

# **Local Accommodation**

## **Pre-Contractual Conditions**

Zurich Insurance Europe AG, Sucursal em Portugal, an entity legally authorized to carry out the insurance business, with permanent representation in Portugal, at Rua Barata Salgueiro, no. 41, 1269-058 Lisboa, underwrites the Zurich Accommodation, whose main features are presented in the following Pre-contractual Conditions

#### 1. Contract Purpose and Covers

1. This contract ensures the obligation to insure the buildings constituted under a horizontal property regime, both in terms of autonomous fractions and in relation to the common parts, which are identified in the policy, against the risk of fire, even if there has been negligence by the insured or by the person for whom he is responsible.

2. The purpose of this agreement is also to cover the following risks related to damages caused to the assets identified in the Specific Conditions:

a) Real estate - Building or fraction of a building not set up under a horizontal property regime

- b) Movable property contents
- c) Non-contractual civil liability

**3.** By way of specific agreement to this end, other risks, values and/or costs stated in the Specific Conditions may be the object of this contract.

#### 2. Risks Covered and Definition of Covers

## 1.

This contract covers the risks identified in this clause 4, in accordance with the deductibles indicated in the Specific Conditions:

- 1. Fire, lightning and explosion
- 2. Smoke
- 3. Heat damage
- 4. Storms
- 5. Flooding
- 6. Water damage
- 7. Subsidence
- 8. Investigation of failure or breakdown
- 9. Aesthetic damage
- **10.** Damage to Plumbing and Underground Cables
- **11. Spillage from Hydraulic Fire Protection Systems**
- 12. Spillage from heating and air-conditioning systems
- 13. Electrical Risks Sum insured for primary risk
- 14. Deterioration of Refrigerated Products

- 15. Theft or robbery
- 16. Theft-related damage to buildings
- 17. Demolition and removal of debris
- 18. Removal of mud
- 19. Aircraft collision
- 20. Accidental falling of trees
- 21. Collision of land vehicles and animals
- 22. Collision by solid objects
- 23. Breakage of glass, mirrors, signs, illuminated signs and sanitaryware
- 24. Damage to Works of Art, Decorative Items and Ornamental Plants
- 25. Breakage or falling of aerials
- 26. Breakage or falling of solar and/or photovoltaic panels
- 27. Reconstruction of Walls, Gates and Fences
- 28. Restoration of gardens
- 29. Civil liability of the insured and household
- 30. Civil liability of owner of real estate
- 31. Damage to landlord's property
- 32. Damage to employees' property
- **33.** Damage to Third-party property
- 34. Acts of authorities, public and emergency services
- 35. Temporary loss of use of rented or occupied premises
- 36. Temporary move
- **37.** Document-related expenses
- 38. Replacement of documents
- **39.** Architects, Experts and Technicians' Fees
- 40. Inclusion of new property or improvements to existing ones
- 41. Strikes, riots and public unrest
- 42. Acts of vandalism, malicious acts or sabotage
- 43. Theft or robbery of valuables from safes in rooms
- 44. Breakdown of home automation systems
- 45. Security Service
- 46. Assistance to the establishment

#### 2.

Without prejudice to the general exclusions provided for in clause 6 of Chapter III and the exclusions specific to each cover, Zurich guarantees to pay the Insured under this contract and up to the limit of the sum insured for each of the risks covered, compensation or the reparation of losses and damages caused to the insured property, as a consequence of:

## 2.1 Fire, Lightning and Explosion

Covering, up to the limit established in the Specific Conditions, damages caused to the insured property as a result of:

a) Fire, even if there has been negligence on the part of the Insured or of person for whom he is responsible;

b) In addition to the coverage provided for in the previous paragraph, damage caused to the insured property as a result of the means employed to combat the fire, as well as damage caused by heat, smoke, steam or explosion as a result of the fire, shall also be covered, as well as any removals or destruction carried out by order of the competent authority or practiced for the purposes of salvage, if it is due to the fire or any of the events previously foreseen;

c) Unless otherwise agreed, damages caused by mechanical action of lightning strikes, explosion or other similar accidents, even if not accompanied by fire, are included.

## 2.1.1 Fire, Lightning and Explosion - Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III and unless otherwise agreed in the policy, any losses or damages caused by the following are excluded:

- Fire and/or explosion arising, directly or indirectly, from seismic phenomena, earth tremors, earthquakes, volcanic eruptions, tsunamis, underground fire.

- Strikes, riots and public unrest, acts of terrorism, vandalism, malicious acts or sabotage; direct effects of electric current in appliances, electrical installations and their accessories, including overvoltage and overcurrent, including those produced by atmospheric electricity, such as that resulting from lightning and short-circuits, even in the event of a fire; loss, theft or robbery of the insured property, when committed during or following any accident covered.

## 2.1.2 Fire, Lightning and Explosion - Deductibles

No deductible shall apply to this coverage.

#### 2.2 Smoke

Covering up to the limit established in the Specific Conditions, damages caused to the insured property as a result of:

a) Sudden, abnormal smoke leaks or leakages occurring in places where there is combustion, cooking or heating systems, provided that they form part of the premises of the real estate and are connected to chimneys by means of suitable conduits.

#### 2.2.1 Smoke - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) As a result of the continuous action of smoke, which is taken to mean the habitual, permanent and habitual emission of fumes coming from the respective emitters and which therefore does not occur as a consequence of any accident or sudden event, namely damages related to smoking, the normal and continued use of fireplaces, stoves and heaters;

b) For smoke produced and emitted from places or installations that are not insured by this policy;

c) Caused by the poor condition or poor upkeep of equipment;

d) Caused to the insured installation itself.

#### 2.2.2 Smoke - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage. 2.3 Heat Damage Covering, up to the limit set in the Specific Conditions, compensation for damages caused to the insured property by the sudden, unforeseen action of heat, namely heat from fireplaces, stoves and heaters, on nearby objects.

## 2.3.1 Heat Damage - Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III, the following losses or damages are also excluded:

a) Caused by the poor condition or poor upkeep of the equipment;

c) Caused to the insured installation itself.

#### 2.3.2 Heat Damage - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.4 Storms

Covering, up to the limit established in the Specific Conditions, damages caused to the insured property as a result of:

a) Typhoons, cyclones, tornados and any direct action of strong winds and the impact of objects thrown or projected by them (provided that their violence destroys or damages several well-constructed properties, objects or trees in a radius of 5 km around the insured assets).

If in doubt, the Insured may prove, by way of a document issued by the nearest meteorological station, that at the time of the accident the winds reached an exceptional speed (a speed of over 100 km/hour);

b) Fall of hail, provided that this atmospheric phenomenon causes damages to real estate within a radius of 5 kilometres surrounding the property insured, and the Insured may, in case of doubt, provide proof in the form of a document issued by the nearest meteorological station;

c) Flooding owing to rain or snow, provided that these atmospheric agents enter the insured real estate as a result of damage caused by the risks mentioned in a), on condition that said damage occurs within 48 hours of the partial destruction of the real estate insured;

d) Snowfall, where this occurs abnormally and the corresponding atmospheric disturbance cannot be considered, either owing to the time when the phenomenon occurs or owing to its intensity, as being characteristic of a given time of year or geographic locations which foster their occurrence.

The abnormal nature of this atmospheric phenomenon will be verified through damages occurring as a result of the same cause in buildings located within a radius of 5 kilometres surrounding the insured property and, in case of doubt, the Insured can provide proof by way of a document issued by the nearest meteorological station.

**Sole Paragraph:** Damages occurring within the 48 hours following the time when the insured property suffers the first damages are considered to constitute the same, single claim.

#### 2.4.1 Storms - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) By the action of the sea and other natural or artificial surfaces of water, of whatever nature, even if these events are caused by a storm;

b) In buildings or constructions made of non-resistant materials and in any objects that are inside them, and also, when the buildings are in a state of recognised degradation at the time of the occurrence;

c) In buildings whose structure is not designed to withstand the normal effects of snowfall;

d) In goods and/or other movable assets in the open air;

e) Infiltration through walls, ceilings, doors, windows, skylights, terraces or awnings, as well as dripping, dampness, condensation and/or oxidation, except when directly resulting from the risks provided in paragraph a) of the covers of this coverage;

f) By water, snow, hail, sand or dust, which penetrates through doors, windows or other openings of the building left open or whose insulation and/or closing mechanism is defective;

g) By temperature variations, even if they are due to snowfall or hail;

h) On solar and photovoltaic panels and their structures and hawsers unless "Solar Panels" or "Photovoltaic Panels" coverage has been contracted.

Sole Paragraph: The exclusion provided for in the previous paragraph does not apply to blinds, external blinds and awnings when the damage results from falling hail as provided in paragraph b), no.2.4 of Clause 4.

#### 2.4.2 Storms - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.5 Flooding

Covering, up to the limit established in the Specific Conditions, damages caused to the insured property as a result of:

a) Downpours or torrential rain – atmospheric precipitation whose intensity is greater than 10 millimetres in 10 minutes, measured on the pluviometer; In case of doubt, the Insured may prove, by way of a document issued by the Institute of Meteorology that the precipitation which occurred equalled or exceeded the values mentioned above;

b) Bursting of adductors, collectors, drains, dikes and dams;

c) Mudslides or overflowing from the bed of natural or artificial watercourses.

#### 2.5.1 Flooding - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Rising tides and storm tides, as well as the continued action of the sea or other maritime surfaces, whether natural or man-made;

b) In buildings or constructions made of non-resistant materials and in any objects that are inside them, and also, when the buildings are in a state of recognised degradation at the time of the occurrence;

c) Infiltration through walls, ceilings, doors, windows, skylights, terraces or awnings, as well as dripping, dampness, condensation and/or oxidation, except when directly resulting from the risks provided in paragraph a) of the covers of this coverage;

d) In goods and/or other movable property existing in the open air.

## 2.5.2 Flooding - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.6 Water Damage

Covering, up to the limit established in the Specific Conditions, damages caused to the insured property, of a sudden, unforeseen nature, as a result of:

Breakage, defect, clogging or overflowing of the internal water distribution and sewage system of the property (including storm drainage systems), as well as appliances or utensils connected to the water and sewage system of said property and their respective connections.

## 2.6.1 Water Damage - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Resulting from taps left open, unless there has been a lack of water supply, in which case the Insured must prove this by way of a document issued by the water supplier;

**b)** Resulting from the entrance of rainwater through roofs, doors, windows, skylights, terraces and awnings, and also the reflux of water from pipes or sewers not belonging to the property;

c) Resulting from Infiltrations through walls and/or ceilings, dampness and/or condensation, except in the case of damages resulting from the coverage considered in this Clause;

d) Resulting from water flowing from pipes or connections, as a result of defective assembly or construction;

e) Resulting from clogging due to negligence and/or a lack of maintenance;

f) Which are not sudden and unforeseeable, in particular the damage caused by the gradual deterioration of the insured property due to the prolonged and continuous action of the water, whatever its origin;

g) Resulting from rising groundwater lines.

#### 2.6.2 Water Damage - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.7 Subsidence

Covering, up to the limit established in the Specific Conditions, any damages caused to the insured property as a result of the following geological phenomena: landslides, slides and subsidence, as defined in Clause 1.

#### 2.7.1 Subsidence - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Resulting from the total or partial collapse of the structures insured, unrelated to the geological risks covered caused directly or indirectly by vibrations, groundwater depletion, earthworks or weakening of structures, excavations, foundations, pile-driving and similar;

b) Occurring to real estate or other property insured, which are based on foundations that contravene the technical standards or good engineering practices governing their implementation, in line with the characteristics of the land and the type of construction or property involved in this coverage;

c) Resulting from failings in the construction, design, land quality or other characteristics of the risk that were or should have been previously known to the policy holder and/or the Insured, as well as any damage to the property insured which is subject to the continuous action of erosion and water action, unless the Insured proves that the damage is unrelated with said phenomena;

d) Arising from any of the above risks, provided that they occur during seismic events or within 72 hours of the last occurrence of the seismic phenomenon;

e) Caused to the insured property if, at the time of the event, the property was already damaged, collapsed or had moved from its foundations, walls, ceilings, gutters or roofs;

f) Caused on embankments and walls intended for the containment of land;

g) Caused to walls, fences and gates, which are still covered if they are accompanied by the total or partial destruction of the construction where these elements are inserted;

h) Caused to solar and/or photovoltaic panels, their structures and hawsers.

#### 2.7.2 Subsidence - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.8 Investigation of failure or breakdown

Covering, up to the limit established in the Specific Conditions, the expenses incurred by the Insured in the investigation of breakdowns, and the respective repair and replacement of the conduits, pipes

and apparatus or utensils connected to the internal water distribution network, which have given rise to damage within this coverage, even if there are no indemnifiable damages under the Water Damage coverage.

## 2.8.1 Investigation of failure or breakdown - Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III, the following losses or damages are also excluded:

a) Those that derive from a lack of maintenance or upkeep of the water and sewage systems of the building and there are clear and unmistakable signs that they are deteriorated or damaged, borne out by oxidation, infiltrations;

b) Those which involve the repair or replacement of sanitary appliances, boilers, accumulators, water heaters, radiators, air conditioning and, in general, any connected apparatus, including household appliances, to fixed installations;

c) Those related with the increase in the consumption of water lost as a result of a claim.

#### 2.8.2 Investigation of failure or breakdown - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.9 Aesthetic Damage

#### 1.

Covering, up to the limit set in the Specific Conditions, any additional expenses that the Insured must incur, as a consequence of any claim covered by the policy, to safeguard the continuity and aesthetic harmony of the real estate or fraction insured, and which exacerbate the costs of repairing the damage suffered.

Covers payment of any expenses necessary to replace property or part thereof, not directly affected by the accident, in order to standardise the visual appearance, texture, colour, format or size of the latter in relation to the property repaired or replaced.

This cover only pertains to the repair or replacement, for aesthetic reasons, of that property not affected by the accident which are located in the fraction division insured where the damage covered by the contract occurred or, when the whole real estate unit is insured, in that part of the latter that has been affected.

#### 2.

Compensation shall be calculated on the basis of the application of materials endowed with the same characteristics as those used as at the date of the claim.

Sole Paragraph: This coverage only works for damage to the real estate not covered by compulsory insurance. The damages covered by this coverage as a consequence of fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of the same coverage 2.1.

## 2.9.1 Aesthetic Damage - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, this coverage also excludes the replacement of any parts corresponding to collections or set of objects that are missing

to complete the unit, namely volumes of a literary or musical work, tableware or crockery, elements of a series of paintings or artistic figures.

#### 2.9.2 Aesthetic Damage - Deductibles

This coverage is not subject to any deductibles.

#### 2.10 Damage to Plumbing and Underground Cables

Covering, up to the limit set in the Specific Conditions, any material damages caused to underground water pipes, sewers, gas, phone and electric cables, to the branch lines that stretch from the respective general public supply network to the entrance of the building insured, as a direct consequence of any claim covered by this policy, in accordance with its coverage. In the event of an accident, compensation shall be limited to payment of the costs related with the repair or replacement of the property.

Sole Paragraph: This coverage only works for damage to the real estate not covered by compulsory insurance. The damages covered by this coverage as a consequence of fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of the same coverage 2.1.

#### 2.10.1 Damage to Plumbing and Underground Cables - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following losses or damages are also deemed to be excluded:

a) Lack of maintenance or upkeep of underground pipelines;

b) Deterioration or normal wear and tear due to continued use, provided there is evidence that the pipes or installations were already deteriorated prior to the occurrence of the accident, in particular the existence of previous damages without having been completely repaired or replaced.

#### 2.10.2 Damage to Plumbing and Underground Cables - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.11 Spillage from Hydraulic Fire Protection Systems

Covering, up to the limit set in the Specific Conditions, damage caused to the insured property as a result of the accidental spillage of water or other substances used in the hydraulic fire protection systems due to the lack of watertightness or leakage or a general failure in the system.

(i) These systems include water tanks, water pipes, fire hydrants, hydrants, valves and, in general, all hydraulic installations intended exclusively for firefighting.

## 2.11.1 Spillage from Hydraulic Fire Protection Systems - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any losses or damages suffered by the hydraulic fire protection system itself are also excluded from this coverage as well as any losses caused by:

a) Underground pipelines or which are situated outside the insured sites or tanks where water is contained;

**b)** Spillage arising from manufacturing defects in fire-fighting equipment;

c) Poor condition or upkeep of fire-fighting equipment.

2.11.2 Spillage from Hydraulic Fire Protection Systems - Exclusions - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.12 Spillage from heating and air-conditioning systems

Covering, up to the limit set in the Specific Conditions, the payment of compensation for damages directly caused to the insured property as a result of the accidental spillage of liquids used in any fixed or mobile HVAC installation intended for heating or cooling the environment.

2.12.1 Spillage from heating and air-conditioning systems - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Caused by spillage arising from defects in the manufacture of the equipment provided that this is covered, or owing to the fact that taps, valves or other safety devices have been left open or not properly closed;

b) Caused by the poor condition or poor upkeep of the equipment;

c) Caused to the insured installation itself.

2.12.2 Spillage from heating and air-conditioning systems - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.13 Electrical Risks - Sum insured for primary risk

Covering, up to the limit set in the Specific Conditions, losses or damages caused to any electric machines, transformers, electrical apparatus and installations and their accessories, computer equipment and electronic equipment and home automation equipment owing to the direct effects of electric current, including overvoltage and overcurrent, namely those produced by atmospheric electricity and short-circuits, even when it does not result in a fire.

## 2.13.1 Electrical Risks - Sum insured for primary risk - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Caused to fuses, heating resistors, bulbs of any nature, cathode-ray tubes of electronic components, if not caused by fire or by the explosion of a neighbouring object;

b) Owing to wear and tear from usage or any deficiency in mechanical operation, as well as due to faults or defects existing at the electrical installation or in the equipment insured;

c) Damages for which the manufacturers, suppliers, sellers or firms responsible for any repair of the insured property are contractually or legally liable;

d) Caused to panels and transformers of more than 500 KW and to engines with more than 10 H.P.;

e) Caused to equipment whose existence is not proven through the proof of the existence thereof;

f) In solar and photovoltaic panels;

g) Damages due to intentional overloads, tests or experiments that involve abnormal electric current conditions;

h) Damage resulting from the use of insured computer equipment after it has suffered damages which could be compensated under this coverage, without its definitive repair having been carried out and covering its normal functioning;

i) In external memories or external drives and the information contained therein, as well as the recovery of lost or damaged documents and computer files;

j) Consequential, caused directly or indirectly, by a public grid power failure or interruption;

h) As a result of any internal malfunction of the appliances and equipment.

#### 2.13.2 Electrical Risks - Sum insured for primary risk - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.14 Deterioration of Refrigerated Products

#### 1.

Covering, up to the limit set in the Specific Conditions, any damages resulting from deterioration occurring in foodstuffs stored at the time of the accident in refrigerators, cold rooms or freezers as a consequence of:

a) Failure of the machines or equipment that produce cold;

#### b) Accidental loss of coolant;

c) Disruption of electrical energy to the apparatus which contains the property owing to an accident covered by the policy.

**1.1** For the purposes of this coverage, a breakdown is taken to mean that defined in numbers 1 and 2 of the Special Condition "007 Machine Breakdown", as well as with those exclusions set out in number 6 of said Special Condition.

**1.2** This coverage takes effect even when the Special Condition "007 Machine Breakdown" has not been contracted.

#### 2.14.1 Deterioration of Refrigerated Products - Exclusions

#### 1.

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Owing to the deterioration of goods stored within refrigerating appliances during the "grace period" as a result of fluctuations in the recommended refrigeration temperature, unless said deterioration has been caused:

- . By contamination owing to a spillage of the coolant;
- . By the erroneous freezing of goods;
- . On fresh goods that have not yet reached the required refrigeration temperature.

**b)** In stored goods due to natural weight loss, defect or specific fault, natural decomposition or putrefaction and the elapsing of the expiry date;

c) Inappropriate storage, damage to packaging material and damage due to insufficient air circulation or to temperature fluctuation;

d) That derives from any provisional repair to the machines or units of the refrigeration and/or freezing plant, carried out without the prior agreement of Zurich;

e) To goods stored at refrigeration and/or freezing facilities of the "controlled atmosphere" type;

- f) Due to a refrigerator handling error;
- g) Due to insufficient refrigerator efficiency;
- h) Owing to a construction or installation error of the refrigerator;
- i) Due to a power cut caused by a fact imputable to the Insured;
- j) For any cause other than those covered by the coverage;
- k) Caused to appliances owing to the deterioration of food.

## 2.

The Grace Period means the period of twenty-four (24) hours, which begins immediately after the interruption of the refrigeration and/or freezing process.

#### 3.

Subject to liability for any damages and losses, the Insured undertakes to:

a) Keep the refrigeration and/or freezing plant in good working order and take those reasonable precautions recommended by the manufacturer or Zurich in order to prevent loss and damage;

b) Comply with and enforce the technical regulations, legal regulations, specifications and recommendations of the manufacturers or sellers regarding the use of the refrigeration and/or freezing plant.

2.14.2 Deterioration of Refrigerated Products - Deductibles

The deductible applicable to this coverage and paid by the Insured corresponds to the grace period provided for in the Specific Conditions.

2.15 Theft or Robbery

1.

Covering, up to the limit set in the Specific Conditions, damages caused to the insured property resulting from the disappearance, destruction or deterioration of the objects identified in the Specific Conditions, due to a robbery or theft (attempted, failed or successful) committed inside the premises described and in one of the following circumstances:

a) Carried out by way of a break-in, unlawful entry or false keys;

b) Committed without the previous constraints, when the perpetrator or perpetrators of the crime sneak into the premises or hide in the latter with the intention of stealing;

c) Committing violence against the people who work or are located at the risk site or using threats with imminent danger to their physical well-being or life or rendering them unable to resist in whatsoever way;

#### 2.

Subject to liability for any damages and losses, the Insured undertakes to:

a) Immediately submit a complaint to the competent authorities, providing Zurich with documentary evidence, and take all steps within its reach geared towards finding the stolen objects and the perpetrators;

b) Notify Zurich, within 24 hours, in the event of the recovery of all or part of stolen or robbed goods, whenever this occurs.

## 2.15.1 Content Theft or robbery - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) Theft or robbery of objects in the open air and/or in public spaces, courtyards, stairways, access corridors, terraces, annexes, balconies, porches or lobbies which are not closed or in buildings or fractions which cannot be closed or whose accesses cannot be locked shut;

**b)** The disappearance, loss or misplacement, as well as the theft of any kind and any failures or faults found during the course of stock control or inventory;

c) Theft or robbery of which the Policyholder, the Insured or the persons cohabiting with the Insured or those forming part of the family, as well as the following relatives, irrespective of cohabitation, are the perpetrators or accomplices: spouse or living person in de facto union with the Insured, descendants, ascendants and siblings, adopted and related, directly and up to the second degree of collateral kinship, adopted, under the guardianship or tutorship thereof;

d) Theft or robbery of which they are the perpetrators or accomplices employed by the Policyholder or the Insured, as well as any people entrusted with the keys of the building or fraction, including any clients or tenants of the Insured;

e) The theft, robbery and/or misplacement of the insured property when committed during or following any other claim covered by the policy, as well as any thefts directly or indirectly related with the coverage of Acts of Terrorism and Acts of Vandalism;

f) Any theft subsequent to a failure to replace the locks or their mechanisms in the event of the theft, robbery or loss of the keys of the property and subsequent to the abandonment, even if temporary, of the keys to the doors or to some other place accessible to anyone;

g) Theft during the course of works at the risk site, as well as in the event of the scaling of the scaffolding of works on neighbouring properties, as long as there is no unlawful entry of the real estate where the insured property is located;

h) The objects in tents or caravans;

i)Any goods in garages and storerooms are only guaranteed if the premises are for the exclusive access of the Insured and have been properly closed, excluding from the cover any property located in places which are commonly used or in "open spaces", unless otherwise agreed in the contractual terms of the policy;

j) Thefts or robberies committed via doors, windows or similar, when left open;

k) Theft or theft of valuables, namely in cash (national or foreign), cheques, bills, sealed amounts, postal orders, shares and bonds.

## 2.15.2 Content Theft or robbery - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

## 2.16 Theft-related damage to buildings

Covering, up to the limit set in the Specific Conditions, damages directly caused to the insured real estate identified in the specific conditions as a consequence of theft or robbery, whether attempted, failed or successful, committed by the means provided and referred to in coverage 2.15 Theft or Robbery.

## 2.16.1 Theft-related damage to buildings - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, we also consider excluded from this coverage the damages caused to the real estate as a consequence of:

a) The disappearance without trace or physical evidence of components of the property;

b) Theft or robbery of which the Policyholder, the Insured or the people cohabiting with the Insured or those forming part of the household, as well as the following relatives, irrespective of cohabitation, are the perpetrators or accomplices: spouse or person living in de facto union with the Insured, descendants, ascendants and siblings, adopted and similar, directly and up to the second degree of collateral kinship, adopted, under the guardianship or tutorship thereof;

c) Theft or robbery of which they are the perpetrators or accomplices employed by the Policyholder or the Insured, as well as any people entrusted with the keys of the building or fraction, including any clients or tenants of the Insured;

e) The theft, robbery and/or misplacement of the insured property when committed during or following any other claim covered by the policy, as well as any thefts (looting) directly or indirectly related with the coverage of Acts of Terrorism and Acts of Vandalism.

#### 2.16.2 Theft-related damage to buildings - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.17 Demolition and Removal of Debris

Covering, up to the limit set in the Specific Conditions, the payment of expenses reasonably defrayed on the demolition and removal of debris caused by the occurrence of any claim covered by this contract.

Sole Paragraph: This coverage only works for damage to the real estate not covered by compulsory insurance or damage to contents. The damages covered by this coverage as a consequence of fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of the same coverage 2.1.

#### 2.17.1 Demolition and Removal of Debris - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) Any expenses related with the decontamination or depolluting operations of the place where the incident occurred, as well as the insured property itself or any debris resulting from the occurrence;

b) Unless otherwise agreed in the Specific Conditions, the costs of demolishing any part of the insured building or fraction thereof that is not damaged, even if said demolition results from a legal or regulatory obligation, are specifically excluded from this coverage.

#### 2.17.2 Demolition and Removal of Debris - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.18 Removal of mud

Covering, up to the limit set in the Specific Conditions, the expenses that the Insured must bear on the removal or extraction of mud, as a consequence of a flood covered by this contract as established in no.2.5 Floods of this Clause.

#### 2.18.1 Removal of mud – Exclusions

Only the general exclusions provided for in clause 6 of Chapter III apply to this coverage.

#### 2.19.2 Removal of mud – Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.19 Aircraft collision

Covering, up to the limit set in the Specific Conditions, the payment of compensation for any damage to the insured property as a result of:

a) Impact or fall of all or part of air navigation equipment and spacecraft or any objects falling from them or housed there;

b) Vibration or shock resulting from the breaking of the sound barrier by air navigation devices.

#### 2.19.1 Aircraft Collision - Exclusions

Only the general exclusions provided for in clause 6 of Chapter III apply to this coverage.

#### 2.19.1 Aircraft Collision - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.20 Accidental falling of trees

Covering, up to the limit set in the Specific Conditions, any material damages caused to the property insured as a consequence of the accidental falling of trees or any part thereof.

(i) Accidental fall shall mean any sudden and unforeseen situation leading to the breaking of the main trunk of the tree and/or branches, as well as its detachment by the root.

#### 2.20.1 Accidental Falling of Trees - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) In vehicles parked in open-air parks;

b) Owing to trees whose state of aging or degradation would have allowed the prior anticipation of their fall;

c) Owing to falling trunks or other branches, whose state of aging or fragility require regular maintenance both by the Insured and by other entities. When trees are owned by third parties, it is incumbent upon the Insured to undertake any action within its reach in order to avoid any damage to the assets insured;

d) Owing to any type of branches, leaves or substances produced by them, namely resins or other viscous products;

e) Owing to felling, thinning or pruning operations;

f) Based on the civil liability of the Insured for the falling of trees owned by the latter.

#### 2.20.2 Accidental Falling of Trees - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.21 Collision of land vehicles and animals

Covering, up to the limit set in the Specific Conditions, damage caused to the insured property as a result of a collision by land vehicles or animals, provided that they are not being driven by the Insured or by any party for whom it is civilly liable and provided that the damage is not caused to vehicles.

## 2.21.1 Collision of land vehicles and animals - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Caused by land vehicles and animals when the party liable for compensation is the Policyholder, a Person of his or her household or other people for whom they are civilly liable;

b) Suffered by the vehicles or animals themselves.

#### 2.21.2 Collision of land vehicles and animals - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.22 Collision by solid objects

Covering, up to the limit set in the Specific Conditions, the damage caused to the property insured as a result of collision by solid objects coming from the exterior.

#### 2.22.1 Collision by solid objects - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:

a) Caused to the awnings, enclosures or other property situated on the exterior of the risk site insured;

b) Caused by the fall of hail or other climatic phenomena;

c) Covered by the coverages 2.20 Accidental Falling of Trees and 2.21 Collision of land vehicles and animals.

#### 2.22.2 Collision by solid objects - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.23 Breakage of glass, mirrors, signs, illuminated signs and sanitaryware

Covering, whether real estate or contents have been insured, and up to the limit set in the Specific Conditions, any damages deriving from an accidental breakage caused to:

a) Fixed mirrors and glazing, including mounting costs, on windows, doors, flags, skylights, greenhouses, winter gardens and awnings. Fixed glass means transparent or mirrored glass sheets made of glass, silica, acrylic or some other material, with a thickness of 4 (four) mm or more, forming part of the real estate unit of the insured risk site;

b) Signs and illuminated adverts that are part of the insured site;

c) Sanitaryware which is part of the insured site, irrespective of its manufacturing material.

Sole Paragraph: An accidental breakage is an event of a sudden, external and unforeseeable nature that causes damage to the insured property, not covered nor can it be included in any of the other coverages of these General Conditions.

## 2.23.1 Breakage of glass, mirrors, signs, illuminated signs and sanitaryware - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, we also exclude from this coverage any damages to:

a) Glass or mirrors of artistic value, decorated or with inscriptions, stained glass and glass or mirrors which are suspended or in lamps;

- b) Glass or mirrors integrated into any engravings or paintings;
- c) Glass sheets, marble stones or similar, applied to furniture;
- d) Bulbs;
- e) Glass installed in cars and other vehicles;

f) Glass installed in buildings under construction or remodelling;

g) Supports, window/door frames or frames of the property which is the object of this cover.

2.

Any damages caused to insured property are also excluded from the cover of the present contract:

a) Which derives from assembly, dismantling and changing operations;

b) Owing to a defect in the manufacture, installation or placement or any other work carried out on them;

c) Any breakage caused by the operation of machinery and/or equipment which is located at the risk site designated in the Specific Conditions, provided that said situation is expected to occur;

d) Resulting from scratches, simple aesthetic defects or their own faults;

e) Caused, directly or indirectly, by a heat source;

f) Not placed on suitable supports.

2.23.2 Breakage of glass, mirrors, signs, illuminated signs and sanitaryware - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.24 Damage to Works of Art, Decorative Items and Ornamental Plants

Covering, up to the limit set in the Specific Conditions, any damages suffered by works of art, decorative items and ornamental plants as a consequence of a claim covered by this policy.

#### 2.24.1 Damage to Works of Art, Decorative Items and Ornamental Plants - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III and the specific exclusions of each of the coverages guaranteed in the basic coverage and provided for in the General Conditions.

#### 2.24.2 Damage to Works of Art, Decorative Items and Ornamental Plants - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.25 Breakage or falling of aerials

Covering, up to the limit set in the Specific Conditions, damages caused by external TV, Radio or telecommunications' aerials, as well as to their masts and hawsers, as a result of accidental breakage or fall, for reasons not covered nor likely to be covered by the other coverages of this contract.

#### 2.25.1 Breakage or falling of aerials - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any damage to aerials is also excluded from this coverage provided that:

a) It occurred during the assembly, disassembly, repair or maintenance of said aerials;

b) It occurred during the construction, repair, cleaning or remodelling of the real estate where the insured establishment is located.

#### 2.25.2 Breaking or falling of aerials - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.26 Breaking or Falling of Solar and Photovoltaic Panels

Covering, up to the limit set in the Specific Conditions, any damage caused to solar panels, wind energy and photovoltaic panels installed for use by the Insured, as a result of accidental breakage or fall, for reasons not covered or likely to be covered by the other coverages of this contract.

Damage incurred by the premises themselves shall also be covered.

#### 2.26.1 Breaking or Falling of Solar and Photovoltaic Panels - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any damage to Solar and Photovoltaic Panels is also excluded from this coverage provided that:

a) It occurred during the assembly, disassembly, repair or maintenance of said property;

b) It occurred during the construction, repair, cleaning or remodelling of the real estate where the insured establishment is located;

c) Damage to the pipes or pipes of the installation due to wear and tear from usage or any malfunction.

#### 2.26.2 Breaking or Falling of Solar and Photovoltaic Panels - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

Covering, up to the limit set in the Specific Conditions, as a direct consequence of the risks covered for the real estate insured, the payment of compensation for any damages caused to the following property:

a) Any fences and walls surrounding the insured real estate and/or the site on which the it is located, as well as the respective gates;

b) Property separation and/or demarcation walls and their respective gates, which do not form an integral part of the insured building;

c) Lamps, masts and other similar fixtures.

The coverages 2.4 Storms, 2.5 Flooding and 2.7 Subsidence for this type of property are specifically excluded, in other words, even if not accompanied by total or partial destruction of the building where these elements are inserted.

When determining the compensation amount, only the cost actually incurred and proven by the Insured as having spent on the reconstruction or recovery of the damaged property, respecting its previous characteristics, shall be taken into account, provided that it is effected within a period of 6 months as from the date of the claim.

Sole Paragraph: This coverage only works for damage to real estate not covered by compulsory insurance. The damages covered by this coverage as a consequence of fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of the same coverage 2.1.

## 2.27.1 Reconstruction of Walls, Gates and Fences - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, as well as the specific exclusions of each risk covered, the following are also deemed to be excluded:

a) Retaining walls and/or slopes on the property where the insured building is located;

b) Damages due to lack of maintenance or upkeep, as well as those due to normal deterioration or wear and tear from continued use;

c) Damage caused by or to the insured assets which are based on foundations which contravene the technical standards or good engineering rules for their implementation, depending on the characteristics of the land and the type of construction or assets involved;

d) Theft and robbery;

e) Damage to the soil, grass, trees and any other plants.

#### 2.27.2 Reconstruction of Walls, Gates and Fences - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.28 Restoration of Gardens

Covering, up to the limit set in the Specific Conditions, any damages directly caused as a direct consequence of the risks covered for the real estate insured, to the surrounding gardens of the insured building, including trees, flowers, grass and irrigation system.

When determining the amount of compensation, only the cost actually incurred and proven by the Insured to repair or rebuild lawns, substitute flowers, shrubs and trees for others of the same species or similar, but in young ones, shall be taken into account. Which is made within 6 months from the date of the claim.

Sole Paragraph: This coverage only works for damage to real estate not covered by compulsory insurance. The damages covered by this coverage as a consequence of fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of the same coverage 2.1.

## 2.28.1 Restoration of gardens - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) The bursting and/or malfunctioning of the irrigation system, its accessories and control elements;

b) The lack of maintenance or upkeep, as well as those resulting from normal deterioration or wear and tear from continued use;

c) The restoration, planting or regeneration of perishable plants for reasons other than a covered accident;

d) Demolition and Removal of Debris as well as any other type of earthworks.

#### 2.28.2 Restoration of gardens - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.29 Civil liability of the insured and household

1.

Covering, up to the limit set in the Specific Conditions, any indemnities legally payable to the Insured for any acts or omissions occurring or practiced in the context of his private life, based on non-contractual civil liability and resulting from personal injury and/or material damage caused to third parties.

**1.1.** The following people shall also be covered by this cover, provided that they live with the Insured on a shared economy basis:

- a) Spouse or similar person;
- b) Ascendants, descendants and siblings;
- c) Adopted and direct relations, those and up to the second degree of collateral kinship;

d) Under guardianship and tutorship;

e) Employees when in domestic service;

**1.2.** This cover also covers any damage caused by domestic animals, with the exception of "dangerous or potentially dangerous" animals, in accordance with the legislation in force, belonging to the Insured and cohabiting with the latter.

Sole Paragraph: The territorial scope of this coverage is the territory of the European Union and Switzerland.

## 2.29.1 Civil liability of the insured and household - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) Professional liability.

For the purposes of this policy, professional civil liability is attributable to the Insured is deemed to mean that arising from any claims made against the latter by third parties for pecuniary and non-pecuniary damage caused by negligent acts, errors or omissions that derive from any type of activity or professional performance, as well as the obligation to repair damages caused or suffered by the property or asset which is the object of the defective exercising of the profession;

b) Criminal, administrative or disciplinary liability;

c) The civil liability arising from the ownership of the insured property under coverage 2.30;

d) The playing of sports or recreational activities with the use of any weapons and practiced in conditions that contravene the current legal provisions, as well as the practising of competitive sports activities;

e) Any losses or damages due to non-compliance with the safety conditions imposed by the legislation in force regarding transit on the public highway of the animals provided for in the coverage;

f) Any losses or damages due to intentional acts or omissions of the Insured People (unless they are not fully capable of exercising rights) as well as those committed in a state of voluntarily acquired carelessness;

g) Any losses or damages caused to objects or animals of third parties entrusted to the custody of the Insured or rented by him, as well as those that have been delivered to him for transport, handling or use, as well as the theft, robbery or disappearance of any property;

h) Any losses or damages suffered by the Insured People as well as the spouses (or legally equivalent person), ascendants and descendants or people that they cohabit with or who live at their expense, or people who have social or working relations with the Insured or for whom the latter is civilly liable;

i) Any fines, administrative fines, fees, taxes, security and/or other penalties of any kind, as well as the pecuniary consequences of criminal proceedings or litigation in bad faith;

j) Appeal and appeal expenses of the Insured a Higher Court, unless Zurich deems it necessary;

 k) Any losses or damages caused by property, vehicles, road accidents and activities which, according to the law, must be subject to compulsory insurance for civil liability, whether contracted or not;

I) Any losses or damages caused by other land, air or water-powered motor vehicles, with the exception of motorized models with remote control (except for drones whose damage is wholly excluded);

m) Compensation due under the legislation for accidents at work as well as occupational diseases of any nature;

n) The contractual responsibilities of the Insured, insofar as they exceed his non-contractual liability, claims for damages from third parties based on indemnities established in the contracts that the Insured enters into with third parties, as well as any pure financial damage;

o) Any losses or damages caused in its proportionate share of the common shares pertaining to the real estate insured;

**p)** Supplementary compensation to which the Insured is sentenced by court decision, on a punitive or exemplary basis;

**q)** Any losses or damages resulting from a breach by the Insured of laws, regulations or technical or safety fines in force, applicable to its activity or to the property or equipment used;

r) Any losses or damages arising directly or indirectly from asbestos or any derivative thereof;

s) The civil liability arising from the possession of "dangerous or potentially dangerous animals" in accordance with the legislation in force;

t) Caused by practising the following sports:

- (i) Mountaineering;
- (ii) Underwater fishing;
- (iii) Speleology;
- (iv) Polo;
- (v) Water-skiing;
- (vi) Judo, Wrestling, Boxing, Karate and other martial arts;
- (vii) Winter sports;
- (viii) Aeronautical Sports;

2. Damage caused by domestic animals belonging to the Insured in the event of non-compliance with hygienic, prophylactic and therapeutic measures recommended in the case of infectious or parasitic diseases caused during their participation in shows, competitions, contests, exhibitions, advertising and similar manifestations, as well as by abandoned animals.

## 2.29.2 Civil liability of the insured and household - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.30 Civil liability of the Owner of real estate

Covering, up to the limit set in the Specific Conditions, indemnities legally payable to the Insured, as owner of the real estate insured, as well as the tenant or occupant of the risk site mentioned in the Specific Conditions, based on noncontractual civil liability and arising from personal injury and/or material damage caused to third parties.

Since the object of insurance is an autonomous fraction of a building under a horizontal property regime, this coverage also covers the civil liability of the Insured arising from damages caused by the common parts of the building in which the insured fraction is inserted, in proportion to the respective promille of the fraction.

## 2.30.1 Civil liability of the owner of real estate - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) Any losses or damages caused by installations which are precarious, or which do not comply with the legal or regulatory requirements of assembly, installation and safety;

b) Any losses or damages caused when the insured building, or the building where the insured fraction is inserted, is, at the time immediately prior to the accident, collapsing, displaced from its foundations, damaged or defective, in such a way that its stability and overall safety is affected;

c) Any losses or damages due to the lack of maintenance or upkeep of the water and sewage networks of the insured building or the building where the insured fraction is inserted, and there are clear, unmistakable signs of deterioration or damage, evidenced by oxidation, infiltrations or stains;

d) Any losses or damages resulting from non-compliance with legal or regulatory provisions related with the upkeep of buildings and/or their installations;

e) Any losses or damages caused by lifts and service lifts due to overloading, as well as when there is no contract established with an entity specialised in its inspection, maintenance and technical assistance or the inspection, maintenance or assistance has not been fulfilled;

f)Any losses or damages suffered by the Insured as well as the spouses (or legally equivalent person), ascendants and descendants or people that they cohabit with or who live at their expense, or people who have social or working relations with the Insured or for whom the latter is civilly liable;

g) Any losses or damages caused to real estate or movable property, rented, leased or held in any way by the Insured;

h) Any losses or damages caused to objects or animals of third parties entrusted to the Insured for any reason, as well as the theft, robbery or disappearance of any property;

i) Any losses or damages caused by activities and/or property that must be subject to Compulsory Civil Liability Insurance regardless of whether or not they were hired;

j) Any losses or damages caused by any land, air or water vehicles, with or without a motor;

**k)** Compensation due under the legislation on Occupational Accidents and occupational diseases, as well as all risks for which, according to the law, insurance is compulsory;

I) Any losses or damages arising from employer's civil liability;

m) Damages caused by sudden, accidental or gradual pollution, as well as caused to the environment, namely those caused directly or indirectly by pollution or contamination of the soil, water or atmosphere, including damage to fauna, flora, soil, water in accordance with DL 147/2008 of 29 July, as well as all those due to the action of fumes, vapours, vibrations, noises, odours, temperatures, dampness, electric current or harmful substances;

n) The contractual responsibilities of the Insured, insofar as they exceed their noncontractual liability, claims for damages from third parties based on indemnities established in the contracts that the Insured enters into with third parties, as well as any pure financial damage;

o) Any losses or damages resulting from maintenance work, modification or repair of the insured property;

p) Criminal, administrative or disciplinary liability;

**q)** Fines, administrative fines, fees, taxes, bonds, and/or other penalties of any nature, as well as the pecuniary consequences of criminal proceedings or litigation in bad faith, as well as the expenses of any appeal by the Insured to Higher Courts, unless Zurich deems it necessary;

r) Any indirect losses or damages, namely loss of profits, loss of use, loss of benefits, non-functioning or malfunctioning of the facilities and/or equipment;

s) Any losses or damages due to intentional acts or omissions of the Insured or of those who act on his behalf, as well as those practiced in a state of voluntarily acquired carelessness;

t) Civil liability arising out of maintenance, repair or construction works;

u) Arising from the use of lifts at the real estate in excess of capacity, use at times when it is prohibited as well as any damages imputable to lift maintenance companies.

#### 2.30.2 Civil liability of the owner of real estate - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.31 Damage to landlord's property

#### 1.

If specifically stated in the Specific Conditions, the material damages caused to property belonging to the Landlord caused by a claim covered by this policy, up to the limit set in the Special Conditions, are covered up to the limitations set forth in the contract.

Compensation may only be paid upon presentation of documents proving the expenses incurred and after being duly monitored by the Zurich authorities.

#### 2.

The contracted sum insured may exceed that indicated in these General Conditions, provided that it is identified in the Specific Conditions.

3.

Damages which may be compensated under this coverage do not accrue with the indemnities paid under coverage 2.23 Breakage of Glasses, Mirrors, Signs, Illuminated Advertisements and Sanitaryware.

## 2.31.1 Damage to landlord's property - Exclusions

Unless otherwise agreed in the Specific Conditions, this cover does not include any losses or damages suffered by the Insured, provided that the latter are caused by clients, guests or any other person with whom he has a contractual relationship.

Also applicable to this coverage are the general exclusions provided for in clause 6 of Chapter III and the specific exclusions of each coverage contracted.

#### 2.31.2 Damage to landlord's property - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.32 Damage to employees' property

Covering, up to the limit set in the Specific Conditions, any indemnities due for material damage suffered by the Insured's employees which are situated at the risk site mentioned in the policy at the time of a claim covered by the coverage contracted.

#### 2.32.1 Damage to employees' property - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III and the specific exclusions of each coverage, the following losses or damages are also excluded:

a) To vehicles, trailers and vessels, as well as their extras, components and accessories;

b) To any objects made of gold, silver, jewels, precious stones, watches, collection pens, leather items, works of art, tablets, mobile phones and money.

#### 2.32.2 Damage to employees' property - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.33 Damage to Third-party property

Covering, up to the limit set in the Specific Conditions, indemnities arising from direct material damages suffered by the property belonging to third parties including that of clients, which are at the risk site mentioned in the policy, due to the accident covered by this contract.

#### 2.33.1 Damage to Third-party property - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III and the specific exclusions of each coverage, the following losses or damages are also excluded: a) To vehicles, trailers and vessels, as well as their extras, components and accessories;

b) To any objects made of gold, silver, jewels, precious stones, watches, collection pens, leather items, tablets, mobile phones and money.

#### 2.33.2 Damage to Third-party property - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.34 Acts of authorities, public and emergency services

Covering, up to the limit set in the Specific Conditions, the payment of compensation for direct material damage caused to the insured goods or expenses incurred with the competent authorities as a consequence of:

a) Means used to combat fire, as well as damage from heat, smoke, steam or explosion as a result of fire;

b) Removals or destruction carried out during a fire by order of the competent authority, public or emergency services, for rescue operations;

c) Removals, destruction or forced entry, carried out by the competent authority, public or emergency services, during rescue operations or medical assistance.

Sole Paragraph: This coverage only works for damage to real estate not covered by mandatory insurance or damage to contents. The damages covered by this coverage as a consequence of fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of said same coverage.

#### 2.34.1 Acts of authorities, public and emergency services - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the specific exclusions of each coverage are also applicable.

#### 2.34.2 Acts of authorities, public and emergency services - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.35 Temporary loss of use of rented or occupied premises

Covering, up to the limit set in the Specific Conditions, in the event of an accident covered by this policy, which brings about the temporary loss of use of the leased or occupied premises, expenses that it has reasonably incurred in the transport of any insured objects not destroyed and their storage as well as:

#### 1.

a) The expenses that the Insured has to bear on his stay and of those that cohabit with him, on a shared economy basis;

b) Expenses and other costs that the Insured must defray rehousing any clients who, owing to the accident, are deprived of the use of the insured site and who are living there at the time of the accident.

2. Indemnity will be paid against documentary evidence of the expenses incurred, after deducting any charges to which the Insured would be subject if the accident had not occurred and which, in the meantime, he has ceased to bear;

**3**.The amount of the indemnity, excluding the transport of insured objects, shall be limited to that share of the maximum sum insured corresponding to the number of days of actual loss of use of the risk site;

4. Any insured property that has been transferred to another risk site under this coverage is still covered under the same conditions as this agreement, without prejudice to the rectification of the rate to that corresponding to the new risk site.

#### 2.35.1 Temporary loss of use of rented or occupied premises - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the specific exclusions of each coverage are also applicable.

#### 2.35.2 Temporary loss of use of rented or occupied premises - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.36 Temporary Move

This coverage guarantees, up to the limit established in the Special Conditions, the extension of the covers taken out for as long as the insured property temporarily remains at another risk site where the Insured has established his residence, for a period not exceeding 90 (ninety) days per year.

The Insured undertakes to notify Zurich at least 30 (thirty) days in advance of the new risk site.

#### 2.36.1 Temporary Move - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III and the specific exclusions of each coverage, the following losses or damages are also excluded:

a) Tents and caravans, as well as the damages caused to the property in them;

b) Motor vehicles, trailers and vessels;

c) Goods transferred to a non-permanent residence or second home of the Insured, taken to mean a town, country or beach house that constitutes a second home for the Insured.

#### 2.36.2 Temporary Move – Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.37 Document-related expenses

Covering, up to the limit of the amount set in the Specific Conditions, the reimbursement of the expenses incurred by the Insured as a direct consequence of any claim covered by the coverages

actually contracted, in order to obtain the documents, information or any other evidence requested by Zurich.

#### 2.37.1 Document-related expenses - Exclusions

Only the general exclusions provided for in clause 6 of Chapter III apply to this coverage.

## 2.37.2 Document-related expenses - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.38 Replacement of documents

Covering, up to the limit set in the Specific Conditions, the expenses pertaining to the replacement of personal documents, such as driving license, identity card, vehicle ownership, passports and other similar documents, deeds and other official documents related with the insured dwelling when they have deteriorated to such an extent that they become unusable as a result of any accident covered by the policy.

In the case of compensation, only the actual cost spent on replacing or redrafting the documents shall be taken into account, subject to justification for the need to reproduce them.

The indemnity may be settled as and when said expenses are effectively spent by the Insured, never exceeding the twelve (12) month period after the claim occurs.

#### 2.38.1 Replacement of documents - Exclusions

The general exclusions provided for in clause 6 of Chapter III are applicable to this coverage and the following damages are excluded from this coverage:

- a) Due to use, own defects and normal deterioration;
- **b)** Due, directly or indirectly to detention or confiscation by the authorities.

#### 2.38.2 Replacement of documents - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.39 Architects, Experts and Technicians' Fees

Covering, up to the limit established in the Specific Conditions, the reimbursement of costs incurred by the Insured for the payment of fees to architects, engineers, consultants or other technicians, for work or services rendered crucial for the replacement or repair of damaged insured property as a direct consequence of any claim guaranteed under this policy.

Sole Paragraph: This coverage only works for damage to the real estate not covered by compulsory insurance or damage to contents. The damages covered by this coverage as a consequence of Fire under the terms of coverage 2.1 "Fire, Lightning and Explosion" in real estate under a horizontal property regime are included within the scope of the same coverage 2.1.

#### 2.39.1 Architects, Experts and Technicians' Fees - Exclusions

The general exclusions provided for in clause 6 of Chapter III are applicable to this coverage, and the reimbursement of the payment of fees for work or services aimed at preparing or substantiating complaints and/or estimating losses and damages to be submitted to Zurich.

## 2.39.2 Architects, Experts and Technicians' Fees - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.40 Inclusion of New Property or Improvements to Existing ones

#### 1.

Covering, up to the limit set in the Specific Conditions that in the event of a claim during the period of time granted to the Insured to fulfil the obligation referred to in the following paragraph, Zurich shall regard the new property as having been declared at its real value, as well as the improvements to existing ones.

#### 2.

The Insured undertakes to declare quarterly to Zurich, within 30 (thirty) days after the end of each quarter, any increases in the sum insured corresponding to the Inclusion of new property - real estate, machinery, other equipment and furniture integrated at the risk site of the policy - or in the valuation of existing ones that have been subject to improvements.

#### 3.

The premium payable on increases in the sum insured under this clause shall be calculated as from the date equidistant from the beginning and end of the period referred to in the first paragraph.

## 2.40.1 Inclusion of new property or improvements to existing ones - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, any losses or damages due to the failure of the Insured to comply with the communication obligations provided for in paragraph 2 of the scope of coverage are also deemed to be excluded from this coverage.

#### 2.41 Strikes, riots and public unrest

#### 1.

Covering, up to the limit set in the Specific Conditions, damages (including fire or explosion) directly caused to the insured property by:

a) People involved in strikes, lock-outs, work disturbances, unrest, riots and public order alterations;

**b)** Any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect property and people.

#### 2.

The Insured undertakes to use the means at his disposal to defend and protect the insured property.

#### 2.41.1 Strikes, Riots and Public Unrest - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, we also exclude from this coverage any losses or damages resulting from:

a) Suspension of possession on a permanent or temporary basis of the insured property resulting from confiscation, requisition or custody due to any imposition of the legal or usurped authority;

b) Theft, with or without break-in, directly or indirectly related with the events covered by this coverage;

c) The total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages;

d) To existing outdoor objects and/or in public spaces, courtyards, stairs, access corridors, terraces or unlocked annexes.

2.41.2 Strikes, Riots and Public Unrest - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.42 Acts of vandalism, malicious acts or sabotage

Covering, up to the limit set in the Specific Conditions, damages caused to the insured property as a result of:

a) Acts of vandalism or malicious acts;

b) Acts of sabotage which is taken to mean an act of destruction, or which makes impossible the normal operation - or deviates from its normal purposes - on a permanent or temporary basis, totally or partially, any means or routes of communication, public service facilities or intended to supply and satisfy the vital needs of the population, with the intention of destroying, altering or subverting the constitutionally established democratic state, committed by any individual or group of individuals;

c) Acts practised by any legally formed authority, on the occasion of the occurrences mentioned in a) to safeguard or protect property and people.

## 2.42.1 Acts of vandalism, malicious acts or sabotage - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) Theft or robbery, with or without break-in, directly or indirectly related with the risks covered by this coverage;

b) Damage caused to existing outdoor objects and/or in public spaces, courtyards, stairs, access corridors, terraces or unlocked annexes:

c) The total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages, without prejudice to the application of the provisions of Special Condition 009 "Operating losses" if contracted;

d) Damage to solar and photovoltaic panels, their structures and hawsers;

e) Damage arising from graffiti - painted or engraved inscriptions or drawings - on the insured property;

f) Acts of terrorism, characterised as such under prevailing Portuguese criminal law;

g) Any losses or damages that are the consequence of organised demonstrations called specifically to express a protest against any people or institutions, as well as against the current social and political order.

#### 2.42.2 Acts of vandalism, malicious acts or sabotage - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.43 Theft or robbery of valuables from safes in rooms

#### 1.

Covering, up to the limit set in the Specific Conditions, the theft or robbery of cash stored in the individual safes embedded in the walls or fixed cabinets of the guest rooms, under the terms of coverage 15 - Theft or Robbery.

#### 2.

Subject to liability for any damages and losses, the Insured undertakes to:

a) Immediately submit a complaint to the competent authorities, providing Zurich with documentary evidence, and take all steps within its reach geared towards finding the stolen objects and the perpetrators;

b) Notify Zurich, within 24 hours, in the event of the recovery of all or part of stolen property, whenever this occurs.

#### 2.43.1 Theft or robbery of valuables from safes in rooms - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the following are also excluded from this coverage:

a) Any objects made of gold, silver, jewels, precious stones, watches, collection pens, leather items, tablets or mobile phones;

b) Checks, credit certificates, stamps, policies or any other monetary documents;

c) Misplacement, theft or robbery of the insured property, when practiced during or after any covered claim.

#### 2.43.2 Theft or robbery of valuables from safes in rooms - Deductibles

In the event of an accident, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

#### 2.44 Breakdown of home automation systems

1.

Covering, up to the limit set in the Specific Conditions and irrespective of the insured sum at risk, the payment of compensation arising from damages suffered by automotive equipment accidentally, for a cause not covered nor liable to be covered by the other coverages described in these general conditions and that require repair or replacement.

#### 2.44.1. Breakdown of home automation systems - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the situations excluded in the coverage of 13 - "Electrical Risks" are also excluded from this coverage.

#### 2.44.2. Breakdown of home automation systems - Deductibles

In addition to the general exclusions provided for in clause 6 of Chapter III and unless otherwise agreed in the Specific Conditions, no deductible applies to this coverage.

#### 2.45 Security Service

Covering, up to the limit established in the Specific Conditions, any expenses associated with the number of security guards required to safeguard the insured risk site, for a maximum period of 7 (seven) days if, as a consequence of a claim covered by this policy, said risk site is accessible from outside and if, after appropriate precautionary measures have been taken, it is necessary to carry out its surveillance to prevent the theft or robbery of the objects insured.

#### 2.45.1 Security Service - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III and unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

#### 2.45.2 Security Service - Deductibles

#### No deductible applies to this coverage.

#### 2.46 Assistance to the Establishment

#### Definitions

#### **Assistance Beneficiaries**

The Insured and/or their Customers, until the stay is paid for, at the latest by 12 midday on the day of departure.

#### Local Accommodation Establishment

As defined in paragraph ag) of clause.

#### **Assistance Service**

Service performed by Zurich Insurance Europe AG, Sucursal em Portugal, the covers provided under this Special Condition, whether they are of a pecuniary nature or the rendering of services. **Assistance Covers** 

The scope of coverage established by this Special Condition shall include the following covers:

#### 1.

#### Assistance to the Establishment

#### 1.1

## Sending of professionals

Zurich will bear the cost of sending, to the insured establishment, those qualified professionals identified below:

- Carpet-fitter
- Plumbers
- Carpenters
- Electricians
- Electronic technicians
- Plasterers
- Gardeners
- Masons
- Painters
- Locksmiths
- TV & Video Technicians
- Glaziers

## Under the present condition, Zurich shall only bear the travel costs of said professionals.

## 1.2

## Transmission of urgent messages

Zurich undertakes to transmit the urgent messages it has been commissioned to transmit by the Beneficiaries, resulting from the occurrence of an event covered by the covers herein.

#### 2.

## **Assistance to Establishment Clients**

#### 2.1.

#### **Health Care**

#### 2.1.1

#### Permanent medical care

Zurich guarantees permanent, general medical care 24 hours a day and every day of the year at the insured establishment.

Any costs arising from the use of this cover shall be borne by the Beneficiary.

## 2.1.2

## Transportation by ambulance

In the event that the Beneficiary becomes ill or has an accident, Zurich will pay for:

- The cost of transport by ambulance to the nearest hospital or clinic;

- Monitoring through its medical team, in contact with the wounded or sick Beneficiary's attending physician, to determine appropriate measures for the best treatment to be followed.

#### 2.1.3

## Urgent nursing care

Zurich ensures that the necessary nursing staff will be urgently sent, provided this has been prescribed by the physician, to the insured establishment, as indicated in 2.1.1. Any costs arising from the use of this cover shall be borne by the Beneficiary.

#### 2.1.4

#### Provision of the drugs prescribed

Zurich will bear the cost of the medicines needed to respond immediately to medical care. Any costs arising from the use of this cover shall be borne by the Beneficiary.

#### 2.1.5

#### **Commonly-used medicines**

Zurich shall bear the costs necessary to make available to the Beneficiary the essential medicines normally taken by the latter which do not exist nor have any local substitutes. The cost of these medicines is the responsibility of the Beneficiary. Zurich is not responsible for the delivery time of said medicines.

#### 3.

#### Legal Advice

In the event of any dispute involving the Beneficiary during his stay at the insured establishment, excluding any and all conflicts related with the Insured, Zurich, after considering the matter, will inform him of the extent of his rights, indicating how to organise his defence or to lodge his claim.

#### 017.1 Assistance to the Establishment - Exclusions

This cover excludes any benefits which have not been requested from Zurich and have not been affected with its agreement, except in cases of force majeure or demonstrated material impossibility.

#### 017.1 Assistance to the Establishment - Deductibles

No deductible applies to this coverage.

## 3. Additional Risk Coverage

Under a specific agreement and the payment of the respective surcharge, the remit of the present contract may be extended, under the terms of the corresponding Special Conditions, to the following risks:

- 001 Seismic Phenomena
- 002 Acts of Terrorism
- 003 Solar Panels
- 004 Photovoltaic Panels
- **005** Electronic Equipment
- 006 Machine Breakdown
- 007 Replacement Value
- 008 Outdoor Property
- 009 Operating Losses
- 010 Loss of rent
- 011 Operational Civil Liability
- 012 Fairs and congresses

## 4. General Exclusions

#### 1.

Under no circumstances, even if any risk covered by this contract has occurred, shall any losses be covered which derive directly or indirectly from:

a) War, whether declared or not, invasion, acts by foreign enemy, hostility or war operations, civil war, insurrection, rebellion or revolution;

b) Military uprising or act by legitimate or usurped military authority;

c) Confiscation, requisition, destruction or damage to the insured property, by order of the Government, *de jure* or *de facto*, or of any instituted authority, unless practiced for the purposes of salvage, if it is due to any risk covered by the present contract;

d) Explosion, release of heat and irradiation from atom splitting or radioactivity, as well as from radiation caused by artificial particle acceleration;

e) Intentional acts or omissions of the Policyholder, the Insured or the people for whom they are civilly liable;

f) Constructions not wholly enclosed or covered;

g) Buildings which are in a state of repair which is contrary to technical standards or regulations on the maintenance of buildings or which are under construction, reducing their resistance and safety conditions;

h) Constructions that are in a state of degradation at the time of the occurrence;

- i) Content at the constructions referred to in paragraphs f), g) and h);
- j) Pollution, contamination or corrosion of any kind;

k) Any criminal, administrative or disciplinary liability;

I) Constructive pathologies and/or lack of maintenance of the insured property;

m) Securities (pledge, lottery or other of a similar nature), coupons, bills of exchange, promissory notes, manuscripts and deeds.

n) Owing to the total or partial interruption of work or the cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages, without prejudice to the application of the provisions of Special Condition 009 "Operating Losses" if contracted.

The exclusions of paragraphs f), g), h) and l) shall not apply to compulsory fire insurance for real estate under a horizontal property regime.

#### 2.

In addition to the provisions of the previous number, this contract is also subject to the exclusions contained in the Special Conditions that apply to it.

#### 3.

Unless specifically contracted, this contract does not cover the risks, property or coverages identified below:

001 Seismic Phenomena 002 Acts of Terrorism 003 Solar Panels

- 004 Photovoltaic Panels
  005 Electronic Equipment
  006 Machine Breakdown
  007 Replacement Value
  008 Outdoor Property
  009 Operating Losses
  010 Loss of rent
  011 Operational Civil Liability
- 012 Fairs and congresses

#### 5. Duty of initial statement of risk

#### 1.

The Policyholder or Insured is obliged, before signing the contract, to precisely state all the circumstances they are aware of and should reasonably consider to be significant for the assessment of the risk by Zurich.

#### 2.

The provisions of the above paragraph also apply to circumstances whose mention has not been requested in any questionnaire which may have been sent by Zurich for this purpose.

#### 3.

When Zurich has accepted the contract, it may not claim any of the following, unless there was an intentional act by the Policyholder or Insured to gain an advantage:

a) Any omission of an answer to a question in the questionnaire;

b) Any imprecise answer to a question posed in too general terms;

c) Any evident inconsistency or contradiction in the answers to the questionnaire;

d) Any fact that its representative, at the time the contract was signed, knew to be inaccurate or, if it has been omitted, was aware of;

e) Any circumstances known by Zurich, particularly when they are public and generally known.

# 4.

Before signing the contract, Zurich must inform the Policyholder or Insured of the duty referred to in paragraph 1, as well as the system which applies to any breach thereof, otherwise it may be deemed civilly liable under general terms.

#### Clause 8

#### Intentional non-compliance with the duty of initial statement of risk

1.

In the event of intentional non-compliance with the duty referred to in no.1 of the previous clause, the contract may be terminated, with Zurich sending the Policyholder a letter to this effect.

2.

If there has been no claim, the declaration referred to in the paragraph above must be sent within three months of learning of said non-compliance.

# 3.

Zurich is not obliged to cover any claim which occurs before it has learned of the intentional noncompliance referred to in no. 1 or during the course of the timeframe foreseen in the previous paragraph, complying with the general nullity regime.

# 4.

Zurich is entitled to any premium owed by the end of the timeframe referred to in no. 2, unless there has been wilful intent or gross negligence by Zurich or its representative.

# 5.

In the event of intent by the Policyholder or the insured to gain an advantage, the premium is payable until the end of the contract.

#### Clause 9

### Negligent non-compliance with the duty of initial statement of risk

#### 1.

In case of non-compliance with negligence of the duty referred to in paragraph 1 of Clause 7, Zurich may, by means of a statement to be sent to the Policyholder, within three months of its knowledge:

a) Propose an alteration to the contract, setting a timeframe of no less than 14 days, for the sending of acceptance or, where permitted, a counterproposal;

**b)** Terminate the contract, demonstrating that, under no circumstances does it sign contracts to cover risks related with the fact which has been omitted or inaccurately stated.

### 2.

The contract ceases to take effect 30 days after the declaration of termination has been sent or 20 days after receipt by the Policyholder of the proposed alteration, should the latter fail to answer or reject it.

#### 3.

In the case referred to in the previous number, the premium is returned "pro-rata temporis" in line with the coverage.

# 4.

If, prior to termination or alteration of the contract, a claim occurred in which the occurrence or consequences thereof have been influenced by a fact with regard to which there have been negligent inaccuracies or omissions:

a) Zurich covers the claim in proportion to the difference between the premium paid and the premium that would be payable if, when signing the contract, it had known about the fact omitted or inaccurately declared;

b) Zurich, demonstrating that under no circumstances would it have signed the contract if it had been aware of the fact omitted or inaccurately declared, does not cover the claim and is only bound by the return of the premium.

### Clause 10 Increased risk

1.

The policyholder or insured has a duty, during contract performance, within 14 days of learning thereof, to inform Zurich about any circumstances that exacerbate the risk, provided that the latter, if they were known by Zurich at the time the contract was signed, could have influenced the decision to contract or the conditions of the contract.

#### 2.

Zurich may, within 30 days of learning of the increased risk:

a) Submit to the policyholder a proposed modification to the contract which the latter must accept or refuse within an identical timeframe whereafter the proposed modification shall be deemed to have been approved;

b) Rescind the contract, demonstrating that under no circumstances does it sign contracts that cover risks endowed with the characteristics deriving from said increase in risk.

# 3.

Contract termination by Zurich shall take effect 15 business days after the notification date and said notification may be made by any means which generates a written record.

# 6. Claim and Increased risk

# 1.

If, prior to the termination or alteration of the contract under the terms foreseen in the previous clause above, a claim takes place whose occurrence has been influenced by the increased risk, Zurich:

a) Shall cover the risk, making the agreed payment, if said increased risk has been properly notified in due time before the claim or before the timeframe foreseen in no.1 of the previous Clause has elapsed;

b) Shall partially cover the risk, reducing its payment proportionally between the premium actually received and that which would be due in line with the actual circumstances of the risk if the increase had not been correctly notified in due time before the claim;

c) May refuse cover in the event of intentional behaviour by the Policyholder or the Insured with a view to gaining an advantage, maintaining entitlement to any premiums due.

### 2.

In the situation foreseen in paragraphs a) and b) of the previous number, with the increased risk deriving from an event involving the Policyholder or the Insured, Zurich is not required to pay if it demonstrates that under no circumstances does it sign contracts which cover risks endowed with the characteristics deriving from said increased risk.

# 7. Maturity of premiums

# 1.

Unless agreed otherwise, the initial premium, or the first fraction thereof, is due on the date on which the contract is signed.

# 2.

The subsequent fractions of the initial premium, any premium for subsequent annuities and the successive fractions thereof fall due on the dates stipulated in the contract.

#### 3.

That part of the premium which is variable with regard to the adjustment of the value and, where applicable, that part of the premium pertaining to alterations to the contract, are due on the dates stated in the respective notifications.

### 8. Coverage

Risk cover depends on the prior payment of the premium.

# 9. Notification of payment of premiums

#### 1.

During the validity of the contract Zurich must notify the Policyholder in writing about the amount payable, as well as about the manner and place of payment, giving minimum notice of 30 days prior to the date on which the premium falls due, or fractions thereof.

# 2.

The notification must clearly indicate the consequences of any failure to pay the premium or fraction thereof.

### 3.

In insurance contracts in which payment of the premium has been agreed in fractions of time equal to or less than three months and whose contractual documentation states the maturity dates of the successive fractions of the premium and the respective amounts payable, as well as the consequences of non-payment, Zurich may opt not to send the notification referred to in no.1, in which case it must prove the issuance, acceptance or sending to the Policyholder of the contractual documentation referred to in this number.

### 10. Failure to pay premiums

### 1.

Failure to pay the initial premium, or the first fraction thereof, on the maturity date, determines the automatic termination of the contract as from the date on which it is signed.

# 2.

Failure to pay the premium of subsequent annuities, or the first fraction thereof, on the maturity date, prevents the extension of the contract.

# 3.

Failure to pay determines the automatic termination of the contract on the date of maturity of:

a) A fraction of the premium during the course of an annuity;

**b)** An additional premium resulting from a modification of the contract based on a further deterioration of the risk.

### 4.

Failure to pay, by the maturity date, an additional premium deriving from a contractual modification determines the ineffectiveness of the alteration, with the contract remaining with the remit and under the conditions that were in force prior to the desired modification, unless the subsistence of the contract proves impossible, in which case it shall be deemed to have been terminated on the maturity date of the unpaid premium.

### **11. Start of coverage and effects**

# 1.

The start date and time of the coverage of the risks are indicated in the contract, in compliance with the provisions of Clause 13.

# 2.

The stipulations of the previous paragraph also apply to the start of effects of the contract, which is different from the start of risk coverage.

# 12. Duration

### 1.

The contract indicates its duration, which may be for a certain, given period (temporary insurance) or for a year and extendable for further one-year periods.

# 2.

The effects of the contract shall cease at 12 midnight of the last day of its term

# 3.

The extension foreseen in no. 1 is not granted if either of the parties rescinds the contract giving at least 30 days' notice prior to the extension date or if the Policyholder fails to pay the premium.

# **13. Contract termination**

# 1.

The contract may be terminated by the parties at any time, by recorded delivery on justifiable grounds.

# 2.

Zurich may invoke the occurrence of a succession of claims in the annuity as a relevant cause for the purpose foreseen in the previous number.

### 3.

The amount of the premium to be refunded to the Policyholder in the event of early termination of the contract is calculated in proportion to the period of time that would elapse from the date of termination of coverage until contract maturity, unless otherwise agreed by the parties for any valid reason such as the assurance of the technical separation between annual and temporary insurance charges.

### 4.

The contract termination shall take effect at 12 midnight of the day on which it becomes effective.

# 5.

Whenever the Policyholder is not the Insured, Zurich must notify the Insured about the contract termination as soon as possible, no more than 20 days after the non-renewal or termination.

### 6.

The termination of the contract by Zurich takes effect 8 working days after the date of the communication, which can be made by any means of which there is a written record.

# 14. Transfer of ownership of the insured property or of the insurance interest

# 1.

Unless otherwise agreed, in the event of the transfer of ownership of the insured property or of the Insured's interest therein, Zurich's obligation vis-à-vis the new owner or interested party depends on its notification by the Policyholder, the Insured or its legal representatives, without prejudice to the legal regime involving an increased risk.

# 2.

If the transfer of ownership of the property is due to the death of the Insured, Zurich's liability shall remain with the heirs as long as the premiums are paid.

# 3.

Unless there is an agreement to the contrary, in the event of the insolvency of the Policyholder or the Insured, Zurich's liability remains with the bankruptcy estate and it is assumed that insolvency is a factor that exacerbates the risk.

### 15. Sum insured

#### 1. Responsibility for determining the sum insured

The determination of the sum insured at the start and during the validity of the contract, is always the responsibility of the Policyholder, and it must meet, as far as the part related to the insured property is concerned, the provisions of the following paragraphs:

#### a) Determination of the sum insured for real estate

The value of the sum insured for real estate must correspond to the market cost of the respective reconstruction, taking into account the type of construction or other factors that may influence said cost, or the property register value in the case of real estate for expropriation or demolition;

Sole Paragraph: Except for the value of the land, all constituent elements or elements incorporated by the owner or holder

of the insured interest, shall be taken into account for the determination of the sum insured referred to in the preceding paragraph.

### b) Determination of the sum insured for contents, furniture and office equipment

The value of the sum insured for contents, furniture as well as office equipment should correspond to the cost of replacing the property, which is the object of the contract, for its value as new.

### c) Determination of sum insured for goods

The value of the sum insured for goods must correspond to the current purchase price for the Insured or, in the case of products manufactured by the latter, the value of the materials processed and/or incorporated plus the manufacturing cost.

#### d) Determination of the sum insured for machines and installations

Unless otherwise agreed, the value of the sum insured for machinery, equipment, engines, generators, lifts, refrigeration appliances, solar and photovoltaic panels and other equipment of a similar nature, shall correspond to the cost new thereof, minus any depreciation inherent in the its usage and condition.

Sole Paragraph: By means of an agreement set out in the Specific Conditions, the sum insured in this contract for machines and installations may be determined by the replacement value as new of the property insured, subject, in this case, to the provisions of Special Condition 007.

#### e) Determination of the sum insured for Valuables

For goods designated as "valuables", the sum insured shall correspond to the market value or identical or similar property, without taking into account any emotional or estimated value.

#### 16. Insufficient or excess sum insured

1.

Unless otherwise agreed, if the sum insured under this agreement is, at the date of the claim, lower than that determined under the terms of the preceding Clause, Zurich shall only be liable for the damage in its respective proportion, with the Policyholder or the Insured being liable for the remainder of the damages as if it were an Insurer.

#### 2.

Unless otherwise agreed, if the sum insured under this contract is, on the date of the claim, greater than that determined in accordance with nos. 2 to 7 of the foregoing Clause, the compensation payable by Zurich does not exceed the reconstruction cost or the property register value foreseen in the same numbers.

#### 3.

In the case referred to in the previous number, the Policyholder or the Insured may always request a reduction of the contract, which, if they are both in good faith, determines the return of any surcharges paid in the two years prior to the request for reduction, deducted any acquisition costs calculated proportionally.

### 4.

If various property has been insured for sums and amounts stated separately, the provisions of the preceding number shall apply to each of them as if they were separate insurance policies, unless there is property insured for amounts greater than their value, in which case the difference will revert to insufficiently insured items.

### 17. Applicable law

1.

Unless otherwise provided for, this contract is subject to Portuguese law.

#### Clause 40

### **18. How to file complaints and arbitration**

### 1.

Complaints may be submitted under the present contract to the services of Zurich Insurance Europe AG, Sucursal em Portugal or to its head offices in Germany (Frankfurt) identified in the contract as well as to ASF-Autoridade de Supervisão de Seguros e Fundos de Pensões (www.asf.com.pt).

### 2.

In any litigation arising under this contract, there may be recourse to arbitration to be carried out under the terms of the Law.

### 3.

The Alternative Litigation Settlement Centre (RAL) specialising in the insurance sector is CIMPAS - Insurance Information, Mediation and Regulation Centre (available at www.cimpas.pt).

### 4.

Any recourse by Zurich Insurance Europe AG, Sucursal em Portugal, to this ERAL, (the Alternative Litigation Settlement Centre) will be made on a case-by-case basis and depending on the matters involved in each specific litigation, and it is thus not bound to the settlement of any litigation through arbitration or any other alternative consumer litigation mechanism under the current legal terms.

#### **19. Omissions**

As regards any omissions from the present contract, the applicable legislation shall apply.

#### 20. Venue

The competent venue for settling any litigation under this contract is that stipulated in civil law.

# Table of Covers by Object Insured, Sums Insured, Deductibles and Limits

Basic Coverage Re		Scope			Compensation limits by claim and annual period			
		Real estate	Real Ctd		Apartments. / Houses (part time)	Apartments. / Houses (full time)	Lodging	
2.1	Fire, Lightning and Explosion	•	•	zero- deductibles	Sum insured	Sum insured	Sum insured	
2.2	Smoke	•	•	optional	Sum insured	Sum insured	Sum insured	
2.3	Heat damage	•	•	optional	/ Max annuity - €500	/ Max annuity - €500	Max / annuity - €750	
2.4	Storms	•	•	optional	Sum insured	Sum insured	Sum insured	
2.5	Flooding	٠	•	optional	Sum insured	Sum insured	Sum insured	
2.6	Water damage	•	•	optional	Sum insured	Sum insured	Sum insured	
2.7	Subsidence	٠	•	optional	Sum insured	Sum insured	Sum insured	
2.8	Investigation of failure or breakdown	•		optional	/ Max - Annuity €1,750	Max / Annuity - €2,000	Max / Annuity - €2,500	
2.9	Aesthetic damage	•		zero- deductibles	/ Max - Annuity €1,750	/ Max - Annuity €2,000	Max / Annuity - €2,500	
2.10	Damage to plumbing and underground cables	•		optional	/ Max - Annuity €1,750	Max / Annuity - €2,000	Max / Annuity - €2,500	
2.11	Spillage from Hydraulic Fire Protection Systems	•	•	optional	sum insured	sum insured	sum insured	
2.12	Spillage from heating and air-conditioning systems	•	•	optional	sum insured	sum insured	sum insured	
2.13	Electrical risks - Sum insured for primary risk	•	•	€100	/ Max - Annuity €5,000	/ Max - Annuity €7,500	Max / annuity - €10,000	
2.14	Deterioration of Refrigerated Products		•	grace period 24h	/ Max annuity - €500	/ Max annuity - €750	/ Max - annuity €1,500	
2.15	Theft or robbery		•	optional	Sum insured	Sum insured	Sum insured	
2.16	Theft-related damage to buildings	•		optional	Sum insured	Sum insured	Sum insured	
2.17	Demolition and removal of debris	٠	•	zero- deductibles	10% Sum insured	10% Sum insured	10% Sum insured	
2.18	Removal of mud	•	•	optional	Sum insured	Sum insured	Sum insured	
2.19	Aircraft collision	•	•	zero- deductibles	Sum insured	Sum insured	Sum insured	
2.20	Accidental falling of trees	•	•	zero- deductibles	Sum insured	Sum insured	Sum insured	
2.21	Collision of land vehicles and animals	•	•	zero- deductibles	Sum insured	Sum insured	Sum insured	
2.22	Collision by solid objects	•	•	zero- deductibles	Sum insured	Sum insured	Sum insured	

Basic Coverage		Scope Real			Compensation limits by claim and annual period			
				Deductible	Apartments. /	Apartments. /		
	-		Ctd.		Houses	Houses	Lodging	
		estate			(part time)	(full time)	00	
	Breakage of glass, mirrors,				Max /	Max /	Max /	
2.23	signs, illuminated signs and	•	•	optional	annuity -	Annuity -	Annuity -	
	sanitaryware				€3,500	€5,000	€7,500	
	Damage to Works of Art,				Max /	Max /	Max /	
2.24	Decorative Items and		•	optional	annuity -	Annuity -	Annuity -	
	Ornamental Plants				€3,500	€5,000	€7,500	
					Reinstatement		Reinstateme	
2.25	Breakage or falling of aerials	•		optional	value	value	nt value	
	Breakage or falling of solar				Reinstatement		Reinstateme	
2.26	and/or photovoltaic panels	•		optional	value	value	nt value	
	· · ·				Max /	Max /	Max /	
2.27	Reconstruction of walls,	•		€100	annuity -	annuity -	annuity -	
2.21	gates and fences	-		2100	€10,000	€12,500	€15,000	
					Max /	Max /	Max /	
2.28	Restoration of gardens			€100	annuity -	annuity -	annuity -	
2.20	Restoration of gardens	•		6100	€10,000	€12,500	€15,000	
					Max /	€12,500	€13,000	
2.29	Civil liability of the insured		-	ontional		NI/A	N/A	
2.29	and household	•	•	optional	annuity -	N/A	IN/A	
					€25,000	NA-1	NA-1	
0.00	Civil liability of owner of real	_	_	antional	Max /	Max /	Max /	
2.30	estate	•	•	optional	annuity -	annuity -	annuity -	
					€25,000	€25,000	€25,000	
0.04	Damage to landlord's			an Canal	Max / annuity	Max / annuity	Max /	
2.31	property		•	optional	- €500	- €750	annuity -	
							€1,000	
	Damage to employees'			zero-	Max / annuity	Max / annuity	Max /	
2.32	property		•	deductibles	- €500	- €750	annuity -	
							€1,000	
	Damage to third-party			zero-	Max / annuity	Max / annuity	Max /	
2.33	property		•	deductibles	- €500	- €750	annuity -	
					<b>.</b>		€1,000	
2.34	Acts of authorities, public	•		zero-	Reinstatement		Reinstateme	
	and emergency services			deductibles	value	value	nt value	
	Temporary loss of use of			zero-	Max / annuity	Max / annuity	Max /	
2.35	rented or occupied premises	•	•	deductibles	- €2,500 *	- €3,500 *	annuity -	
						·	€5,000 *	
					25% of the	25% of the	25% of the	
2.36	Temporary move		•	zero-	amount	amount	amount	
				deductibles	insured for	insured for	insured for	
					content	content	content	
				zero-	Max /	Max /	Max /	
2.37	Document-related expenses		•	deductibles	annuity - €500	annuity - €750	annuity -	
							€1,000	
				zero-	Max /	Max /	Max /	
2.38	Replacement of documents		•	deductibles	annuity - €500	annuity - €750	annuity -	
				20200000			€1,000	

		Scope			Compensation limits by claim and annual period		
	Basic Coverage		Ctd.	Deductible	Apartments. / Houses (part time)	Apartments. / Houses (full time)	Lodging
2.39	Architects, Experts and Technicians' Fees	•	•	zero- deductibles	/ Max annuity - €500	/ Max annuity - €750	Max / annuity - €1,000
2.40	Inclusion of new property or improvements to existing ones	•	•	zero- deductibles	10% of sum insured	10% of sum insured	10% of sum insured
2.41	Strikes, riots and public unrest	•	•	optional	Sum insured	Sum insured	Sum insured
2.42	Acts of vandalism, malicious acts or sabotage	•	•	optional	Sum insured	Sum insured	Sum insured

# Table of Covers by Object Insured, Sums Insured, Deductibles and Limits (ctd.)

		Sco	ре		Compensation limits by claim and annual period			
	Basic Coverage	Real estate	Ctd.	Deductible	Apartments. / Houses (part time)	Apartments. / Houses (full time)	Lodging	
2.43	Theft or robbery of valuables from safes in rooms	•	•	zero- deductibles	/ Max annuity - €100	/ Max annuity - €150	Max / annuity - €250	
2.44	Breakdown of home automation systems	•	•	zero- deductibles	/ Max annuity - €500	/ Max annuity - €750	/ Max - annuity €1,500	
2.45	Security Service	•	•	zero- deductibles	Max. of 7 days or €750 per claim	Max. of 7 days or €1000 per claim	Max. of 7 days or €1250 per claim	
2.46	Assistance to the Establishment	•	•	zero- deductibles	specific sums insured and Limits	specific sums insured and Limits	specific sums insured and Limits	
		Sco	ре		Compensation limits by claim and annual			
	Additional coverages	Real estate	Ctd.	Deductible	Apartments. / Houses (part time)	period Apartments. / Houses (full time)	Lodging	
001	Seismic phenomena	•	•	5% sum insured	Sum insured	Sum insured	Sum insured	
002	Acts of terrorism	•	•	1%0 Min €500	Sum insured	Sum insured	Sum insured	
003	Solar panels	•		10% of the indemnifiab le damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted	

				10% of the			
004	Photovoltaic panels	•		indemnifiab le damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
005	Electronic Equipment		•	10% of the indemnifiab le damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
006	Machine Breakdown		•	10% of the indemnifiab le damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
007	Replacement value		•	zero- deductibles	N/A	N/A	N/A
008	Outdoor property		•	10% of the indemnifiab le damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
009	Operating losses	•	•	3 days	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
010	Loss of rent	•	•	3 days	Max / Annuity - €5,000	Max / Annuity - €7,500	Max / annuity - €10,000
011	Operational civil liability 1. Civil liability for guard dogs 2. Civil liability for food poisoning 3. Extension of operational civil liability to fairs and events in national territory	•	•	10% of the indemnifiab le damages Min. €250	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
012	Fairs and congresses		•	The deductibles of the respective coverages are applied	Max / Annuity - €5,000	Max / annuity - €10,000	Max / annuity - €25,000

# Table of Covers for Assistance to the Establishment - Limits by Claim and Annual Period

Table 1 - Assistance to establishment	Compensation Limit
1.1 Sending of professionals	€5,000.00
1.2 Transmission of urgent messages	€5,000.00
1.3 Assistance to Establishment Clients	€5,000.00

Table 2 - Medical care	Compensation Limit
2.1 Permanent Medical Care	24/365
2.2 Transportation by ambulance	€5,000.00
2.3 Urgent nursing care	€5,000.00
2.4 Provision of the drugs prescribed	€5,000.00
2.5 Habitually used medicines	€5,000.00
2.5 Habitually used medicines	

Table 3 - Legal Advice	Compensation Limit
3.1 Legal Advisory Service	€5,000.00

Zurich Insurance Europe AG, Sucursal em Portugal Registered: Lisbon Company Registry Co. Number: 980 420 636 Address: R. Barata Salgueiro, 41, 1269-058 Lisboa, branch of Zurich Insurance Europe AG, A Company Registered in Germany Head Office: Platz der Einheit 2, 60327 Frankfurt am Main, Germany Authorized Share Capital: 125.000.000,00 Euros Paid-Up Share Capital: 8.158.160,00 Euros Tel: 213 133 100 <sup>(1)</sup> Fax: 213 133 111 <sup>(1)</sup> 936 869 078 <sup>(2)</sup> www.zurich.com.pt <u>zurich.helppoint.portugal@zurich.com</u> Customer Portal: **Z4U** <sup>(1)</sup> Calls charged at national landline rate <sup>(2)</sup> Calls charged at national mobile rate

Customer Service 24h / 7 days a week: 213 816 780 Calls charged at national landline rate / 707 200 160 Cost per minute (VAT included) de 0,16€ (mobile) / 0,11€ (fixed-line)