General and Special Terms and Conditions

# Auto Insurance

## Índice

# GENERAL TERMS AND CONDITIONS

## PART I: COMPULSORY AUTOMOBILE CIVIL LIABILITY INSURANCE

### Preliminary Clause

1. Between Mudum - Companhia de Seguros, S.A., hereinafter referred to as the Insurance Company, and the Policyholder mentioned in the Specific Terms and Conditions, an insurance contract is established that is governed by these General Terms and Conditions and the Specific Terms and Conditions, and also, if agreed, by the Special Terms and Conditions.
2. This contract is personalised in the Specific Terms and Conditions, with, among others, the identification of the parties and their legal domicile, the data of the Insured Person, the data of the Insurance Company's representative for the purpose of claims, and the determination of the premium or the formula for its calculation.
3. The Special Terms and Conditions shall establish coverage for other risks and/or guarantees beyond those in the General Terms and Conditions, and must be specifically identified in the Specific Terms and Conditions.
4. The Special Terms and Conditions shall establish coverage for other risks and/or guarantees beyond those in the General Terms and Conditions, and must be specifically identified in the Specific Terms and Conditions.
5. The provisions of the previous paragraph shall not apply to advertising messages whose broadcasting ended more than one year prior to signing the contract, or when those messages establish a specific term for the contract and the contract was signed outside of that term.
6. The policy indicates the Insurance Company's website where the text of Chapter III, Title II of Decree-Law no. 291/2007 of 21 August is made available in an easy, free and printable form.

# **CHAPTER I –** DEFINITIONS, OBJECT AND COVERAGE OF THE CONTRACT

## Clause 1 - Definitions

The following definitions shall apply for the purposes of this contract:

a) **Policy**, set of Conditions identified in the previous clause and in which the insurance contract is formalised;

b) **Insurance Company** entity legally authorised to provide the Compulsory Automobile Civil Liability Insurance, who undersigns this Contract;

c) **Policyholder**, the person or entity that signs the contract with the Insurance Company and is responsible for the payment of the premium;

d) **Insured Person** the person or entity holding the insured interest;

e) **Third party** a party who, due to an accident claim covered by this contract, incurs damages subject to remedy or compensation pursuant to the terms of civil law and this policy;

f) **Accident claim**, total or partial occurrence of an event resulting in the activation of coverage for a risk referred to in the contract (an event or series of events resulting from the same occurrence shall be considered a single accident claim);

g) **Personal injury**, loss resulting from injury to physical or mental health;

h) **Material damage,** loss resulting from injury to mobile, immobile or animal property;

i) **Deductible,** amount of the claim settlement under the insurance contract that is not the responsibility of the Insurance Company.

## Clause 2 - Contract Purpose and Coverage

1. **The purpose of this contract is to comply with the compulsory automobile civil liability insurance under article 4 of Decree Law no. 291/2007 of 21 August.**

**2. This contract shall cover, up to the limits and legally established terms and conditions:**

**a) Civil liability of the Policyholder, vehicle owner, usufructuary, purchaser with retention of title or lessee under a financial lease, together with lawful policyholders and drivers, for personal injury or material damages caused to third parties;**

**b) Payment for compensation due from the perpetrators of theft, robbery, unlawful use of vehicles or fraudulent traffic accidents.**

## Clause 3 - Territorial and time scope

**1. This contract shall apply to civil liability arising from accidents occurring:**

**a) In all territories of the countries whose national insurance bureaus are a party to the agreement between national insurance bureaus, including the vehicle's stay in any of these over the term of the contract;**

**b) In the pathway directly connecting two territories subject to the Agreement on the European Economic Area, when lacking a national insurance bureau.**

**2. The countries referred to in a) of the previous paragraph are, specifically, the European Union Member-States, other countries belonging to the European Economic Area (Iceland, Liechtenstein and Norway), and Switzerland, Croatia, the Faeroe Islands, Channel Islands, Gibraltar, Isle of Man, Republic of San Marino, Vatican City and Andorra, together with other countries whose national insurance bureaus are parties to the above-mentioned agreement and are referred to in the contract or respective supporting documentation.**

**3. The contract may also include civil liability arising from the vehicle's use in other territories beyond those referred to in (1), specifically in territories of states where a national insurance bureau exists that is a party to section II to the regulations attached to the agreement between national insurance bureaus,**

**provided that it is guaranteed by an international insurance certificate ("green card") valid for driving in these countries.**

4. **This contract shall cover civil liability for accidents occurring during the contract's duration, pursuant to applicable legal terms.**

## Clause 4 - Material scope

1. **This contract shall cover:**
   a) **For accidents occurring in the Portuguese territory, the obligation to provide compensation under civil law;**

   b) **For accidents occurring in other territories of countries whose national insurance bureaus are parties to the agreement between national insurance bureaus, the obligation to provide compensation under the law applicable to the accident which, for accidents occurring in territories subject to the Agreement on the European Economic Area, shall be replaced by Portuguese law whenever this provides for higher coverage;**

   c) **For accidents occurring in the pathway referred to in paragraph 1 b) of the previous clause, only damages for residents in Member-States and countries whose national insurance bureaus are parties to the agreement between national insurance bureaus, and pursuant to the terms of Portuguese law.**

2. **This contract shall cover damages suffered by pedestrians, bicyclists and other non-motorised users of roads when and insofar as the law applicable to civil liability arising from the automobile accident establishes compensation for these damages.**

## Clause 5 - Exclusions from Mandatory Coverage

1. **Any personal injuries incurred by the driver of the insured vehicle responsible for the accident, together with any damages arising therefrom, shall be excluded from the compulsory insurance cover.**
2. **Any material damages caused to the following persons shall also be excluded from the compulsory insurance cover:**
   a) **Driver of the vehicle responsible for the accident;**
   b) **Policyholder;**
   c) **All persons whose liability is guaranteed under legal terms, namely as a result of co-ownership of the insured vehicle;**
   d) **Companies or legal representatives of legal persons responsible for the accident, when performing their duties;**
   e) **Spouse, ancestors, descendants or adoptees of the persons referred to in a) through c), together with other relatives and kin up to the third degree of these same persons, but only when they co-inhabit or live in their custody in the latter case;**
   f) **Persons who, pursuant to the terms of articles for 495, 496 and 499 of the Civil Code, benefit from a claim to compensation arising from ties to any of the persons referred to in the previous paragraphs;**
   g) **Passengers, when transported in violation of the rules concerning the transport of passengers in the Highway Code, particularly when subject to special schemes for the transportation of children, transportation outside of seats and transportation in motorcycles, tricycles, quadricycles and mopeds.**
3. **In the case of death of any of the persons referred to in e) and f) of the previous paragraph as a result of the accident, any compensation to the person responsible for the accident shall be excluded.**
4. **The following shall also be excluded from the compulsory insurance cover:**
   a) **Damages caused to the insured vehicle;**

**b) Damages caused to property transported in the insured vehicle, whether occurring during transportation or during loading and unloading;**

**c) Any damages caused to third parties as result of loading and unloading;**

**d) Damages directly or indirectly caused by explosion, the release of heat or radiation originating from the decay or fusion of atoms, artificial particle acceleration or radioactivity;**

**e) Any damages occurring during sports events and their respective official training, except in the case of insurance for athletic competitions, in which case these General Terms and Conditions shall apply, with the necessary adaptations provided for by the parties.**

**5. In the event of theft, robbery, unlawful use of vehicles or fraudulent traffic accidents, the insurance shall not guarantee compensation due from the perpetrators and accomplices to the owner, usufructuary, purchaser with retention of title or lessee under a financial lease, nor to the perpetrators and accomplices or to passengers transported having knowledge of the unlawful possession of the vehicle and being transported in it on their own free will.**

## CHAPTER II – INITIAL AND SUBSEQUENT RISK STATEMENT

### Clause 6 - Obligation to provide an initial risk statement

1. **The Policyholder or the Insured Person is obliged, before signing the contract, to accurately declare all circumstances that they are aware of and reasonably consider to be significant for the risk assessment by the Insurance Company.**
2. **The provisions set forth in the previous paragraph are also applicable to circumstances whose reference is not requested in a questionnaire eventually provided by the Insurance Company for this purpose.**

3. **An Insurance Company that has accepted the contract, except in the event of fraud by the Policyholder or Insured Person aimed at obtaining an advantage, may not make use of:**
   a) **The omission of responses to questions on the questionnaire;**
   b) **Inaccurate responses to questions stated in overly generalised terms;**
   c) **Inconsistencies or clear contradictions in questionnaire responses;**
   d) **Any fact that its representative knows is inaccurate or has been omitted at the time of signing the contract;**
   e) **Circumstances known by the Insurance Company, particularly those which are publicly known.**
4. **Prior to signing the contract, the Insurance Company shall inform the Policyholder or Insured Person of the obligation referred to in paragraph 1, together with the procedure in the event of breach, under penalty of being held civilly liable in general terms.**

## Clause 7 - Fraudulent breach of the obligation to provide an initial risk statement

1. **In the event of fraudulent breach of the duty referred to in paragraph 1 of the previous clause, the contract shall be cancelled through a declaration sent by the Insurance Company to the Policyholder.**
2. **If there have been no claims, the notice referred to in the previous paragraph shall be sent within three months of becoming aware of the breach.**
3. **The Insurance Company shall not be obliged to cover accident claims occurring prior to becoming aware of the fraudulent breach referred to in paragraph 1, or within the time period referred to in the previous paragraph, subject to the general cancellation scheme.**

4. **The Insurance Company shall be entitled to the premium due through the end of the time period referred to in paragraph 2, except in the case of fraud or gross negligence on the part of the Insurance Company or its representative.**
5. **In the event of fraud by the Policyholder or Insured Person aimed at obtaining an advantage, the premium shall be due until the end of the contract.**

## Clause 8 - Negligent breach of the obligation to provide an initial risk statement

1. **In the event of negligent breach of the obligation referred to in Clause 5(1), the Insurance Company may, via notice sent to the Policyholder within three months of becoming aware of the breach:**
   a) **Propose a contractual amendment establishing a time period of at least 14 days to provide written acceptance or, if admissible, a counterproposal;**
   b) **Terminate the contract, by demonstrating that under no circumstances shall it sign contracts to cover risks related to the omitted or inaccurately stated fact.**
2. **The contract shall become null and void 30 days after sending the notice of termination, or 20 days after the Policyholder's receipt of the proposed amendment, if the latter fails to respond or rejects it.**
3. **In the case referred to in the previous paragraph, the premium shall be reimbursed on a pro rata temporis basis based on the coverage provided.**
4. **If, before the termination or amendment of the contract, a claim occurs whose occurrence or consequences were influenced by a fact subject to negligent inaccuracies or omissions:**
   a) **The Insurance Company shall cover the claim proportionally to the difference between the premium paid and the premium that would be due if, at the time of signing the contract, the Insurance Company had been aware of the omitted or inaccurately stated fact;**

b) By demonstrating that under no circumstances would it have signed the contract if it had been aware of the omitted or inaccurately stated fact, the Insurance Company shall not cover the claim, and shall only be obliged to reimburse the premium.

## Clause 9 - Aggravation of risk

1. The Policyholder or the Insured Person shall, during the performance of the contract, within 14 days of becoming aware of the fact, communicate to the Insurance Company all the circumstances that aggravate the risk, provided that they, if known to the Insurance Company at the time the contract was concluded, could have influenced the decision to enter into the contract or to the terms of the contract.
2. Within 30 days of becoming aware of the aggravation of risk, the Insurance Company may:
   a) Submit a proposal to modify the contract to the Policyholder, who shall accept or refuse it within the same time period, at the end of which the proposed amendment shall be considered tacitly accepted;
   b) Terminate the contract, by demonstrating that under no circumstances shall it sign contracts to cover risks with the characteristics resulting from this aggravation of risk.
3. The termination shall take effect 15 days after the date of its communication.

## Clause 10 - Aggravation of risk and accident claim

1. If, prior to the termination or amendment of the contract pursuant to the terms of the above clause, an accident claim occurs whose occurrence or consequences were influenced by the aggravation of risk, the Insurance Company:

**a) Shall cover the risk by effecting the agreed payment if the aggravation has been correctly and promptly reported before the claim or before the expiry of the period provided for in paragraph 1 of the previous clause;**

**b) Shall partially cover the risk, reducing its payment proportionally between the premium actually charged and the premium that would be due according to the actual circumstances of the risk, if the aggravated risk was not properly and promptly notified prior to the accident claim;**

**c) May refuse coverage in the event of fraudulent conduct of the Policyholder or the Insured Person for the purpose of obtaining an advantage, while retaining the right to expired premiums.**

**2. In the situation provided for in subparagraphs a) and b) of the previous paragraph, if the aggravation of risk arises from an act of the Policyholder or the Insured Person, the Insurance Company is not obliged to pay the benefit if it proves that, under any circumstances, it has signed contracts covering risks with the characteristics resulting from such an aggravated risk.**

## **CHAPTER III –** PAYMENT AND ALTERATION OF PREMIUMS

### Clause 11 - Due date of premiums

1. Unless agreed otherwise, the initial premium or its first instalment shall be due on the date of signing the contract.
2. The subsequent instalments of the initial premium, the premium for subsequent annuities and the successive instalments thereof shall be due on the dates indicated in the respective payment notices, which may be up to eight days before the period of validity to which the premium relates.
3. The portion of the variable premium to adjust the amount and, when applicable, the portion of the premium for contractual amendments shall be due on the dates specified in the respective notices.

## Clause 12 - Coverage

**The coverage of risks shall depend on the prior payment of the premium.**

## Clause 13 - Notice of payment of premiums

1. **For the duration of the contract, the Insurance Company shall notify the Policyholder in writing of the value payable, payment method and payment location at least 30 days in advance of the due date of the premium or its instalments.**
2. This notice shall include a legible description of the consequences of failing to pay the premium or its instalments.
3. In insurance contracts with premium payments made in instalments of less than three months, and whose contractual documentation specifies the due dates of the premium's instalments and the values due, together with the consequences of failing to pay, the Insurance Company may choose not to send the notice referred to in paragraph 1; in such case, the Insurance Company shall be responsible for proving the issuance, acceptance and transmission of the contractual documentation referred to in this paragraph to the Policyholder.

## Clause 14 - Failure to pay premiums

1. Any failure to pay the initial premium or its first instalment before the due date shall result in the automatic termination of the contract beginning on the date it was signed.
2. Any failure to pay the subsequent annuities premium or its first instalment before the due date shall result in the contract not being renewed.
3. Any failure to pay shall result in the automatic termination of the contract on the due date of:
   a) An instalment of the premium over the course of an annuity;

b) An adjustment premium or part of a variable premium;

c) An additional premium resulting from a contractual amendment for subsequent aggravation of risk.

4. Any failure to pay an additional premium for a contractual amendment before its due date shall result in the annulment of the amendment, together with the reinstatement of the contract under the terms and conditions in effect prior to the amendment, unless it is impossible to continue the contract, in which case it shall be terminated on the due date of the unpaid premium.

### Clause 15 - Alteration of the premium

1. If there is no alteration of risk, the premium applicable to the contract may only be altered after the following annual expiry.
2. The alteration of the premium due to no claims bonuses or penalties due to accident claims, as governed in Chapter VIII, shall be applied on the expiry following the date of determining this fact.

## CHAPTER IV – ENTRY INTO FORCE, DURATION AND AMENDMENTS OF THE CONTRACT

### Clause 16 - Start of coverage and effects

1. The date and time of the initial coverage of risks shall be specified in the contract; the date shall be specified in the insurance's document of proof, pursuant to clause 12.
2. The provisions of the previous paragraph shall also apply to the entry into force of the contract, if different from the initial coverage of risks.

### Clause 17 - Duration

1. **The contract's duration, which may be for a fixed term (temporary insurance) or for one year with one-year renewals, shall be specified in the contract and in the insurance's document of proof.**
2. **The contract shall become null and void at midnight on its expiry date.**
3. **The renewal provided for in paragraph 1 shall not take place if either party terminates the contract at least 30 days before the date of renewal, or if the Policyholder fails to pay the premium.**

## Clause 18 - Termination of the contract

1. **The contract may be terminated by the parties at any time, with just cause, via registered mail.**
2. **The Insurance Company may not invoke the occurrence of an accident claim as just cause for the purposes of the previous paragraph.**
3. **The amount of the premium to be reimbursed to the Policyholder in the event of early termination of the contract shall be calculated proportionally to the period of time that would have elapsed from the termination date of the coverage until the expiry date of the contract, unless otherwise agreed under legal terms.**
4. **Whenever the contract is terminated, the Policyholder shall reimburse the Insurance Company for the insurance certificate and card, if these have a validity date after the termination, within 8 days of the termination's effective date.**
5. **The return of the documents referred to in the previous paragraph shall be a condition precedent for the reimbursement of the premium, except in the case of justified reasons impeding their return.**
6. **The termination of the contract shall take effect within 24 hours of its effective date.**

7. **Whenever the Policyholder is different from the Insured Person, the Insurance Company shall notify the Insured Person of the termination of the contract as soon as possible, and no later than 20 days after the non-renewal or termination.**
8. **The termination shall take effect 15 days after the date of its communication.**

## Clause 19 - Sale of vehicle

1. **The insurance contract shall be non-transferable in the event of vehicle's sale, and shall become null and void at midnight on the actual date of sale, unless used by the Policyholder to insure a new vehicle.**
2. **The Policyholder shall notify the Insurance Company in writing of the vehicle's sale, within 24 hours of the sale, accompanied by the provisional insurance certificate, civil liability certificate or notice/receipt and international insurance certificate ("green card").**
3. **In the event of breach of the obligation to provide notice referred to in the previous paragraph, the Insurance Company shall be entitled to compensation equivalent to the amount of the premium for the period of time between the vehicle's sale and the end of the corresponding insurance annuity, notwithstanding the contract becoming null and void, pursuant to the provisions of paragraph 1.**
4. **The parties may limit the penalty provided for in the previous paragraph according to the actual duration of the breach referred to therein.**
5. **In the notice to the Insurance Company of the vehicle's sale, the Policyholder may request the suspension of the contract, until the vehicle is replaced, with a renewal of the policy's validity.**
6. **If the vehicle is not replaced within 120 days of the request for suspension, the policy's validity may not be renewed; as such, the contract shall be terminated from the start date of the suspension, and the amount of the premium to be**

**reimbursed by the Insurance Company shall be calculated in accordance with paragraph 3 of the above clause.**

### Clause 20 – Transfer of Rights

Unless agreed otherwise, the death of the Policyholder shall not cause the contract to expire; the Policyholder's heirs shall assume the respective rights and obligations pursuant to the law.

## CHAPTER V - PROOF OF INSURANCE

### Clause 21 – Proof of Insurance

1. The following shall constitute documents of proof of this insurance contract:
   a) For vehicles normally based in Portugal, the international insurance certificate (green card), provisional certificate, notice/receipt or civil liability certificate, when valid;
   b) For vehicles normally based outside of the territory of the European Economic Area, the above documents plus the frontier insurance certificate, when valid.
2. For contracts whose premium payments are made in instalments of less than four months, and in which the Insurance Company has chosen the automatic issuance of provisional certificates only, the Policyholder shall be entitled to request the issuance of an international insurance certificate, to be issued within five working days at no additional charge.

### Clause 22 – Intervention of insurance broker

1. No insurance broker shall be authorised, on behalf of the Insurance Company, to enter into or terminate insurance contracts, contradict or change the obligations arising therefrom or validate additional statements, except as provided for in the following paragraphs.

2. Insurance brokers who have been granted the necessary rights by the Insurance Company, in writing, may enter into insurance contracts, contract or change the obligations arising therefrom or validate additional statements on behalf of the Insurance Company.
3. Notwithstanding the requirements of specific powers on the part of the insurance broker, the insurance shall be considered effective where there are weighty reasons, objectively assessed, taking into account the circumstances of the case, which justify the confidence of the Policyholder in good faith in the legitimacy of the broker, provided that the Insurance Company has also contributed to establishing the trust of the Policyholder.

## **CHAPTER VI –** MAIN INSURANCE PAYMENT FROM INSURANCE COMPANY

### Clause 23 - Limits of insurance payment

1. **The Insurance Company's liability shall always be limited to the maximum amount established in the Specific Terms and Conditions of the policy, regardless of the number of persons injured in an accident, and at all times shall be at least equivalent to the minimum compulsory insured amount.**
2. **Unless otherwise agreed in the Specific Terms and Conditions:**
   a) **When compensation for the injured equals or exceeds the insured amount, the Insurance Company shall not be responsible for legal expenses;**
   b) **When compensation for the injured is less, the Insurance Company shall be responsible for compensation and for these same expenses up to the limit of the insured amount.**

### Clause 24 - Deductible

1. **By express agreement, the Policyholder or Insured Person may assume responsibility for a part of the compensation due to third parties; however, this limitation of coverage may not be enforceable against these third parties.**
2. **In the event of a request for third-party compensation, the Insurance Company shall be fully responsible for the compensation due, notwithstanding its entitlement to reimbursement for amounts due, pursuant to paragraph 1, for the applicable deductible.**

## Clause 25 – Multiple insurance policies

If several different insurance policies exist for the same vehicle, the insurance policy for sports events shall, for all legal purposes, be held initially liable for coverage, followed respectively by the garage insurance, driver insurance, residual contract signed pursuant to the terms of article 6, paragraph 2 of Decree Law no. 291/2007 of 21 August, the vehicle owner's insurance or other legally bound insurance policies, in that order.

## Clause 26 – Insufficiency of insured value

1. If several persons injured in the same accident claim are entitled to compensation which, in total, exceeds the insured amount, the rights of the injured parties against the Insurance Company shall be reduced proportionally until the insured amount is reached.
2. If the Insurance Company, in good faith and without knowledge of other injured parties, pays compensation to an injured party that exceeds the entitled amount pursuant to the terms of the previous paragraph, the Insurance Company shall not be held liable to other injured parties above and beyond the remainder of the insured amount.

## **CHAPTER VII** OBLIGATIONS AND RIGHTS OF THE PARTIES

### Clause 27 - Obligations of the Policyholder and the Insured Person

1. **In the event of an accident claim covered under this contract,the Policyholder or the Insured Person, under penalty of responsibility for losses and damages, shall undertake:**

    a) **To notify the Insurance Company of the event in writing as soon as possible, and always within eight days of the event's occurrence or knowledge of its occurrence, providing all relevant clarifications, documentary proof and/or witness statements to properly determine liability;**

    b) **To take all measures within his or her power to avoid or limit the consequences of the accident;**

    c) **To provide all relevant information requested by the Insurance Company concerning the accident claim and its consequences.**

2. **The notice of the accident claim referred to in a) of the previous paragraph shall be done on the form provided by the Insurance Company or available at its website, or by any other means of communication that may be used without the simultaneous physical presence of the parties, provided that it allows for a written or permanent record.**

3. **The liability for losses and damages referred to in paragraph 1 shall not apply when the Insurance Company becomes aware of the accident via other means during the 8-day period referred to in a), or the party obliged to provide notice proves that he or she could have not reasonably done so prior to the time that he or she did.**

4. The Policyholder and the Insured Person may not, under penalty of responsibility for losses and damages:

    a) Settle the compensation out of court or provide money on behalf of, in the name of or under the Insurance Company's liability, without its express authorisation;

b) Allow for, including through omission or negligence, a favourable ruling to a third party or, without immediate disclosure to the Insurance Company, any judicial proceedings brought against it due to an accident claim covered by the policy;

**c) Prejudice the Insurance Company's right of subrogation in the Insured Person's rights against the third party responsible for the accident, arising from its coverage of the accident claim.**

**Subrogation shall only operate in respect of fixed pecuniary benefits unless otherwise agreed.**

## Clause28 – Repayment obligation by the Insurance Company of expenses incurred in the removal and mitigation of the claim

1. The Insurance Company pays the Policyholder or the Insured Person the expenses incurred in compliance with the duty established in paragraph 1 b) of the previous clause, provided that they are reasonable and proportionate, even if the methods used prove 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 Person requires reimbursement, the circumstances do not prevent it, and the claim is covered by the insurance.
3. The amount payable by the Insurance Company pursuant to the terms of paragraph 1 shall be subtracted from the available insured amount, except when involving expenses to fulfil specific instructions of the Insurance Company, or when covered separately under the contract.

## Clause 29 - Obligations of the Insurance Company

1. The Insurance Company shall replace the Insured Person in the amicable or litigious settlement of any accident claim which, under this contract, occurs over its duration, subject to the direct action of injured third parties or their respective heirs.
2. The Insurance Company shall notify the Policyholder of claims brought by third parties, expressly stating that, if it fails to report the accident claim, it shall be subject to the penalty

provided for at the end of article 34, paragraph 3 of Decree Law no. 291/2007 of 21 August, or other penalty provided for in the contract.

3. The Insurance Company shall provide the Policyholder and Insured Person with all clarifications needed to properly understand the procedures to be used in the event of an accident claim, providing written information on the deadlines undertaken, bearing in mind the type of accident claim.

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

The Insurance Company shall notify the Policyholder and the Insured Person when they are subject to a code of conduct, convention or agreement between Insurance Companies for the purpose of settling accident claims, namely those aimed at streamlining procedures, identifying the respective underwriters and providing the clarifications needed or appropriate to properly understand their application.

## Clause 31 – Right of recourse of the Insurance Company

Once compensation has been paid, the Insurance Company shall only have the right of recourse:

a) Against a fraudulent perpetrator of the accident;

b) Against the perpetrators and accomplices of theft, robbery or unlawful use of the vehicle which caused the accident and, on a secondary basis, the driver of the vehicle subject to such crimes who should be aware of them, and fraudulent perpetrator of the accident;

c) Against a driver who caused the accident and was driving with a blood alcohol limit higher than that legally permitted, or admitting consumption of narcotics or other drugs or toxic products;

d) Against drivers not legally qualified to drive, or having abandoned the injured party;

e) Against the party civilly liable for damages caused to third parties due to falling cargo from improper storage;

f) Against parties failing to fulfil the obligation of civil liability insurance for garages;

g) If the vehicle is in the custody of the garage, against civil liability for damages caused by the vehicle’s use outside of the scope of professional garage activities;

h) If the vehicle is in the custody of the garage, and by secondary application to the right referred to in b), against the person responsible for safekeeping whose negligence resulted in the crime of theft, robbery or unlawful use of the vehicle which caused the accident;

i) Against civil liability for damages caused to third parties from the use or driving of vehicles failing to meet legal obligations of a technical nature with regard to the vehicle’s safety condition, insofar as the accident was caused or aggravated by the vehicle's improper functioning;

j) Particularly with regard to the provisions of the previous paragraph, against the party responsible for the vehicle’s periodic inspections who, during the insurance contract’s duration, fails to fulfil the obligation of periodic inspection renewals, insofar as the accident was caused or aggravated by the vehicle's improper functioning.

## **CHAPTER VIII –** BONUSES OR PENALTIES DUE TO ACCIDENT CLAIMS

### Clause 32 - Benefits or penalties to premiums due to accident claims

1. No claims bonuses and penalties due to accident claims (bonus/malus) shall be governed by the table and provisions in Annexes A1 and A2 to these General Terms and Conditions.

2. For the purposes of applying the benefit/penalty scheme, only accident claims resulting in the payment of compensation or establishment of a provision (and, in the latter case, provided that the Insurance Company has assumed the corresponding liability) shall be considered.

3. If a provision is established, the Insurance Company may suspend the awarding of a bonus for a maximum period of two years, at the end of which it shall be returned and the original rate resumed, without prejudice to the Policyholder, if the Insurance Company has not meanwhile assumed liability to third parties.

### Clause 33 - Accident claim record

The Insurance Company shall provide the Policyholder with a record for the past five years of the contractual relationship showing the existence or absence of accidents involving civil liability caused by the vehicle or vehicles covered by the insurance contract:

**a) Whenever so requested, within 15 days of the request;**

**b) Whenever the contract is terminated on its own initiative, at least 30 days before the termination date.**

## CHAPTER IX – MISCELLANEOUS PROVISIONS

### Clause 34 - Communications and notices between the parties

1. The communications or notices of the Policyholder or the Insured Person provided for in this policy shall be considered valid and effective if they are made to the head office of the Insurance Company or branch, as the case may be.
2. Communications and notices made pursuant to the terms of the previous paragraph to the address of the Insurance Company's representative outside of Portugal related to claims covered by this policy shall also be considered valid and effective.
3. Communications under this contract shall be made in writing or by other means that ensure they are permanently set on record.
4. The Insurance Company shall only be obliged to send the communications provided for under this contract if the recipient is duly identified in the contract; such notices shall be considered valid and effective when made to the address shown in the policy.
5. For the purposes of Title II, Chapter III of Decree Law no. 291/2007 of 21 August, the Insurance Company may use any means providing a permanent record, if authorised to do so pursuant to the terms of the law.

## Clause 35 - Complaints and arbitration

1. Complaints may be submitted within the scope of this contract to the Insurance Company departments shown in the contract, and to the Insurance and Pension Funds Supervisory Authority (www.asf.com.pt).
2. Any disputes arising from this contract may be settled by arbitration, pursuant to the terms of the law.

## Clause 36 - Governing law

The governing law for settling any disputes arising from this contract shall be that established by civil law.

## Clause 37 - International Sanctions

1. **Mudum - Companhia de Seguros, S.A., complies with the legislation and rules regarding international sanctions, defined by laws or restrictive measures that impose economic, financial or commercial sanctions (including any sanctions or measures related to an embargo, a blockage of economic assets or resources, restrictions on transactions with natural or legal persons, or related to certain goods or territories) issued, administered or executed by the United Nations Security Council, the European Union, France, the United States of America (including, in particular, measures issued by the Foreign Assets Control Division or OFAC, under the Department of the Treasury) or any other competent authority having the power to issue such sanctions.**
2. **No payment can be made in relation to the performance of the insurance contract, if this violates the provisions mentioned in the previous paragraph, when applicable in accordance with the Portuguese legal system.**

mudum
Companhia de Seguros
GROUPE CRÉDIT AGRICOLE

# GENERAL TERMS AND CONDITIONS

## PART II: OPTIONAL MOTOR INSURANCE

### Preliminary Provision

Optional insurance shall be subject to the provisions of Part I of the General Terms and Conditions, Compulsory Automobile Civil Liability Insurance , insofar as they are not specifically regulated.

### Territorial Scope

Unless stipulated otherwise in the Special or Specific Terms and Conditions, the contracted coverage shall be subject to the territorial scope provided for in Clause 3 of Part I of the General Terms and Conditions of the Compulsory Automobile Civil Liability Insurance.

### General Coverage and Exclusions

#### 1. What is Covered

1.1 The Contract covers the risks foreseen in the Special Terms and Conditions expressly agreed to and described in the Specific Terms and Conditions;

1.2 The Contract can thus guarantee compensation, outside the scope of Compulsory Automobile Civil Liability Insurance, due to:

a) Optional Civil Liability;

b) Losses or damages to the insured vehicle;

c) Monetary losses associated with the insured vehicle;

d) Roadside assistance for persons and the vehicle;

e) Damages suffered by the occupants of the insured vehicle;

f) Other risks.

## 2. What is Not Covered

### 2.1 The Contract never covers damages:

**a) Caused intentionally with the vehicle and to the insured vehicle by the driver and other occupants, by the Policyholder, the Insured Person or by persons for whom they are civilly liable or who live with them in the same household;**

**b) Claims arising from the dementia of the driver of the vehicle, or when the driver is driving in beach of legislation applicable to driving under the influence of alcohol, narcotics, other drugs or toxic products. This exclusion shall not affect the rights of the Insured Person arising from the Theft or Robbery coverage, when contracted;**

**c) Arising from accidents in which the vehicle is driven by a person who is not legally qualified to do so. This exclusion shall not affect the rights of the Insured Person arising from the Theft or Robbery coverage, when contracted;**

**d) Personal injury or material damages caused by transported objects;**

**e) Caused by excess or poorly stored cargo, or by the transportation of objects or involvement in activities that jeopardise the vehicle's stability and control;**

**f) Caused to objects, goods or animals not included in the definition of "Pets" indicated in the Occupant Protection coverage, transported in the insured vehicle, even if they are the property of the respective passengers;**

**g) Occurring during loading and unloading of the insured vehicle;**

**h) Claims arising from a different service with a higher risk than that contracted in the Specific Terms and Conditions of this Contract;**

**i) Caused by the participation of the insured vehicle in sporting events, races, rallies, challenges, competitions or bets, or during the respective**

**training sessions;**

j) **As a result of driving in places recognised as not being accessible to the insured vehicle. This exclusion shall not affect the rights of the Insured Person arising from the Theft or Robbery coverage, when contracted;**

k) **Occurring when the insured vehicle is being used for the transportation of hazardous materials, namely explosive materials, ammunition, incendiary materials and fireworks, compressed, liquefied or dissolved gases under pressure, materials that release flammable gases when in contact with water, materials subject to spontaneous combustion, flammable solids, combustible materials or materials that are poisonous, radioactive, corrosive, nauseating or susceptible to cause infection;**

l) **Caused by explosion, the release of heat or radiation originating from the decay or fusion of atoms, artificial particle acceleration or radioactivity;**

m) **Arising from accidents caused by the vehicle when the provisions on compulsory inspection or other provisions related to the approval of the vehicle have not been complied with, unless proof is provided that the accident was not caused or aggravated by the vehicle's poor condition, or by a cause related to the lack of approval;**

n) **Directly and exclusively originating from defects in construction, assembly, tuning, deficiency or poor maintenance of the vehicle;**

o) **From painting letters, drawings, emblems, allegorical stickers or advertising on the insured vehicle;**

p) **The Insurance Company shall not be obliged to pay any amount when the financing provided for in paragraph 1.3 of this chapter is refused by the bank due to credit restrictions;**

q) **The financing provided for in paragraph 1.3 of this chapter shall be**

**excluded in the event of Total Loss of the insured vehicle.**

**2.2 The Contract does not cover, unless expressly agreed otherwise in the Specific Terms and Conditions:**

**a) Damages caused intentionally or unintentionally by the occupants themselves or other persons, with any objects they wield or throw;**

**b) Damages caused directly by mud or tar to rims, inner tubes and tyres, sheet metal, paintwork or glass, except when resulting from an Impact, Collision or Rollover;**

**c) Damages caused by materials from roads under construction;**

**d) Claims caused by earthquakes, weather events, floods, landslides, hurricanes and other natural disasters, as well as fires resulting from these events;**

**e) Damages resulting from war, demonstrations, revolution, strikes, labour disturbances, acts of terrorism and vandalism, riots and/or actions of persons with malicious intent, whether or not they take part in changes to the public order, sabotage, force or power of authority, execution of martial law or usurpation of civil or military power;**

**f) Lost profits, consequential damages or lost benefits or results incurred by the Policyholder or the Insured Person due to deprivation of use, replacement expenses or depreciation of the insured vehicle, or arising from natural depreciation, wear and tear or consumption.**

## Life of the Contract

### 1. Contractual Amendments

1.1. The Policyholder may propose contractual amendments at any time. However, the Insurance Company reserves the right to refuse the proposed amendments, provided that they do not comprise any of the formulas provided for its commercialisation.

If accepted, the amendment will be recorded in an additional act;

1.2. Unless expressly agreed otherwise, and in the event of a reduction or cancellation of coverage:

a) When the reduction or cancellation is at the initiative of the Insurance Company, the latter shall reimburse the premium corresponding to the time not yet elapsed.

## 2. Aggravation of risk

2.1 In addition to the provisions of Clause 9 of Part I of the General Terms and Conditions, Compulsory Automobile Civil Liability Insurance, all information contained in the Insurance Proposal shall be deemed to influence the conditions of the Contract;

2.2 The Insurance Company reserves the right to accept or deny the proposed amendments and, if accepted, to change the stipulated premium. If accepted, the amendment will be recorded in an additional act.

In the case of non-acceptance, or if the Policyholder does not agree with the proposed premium increase, the Contract shall be terminated, in which case the Policyholder must be given 8 days' notice, and shall be entitled to receive the amount of the premium for the period not used;

2.3 If the Policyholder does not communicate this aggravation of risk within 8 days, or the Policyholder's statements are not correct, the insurance will continue, but in the event of a claim, the final compensation will be reduced proportionally to the difference between the premium actually charged and that which would have been charged for the aggravated risk.

In the event of fraud, or if the omissions or false statements influence the continuation of the Contract, the Contract will be automatically terminated from the date on which the communication should have been made, or from the date on which the false statements were provided, in which case the Insurance Company will be entitled to the premium.

## Insured Values and Deductibles Associated with Optional Coverage

## 1. Insured Value and Limits

1.1 The maximum amounts covered by the Insurance Company are set out in the Special and/or Specific Terms and Conditions;

1.2 In the event of an accident, damages to the vehicle's non-incorporated standard features, such as extras and options, are covered in accordance with the Special Terms and Conditions and up to the maximum limit set out in the Specific Terms and Conditions;

1.3 For the purposes of the previous paragraph, non-incorporated standard features include:

a) Options:

All "standard" equipment or features which, although incorporated into the vehicle at the factory, oblige the purchaser to make an additional payment to be added to the basic price of the version and model of the vehicle;

b) Extras:

All equipment or features incorporated into the vehicle by decision of the purchaser and not falling under the previous definition.

## 2. Deductibles associated with optional coverage

2.1 The agreed deductibles are stated in the Special and/or Specific Terms and Conditions;

2.2 The deductible shall always be subtracted at the time of payment of the compensation, even when the Insurance Company does so directly to the remedying or any other entity;

2.3 The deductibles applicable to Optional Insurance shall be those stipulated in the terms of the Special and/or Specific Terms and Conditions.

# Compensation in the event of an Accident Claim

## 1. Compensation for damages to the insured vehicle

Without prejudice to the provisions of the Special Terms and Conditions:

1.1 The Insurance Company may choose to repair the vehicle and/or its features, replace them or award compensation in cash;

1.2 The repairs shall be done to restore the damaged part of the insured vehicle to its condition before the accident;

1.3 Definition of Total Loss:

a) A vehicle involved in an accident is considered to be in a situation of total loss, in which the compensation obligation is fulfilled in cash and not by repairing the vehicle, when one of the following situations occurs:

I) The vehicle has disappeared or has been completely destroyed;

II) Repairs are found to be materially impossible, or technically inadvisable, because safety conditions have been seriously compromised;

III) If has been determined that the estimated value for repairing the damages suffered, plus the value of the salvage, exceeds 100% or 120% of the market value of the vehicle immediately before the accident, depending on whether the vehicle is less than or more than two years old, respectively.

b) The market value of the vehicle before the accident is calculated based on the market sale value before the accident;

c) The compensation amount for total loss is determined based on the vehicle's market value, calculated in accordance with the previous paragraph, minus the value of the respective salvage, if it remains in the owner's possession, in order to restore the condition that would have existed if the event requiring compensation had not occurred.

1.4 The following definitions shall apply for the purposes of calculating compensation:

a) New Value - Last new value closest to the date of the accident, according to the sales quotations of an independent entity mentioned in the Specific Terms and Conditions, plus the value of non-incorporated standard features (i.e. extras and options);

b) Acquisition Value - Value of the vehicle calculated in reference to the market value of a vehicle acquired on the date of the accident, at an age equivalent to that of the vehicle on the purchase date;

c) The market value of the vehicle may be increased by the market value of non-incorporated standard features (i.e. extras and options) up to the limit set out in the Specific Terms and Conditions;

d) For the purposes of determining the market sale value of the vehicle without non-incorporated standard features, the following rules will apply:

   I) In the first year of the vehicle's age, counted from the date of initial registration (Portuguese or foreign), the market value will be determined by applying a monthly depreciation coefficient to the quotation for the new value at the time of the accident, issued by the entity referred to in point a), in accordance with the table in the Specific Terms and Conditions;

   II) Between the 13th month (inclusive) and the end of the 120th month (inclusive), counted from the date of the initial registration, the sales prices of the entity referred to in point a) shall apply;

   III) From the 121st month (inclusive) counted from the date of the initial registration, the market value will be determined by applying the depreciation coefficient in the Specific Terms and Conditions to the last market value closest to the date of the accident published by the entity referred to in point a);

   IV) In the event that there is no sales quotation from the entity referred to in point a), the monthly depreciation coefficient shall apply, whatever the age of the vehicle at the time of the accident, in accordance with the table in the Specific Terms and Conditions.

e) Salvage - A motor vehicle which, as a result of an accident, has suffered damages that seriously compromise its safety conditions, and whose repair value is greater than 70% of the vehicle's market value on the date of the accident, and which becomes the property of an Insurance Company under this contract.

## Miscellaneous Provisions

### 1. Right of Recourse

Apart from the situations provided for in Clause 31 of Part I of the General Terms and Conditions, Compulsory Automobile Civil Liability Insurance, the Insurance Company's right of recourse shall continue against any person or entity, in all other cases where this right may legally exist.

### 2. Subrogation

**Once compensation has been paid, the Insurance Company shall be substituted in all rights, actions and remedies of the Insured Person against third parties responsible for the accident.**

**The Insured Person must do whatever is necessary to realise these rights, and will be held liable for any losses and damages if these rights are prevented or prejudiced.**

**Subrogation shall only operate in respect of fixed pecuniary benefits unless otherwise agreed.**

### 3. Contract vis-à-vis Other Persons - Creditors

3.1 If the Contract provides for a Creditor, it may only be amended or terminated after notice has been given to that Creditor at least 15 days prior to the effective date of such amendment or termination;

3.2 If compensation is paid to a Creditor, the Insurance Company may, at its discretion, demand that the payment be made under terms that validly allow the debt to be released in respect of the part related to the compensated amount.

### 4. Coexistence of contracts

If, on the date of the accident, there is more than one insurance contract covering the same risk, all the contracts are considered to have been entered into on the same date, and each Insurance Company shall be responsible for paying compensation proportional to the respective insured values.

## SPECIFIC CLAUSES

### Insured Object

The insured object of this Contract may only include trailers when expressly stipulated in the Specific Terms and Conditions.

The Compulsory Civil Liability coverage of this Contract shall apply even when the insured vehicle is towing the unit(s) indicated in the Specific Terms and Conditions, and extends to the specified trailer(s) when parked or unattached.

The rate conditions also include coverage for agricultural trailers or implements that can be attached to agricultural tractors, tillers and self-propelled agricultural machinery.

If the Contract includes Optional Coverage, it will only be extended to towed vehicles that are specifically mentioned in the Specific Terms and Conditions of the Policy.

## Risk characteristics

1. Usage Profile of the Insured Vehicle

For the purpose of determining the usage profile of the insured vehicle, professional use is defined as any use in which the vehicle's average annual mileage exceeds the number of kilometres stated in the Specific Terms and Conditions.

2. Main Vehicle Driver

The Main Driver is the person identified in this capacity in the Proposal and in the Specific Terms and Conditions, and must be the person who drives the insured vehicle on a regular basis, and more frequently than the other drivers also identified in the Policy.

## Premium payment in instalments

**In the event of a claim, the Insurance Company reserves the right to deduct outstanding annuity instalments, due or falling due, from the compensation payable to the Insured Person.**

## Entry into Force of Coverage

1. **Coverage for Impact, Collision and Rollover, Theft or Robbery, Fire, Lightning Strike or Explosion and Catastrophic Risks, Acts of Vandalism and New Value shall enter into force:**
   a) **On the start date of the policy, for new vehicles or vehicles purchased on that date, or transferred from another Insurance Company with the same coverages;**
   b) **30 days from the start date of the policy or inclusion in the policy, for all other cases.**
2. **For the remaining coverages, entry into force shall always occur on the start date of the policy or the effective date of its amendment.**

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# SPECIAL TERMS AND CONDITIONS

The General Terms and Conditions of Optional Motor Insurance shall apply to these Special Terms and Conditions.

## Optional Civil Liability

### 1. Definitions

For the purposes of covering this risk, Optional Civil Liability is defined as supplementary Civil Liability Coverage, in addition to the amount legally required as regards the obligation to insure.

### 2. What is Covered

This Special Condition will serve as a supplement to Compulsory Civil Liability coverage.

### 3. What is Not Covered

**The following damages are not covered:**

**a) Those suffered by the Policyholder, Insured Person or any other person whose Civil Liability is covered;**

**b) Those caused intentionally to third parties;**

**c) Those caused to persons carried in the case of a vehicle not officially authorised to transport people;**

**d) Those caused to third parties as a result of a traffic accident resulting from theft, robbery or unlawful use;**

**e) Those caused by a towed vehicle to a towing vehicle, or vice versa, even if the respective towing service coverage has been taken out;**

**f) Those related to the costs of defending the Insured Person in criminal proceedings and the payment of fines, penalties or sanctions imposed by the courts or competent authorities, as well as the consequences of not satisfying them;**

**g) Those caused under contractual civil liability;**

**h) Excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

### 4. Insured amount

**The insured amount for Civil Liability is that stated in the Specific Terms and Conditions, and includes the sums insured for Compulsory Civil Liability and Optional Civil Liability.**

### 5. Insufficiency of insured value

5.1. If several injured persons are entitled to compensation which, in total, exceeds the insured amount, the rights of the injured parties against the Insurance Company shall be reduced proportionally until the insured amount is reached;

5.2. If the Insurance Company, in good faith and without knowledge of other injured parties, pays compensation to an injured party that exceeds the entitled amount under the terms of the previous paragraph, the Insurance Company shall only be held liable to other injured parties up to the remainder of the insured amount.

## IMPACT, COLLISION AND ROLLOVER

### 1. Definitions

For the purpose of covering this risk, the following definitions shall apply:

a) Impact – Damages to the insured vehicle resulting from impact against any fixed body or suffered by it when stationary;

b) Collision - Damages to the insured vehicle resulting from collision with any other moving body;

c) Rollover - Damages to the insured vehicle resulting from a situation in which it loses its normal position, and is not the result of Impact or Collision.

### 2. What is Covered

The Insured Person shall be covered for damages to the insured vehicle as a result of Impact, Collision or Rollover.

## 3. What is Not Covered

**The following damages are not covered:**

**a) Resulting from the poor state of roads or tracks, when this does not result in impact, collision or rollover;**

**b) To rims, inner tubes and tyres, unless they are the result of impact, collision or rollover and when accompanied by other damages to the vehicle;**

**c) Excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

## Fire, Lightning Strike or Explosion and Catastrophic Risks

### 1. Definition

For the purpose of covering this risk, the following definitions shall apply:

a) Fire, Lightning Strike or Explosion - Damages to the vehicle resulting from the occurrence of any of these events, whether the vehicle is in motion or stationary, stored in a garage or any other location;

b) Storm – Occurrence of (1) typhoons, (2) cyclones, (3) tornadoes and (4) strong winds or collision of objects thrown or projected by them (where their violent action destroys or damages several buildings of good construction, objects or trees within a radius of 5 km surrounding the location of the insured vehicle);

c) Flood - Abnormal flooding of usually dry areas caused by:

- Waterspout or torrential rainfall - “precipitation of more than 10 millimetres in ten minutes in the rainfall gauge”;
- Burst pipelines, tanks, drains, dykes and dams.

d) Earth Movements – Landslides, subsidence, cave-ins, collapses and sinkings, due to geological phenomena. Phenomena occurring within 72 hours, and with the same origin, will be considered as a single accident.

## 2. What is Covered

2.1 This coverage provides the Insured Person with compensation for damages caused to the insured vehicle as a result of Fire, Lightning Strike or Accidental Explosion;

2.2 It also covers losses or damages to the insured vehicle resulting from:

a) Falling trees, roof tiles, chimneys, walls or urban buildings caused by storms;

b) Direct consequence of floods;

c) Direct consequence of earth movements.

## 3. What is Not Covered

**The following damages are not covered:**

**a) To equipment or to the electrical installation, which does not result from fire or explosion;**

**b) Those falling under Coverage for Acts of Vandalism, even if they result in fire or explosion;**

**c) Those caused directly by the action of the sea and other surfaces of natural or artificial maritime water of any nature;**

**d) Those caused by falling rain, snow or hail, when these agents penetrate the interior of the vehicle through doors, windows or sunroofs left open;**

**e) Those resulting from theft, robbery or unlawful use directly or indirectly related to the risks guaranteed by this coverage;**

**f) Those resulting from Seismic Phenomena, namely earth tremors, earthquakes, volcanic eruptions, tsunamis and underground fires, as well as fires resulting from these phenomena;**

**g) Excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

## Theft and Robbery

### 1. What is Covered

The Insured Person is guaranteed compensation for damages caused by theft, robbery or unlawful use (attempted, thwarted or consummated), this being defined as the disappearance, destruction or deterioration of the vehicle and/or its components (including electrical battery charging cables).

### 2. What is Not Covered

**The following damages caused by theft or robbery are not covered:**

**a) Arising from claims covered by the Catastrophic Risks coverage;**

**b) Caused to the following objects or components:**

- **Car radios;**
- **Radios without a code, removable plate, security card or similar protection device;**
- **Cassettes, compact discs, "mini-discs" or any other sound and image reproduction or storage media;**
- **Mobile phones, associated equipment or any other telecommunications devices;**
- **Rear-view mirrors.**

**c) Excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

### 3. Conditions of Coverage

3.1 In the event of Theft or Robbery, and if the Insured Person wishes to exercise his or her rights under the Contract, the Insured Person must immediately lodge a complaint with the competent authorities and take all steps within his or her power to find the vehicle and/or its components and the perpetrators of the crime;

3.2 In the event of Theft or Robbery leading to the disappearance of the vehicle, the Insurance Company undertakes to pay the compensation due after 60 days from the date of the claim report to the competent authority, if the vehicle has not been found by the end of this period;

3.3 In the event of Theft or Robbery, the Insured Person must justify the existence of the vehicle and/or its components, as well as its condition up to the time of the claim.

**4. Limits**

In the specific case of separate theft or robbery of the items listed below, the following rules apply:

4.1 With regard to a car radio and/or compact disc player, payment of compensation will be made on presentation of a receipt of purchase or other document proving ownership. The compensation amount, subject to the limit stipulated in the Specific Terms and Conditions, will be determined based on the replacement value of the device(s), minus the respective depreciation (1.5% per month, with a maximum of 80%);

4.2 With regard to rims, tyres and fog lights, compensation is subject to the limits set out in the Specific Terms and Conditions.

## Isolated window breakages

### 1. What is Covered

This provides the Insured Person with coverage for damages resulting from the breaking of the insured vehicle's windows for any cause not expressly excluded, provided that it does not fall under the coverages of Impact, Collision and Rollover; Fire, Lightning Strike or Explosion and Catastrophic Risks; Theft or Robbery; and Acts of Vandalism, and provided that an expert opinion is given, unless the Insurance Company waives this requirement.

### 2. What is Not Covered

**The following are not covered:**

**a) The breaking of any headlights, taillights and rear-view mirrors;**

**b) Damages consisting of scratches, scrapes, cracks or occurring as a result of assembly or disassembly;**

**c) Damages resulting from a defect in the product or its installation;**

**d) Damages excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

### 3. Limit

The amount to be compensated corresponds to the replacement value of the broken windows, with the maximum limit being the vehicle's market value at the time of the accident.

## Acts of Vandalism

### 1. What is Covered

The coverage extends to losses or damages caused directly to the insured assets as a result of:

a) Action of strikes, riots and other public order offences;

b) Acts of Terrorism – Acts with political, religious, ideological or ethnic motivations, committed with violence against persons or property of a public or private nature and aimed at influencing the acts of the Government or any public authorities, or causing a sense of fear and threat among the population;

c) Sabotage – acts of destruction, or that make it impossible to function or deviate from its normal purposes, definitively or temporarily, totally or partially, means or ways of communication, facilities of public services or intended for the supply and satisfaction of vital needs of the population, with the intention of destroying, altering or subverting the rule of law constitutionally established;

d) Acts of Vandalism or Malicious Acts – Voluntary acts of destruction of property by an individual or group of individuals and not included in the definitions contained in the previous paragraphs;

e) Acts carried out by any legally constituted authority, as a result of measures taken at the time of the occurrences mentioned in the previous paragraphs, for the safeguarding or protection of persons and assets.

**2. What is Not Covered**

**The following is not covered:**

**a) Isolated breakages of headlights, taillights and rear-view mirrors, even when caused by the events mentioned in the previous point;**

**b) Losses or damages resulting from theft, robbery or unlawful use after events falling within the scope of point 1 above and after earthquakes;**

**c) Damages excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

## Civil Liability Compensation Supplement

**1. What is Covered**

This coverage guarantees the payment of compensation in the event of an accident in which the following circumstances occur simultaneously:

a) An accident occurring within the scope of automobile civil liability, for which liability is attributed entirely to parties other than the Policyholder or the Insured Person;

b) Claim resulting in total loss of the insured vehicle.

**2. What is Not Covered**

**The following are not covered:**

**a) Claims in which the Policyholder or the Insured Person is liable;**

b) **Damages excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance;**

c) **Claims arising from the coverages of Theft or Robbery, Acts of Vandalism, Fire, Lightning Strike and Explosion and Catastrophic Risks.**

**3. Limit**

The compensation amount is determined according to the following rules:

a) During the first 24 months from the date of initial registration, and regardless of the amount received by the Insurance Company from the person responsible for the claim, the amount corresponds to the following:

- For new vehicles, the difference between the market value and the new value of the insured vehicle on the date of the accident;
- For used vehicles, the difference between the market value and the acquisition value of the insured vehicle on the date of the accident.

b) From the 25th month onwards, from the date of initial registration, the value corresponds to the percentage of the market value defined in the Specific Terms and Conditions.

## New Value

### 1. What is Covered

This coverage guarantees the payment of compensation in the event of an accident in which the following circumstances occur simultaneously:

a) Claims covered by Impact, Collision and Rollover; Fire, Lightning Strike or Explosion and Catastrophic Risks; Theft or Robbery and Acts of Vandalism;

b) Claim resulting in total loss of the insured vehicle.

### 2. What is Not Covered

**The following are not covered:**

**a) Claims occurring when the Insured Vehicle is more than 24 months from the date of its initial registration;**

**b) Damages excluded by the Special Terms and Conditions of the coverages of Impact, Collision and Rollover; Fire, Lightning Strike or Explosion and Catastrophic Risks; Theft or Robbery and Acts of Vandalism;**

**c) Damages excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance.**

### 3. Limit

The compensation amount is determined according to the following rules:

3.1 For the first 24 months from the date of initial registration:

a) For new vehicles, the difference between the market value and the new value of the insured vehicle on the date of the accident;

b) For used vehicles, the difference between the market value and the acquisition value of the insured vehicle on the date of the accident.

## Replacement Vehicle

### 1. Definitions:

For the purpose of covering this risk, the following definitions shall apply:

a) **Assistance Service** - entity that organises and provides the cash benefits or services under this Special Condition, on behalf of the Insurance Company and in favour of the Insured Persons.

b) **Traffic Accident** - any unforeseen, anomalous event that causes damages as a result of vehicles, people or animals travelling on public roads or public access roads.

c) **Actual Immobilisation Period** - time between the actual date of the stoppage of the Insured Vehicle and the date of its delivery by the workshop that carried out the repair.

d) **Actual Repair Time** - the workshop's servicing of the insured vehicle, convertible into labour hours actually taken to repair it, not including delays due to the workshop's unavailability to do the repair or a lack of parts.

e) **Recovery of the Stolen Vehicle -** the date from which the stolen vehicle is returned to the possession of the Policyholder or the Insured Person, or is placed at their disposal in Portugal.

## 2. What is Covered

2.1. The following coverage is guaranteed up to the limits defined in the Specific Terms and Conditions.

2.1.1 Replacement Vehicle for Breakdown

In the event of a breakdown that prevents the Insured Vehicle from being driven by its own means, and at the request of the Insured Person, the Assistance Service will organise and pay for the rental of a replacement vehicle for the Actual Immobilisation Period, up to the defined Capital Limits.

The replacement vehicle will be allocated taking into account:

a) The repair period stated in the repair estimate or work sheet.

b) The maximum number of days stated in the Specific Terms and Conditions.

The Insured Person shall be responsible for obtaining a repair estimate/work sheet for the insured vehicle, specifically stating the days of the Actual Immobilization Period, to be sent promptly to the Assistance Service.

The Insured Person shall be informed of the rental car agency for picking up and dropping off the vehicle, and shall not be provided transportation to this agency or from it to another location.

Provision of the replacement vehicle shall depend on the Assistance Service's receipt and confirmation of the repair estimate.

This coverage is guaranteed up to the Capital Limits set out in the Policy.

2.1.2 Replacement Vehicle for Traffic Accident

In the event of a traffic accident resulting in damages to the Insured Vehicle that cannot be repaired on the same day, the Assistance Service will provide the Insured Person with a replacement vehicle for the Actual Immobilisation Period.

The provision of a replacement vehicle shall be dependent on the Assistance Service's confirmation of the existence of damages and the impossibility of repairing it on the same day.

The maximum period for providing a replacement vehicle between the start of the Actual Immobilisation Period and the start of the repair is 5 consecutive days.

The provision of a replacement vehicle during the Actual Repair Time covered by this coverage is dependent on the receipt and confirmation of an expert opinion or repair estimate by the Assistance Service.

The Insured Person shall be informed of the rental car agency for picking up and dropping off the vehicle, and shall not be provided transportation to this agency or from it to another location.

2.1.3 Replacement Vehicle for Theft or Robbery

If the Insured Vehicle is covered against theft or robbery, and this is duly reported to the competent authorities, the Assistance Service will provide the Insured Person with a replacement vehicle.

The right to use the replacement vehicle shall end on the date the Recovery of the Stolen Vehicle, unless:

a) The Insured Vehicle has been recovered with damages, but can be driven by its own means, in which case the Assistance Service will assign a replacement vehicle for the Actual Repair Time, upon receipt and confirmation of an expert opinion or Actual Repair Time estimate;

b) If the Insured Vehicle cannot be driven by its own means, the Assistance Service will provide the replacement vehicle from the date of recovery until the end of the Actual Repair Time.

   In this case, the maximum period for the provision of a replacement vehicle is 5 consecutive days from the date of recovery to the start of the repair of the Insured Vehicle, and the provision of the replacement vehicle during the Actual Repair Time is dependent on the receipt and confirmation of a repair estimate by the Assistance Service.

The days referred to in points a) and b) above, combined with the days of provision of a replacement vehicle to the Insured Person until the recovery of the Insured Vehicle may not, under any circumstances, exceed the maximum limit provided for in the Specific Terms and Conditions.

The Insured Person shall be responsible for obtaining a repair estimate/work sheet for the insured vehicle, specifically stating the number of days for the repair, to be sent promptly to the Assistance Service.

If the Insurance Company pays compensation under theft and robbery coverage before the expiry of the maximum period for the provision of a replacement vehicle, the right to receive the replacement vehicle automatically ceases on the date on which this payment is made.

2.1.4 Replacement Vehicle for Acts of Vandalism and Fire and Catastrophic Risks

If the Insured Vehicle is covered against Acts of Vandalism and Fire and Catastrophic Risks, and is subject to a situation that falls under these coverages, the Assistance Service will provide a replacement vehicle during the Actual Immobilisation Period.

If damages resulting from Acts of Vandalism and Fire and Catastrophic Risks prevent the Insured Vehicle from driving by its own means, the start of the replacement vehicle service shall depend on the Assistance Service's confirmation of such damages.

The maximum period for providing a replacement vehicle between the start of the Actual Immobilisation Period and the start of the repair is 5 consecutive days.

The provision of a replacement vehicle during the Actual Repair Time under this coverage shall depend on the receipt and confirmation of the repair estimate by the Assistance Service.

The Insured Person shall be informed of the rental car agency for picking up and dropping off the vehicle, and shall not be provided transportation to this agency or from it to another location.

2.1.5 Replacement Vehicle for Total Loss

The Assistance Service shall provide 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 respective payment before the expiry of the maximum period for the provision of a replacement vehicle per the Specific Terms and Conditions, the right to receive the replacement vehicle shall automatically cease on that date.

The days provided for in this guarantee cannot be accumulated with the limits already used under a Replacement Vehicle for Traffic Accident, Theft or Robbery, Acts of Vandalism, Fire and Catastrophic Risks.

A Replacement Vehicle of a category and cylinder capacity equivalent to that of the Insured Vehicle is guaranteed, up to a maximum cylinder capacity of 2,500 CC.

### 3. Accidents

In the event of an accident, the Insured Person shall:

a) Immediately contact the Assistance Service, detailing the occurrence and providing all the information necessary to provide the assistance requested;

b) Follow the Assistance Service instructions and take all necessary measures possible to prevent the consequences of the accident from deteriorating;

c) Satisfy requests for information made at any time by the Assistance Service and promptly send them any warnings, summonses or quotations they receive;

d) Collect and provide the Assistance Service with the documents relevant to the enforcement of the responsibility of third parties, when applicable.

### 4. Miscellaneous Provisions

If rental agencies are unable to provide a vehicle with the category and cylinder capacity stated in the Specific Terms and Conditions, the Assistance Service will rent a vehicle with a lower category and cylinder capacity, and will exchange it as soon as possible.

Alternatively, and subject to the Assistance Service's approval, the Insured Person may rent a vehicle with these characteristics from another agency, for the days that the Assistance Service cannot guarantee the category and cylinder capacity stated in the Specific Terms and

Conditions, which will then be reimbursed up to the limits in the Specific Terms and Conditions, and upon delivery to the Assistance Service of the original invoice and receipt or cash sale document.

If it is objectively impossible to rent a replacement vehicle, the Assistance Service will compensate the Insured Person for the daily cost it would have incurred for the rental it contractually had to provide.

If the rental of a replacement vehicle subsequently becomes possible, the Assistance Service will provide a vehicle for the remaining number of days to which the Insured Person is entitled under this coverage.

The Insured Person shall always be informed of the rental car agency for picking up and dropping off the vehicle, and shall not be provided transportation to this agency or from it to another location.

The Insured Person or user of the replacement vehicle must fulfil legal and regulatory requirements in force for the rental of vehicles without drivers.

**5. Exclusions**

**Without prejudice to the General and Special Terms and Conditions, the Insurance Company shall also not be liable for payments relating to:**

a) **Theft or Robbery of the Insured Vehicle, if no claim report has been made to the authorities within 8 days of the date of the event;**

b) **Requests for replacement vehicles not resulting from a Claim expressly provided for in this contract;**

c) **Incidents, and their consequences, not verified by the Assistance Service;**

d) **Punctured tyres, loss or robbery of keys to the Insured Vehicle, fuel shortages and fuel changes;**

e) **Rentals not arranged by the Assistance Service;**

f) **Maintenance services for the Insured Vehicle;**

g) **Cleaning, upholstery replacement and other work not related to the occurrence that immobilised the Insured Vehicle;**

h) **Lack of parts, regardless of who is responsible (workshops, dealers, car makers or brands);**

i) **Transport to and from the rental car agency;**

j) **Breakdowns or damages caused to the replacement vehicle;**

k) **Unavailability of workshops to do repairs;**

l) **Clear unavailability on the part of rental agencies;**

m) **Fuel expenses for the replacement vehicle;**

n) **Deductibles, insurance and coverage for the replacement vehicle higher than, or in addition to, the deductibles, insurance and coverage applicable to the Insured Vehicle at the time of the claim;**

o) **Fuel deposits to be paid to car rental companies;**

p) **Penalties, fees, fines, tolls and parking charges while using the replacement vehicle;**

q) **Accidents resulting in isolated window breakages, except when the windshield is broken and the Insured Vehicle is immobilised;**

r) **Non-acceptance of the repair criteria for the Insured Vehicle by Assistance Service technicians and experts.**

## 6. Duration

Notwithstanding the provisions of Clause 17 of the General Terms and Conditions, coverage in relation to the Policyholder shall automatically expire on the date on which the Policyholder ceases to have their habitual residence or registered office in Portugal, or if their stay abroad exceeds 60 days per trip, or on the date on which the subscription is terminated.

## 7. Territorial Scope

Since the coverage is valid in Portugal, any replacement vehicles provided will be limited to the Portuguese territory;

However, in the event of an accident abroad, once the Insured Vehicle has been repatriated to Portugal, the terms of the condition defined herein shall apply.

## Roadside Assistance

### 1. Definitions

For the purpose of covering this risk, the following definitions shall apply:

a) **Insured Persons:**

- The Policyholder, his or her spouse or unmarried partner, ascendants and descendants up to the 2nd degree, stepchildren and adoptees of the Policyholder, who live with him or her and are dependent on him or her. The above-mentioned persons are always guaranteed assistance, even if they are travelling separately, and by any means of transport;
- The driver of the vehicle, when someone other than the Insured Person;
- The occupants of the vehicle, in the event of an accident. Occupants transported as hitchhikers are not covered by the guarantees of this coverage.

b) **Insured Vehicle** - the automobile covered by the Automobile Insurance Policy and designated as such in the Specific Terms and Conditions;

- **Vehicles used to transport animals, emergency vehicles, ambulances, taxis, vehicles used for the professional, individual and remunerated transport of passengers (namely TVDE ["Uber"]), rental vehicles, instruction vehicles and hearses are excluded.**

c) **Assistance Service** - entity that organises and provides the cash benefits or services under the Policy, on behalf of the Insurance Company and in favour of the Insured Persons.

d) **Damage** - offence affecting the health and/or property of Insured Persons and/or Third Parties.

e) **Dispute** – conflict between Insured Persons and Third Parties, arising from a claim covered by this Policy, subject to negotiation, judicial, arbitration or administrative resolution.

f) **Third party** – a legal entity, natural or legal person other than the Insurance Company, Policyholder, Underwriter and Insured Persons, which is the plaintiff or the defendant, as the case may be, of a claim covered by this Policy.

g) **Accident** – an event due to a sudden, external, fortuitous cause, unforeseen and independent of the will of the Insured Person, which produces personal injury, temporary or permanent incapacity, which can be clinically and objectively confirmed.

h) **Traffic Accident:** – a sudden, fortuitous event, outside of the Insured Person's will, occurring exclusively as a result of road traffic, whether or not the vehicle is in motion.

i) **Breakdown:** any sudden and unexpected failure of the Insured Vehicle, of mechanical or electrical origin, which causes immediate immobilisation.

j) **Roadside Assistance** – set of tasks to be carried out at the location of the Traffic Accident to restore the Insured Vehicle to its original working condition, provisionally or definitively, guaranteeing the appropriate safety standards. For safety reasons, the Insured Vehicle may have to be moved to a legally authorised parking area.

k) **Illness** – sudden, involuntary and unpredictable change in the health condition outside of the will of the Insured Person, which is not caused by an Accident, and with a diagnosis that is made and certified by a doctor who is legally qualified to practise the profession.

l) **Legal domicile** - the location duly indicated in the Specific Terms and Conditions of the Policy where the Policyholder:

- as a legal person, has established its effective registered office or branch; and
- location of the natural person's habitual residence, defined as the location where he or she normally resides, on a consistent and continuous basis, and where his or her domestic economy is established and organised.

m) **Abroad** – any country in the world, with the exception of the country where the Insured Person has his or her legal domicile.

n) **Theft** - illegitimate removal of an Insured Person's property by a third party, without the use of physical or moral coercion.

o) **Towing** - transfer of the Insured Vehicle from the location of the Traffic Accident or Breakdown to the location of repair or legal domicile, or alternatively to a collection point awaiting transport.

p) **Removal or Extraction** - the set of tasks needed to place the Insured Vehicle, without load, damaged by a rollover or a fall from a slope, on the road on which it was travelling, provided that it is a public or private road intended for vehicular traffic.

q) **Robbery** – illegitimate removal of the Insured Vehicle by a third party against the will of the Insured Person, whether or not it involves the use of force or violence.

r) **Actual Repair Time** - the time period, converted into a number of consecutive days, of the total labour hours needed for the workshop to repair the Insured Vehicle as stated in the respective quotation, excluding the workshop's unavailability and the lack of parts. For the purposes of this definition, any repair requiring up to 8 hours of labour is considered to correspond to 1 repair day.

## 2. Territorial Scope

2.1 The coverages in this Contract are valid:

2.1.1. In Europe, including the countries of the Mediterranean Basin, Morocco, Tunisia, Israel and Turkey, when the coverages provided for in the Special Condition of Assistance to the Insured Vehicle and the Special Condition of Legal Protection are activated;

2.1.2. Throughout the world, when the coverages provided for in the Special Condition of Assistance to the Insured Person are activated;

2.1.3. Except countries or territories subject to any sanction, prohibition or restriction imposed by United Nations resolution or by trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America that may limit the ability to provide the assistance service.

2.2 Notwithstanding the above, the coverages of this Policy shall not be provided in the following countries: North Korea, Syria, Belarus, Iran and the Russian Federation; as well as the following territories: Crimea, Donetsk, Luhansk, Zaporizhzhia and Kherson.

2.3 Coverage under Accident Care is valid in Portugal.

# 3. What is Covered

## 3.1 Assistance to Persons

3.1.1. Medical Transportation or Repatriation of the Injured and Sick.

If the Insured Person is in difficulties resulting from an Accident or Illness, whether occurring or declared, during the course of a trip, the Assistance Service shall cover the following, up to the Capital Limits set out in the Policy:

a) Travel costs by ambulance, or other means deemed appropriate, from the location of the incident to the nearest clinic or hospital;

b) Travel costs to transfer the Insured Person to another more appropriate hospital centre or to their legal domicile.

The Assistance Service also covers monitoring by a medical team, in collaboration with the Insured Person's attending doctor, to determine the best treatment measures to follow and the most appropriate means of eventual transfer.

Any medical transportation or repatriation, and any medical assistance, must comply with health regulations in force, and shall require prior agreement between the Insured Person's attending doctor and the Assistance Service's medical team. A statement from the attending doctor shall not be considered a sufficient guarantee.

Travel costs shall only be borne by the Assistance Service when the means of transport initially planned cannot be used or are not medically advisable.

The means of transport used in Portugal, Europe and Mediterranean coast countries, if urgency and severity so require, shall be a special air ambulance.

In other cases, this transport shall be by commercial aircraft or any other means appropriate to the circumstances.

If an infectious disease involving a danger to public health is found, the transport and/or repatriation provided for in this coverage shall be subject to the rules, procedures and technical guidelines issued by the World Health Organisation and, in certain cases, such transport and/or repatriation may not be authorised.

3.1.2. Accompaniment During Medical Transportation or Repatriation

Following transport or medical repatriation under the "Medical Transportation or Repatriation of the Injured and Sick" coverage, if the condition of the Insured Person being transported or repatriated so warrants, the Assistance Service, following an opinion from its medical team, will cover travel expenses for one person who is also insured and there to accompany them.

3.1.3. <u>Accompanying the Hospitalised Insured Person</u>

In the event of hospitalisation of the Insured Person due to an Accident or Illness, occurred and declared, during a Trip Abroad, and because of their state of health, according to the opinion of the medical team of the Assistance Service, their immediate medical transportation or repatriation to their legal domicile is not recommended, the Assistance Service will cover the expenses of hotel accommodation for one relative or other person accompanying them, from the time that the accommodation initially planned for the Trip cannot be used until the time that transport or repatriation becomes possible, subject to the Capital Limits set out in the Policy. The Assistance Service will also cover the cost of transporting this companion back to his or her legal domicile in Portugal, if the means of transport initially planned for the return trip cannot be used.

This coverage is strictly subject to the opinion of the Assistance Service's medical team.

3.1.4. <u>Round-Trip Transportation Ticket for one Family Member and Respective Stay</u>

If the Insured Person is hospitalised due to an Accident or Illness, occurred and declared, during a Trip Abroad, their hospitalisation is expected to last more than 10 (ten) days, and there is no relative or any other person at the location who can accompany them, the Assistance Service shall cover, up to the Capital Limits set out in the Policy, the costs of round-trip travel by the most appropriate means of public transport departing from Portugal, in order to accompany the Insured Person, and shall also cover the expenses of their accommodation.

3.1.5. <u>Hotel Stay Extension</u>

If, due to an Accident or Illness, occurred and declared, during a Trip Abroad, the Insured Person's state of health does not justify their hospitalisation, according to the opinion of the Assistance Service's medical team, but also does not allow them to return to their legal domicile on the date initially scheduled in the previously purchased return ticket, the Assistance Service shall cover, up to the Capital Limits set out in the Policy, any expenses actually incurred for hotel accommodation, provided they were not initially planned, for the Insured Person and for one person accompanying them.

When their state of health so allows, the Assistance Service shall organise and pay for the return of the Insured Person, as well as any accompanying person, to the Insured Person's legal domicile, without prejudice to the provisions of Article 14 above regarding reimbursement of transport.

This coverage is strictly subject to the opinion of the Assistance Service's medical team.

3.1.6. Medical Transportation or Repatriation of other Insured Persons

If, following the activation of the "Medical Transportation or Repatriation of the Injured and Sick", "Medical Transportation or Repatriation of the Deceased" or "Early Return" coverages, the transport or repatriation of one or more Insured Persons makes it objectively impossible for the other Insured Persons to return by the means initially planned, the Assistance Service shall cover their transport to their legal domicile in Portugal.

If the Insured Persons are under 15 years of age, and do not have a relative or trusted person to accompany them on the journey, the Insurance Company shall bear the expenses incurred by a person travelling with them to the place where the Insured Person is hospitalised.

3.1.7. Medical, Surgical, Pharmaceutical and Hospitalisation Expenses Abroad

If the Insured Person is in difficulties resulting from an Accident or Illness, whether occurring or declared, during the course of a trip abroad, and requires medical, surgical, pharmaceutical or hospital care, the Assistance Service shall cover the following, up to the Capital Limits set out in the Policy:

a) Medical and surgical expenses and fees;

b) Pharmaceutical costs prescribed by a doctor;

c) Hospitalisation costs.

In the event of hospitalisation, the Insured Person must report the accident to the Assistance Service on the same day, or within 48 hours at the latest, unless it is proven to be physically impossible to do so.

As soon as the medical transportation or repatriation of the Insured Person is medically possible and advisable, the Assistance Service will no longer cover hospitalisation costs.

The Assistance Service also reserves the right to stop covering hospitalisation costs under exceptional circumstances, beyond its control, which severely limit the availability of means of transport, thereby making it impossible to guarantee clinically feasible transport or repatriation.

Without prejudice to applicable Capital Limits, the Assistance Service will only cover the costs of the Insured Person's surgical interventions in cases when, according to the opinion of the Assistance Service's medical team, it is not possible to wait for the Insured Person to return to his or her legal domicile, given the urgent and unavoidable nature of the procedure.

3.1.8. Medical transportation or repatriation of the Deceased

In the event of the Insured Person's death while travelling, the Assistance Service will provide coverage or co-payment for the following, up to the Capital Limits set out in the Policy:

a) expenses for completing the administrative formalities to be carried out at the place of death;
b) expenses for handling/conditioning, including travel costs for transporting or repatriating the body to the location of burial or cremation in Portugal.

If, for legal or regulatory reasons, it is necessary to provisionally or definitively bury the body of the Insured Person at the place of death, the Insurance Company shall bear the travel costs of one relative, if they are not already there, to travel from their legal domicile in Portugal to the location of burial, and shall also pay for their stay up to the limit specified in the Specific Terms and Conditions.

3.1.9. Early Return

If, in the course of a trip abroad, the spouse of the Insured Person, or person with whom he or she cohabits permanently, ascendant or descendant relative to the 2nd degree, adopted child, sibling, parent-in-law or sister/brother-in-law dies in Portugal, and the means used for his or her travel or ticket purchased does not allow him or her to return earlier, the Insurance Company shall bear the expenses of return transport from the location of stay to his or her legal domicile or to the location of burial in Portugal.

This coverage also applies if one of these family members of the Insured Person suffers an accident or illness in Portugal, whose severity, to be confirmed by the Assistance Service's doctor after contact with the attending doctor, requires his or her urgent and imperative presence.

3.1.10. Assistance with Theft or Robbery of Luggage Abroad

Following the theft, robbery or loss of the Insured Person's personal luggage or following the use of the "Medical Transportation or Repatriation of the Injured and Sick" coverage, the Assistance Service will organise and bear the cost of transporting their personal luggage to their current location, or to their legal domicile in Portugal, as long as it is properly packed and in transportable condition, up to a maximum weight of 100 kg.

3.1.11. Advance of Funds Abroad

In the event of Theft, Robbery or loss of the Insured Person's luggage containing personal belongings and monetary valuables, if it is not recovered within 24 hours of submitting a claim report to the competent authorities or entities in the country where the events occurred, the Assistance Service will pay the Insured Person, up to the Capital Limits set out in the Policy, the sums necessary to purchase clothes and personal hygiene items for immediate use.

The advances provided for in this coverage are done upon prior provision of an appropriate guarantee on behalf of the Assistance Service, by a relative of the Insured Person or a third party, namely a deposit via certified cheque to the order of the Assistance Service.

The Insured Person undertakes to reimburse the Assistance Service for the amount of the advance within a maximum of 60 (sixty) days of its provision.

3.1.12. Transmission of Urgent Messages

The Assistance Service will guarantee the transmission of urgent national or international messages to family members, provided that they are related to a Claim under this coverage.

It will also cover the costs of communications with its services, provided that these are done by the Insured Person.

### 3.2 Assistance for Vehicles and Their Occupants

3.2.1. Roadside Assistance and Towing of the Insured Vehicle

In the event of a Breakdown, Traffic Accident, Theft or Robbery which prevents the insured vehicle from driving by its own means, the Assistance Service will organise and pay for a Roadside Assistance service, will cover the respective travel expenses and, if the repair cannot be done locally, will cover towing from the location of immobilisation to a workshop chosen by the Insured Person, up to the limit set out in the Specific Terms and Conditions.

The Insured Person is responsible for paying the cost of the parts and other materials used in the repair.

If Roadside Assistance for the Insured Vehicle cannot be done, the Assistance Service will cover towing from the location of immobilisation to the workshop or dealer chosen by the Insured Person (in Portugal), or to the nearest workshop or dealer (abroad), always respecting the limits set out in the Specific Terms and Conditions.

This coverage includes the costs of removing the Insured Vehicle, up to the Capital Limits set out in the Policy, subject to the availability of technical and human resources at the location where the accident occurred.

If the Insured Person(s) are demonstrably unable to contact the Assistance Service as a result of injuries arising from a Traffic Accident with the Insured Vehicle, the Assistance Service will reimburse the Towage costs up to the Capital Limits set out in the Policy.

“Auto na Hora” Insurance: Exclusively following a request for a light passenger vehicle towing service, if the time elapsed between the request for assistance and the towing service's arrival at the location of the accident is more than 60 minutes, the Assistance Service will compensate the Insured Person for the amount of €60 and, if it is more than 120 minutes, the Insurance Company will compensate the Insured Person for the amount of €120.

The Insured Person must claim this amount from the Assistance Service immediately after the assistance service's arrival at the scene of the accident.

Notwithstanding the exclusions provided for in the General and Special Terms and Conditions, the following situations are excluded:

a) Multi-car pile-ups;

b) Inclement weather;

c) Claims for compensation after the towing service;

d) Cases where the vehicle's location is incorrect or incomplete, or where the Insured Person remains unreachable after requesting assistance;

e) Services provided abroad.

3.2.2. <u>Towing of the Insured Vehicle due to fuel shortage or battery failure</u>

If there is a failure in battery power for an electric Insured Vehicle or a fuel shortage for a combustion-powered Insured Vehicle, the Assistance Service will organise, respectively and at its discretion, towing to the nearest charging station or the supply of sufficient fuel for the Insured Vehicle to reach the nearest filling station, without being responsible for the charging or fuel costs, and always respecting the Capital Limits set out in the Specific Terms and Conditions.

Hybrid vehicles are also covered by this coverage, as long as they are immobilised due to a lack of battery or fuel.

This coverage cannot be combined with the coverages in 3.2.1. "Roadside Assistance and Towing of the Insured Vehicle".

3.2.3. <u>Broken keys, loss or robbery of keys, or keys locked inside the Insured Vehicle in Portugal</u>

If keys are broken, lost or stolen, or if they are locked inside the Insured Vehicle, making it impossible to start it or open the door, the Assistance Service will organise a Roadside Assistance service to solve the problem of starting the vehicle or opening the door.

Alternatively, the Assistance Service may organise the dispatch of a tow truck, provided that this is technically possible, in order to collect the vehicle at its base or at the destination indicated by the Insured Person, up to the limits set.

This coverage is valid exclusively in Portugal. The Assistance Service shall not be held liable for any damages resulting from these procedures, including the cost of replacing or repairing the lock, keys and other vehicle components.

3.2.4. Change of fuel in Portugal

In the event of a fuel change, the Assistance Service will organise, at its discretion, the supply of sufficient fuel for the vehicle to reach the nearest filling station, in which case it will not be responsible for fuel costs, or for towing to the legal domicile or workshop chosen by the Insured Person.

This coverage is guaranteed up to the limits set out in the Specific Terms and Conditions, and is valid exclusively in Portugal.

3.2.5. Tyre replacement in the event of a flat tyre in Portugal

If a puncture occurs in one of the Insured Vehicle's tyres, the Assistance Service will arrange for it to be replaced with a spare tyre already on the Insured Vehicle, and shall pay the respective travel expenses and labour costs.

If replacement proves to be impossible, towing expenses to a location chosen by the Insured Person will be covered.

This coverage is guaranteed up to the limits set out in the Specific Terms and Conditions, and is valid exclusively in Portugal.

3.2.6. Transport or repatriation of the vehicle and collections

The Assistance Service, when the Insured Vehicle:

a) As a result of Theft, Robbery, Breakdown or Traffic Accident, requires an Actual Repair Time of more than 6 hours of workshop labour, according to the brand's rate schedule;

b) Also in the event of Theft or Robbery, is immobilised and recovered after the return of the Insured Person, before 6 months have elapsed from the date of the Robbery;

Will cover the travel costs of transporting the vehicle to the workshop closest to the legal domicile in Portugal, or to another workshop of equivalent distance, as well as collection costs related to this coverage, up to the Capital Limits set out in the Policy.

The Assistance Service shall not be obliged to repatriate or transport the vehicle, only bearing the expenses of its legal abandonment, when the repair cost, according to information provided by the workshop or dealer in the location where the accident occurred, exceeds its market value in Portugal.

Expenses not directly related to the repatriation of the Insured Vehicle, namely collections outside the period in which the Vehicle is in the custody of the Assistance Service, shall be paid by the Insured Person.

3.2.7. <u>Transport or Continued Travel of Occupants of the Crashed, Broken Down, Stolen or Robbed Vehicle</u>

The Assistance Service, when the Insured Vehicle:

a) Cannot be repaired on the same day as a result of a breakdown or traffic accident;

b) Is subject to Theft or Robbery, and is not found on the same day;

Will bear the respective occupants' travel costs to their legal domicile or original destination, by the means determined by the Assistance Service, provided that the latter costs do not exceed the former.

This coverage cannot be combined with the coverages in 3.2.8. "Subsistence costs while waiting for the Insured Vehicle to be repaired", and with coverage 3.2.7. "Transport of occupants due to fuel shortage, fuel change or battery failure in the Insured Vehicle".

Returning to the legal domicile is also not compatible with continuing the trip to the originally planned destination, and vice versa.

3.2.8. <u>Transport of occupants due to fuel shortage, fuel change or battery failure in the Insured Vehicle</u>

In the event of a battery failure in the electric Insured Vehicle, or a fuel shortage or fuel change in the combustion Insured Vehicle, the Assistance Service will organise and pay for the following, up to the Capital Limits set out in the Specific Terms and Conditions:

- In Portugal: A taxi service, or alternatively an Uber voucher, to the legal domicile or to original destination, provided that the latter expenses do not exceed the former.

- Abroad: A taxi service to the nearest petrol or charging station.

This coverage cannot be combined with the coverage in 3.2.6. "Transport or Continued Travel of Occupants of the Crashed, Broken Down, Stolen or Robbed Vehicle", and with coverage 3.2.8. “Subsistence costs in a hotel while waiting for the Insured Vehicle to be repaired”.

3.2.9. Subsistence costs in a hotel while waiting for the Insured Vehicle to be repaired

When the Insured Vehicle, immobilised due to a Traffic Accident or Breakdown, cannot be repaired on the same day, the Assistance Service will cover, up to the Capital Limits set out in the Policy, the cost of the Insured Person's accommodation, provided it was not initially planned for the trip, for the waiting period of the repair.

This coverage cannot be combined with the coverage in 3.2.6. "Transport or Continued Travel of Occupants of the Crashed, Broken Down, Stolen or Robbed Vehicle", and with coverage 3.2.7. "Transport of occupants due to fuel shortage, fuel change or battery failure in the Insured Vehicle".

3.2.10. Travel costs to recover the Insured Vehicle

In the event that the accident or damaged vehicle has been repaired at the location of the incident and the "Transport or repatriation of the vehicle and collections" coverage has not been used, or in the event that it has been stolen and subsequently found safe and in proper running condition, the Insurance Company will cover the travel costs so that the driver designated by the Policyholder can go from his or her legal domicile to the location where the vehicle has been repaired or recovered.

3.2.11. Dispatch of Professional Driver

The Assistance Service will cover, up to the Capital Limits set out in the Policy, the expenses of hiring a driver to drive the Insured Vehicle to the legal domicile, in Portugal, or, when requested, to the location of destination of the Journey, provided that, in the latter case, the travel costs are not higher than those of returning to the legal domicile, if the following cumulative assumptions are met:

a) The Insured Person, driver of the Insured Vehicle, has been transported or repatriated as a result of illness, accident or death, with medical proof at the location of occurrence;

b) None of the other occupants of the Insured Vehicle is qualified or in a proper state of health to drive;

This coverage only provides payment of expenses directly incurred with the hired driver, and excludes other expenses such as fuel and tolls.

3.2.12. <u>Sending of Replacement Parts</u>

Following a towing service resulting from a traffic accident or breakdown, the repair of which requires replacement parts that are not available at the location where the repair is to be done, the Assistance Service shall send the parts needed to repair the Insured Vehicle by the most appropriate means, provided that they can be transported under normal road or air conditions.

The Assistance Service shall be responsible for travel costs.

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

Parts delivered abroad under urgent circumstances will be transported to the airport customs office closest to the Insured Person's location.

The Assistance Service is also responsible for the travel costs needed to collect the parts.

3.2.13. <u>Transport of the occupants of the Insured Vehicle due to punctured tyre</u>

Following the activation of the coverage in 3.2.4. "Tyre replacement in the event of a punctured or flat tyre in Portugal" and if it is not possible to replace the tyre, the Assistance Service will organise and cover, up to the Capital Limits set out in the Policy, a taxi service, or alternatively an Uber voucher, to the legal domicile or to original destination, provided that the latter expenses do not exceed the former.

This coverage cannot be combined with the coverage in 3.2.6. "Transport or Continued Travel of Occupants of the Crashed, Broken Down, Stolen or Robbed Vehicle", and with coverage 3.2.8. "Subsistence costs in a hotel while waiting for the Insured Vehicle to be repaired".

3.2.14. <u>Transport of pets</u>

When, following a Towing service, the Insured Person has been transported under coverage of this Special Condition, the Assistance Service will guarantee the return of the pets (dog or cat), initially transported in the Insured Vehicle, to the legal domicile in Portugal or to the location of destination, provided that the latter expenses do not exceed the former.

Animals must be properly stowed in order to fulfil all legal obligations for their transport, with the costs of purchasing transport equipment and other costs related to health regulations being borne by the Insured Person.

3.2.15. Return of Luggage

When, following a Towing service, the Insured Person has been transported under coverage of this Special Condition, the Assistance Service will organise and bear the cost of transporting their personal luggage to their location or to their legal domicile in Portugal, provided that it is properly packed and in transportable condition, up to a maximum of 100 kg per Insured Vehicle.

3.2.16. Replacement Vehicle

Following activation of the "Roadside Assistance and Towing of the Insured Vehicle" coverage, and if the Insured Vehicle, immobilised due to a breakdown or traffic accident, is not repaired on the same day, the Assistance Service will provide the Insured Person with a replacement vehicle or mobility voucher in accordance with the Capital Limits set out in the Policy.

In the case of a replacement vehicle, it will be allocated during the Actual Repair Time, taking into account:

a) The repair period stated in the repair estimate or work sheet.

b) The maximum number of days stated in the Specific Terms and Conditions.

The Insured Person shall be responsible for obtaining a repair estimate/work sheet for the insured vehicle, specifically stating the number of days for the Effective Repair, to be sent promptly to the Assistance Service.

The Insured Person shall be informed of the rental car agency for picking up and dropping off the vehicle, and shall not be provided transportation to this agency or from it to another location.

Replacement vehicles allocated will include insurance coverage similar to that contracted for the Insured Vehicle.

If it is objectively impossible to provide a replacement vehicle, the Assistance Service will only be obliged to award a mobility voucher in accordance with the Capital Limits set out in the Policy.

This coverage is guaranteed up to the Capital Limits set out in the Policy, and is valid exclusively in Portugal. However, in the event of an accident abroad, once the Insured Vehicle has been repatriated to Portugal, the terms of the coverage defined herein shall apply.

## 3.3 Accident Care

3.3.1 Once the "Roadside Assistance and Towing of the Insured Vehicle" coverage (Roadside Assistance Coverage) has been activated as a result of a traffic accident in Portugal, when expressly requested by the Insured Person, and if the conditions referred to in point 3.3.3 have been met, the Assistance Service will help in completing the Automobile Accident Report (DAAA), and will take photos of the vehicles involved in the accident and the accident location, as well as the following information about the traffic accident to help settle the claim:

a) Date, time and location;

b) Name of the Insured Person, third party and drivers of the vehicles involved;

c) Licence plates of the vehicles involved;

d) Policy numbers and Insurance Companies of the vehicles involved;

e) Driving licences of drivers and telephone numbers;

f) Identification of injured persons, severity of injuries (minor, serious or fatal) and the capacity in which they were involved in the accident (drivers, occupants or pedestrians);

g) Presence of police authorities;

h) Parts of vehicles damaged;

i) Any material damages beyond the vehicles involved;

j) Identification of witnesses;

k) Weather conditions;

l) Workshops where the vehicles were sent.

3.3.2 The aforementioned documents will be sent directly to the Insurance Company.

3.3.3 The Insured Person may activate this coverage under the following conditions:

a) With own damages coverage

Claims under the own damages coverage for which the Insured Person intends to report the claim are covered.

b) Without own damages coverage

Material damage claims are covered, provided that there are no more than two vehicles involved in the accident, or personal injury claims except for the driver of the insured vehicle.

3.3.4 This service will be done by the towing company carrying out the towing service of the Insured Vehicle, known as "AccidentCare towing".

3.3.5 The service operates every day of the year between 7:00 am and midnight.

3.3. 6 The coverage anticipated herein is valid in Portugal.

## 4. What is Not Covered

### 4.1 The following are not covered by this policy:

a) Claims that occurred prior to the start date of the Policy, even though their consequences extend or are manifested beyond that date;

b) Claims and their consequences, caused by the Insured Person's criminal actions or omissions, whether wilfully or grossly negligent;

c) Claims and their consequences caused by suicide, attempted suicide or self-harm committed by an Insured Person;

d) Actions or omissions by the Insured Person, while using toxic products, narcotics or other drugs off prescription, and when found to have a blood alcohol level higher than the legal limit for driving under the influence of alcohol, or after having refused to undergo tests for detection of consumption of alcohol or narcotics;

e) Claims and damages not proven by the Insurance Company;

f) The Assistance Service shall not be liable for guaranteeing any coverage, making any claim payment or providing any other benefit under this insurance contract insofar as guaranteeing such coverage, making such payment, settling such claim or providing such benefit would expose the Insurance Company to any sanction, prohibition or restriction imposed by resolution of the United Nations or by commercial or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

### 4.2 Assistance to Persons

Without prejudice to the General Terms and Conditions, the Insurance Company shall not be liable for services related to:

**a) Events in which the Assistance Service was not called upon to intervene at the time of their occurrence, except in cases of force majeure or proven material impossibility;**

**b) Delays attributable to the Insured Person in seeking medical assistance;**

**c) Claims occurring during, or as a result of, practising professional sports and high-risk activities such as snow skiing, powerboating, parachuting, alpinism, mountaineering, martial arts, caving and diving;**

**d) Claims occurring during, or as a result of, the practice of motorised sports and competition in general, whether in the competition itself or in training, bets or challenges;**

**e) Rescue operations;**

**f) Initially planned accommodations and food;**

**g) Claims directly resulting from evident and direct non-compliance with legal or regulatory rules involving occupational health and safety;**

**h) Medical, surgical, pharmaceutical and hospitalisation expenses in Portugal;**

**i) Non-urgent surgical interventions;**

**j) Damages resulting from refusal or non-compliance with prescribed treatments;**

**k) Expenses for preventive medicine, vaccinations or similar;**

**l) Expenses for alternative medicine or traditional cures;**

**m) Non-urgent physical therapy, thermal cures, rest cures, aesthetic treatments and check-ups;**

**n) Chronic or pre-existing Illness, psychiatric disorder and relapses of previously diagnosed diseases;**

**o) Injuries resulting from surgical interventions or other medical acts not**

caused by an accident claim covered by the Contract;

p) Medical assistance in the field of dentistry, except for temporary oral trauma treatment;

q) Medical assistance related to pregnancy and childbirth, except for that required during the first six months as a result of unforeseeable complications of pregnancy. Urn, funeral and memorial service;

r) Canes, crutches and any other type of orthopaedic equipment, implants and similar;

s) Luggage that does not comply with the above requirements;

t) Theft or robbery not reported to the authorities within 24 hours and confirmed in writing.

### 4.3 Assistance for Vehicles and Their Occupants

Without prejudice to the General Terms and Conditions, the Insurance Company shall also not be liable for services related to:

a) Services not explicitly provided for in the coverage described above;

b) Events in which the Assistance Service was not called upon to intervene at the time of their occurrence, except in cases of force majeure or proven material impossibility;

c) Situations in which the Insured Vehicle can drive on its own means;

d) Claims occurring while the Insured Vehicle was being used for industrial or agricultural work, in restricted areas where such activities are carried out;

e) Claims occurring while the Insured Vehicle was being used in emergency service;

f) Claims resulting from driving in locations not recognised as accessible or suitable for the Insured Vehicle to be driven;

g) Situations in which the driver of the Insured Vehicle is under a driving ban

**or temporary driving restriction;**

**h) Rescue operations;**

**i) Claims occurring during, or as a result of, the practice of motorised sports and competition in general, whether in the competition itself or in training, bets or challenges;**

**j) Consecutive Breakdowns caused by failure to repair the Insured Vehicle after intervention by the Assistance Service;**

**k) Theft or robbery not reported to the authorities within 24 hours and confirmed in writing;**

**l) Unavailability of workshops to do repairs;**

**m) Fuel or battery charging expenses;**

**n) Deductibles, extra insurance, additional coverage and fuel deposits to be paid to rental car companies;**

**o) Penalties, fees, fines, tolls and parking;**

**p) Loading and transhipment;**

**q) Luggage that does not comply with the above requirements;**

**r) Transportation of occupants not travelling in the vehicle at the time of immobilisation;**

**s) Passengers transported in breach of the rules of the Highway Code;**

**t) Transport of dangerous pets, and the cost of the materials needed for this transport, unless expressly covered;**

**u) Parking of the Insured Vehicle, when awaiting a decision by the Insured Person, resulting from a repair or from a date prior to the intervention of the Assistance Service;**

**v) Initially planned accommodations and food;**

**w) Damage to the Insured Vehicle prior to the intervention of the Assistance**

**Service, as well as damages occurring after its completion;**

x) **Theft or robbery of objects and accessories inside the transported vehicle not expressly declared prior to the benefit provided under this Policy;**

y) **Assistance to persons other than those defined as Insured Persons.**

### 4.4 Accident Care

**In addition to the exclusions provided for in the General and Special Terms and Conditions, the benefit provided for in this coverage shall not be guaranteed in the following situations:**

a) **Breakdown of the insured vehicle;**

b) **Isolated crashes when no own damages coverage has been taken out under this Policy under which the Claim is to be reported;**

c) **Claims involving more than two vehicles when no own damages coverage has been taken out under this Policy under which the Claim is to be reported;**

d) **Claims involving personal injury only to the driver of the vehicle in the event of a crash without own damages coverage having been taken out under this contract;**

e) **Claims occurring while the Insured Vehicle was being used for industrial or agricultural work, in restricted areas where such activities are carried out;**

f) **Claims occurring while the Insured Vehicle was being used in emergency service;**

g) **Claims resulting from driving in locations not recognised as accessible or suitable for the Insured Vehicle to be driven;**

h) **Claims occurring during, or as a result of, the practice of motorised sports and competition in general, whether in the competition itself or in training, bets or challenges;**

i) **Services not explicitly provided for in the coverage described above;**

j) **Events in which the Insurance Company/Assistance Service was not called upon to intervene at the time of their occurrence.**

**5. Procedures in the event of claims**

5.1 In the event of an accident affecting the Assistance to Persons or Assistance for Vehicles and Their Occupants coverage, the Insured Person must:

a) Immediately contact the Assistance Service, detailing the occurrence and providing all the information necessary to provide the assistance requested;

b) Follow the Assistance Service instructions and take all necessary measures possible to prevent the consequences of the accident from deteriorating;

c) Obtain the agreement of the Assistance Service before bearing any cost or expense;

d) Satisfy requests for information made at any time by the Assistance Service and promptly send them any notices, summonses or quotations they receive;

e) Collect and provide the Assistance Service with the documents relevant to the enforcement of the liability of third parties, when applicable.

**6. Reimbursements**

Without prejudice to the obligation of the Insurance Company to fulfil all the benefits and payments to which it is obliged under this contract, up to the contracted Capital Limits, the Insured Person and the Policyholder promise to take all necessary collaborative measures to obtain reimbursements related to the loss, due by other entities, namely co-payments from Social Security and similar entities, and to return them to the Assistance Service.
Insured Persons who have used transport services provided for in this contract are obliged to take the necessary steps to recover unused transport tickets, and submit the sums recovered to the Insurance Company.

**7. Additional information**

If the benefits and compensation are paid in excess of and in addition to other existing insurance contracts and cover the same risks, the Insured Person undertakes to take all necessary steps to obtain these benefits and to return them to the Insurance Company in the event and to the extent that the latter has advanced them, as well as co-payments from the Social Security or any other institution to which he/she is entitled.

## 8. Subrogation

**After payment or provision of services, the Insurance Company shall be subrogated to the corresponding rights of the Insured Persons, against any responsible third parties who are not also Insured Persons under the same coverage.**

**Subrogation shall only operate in respect of fixed pecuniary benefits unless otherwise agreed.**

## 9. Miscellaneous Provisions

This insurance does not cover benefits that have not previously been requested by the Assistance Service or have been executed without its agreement, except in the case of force majeure or proven material impossibility.

## Legal Protection

### 1. Definitions

The following definitions shall apply for the purposes of this Special Condition, unless expressly stated otherwise:

a) **Insured Person:** For the purposes of this Policy, Insured Persons may include the following:

i. The Policyholder;

ii. The driver of the Insured Vehicle, in the event of a Claim occurring with the Insured Vehicle, when they are a person other than the Policyholder;

iii. The remaining occupants of the Insured Vehicle, in the event of a Claim occurring with the Insured Vehicle, provided that their habitual residence is in Portugal.

b) **Legal Protection Service:** Europ Assistance, S.A. – Sucursal em Portugal, with its registered office at Av. Columbano Bordalo Pinheiro, 75 - 10º andar - 1070-061 Lisbon, registered with the Commercial Registry Office under sole registration and legal entity number 980 667 976, a branch office of Europ Assistance, S.A., an Insurance Company with its registered office at 1 Promenade de la Bonnette – 92230 Gennevilliers, France, a company registered in Nanterre under number RCS 451 366 405, with share capital of €48,123,637, governed by the provisions of the French Insurance Code - an entity that organises and provides, on behalf of the Policyholder and in favour of the Insured Persons, the assistance services set out in this Special Condition.

c) **Accident claim:** Any unforeseen event that causes a given monetary or non-monetary loss or damage within the Insured Person's legal sphere, with the event or series of events resulting from a single cause being considered a single accident claim.

d) **Third Party:** A legal entity, natural or legal person other than the Insurance Company, Policyholder and Insured Persons, which is the plaintiff or the defendant, as the case may be, of a claim covered by this Policy.

## 2. Purpose

By this contract, the Insurance Company guarantees the provision of the Legal Protection services defined in this Policy to the Insured Person, as well as payment of the following expenses that the Insured Person may incur as a result of participation in judicial, arbitration or administrative proceedings, as a plaintiff or defendant, with the limits, terms and conditions established in the Special and Specific Terms and Conditions of this Policy:

a) Fees for Lawyers or Solicitors with valid registration with their respective professional organisations;

b) Legal expenses, court fees and other expenses arising from intervention in court, arbitration or administrative proceedings;

c) Fees and expenses of court-appointed experts;

d) The advance, by way of a loan, of bail funds under the terms defined in paragraph 3(d).

The activation of the coverage provided for in the preceding paragraph shall depend on the Insured Person's provision of suitable guarantees to the Insurance Company, and any amount advanced by the latter must be reimbursed within a maximum period of 3 months from the date of the advance, or as soon as the Court returns it, whichever occurs first.

Any payment to be made by the Insurance Company under this Policy shall always depend on physical delivery of the original documentary evidence.

## 3. What is Covered

The Insurance Company undertakes to provide the Insured Persons with the Legal Protection Service, and to cover 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 a defendant in criminal proceedings on suspicion of involuntary manslaughter or involuntary personal injury, arising from a breach of traffic laws and rules, as a result of the ownership, custody or use of the insured vehicle after an accident occurring during the period of validity of the policy;

b) Civil claim for monetary compensation for personal injuries and/or material damages suffered by the Insured Person, when resulting from a traffic accident falling within the scope of Automobile Civil Liability, in which the insured vehicle is involved, and falling under the responsibility of a person other than the Policyholder, or any other Insured Person under this Policy;

c) Assistance to the Insured Person in the event of defective repairs to the insured vehicle following an accident with the vehicle, whenever the accident and the repair take place outside Portugal;

d) The advance, by way of a loan, of bail funds to guarantee the provisional release of the Insured Person, their attendance at court hearings or the fulfilment of other procedural obligations is also guaranteed, provided that the substitution of this type of monetary coverage for another procedurally admissible measure is previously requested and demonstrably rejected.

All sums provided under the provisions of paragraph 1(d) of this article must be repaid to the Legal Protection Service within a maximum of 3 months, or as soon as the Court reimburses them, whichever occurs first.

### 4.5 What is Not Covered

**Notwithstanding the exclusions provided for in the General Terms and Conditions and other Conditions arising from these Special Terms and Conditions, the charges or benefits related to the following are also excluded:**

**a) Services not explicitly provided for in the coverage described above;**

**b) Claims involving disputes between the Policyholder, the Insured Persons and/or the Insurance Company, among themselves, notwithstanding the provisions of this Special Condition regarding the Resolution of Conflicts between the Parties;**

**c) Claims involving disputes between the Insured Persons and/or between the Insured Persons and their family members, including ascendants and descendants, up to the 1st degree, adoptees, stepchildren, relatives and collaterals up to the 3rd degree, as well as persons who stay with them and/or are under their responsibility;**

d) **Amounts relating to taxes, fees, fines, penalties and their interest due by the Policyholder, Insured Persons and/or their legal representatives by virtue of processes or procedures covered by this Policy;**

e) **Travel expenses and accommodation costs of the Policyholder, Insured Persons and their legal representatives in the context of proceedings or procedures taking place outside the respective districts of residence or the professional domicile of the designated legal representatives;**

f) **All expenses and fees related to facts or services that occurred before the Insurance Company confirmed the full activation of the coverage provided for in this Policy;**

g) **Claims occurring when the insured vehicle is being driven by a person without a legal licence or with a suspended licence;**

h) **Claims occurring while the Insured Vehicle was being used for industrial or agricultural work, in restricted areas where such activities are carried out;**

i) **Claims occurring while the Insured Vehicle was being used in emergency service;**

j) **Claims resulting from driving in locations not recognised as accessible or suitable for the Insured Vehicle to be driven;**

k) **Claims caused by the collapse of buildings, parts of buildings, works and other movable things or objects of any kind from properties adjacent to public roads or public access;**

l) **Claims arising from the breakdown, theft or robbery of the Insured Vehicle;**

m) **Claims arising from rescue operations;**

n) **Claims occurring during, or as a result of, the practice of motorised sports and competition in general, whether in the competition itself or in training, bets or challenges;**

o) **Claims incurred while travelling with the insured vehicle outside of Portugal**

**for sixty days or more;**

**p) Unavailability to do repairs;**

**q) Administrative offence proceedings;**

**r) Costs of compensation and respective interest, prosecution and costs of the proceedings against the opposing party or other penalties to which the Insured Person is sentenced;**

**s) Expenses related to actions proposed by the Insured Person without the prior agreement of the Insurance Company, notwithstanding the provisions of paragraph 2 of this Article;**

**t) Claims arising from events occurring before the entry into force of this Special Condition;**

**u) Expenses arising from a lawsuit proposed or to be proposed by the Insured Persons, or from the appeal of a decision rendered therein, when:**

**i. The Insurance Company considers in advance that it does not have sufficient chances of success;**

**ii. The Insurance Company considers fair and sufficient the proposal submitted by the responsible third party or its Insurance Company;**

**iii. The value of the losses does not exceed the minimum amount to bring an action;**

**iv. The Insurance Company becomes aware that the Third Party considered liable is insolvent;**

**v. When the third party responsible is missing;**

**vi. In the event of disputes arising from breakdowns or defective repairs to the Insured Vehicle in Portugal.**

**In the cases provided for in sub-paragraphs i) and ii) of paragraph v) of these exclusions, the Insured Person may still bring or continue the action at his or her own expense and, if he or she wins, will be reimbursed by the Legal**

**Protection Service for any expenses legitimately incurred within the limits provided for in this Policy, after the judgement has become final and unappealable.**

**5. Procedures in the event of claims**

5.1 To activate the coverage, the Insured Person must report the Claim to the Insurance Company in advance and request the intervention of the Legal Protection Service within 6 (six) months from the date of the accident, except in proven cases of force majeure.

5.2 In the event of a criminal defence, the Insured Person must activate coverage within the 5 days immediately following receipt of any communication from the competent authorities making him or her appear as a Defendant in any criminal proceedings.

5.3 In the event of a civil claim for monetary compensation for damages, the Insured Person must prove that he or she has previously complained to the Third Party responsible, his or her Insurance Company or similar entity, and has obtained a negative response to this complaint, unless more than 45 (forty-five) days have elapsed between the date of the formal complaint and the date of activating this coverage without the entity subject to the complaint having formalised its position on the complaint lodged.

5.4 If bail funds are advanced, the Insured Person must provide documentary proof that he or she has previously requested the substitution of this type of monetary guarantee by another procedurally admissible measure, and has been refused, and provide suitable and sufficient guarantees as necessary vis-à-vis the amount in question.

5.5 Once the report is received, the Legal Protection Service will assess it and will inform the Insured Person, as soon as possible, in writing and in a justified manner, if it concludes that the event reported is not included in the coverage provided by this Special Condition or that the claim has no chance of success.

5.6 Once the management of the Claim has been accepted, the Legal Protection Service will carry out, exclusively, the measures it considers necessary and appropriate to the out-of-court composition of the dispute, in order to obtain, with the agreement of the Insured Person, a solution that safeguards the claims legitimately sustained by the same, and will recommend the use of the courts, in accordance with the terms provided for in this Policy, when it considers the out-of-court settlement of the claim unfeasible.

5.7 Notwithstanding the provisions of the preceding articles, the Legal Protection Service shall be responsible for all the prior measures, negotiations and procedures before acceptance of the intervention of the Lawyers or Solicitors chosen by the Policyholder or Insured Person, as well as assessing the feasibility and inclusion in the coverage of this Policy of the claim submitted.

In any case, the Insured Person is obliged to communicate to the Legal Protection Service the content of all court or arbitration decisions issued, within a maximum period of five (5) days from becoming aware of the same, and always with a minimum notice of five (5) days from the date on which the respective right of appeal is precluded, where applicable. This includes communicating the content of all settlement proposals addressed to the Insured Person prior to or in the course of the court or arbitration proceedings. The Insurance Company may oppose the filing of the case or the continuation of the same whenever it considers that it is not viable or that the proposal presented is fair and appropriate.

**6. Free Choice of Lawyer**

The Insured Person is recognised the right of free choice of lawyer with registration in force with the Bar Association or, if they prefer, with another person with the necessary legal qualification to protect or represent them, from the moment they are involved in a court, administrative or arbitration process that is included in the insurance coverage.

Before appointing the lawyer, the Insured Person shall inform the Legal Protection Service of the name of the chosen Lawyer or representative.

**7. Resolution of Conflicts Between the Parties**

In the event of a dispute between the Insured Person and the Insurance Company emerging from this Special Condition, the Insured Person shall have the right to use the arbitration process to settle this dispute, in accordance with the legal terms in force at each time.

The provisions of the previous paragraph are subject to the right of the Insured Person to file lawsuits or appeals against the Insurance Company's opinion, at the Insured Person's own expense, and subsequently reimbursed by the Legal Protection Service, up to the capital limits set in the Policy, of the expenses incurred for this purpose, if their claim is recognised by the court in a way that is qualitatively or quantitatively superior to that which led to the dispute with the Legal Protection Service.

The Insured Person shall be informed in a timely manner by the Insurance Company, whenever a conflict of interest arises or there is disagreement as to the resolution of the dispute, of the rights referred to in article 6 and 7 of this Special Condition.

## Occupant Protection

This Special Condition covers, up to the limit of the insured amount indicated in the Specific Terms and Conditions, the repair of damages arising from:

a) personal injury or ensuing death suffered by all occupants of the vehicle, including the driver. This coverage does not derogate from the provisions of Part I - Compulsory Automobile Civil Liability Insurance, of these General Terms and Conditions, and applies beyond the scope of the provisions therein;

b) bodily injuries suffered by pets.

### 1. Definitions

The following definitions shall apply for the purposes of this Special Condition:

a) Insured Persons - Persons whose life or physical integrity is insured and who, for the purposes of this coverage, include all the occupants of the insured vehicle;

b) Pets - A duly licensed dog or cat, transported in the insured vehicle;

c) Traffic Accident - An accident that occurs exclusively as a result of road traffic, whether or not the vehicle is in motion, and in the following situations:

- When entering or exiting the vehicle;
- During active participation, over the course of a trip, in minor repair work or roadside assistance on the vehicle designated in the Specific Terms and Conditions.

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## 2. What is Covered

2.1. In the event of a traffic accident involving the insured vehicle, this Special Condition guarantees the compensation set out in the Specific Terms and Conditions, when resulting in the following:

2.1.1. For Insured Persons:

a) Death or Permanent Disability;

b) Treatment, Repatriation or Funeral expenses.

2.1.2. For pets:

a) Treatment expenses.

2.2 Compensation for the risks of Death or Permanent Disability cannot be combined. Therefore, any amount already paid for Permanent Disability will be deducted from compensation for Death;

2.3 The risks of Death or Permanent Disability will only be covered if they occur within two years of the traffic accident that caused them.

## 3. What is Not Covered

**This Special Condition does not cover the following:**

**a) Persons transported in the open cargo compartment of the insured vehicle;**

**b) Persons transported in the closed cargo compartment of the insured vehicle, when not authorised to do so;**

**c) Claims resulting from the occurrence of nuclear risks;**

**d) Claims excluded by Clause 5 of the General Terms and Conditions of Compulsory Insurance and paragraph 2 of the General Coverage and Exclusions of Optional Insurance;**

**e) Animals that are not transported in species-appropriate containers or with an animal safety harness (corset or collar attached to the harness);**

f) **Animals transported in trailers;**

g) **Other animals not falling under the definition of "Pets" indicated in Point 1 of the Occupant Protection coverage.**

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

4.1. In addition to the provisions of the General Terms and Conditions, and in the event of an accident to which this Special Condition applies, the Policyholder and/or Insured Persons shall:

a) Within eight days after the Insured Person has received clinical assistance, send a statement from the doctor indicating the nature of the injuries, their diagnosis, and the indication of any possible Permanent Disability;

b) Within eight days of confirming that injuries having been healed, inform of the same, ensuring that a medical statement is sent, which, in addition to indicating the date of discharge, may indicate the percentage of disability;

c) Provide, for the purpose of reimbursement, all the documents justifying Treatment, Repatriation and/or Funeral Expenses.

4.2. The Insured Persons are furthermore under obligation to:

a) Comply with the medical prescriptions;

b) Be examined by a doctor appointed by the Insurance Company;

c) Authorise their doctor to provide all information requested by the Insurance Company.

4.3. In the event of Death, in addition to the claim report, send the death certificate and, when deemed necessary, any other information clarifying the accident and its consequences;

4.4. If the Policyholder or the Insured Person is unable to comply with any of the obligations provided herein, this responsibility will be passed on to the Policyholder, Insured Person or Beneficiary, whichever is in a position to comply with it;

4.5. Failure to comply with the aforementioned obligations, or the lack of honesty in the information given to the Insurance Company, implies that the responsible party will be obliged to take responsibility for the losses and damages.

## 5. Death

5.1. In the event of Death, the Insurance Company will pay the corresponding insured amount to the designated beneficiaries.
If no beneficiaries have been designated, the insured amount shall be allocated according to the rules and in the order established for the legitimate succession, in accordance with article 2133(1)(a) to (d) of the Portuguese Civil Code, unless if, due to there being no legal heirs provided for in the first and second classes of succession, there are testamentary heirs;

5.2. Beneficiaries can only be named in the event of the death of the Policyholder, their spouse and the main driver of the vehicle.

## 6. Permanent Disability

6.1. Compensation due for Permanent Disability is calculated based on the Devaluation Table in the annex, and results from multiplying the devaluation coefficient by the insured amount. Payment will be made to the Insured Person, unless otherwise stated in the Specific Terms and Conditions of the Policy;

6.2. Injuries not listed in the Devaluation Table, including minor ones, shall be compensated proportionally to their severity, in comparison to the cases listed, without regard to the profession practised;

6.3. If the Insured Person is left-handed, the disability percentages for the right upper limb shall apply to the left upper limb, and vice versa;

6.4. Physical defects that the Insured Person was already suffering from, on the date of the accident, in any limb or organ, will be taken into consideration when determining the degree of impairment from the accident, and shall correspond to the difference between the existing disability and the one just incurred;

6.5. Partial or total disability of a limb or organ shall be considered equivalent to the corresponding partial or total loss;

6.6. Accumulated depreciations in relation to a given limb or organ cannot exceed those that would correspond to a total loss of that limb or organ;

6.7. Whenever an accident results in injuries to more than one limb or organ, the total compensation will be obtained by adding the value of compensation for each of the injuries, but the total cannot exceed 100%.

## 7. Treatment, Repatriation and Funeral Expenses

7.1. Treatment expenses refer to medical fees and hospitalisation, including medical and nursing assistance that may be necessary as a result of the accident;

7.2. Where regular clinical treatment is required, and for the entire duration of the treatment, travel expenses to the doctor, hospital, clinic or nursing services centre shall also be considered included, provided that the form of transport used is appropriate to the severity of the injury;

7.3. Repatriation Expenses refer to those related to medically advised transport due to the nature of the injuries;

7.4. The Insurance Company shall reimburse, up to the amount for the purpose described in the Specific Terms and Conditions, the documented proof of Treatment, Repatriation and Funeral expenses and proof of payment of the same;

7.5. The reimbursement will be made as soon as the documents are presented, and shall be apportioned between those presented when there are several Insured Persons and the amounts claimed are higher than the insured amount established in the Specific Terms and Conditions.

## 8. Calculation of compensation

8.1. The compensation set out in the Specific Terms and Conditions shall be awarded per Insured Person, up to the allocation limit in the insured vehicle's registration certificate;

8.2. For occupants under the age of 14, compensation for death will be limited to the amount of funeral expenses, without prejudice to the above;

8.3. If, at the time of the accident, the maximum allocation limit authorised for the vehicle is exceeded, the compensation to be paid to each Insured Person, as set out in the Specific Terms and Conditions, will be that resulting from the following formula:

$$\frac{\mathbf{IA \times AL}}{\mathbf{A1}}$$

Where:

**IA** represents the insured amount for each person;

**AL** represents the maximum allocation limit authorised for the vehicle;

**A1** represents the effective allocation of that same vehicle

8.4. If, at the time of the accident, the maximum allocation limit authorised for the vehicle is exceeded, and there are minors under the age of 14 among the occupants, this formula will also apply, with each minor being considered to occupy half a seat for the purposes of A1;

8.5. For the purposes of applying the above formula, passengers carried in the closed cargo compartments of vehicles shall be taken into account, provided they have the necessary authorisation to do so.

## 9. Existing Illnesses

Unless provided for otherwise in the Specific Terms and Conditions, if the consequences of an accident are aggravated by illness prior to that date, the liability of the Insurance Company may not exceed that which it would have had if the accident had occurred to a person not carrying that disease.

## 10. Competing Insurance

10.1 Compensation for Death or Permanent Disability are due and paid to the Insured Persons, their heirs or beneficiaries, regardless of those under other insurance contracts of the same nature or non-contractual civil liability.

10.2 If the Treatment, Repatriation and Funeral Expenses are covered by other insurance contracts, they will be reimbursed through all Contracts in proportion to the respective insured values.

## Annexes

**Total Permanent Disability Table**

| Name | % |
|---|---|
| Total loss of both eyes or vision in both eyes | 100 |
| Complete loss of use of both lower or upper limbs | 100 |
| Incurable and total mental alienation, resulting directly and exclusively from an accident | 100 |
| Complete loss of both hands or both feet | 100 |
| Complete loss of an arm and a leg or a hand and a leg | 100 |
| Complete loss of arm and foot or hand and foot | 100 |
| Complete hemiplegia or paraplegia | 100 |

**Partial Permanent Disability Table**

1. **Partial Permanent Disability Table - Head**

| Name | % |
|---|---|
| Complete loss of one eye or reduction to half of biocular vision | 25 |
| Total deafness | 60 |
| Total deafness in one ear | 15 |
| Post-traumatic brain injury syndrome without objective signs | 5 |
| Post-traumatic generalised epilepsy, one or two seizures per month, with treatment | 50 |
| Complete anosmia | 4 |
| Fracture of the bones of the nose or nasal septum with respiratory distress | 3 |
| Unilateral total nasal valve stenosis | 4 |
| Unconsolidated fracture of the lower jaw | 20 |
| Total or almost total loss of teeth:<br>• With the possibility of a prosthesis<br>• Without the possibility of a prosthesis | <br>10<br>35 |
| Complete ablation of the lower jaw | 70 |
| Loss of skull substance affecting both plates, and with a maximum diameter of:<br>• More than 4 cm<br>• More than 2 cm and equal to or less than 4 cm<br>• Of 2 cm | <br>35<br>25<br>15 |

## 2. Partial Permanent Disability Table - Upper Limbs and Shoulders

| Name | % D | % E |
|---|---|---|
| Collarbone fracture with clear sequela | 5 | 3 |
| Slight shoulder stiffness | 5 | 3 |
| Shoulder stiffness, forward projection and abduction not reaching 90.º | 15 | 11 |
| Complete loss of shoulder movement | 30 | 25 |
| Amputation of the upper third of the arm or complete loss of arm use | 70 | 55 |
| Complete loss of use of one hand | 60 | 50 |
| Unconsolidated fracture of one arm | 40 | 30 |
| Pseudarthrosis of both forearm bones | 25 | 20 |
| Complete loss of elbow movement | 20 | 15 |
| Amputation of the thumb:<br>• Loss of metacarpal<br>• Retention of metacarpal | <br>25<br>20 | <br>20<br>15 |
| Index finger amputation | 15 | 10 |
| Middle finger amputation | 8 | 6 |
| Ring finger amputation | 8 | 6 |
| Little finger amputation | 8 | 6 |
| Complete loss of wrist movement | 12 | 9 |
| Pseudarthrosis of a single forearm bone | 10 | 8 |
| Fracture of the first metacarpal with sequelae resulting in functional incapacity | 4 | 3 |
| Fracture of the 5th metacarpal with sequelae resulting in functional incapacity | 2 | 1 |

## 3. Partial Permanent Disability Table - Lower Limbs

| Name | % |
|---|---|
| Disarticulation of a lower limb by the hip joint or complete loss of use of one lower limb | 60 |
| Amputation of the thigh in the middle third | 50 |
| Complete loss of use of one leg below the knee joint | 40 |
| Complete loss of foot | 40 |
| Unconsolidated thigh fracture | 45 |
| Unconsolidated leg fracture | 40 |
| Partial amputation of one foot, including all toes and part of the foot | 25 |
| Complete loss of hip movement | 35 |
| Complete loss of knee movement | 25 |
| Complete ankylosis of the ankle in a favourable position | 12 |
| Moderate sequelae of transverse kneecap fracture | 10 |

| (continued) **Name** | % |
|---|---|
| Shortening of a lower limb by: | 20 |

| | |
|---|---|
| • 5 cm or more<br>• 3 cm or more, but less than 5 cm<br>• 2 cm or more, but less than 3 cm | 15<br>10 |
| Amputation of the big toe with its metatarsal | 10 |
| Complete loss of any toe, excluding the big toe | 3 |

**4. Partial Permanent Disability Table - Spine - Thorax**

| Name | % |
|---|---|
| Cervical spine fracture without spinal cord injury | 10 |
| Fracture of the dorsal or lumbar spine - compression with clear spinal rigidity, with neurological signs | 10 |
| Neck pain with clear spinal rigidity | 5 |
| Lower back pain with clear spinal rigidity | 5 |
| Paraplegia fruste, able to walk, spasmodicity dominating the paralysis | 20 |
| Radicular pain with irradiation (mild form) | 2 |
| Isolated fracture of the sternum with minor sequelae | 3 |
| Uni-costal fracture with minor sequelae | 1 |
| Multiple rib fractures with major sequelae | 8 |
| Residues of a traumatic stroke with radiological signs | 5 |

**5. Partial Permanent Disability Table - Abdomen**

| Name | % |
|---|---|
| Ablation of the spleen, with haematological sequelae, without clinical manifestations | 10 |
| Nephrectomy | 20 |
| Abdominal scar from surgical intervention with 10 cm eventration, not operable | 15 |

**System for bonuses and penalties due to accident claims (bonus/malus)**

**Premium Percentage for New Contracts**

| | Number of years without claims | | | | | | |
|---|---|---|---|---|---|---|---|
| Number of claims with liability in the last 5 years | 0 | 1 | 2 | 3 | 4 | 5 | 6 or more |
| 0 | 100% | 90% | 85% | 80% | 75% | 70% | 65% |
| 1 | 110% | 100% | 90% | 85% | 80% | | |
| 2 | 150% | 130% | 110% | 100% | 90% | | |
| 3 | 200% | 150% | 130% | 110% | 100% | | |

**Evolution of Penalty and Bonus System**

| Prior Premium Percentage | Premium percentage for following annuity |
|---|---|

| | Number of claims in the year | | | |
|---|---|---|---|---|
| | **0** | **1** | **2** | **3 or more** |
| **40%** | 40% | 60% | 80% | 130% |
| **42%** | 40% | 65% | 85% | 150% |
| **44%** | 42% | 70% | 90% | 150% |
| **46%** | 44% | 70% | 90% | 150% |
| **48%** | 46% | 75% | 100% | 150% |
| **50%** | 48% | 80% | 100% | 200% |
| **55%** | 50% | 85% | 110% | 200% |
| **60%** | 55% | 90% | 110% | 200% |
| **65%** | 60% | 100% | 130% | 200% |
| **70%** | 65% | 100% | 130% | 250% |
| **75%** | 70% | 110% | 150% | 250% |
| **80%** | 75% | 110% | 150% | 250% |
| **85%** | 80% | 130% | 200% | 250% |
| **90%** | 85% | 130% | 200% | 250% |
| **100%** | 90% | 150% | 250% | 300% |
| **110%** | 100% | 150% | 250% | 300% |
| **130%** | 110% | 200% | 250% | 300% |
| **150%** | 130% | 200% | 300% | 300% |
| **200%** | 150% | 250% | 300% | 300% |
| **250%** | 200% | 300% | 300% | 300% |
| **300%** | 250% | 300% | 300% | 300% |

## Coverages Involved

1. The evolution of the system of bonuses and penalties depends on the accident claims pattern of the Civil Liability (Compulsory and Optional) and Impact, Collision and Rollover coverages.
2. Bonuses and penalties due to accident claims are levied on the premiums for Civil Liability, Impact, Collision and Rollover coverages.

## Evolution of Rate Premiums

1. The bonus/penalty applicable to new Contracts will be applied to the rate in force at the time of subscription, in accordance with the rules set out in this annex.
2. With regard to the system of bonuses and penalties due to accident claims, the evolution of rate premiums is based on the number of Theoretical Claims, as defined in the following point and according to the rules for transitioning between levels of bonuses/penalties contained in this annex.
3. To determine the number of Theoretical Claims, the nature of the claim (namely material damages or personal injury) and the degree of liability of the insured vehicle's driver in the claim are taken into account, per the weightings in this annex.
4. Bonuses/penalties are levied on the premiums of the rate applicable at the time of Contract renewal, after applying any bonuses/penalties from prior annuities. The applicable bonus or penalty percentages per theoretical claim are set out in this annex.
5. If no Theoretical Claim occurs after 3 annuities, regardless of the previously existing penalty level, no Contract may be penalised.
6. In addition to that stated in the previous point, no Contract may have a penalty level of more than 500%.

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**This document is available in portuguese, english and in french. In the event of any inconsistencies, the portuguese-language version shall apply.**