences and their consequences not proven by the Insurer;
- c) Tire puncture, loss and theft of safe vehicle keys, missing and changing fuel;
- d) Rentals not organized by the Insurer;
- e) Vehicle maintenance services;
- f) Accidents, theft, theft or related attempts;
- g) Washing, upholstery replacement and other interventions not related to the immobilizing occurrence of the insured vehicle;
- h) Vehicle repairs are safe from punctures, blisters or tire cracks, as well as rim damage resulting from poor road conditions;
- i) Unavailability of repair shops;
- j) Lack of parts, regardless of the responsible entity, namely workshops, dealers, manufacturers or brand;
- k) Transfers to or from the rental station;
- l) Deductibles, extra insurance, additional coverages and fuel deposits payable to car rental companies;
- m) Damage or damage to the replacement vehicle;
- n) Situations in which the insured vehicle can drive on its own;

- o) **Repair, including cost of labor and parts;**
- p) **Fuel expenses of the replacement car;**
- q) **Fines, fees, fines, tolls and parking charges when using the replacement car;**
- r) **Parking of the insured vehicle, when it is awaiting a decision by the Insured Person, related to a repair or any parking prior to the intervention of the Assistance Service;**
- s) **Damages to the insured vehicle prior to the intervention of the Assistance Service, as well as those suffered after its completion;**
- t) **Non-acceptance of the safe vehicle repair criteria by the service technicians and experts.**

#### Clause 6 – Reimbursements

Without prejudice to the obligation of the Insurance Company and the Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Insured Person, the Policyholder and/or the Insured undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Insurance Company/Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Assistance Service the amounts recovered.

#### Clause 7 – Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.**

**For the purpose of the provisions in these Special Conditions, Habitual Residence shall be deemed to be the domicile of the Insured Person, corresponding to**

**the place where the Insured Person has his/her daily domestic economy installed and organised and where s/he permanently resides, with stability and continuity.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

#### Clause 8 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Assistance Service of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

#### Clause 9 – Territorial scope

1. The guarantees of this Contract are valid:
  - a) **Guarantees of Assistance to Persons:** Throughout the world, from the residence of the Insured Person, except where otherwise provided for in the Schedule,
  - b) **Guarantees of Assistance to the Insured Vehicle and its Occupants: In Portugal** from the residence of the Insured Person or the registered office of the Policyholder, **in Europe and in the countries of the Mediterranean basin**, unless otherwise provided for in the Schedule. The guarantee of the replacement vehicle is valid only in Portugal; however, in the case of a claim in a foreign country, after the repatriation of the insured vehicle to Portugal, the terms of the cover defined above shall apply.
 

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**
2. **The guarantees of this Contract shall not apply in countries where, for reasons of force majeure, not ascribable to the Insurance Company, it becomes impossible to provide the services arising therefrom.**

### MULTI-ASSISTANCE VIP

#### Clause 1 – Definitions

##### INSURED PERSONS:

- The Policyholder, his/her spouse or partner, ascendants and descendants up to the 2<sup>nd</sup> degree, if they live with him/her or at his/her care.
 

The Assistance guarantees to the aforementioned persons are always provided even if they travel separately and in whatever means of transport.
- The driver of the vehicle who is not the Insured Person.
- The passengers in the vehicle in case of a claim occurred involving the vehicle.

Passengers transported in auto stop are not covered by the guarantees of this insurance.

**INSURED VEHICLE:** The light motor vehicle under the terms of the legal classification in force, indicated in the Schedule of the Policy, that together with trailer and baggage, does not exceed the gross weight of 4,250 Kg.

Are excluded vehicles for transportation of animals, breakdown vehicles, ambulances, taxis, Letter A vehicles (Square) or Letter T vehicles (Tourism), motorcycles and

mopeds, rental vehicles, instruction vehicles, hearses and motor-homes.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

**ACTS OF VANDALISM:** Are considered as such:

- a) Acts caused by third parties with the exclusive intent of damaging the insured vehicle,

- b) Acts performed by persons involved in strikes and labour disturbances, as well as in riots or public disturbances, if stemming directly from said labour protests,
- c) Acts performed by any legally constituted authority by virtue of measures taken against the occurrences mentioned in a) and b), in order to safeguard or protect persons and goods.

**CATASTROPHIC RISKS OF NATURE:** Are considered as such:

- a) Fall of trees, roof tiles, chimneys, walls or urban constructions caused by severe winds, cyclones, storms and waterspouts,
- b) Direct action of typhoons, cyclones, tornados, and volcanic eruptions,
- c) Direct action of waterspouts, torrential rains, floods or landslides,
- d) Direct action of earthquakes and seaquakes,
- e) Direct action of collapse of bridges, tunnels or other engineering works and accidental fall of aircraft.

**FIRE, LIGHTNING STRIKE OR EXPLOSION:** Damages to the insured vehicle caused by any of these events, whether the vehicle is moving or stationary, parked in a garage or in any other place.

**EFFECTIVE IMMOBILISATION:** The period between the effective date of stoppage of the vehicle and the date of delivery thereof by the workshop that repaired it.

**EFFECTIVE REPAIR:** The intervention of the workshop on the insured vehicle including labour hours and excluding the unavailability for repair and lack of parts.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

## Clause 2 – Guarantees of assistance to persons

In all guarantees involving medical benefits or healthcare, the medical team of the Assistance Service shall always play a role of coordination and final decision regarding procedures to be adopted following a claim, namely in the assessment of the need for transport and follow-up of the Insured Persons and in the selection of the means of transport.

### 1. Medical transport or repatriation of injured and ill

If the Insured Person sustains injuries or suddenly falls ill during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured or ill Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport.

If the transfer occurs to a Hospital Centre away from the residence, the Insurance Company shall also ensure in good time the transfer to the residence.

The means of transport used in Portugal, Europe and countries of the Mediterranean coast, if the urgency and seriousness so require, shall be the special medical plane.

In the remaining cases, said transport shall be performed by commercial airplane or any other means adequate to the circumstances.

Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

### 2. Accompaniment during medical transport or repatriation

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

### 3. Accompaniment of the hospitalised Insured Person

If an Insured Person must be hospitalised and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

### 4. Roundtrip ticket and stay for a family member

If the Insured Person remains in the hospital for more than five (5) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

### 5. Extension of the stay at the hotel

If - after the occurrence of a sudden illness or accident, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by a person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

### 6. Transport or repatriation of the Insured Person

In case of repatriation or transport of one or more Insured Persons due to sudden illness or accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining ones to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

### 7. Medical, surgical, pharmaceutical and hospitalisation costs abroad

If - as a consequence of an accident or sudden illness occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurance



Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,
- c) Hospitalisation costs.

#### **8. Transport or repatriation of deceased persons and of accompanying Insured Persons**

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

#### **9. Early return**

If - during a trip - the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree, or siblings, adopted or in-laws die in Portugal, and the means used for his/her trip or the ticket purchased do not allow him/her to return earlier, the Insurance Company bears the costs incurred with a 1<sup>st</sup> class train ticket or an economy class plane ticket from the place of stay to his/her residence or up to the place of interment in Portugal.

This guarantee is also triggered if the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree are victims of accidents or unforeseeable illnesses in Portugal whose seriousness, to be confirmed by the Insurance Company's physician, after contacting the treating physician, demands his/her urgent and imperative presence.

If, as a consequence of early return, the Insured Person must absolutely go back to the place of stay in order to bring the vehicle or the other Insured Persons by the means initially arranged, the Insurance Company provides a train or plane ticket for that purpose, according to the previous paragraphs, and shall bear the costs thereof.

#### **10. Location and sending of urgent medication abroad**

The Insurance Company shall provide for the sending of indispensable prescription medication, habitually used by the Insured Person, where it is not possible to obtain it locally or it cannot be replaced by similar drugs or substitutes thereof.

The Insured Person must bear the cost of the medication and all expedition costs.

#### **11. Theft or robbery of luggage**

In case of theft or robbery of luggage and/or personal items, the Insurance Company shall, if requested, assist the Insured Person in reporting said occurrence to the authorities. Both in the case of theft or robbery and of loss of said goods, if found, the Insurance Company shall send them to the place where the Insured Person is or to his/her residence, provided they are duly packed and transportable up to the maximum limit of 100 kg.

#### **12. Advance payment of funds abroad**

In case of theft, robbery or loss of luggage and/or personal items, not recovered within 24 hours, the Insurance Company shall advance the amounts necessary in order to replace the unrecovered items up to the limit indicated in the Schedule of the Policy.

The same guarantee is provided if in case of breakdown or accident of the insured vehicle, funds are necessary to repair it.

The advanced amounts must be reimbursed to the Insurance Company within sixty (60) days.

#### **13. Communication of messages**

The Insurance Company shall provide for the communication of urgent messages that may be requested by the Insured Person as a result of the occurrence of a claim covered by these guarantees.

#### **14. Information service**

Upon request, the Insurance Company shall provide the following personal assistance services to any Insured Person:

- a) Automobile information - Information on the road traffic code, compulsory insurance, workshops, and any other that relate to the use of motor vehicles and the road network in Portugal;
- b) Traffic information - Information on driving conditions on national roads and motorways, and on petrol stations in Portugal;
- c) Information on itineraries - Information on the way to travel to a certain destination and possible alternatives, and on road signs in Portugal;
- d) Information on hotels and guest houses - Information on addresses and telephone numbers in Portugal and main cities abroad;
- e) Information about brand dealers - Information on addresses, telephones and fax numbers of the brand dealer closest to the location of the vehicle of the Insured;
- f) Visas and vaccines necessary for trips abroad;
- g) Clinics, hospitals and physicians particularly equipped or indicated for the treatment of specific illnesses or injuries;
- h) Addresses and contacts of Portuguese embassies and consulates abroad.

#### **15. Urgent trip due to the occurrence of a serious claim in the residence**

If, during a trip of the Insured Person with habitual residence expressly indicated in the policy, a claim occurs in his/her habitual residence by virtue of one of the below-mentioned events, rendering it uninhabitable or exposed to greater damage due to the seriousness thereof, the Assistance Service guarantees, up to the limits provided for in the Schedule, the transport of the Insured Person from the place where s/he is to his/her habitual residence, provided that s/he cannot do it through the means initially arranged for the trip, namely due to the immobilisation of the insured vehicle due to a breakdown or accident or if s/he cannot change the date of return of the travel ticket.

If the Insured Person must return to the place where s/he was, in order to retrieve the insured vehicle or to resume his/her stay, the Assistance Service shall also bear the costs with a one-way ticket.

The claims that trigger this guarantee are the following:

- Robbery, in case of break-in;
- Fire or explosion.

Other than that, the guarantee can be triggered only if the use of the original travel means is possible but they do not allow the Insured Person to arrive to the place of the claim within the 24 hours following the reporting of the claim to the Insurance Company.

#### 16. Supervision of children abroad

If the Insured Person to whom is entrusted the guardianship of a minor under 15 (fifteen) years old dies or is hospitalised, following an accident or an illness, the Assistance Service shall guarantee the costs of a roundtrip travel ticket for a family member in Portugal that may take care of said minor during the return to his/her habitual residence in Portugal, and shall also bear for costs with the return if it cannot occur through the means originally arranged for the trip.

#### 17. Payment of communication costs

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

### Clause 3 – Guarantees of assistance to the insured vehicle and its occupants

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

#### 1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident

1.1. In case of accident or breakdown of the insured vehicle, including low battery, loss or theft of keys and keys locked inside the vehicle, lack or change of fuel, wheel replacement in case of tire bore preventing it from being driven, the Insurance Company shall organise breakdown assistance.

If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to the workshop chosen by the Insured Person according to the distances and deadlines set forth in the Schedule.

If it was impossible for the Insured Person to contact the Assistance Service following injuries arising from an accident involving the vehicle, the Insurance Company shall reimburse the towing costs up to the limit established in the Schedule.

The Insurance Company shall also provide for towage or breakdown assistance in case of theft or robbery that cause immobilisation of the vehicle according to the distances and deadlines set forth in the Schedule.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their

initiative from the place where it was found up to a park under their surveillance, the Insurance Company shall reimburse the Insured Person for the towing costs up to a maximum of 500 euros and if, after deduction of this limit, costs incurred with other towing or breakdown services, there is still a right and according to the distances and deadlines set forth in the Schedule.

1.2. When the Claim occurs abroad the maximum limit foreseen for this guarantee is 500 Euros.

1.3. Auto na Hora: Exclusively following the request for towage of a light passenger insured vehicle and if the time elapsed from the performance of the assistance request to the arrival of the towing service to the place of the claim is longer than 60 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 60 and, if longer than 120 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 120.

In order to enjoy the guarantee provided for in 1.3, the Insured Person must claim said amount to the Insurance Company immediately after the arrival of the assistance service at the place of the claim.

Notwithstanding the exclusions provided for in the General and Special Conditions, the guarantee provided for in 1.3 is not applicable in the following cases:

- Chain-reaction crashes;
- Storms;
- Requests for compensation after the towing service;
- In cases where the location of the vehicle is not correct or complete, or after the assistance request the Insured is unreachable;
- Services provided abroad.

#### 2. Transport or repatriation and collection of the vehicle

If the insured vehicle, as a consequence of:

- i. theft or robbery, breakdown or accident, requires effective immobilisation for repair for a period longer than three (3) days;
- ii. theft or robbery, is immobilised and is recovered only after the Insured Person returns, before six (6) months have elapsed since the date of the theft or robbery;

The Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation;
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

If the Insured Person is entitled to the guarantee of repatriation of the vehicle and alternatively chooses to have it repaired at the place of the occurrence, provided it is outside Portugal, the Insurance Company shall contribute to the repair up to EUR 100.

The period of effective immobilisation is considered to be the period between the effective date of the vehicle stoppage and the date of delivery of the vehicle by the repairing workshop.

**3. Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

Where the vehicle, as a consequence of breakdown or accident, cannot be repaired in the same day and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one. Alternatively, and in case of two or more Insured Persons, the Insurance Company shall provide for, if available at the place, a rental vehicle (without a driver) for them to return to their residences or to go to the travel destination, provided that the latter route is not longer than the first one.

Following loss or theft of keys and keys locked inside the vehicle, lack or change of fuel, replacement of wheel in case of a tire bore and not being possible to repair it locally the Assistance Service will organize the transport of the Insured Persons to the repair workshop or to another place chosen by the Safety Person, within a distance of not more than 50 km.

**4. Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

**5. Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurance Company may provide for a driver to bring the vehicle up to the residence of the Insured Person.

**6. Sending of a professional driver**

If the Insured Person has been transported or repatriated as a consequence of a sudden illness, accident or death, or also in case of being unable to drive, and if none of the other occupants may replace the driver, the Insurance Company shall provide for a professional driver who shall drive the vehicle and its occupants to their place of residence in Portugal or, if requested, to their destination, provided that the number of days to get there is not higher than the number of days required to return to the residence.

The Insurance Company shall be exclusively responsible for costs with the driver, namely, food, transport, accommodation and fees, excluding all others.

**7. Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company. The Insured Person must pay to the

Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

**8. Loss or robbery of keys and keys locked inside the vehicle**

In case of loss or robbery of keys, or if they are locked inside the vehicle, making it impossible to start the vehicle or to open the door, the Insurance Company provides for the dispatch of breakdown assistance that shall solve the problem of starting the vehicle or opening the door.

Alternatively, the Insurance Company may arrange to send a tow truck, if technically possible, in order to collect the vehicle at its base or at the destination indicated by the Insured Person, up to the established limits.

The Insurance Company shall not be responsible for any damages arising from those actions, such as costs with the replacement or repair of the lock, keys and other elements of the vehicle.

**9. Lack of fuel or misfuelling**

In case of lack of fuel or misfuelling, the Insurance Company arranges, at its discretion, to supply sufficient fuel for the vehicle to arrive at the nearest fuelling station, and shall not be responsible for fuel costs or towage up to the residence or the workshop chosen by the Insured Person.

**10. Replacement of wheels in case of punctured tires**

In the event of a punctured or burst tire of the insured vehicle, the Insurance Company provides for its replacement with a spare tire already in the vehicle, bearing the travel and labour costs connected therewith. If the replacement proves impossible, towage costs shall be guaranteed up to the place chosen by the Insured Person. This cover is guaranteed up to the limits indicated in the Schedule.

If on-site repair is not possible, the Insurance Company shall guarantee the transportation of the occupants to the repair workshop or to another place chosen by the Insured Person, within a distance of no more than 50 km.

**11. Replacement vehicle**

**11.1. Replacement vehicle due to breakdown**

Following a towing service, and in case the insured vehicle, immobilised due to breakdown, is not repaired on the same day, the Insurance Company provides to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle and only during the effective repair period.

It is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document must be sent to the Insurance Company/Assistance Service. If the rental agencies do not have vehicles of categories and cylinder capacities equivalent to those of the insured vehicle, the Insurance Company shall lease an alternative vehicle and shall exchange it as soon as possible.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall only be obligated to provide compensation to the Insured Person regarding the

daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover. This compensation cannot be triggered if a vehicle is provided which is not equivalent to the insured vehicle.

The Insured Person shall be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

#### **11.2. Replacement vehicle in case of "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism"**

Following the immobilisation of the insured vehicle arising from a situation that falls within the scope of the covers "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism" and if the vehicle is not repaired on the same day, the Insurance Company shall provide to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle.

This vehicle shall be provided during the effective repair period, taking into account:

- a) The repair period defined in the repair quotation or in the expert report;
- b) The maximum limit of days indicated in the Schedule.

In the absence of an expert opinion, it is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document should be promptly sent to the Assistance Service.

Where there is an expert report, the repair time to be considered will be the one that appears therein.

If the rental agencies are unable to provide a vehicle with the defined category and cylinder capacity, the Insurance Company shall lease a vehicle of a lower category and cylinder capacity, and shall exchange it as soon as possible. Alternatively, the Insured Person may rent a vehicle with said characteristics in another agency for the period during which the Insurance Company is not able to guarantee a vehicle with the defined category and cylinder capacity, the Insured Person then being reimbursed for the corresponding costs up to the specified limits and upon presentation of the original invoice.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall provide compensation to the Insured Person regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover.

The Insured Person shall always be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

The maximum period for the benefit of a replacement vehicle between the start date of Effective Immobilisation and the start of repair is five (5) consecutive days.

#### **11.3. Replacement vehicle in case of total loss**

The Insurance Company guarantees a replacement vehicle if the insured vehicle is considered a total loss.

If the total loss of the insured vehicle is covered by a specific guarantee provided by the Insurance Company and the Insurance Company makes the payment thereof before the expiry of the maximum period of provision of the replacement vehicle indicated in the Schedule, the right to receive the replacement vehicle ceases automatically as of that date.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

The days provided for in this guarantee are not cumulative with the limits already enjoyed under the replacement vehicle guarantee for Acts of vandalism, Catastrophic risks of nature or Fire, lightning strike and explosion.

#### **12. Return of luggage**

In the event of repatriation of the Insured Person, the Insurance Company undertakes to return his/her luggage and personal belongings, up to a maximum of 100 kg per vehicle, provided that they are properly packed and transportable.

#### **13. Protection and surveillance in Portugal**

In the event of an accident, and provided that the transported goods are properly conditioned, or in the event that the Insured Persons have been injured and evacuated, the vehicle and the goods being abandoned at the mercy of third parties, the Insurance Company shall ensure their surveillance on site by police forces or by security companies, for a maximum period of 48 hours, bearing the costs therewith up to the limits indicated in the Schedule.

#### **14. Legal protection**

As per the Special Condition "Legal Protection" attached hereto.

#### **15. Advance payments to cover bails**

As per the Special Condition "Legal Protection" attached hereto.

#### **16. Take me home**

If the Insured is unable to drive the insured vehicle and no other occupant can safely replace him/her, the Assistance Service shall arrange, upon request, for the sending of a professional driver to drive the insured vehicle and its occupants, taking into account the maximum seating capacity of the vehicle.

The Assistance Service shall bear the costs incurred and fees associated with the sending and hiring of a professional driver who ensures the driving of the insured vehicle and its occupants to the residence of the Insured or another address designated by the Insured, provided that the latter expenses are not higher than the first ones. The transport must not exceed 50 km per service and has a maximum limit of three (3) claims per annuity.

The Assistance Service guarantees, exclusively, the costs incurred with the driver. Fuel expenses, tolls and any others associated to the driving of the vehicle itself are the responsibility of the Insured. The triggering of this guarantee presupposes the consent of the Insured to the driving of the vehicle and that the insured Vehicle complies with all legal and regulatory standards to be able to be driven on public roads.

When requesting for assistance, the Insured must be in the vicinity of the insured vehicle, and the services provided from the insured's home shall not be guaranteed.

This service is valid only in Portugal and is limited to light vehicles.

#### 17. **Transport costs of animals transported in the insured vehicle**

Where the Insured Person has been transported under a guarantee of this insurance, the Assistance Service shall guarantee the return of domestic animals (dogs and/or cats), initially transported in the insured vehicle, to the habitual residence of the Insured Person, in Portugal, or to the place of destination, provided that the latter expenses are not higher than the first ones.

The animals must be duly conditioned, the costs with the purchase of cages and related to sanitary regulations being borne by the Insured Person.

#### 18. **Provision of coordinated transport service under the travel assistance cover**

18.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

18.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

18.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle**

**indicated in Clause 1 of this special condition,**

- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

18.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

### Clause 4 – Exclusions

#### 1. **General Exclusions**

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been provided with its consent, except in cases of force majeure or confirmed material impossibility.**

#### 2. **Exclusions related to Guarantees of Assistance to Persons**

**The Insurance Company shall not be responsible for the payment of benefits arising from:**

- a) **Medical, surgical, pharmaceutical and hospitalisation costs in Portugal,**
- b) **Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith,**
- c) **Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months,**
- d) **Costs incurred with funeral, casket or funeral ceremony,**
- e) **Costs with prostheses, glasses, contact lenses and similar,**
- f) **Costs related to non-urgent physical therapy.**

#### 3. **Exclusions related to Guarantees of Assistance to Vehicles and their Occupants**

**The Insurance Company shall also not be responsible for the payment of benefits arising from:**

- a) **Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,**
- b) **Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,**
- c) **Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,**
- d) **Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,**
- e) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,**

- f) Repairs, including cost of labour and parts,
  - g) Costs with fuel of the assisted vehicle,
  - h) Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,
  - i) Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter,
  - j) Loading and transshipment of hazardous materials.
4. With regard to the guarantee "On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident ", the Insurer shall not be responsible for meeting the distances and deadlines established in the following situations:
- a) Requests for assistance where the full address of the workshop of destination is not indicated in the initial contact;
  - b) Requests for towing from private addresses to another address that does not correspond to a workshop properly collected as such;
  - c) Workshop schedules that make it impossible to meet the defined deadlines, as well as requests that arose on the eve of weekends or holidays, and optimized delivery on the following business day, without prejudice to the deadlines defined in the particular conditions;
  - d) Requests for towing which, at the time of loading, require compliance with any formality (transshipment of loads, partially dismantled vehicles, need for documentation or outstanding payments, withdrawals from authorities, etc.)
  - e) Changes of destination address already in the process;
  - f) Requests for assistance that require confirmation of prior eligibility (policies not included in the CAS system, pending cancellations, receipts for payment);
  - g) Service requests for vehicles which, because of their size and characteristics, can not be loaded by a light-duty trailer;
  - h) Situations of possible total loss of the insured vehicle;
  - i) Possible damages resulting from the loss or theft of keys and keys locked inside the vehicle, namely replacement costs or arrangement of the lock, keys and other elements of the vehicle.
5. Exclusions Regarding the guarantee of the replacement vehicle
- The Insurer shall not be equally responsible for the payment of charges or benefits related to:
- a) Requests for replacement vehicles not arising from a claim expressly guaranteed by this Agreement;
  - b) Occurrences and their consequences not proven by the Insurer;
  - c) Tire puncture, loss and theft of safe vehicle keys, missing and changing fuel;
  - d) Rentals not organized by the Insurer;
  - e) Vehicle maintenance services;
  - f) Accidents, theft, theft or related attempts;
  - g) Washing, upholstery replacement and other interventions not related to the immobilizing occurrence of the insured vehicle;
  - h) Vehicle repairs are safe from punctures, blisters or tire cracks, as well as rim damage resulting from poor road conditions;
  - i) Unavailability of repair shops;
  - j) Lack of parts, regardless of the responsible entity, namely workshops, dealers, manufacturers or brand;
  - k) Transfers to or from the rental station;
  - l) Deductibles, extra insurance, additional coverages and fuel deposits payable to car rental companies;
  - m) Damage or damage to the replacement vehicle;
  - n) Situations in which the insured vehicle can drive on its own;
  - o) Repair, including cost of labor and parts;
  - p) Fuel expenses of the replacement car;
  - q) Fines, fees, fines, tolls and parking charges when using the replacement car;
  - r) Parking of the insured vehicle, when it is awaiting a decision by the Insured Person, related to a repair or any parking prior to the intervention of the Assistance Service;
  - s) Damages to the insured vehicle prior to the intervention of the Assistance Service, as well as those suffered after its completion;
  - t) Non-acceptance of the safe vehicle repair criteria by the service technicians and experts.

#### Clause 5 – Reimbursements

Without prejudice to the obligation of the Insurance Company and the Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Assistance Service the amounts recovered.

#### Clause 6 – Duration

Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.

For the purpose of the provisions in these Special Conditions, Habitual Residence shall be deemed to be the domicile of the Insured Person, corresponding to the place where the Insured Person has his/her daily domestic economy installed and organised and where s/he permanently resides, with stability and continuity.

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

#### Clause 7 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Assistance Service of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

#### Clause 8 – Territorial scope

##### 1. The guarantees of this Contract are valid:

- a) **Guarantees of Assistance to Persons:** Throughout the world, from the residence of the Insured Person, except where otherwise provided for in the Schedule;

- b) **Guarantees of Assistance to the Insured Vehicle and its Occupants: In Portugal** from the residence of the Insured Person or the registered office of the Policyholder, **in Europe and in the countries of the Mediterranean basin**, unless otherwise provided for in the Schedule. The guarantee of the replacement vehicle is valid only in Portugal; however, in the case of a claim in a foreign country, after the repatriation of the insured vehicle to Portugal, the terms of the cover defined above shall apply.

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal.**

2. **The guarantees of this Contract shall not apply in countries where, for reasons of force majeure, not ascribable to the Insurance Company, it becomes impossible to provide the services arising therefrom.**

### MULTI-ASSISTANCE VIP PLUS

#### Clause 1 – Definitions

##### **INSURED PERSONS:**

- The Policyholder, his/her spouse or partner, ascendants and descendants up to the 2<sup>nd</sup> degree, if they live with him/her or at his/her care.  
The Assistance guarantees to the aforementioned persons are always provided even if they travel separately and in whatever means of transport.
- The driver of the vehicle who is not the Insured Person.
- The passengers in the vehicle in case of a claim occurred involving the vehicle.

Passengers transported in auto stop are not covered by the guarantees of this insurance.

**INSURED VEHICLE:** The light motor vehicle under the terms of the legal classification in force, indicated in the Schedule of the Policy, that together with trailer and baggage, does not exceed the gross weight of 4,250 Kg.

Are excluded vehicles for transportation of animals, breakdown vehicles, ambulances, taxis, Letter A vehicles (Square) or Letter T vehicles (Tourism), motorcycles and mopeds, rental vehicles, instruction vehicles, hearses and motor-homes.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

**ACTS OF VANDALISM:** Are considered as such:

- a) Acts caused by third parties with the exclusive intent of damaging the insured vehicle,

- b) Acts performed by persons involved in strikes and labour disturbances, as well as in riots or public disturbances, if stemming directly from said labour protests,
- c) Acts performed by any legally constituted authority by virtue of measures taken against the occurrences mentioned in a) and b), in order to safeguard or protect persons and goods.

**CATASTROPHIC RISKS OF NATURE:** Are considered as such:

- a) Fall of trees, roof tiles, chimneys, walls or urban constructions caused by severe winds, cyclones, storms and waterspouts,
- b) Direct action of typhoons, cyclones, tornados, and volcanic eruptions,
- c) Direct action of waterspouts, torrential rains, floods or landslides,
- d) Direction action of earthquakes and seaquakes,
- e) Direct action of collapse of bridges, tunnels or other engineering works and accidental fall of aircraft.

**FIRE, LIGHTNING STRIKE OR EXPLOSION:** Damages to the insured vehicle caused by any of these events, whether the vehicle is moving or stationary, parked in a garage or in any other place.

**EFFECTIVE IMMOBILISATION:** The period between the effective date of stoppage of the vehicle and the date of delivery thereof by the workshop that repaired it.

**EFFECTIVE REPAIR:** The intervention of the workshop on the insured vehicle including labour hours and excluding the unavailability for repair and lack of parts.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

#### Clause 2 – Guarantees of assistance to persons

In all guarantees involving medical benefits or healthcare, the medical team of the Assistance Service shall always play a role of coordination and final decision regarding procedures to be adopted following a claim, namely in the assessment of the need for transport and follow-up of the Insured Persons and in the selection of the means of transport.

##### 1. Medical transport or repatriation of injured and ill

If the Insured Person sustains injuries or suddenly falls ill during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured or ill Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport.

If the transfer occurs to a Hospital Centre away from the residence, the Insurance Company shall also ensure in good time the transfer to the residence.

The means of transport used in Portugal, Europe and countries of the Mediterranean coast, if the urgency and seriousness so require, shall be the special medical plane.

In the remaining cases, said transport shall be performed by commercial airplane or any other means adequate to the circumstances.

Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

## **2. Accompaniment during medical transport or repatriation**

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

## **3. Accompaniment of the hospitalised Insured Person**

If an Insured Person must be hospitalised and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

## **4. Roundtrip ticket and stay for a family member**

If the Insured Person remains in the hospital for more than five (5) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

## **5. Extension of the stay at the hotel**

If - after the occurrence of a sudden illness or accident, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

## **6. Transport or repatriation of the Insured Person**

In case of repatriation or transport of one or more Insured Persons due to sudden illness or accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining ones to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

## **7. Medical, surgical, pharmaceutical and hospitalisation costs abroad**

If - as a consequence of an accident or sudden illness occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurance Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,
- c) Hospitalisation costs.

## **8. Transport or repatriation of deceased persons and of accompanying Insured Persons**

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

## **9. Early return**

If - during a trip - the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree, or siblings, adopted or in-laws die in Portugal, and the means used for his/her trip or the ticket purchased do not allow him/her to return earlier, the Insurance Company bears the costs incurred with a 1<sup>st</sup> class train ticket or an economy class plane ticket from the place of stay to his/her residence or up to the place of interment in Portugal.

This guarantee is also triggered if the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree are victims of accidents or unforeseeable illnesses in Portugal whose seriousness, to be confirmed by the Insurance Company's physician, after contacting the



treating physician, demands his/her urgent and imperative presence.

If, as a consequence of early return, the Insured Person must absolutely go back to the place of stay in order to bring the vehicle or the other Insured Persons by the means initially arranged, the Insurance Company provides a train or plane ticket for that purpose, according to the previous paragraphs, and shall bear the costs thereof.

#### 10. Location and sending of urgent medication abroad

The Insurance Company shall provide for the sending of indispensable prescription medication, habitually used by the Insured Person, where it is not possible to obtain it locally or it cannot be replaced by similar drugs or substitutes thereof.

The Insured Person must bear the cost of the medication and all expedition costs.

#### 11. Theft or robbery of luggage

In case of theft or robbery of luggage and/or personal items, the Insurance Company shall, if requested, assist the Insured Person in reporting said occurrence to the authorities. Both in the case of theft or robbery and of loss of said goods, if found, the Insurance Company shall send them to the place where the Insured Person is or to his/her residence, provided they are duly packed and transportable up to the maximum limit of 100 kg.

#### 12. Advance payment of funds abroad

In case of theft, robbery or loss of luggage and/or personal items, not recovered within 24 hours, the Insurance Company shall advance the amounts necessary in order to replace the unrecovered items up to the limit indicated in the Schedule of the Policy.

The same guarantee is provided if in case of breakdown or accident of the insured vehicle, funds are necessary to repair it.

The advanced amounts must be reimbursed to the Insurance Company within sixty (60) days.

#### 13. Communication of messages

The Insurance Company shall provide for the communication of urgent messages that may be requested by the Insured Person as a result of the occurrence of a claim covered by these guarantees.

#### 14. Information service

Upon request, the Insurance Company shall provide the following personal assistance services to any Insured Person:

- a) Automobile information - Information on the road traffic code, compulsory insurance, workshops, and any other that relate to the use of motor vehicles and the road network in Portugal;
- b) Traffic information - Information on driving conditions on national roads and motorways, and on petrol stations in Portugal;
- c) Information on itineraries - Information on the way to travel to a certain destination and possible alternatives, and on road signs in Portugal;
- d) Information on hotels and guest houses - Information on addresses and telephone numbers in Portugal and main cities abroad;
- e) Information about brand dealers - Information on addresses, telephones and fax numbers of the brand dealer closest to the location of the vehicle of the Insured;
- f) Visas and vaccines necessary for trips abroad;
- g) Clinics, hospitals and physicians particularly equipped or indicated for the treatment of specific illnesses or injuries;

h) Addresses and contacts of Portuguese embassies and consulates abroad.

#### 15. Urgent trip due to the occurrence of a serious claim in the residence

If, during a trip of the Insured Person with habitual residence expressly indicated in the policy, a claim occurs in his/her habitual residence by virtue of one of the below-mentioned events, rendering it uninhabitable or exposed to greater damage due to the seriousness thereof, the Assistance Service guarantees, up to the limits provided for in the Schedule, the transport of the Insured Person from the place where s/he is to his/her habitual residence, provided that s/he cannot do it through the means initially arranged for the trip, namely due to the immobilisation of the insured vehicle due to a breakdown or accident or if s/he cannot change the date of return of the travel ticket.

If the Insured Person must return to the place where s/he was, in order to retrieve the insured vehicle or to resume his/her stay, the Assistance Service shall also bear the costs with a one-way ticket.

The claims that trigger this guarantee are the following:

- Robbery, in case of break-in;
- Fire or explosion.

Other than that, the guarantee can be triggered only if the use of the original travel means is possible but they do not allow the Insured Person to arrive to the place of the claim within the 24 hours following the reporting of the claim to the Insurance Company.

#### 16. Supervision of children abroad

If the Insured Person to whom is entrusted the guardianship of a minor under 15 (fifteen) years old dies or is hospitalised, following an accident or an illness, the Assistance Service shall guarantee the costs of a roundtrip travel ticket for a family member in Portugal that may take care of said minor during the return to his/her habitual residence in Portugal, and shall also bear for costs with the return if it cannot occur through the means originally arranged for the trip.

#### 17. Payment of communication costs

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

### Clause 3 – Guarantees of assistance to the insured vehicle and its occupants

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

#### 1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident

1.1. In case of accident or breakdown of the insured vehicle, including low battery, loss or theft of keys and keys locked inside the vehicle, lack or change of fuel, wheel replacement in case of tire bore, preventing it from being driven, the Insurance Company shall organise breakdown assistance.

If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to

the workshop chosen by the Insured Person according to the distances and deadlines set forth in the Schedule.

If it was impossible for the Insured Person to contact the Assistance Service following injuries arising from an accident involving the vehicle, the Insurance Company shall reimburse the towing costs up to the maximum of 500 Euros.

The Insurance Company shall also provide for towage or breakdown assistance in case of theft or robbery that cause immobilisation of the vehicle, according to the distances and deadlines set forth in the Particular Clauses.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their initiative from the place where it was found up to a park under their surveillance, the Insurance Company shall reimburse the Insured Person for the towing costs up to a maximum of 500 euros and if, after deduction of this limit, costs incurred with other towing or breakdown services, there is still a right and according to the distances and deadlines set forth in the Schedule.

1.2. When the Claim occurs abroad the maximum limit foreseen for this guarantee is 500 Euros.

1.3. Auto na Hora: Exclusively following the request for towage of a light passenger insured vehicle and if the time elapsed from the performance of the assistance request to the arrival of the towing service to the place of the claim is longer than 60 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 60 and, if longer than 120 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 120.

In order to enjoy the guarantee provided for in 1.3, the Insured Person must claim said amount to the Insurance Company immediately after the arrival of the assistance service at the place of the claim.

Notwithstanding the exclusions provided for in the General and Special Conditions, the guarantee provided for in 1.3 is not applicable in the following cases:

- Chain-reaction crashes;
- Storms;
- Requests for compensation after the towing service;
- In cases where the location of the vehicle is not correct or complete, or after the assistance request the Insured is unreachable;
- Services provided abroad.

## 2. **Transport or repatriation and collection of the vehicle**

If the insured vehicle, as a consequence of:

- i. theft or robbery, breakdown or accident, cannot be repaired on the same day;
- ii. theft or robbery, is immobilised and is recovered only after the Insured Person returns, before six (6) months have elapsed since the date of the theft or robbery;

The Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation;
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

If the Insured Person is entitled to the guarantee of repatriation of the vehicle and alternatively chooses to have it repaired at the place of the occurrence, provided it is outside Portugal, the Insurance Company shall contribute to the repair up to EUR 100.

The period of effective immobilisation is considered to be the period between the effective date of the vehicle stoppage and the date of delivery of the vehicle by the repairing workshop.

## 3. **Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

Where the vehicle, as a consequence of breakdown or accident, cannot be repaired in the same day and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one. Alternatively, and in case of two or more Insured Persons, the Insurance Company shall provide for, if available at the place, a rental vehicle (without a driver) for them to return to their residences or to go to the travel destination, provided that the latter route is not longer than the first one.

Following loss or theft of keys and keys locked inside the vehicle, lack or change of fuel, replacement of wheel in case of a tire bore and not being possible to repair it locally the Assistance Service will organize the transport of the Insured Persons to the repair workshop or to another place chosen by the Safety Person, within a distance of not more than 50 km.

## 4. **Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

## 5. **Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurance Company may provide for a driver to bring the vehicle up to the residence of the Insured Person.

## 6. **Sending of a professional driver**

If the Insured Person has been transported or repatriated as a consequence of a sudden illness, accident or death, or also in case of being unable to drive, and if none of the other occupants may replace the driver, the Insurance Company shall provide for a professional driver who shall drive the vehicle and its occupants to their place of residence in Portugal or, if requested, to their destination, provided that the number of days to get there is not higher than the number of days required to return to the residence.

The Insurance Company shall be exclusively responsible for costs with the driver, namely, food, transport, accommodation and fees, excluding all others.

## 7. **Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company. The Insured Person must pay to the Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

## 8. **Loss or robbery of keys and keys locked inside the vehicle**

In case of loss or robbery of keys, or if they are locked inside the vehicle, making it impossible to start the vehicle or to open the door, the Insurance Company provides for the dispatch of breakdown assistance that shall solve the problem of starting the vehicle or opening the door.

Alternatively, the Insurance Company may arrange to send a tow truck, if technically possible, in order to collect the vehicle at its base or at the destination indicated by the Insured Person, up to the established limits.

The Insurance Company shall not be responsible for any damages arising from those actions, such as costs with the replacement or repair of the lock, keys and other elements of the vehicle.

## 9. **Lack of fuel or misfuelling**

In case of lack of fuel or misfuelling, the Insurance Company arranges, at its discretion, to supply sufficient fuel for the vehicle to arrive at the nearest fuelling station, and shall not be responsible for fuel costs or towage up to the residence or the workshop chosen by the Insured Person.

This cover is guaranteed up to the limits indicated in the Schedule.

## 10. **Replacement of wheels in case of punctured tires**

In the event of a punctured or burst tire of the insured vehicle, the Insurance Company provides for its replacement with a spare tire already in the vehicle, bearing the travel and labour costs connected therewith. If the replacement proves impossible, towage costs shall be guaranteed up to the place chosen by the Insured Person. This cover is guaranteed up to the limits indicated in the Schedule.

If on-site repair is not possible, the Insurance Company shall guarantee the transportation of the occupants to the repair workshop or to another place chosen by the Insured Person, within a distance of no more than 50 km.

## 11. **Replacement vehicle**

### 11.1. **Replacement vehicle due to breakdown**

Following a towing service, and in case the insured vehicle, immobilised due to breakdown, is not repaired on the same day, the Insurance Company provides to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle and only during the effective repair period.

It is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document must be sent to the Assistance

Service. If the rental agencies do not have vehicles of categories and cylinder capacities equivalent to those of the insured vehicle, the Insurance Company shall lease an alternative vehicle and shall exchange it as soon as possible.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall only be obligated to provide compensation to the Insured Person regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover. This compensation cannot be triggered if a vehicle is provided which is not equivalent to the insured vehicle.

The Insured Person shall be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

### 11.2. **Replacement vehicle in case of "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism"**

Following the immobilisation of the insured vehicle arising from a situation that falls within the scope of the covers "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism" and if the vehicle is not repaired on the same day, the Insurance Company shall provide to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle.

This vehicle shall be provided during the effective repair period, taking into account:

- a) The repair period defined in the repair quotation or in the expert report,
- b) The maximum limit of days indicated in the Schedule.

In the absence of an expert opinion, it is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document should be promptly sent to the Assistance Service.

Where there is an expert report, the repair time to be considered will be the one that appears therein.

If the rental agencies are unable to provide a vehicle with the defined category and cylinder capacity, the Insurance Company shall lease a vehicle of a lower category and cylinder capacity, and shall exchange it as soon as possible. Alternatively, the Insured Person may rent a vehicle with said characteristics in another agency for the period during which the Insurance Company is not able to guarantee a vehicle with the defined category and cylinder capacity, the Insured Person then being reimbursed for the corresponding costs up to the specified limits and upon presentation of the original invoice.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall provide compensation to the Insured Person

regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover.

The Insured Person shall always be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

The maximum period for the benefit of a replacement vehicle between the start date of Effective Immobilisation and the start of repair is five (5) consecutive days.

### 11.3. Replacement vehicle due to a road accident

In the event of a car accident resulting in damages to the insured vehicle that are not repaired on the same day, the Insurance Company shall provide to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle for the period of effective immobilisation.

The provision of a replacement vehicle is dependent on the confirmation by the Assistance Service of the existence of the damages and the impossibility of repairing them on the same day.

The provision of a replacement vehicle during the Effective Repair Period covered by this cover is subject to the receipt and confirmation of the expert's report or repair quotation by the Assistance Service.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

The maximum period for the benefit of a replacement vehicle between the start date of Effective Immobilisation and the start of repair is five (5) consecutive days.

### 11.4. Replacement vehicle due to theft or robbery

If the insured vehicle has been object of theft or robbery duly reported to the competent authorities, the Insurance Company shall provide to the Insured Person a replacement vehicle, of a category and cylinder capacity equivalent to those of the insured vehicle, as soon as the documentary evidence of report to the authorities is produced to the Insurance Company.

The right to enjoy the replacement vehicle shall cease on the date of recovery of the stolen vehicle unless:

- a) The insured vehicle has been recovered with damages, but can still be driven, the Insurance Company shall proceed to the assignment of a replacement vehicle for the Effective Repair

Period, after the receipt and confirmation of the expert's report or effective Repair quotation,

- b) The insured vehicle cannot be driven, the Insurance Company shall proceed to the assignment of a replacement vehicle from the date of recovery until the conclusion of the Effective Repair.

In the case referred to in subparagraph b), the maximum period of provision of the replacement vehicle shall be five (5) consecutive days counted from the date of recovery until the beginning of the repair of the insured vehicle and the provision of the replacement vehicle during the Effective Repair Period is dependent upon receipt and confirmation of the repair quotation by the Assistance Service.

The days provided for in subparagraphs a) and b) above together with the days of assignment of the replacement vehicle the Insured Person has enjoyed until the recovery of the insured vehicle may in no circumstance exceed the maximum limit established in the Schedule of the Policy.

In case the Insurance Company pays a compensation under the theft or robbery coverage before the expiry of the maximum period for provision of the replacement vehicle, the right to receive the replacement vehicle ceases automatically at the date that payment is made.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

### 11.5. Replacement vehicle in case of total loss

The Insurance Company guarantees a replacement vehicle if the insured vehicle is considered a total loss.

If the total loss of the insured vehicle is covered by a specific guarantee provided by the Insurance Company and the Insurance Company makes the payment thereof before the expiry of the maximum period of provision of the replacement vehicle indicated in the Schedule, the right to receive the replacement vehicle ceases automatically as of that date.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

The days provided for in this guarantee are not cumulative with the limits already enjoyed under the replacement vehicle guarantee for Acts of vandalism, Catastrophic risks of nature or Fire, lightning strike and explosion.

## 12. Return of luggage

In the event of repatriation of the Insured Person, the Insurance Company undertakes to return his/her luggage and personal belongings, up to a maximum of 100 kg per vehicle, provided that they are properly packed and transportable.

## 13. Protection and surveillance in Portugal

In the event of an accident, and provided that the transported goods are properly conditioned, or in the event that the Insured Persons have been injured and evacuated, the vehicle and the goods being abandoned at the mercy of third parties, the Insurance Company shall ensure their surveillance on site by police forces or by security companies, for a maximum period of 48 hours, bearing the costs therewith up to the limits indicated in the Schedule.

#### 14. Legal protection

As per the Special Condition "Legal Protection" attached hereto.

#### 15. Advance payments to cover bails

As per the Special Condition "Legal Protection" attached hereto.

#### 16. Take me home

If the Insured is unable to drive the insured vehicle and no other occupant can safely replace him/her, the Assistance Service shall arrange, upon request, for the sending of a professional driver to drive the insured vehicle and its occupants, taking into account the maximum seating capacity of the vehicle.

The Assistance Service shall bear the costs incurred and fees associated with the sending and hiring of a professional driver who ensures the driving of the insured vehicle and its occupants to the residence of the Insured or another address designated by the Insured, provided that the latter expenses are not higher than the first ones. The transport must not exceed 50 km per service and has a maximum limit of three (3) claims per annuity.

The Assistance Service guarantees, exclusively, the costs incurred with the driver. Fuel expenses, tolls and any others associated to the driving of the vehicle itself are the responsibility of the Insured. The triggering of this guarantee presupposes the consent of the Insured to the driving of the vehicle and that the insured Vehicle complies with all legal and regulatory standards to be able to be driven on public roads.

When requesting for assistance, the Insured must be in the vicinity of the insured vehicle, and the services provided from the insured's home shall not be guaranteed.

This service is valid only in Portugal and is limited to light vehicles.

#### 17. Transport costs of animals transported in the insured vehicle

Where the Insured Person has been transported under a guarantee of this insurance, the Assistance Service shall guarantee the return of domestic animals (dogs and/or cats), initially transported in the insured vehicle, to the habitual residence of the Insured Person, in Portugal, or to the place of destination, provided that the latter expenses are not higher than the first ones.

The animals must be duly conditioned, the costs with the purchase of cages and related to sanitary regulations being borne by the Insured Person.

#### 18. Provision of coordinated transport service under the travel assistance cover

18.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

18.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

18.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**

- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition,**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

18.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

### Clause 4 – Exclusions

#### 1. General Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been provided with its consent, except in cases of force majeure or confirmed material impossibility.**

#### 2. Exclusions related to Guarantees of Assistance to Persons

**The Insurance Company shall not be responsible for the payment of benefits arising from:**

- a) **Medical, surgical, pharmaceutical and hospitalisation costs in Portugal,**
- b) **Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith,**
- c) **Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months,**
- d) **Costs incurred with funeral, casket or funeral ceremony,**
- e) **Costs with prostheses, glasses, contact lenses and similar,**
- f) **Costs related to non-urgent physical therapy.**

#### 3. Exclusions related to Guarantees of Assistance to Vehicles and their Occupants

**The Insurance Company shall also not be responsible for the payment of benefits arising from:**

- a) **Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,**
- b) **Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,**

- c) **Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,**
  - d) **Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,**
  - e) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,**
  - f) **Repairs, including cost of labour and parts,**
  - g) **Costs with fuel of the assisted vehicle,**
  - h) **Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,**
  - i) **Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter,**
  - j) **Loading and transshipment of hazardous materials.**
4. **With regard to the guarantee " On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident", the Insurer shall not be responsible for meeting the distances and deadlines established in the following situations:**
- a) **Requests for assistance where the full address of the workshop of destination is not indicated in the initial contact;**
  - b) **Requests for towing from private addresses to another address that does not correspond to a workshop properly collected as such;**
  - c) **Workshop schedules that make it impossible to meet the defined deadlines, as well as requests that arose on the eve of weekends or holidays, and optimized delivery on the following business day, without prejudice to the deadlines defined in the particular conditions;**
  - d) **Requests for towing which, at the time of loading, require compliance with any formality (transshipment of loads, partially dismantled vehicles, need for documentation or outstanding payments, withdrawals from authorities, etc.)**
  - e) **Changes of destination address already in the process;**
  - f) **Requests for assistance that require confirmation of prior eligibility (policies not included in the CAS system, pending cancellations, receipts for payment);**
  - g) **Service requests for vehicles which, because of their size and characteristics, can not be loaded by a light-duty trailer;**
  - h) **Situations of possible total loss of the insured vehicle;**
  - i) **Possible damages resulting from the loss or theft of keys and keys locked inside the vehicle, namely replacement costs or arrangement of the lock, keys and other elements of the vehicle.**
5. **Exclusions Regarding the guarantee of the replacement vehicle**
- The Insurer shall not be equally responsible for the payment of charges or benefits related to:**
- a) **Requests for replacement vehicles not arising from a claim expressly guaranteed by this Agreement;**
  - b) **Occurrences and their consequences not proven by the Insurer;**
  - c) **Tire puncture, loss and theft of safe vehicle keys, missing and changing fuel;**
  - d) **Rentals not organized by the Insurer;**
  - e) **Vehicle maintenance services;**
  - f) **Accidents, theft, theft or related attempts;**
  - g) **Washing, upholstery replacement and other interventions not related to the immobilizing occurrence of the insured vehicle;**
  - h) **Vehicle repairs are safe from punctures, blisters or tire cracks, as well as rim damage resulting from poor road conditions;**
  - i) **Unavailability of repair shops;**
  - j) **Lack of parts, regardless of the responsible entity, namely workshops, dealers, manufacturers or brand;**
  - k) **Transfers to or from the rental station;**
  - l) **Deductibles, extra insurance, additional coverages and fuel deposits payable to car rental companies;**
  - m) **Damage or damage to the replacement vehicle;**
  - n) **Situations in which the insured vehicle can drive on its own;**
  - o) **Repair, including cost of labor and parts;**
  - p) **Fuel expenses of the replacement car;**
  - q) **Fines, fees, fines, tolls and parking charges when using the replacement car;**
  - r) **Parking of the insured vehicle, when it is awaiting a decision by the Insured Person, related to a repair or any parking prior to the intervention of the Assistance Service;**
  - s) **Damages to the insured vehicle prior to the intervention of the Assistance Service, as well as those suffered after its completion;**
  - t) **Non-acceptance of the safe vehicle repair criteria by the service technicians and experts.**

#### Clause 5 – Reimbursements

Without prejudice to the obligation of the Insurance Company and the Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured Person undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Assistance Service the amounts recovered.

#### Clause 6 – Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.**

**For the purpose of the provisions in these Special Conditions, Habitual Residence shall be deemed to be the domicile of the Insured Person, corresponding to the place where the Insured Person has his/her daily**

**domestic economy installed and organised and where s/he permanently resides, with stability and continuity.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

#### Clause 7 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Assistance Service of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

#### Clause 8 – Territorial scope

##### 1. The guarantees of this Contract are valid:

- a) **Guarantees of Assistance to Persons:** Throughout the world, from the residence of the Insured Person, except where otherwise provided for in the Schedule,
- b) **Guarantees of Assistance to the Insured Vehicle and its Occupants: In Portugal** from the residence of the Insured Person or the registered office of the Policyholder, **in Europe and in the countries of the Mediterranean basin**, unless otherwise provided for in the Schedule. The guarantee of the replacement vehicle is valid only in Portugal; however, in the case of a claim in a foreign country, after the repatriation of the insured vehicle to Portugal, the terms of the cover defined above shall apply.

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

2. **The guarantees of this Contract shall not apply in countries where, for reasons of force majeure, not ascribable to the Insurance Company, it becomes impossible to provide the services arising therefrom.**

**MULTI-ASSISTANCE SCHEDULE**

GUARANTEES OF ASSISTANCE TO PERSONS	LIMITS		
	MULTI-ASSISTANCE BASE	MULTI-ASSISTANCE VIP	MULTI-ASSISTANCE VIP PLUS
<b>Medical transport or repatriation of injured and ill</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Accompaniment during medical transport or repatriation</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Accompaniment of the hospitalised Insured Person</b> Maximum compensation limits Per day ..... Maximum compensation .....	<b>40 €</b> <b>400 €</b>	<b>115 €</b> <b>1 150 €</b>	<b>115 €</b> <b>1 150 €</b>
<b>Roundtrip ticket and stay for a family member</b> Maximum compensation/benefit limits Transport ..... Stay Per day ..... Maximum compensation .....	Unlimited  <b>40 €</b> <b>400 €</b>	Unlimited  <b>115 €</b> <b>1 150 €</b>	Unlimited  <b>115 €</b> <b>1 150 €</b>
<b>Extension of the stay at the hotel</b> Maximum compensation/benefit limits Per day and per person ..... Maximum compensation .....	<b>40 €</b> <b>400 €</b>	<b>115 €</b> <b>1 150 €</b>	<b>115 €</b> <b>1 150 €</b>
<b>Transport or repatriation of the Insured Person</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Medical, surgical, pharmaceutical and hospitalisation costs abroad</b> Maximum compensation limit per person and per trip .....	<b>3 000 €</b>	<b>10 000 €</b>	<b>10 000 €</b>
<b>Transport or repatriation of deceased persons and of accompanying Insured Persons</b> Maximum compensation/benefit limits Transport ..... Stay Per day ..... Maximum compensation .....	Unlimited  <b>40 €</b> <b>240 €</b>	Unlimited  <b>115 €</b> <b>675 €</b>	Unlimited  <b>115 €</b> <b>675 €</b>
<b>Early return</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Theft or robbery of luggage abroad</b> (up to 100 kg) Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Advance payment of funds abroad</b> Maximum limit for advance payments .....	<b>1 500 €</b>	<b>1 500 €</b>	<b>1 500 €</b>
<b>Communication of messages</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Information Service</b> Limits of the benefits .....	*****	Unlimited	Unlimited
<b>Urgent trip due to the occurrence of a serious claim in the Insured's residence</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Supervision of children abroad</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Payment of communication costs</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited



**MULTI-ASSISTANCE SCHEDULE (continuation)**

<b>GUARANTEES OF ASSISTANCE TO THE INSURED VEHICLE AND ITS OCCUPANTS (1)</b>	<b>LIMITS (up to three interventions per annuity, except where otherwise expressly indicated)</b>		
	<b>MULTI-ASSISTANCE BASE</b>	<b>MULTI-ASSISTANCE VIP</b>	<b>MULTI-ASSISTANCE VIP PLUS</b>
<b>On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident</b> Maximum compensation limit ..... Delay of tow truck longer than 60 minutes ..... Delay of tow truck longer than 120 minutes .....	<b>200 €</b> <b>60 €</b> <b>120 €</b>	<b>500 €</b> <b>60 €</b> <b>120 €</b>	<b>500 €</b> <b>60 €</b> <b>120 €</b>
<b>Transport or repatriation and collection of the vehicle</b> Maximum compensation/benefit limits Transport ..... Collection .....	Unlimited <b>125 €</b>	Unlimited <b>450 €</b>	Unlimited <b>450 €</b>
<b>Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery</b> Maximum compensation/benefit limits Transport ..... Vehicle rental Maximum compensation ..... Maximum period .....	Unlimited  Unlimited 48 hours	Unlimited  Unlimited 72 hours	Unlimited  Unlimited 72 hours
<b>Costs of stay at a hotel while the vehicle is under repair</b> Maximum compensation limits Per day ..... Per Insured Person .....	<b>40 €</b> <b>120 €</b>	<b>115 €</b> <b>325 €</b>	<b>115 €</b> <b>325 €</b>
<b>Costs with transport to retrieve the insured vehicle</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Sending of a professional driver</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Sending of replacement parts</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited
<b>Loss or robbery of keys and keys locked inside the vehicle</b> Limits of the benefits .....	<b>200 €</b>	<b>500 €</b>	<b>500 €</b>
<b>Lack of fuel or misfuelling</b> Compensation limit.....	<b>200 €</b>	<b>500 €</b>	<b>500 €</b>
<b>Replacement of wheels in case of punctured tires</b> Compensation limit.....	<b>200 €</b>	<b>500 €</b>	<b>500 €</b>
<b>Replacement vehicle due to breakdown</b> Maximum limit of interventions per annuity ..... Maximum number of days per year .....	3 occurrences 5 days	3 occurrences 5 days	3 occurrences 5 days
<b>Replacement vehicle in case of "Acts of vandalism", "Catastrophic risks of nature" or "Fire, lightning strike or explosion"</b> Maximum limit of interventions per annuity ..... Maximum number of days per year .....	2 occurrences 30 days	2 occurrences 30 days of which 5 days max between the date of immobilisation and the start of repair	2 occurrences 30 days of which 5 days max between the date of immobilisation and the start of repair
<b>Replacement vehicle due to theft or robbery</b> Maximum limit of interventions per annuity ..... Maximum number of days per year .....	*****	*****	2 occurrences 30 days of which 5 days max between the date of immobilisation and the start of repair

**MULTI-ASSISTANCE SCHEDULE (continuation)**

<b>GUARANTEES OF ASSISTANCE TO THE INSURED VEHICLE AND ITS OCCUPANTS (1)</b>	<b>LIMITS (up to three interventions per annuity, except where otherwise expressly indicated)</b>		
	<b>MULTI-ASSISTANCE BASE</b>	<b>MULTI-ASSISTANCE VIP</b>	<b>MULTI-ASSISTANCE VIP PLUS</b>
<b>Replacement vehicle due to accident</b> Maximum limit of interventions per annuity ..... Limit of the benefits (per vehicle) .....	*****	*****	2 occurrences 30 days of which 5 days max between the date of immobilisation and the start of repair
<b>Replacement vehicle in case of total loss</b> Maximum number of days per year .....	*****	15 days	15 days
<b>Return of luggage (up to 100 kg)</b> Maximum number of days per year .....	Unlimited	Unlimited	Unlimited
<b>Take me home</b> Maximum limit of interventions per annuity .....	3 occurrences 50 km	3 occurrences 50 km	3 occurrences 50 km
<b>Transport costs of animals transported in the insured vehicle</b> Limit of the benefits.....	Unlimited	Unlimited	Unlimited
<b>Provision of coordinated transport service</b> - Compensation limit per day of delay .....	50€/day	50€/day	50€/day

(1) In case of breakdown of the insured vehicle, subject to a grace period of 15 days where the vehicle does not have a valid insurance for a period equal to or longer than 30 days.

## LEGAL PROTECTION

### Clause 1 – Definitions

**INSURED PERSONS:** Under this cover, are susceptible of being Insured Persons:

- a) The Policyholder, his/her spouse or person with whom s/he lives under common law marriage, ascendants and descendants up to the 1<sup>st</sup> degree, step children and adopted, living with him/her or at his/her care,
- b) The driver of the insured vehicle, under authorisation of the owner of the vehicle,
- c) The occupants of the insured vehicle, in case of a claim involving the vehicle, under authorisation of the owner thereof.

Passengers transported in auto stop are not covered by the assistance guarantees.

**INSURED VEHICLE:** The light motor vehicle under the terms of the legal classification in force, indicated in the Schedule of the Policy, that together with trailer and baggage, does not exceed the gross weight of 4,250 Kg.

Are excluded vehicles for transportation of animals, breakdown vehicles, ambulances, taxis, Letter A vehicles (Square) or Letter T vehicles (Tourism), motorcycles and mopeds, rental vehicles, instruction vehicles, hearses and motor-homes.

**ROAD ACCIDENT:** Any unforeseen and anomalous event, that can cause damages, arising from traffic on public roads or public access roads of vehicles, people or animals.

**DAMAGE:** Offence affecting the health and/or property of the Insured Persons and/or Third Parties.

**LITIGATION:** Conflict between the Insured Persons and Third Parties, covered by this policy, susceptible of negotiated, judicial, arbitral or administrative settlement.

**THIRD PARTY:** Natural or legal person, different from the Insurance Company, Policyholder or Insured Persons, who is directly or indirectly, as the case may be, involved in a claim covered by this policy.

### Clause 2 – Object of the insurance

1. Under this Agreement, the Insurance Company guarantees the provision to the Insured Person of the Legal Protection services defined in this policy, as well as the payment of the following expenses that may be incurred by the Insured Person due to the direct or indirect involvement in judicial, arbitral or administrative proceedings, with the limits, terms and conditions established in the Special Conditions and Schedule of this policy:
  - a) Lawyers or Solicitors' fees validly registered with their professional associations,
  - b) Costs, judicial fees, and other expenses arising from the intervention in judicial, arbitral or administrative proceedings,
  - c) Fees and expenses incurred by experts appointed by the Courts.
2. Advance payments are also guaranteed, as loans, to cover bails in order to ensure the provisional release of the Insured Person, his/her appearance at hearings or compliance with other procedural obligations, provided that the substitution of this pecuniary measure with another procedurally admissible measure is previously requested and proven to have not been accepted.
3. The triggering of the cover provided for in the previous paragraph depends on the provision by the Insured Person of adequate guarantees to the Insurance Company, and any amount advanced by the Insurance

Company shall be reimbursed within a maximum of three (3) months from the date of the advance payment or as soon as the Court returns it, whichever happens first.

4. Any payment to be made by the Insurance Company under this policy depends always on the physical delivery of the original of the respective documentary evidence.

### Clause 3 – Guarantees

1. The Insurance Company undertakes to provide the Insured Persons with the Legal Protection Service and to defray the expenses of their defence and representation in the following cases, under the terms and limits specified in the other conditions of this policy:
  - a) Criminal defence if the Insured Person is criminally indicted for suspicion of involuntary manslaughter or involuntary bodily injury resulting from violation of traffic laws and regulations as a consequence of the ownership, safekeeping or use of the insured vehicle and following a road accident occurred during the period of validity of the policy,
  - b) Civil claims for pecuniary compensation for personal injuries and/or material damage sustained by the Insured Person, as long as they arise from a road accident within the scope of Motor Civil Liability, in which the insured vehicle is involved, and are the responsibility of a person other than the Policyholder and/or the Insured Person within the scope of this policy,
  - c) Provision of assistance to the Insured Person in case of defective repairs of the insured vehicle occurred as a result of a road accident with the vehicle, whenever the repair has been performed in Portugal,
  - d) Claims concerning the rights of the Insured Persons in the event of defects or deficiencies of the insured vehicle acquired as new in Portugal towards the seller thereof, in case of breach by the latter of its legal or contractual obligations,
  - e) Advance payment, as a loan, to cover bails intended to ensure the provisional release of the Insured Person, his/her appearance at hearings or compliance with other procedural obligations.
2. All amounts provided for under paragraph 1(e) of this Clause shall be reimbursed to the Legal Protection Service within a maximum of three (3) months or as soon as they are returned by the Court, whichever occurs first.
3. In addition to other exclusions provided for in this policy, the Insurance Company shall not defray the expenses of a lawsuit or of an appeal against a judicial decision if:
  - a) It considers that there are not sufficient probabilities of success,
  - b) From information obtained, it becomes aware that the Third Party considered responsible is insolvent,
  - c) The amount of damages does not exceed the minimum amount required to bring a lawsuit,
  - d) It considers the offer made by the Third Party or its Insurance Company fair and sufficient.
4. In the cases provided for in subparagraphs a) and d) of the preceding paragraph, the Insured Person may still bring or continue the lawsuit at his/her own expense and, if s/he wins, shall be reimbursed by the Legal Protection Service for the expenses legitimately incurred within the limits provided for in this policy, after the sentence is made final and absolute.

#### Clause 4 – Procedures in the event of a claim

1. In order to trigger the guarantees, the Insured Person must first report the claim to his/her Motor Civil Liability Insurance Company and request the intervention of the Legal Protection Service within a maximum period of six (6) months from the date of the accident or thirty (30) days in the case mentioned in paragraph 8 of this Clause, except in cases of demonstrated force majeure.
2. The Insured Person has the right to freely choose the Lawyer or Solicitor, with valid registration with their Professional Associations, to freely represent him/her and defend his/her interests within the scope of the guarantees provided for in this policy, who shall enjoy total freedom in the technical conduction of the matters entrusted to them.
3. The Insured Person has the right to include in his/her representation or defence other advisers or experts, at his/her own expense, whenever such inclusion is accepted by the Insurance Company.
4. Without prejudice to the foregoing clauses, it is the responsibility of the Insurance Company to direct all actions, negotiations and procedures prior to accepting the intervention of the Lawyers or Solicitors chosen by the Policyholder or Insured Persons, as well as to assess the feasibility and compliance of the claim filed with the covers of this insurance policy.
5. In the case of a criminal defence, the Insured Person must trigger the coverage within five (5) days immediately after receipt of any communication from the competent authorities that causes him/her to intervene, in the capacity of Defendant, in any criminal proceedings.
6. In the event of a civil claim for pecuniary compensation for damages, the Insured Person must prove that s/he has previously submitted a claim to the responsible Third Party, his/her Insurance Company or similar entity, and obtained a negative response to that claim, except if between the date of formalisation of the claim and the date of triggering of this cover more than forty-five (45) days have elapsed and the entity complained of has not formalised its position on the claim filed.
7. In the event of a claim for rights arising from defective repair of the vehicle, the Insured Person must prove that s/he has previously contacted the entity responsible for the repair and obtained a negative response to that claim, except if between the date of formalisation of the claim and the date of triggering of this cover more than thirty (30) days have elapsed without the entity complained of having formalised its position on the claim filed, as well as of the origin and extent of the defects of repair upon presentation of a technical report made and subscribed by a company or technician representing the brand of the insured vehicle.
8. In case of a claim for rights of the Insured Person vis-a-vis the seller of the insured vehicle as new, the Insured Person must prove that s/he has previously contacted the seller of the vehicle and obtained a negative response to that claim, except if between the date of formalisation of the claim and the date of triggering of this cover more than twenty (20) days have elapsed and the entity complained of has not formalised its position on the claim filed, as well as of the origin and extent of the defects or deficiencies upon the sending of an expert report prepared by a company or technician accredited for the purpose.
9. In the case of advance payments to cover bails, the Insured Person must provide documentary proof that s/he has previously requested the replacement of this type of pecuniary guarantee with another procedurally admissible measure, and has been refused, and must provide the adequate and sufficient guarantees that are necessary in function of the amount in question.
10. Once the management of the claim is accepted, the Insurance Company shall exclusively carry out the

actions it deems necessary and appropriate to the extrajudicial composition of the litigation, in order to obtain, with the Insured Person's agreement, a solution that safeguards the claims legitimately sustained by the latter, and shall promote the resort to judicial channels, under the terms of this policy, when it considers that the extrajudicial settlement of the claim is not possible.

11. In any case, the Insured Person is obligated to communicate to the Insurance Company the content of all judicial or arbitral decisions issued, within a maximum period of five (5) days counted from becoming aware of them and always at least five (5) days prior to the date where the right to appeal expires, where appropriate, as well as the content of all the transaction offers addressed to it prior to the filing, or in the course, of the respective judicial or arbitration proceedings, the Insurance Company being entitled to oppose the bringing or continuation of the proceedings where it considers that they are not viable or that the submitted offer is fair and appropriate.

#### Clause 5 – Exclusions

**In addition to the exclusions described in the General Conditions and those arising from these Special Conditions, are also excluded any charges or benefits related to:**

- a) **Services not explicitly provided for in the guarantees described above,**
- b) **Claims arising from driving under the influence of alcohol and/or psychotropic substances,**
- c) **Claims involving disputes between the Policyholder, the Insured Persons and/or the Insurance Company, among themselves, without prejudice to the provisions in these General Conditions regarding Resolution of Conflicts between the Parties,**
- d) **Claims involving litigation between the Insured Persons and/or between them and their relatives, including ascendants and descendants, up to the 1<sup>st</sup> degree, adopted, step children, in-laws and collaterals up to the 3<sup>rd</sup> degree, as well as persons who live with them and/or are at their care,**
- e) **Amounts relating to taxes, fees, fines, sanctions and respective interests, due by the Policyholder, the Insured Persons and/or their legal representatives by virtue of the proceedings or procedures covered by this policy,**
- f) **Travel and accommodation costs of the Policyholder, the Insured Persons and their legal representatives within the scope of proceedings or procedures that occur outside their respective districts of residence or the professional domicile of the designated legal representatives,**
- g) **All costs and fees related to facts or provisions of services occurred before confirmation by the Insurance Company of the full triggering of the guarantees provided for in this policy,**
- h) **Claims occurred when the insured vehicle is being driven by a person without a legal licence for that purpose or if his/her legal licence is suspended,**
- i) **Claims occurred when the insured vehicle is being used in industrial or agricultural works, in the restricted areas where these activities are carried out,**

- j) **Claims occurred when the insured vehicle is being used for breakdown assistance,**
- k) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle (insured vessel),**
- l) **Claims caused by the fall of buildings, parts of buildings, construction works and other chattel or objects, whatever their nature, coming from properties adjacent to public roads or public access roads,**
- m) **Claims arising from breakdown, theft or robbery of the insured vehicle,**
- n) **Claims arising from rescue operations,**
- o) **Claims occurred during or as a consequence of the practice of motor sports and the practice of competitions in general, whether in the competition itself, or in trainings, bets or challenges connected therewith,**
- p) **Claims occurred in the course of a trip with the insured vehicle outside Portugal for a period equal to or longer than sixty (60) days,**
- q) **Unavailability for performing repairs,**
- r) **Administrative offence proceedings.**

#### Clause 6 – Territorial scope

The guarantees provided are valid in European countries and in the following countries of the Mediterranean basin: Morocco, Tunisia, Israel and Turkey, except if, due to internal conflicts, situations of war or other reasons of force

majeure not ascribable to the Insurance Company/Legal Protection Service, it becomes impossible to ensure a safe and effective service provision in said countries.

#### Clause 7 – Duration

Notwithstanding the provisions in the General Conditions, the guarantees provided for in this cover shall automatically expire as soon as:

- a) The Insured Person ceases to have habitual or fiscal residence in Portugal,
- b) The Insured Person starts working abroad on a regular basis.

For the purpose of subparagraph a) of this Clause, Habitual Residence is deemed to be the domicile of the Insured Person that corresponds to the place where s/he has installed and organised his/her daily domestic economy and where s/he resides on a permanent basis, with stability and continuity.

For the purpose of subparagraph b) of this Clause, it is considered that the Insured Person starts working abroad on a regular basis when s/he comes to reside outside Portugal for more than three consecutive weeks per month, even if s/he returns to Portugal on weekends or holidays, provided that this occurs for six (6) consecutive months.

#### Clause 8 – Multiple insurances

Upon reporting any claim, the Insured Persons are obligated to notify the Insurance Company/Legal Protection Service of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Persons have the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

### LEGAL PROTECTION SCHEDULE

GUARANTEES	LIMITS		
	MULTI-ASSISTANCE BASE	MULTI-ASSISTANCE VIP	MULTI-ASSISTANCE VIP PLUS
<b>Defence of the Insured Person within the scope of Criminal Proceedings and Civil Claim for Damages arising from Road Accident</b> Maximum limit per claim .....	10 000 €	15 000 €	20 000 €
<b>Claim for Defective Repairs in Portugal</b> Maximum limit per annuity ..... Maximum limit per claim ..... Maximum limit of Lawyer's Fees ..... Minimum amount to bring the lawsuit .....	1 500 € 750 € 600 € 500 €	1 500 € 750 € 600 € 500 €	1 500 € 750 € 600 € 500 €
<b>Claim for rights regarding a vehicle acquired as new</b> Maximum limit per annuity ..... Maximum limit per claim ..... Maximum limit of Lawyer's Fees ..... Minimum amount to bring the lawsuit .....	1 500 € 750 € 600 € 500 €	1 500 € 750 € 600 € 500 €	1 500 € 750 € 600 € 500 €
<b>Advance payments to cover Bails</b> Maximum amount of the advance payment per claim  Costs of the Proceedings ..... Provisional Release .....	  750 € 3 000 €	  750 € 3 000 €	  750 € 3 000 €

## TRAVEL ASSISTANCE - NORMAL

### Clause 1 – Definitions

#### INSURED PERSONS:

In case of **Light Vehicles** and **Motorcycles**:

- The Policyholder, his/her spouse or partner, ascendants and descendants up to the 2<sup>nd</sup> degree, if they live with him/her or at his/her care.

The Assistance guarantees to the aforementioned persons are always provided even if they travel separately and in whatever means of transport.

- The driver of the vehicle who is not the Insured Person.
- The passengers in the vehicle in case of a claim occurred involving the vehicle.

In case of **Heavy Vehicles**:

- The drivers of the insured vehicle, 2 drivers maximum, and any guides appointed for the trip.

In case of **Letter A Vehicles (Square)** or **Letter T Vehicles (Tourism)**:

- The habitual driver identified in the Schedule of the Policy.

Passengers transported in auto stop are not covered by the guarantees of this insurance.

**INSURED VEHICLE:** The motor vehicle indicated in the Schedule, which may be:

**Light vehicle:** The light motor vehicle under the terms of the legal classification in force, indicated in the Schedule of the Policy, that together with trailer and baggage, does not exceed the gross weight of 4,250 Kg.

**Heavy vehicle:** The heavy vehicle (or set of vehicles) as defined in the Road Traffic Code, with Portuguese licence plate.

**Motorcycle:** The two or three-wheeled vehicle, with or without a sidecar, with a propulsion engine with a cylinder capacity over 50 cm<sup>3</sup>, or the four-wheeled vehicle with an engine developing not more than 15KW and whose unladen mass does not exceed 400 Kg or 550 Kg, whether it is intended for the transportation of passengers or goods, respectively.

**Taxi:** The motor vehicle used for public transport, equipped with a time and distance measuring device (taximeter) and with its own identifying marks.

**Rental vehicles with driver:** The Letter A vehicle (Square) or the Letter T vehicle (Tourism).

Breakdown vehicles, mopeds, rental vehicles without a driver and rental motor-homes are excluded.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

### Clause 2 – Applicability of the covers to the insured vehicles

1. **Where the insured vehicle is a Taxi, only the cover "On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident", provided for in paragraph 1.1 of Clause 4 of this Special Condition is guaranteed.**
2. **Where the insured vehicle is a heavy vehicle, the covers "Auto na Hora" (Auto on the Spot), "Transport or repatriation and collection of the vehicle", "Loss or robbery of keys and keys locked inside the vehicle", "Lack of fuel or misfuelling", "Replacement of wheels in case of punctured tires", provided for in paragraphs 1.2, 2, 8, 9 and 10 of Clause 4 of this Special Condition shall not be applicable.**
3. **Where the vehicle is a Letter A Vehicle (Square) or a Letter T Vehicle (Tourism), the covers "Auto na Hora" (Auto on the Spot), "Loss or robbery of keys and keys locked inside the vehicle", "Lack of fuel or misfuelling", "Replacement of wheels in case of punctured tires", provided for in paragraphs 1.2, 8, 9 and 10 of Clause 4 of this Special Condition shall not be applicable.**
4. **Where the insured vehicle is a motorcycle, the covers "Loss or robbery of keys and keys locked inside the vehicle", "Lack of fuel or misfuelling", "Replacement of wheels in case of punctured tires", provided for in paragraphs 1.2, 8, 9 and 10 of Clause 4 of this Special Condition shall not be applicable.**

### Clause 3 – Guarantees of assistance to persons

In all guarantees involving medical benefits or healthcare, the medical team of the Assistance Service shall always play a role of coordination and final decision regarding procedures to be adopted following a claim, namely in the assessment of the need for transport and follow-up of the Insured Persons and in the selection of the means of transport.

#### 1. Medical transport or repatriation of injured and ill

If the Insured Person sustains injuries or suddenly falls ill during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured or ill Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport. If the transfer occurs to a Hospital Centre away from the residence, the Insurance Company shall also ensure in good time the transfer to the residence.

The means of transport used in Portugal, Europe and countries of the Mediterranean coast, if the urgency and seriousness so require, shall be the special medical plane.

In the remaining cases, said transport shall be performed by commercial airplane or any other means adequate to the circumstances.

Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

## **2. Accompaniment during medical transport or repatriation**

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

## **3. Accompaniment of the hospitalised Insured Person**

If an Insured Person must be hospitalised and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

## **4. Roundtrip ticket and stay for a family member**

If the Insured Person remains in the hospital for more than ten (10) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

## **5. Extension of the stay at the hotel**

If - after the occurrence of a sudden illness or accident, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

## **6. Transport or repatriation of the Insured Person**

In case of repatriation or transport of one or more Insured Persons due to sudden illness or accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining ones to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

## **7. Medical, surgical, pharmaceutical and hospitalisation costs abroad**

If - as a consequence of an accident or sudden illness occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical,

pharmaceutical or hospital assistance, the Insurance Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,
- c) Hospitalisation costs.

## **8. Transport or repatriation of deceased persons and of accompanying Insured Persons**

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

## **9. Early return**

If - during a trip - the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree, or siblings, adopted or in-laws die in Portugal, and the means used for his/her trip or the ticket purchased do not allow him/her to return earlier, the Insurance Company bears the costs incurred with a 1<sup>st</sup> class train ticket or an economy class plane ticket from the place of stay to his/her residence or up to the place of interment in Portugal.

This guarantee is also triggered if the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree are victims of accidents or unforeseeable illnesses in Portugal whose seriousness, to be confirmed by the Insurance Company's physician, after contacting the treating physician, demands his/her urgent and imperative presence.

If, as a consequence of early return, the Insured Person must absolutely go back to the place of stay in order to bring the vehicle or the other Insured Persons by the means initially arranged, the Insurance Company provides a train or plane ticket for that purpose, according to the previous paragraphs, and shall bear the costs thereof.

## **10. Theft or robbery of luggage**

In case of theft or robbery of luggage and/or personal items, the Insurance Company shall, if requested, assist the Insured Person in reporting said occurrence to the authorities. Both in the case of theft or robbery and of loss of said goods, if found, the Insurance Company shall send them to the place where the Insured Person is or to his/her residence, provided they are duly packed and transportable up to the maximum limit of 100 kg.

#### 11. Advance payment of funds abroad

In case of theft, robbery or loss of luggage and/or personal items, not recovered within 24 hours, the Insurance Company shall advance the amounts necessary in order to replace the unrecovered items up to the limit indicated in the Schedule of the Policy.

The same guarantee is provided if in case of breakdown or accident of the insured vehicle, funds are necessary to repair it.

The advanced amounts must be reimbursed to the Insurance Company within sixty (60) days.

#### 12. Communication of messages

The Insurance Company shall provide for the communication of urgent messages that may be requested by the Insured Person as a result of the occurrence of a claim covered by these guarantees.

#### 13. Urgent trip due to the occurrence of a serious claim in the residence

If, during a trip of the Insured Person with habitual residence expressly indicated in the policy, a claim occurs in his/her habitual residence by virtue of one of the below-mentioned events, rendering it uninhabitable or exposed to greater damage due to the seriousness thereof, the Assistance Service guarantees, up to the limits provided for in the Schedule, the transport of the Insured Person from the place where s/he is to his/her habitual residence, provided that s/he cannot do it through the means initially arranged for the trip, namely due to the immobilisation of the insured vehicle due to a breakdown or accident or if s/he cannot change the date of return of the travel ticket.

If the Insured Person must return to the place where s/he was, in order to retrieve the insured vehicle or to resume his/her stay, the Assistance Service shall also bear the costs with a one-way ticket.

The claims that trigger this guarantee are the following:

- Robbery, in case of break-in;
- Fire or explosion.

Other than that, the guarantee can be triggered only if the use of the original travel means is possible but they do not allow the Insured Person to arrive to the place of the claim within the 24 hours following the reporting of the claim to the Insurance Company.

#### 14. Supervision of children abroad

If the Insured Person to whom is entrusted the guardianship of a minor under 15 (fifteen) years old dies or is hospitalised, following an accident or an illness, the Assistance Service shall guarantee the costs of a roundtrip travel ticket for a family member in Portugal that may take care of said minor during the return to his/her habitual residence in Portugal, and shall also bear for costs with the return if it cannot occur through the means originally arranged for the trip.

#### 15. Payment of communication costs

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

**grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

#### 1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident

- 1.1. In case of accident or breakdown of the insured vehicle, including low battery, preventing it from being driven, the Insurance Company shall organise breakdown assistance.

If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to the workshop chosen by the Insured Person, always according to the limits indicated in the Schedule.

If it was impossible for the Insured Person to contact the Assistance Service following injuries arising from an accident involving the vehicle, the Assistance Service shall reimburse the towing costs up to the limit established in the Schedule.

The Insurance Company shall also provide, exclusively for light vehicles, for towage or breakdown assistance in case of theft or robbery that cause immobilisation of the vehicle.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their initiative from the place where it was found up to a park under their surveillance, the Insurance Company shall reimburse the Insured Person for the towing costs up to the limit indicated in the Schedule and, if deducted from said limit, costs with other towing services or breakdown assistance where appropriate.

- 1.2. *Auto na Hora* (Auto on the Spot): Exclusively following the request for towage of a light passenger and motorcycle insured vehicle and if the time elapsed from the performance of the assistance request to the arrival of the towing service to the place of the claim is longer than 60 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 60 and, if longer than 120 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 120.

In order to enjoy the guarantee provided for in 1.2, the Insured Person must claim said amount to the Insurance Company immediately after the arrival of the assistance service at the place of the claim.

Notwithstanding the exclusions provided for in the General and Special Conditions, the guarantee provided for in 1.2 is not applicable in the following cases:

- Chain-reaction crashes,
- Storms,
- Requests for compensation after the towing service,
- In cases where the location of the vehicle is not correct or complete, or after the assistance request the Insured is unreachable,
- Services provided abroad.

#### 2. Transport or repatriation and collection of the vehicle (exclusively for light vehicles and motorcycles)

If the insured vehicle, as a consequence of:

- i. theft or robbery, breakdown or accident, that requires a repair not possible on the same day, in Portugal or involving more than 3 (three) days of

#### Clause 4 – Guarantees of assistance to the insured vehicle and its occupants

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a**



immobilization or more than 8 (eight) hours of offshore labor;

- ii. theft or robbery, is immobilised and is recovered only after the Insured Person returns, before six (6) months have elapsed since the date of the theft or robbery.

The Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation,
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

If the Insured Person is entitled to the guarantee of repatriation of the vehicle and alternatively chooses to have it repaired at the place of the occurrence, provided it is outside Portugal, the Insurance Company shall contribute to the repair up to EUR 100.

The period of effective immobilisation is considered to be the period between the effective date of the vehicle stoppage and the date of delivery of the vehicle by the repairing workshop.

### 3. **Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

When the vehicle, as a result of a failure or accident:

- Not repairable on the day for light vehicles and motorcycles;
- Require repair requiring more than 2 (two) days of restraint for instruction vehicles;
- Need repair that requires more than three (3) days of immobilization in Portugal or five (5) days abroad for heavy vehicles;

and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one.

With the exception of heavy vehicles, alternatively, and in case of two or more Insured Persons, the Insurance Company shall provide for, if available at the place, a rental vehicle (without a driver) for them to return to their residences or to go to the travel destination, provided that the latter route is not longer than the first one.

In the case of a heavy passenger vehicle if it is immobilised as a result of a breakdown or accident and cannot be repaired at the place of the occurrence thereof, the Insurance Company shall ensure the transportation of the drivers and passengers and their luggage to the railway station or bus stop closest to the place of occurrence.

The Policyholder shall bear the costs incurred with the continuation of the trip of passengers and drivers from the railway station or bus stop until the final destination.

### 4. **Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

### 5. **Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurance Company may provide for a driver to bring the vehicle up to the residence of the Insured Person.

### 6. **Sending of a professional driver**

If the Insured Person has been transported or repatriated as a consequence of a sudden illness, accident or death, or also in case of being unable to drive, and if none of the other occupants may replace the driver, the Insurance Company shall provide for a professional driver who shall drive the vehicle and its occupants to their place of residence in Portugal or, if requested, to their destination, provided that the number of days to get there is not higher than the number of days required to return to the residence of the Insured Person.

The Insurance Company shall be exclusively responsible for costs with the driver, namely, food, transport, accommodation and fees, excluding all others.

### 7. **Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company.

The Insured Person must pay to the Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

### 8. **Loss or robbery of keys and keys locked inside the vehicle (exclusively for light vehicles)**

In case of loss or robbery of keys, or if they are locked inside the vehicle, making it impossible to start the vehicle or to open the door, the Insurance Company provides for the dispatch of breakdown assistance that shall solve the problem of starting the vehicle or opening the door.

Alternatively, the Insurance Company may arrange to send a tow truck, if technically possible, in order to collect the vehicle at its base or at the destination indicated by the Insured Person, up to the established limits.

The Insurance Company shall not be responsible for any damages arising from those actions, such as costs with

the replacement or repair of the lock, keys and other elements of the vehicle.

**9. Lack of fuel or misfuelling (exclusively for light vehicles)**

In case of lack of fuel or misfuelling, the Insurance Company arranges, at its discretion, to supply sufficient fuel for the vehicle to arrive at the nearest fuelling station, and shall not be responsible for fuel costs or towage up to the residence or the workshop chosen by the Insured Person.

This cover is guaranteed up to the limits indicated in the Schedule.

**10. Replacement of wheels in case of punctured tires (exclusively for light vehicles)**

In the event of a punctured or burst tire of the insured vehicle, the Insurance Company provides for its replacement with a spare tire already in the vehicle, bearing the travel and labour costs connected therewith.

If the replacement proves impossible, towage costs shall be guaranteed up to the place chosen by the Insured Person.

This cover is guaranteed up to the limits indicated in the Schedule.

**11. Return of luggage**

In the event of repatriation of the Insured Person, the Insurance Company undertakes to return his/her luggage and personal belongings, up to a maximum of 100 kg per vehicle, provided that they are properly packed and transportable.

**12. Legal defence and claims**

12.1. The Insurance Company undertakes to ensure the defence of the Insured Person before any Court, if s/he is criminally indicted for suspicion of involuntary manslaughter or involuntary bodily injury, intentional damage or violation of traffic laws and regulations as a consequence of the ownership, safekeeping or use of the insured vehicle.

12.2. The Insurance Company also undertakes to:

- a) Claim for pecuniary compensation for personal injuries and material damage sustained by the Insured Person, as long as they arise from a road accident involving the insured vehicle, and if they are the responsibility of a person other than the Policyholder and any of the Insured Persons;
- b) Provide assistance to the Insured Person in case of disputes with garage owners or auto repairers, only abroad.

12.3. It is the responsibility of the Insurance Company to direct all actions, negotiations and procedures, to choose its experts, physicians, advisors, lawyers, etc..

However, the Insured Person may include experts of advisors of his/her choice, at his/her expense.

12.4. The Insurance Company shall not bring the lawsuit or shall not appeal against a court decision:

- a) If it considers that there are not sufficient probabilities of success;
- b) If, from information obtained, it becomes aware that the Third Party considered responsible is insolvent;
- c) Where the amount of damages does not exceed the amount indicated in the Schedule;
- d) If it considers the offer made by the third party fair and sufficient;

e) In case of disputes with garage owners and auto repairers in Portugal;

f) In case of violations of traffic laws and regulations in Portugal.

12.5. In any case, however, the Insured Person may still bring or continue the lawsuit at his/her own expense and, if s/he wins, shall be reimbursed by the Insurance Company for the expenses legitimately incurred.

**13. Advance payments to cover bails**

**13.1. Costs of the Proceedings**

The Insurance Company shall provide, as advance payments, the bails that are demanded from the Insured Person, in order to guarantee the costs with criminal proceedings that are brought against him/her as a consequence of a road accident involving the insured vehicle, up to the limit indicated in the Schedule.

**13.2. Provisional Release**

The Insurance Company shall also provide, as advance payments and up to the established limit, the bail demanded in order to guarantee his/her provisional release or appearance before the Court, arising from criminal proceedings within the scope of a road accident involving the insured vehicle.

These advanced amounts, both concerning costs of proceedings and guarantee of provisional release, shall be reimbursed to the Insurance Company within a maximum of three (3) months or as soon as they are returned by the Court, whichever occurs first.

Simultaneously with the provision of the bail by the Insurance Company, the Insured Person must sign a document acknowledging the debt or provide sufficient guarantee in case, due to a situation ascribed only to him/her, the bail ceases to be applicable or is lost.

**14. Take me home**

If the Insured is unable to drive the insured vehicle and no other occupant can safely replace him/her, the Assistance Service shall arrange, upon request, for the sending of a professional driver to drive the insured vehicle and its occupants, taking into account the maximum seating capacity of the vehicle.

The Assistance Service shall bear the costs incurred and fees associated with the sending and hiring of a professional driver who ensures the driving of the insured vehicle and its occupants to the residence of the Insured or another address designated by the Insured, provided that the latter expenses are not higher than the first ones. The transport must not exceed 50 km per service and has a maximum limit of three (3) claims per annuity.

The Assistance Service guarantees, exclusively, the costs incurred with the driver. Fuel expenses, tolls and any others associated to the driving of the vehicle itself are the responsibility of the Insured. The triggering of this guarantee presupposes the consent of the Insured to the driving of the vehicle and that the insured Vehicle complies with all legal and regulatory standards to be able to be driven on public roads.

When requesting for assistance, the Insured must be in the vicinity of the insured vehicle, and the services provided from the insured's home shall not be guaranteed.

This service is valid only in Portugal and is limited to light vehicles.

## 15. Transport costs of animals transported in the insured vehicle

Where the Insured Person has been transported under a guarantee of this insurance, the Assistance Service shall guarantee the return of domestic animals (dogs and/or cats), initially transported in the insured vehicle, to the habitual residence of the Insured Person, in Portugal, or to the place of destination, provided that the latter expenses are not higher than the first ones.

The animals must be duly conditioned, the costs with the purchase of cages and related to sanitary regulations being borne by the Insured Person.

## 16. Provision of coordinated transport service under the travel assistance cover

16.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

16.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

16.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition,**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

16.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

16.5 **This guarantee applies only to light vehicles and motorcycles, as defined in Clause 1 of this Special Condition.**

## Clause 5 – Exclusions

### 1. General Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been**

**provided with its consent, except in cases of force majeure or confirmed material impossibility.**

### 2. Exclusions related to Guarantees of Assistance to Persons

**The Insurance Company shall not be responsible for the payment of benefits arising from:**

- a) **Medical, surgical, pharmaceutical and hospitalisation costs in Portugal,**
- b) **Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith,**
- c) **Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months,**
- d) **Costs incurred with funeral, casket or funeral ceremony,**
- e) **Claims caused by earthquakes, volcanic eruptions, floods or any cataclysms,**
- f) **Costs with prostheses, glasses, contact lenses and similar,**
- g) **Costs related to non-urgent physical therapy.**

### 3. Exclusions related to Guarantees of Assistance to Vehicles and their Occupants

**The Insurance Company shall also not be responsible for the payment of benefits arising from:**

- a) **Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,**
- b) **Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,**
- c) **Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,**
- d) **Legal assistance in case of disputes with workshops and garage owners in Portugal,**
- e) **Legal defence and claims in case of violation of traffic laws and regulations in Portugal,**
- f) **Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,**
- g) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,**
- h) **Repairs, including cost of labour and parts,**
- i) **Costs with fuel of the assisted vehicle,**
- j) **Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,**
- k) **Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter,**
- l) **Loading and transshipment of hazardous materials.**

#### Clause 6 – Reimbursements

Without prejudice to the obligation of the Insurance Company/Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured Person undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Insurance Company/Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Insurance Company the amounts recovered.

#### Clause 7 – Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.**

**For the purpose of the provisions in these Special Conditions, Habitual Residence shall be deemed to be the domicile of the Insured Person, corresponding to the place where the Insured Person has his/her daily domestic economy installed and organised and where s/he permanently resides, with stability and continuity.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

#### Clause 8 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Insurance Company of the existence of other insurances covering the

same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

#### Clause 9 – Territorial scope

1. The guarantees of this Contract are valid:

- a) **Guarantees of Assistance to Persons:** Throughout the world, from the residence of the Insured Person, except where otherwise provided for in the Schedule,
- b) Guarantees of Assistance to the Insured Vehicle and its Occupants:

**Light Vehicles, Instruction Vehicles and Motorcycles: In Portugal** from the residence of the Insured Person or the registered office of the Policyholder, **in Europe and in the countries of the Mediterranean basin**, unless otherwise provided for in the Schedule;

**Heavy Vehicles: In Mainland Portugal more than twenty (20) Km away from the residence of the Insured Person** or the registered office of the Policyholder (except for the **autonomous regions of Azores and Madeira** where they shall be valid **more than ten (10) Km away**), **in Europe and in the countries of the Mediterranean basin**, unless otherwise provided for in the Schedule.

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

2. **The guarantees of this Contract shall not apply in countries where, for reasons of force majeure, not ascribable to the Insurance Company, it becomes impossible to provide the services arising therefrom.**

### TRAVEL ASSISTANCE - VIP

#### Clause 1 – Definitions

##### **INSURED PERSONS:**

In case of Light Vehicles:

- The Policyholder, his/her spouse or partner, ascendants and descendants up to the 2<sup>nd</sup> degree, if they live with him/her or at his/her care.

The Assistance guarantees to the aforementioned persons are always provided even if they travel separately and in whatever means of transport.

- The driver of the vehicle who is not the Insured Person.
- The passengers in the vehicle in case of a claim occurred involving the vehicle.

In case of Heavy Vehicles:

- The drivers of the insured vehicle, 2 drivers maximum, and any guides appointed for the trip.

Passengers transported in auto stop are not covered by the guarantees of this insurance.

##### **INSURED VEHICLE:**

The motor vehicle indicated in the Schedule, which may be:

**Light vehicle:** The light motor vehicle, including trailer, cargo and baggage. Vehicle and trailer combinations shall be

guaranteed only if their total gross weight does not exceed 3,500 Kg.

The light motor vehicle under the terms of the legal classification in force, indicated in the Schedule of the Policy, that together with trailer and baggage, does not exceed the gross weight of 4,250 Kg.

**Heavy vehicle:** The heavy vehicle (or set of vehicles) as defined in the Road Traffic Code, with Portuguese licence plate.

Are excluded vehicles for transportation of animals, breakdown vehicles, motor homes, ambulances, taxis, rental vehicles without a driver, hearses and mopeds.

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

**ACTS OF VANDALISM:** Are considered as such:

- a) Acts caused by third parties with the exclusive intent of damaging the insured vehicle,
- b) Acts performed by persons involved in strikes and labour disturbances, as well as in riots or public disturbances, if stemming directly from said labour protests,
- c) Acts performed by any legally constituted authority by virtue of measures taken against the occurrences mentioned in a) and b), in order to safeguard or protect persons and goods.

**CATASTROPHIC RISKS OF NATURE:** Are considered as such:

- a) Fall of trees, roof tiles, chimneys, walls or urban constructions caused by severe winds, cyclones, storms and waterspouts,
- b) Direct action of typhoons, cyclones, tornados, and volcanic eruptions,
- c) Direct action of waterspouts, torrential rains, floods or landslides,
- d) Direction action of earthquakes and seaquakes,
- e) Direct action of collapse of bridges, tunnels or other engineering works and accidental fall of aircraft.

**FIRE, LIGHTNING STRIKE OR EXPLOSION:** Damages to the insured vehicle caused by any of these events, whether the vehicle is moving or stationary, parked in a garage or in any other place.

**EFFECTIVE IMMOBILISATION:** The period between the effective date of stoppage of the vehicle and the date of delivery thereof by the workshop that repaired it.

**EFFECTIVE REPAIR:** The intervention of the workshop on the insured vehicle including labour hours and excluding the unavailability for repair and lack of parts.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

## Clause 2 – Guarantees of assistance to persons

In all guarantees involving medical benefits or healthcare, the medical team of the Assistance Service shall always play a role of coordination and final decision regarding procedures to be adopted following a claim, namely in the assessment of the need for transport and follow-up of the Insured Persons and in the selection of the means of transport.

### 1. Medical transport or repatriation of injured and ill

If the Insured Person sustains injuries or suddenly falls ill during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured or ill Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport. If the transfer occurs to a Hospital Centre away from

the residence, the Insurance Company shall also ensure in good time the transfer to the residence.

The means of transport used in Portugal, Europe and countries of the Mediterranean coast, if the urgency and seriousness so require, shall be the special medical plane.

In the remaining cases, said transport shall be performed by commercial airplane or any other means adequate to the circumstances.

Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

### 2. Accompaniment during medical transport or repatriation

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

### 3. Accompaniment of the hospitalised Insured Person

If an Insured Person must be hospitalised and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

### 4. Roundtrip ticket and stay for a family member

If the Insured Person remains in the hospital for more than five (5) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

### 5. Extension of the stay at the hotel

If - after the occurrence of a sudden illness or accident, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

### 6. Transport or repatriation of the Insured Person

In case of repatriation or transport of one or more Insured Persons due to sudden illness or accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining ones to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

**7. Medical, surgical, pharmaceutical and hospitalisation costs abroad**

If - as a consequence of an accident or sudden illness occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurance Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,
- c) Hospitalisation costs.

**8. Transport or repatriation of deceased persons and of accompanying Insured Persons**

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

**9. Early return**

If - during a trip - the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree, or siblings, adopted or in-laws die in Portugal, and the means used for his/her trip or the ticket purchased do not allow him/her to return earlier, the Insurance Company bears the costs incurred with a 1<sup>st</sup> class train ticket or an economy class plane ticket from the place of stay to his/her residence or up to the place of interment in Portugal.

This guarantee is also triggered if the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree are victims of accidents or unforeseeable illnesses in Portugal whose seriousness, to be confirmed by the Insurance Company's physician, after contacting the treating physician, demands his/her urgent and imperative presence.

If, as a consequence of early return, the Insured Person must absolutely go back to the place of stay in order to bring the vehicle or the other Insured Persons by the means initially arranged, the Insurance Company provides a train or plane ticket for that purpose, according to the previous paragraphs, and shall bear the costs thereof.

**10. Location and sending of urgent medication abroad**

The Assistance Service shall provide for the sending of indispensable prescription medication, habitually used by the Insured Person, where it is not possible to obtain it

locally or it cannot be replaced by similar drugs or substitutes thereof.

The Insured Person must bear the cost of the medication and all expedition costs.

**11. Theft or robbery of luggage**

In case of theft or robbery of luggage and/or personal items, the Insurance Company shall, if requested, assist the Insured Person in reporting said occurrence to the authorities. Both in the case of theft or robbery and of loss of said goods, if found, the Insurance Company shall send them to the place where the Insured Person is or to his/her residence, provided they are duly packed and transportable up to the maximum limit of 100 kg.

**12. Advance payment of funds abroad**

In case of theft, robbery or loss of luggage and/or personal items, not recovered within 24 hours, the Insurance Company shall advance the amounts necessary in order to replace the unrecovered items up to the limit indicated in the Schedule of the Policy.

The same guarantee is provided if in case of breakdown or accident of the insured vehicle, funds are necessary to repair it. The advanced amounts must be reimbursed to the Insurance Company within sixty (60) days.

**13. Communication of messages**

The Insurance Company shall provide for the communication of urgent messages that may be requested by the Insured Person as a result of the occurrence of a claim covered by these guarantees.

**14. Information service**

Upon request, the Insurance Company shall provide the following personal assistance services to any Insured Person:

- a) Automobile information - Information on the road traffic code, compulsory insurance, workshops, and any other that relate to the use of motor vehicles and the road network in Portugal,
- b) Traffic information - Information on driving conditions on national roads and motorways, and on petrol stations in Portugal,
- c) Information on itineraries - Information on the way to travel to a certain destination and possible alternatives, and on road signs in Portugal,
- d) Information on hotels and guest houses - Information on addresses and telephone numbers in Portugal and main cities abroad,
- e) Information about brand dealers - Information on addresses, telephones and fax numbers of the brand dealer closest to the location of the vehicle of the Insured,
- f) Visas and vaccines necessary for trips abroad,
- g) Clinics, hospitals and physicians particularly equipped or indicated for the treatment of specific illnesses or injuries,
- h) Addresses and contacts of Portuguese embassies and consulates abroad.

**15. Urgent trip due to the occurrence of a serious claim in the residence**

If, during a trip of the Insured Person with habitual residence expressly indicated in the policy, a claim occurs in his/her habitual residence by virtue of one of the below-mentioned events, rendering it uninhabitable or exposed to greater damage due to the seriousness thereof, the Assistance Service guarantees, up to the limits provided for in the Schedule, the transport of the Insured Person from the place where s/he is to his/her habitual residence, provided that s/he cannot do it through the means initially arranged for the trip, namely due to the immobilisation of the insured vehicle due to a

breakdown or accident or if s/he cannot change the date of return of the travel ticket.

If the Insured Person must return to the place where s/he was, in order to retrieve the insured vehicle or to resume his/her stay, the Assistance Service shall also bear the costs with a one-way ticket.

The claims that trigger this guarantee are the following:

- Robbery, in case of break-in,
- Fire or explosion.

Other than that, the guarantee can be triggered only if the use of the original travel means is possible but they do not allow the Insured Person to arrive to the place of the claim within the 24 hours following the reporting of the claim to the Insurance Company.

#### 16. Supervision of children abroad

If the Insured Person to whom is entrusted the guardianship of a minor under 15 (fifteen) years old dies or is hospitalised, following an accident or an illness, the Assistance Service shall guarantee the costs of a roundtrip travel ticket for a family member in Portugal that may take care of said minor during the return to his/her habitual residence in Portugal, and shall also bear for costs with the return if it cannot occur through the means originally arranged for the trip.

#### 17. Payment of communication costs

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

### Clause 3 – Guarantees of assistance to the insured vehicle and its occupants

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

#### 1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident

1.1. In case of accident or breakdown of the insured vehicle, including low battery, preventing it from being driven, the Insurance Company shall organise breakdown assistance.

If the repair cannot be performed on site, it shall provide for:

- a) In case of light vehicles, towage from the place of immobilisation to the workshop chosen by the Insured Person,
- b) In case of heavy vehicles, towage from the place of immobilisation to the workshop chosen by the Insured Person (in Portugal) or up to the closest workshop or dealer (abroad), always under the terms of the limits indicated in the Schedule.

If it was impossible for the Insured Person to contact the Assistance Service following injuries arising from an accident involving the vehicle, the Insurance Company shall reimburse the towing costs up to the limit established in the Schedule.

The Insurance Company shall also provide for exclusive towage or breakdown assistance in case of theft or robbery that cause immobilisation of the vehicle.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their initiative from the place where it was found up to a park under their surveillance, the Assistance Service shall reimburse the Insured Person for the towing costs up to the limit indicated in the Schedule and, if deducted from said limit, costs with other towing services or breakdown assistance where appropriate.

- 1.2. Exclusively following the request for towage of a light passenger insured vehicle and if the time elapsed from the performance of the assistance request to the arrival of the towing service to the place of the claim is longer than 60 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 60 and, if longer than 120 minutes, the Insurance Company shall provide to the Insured Person compensation in the amount of EUR 120.

In order to enjoy the guarantee provided for in 1.2, the Insured Person must claim said amount to the Insurance Company immediately after the arrival of the assistance service at the place of the claim.

Notwithstanding the exclusions provided for in the General and Special Conditions, the guarantee provided for in 1.2 is not applicable in the following cases:

- Chain-reaction crashes,
- Storms,
- Requests for compensation after the towing service,
- In cases where the location of the vehicle is not correct or complete, or after the assistance request the Insured is unreachable,
- Services provided abroad.

#### 2. Transport or repatriation and collection of the vehicle (exclusively for light vehicles and motorcycles)

If the insured vehicle, as a consequence of:

- i. theft or robbery, breakdown or accident, cannot be repaired on the same day,
- ii. theft or robbery, is immobilised and is recovered only after the Insured Person returns, before six (6) months have elapsed since the date of the theft or robbery.

The Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation,
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

If the Insured Person is entitled to the guarantee of repatriation of the vehicle and alternatively chooses to have it repaired at the place of the occurrence, provided it is outside Portugal, the Insurance Company shall contribute to the repair up to EUR 100.

The period of effective immobilisation is considered to be the period between the effective date of the vehicle stoppage and the date of delivery of the vehicle by the repairing workshop.

**3. Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

Where the vehicle, as a consequence of breakdown or accident:

- cannot be repaired on the same day, in case it is a light vehicle or a motorcycle,
- requires repair determining more than two (2) days of immobilisation, in case it is an instruction vehicle,
- requires 8 hours of workshop labour, according to the tariff list of the brand, in case it is a heavy vehicle,
- and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one.

Alternatively, and in case of two or more Insured Persons, the Insurance Company shall provide for, if available at the place, a rental vehicle (without a driver) for them to return to their residences or to go to the travel destination, provided that the latter route is not longer than the first one.

In the case of a heavy passenger vehicle if it is immobilised as a result of a breakdown or accident and cannot be repaired at the place of the occurrence thereof, the Insurance Company shall ensure the transportation of the drivers and passengers and their luggage to the railway station or bus stop closest to the place of occurrence.

The Policyholder shall bear the costs incurred with the continuation of the trip of passengers and drivers from the railway station or bus stop until the final destination.

**4. Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

**5. Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurance Company may provide for a driver to bring the vehicle up to the residence of the Insured Person.

**6. Sending of a professional driver**

If the Insured Person has been transported or repatriated as a consequence of a sudden illness, accident or death, or also in case of being unable to drive, and if none of the other occupants may replace the driver, the Insurance Company shall provide for a professional driver who shall drive the vehicle and its occupants to their place of residence in Portugal or, if requested, to their destination, provided that the

number of days to get there is not higher than the number of days required to return to the residence of the Insured Person.

The Insurance Company shall be exclusively responsible for costs with the driver, namely, food, transport, accommodation and fees, excluding all others.

**7. Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company. The Insured Person must pay to the Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

**8. Loss or robbery of keys and keys locked inside the vehicle (exclusively for light vehicles)**

In case of loss or robbery of keys, or if they are locked inside the vehicle, making it impossible to start the vehicle or to open the door, the Insurance Company provides for the dispatch of breakdown assistance that shall solve the problem of starting the vehicle or opening the door.

Alternatively, the Insurance Company may arrange to send a tow truck, if technically possible, in order to collect the vehicle at its base or at the destination indicated by the Insured Person, up to the established limits.

The Insurance Company shall not be responsible for any damages arising from those actions, such as costs with the replacement or repair of the lock, keys and other elements of the vehicle.

**9. Lack of fuel or misfuelling (exclusively for light vehicles)**

In case of lack of fuel or misfuelling, the Insurance Company arranges, at its discretion, to supply sufficient fuel for the vehicle to arrive at the nearest fuelling station, and shall not be responsible for fuel costs or towage up to the residence or the workshop chosen by the Insured Person.

This cover is guaranteed up to the limits indicated in the Schedule.

**10. Replacement of wheels in case of punctured tires (exclusively for light vehicles)**

In the event of a punctured or burst tire of the insured vehicle, the Insurance Company provides for its replacement with a spare tire already in the vehicle, bearing the travel and labour costs connected therewith. If the replacement proves impossible, towage costs shall be guaranteed up to the place chosen by the Insured Person. This cover is guaranteed up to the limits indicated in the Schedule.

If on-site repair is not possible, the Insurance Company shall guarantee the transportation of the occupants to the repair workshop or to another place chosen by the Insured Person, within a distance of no more than 50 km.

**11. Replacement vehicle (exclusively for light vehicles)**

**11.1. Replacement vehicle due to breakdown**

Following a towing service, and in case the insured vehicle, immobilised due to breakdown, is not



repaired on the same day, the Insurance Company provides to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle and only during the effective repair period.

It is the responsibility of the Insured Person, Policyholder or Insured to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document must be sent to the Assistance Service. If the rental agencies do not have vehicles of categories and cylinder capacities equivalent to those of the insured vehicle, the Assistance Service shall lease an alternative vehicle and shall exchange it as soon as possible.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall only be obligated to provide compensation to the Insured Person regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover. This compensation cannot be triggered if a vehicle is provided which is not equivalent to the insured vehicle.

The Insured Person shall be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

#### **11.2. Replacement vehicle in case of "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism"**

Following the immobilisation of the insured vehicle arising from a situation that falls within the scope of the covers "Fire, lightning strike or explosion", "Catastrophic risks of nature" or "Acts of vandalism" and if the vehicle is not repaired on the same day, the Insurance Company shall provide to the Insured Person a replacement vehicle of a category and cylinder capacity equivalent to those of the insured vehicle.

This vehicle shall be provided during the effective repair period, taking into account:

- a) The repair period defined in the repair quotation or in the expert report,
- b) The maximum limit of days indicated in the Schedule.

In the absence of an expert opinion, it is the responsibility of the Insured Person to obtain a quotation for the repair of the vehicle that expressly mentions the days of effective repair, and this document should be promptly sent to the Assistance Service.

Where there is an expert report, the repair time to be considered will be the one that appears therein.

If the rental agencies are unable to provide a vehicle with the defined category and cylinder capacity, the Insurance Company shall lease a vehicle of a lower category and cylinder capacity, and shall exchange it as soon as possible. Alternatively, the Insured Person may rent a vehicle with said characteristics in another agency for the period during which the Insurance Company is not able to guarantee a vehicle with the defined

category and cylinder capacity, the Insured Person then being reimbursed for the corresponding costs up to the specified limits and upon presentation of the original invoice.

In the event of an objective impossibility of providing a replacement vehicle, the Insurance Company shall provide compensation to the Insured Person regarding the daily cost that it would bear with the rental of the vehicle that it would contractually have to provide.

If the impossibility ceases, the Insurance Company shall provide the vehicle for the number of remaining days to which the Insured Person is entitled under this cover.

The Insured Person shall always be informed of the rental station where s/he must pick up and deliver the vehicle, the transport to said station and from there to another place not being guaranteed.

Assigned replacement vehicles shall include an insurance cover similar to that subscribed for the insured vehicle.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal. However, in the event of a claim occurred in a foreign country following the repatriation of the insured vehicle to Portugal, the terms of the cover defined herein shall apply.

This cover is guaranteed up to the limits set forth in the Schedule and is valid exclusively in Portugal.

#### **12. Return of luggage**

In the event of repatriation of the Insured Person, the Insurance Company undertakes to return his/her luggage and personal belongings, up to a maximum of 100 kg per vehicle, provided that they are properly packed and transportable.

#### **13. Protection and surveillance in Portugal**

In the event of an accident, and provided that the transported goods are properly conditioned, or in the event that the Insured Persons have been injured and evacuated, the vehicle and the goods being abandoned at the mercy of third parties, the Insurance Company shall ensure their surveillance on site by police forces or by security companies, for a maximum period of 48 hours, bearing the costs therewith up to the limits indicated in the Schedule.

#### **14. Legal defence and claims**

14.1. The Insurance Company undertakes to ensure the defence of the Insured Person before any Court, if s/he is criminally indicted for suspicion of involuntary manslaughter or involuntary bodily injury, intentional damage or violation of traffic laws and regulations as a consequence of the ownership, safekeeping or use of the insured vehicle.

14.2. The Insurance Company also undertakes to:

- a) Claim for pecuniary compensation for personal injuries and material damage sustained by the Insured Person, as long as they arise from a road accident involving the insured vehicle, and if they are the responsibility of a person other than the Policyholder and any of the Insured Persons,
- b) Provide assistance to the Insured Person in case of disputes with garage owners or auto repairers, only abroad.

14.3. It is the responsibility of the Insurance Company to direct all actions, negotiations and procedures, to choose its experts, physicians, advisors, lawyers, etc..

However, the Insured Person may include experts of advisors of his/her choice, at his/her expense.

14.4. The Insurance Company shall not bring the lawsuit or shall not appeal against a court decision:

- a) If it considers that there are not sufficient probabilities of success,
- b) If, from information obtained, it becomes aware that the Third Party considered responsible is insolvent,
- c) Where the amount of damages does not exceed the amount indicated in the Schedule,
- d) If it considers the offer made by the third party fair and sufficient,
- e) In case of disputes with garage owners and auto repairers in Portugal,
- f) In case of violations of traffic laws and regulations in Portugal.

14.5. In any case, however, the Insured Person may still bring or continue the lawsuit at his/her own expense and, if s/he wins, shall be reimbursed by the Insurance Company for the expenses legitimately incurred.

## 15. Advance payments to cover bails

### 15.1. Costs of the Proceedings

The Insurance Company shall provide, as advance payments, the bails that are demanded from the Insured Person, in order to guarantee the costs with criminal proceedings that are brought against him/her as a consequence of a road accident involving the insured vehicle, up to the limit indicated in the Schedule.

### 15.2. Provisional Release

The Insurance Company shall also provide, as advance payments and up to the established limit, the bail demanded in order to guarantee his/her provisional release or appearance before the Court, arising from criminal proceedings within the scope of a road accident involving the insured vehicle.

These advanced amounts, both concerning costs of proceedings and guarantee of provisional release, shall be reimbursed to the Insurance Company within a maximum of three (3) months or as soon as they are returned by the Court, whichever occurs first. Simultaneously with the provision of the bail by the Insurance Company, the Insured Person must sign a document acknowledging the debt or provide sufficient guarantee in case, due to a situation ascribed only to him/her, the bail ceases to be applicable or is lost.

## 16. Take me home

If the Insured is unable to drive the insured vehicle and no other occupant can safely replace him/her, the Assistance Service shall arrange, upon request, for the sending of a professional driver to drive the insured vehicle and its occupants, taking into account the maximum seating capacity of the vehicle.

The Assistance Service shall bear the costs incurred and fees associated with the sending and hiring of a professional driver who ensures the driving of the insured vehicle and its occupants to the residence of the Insured or another address designated by the Insured, provided that the latter expenses are not higher than the first ones. The transport must not exceed 50 km per service and has a maximum limit of three (3) claims per annuity.

The Assistance Service guarantees, exclusively, the costs incurred with the driver. Fuel expenses, tolls and any

others associated to the driving of the vehicle itself are the responsibility of the Insured. The triggering of this guarantee presupposes the consent of the Insured to the driving of the vehicle and that the insured Vehicle complies with all legal and regulatory standards to be able to be driven on public roads.

When requesting for assistance, the Insured must be in the vicinity of the insured vehicle, and the services provided from the insured's home shall not be guaranteed.

This service is valid only in Portugal and is limited to light vehicles.

## 17. Transport costs of animals transported in the insured vehicle

Where the Insured Person has been transported under a guarantee of this insurance, the Assistance Service shall guarantee the return of domestic animals (dogs and/or cats), initially transported in the insured vehicle, to the habitual residence of the Insured Person, in Portugal, or to the place of destination, provided that the latter expenses are not higher than the first ones.

The animals must be duly conditioned, the costs with the purchase of cages and related to sanitary regulations being borne by the Insured Person.

## 18. Provision of coordinated transport service under the travel assistance cover

18.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

18.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

18.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition,**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

18.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

18.5 This guarantee applies only to light vehicles and motorcycles, as defined in Clause 1 of this Special Condition.

#### Clause 4 – Applicability of the covers to the insured vehicles

1. Where the insured vehicle is a heavy vehicle, the covers regarding the delay of the tow truck provided for in clause 3(1.2) and the covers "Transport or repatriation and collection of the vehicle", "Loss or robbery of keys and keys locked inside the vehicle", "Lack of fuel or misfuelling", "Replacement of wheels in case of punctured tires" and "Replacement vehicle", provided for in paragraphs 2, 8, 9, 10 and 11 of Clause 3 of this Special Condition shall not be applicable.
2. Where the insured vehicle is a light vehicle, the cover "Protection and surveillance in Portugal", provided for in Clause 3(13) of this Special Condition shall not be applicable.

#### Clause 5 – Exclusions

##### 1. General Exclusions

Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been provided with its consent, except in cases of force majeure or confirmed material impossibility.

##### 2. Exclusions related to Guarantees of Assistance to Persons

The Insurance Company shall not be responsible for the payment of benefits arising from:

- a) Medical, surgical, pharmaceutical and hospitalisation costs in Portugal,
- b) Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith,
- c) Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months,
- d) Costs incurred with funeral, casket or funeral ceremony,
- e) Costs with prostheses, glasses, contact lenses and similar,
- f) Costs related to non-urgent physical therapy.

##### 3. Exclusions related to Guarantees of Assistance to Vehicles and their Occupants

The Insurance Company shall also not be responsible for the payment of benefits arising from:

- a) Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,
- b) Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,

- c) Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,
- d) Legal assistance in case of disputes with workshops and garage owners in Portugal,
- e) Legal defence and claims in case of violation of traffic laws and regulations in Portugal,
- f) Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,
- g) Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,
- h) Repairs to the insured vehicle, including cost of labour and parts,
- i) Costs with fuel of the assisted vehicle,
- j) Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,
- k) Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter,
- l) Loading and transhipment of hazardous materials.

##### 4. Exclusions related to the guarantee of Replacement Vehicle

The Insurance Company shall also not be responsible for the payment of charges or benefits related to:

- a) Requests for replacement vehicles that do not arise from a claim expressly guaranteed by this Contract,
- b) Occurrences and their consequences not verified by the Insurance Company,
- c) Punctured tires, loss and robbery of keys of the insured vehicle, lack of fuel and misfuelling,
- d) Rentals not provided for by the Insurance Company,
- e) Vehicle maintenance services,
- f) Accidents, thefts, robberies or related attempts,
- g) Washing, replacement of upholstery and other interventions not related to the occurrence that caused the immobilisation of the insured vehicle,
- h) Repairs of punctures, bubbles or cracks in tires of the insured vehicle, as well as damage to rims resulting from poor road conditions,
- i) Manifest unavailability of rental agencies,
- j) Unavailability of workshops to carry out repairs,
- k) Lack of parts, regardless of the responsible entity, namely workshops, dealers, manufacturers or brand,
- l) Transport from or to the rental station,
- m) Excesses, extra insurance, additional covers and fuel guarantees to be paid to car rental companies,
- n) Breakdown or damage caused to the replacement vehicle.

#### Clause 6 – Reimbursements

Without prejudice to the obligation of the Insurance Company/Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured Person undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Insurance Company/Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Insurance Company the amounts recovered.

#### Clause 7 – Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.**

**For the purpose of the provisions in these Special Conditions, Habitual Residence shall be deemed to be the domicile of the Insured Person, corresponding to the place where the Insured Person has his/her daily domestic economy installed and organised and where s/he permanently resides, with stability and continuity.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

### TRAVEL ASSISTANCE - MOPEDS

#### Clause 1 – Definitions

**INSURED PERSON:** The Policyholder and/or the occupant of the insured vehicle, legally transported, in the event of a road accident involving the vehicle, as well as the driver if s/he is not the Policyholder.

**INSURED VEHICLE:** The moped covered by the Motor Insurance policy, indicated as such in the Schedule.

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

#### Clause 8 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Insurance Company of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

#### Clause 9 – Territorial scope

##### 1. The guarantees of this Contract are valid:

- a) **Guarantees of Assistance to Persons:** Throughout the world, from the residence of the Insured Person, except where otherwise provided for in the Schedule;
- b) **Guarantees of Assistance to the Insured Vehicle and its Occupants: In Portugal** from the residence of the Insured Person or the registered office of the Policyholder, **in Europe and in the countries of the Mediterranean basin**, unless otherwise provided for in the Schedule.

For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal

2. The guarantee of replacement vehicle is valid only in Portugal; however, in the case of an accident in a foreign country, after the repatriation of the insured vehicle to Portugal, the cover terms defined above shall apply.

#### Clause 2 – Guarantees of assistance to persons

**The guarantees of Assistance to Persons apply only to injured persons.**

##### 1. Medical transport or repatriation of injured

If the Insured Person sustains injuries caused by an accident involving the insured vehicle during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport. If the transfer occurs to a Hospital Centre away from the residence, the Insurance Company shall also ensure in good time the transfer to the residence by the most convenient means. Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

## 2. **Accompaniment during medical transport or repatriation**

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

## 3. **Accompaniment of the hospitalised Insured Person**

If an Insured Person must be hospitalised due to an accident with the insured vehicle and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

## 4. **Roundtrip ticket and stay for a family member**

If the Insured Person remains in the hospital, due to an accident with the insured vehicle, for more than ten (10) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

## 5. **Extension of the stay at the hotel**

If - after the occurrence of an accident with the insured vehicle, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

## 6. **Transport or repatriation of the Insured Person**

In case of repatriation or transport of an Insured Person due to an accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining one to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

## 7. **Medical, surgical, pharmaceutical and hospitalisation costs abroad**

If - as a consequence of an accident with the insured vehicle occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurance Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,
- c) Hospitalisation costs.

## 8. **Transport or repatriation of deceased persons and of the accompanying Insured Person**

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

## 9. **Communication of messages**

The Insurance Company shall provide for the communication of urgent messages that may be requested by the Insured Person as a result of the occurrence of a claim covered by these guarantees.

### Clause 3 – **Guarantees of assistance to the insured vehicle and its occupants**

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

### 1. **On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident**

In case of accident or breakdown of the insured vehicle preventing it from being driven, the Insurance Company shall provide the intervention of a mechanical expert and shall bear his/her travel costs. If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to the workshop chosen by the Insured Person, up to the limits indicated in the Schedule.

### 2. **Transport or repatriation and collection of the vehicle**

If the insured vehicle, as a consequence of breakdown or accident, requires effective immobilisation for repair for a period longer than three (3) days, the Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation;
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

**3. Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

Where the vehicle, as a consequence of breakdown or accident, needs repair requiring more than two (2) days of immobilisation in Portugal or five (5) days abroad, and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one.

**4. Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

**5. Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

**6. Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company.

The Insured Person must pay to the Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

**7. Return of luggage**

In the event of repatriation of the Insured Persons, the Insurance Company undertakes to return their luggage and personal belongings, up to a maximum of 50 kg per vehicle, provided that they are properly packed and transportable.

**8. Legal defence and claims abroad**

8.1. The Insurance Company undertakes to ensure the defence of the Insured Person before any Court abroad, if s/he is criminally indicted for suspicion of involuntary manslaughter or involuntary bodily injury, intentional damage or violation of traffic laws and regulations as a consequence of the ownership, safekeeping or use of the insured vehicle.

8.2. The Insurance Company also undertakes to:

- a) Claim for pecuniary compensation for personal injuries and material damage sustained by the Insured Person, as long as they arise from a road accident involving the insured vehicle, and if they are the responsibility of a person other than the Policyholder and any of the Insured Persons,
- b) Provide assistance to the Insured Person in case of disputes with garage owners or auto repairers.

8.3. It is the responsibility of the Insurance Company to direct all actions, negotiations and procedures, to choose its experts, physicians, advisors, lawyers, etc.. However, the Insured Person may include experts of advisors of his/her choice, at his/her expense.

8.4. The Insurance Company shall not bring the lawsuit or shall not appeal against a court decision:

- a) If it considers that there are not sufficient probabilities of success,
- b) If, from information obtained, it becomes aware that the Third Party considered responsible is insolvent,
- c) Where the amount of damages does not exceed the amount indicated in the Schedule,
- d) If it considers the offer made by the third party fair and sufficient.

8.5. In any case, however, the Insured Person may still bring or continue the lawsuit at his/her own expense and, if s/he wins, shall be reimbursed by the Insurance Company for the expenses legitimately incurred.

**9. Advance payments to cover bails abroad**

**9.1. Costs of the Proceedings**

The Insurance Company shall provide, as advance payments, the bails that are demanded from the Insured Person or the driver of the insured vehicle, in order to guarantee the costs with criminal proceedings that are brought against him/her as a consequence of a road accident involving the insured vehicle, up to the limit indicated in the Schedule.

**9.2. Provisional Release**

The Insurance Company shall also provide, as advance payments and up to the established limit, the bail demanded in order to guarantee his/her provisional release or appearance before the Court, arising from criminal proceedings within the scope of a road accident involving the insured vehicle.

These advanced amounts, both concerning costs of proceedings and guarantee of provisional release, shall be reimbursed to the Insurance Company within a maximum of three (3) months or as soon as they are returned by the Court, whichever occurs first.

Simultaneously with the provision of the bail by the Insurance Company, the Insured Person must sign a document acknowledging the debt or provide sufficient guarantee in case, due to a situation ascribed only to him/her, the bail ceases to be applicable or is lost.

**10. Provision of coordinated transport service under the travel assistance cover**

10.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days

if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

10.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

10.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition,**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

10.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

10.5 **This guarantee applies only to light vehicles, motorcycles and mopeds, as defined in Clause 1 of this Special Condition.**

#### Clause 4 – Exclusions

##### 1. General Exclusions

**Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been provided with its consent, except in cases of force majeure or confirmed material impossibility.**

##### 2. Exclusions related to Guarantees of Assistance to Persons

**The Insurance Company shall not be responsible for the payment of benefits arising from:**

- a) **Medical, surgical, pharmaceutical and hospitalisation costs in Portugal,**
- b) **Costs with prostheses, glasses, contacts lenses, canes and similar items,**
- c) **Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith,**

- d) **Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months,**
- e) **Costs incurred with funeral, casket or funeral ceremony,**
- f) **Costs related to non-urgent physical therapy.**

##### 3. Exclusions related to Guarantees of Assistance to Vehicles and their Occupants

**The Insurance Company shall also not be responsible for the payment of benefits arising from:**

- a) **Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,**
- b) **Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,**
- c) **Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,**
- d) **Claims caused by earthquakes, volcanic eruptions, floods or any cataclysms,**
- e) **Claims occurred when the vehicle is driven by someone who does not hold a legal licence for the purpose,**
- f) **Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,**
- g) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,**
- h) **Repairs, including cost of labour and parts,**
- i) **Costs with fuel of the assisted vehicle,**
- j) **Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,**
- k) **Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter.**

#### Clause 5 – Reimbursements

Without prejudice to the obligation of the Insurance Company/Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured Person undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Insurance Company/Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Insurance Company the amounts recovered.

#### Clause 6 – Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person**

**ceases to have habitual residence or registered office in Portugal.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

#### Clause 7 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Insurance Company of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of

the Insurance Companies, within the limits of their obligation.

#### Clause 8 – Territorial scope

**The guarantees of this contract are valid in Mainland Portugal and Autonomous Regions of Azores and Madeira and in Spain, including the Spanish islands.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**



## TRAVEL ASSISTANCE – RENTAL VEHICLES WITHOUT A DRIVER

### Clause 1 – Definitions

**INSURED PERSONS:** The occupants of the vehicle up to the limit of seats indicated in the vehicle registration.

**INSURED VEHICLE:** The rental vehicle without a driver covered by the Motor Insurance policy, and indicated as such in the Schedule, whose weight does not exceed 3,500 Kg.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**ACCIDENT:** Sudden and unforeseeable event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

### Clause 2 – Guarantees of assistance to the insured vehicle and its occupants

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

#### 1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident

##### 1.1. Rental vehicles without a driver, except for rental motor homes

In case of accident or breakdown of the insured vehicle preventing it from being driven, the Insurance Company shall provide the intervention of a mechanical expert and shall bear his/her travel costs. If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to the workshop closest to the place of occurrence, up to the limits indicated in the Schedule.

In relation to damaged vehicles that are to be repaired in the area of the place of occurrence, the Insurance Company shall inform the Policyholder of the exact coordinates of the workshop, as well as of the diagnosis of the repair to be made.

After repairing the vehicle, upon request, the Insurance Company may provide for the transportation thereof to the nearest station of the Policyholder, the cost of which is the responsibility of the Policyholder.

##### 1.2. Rental motor homes

In case of accident or breakdown of the insured vehicle in Portugal preventing it from being driven, the Insurance Company shall provide the intervention of a mechanical expert and shall bear his/her travel costs. If the repair cannot be performed on site, it shall provide for towage from the place of immobilisation to the closest rental station of the Policyholder, up to the limits indicated in the Schedule.

#### 2. Transport or repatriation and collection of the vehicle

##### 2.1. Rental vehicles without a driver, except for rental motor homes

If the insured vehicle, as a consequence of breakdown or accident, cannot be driven and requires more than two (2) days of immobilisation or, in case of theft or robbery, if it is recovered only after the Insured Person has returned, before six (6) months have elapsed since the date of the theft or robbery, the Insurance Company shall guarantee:

- a) The transport of the vehicle to the rental station where the rental contract was signed, organising and providing said transport or repatriation,
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

During the repatriation operations organised by the Insurance Company, the damages occurred in the insured vehicle shall be guaranteed, but the Insurance Company shall not be responsible for the theft or robbery of luggage left inside the vehicle during the repatriation.

##### 2.2. Rental motor homes

If the insured vehicle, as a consequence of breakdown or accident, cannot be driven and requires more than three (3) days of immobilisation or, in case of theft or robbery, if it is recovered only after the Insured Person has returned, before six (6) months have elapsed since the date of the theft or robbery, the Insurance Company shall guarantee:

- a) The costs with the transport of the vehicle to the rental station where the rental contract was signed, organising and providing said transport or repatriation,
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

#### 3. Continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery (except for rental motor homes)

If, as a consequence of an accident, breakdown, theft or robbery of the insured vehicle, the Insured Person is prevented from continuing the trip, the Insurance Company shall bear the costs with his/her transport to the nearest rental station of the Policyholder, where s/he may be able to replace the vehicle, or alternatively arrange that a new vehicle provided by the Policyholder is taken to the Insured Person.

In case of an accident outside the opening hours of the Policyholder, preventing the replacement of the vehicle, the Insurance Company shall bear the expenses of the

hotel stay, initially not foreseen, for one night, up to the limit indicated in the Schedule.

**4. Assistance in case of theft, robbery or loss of keys of the vehicle (except for rental motor homes)**

In case of theft, robbery or loss of keys of the insured vehicle, the Insurance Company shall provide for the delivery of another set of keys, bearing the corresponding cost, from the rental station of the Policyholder to the place where the Insured Person is.

**5. Provision of coordinated transport service under the travel assistance cover**

5.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of delay, counted from the day of the request for assistance and the day of delivery.

5.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

**5.3 The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination,**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle,**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms,**
- d) **Services provided from countries other than Portugal and Spain,**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition,**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

5.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

5.5 **This guarantee applies only to light passenger vehicles, as defined in Clause 1 of this Special Condition.**

### Clause 3 – Exclusions

1. **Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been provided with its consent, except in cases of force majeure or confirmed material impossibility.**
2. **The Insurance Company shall also not be responsible for the payment of benefits arising from:**

- a) **Accidents or breakdowns occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith,**
- b) **Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle,**
- c) **Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made,**
- d) **Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out,**
- e) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle,**
- f) **Repairs, including cost of labour and parts,**
- g) **Costs with fuel of the assisted vehicle,**
- h) **Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service,**
- i) **Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter,**
- j) **Vehicles meant for public service,**
- k) **Repeated breakdowns caused by the non repair of the insured vehicle or negligence on the part of the Insured Person.**

### Clause 4 – Reimbursements

Without prejudice to the obligation of the Insurance Company/Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured Person undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security and similar entities, and to return them to the Insurance Company/Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Insurance Company the amounts recovered.

### Clause 5 – Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

### Clause 6 – Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Insurance Company of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

Clause 7 – Territorial scope

The guarantees of this Contract are valid in Europe, except where otherwise provided for in the Schedule.

For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal

TRAVEL ASSISTANCE SCHEDULE

GUARANTEES OF ASSISTANCE TO PERSONS <sup>(a)</sup>	LIMITS		
	NORMAL	VIP	MOPEDS <sup>(b)</sup>
<b>Medical transport or repatriation of injured and ill</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited
<b>Accompaniment during medical transport or repatriation</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited
<b>Accompaniment of the hospitalised Insured Person</b> Maximum compensation limit Per day ..... Maximum compensation .....	<b>40 €</b> <b>400 €</b>	<b>115 €</b> <b>1 150 €</b>	<b>20 €</b> <b>250 €</b>
<b>Roundtrip ticket and stay for a family member</b> Maximum compensation/benefit limit Transport ..... Stay Per day ..... Maximum compensation .....	Unlimited  <b>40 €</b> <b>400 €</b>	Unlimited  <b>115 €</b> <b>1 150 €</b>	Unlimited  <b>20 €</b> <b>250 €</b>
<b>Extension of the stay at the hotel</b> Maximum compensation/benefit limit Per day and per person ..... Maximum compensation .....	<b>40 €</b> <b>400 €</b>	<b>115 €</b> <b>1 150 €</b>	<b>20 €</b> <b>250 €</b>
<b>Transport or repatriation of the Insured Persons</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited
<b>Medical, surgical, pharmaceutical and hospitalisation costs abroad</b> Maximum compensation limit per person and per trip .....	<b>3 000 €</b>	<b>10 000 €</b>	<b>2 500 €</b>
<b>Transport or repatriation of deceased persons and of accompanying Insured Persons</b> Maximum compensation/benefit limit Transport ..... Stay Per day ..... Maximum compensation .....	Unlimited  <b>40 €</b> <b>240 €</b>	Unlimited  <b>115 €</b> <b>675 €</b>	Unlimited  <b>20 €</b> <b>120 €</b>
<b>Early return</b> Limit of the benefit .....	Unlimited	Unlimited	*****
<b>Theft or robbery of luggage abroad</b> Limit of the benefit .....	(up to 100 kg) Unlimited	(up to 100 kg) Unlimited	*****
<b>Advance payment of funds abroad</b> Limit of the benefit .....	<b>1 500 €</b>	<b>1 500 €</b>	*****
<b>Communication of messages</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited
<b>Information service</b> Limit of the benefit .....	*****	Unlimited	*****
<b>Urgent trip due to the occurrence of a serious claim in the residence</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited
<b>Supervision of children abroad</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited
<b>Payment of communication costs</b> Limit of the benefit .....	Unlimited	Unlimited	Unlimited

(a) Covers not applicable to taxis or rental vehicles without a driver.

**TRAVEL ASSISTANCE SCHEDULE (continuation)**

<b>GUARANTEES OF ASSISTANCE TO THE INSURED VEHICLE AND ITS OCCUPANTS (6)</b>	<b>LIMITS (up to three interventions per annuity, except where otherwise expressly indicated)</b>				
	<b>NORMAL</b>		<b>VIP</b>	<b>MOPEDS (b)</b>	<b>RENTAL VEHICLES WITHOUT A DRIVER</b>
<b>On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident</b> Maximum compensation limit for light vehicles ..... Maximum compensation limit for heavy vehicles a) Vehicle with a gross weight of up to 20,000 kg ..... b) Vehicle with a gross weight higher than 20,000 kg ..... Delay of the tow truck of more than 60 minutes (for light passenger vehicles and motorcycles only) (1) ..... Delay of the tow truck of more than 120 minutes (for light passenger vehicles and motorcycles only) (1).....	<b>150 €</b>   <b>250 €</b> <b>350 €</b>  <b>60 €</b>  <b>120 €</b>	<b>500 €</b>   <b>1 500 €</b> <b>1 500 €</b>  <b>60 €</b>  <b>120 €</b>	<b>75 €</b>   ***** *****  *****  *****	(c) <b>125 €</b>   ***** *****  *****  *****	
<b>Transport or repatriation and collection of the vehicle (1) (2)</b> Maximum compensation/benefit limits Transport ..... Collection .....	Unlimited <b>125 €</b>	Unlimited <b>450 €</b>	Unlimited <b>100 €</b>	***** <b>125 €</b>	
<b>Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery (2)</b> Maximum compensation/benefit limits Transport ..... Rental of vehicle (1) Maximum compensation ..... Maximum period .....	Unlimited   <b>250 €</b> 48 hours	Unlimited   <b>500 €</b> 72 hours	Unlimited   ***** *****	*****   ***** *****	
<b>Costs of stay at a hotel while the vehicle is under repair (2)</b> Maximum compensation limits Per day ..... Per Insured Person .....	<b>40 €</b> <b>120 €</b>	<b>115 €</b> <b>325 €</b>	<b>20 €</b> <b>40 €</b>	***** *****	
<b>Costs with transport to retrieve the insured vehicle (2)</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited	*****	
<b>Sending of a professional driver (2)</b> Limits of the benefits .....	Unlimited	Unlimited	*****	*****	
<b>Sending of replacement parts (2)</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited	*****	
<b>Loss or robbery of keys and keys locked inside the vehicle (1) (2) (3) (4)</b> Limits of the benefits .....	<b>150 €</b>	<b>500 €</b>	*****	*****	
<b>Lack of fuel or misfuelling (1) (2) (3) (4)</b> Limits of the benefits .....	<b>150 €</b>	<b>500 €</b>	*****	*****	
<b>Replacement of wheels in case of punctured tires (1) (2) (3) (4)</b> Limits of the benefits .....	<b>150 €</b>	<b>500 €</b>	*****	*****	
<b>Replacement vehicle due to breakdown (1) (2)</b> Maximum limit of interventions per annuity ..... Maximum period .....	***** *****	3 occurrences 5 days	***** *****	***** *****	
<b>Replacement vehicle in case of "Acts of vandalism", "Catastrophic risks of nature" or "Fire, lightning strike or explosion" (1) (2)</b> Maximum limit of interventions per annuity ..... Maximum number of days per annuity .....	***** *****	2 occurrences 30 days	***** *****	***** *****	
<b>Return of luggage (2)</b> Limit of the benefits (per vehicle) .....	(up to 100kg) Unlimited	(up to 100kg) Unlimited	(up to 50kg) Unlimited	*****	
<b>Legal defence and claims (2)</b> Limits of the benefits .....  Defence of the Insured Person ..... Legal claims ..... Minimum limit to bring a lawsuit in Portugal (A. V. Normal and VIP)	LIGHT Unlimited Unlimited <b>500 €</b>	LIGHT <b>6 000 €</b> Unlimited Unlimited <b>500 €</b>	LIGHT Unlimited Unlimited <b>500 €</b>	HEAVY <b>12 000 €</b> Unlimited Unlimited <b>500 €</b>	(only abroad) Unlimited Unlimited <b>250 €</b>  ***** ***** *****
<b>Advance payments to cover bails (only abroad) (2)</b> Maximum amount of advance payments Costs of the Proceedings ..... Provisional Release .....	<b>750 €</b> <b>2 500 €</b>	LIGHT <b>750 €</b> <b>2 500 €</b>	HEAVY <b>750 €</b> <b>7 600 €</b>	<b>750 €</b> <b>2 500 €</b>  *****	

**TRAVEL ASSISTANCE SCHEDULE (continuation)**

<b>GUARANTEES OF ASSISTANCE TO THE INSURED VEHICLE AND ITS OCCUPANTS (6)</b>	<b>LIMITS (up to three interventions per annuity, except where otherwise expressly indicated)</b>			
	<b>NORMAL</b>	<b>VIP</b>	<b>MOPEDS (b)</b>	<b>RENTAL VEHICLES WITHOUT A DRIVER</b>
<b>Continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery (1) (2) (4)</b> Maximum compensation/benefit limits Provision of a replacement vehicle ..... Costs with stay at a hotel (per person) .....	***** *****	***** *****	***** *****	Unlimited <b>40 €</b>
<b>Assistance in case of theft, robbery or loss of keys (1) (2) (4)</b> Limits of the benefits .....	*****	*****	*****	Unlimited
<b>Protection and surveillance in Portugal (5)</b> Per day ..... Maximum compensation limit .....	***** *****	<b>150 €</b> <b>300 €</b>	***** *****	***** *****
<b>Take me home</b> Maximum limit of interventions per annuity .....	3 occurrences 50 km	3 occurrences 50 km	3 occurrences 50 km	3 occurrences 50 km
<b>Transport costs of animals transported in the insured vehicle</b> Limits of the benefits .....	Unlimited	Unlimited	Unlimited	Unlimited
<b>Provision of coordinated transport service (7)</b> - Compensation limit per day of delay .....	50€/day	50€/day	50€/day	50€/day

(b) The guarantees of Assistance to Persons in Travel Assistance - Mopeds apply only to injured persons.

(c) If the insured vehicle is a rental motor home, the insured capital is unlimited and the guarantee applies only in Portugal.

(1) In the case of heavy vehicles, only the drivers (2 maximum) and any guides shall be covered. Passengers are covered under the terms and provisions of the respective Special Condition.

(2) Cover not applicable to taxis.

(3) Cover not applicable to Letter A vehicles (Square) or Letter T vehicles (Tourism).

(4) Cover not applicable to rental motor homes.

(5) Cover applicable only to heavy vehicles.

(6) In case of breakdown of the insured vehicle, subject to a grace period of 15 days where the vehicle is without a valid insurance for a period equal to or longer than 30 days.

(7) Cover applicable only to light passenger vehicles, motorcycles (>50 cc) and mopeds.

## TRAVEL ASSISTANCE – TAXIS AND LETTER A RENTAL VEHICLES

### Clause 1 - Definitions

#### INSURED PERSONS

- The Policyholder (natural person), his/her spouse, 1<sup>st</sup> degree ascendants and descendants or similar under the law, provided that they live with him/her or at his/her charge even if they travel separately and in any means of transport;

- The Insured, where the Policyholder is a legal person, or the Habitual Driver referred to in the policy where the Policyholder and the Insured are legal persons;

- The properly qualified person who, with the consent of the Policyholder, Insured or Habitual Driver was driving the insured vehicle when the claim occurred, if s/he is not the Habitual Driver designated in the policy, and the other occupants of the insured vehicle. Only if the insured vehicle is affected by a breakdown, road accident, theft, robbery or unauthorised use.

#### INSURED VEHICLE:

The motor vehicle indicated in the Schedule, which may be:

**Taxi:** The motor vehicle used for public transport, equipped with a time and distance measuring device (taximeter) and with its own identifying marks.

**Rental vehicles with driver:** The Letter A vehicle (Square) or the Letter T vehicle (Tourism).

**ILLNESS:** Involuntary change of the state of health, contrary to the will of the Insured Person and not caused by an accident, which is manifested by clear signs and is acknowledged and attested by an authorised physician.

**ACCIDENT:** Claim caused by an external cause, fortuitous, unforeseeable and beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability or also death, which are clinically and objectively verifiable, as well as the sudden and unexpected event, non intentional, causing the immediate immobilisation of the insured vehicle, exclusively arising from road traffic, that cannot be classified as breakdown.

**BREAKDOWN:** Any sudden and unforeseeable malfunction of the insured vehicle, of mechanical or electric nature, which causes the immediate immobilisation thereof.

**THEFT OR ROBBERY:** Disappearance, destruction or deterioration of the vehicle due to attempted or actual theft, robbery or unauthorised use.

**EFFECTIVE IMMOBILISATION:** The period between the effective date of stoppage of the vehicle and the date of delivery thereof by the workshop that repaired it.

**EFFECTIVE REPAIR:** The intervention of the workshop on the insured vehicle including labour hours and excluding the unavailability for repair and lack of parts.

**ASSISTANCE SERVICE:** Entity that organises and provides, for the account of the Insurance Company, the guarantees granted by this policy, whether of a monetary nature, whether in terms of provision of services.

### Clause 2 - Guarantees of assistance to persons

**An excess of 20 Km from the residence of the Policyholder/Insured mentioned in the policy shall apply to the following guarantees.**

In all guarantees involving medical benefits, the medical team of the Assistance Service shall always play a role of coordination and final decision regarding the procedures to be adopted following a claim.

#### 1. Medical transport or repatriation of injured and ill

If the Insured Person sustains injuries or suddenly falls ill during the period of validity of the policy, the Insurance Company ensures:

- a) Transport by ambulance to the nearest clinic or hospital,
- b) Surveillance by its medical team, in cooperation with the physician treating the injured or ill Insured Person, for the determination of the convenient procedures for the best treatment to be followed and of the most appropriate means for transfer to another more adequate Hospital Centre or to his/her home, where appropriate,
- c) Transfer by the most adequate means of transport. If the transfer occurs to a Hospital Centre away from the residence, the Insurance Company shall also ensure in good time the transfer to the residence.

The means of transport used in Portugal, Europe and countries of the Mediterranean coast, if the urgency and seriousness so require, shall be the special medical plane.

In the remaining cases, said transport shall be performed by commercial airplane or any other means adequate to the circumstances.

Where transport and/or repatriation is motivated by infectious/contagious diseases involving danger to public health, they must comply with the rules, procedures and technical guidelines issued by the World Health Organisation (WHO). At most, the transport and/or repatriation in question may not be authorised.

#### 2. Accompaniment during medical transport or repatriation

In case the condition of the Insured Person object of medical transport or repatriation so justifies, the Insurance Company, upon the opinion of its physician, bears the costs with the trip of another insured person present to accompany him/her.

#### 3. Accompaniment of the hospitalised Insured Person

If an Insured Person must be hospitalised and if the repatriation or immediate return is not advisable due to his/her state of health, the Insurance Company bears the costs with an initially unforeseeable stay at a hotel of one family member or person present selected by the Insured Person to stay with him/her, up to the limit indicated in the Schedule.

#### 4. Roundtrip ticket and stay for a family member

If the Insured Person remains in the hospital for more than five (5) days and if it is not possible to trigger the guarantee provided in paragraph 3 of this clause, the Insurance Company bears the costs to be incurred by a family member with roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket, departing from Portugal, to stay with the Insured Person, bearing also the costs with the stay up to the limit indicated in the Schedule.

#### 5. Extension of the stay at the hotel abroad

If - after the occurrence of a sudden illness or accident, the state of the Insured Person does not justify hospitalisation or medical transport, and if his/her return cannot occur at the date initially foreseen, the Insurance Company shall bear, where appropriate, the costs effectively incurred with a stay not initially foreseen at a hotel by the Insured Person and by person accompanying him/her up to the limit indicated in the Schedule.

Where the state of health of the Insured Person so allows, the Insurance Company shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, in case they cannot return by the means initially provided for.

## 6. Transport or repatriation of the Insured Person

In case of repatriation or transport of one or more Insured Persons due to sudden illness or accident, according to the guarantee provided for in paragraph 1 of this clause, and because of that fact the return of the remaining ones to their habitual residence through the originally foreseen means is not possible, the Insurance Company shall guarantee their transportation up to their habitual residence or up to the place where the transported or repatriated Insured Person is hospitalised.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to his/her residence or to the place where the Insured Person is hospitalised.

## 7. Medical, surgical, pharmaceutical and hospitalisation costs abroad

If - as a consequence of an accident or sudden illness occurred abroad during the period of validity of this Contract, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurance Company shall bear, up to the limit indicated in the Schedule, or reimburse upon the delivery of supporting documents:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by the physician,
- c) Hospitalisation costs.

## 8. Transport or repatriation of deceased persons and of accompanying Insured Persons

The Insurance Company bears the costs with all the formalities to be observed at the place of decease of the Insured Person, as well as those concerning his/her transport or repatriation to the burial place in Portugal.

In case the Insured Persons accompanying him/her at the time of decease cannot return by the means initially foreseen, or by impossibility of using the transport ticket, already purchased, the Insurance Company guarantees their transport back to their habitual residence or to the burial place in Portugal.

If the Insured Person is aged under fifteen (15) years old and does not have a family member or a trustworthy person to accompany him/her during the trip, the Insurance Company shall bear the costs to be incurred by a person travelling with him/her to the burial place or to his/her residence in Portugal.

If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Insurance Company guarantees the transportation of a family member, if one is not there already, providing a roundtrip 1<sup>st</sup> class train ticket or economy class plane ticket to travel from his/her residence to the place of interment, and paying for accommodation expenses up to the limit specified in the Schedule.

## 9. Supervision of children abroad

If the Insured Person to whom is entrusted the guardianship of a minor under 15 (fifteen) years old dies or is hospitalised, following an accident or an illness, the Assistance Service shall guarantee the costs of a roundtrip travel ticket for a family member in Portugal that may take care of said minor during the return to his/her habitual residence in Portugal, and shall also bear for costs with the return if it cannot occur through the means originally arranged for the trip.

## 10. Early return

If - during a trip - the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree, or siblings, adopted or in-laws die in Portugal, and the means used for his/her trip or the ticket

purchased do not allow him/her to return earlier, the Insurance Company bears the costs incurred with a 1<sup>st</sup> class train ticket or an economy class plane ticket from the place of stay to his/her residence or up to the place of interment in Portugal.

This guarantee is also triggered if the spouse of the Insured Person or the person with whom s/he lives under common law marriage, or ascendants or descendants up to the 2<sup>nd</sup> degree are victims of accidents or unforeseeable illnesses in Portugal whose seriousness, to be confirmed by the Insurance Company's physician, after contacting the treating physician, demands his/her urgent and imperative presence.

If, as a consequence of early return, the Insured Person must absolutely go back to the place of stay in order to bring the vehicle or the other Insured Persons by the means initially arranged, the Insurance Company provides a train or plane ticket for that purpose, according to the previous paragraphs, and shall bear the costs thereof.

## 11. Location and sending of urgent medication abroad

The Assistance Service shall provide for the sending of indispensable prescription medication, habitually used by the Insured Person, where it is not possible to obtain it locally or it cannot be replaced by similar drugs or substitutes thereof.

The Insured Person must bear the cost of the medication and all expedition costs.

## 12. Assistance and transport of stolen or lost luggage and personal items

In case of theft or robbery of luggage and/or personal items, the Insurance Company shall, if requested, assist the Insured Person in reporting said occurrence to the authorities. Both in the case of theft or robbery and of loss of said goods, if found, the Insurance Company shall send them to the place where the Insured Person is or to his/her residence, provided they are duly packed and transportable up to the maximum limit of 100 kg.

## 13. Advance payment of funds abroad

In case of theft, robbery or loss of luggage and/or personal items, not recovered within 24 hours, the Insurance Company shall advance the amounts necessary in order to replace the unrecovered items up to the limit indicated in the Schedule of the Policy.

The same guarantee is provided if in case of breakdown or accident of the insured vehicle, funds are necessary to repair it. The advanced amounts must be reimbursed to the Insurance Company within sixty (60) days.

## 14. Payment of communication costs

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

## 15. Telephone medical counselling

Upon request of the Insured Person through the Assistance Line of the Insurance Company, the medical team of the Assistance Service shall arrange for medical guidance by telephone to the Insured Person, under conditions compatible with the rules of the profession.

The replies are based on the information provided by the Insured Person, and the Insurance Company or the Assistance Service shall not be held liable for the medical counselling provided or for the interpretations of those replies.

The medical support requested and provided by telephone implies, solely and exclusively, the personal responsibility arising from this type of intervention, within the context in which it is carried out.

This medical counselling does not replace the use of hospital emergency services nor should it be considered as a medical appointment.

If necessary, the Insurance Company provides for and bears the cost of transportation by ambulance from the Insured Person's home to the first aid centre or the emergency room, at the discretion of the Insured Person.

### Clause 3 - **Guarantees of assistance to the insured vehicle and its occupants**

**In the following guarantees, in case of breakdown, the right to travel assistance benefits begins from Km 0 (zero), five (5) or ten (10) Km, from the habitual residence of the Policyholder or the Insured, if the Policyholder is a legal person, or of the habitual driver mentioned in the policy if the Policyholder and the Insured are legal persons, according to the option subscribed by each insured.**

**In case of risk of accident, theft, robbery or unauthorised use of the insured vehicle, the right to the provision by the Insurance Company of the travel assistance service begins from km 0 (zero), from the residence of the insured vehicle in Portugal.**

**Following a breakdown and if the insured vehicle does not have a valid insurance for a previous period equal to or longer than thirty (30) days, the validity of the below-mentioned guarantees are subject to a grace period of fifteen (15) days from the date of commencement of the risk or of the inclusion of the registration in the policy.**

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

#### **1. On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident**

1.1. In case of accident or breakdown of the insured vehicle, including low battery, preventing it from being driven, the Insurance Company shall organise breakdown assistance.

If the repair cannot be performed on site, it shall provide for:

- a) In case of light vehicles, towage from the place of immobilisation to the workshop chosen by the Insured Person;
- b) In case of heavy vehicles, towage from the place of immobilisation to the workshop chosen by the Insured Person (in Portugal) or up to the closest workshop or dealer (abroad), always under the terms of the limits indicated in the Schedule.

If it was impossible for the Insured Person to contact the Assistance Service following injuries arising from an accident involving the vehicle, the Insurance Company shall reimburse the towing costs up to the limit established in the Schedule.

#### **2. Transport or repatriation and collection of the vehicle**

If the insured vehicle, as a consequence of:

- i. theft or robbery, breakdown or accident, cannot be repaired on the same day;
- ii. theft or robbery, is immobilised and is recovered only after the Insured Person returns, before six (6)

months have elapsed since the date of the theft or robbery;

The Insurance Company guarantees:

- a) The transport of the vehicle to the workshop nearest to the residence of the Insured Person, in case one has not been previously indicated, or to another at a similar distance, organising and providing said transport or repatriation;
- b) Costs with the collection of the vehicle, related to this guarantee, up to the limit indicated in the Schedule.

The Insurance Company shall be under no obligation to perform the repatriation of the vehicle, and shall only bear the costs incurred with the legal abandonment thereof, if the repair value, according to the information given by the workshop of the place where the claim occurred, exceeds the commercial value of the vehicle in Portugal.

If the Insured Person is entitled to the guarantee of repatriation of the vehicle and alternatively chooses to have it repaired at the place of the occurrence, provided it is outside Portugal, the Insurance Company shall contribute to the repair up to EUR 100.

The period of effective immobilisation is considered to be the period between the effective date of the vehicle stoppage and the date of delivery of the vehicle by the repairing workshop.

#### **3. Reimbursement of towage in case of theft or robbery**

The Insurance Company shall provide, exclusively for light vehicles, a towing or breakdown service in the event of theft or robbery that cause the immobilisation of the vehicle.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their own initiative from the place where it was found to a park under their supervision, the Assistance Service shall reimburse the Insured Person for these towage costs up to the indicated in the Schedule if, after deducting from this limit the costs incurred with other towing or breakdown services, s/he is still entitled thereto.

#### **4. Removal or extraction of the insured vehicle**

Following a towing service in the event of a claim, the Insurance Company shall bear the costs incurred with the removal or extraction of the insured vehicle.

Removal or extraction shall mean all the work necessary to the placement of the insured vehicle on the lane on which it was being driven.

#### **5. Costs with transport to retrieve the insured vehicle**

In case the vehicle that sustained an accident or breakdown is repaired at the place of the occurrence and the guarantee of repatriation or transport of the same vehicle has not been used, or in case it was stolen and afterwards found in good and safe driving conditions, the Insurance Company bears the costs with a 1<sup>st</sup> class train ticket or an economy class plane ticket so that the designated driver may travel from his/her residence up to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurance Company may provide for a driver to bring the vehicle up to the residence of the Insured Person.

#### **6. Sending of a professional driver**

If the Insured Person has been transported or repatriated as a consequence of a sudden illness, accident or death, or also in case of being unable to drive, and if none of the other occupants may replace



the driver, the Insurance Company shall provide for a professional driver who shall drive the vehicle and its occupants to their place of residence in Portugal or, if requested, to their destination, provided that the number of days to get there is not higher than the number of days required to return to the residence of the Insured Person.

The Insurance Company shall be exclusively responsible for costs with the driver, namely, food, transport, accommodation and fees, excluding all others.

#### **7. Sending of replacement parts**

The Insurance Company shall send, through the most adequate means, the parts necessary for the repair of the insured vehicle, provided they are impossible to obtain at the place of the occurrence.

Only transport costs shall be borne by the Insurance Company. The Insured Person must pay to the Insurance Company the cost of the parts, as well as any corresponding customs duties.

If the delivery of the parts must be made abroad swiftly, they shall be transported up to the airport customs nearest to the place where the Insured Person is.

#### **8. Replacement of wheels in case of punctured tires**

In the event of a punctured or burst tire of the insured vehicle, the Insurance Company provides for its replacement with a spare tire already in the vehicle, bearing the travel and labour costs connected therewith. If the replacement proves impossible, towage costs shall be guaranteed up to the place chosen by the Insured Person. This cover is guaranteed up to the limits indicated in the Schedule.

If on-site repair is not possible, the Insurance Company shall guarantee the transportation of the occupants to the repair workshop or to another place chosen by the Insured Person, within a distance of no more than 50 km.

#### **9. Costs of stay at a hotel while the vehicle is under repair**

If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

The Insurance Company shall also bear the costs necessary for the collection of said parts, up to the limit of the price of a 1<sup>st</sup> class train trip.

#### **10. Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery**

Where the vehicle, as a consequence of breakdown or accident:

- cannot be repaired on the same day, in case it is a light vehicle,
- requires 8 hours of workshop labour, according to the tariff list of the brand, in case it is a heavy vehicle,
- and the guarantee provided for in paragraph 4 of this clause has not been used, or also in case of theft or robbery, the Insurance Company guarantees the transport of the Insured Persons, occupants of the vehicle, up to their residences or up to their travel destination, provided that the latter option does not imply more costs than the first one.

Alternatively, and in case of two or more Insured Persons, the Insurance Company shall provide for, if available at the place, a rental vehicle (without a driver) for them to return to their residences or to go to the

travel destination, provided that the latter route is not longer than the first one.

The Policyholder shall bear the costs incurred with the continuation of the trip of passengers and drivers from the railway station or bus stop until the final destination.

If the vehicle subject to theft or robbery has been located by the police authorities and towed on their initiative from the place where it was found up to a park under their surveillance, the Insurance Company shall reimburse the Insured Person for the towing costs up to the limit indicated in the Schedule and, if deducted from said limit, costs with other towing services or breakdown assistance where appropriate. If the vehicle that sustained an accident or breakdown cannot be repaired on the same day, the Insurance Company provides for the initially unforeseen stay of the Insured Persons at a hotel up to the limit indicated in the Schedule.

#### **11. Transport of personal luggage**

In the event of repatriation of the Insured Person, the Insurance Company undertakes to return his/her luggage and personal belongings, up to a maximum of 100 kg per vehicle, provided that they are properly packed and transportable.

#### **12. Advance payments to cover bails**

##### **12.1. Costs of the Proceedings**

The Insurance Company shall provide, as advance payments, the bails that are demanded from the Insured Person, in order to guarantee the costs with criminal proceedings that are brought against him/her as a consequence of a road accident involving the insured vehicle, up to the limit indicated in the Schedule.

##### **12.2. Provisional Release**

The Insurance Company shall also provide, as advance payments and up to the established limit, the bail demanded in order to guarantee his/her provisional release or appearance before the Court, arising from criminal proceedings within the scope of a road accident involving the insured vehicle.

These advanced amounts, both concerning costs of proceedings and guarantee of provisional release, shall be reimbursed to the Insurance Company within a maximum of three (3) months or as soon as they are returned by the Court, whichever occurs first. Simultaneously with the provision of the bail by the Insurance Company, the Insured Person must sign a document acknowledging the debt or provide sufficient guarantee in case, due to a situation ascribed only to him/her, the bail ceases to be applicable or is lost.

#### **13. Payment of communication costs**

The Assistance Service guarantees the communication of national or international urgent messages to family members of the Insured Persons provided they are related to a claim covered by these guarantees.

It shall also bear the costs with communications to its own services, upon proof thereof, provided they are performed by the Insured Person.

#### **14. Provision of coordinated transport service under the travel assistance cover**

14.1 Following a request by the Insured Person for an assistance service that requires the use of the coordinated transport service, if the delivery of the vehicle to the indicated destination exceeds four (4) business days in Portugal or twelve (12) business days if coming from Spain, the Insurance Company, through the Assistance Service, provides compensation to the Policyholder in the amount of EUR 50 per each day of

delay, counted from the day of the request for assistance and the day of delivery.

14.2 In order to benefit from the guarantee, the Insured Person must express dissatisfaction with the delay in the provision of the service, **on the very day of delivery of the vehicle at the indicated destination**, by telephone and request the payment of said compensation to the Assistance Service.

14.3 **The undertaking mentioned in the previous paragraphs shall not apply to the following cases:**

- a) **Requests for compensation in days after the delivery of the vehicle at the indicated destination;**
- b) **In cases where the destination address is not correct, complete or unavailable for reception of the vehicle;**
- c) **Bad weather conditions, considered to be situations of atmospheric disturbance that hinder road traffic, namely heavy rains, fog, snow, ice, storms;**
- d) **Services provided from countries other than Portugal and Spain;**
- e) **Services requested for vehicles not included in the categories of Insured Vehicle indicated in Clause 1 of this special condition;**
- f) **Occurrences in which the Insured Person does not allow the correct diagnosis of the breakdown in order to determine the estimated period of repair.**

14.4 The payment of the compensation due under the previous paragraphs shall be made to the Policyholder.

14.5 **This guarantee applies only to light vehicles and motorcycles, as defined in Clause 1 of this Special Condition.**

#### Clause 4 - Exclusions

##### 1. General Exclusions

Apart from the exclusions provided for in clauses 5 and 40 of the General Conditions, applicable to this Special Condition with the appropriate adaptations, this insurance does not guarantee benefits that have not been requested from the Insurance Company and that have not been provided with its consent, except in cases of force majeure or confirmed material impossibility.

##### 2. Exclusions related to Guarantees of Assistance to Persons

The Insurance Company shall not be responsible for the payment of benefits arising from:

- a) **Medical, surgical, pharmaceutical and hospitalisation costs in Portugal;**
- b) **Claims occurred as a consequence of the practice of motor sports, the practice of competitive sports in general, the practice of professional sports and high risk activities such as snow skiing, powerboating, parachuting, mountain climbing, mountaineering, martial arts, speleology and diving, as well as trainings, bets and challenges connected therewith;**
- c) **Deliveries and complications due to pregnancy unless unforeseeable during the first six (6) months;**
- d) **Costs incurred with funeral, casket or funeral ceremony;**

- e) **Costs with prostheses, glasses, contact lenses and similar;**
- f) **Costs related to non-urgent physical therapy;**
- g) **Treatment of illnesses, chronic injuries or pre-dating the beginning of the trip;**
- h) **Death by suicide or injuries and consequences resulting from attempted suicide;**
- i) **Death or injuries caused, directly or indirectly, by criminal activities of the Insured Person;**
- j) **Illnesses or pathological states produced by voluntary consumption of alcohol, drugs, toxic products, narcotics or medicines purchased without medical advice.**

##### 3. Exclusions related to Guarantees of Assistance to Vehicles and their Occupants

The Insurance Company shall also not be responsible for the payment of benefits arising from:

- a) **Claims occurred during the practice of sports competitions, whether official or private, as well as during trainings or as a result of betting connected therewith;**
- b) **Hotel and restaurant costs not provided for in the insurance guarantees, taxis, petrol, repairs and theft or robbery of accessories incorporated in the vehicle;**
- c) **Theft or robbery of the insured vehicle and of luggage, if the immediate report thereof to the competent authorities has not been made;**
- d) **Legal assistance in case of disputes with workshops and garage owners in Portugal;**
- e) **Legal defence and claims in case of violation of traffic laws and regulations in Portugal;**
- f) **Claims occurred where the insured vehicle is being used in industrial or agricultural works, in the restricted areas in which these activities are being carried out;**
- g) **Claims arising from driving in places not recognised as accessible and suitable for the driving of the insured vehicle;**
- h) **Repairs to the insured vehicle, including cost of labour and parts;**
- i) **Costs with fuel of the assisted vehicle;**
- j) **Fines and fees, tolls and parking, where the assisted vehicle is not in the custody of the Insurance Company/Assistance Service;**
- k) **Damages existing in the vehicle prior to the intervention of the Assistance Service, as well as those sustained thereafter;**
- l) **Loading and transshipment of hazardous materials;**
- m) **Assistance to occupants of the vehicle, even if it is on duty, except for the Driver;**
- n) **Successive breakdowns caused by lack of repair of the insured vehicle after the intervention of the Assistance Service.**

#### Clause 5 - Reimbursements

Without prejudice to the obligation of the Insurance Company/Assistance Service to comply with all the benefits and payments to which they are bound under this Contract, up to the subscribed limits, the Policyholder and/or the Insured Person undertake to proceed to all the necessary actions to obtain reimbursements related to the claim owed by other entities, such as contributions from Social Security

and similar entities, and to return them to the Insurance Company/Assistance Service.

The Insured Persons who have used transport services provided for in this Contract are also obligated to proceed to the necessary actions to recover unused transport tickets, delivering to the Insurance Company the amounts recovered.

#### Clause 6 - Duration

**Notwithstanding the provisions of the General Conditions, the guarantees, in respect of each Insured Person, shall be suspended during their stay abroad for more than sixty (60) days and shall automatically lapse at the date where said person ceases to have habitual residence or registered office in Portugal.**

**For the purpose of the provisions in these Special Conditions, Habitual Residence shall be deemed to be the domicile of the Insured Person, corresponding to the place where the Insured Person has his/her daily domestic economy installed and organised and where s/he permanently resides, with stability and continuity.**

**Likewise, the stay of the insured vehicle abroad for more than sixty (60) days determines the suspension of the guarantees of this Special Condition.**

#### Clause 7 - Multiple insurances

Upon reporting any claim, the Policyholder and/or the Insured Person are obligated to notify the Insurance Company of the existence of other insurances covering the same risk, under the legal terms in force, and the Insured Person has the right to receive compensation from any of the Insurance Companies, within the limits of their obligation.

#### Clause 8 - Territorial scope

**The guarantees of this Contract are valid:**

- a) **Guarantees of Assistance to Persons:** Throughout the world, from the residence of the Insured Person, except where otherwise provided for in the Schedule;
- b) **Guarantees of Assistance to the Insured Vehicle and its Occupants:** In Portugal from the residence of the Insured Person or the registered office of the Policyholder, and in Europe and in the countries of the Mediterranean basin, unless otherwise provided for in the Schedule.

**For foreign registered vehicles, regardless of their category, these guarantees only work in Portugal**

The guarantees of this Contract shall not apply in countries where, for reasons of force majeure, not ascribable to the Insurance Company, it becomes impossible to provide the services arising therefrom.

**TRAVEL ASSISTANCE SCHEDULE – TAXIS**

<b>GUARANTEES OF ASSISTANCE TO THE INSURED PERSONS AND THEIR LUGGAGE</b>	<b>LIMITS</b>
Medical transport or repatriation of injured and ill	Unlimited
Accompaniment during medical transport or repatriation	Unlimited
Accompaniment of the hospitalised Insured Person - Per day - Maximum compensation	<b>75 €</b> <b>750 €</b>
Roundtrip ticket and stay for a family member - Ticket - Stay	Unlimited <b>75 €/day (maximum: 750 €)</b>
Extension of the stay at the hotel abroad	<b>75 € /day (maximum: 750 €)</b>
Transport or repatriation of the Insured Person	Unlimited
Medical, surgical, pharmaceutical and hospitalisation costs abroad - Compensation limit per person and per trip - Maximum limit	<b>6 000 €</b> <b>24 000 €</b>
Transport or repatriation of deceased persons and of accompanying Insured Persons - Casket - Transport of a family member - Accommodation costs of a family member that goes to the burial place	Unlimited <b>500 €</b> Unlimited <b>75 €/day (maximum: 750 €)</b>
Supervision of children abroad	Unlimited
Early return	Unlimited
Location and sending of urgent medication abroad	Unlimited
Assistance and transport of stolen or lost luggage and personal items	Unlimited
Advance payment of funds abroad - Limit per person and per trip - Maximum limit per claim	<b>3 000 €</b> <b>9 000 €</b>
Payment of communication costs	Unlimited
Telephone medical counselling	Unlimited

**TRAVEL ASSISTANCE SCHEDULE – TAXIS (continuation)**

<b>GUARANTEES OF ASSISTANCE TO THE INSURED VEHICLE AND ITS OCCUPANTS</b>	<b>LIMITS</b>
On-site breakdown assistance or towage of the vehicle as a consequence of breakdown or accident	<b>500 €</b>
Transport or repatriation and collection of the vehicle - Transport - Collections - Total Loss	Unlimited <b>300 €</b> <b>400 €</b>
Reimbursement of towage in case of theft or robbery	<b>400 €</b>
Removal or extraction of the insured vehicle	<b>150 €</b>
Costs with transport to retrieve the insured vehicle	Unlimited
Sending of a professional driver	Unlimited
Sending of replacement parts	Unlimited
Replacement of wheels in case of punctured tires - Collections	<b>300 €</b> <b>250 €</b>
Costs of stay at a hotel while the vehicle is under repair - Limit per insured person	<b>75 €/day (maximum: 750 €)</b>
Transport, repatriation or continuation of the trip by the occupants of a vehicle that sustained a claim, breakdown or theft/robbery - Transport - Rental of vehicle	Unlimited <b>250 €</b>
Transport of personal luggage	Unlimited
Advance payments to cover bails (only abroad) - Costs of the proceedings - Provisional release	<b>750 €</b> <b>3 000 €</b>
Payment of communication costs	Unlimited
Provision of coordinated transport service - Compensation limit per day of delay	50€/day

**Remark: For the purposes of article 37 of the Legal Framework of the Insurance Contract (Executive-law 72/2008, of 16 April 2008) we call your attention for the importance of the text in bold.**

**Seguradoras Unidas, S.A.**  
HEADQUARTERS Av. da Liberdade, 242  
1250-149 LISBOA  
Share capital 182 000 000 € (paid 84 000 000 €)  
Unique Registration number CRC Lisboa NIPC 500 940 231

**Costumers Line**  
**E** clientes@tranquilidade.pt  
**W** tranquilidade.pt  
**P** 211 520 310

## REFERENCE INDEX

This is the correspondence between the definitions in Portuguese and English, for a better comprehension of this Contract

<b>ENGLISH → PORTUGUESE</b>	
BODILY INJURY	DANO CORPORAL
CLAIM	SINISTRO
DEDUCTIBLE	FRANQUIA
INSURED	SEGURADO
INSURANCE COMPANY	SEGURADOR
MATERIAL DAMAGE	DANO MATERIAL
POLICY	APÓLICE
POLICYHOLDER	TOMADOR DO SEGURO
THIRD PARTY	TERCEIRO

<b>PORTUGUESE → ENGLISH</b>	
APÓLICE	POLICY
DANO CORPORAL	BODILY INJURY
DANO MATERIAL	MATERIAL DAMAGE
FRANQUIA	DEDUCTIBLE
SEGURADO	INSURED
SEGURADOR	INSURANCE COMPANY
SINISTRO	CLAIM
TERCEIRO	THIRD PARTY
TOMADOR DO SEGURO	POLICYHOLDER