

Zurich Náutica

General Conditions, Special Conditions
and Specific Conditions

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Part I

Compulsory civil liability insurance

Preliminary clause

1. An insurance contract is entered into between Zurich Insurance Europe AG, Sucursal em Portugal, hereinafter referred to as Zurich, and the Policyholder mentioned in the Specific Conditions. This contract is governed by these General Conditions, the Specific Conditions and, if contractually agreed, by the Special Conditions.
2. The personal details of the parties to this contract are established in the Specific Conditions which include, inter alia, the identification of the parties and their addresses, the details of the Insured, the details of Zurich's representative for the purpose of claims, and the amount of the premium or the formula used for its calculation.
3. The Special Conditions provide specific arrangements for the cover provided for in these General Conditions or cover for other risks and/or guarantees besides those provided for in them, and these must be specifically identified in the Specific Conditions.
4. This contract also includes, in addition to the Conditions set out in the above paragraphs that make up the policy, the specific and objective advertising messages that may contradict policy clauses, unless these clauses are more favourable to the Policyholder or to the Insured.
5. The provisions of the preceding paragraph do not apply to advertising messages that were published more than one year prior to the contract being entered into, or when the messages themselves establish a period of validity and the contract has been entered into outside that period.

Chapter I

Contract definitions, purpose and guarantees

Clause 1

Definitions

The following definitions apply for the purposes of this contract:

- a) Policy:** the set of conditions identified in the previous clause and in which the insurance contract is formalised;
- b) Zurich:** the entity legally authorised to operate the insurance of sea, lake and river vessels, which signs this contract;
- c) Policyholder:** the person or entity that enters into a contract with Zurich and is responsible for payment of the premium.
- d) Insured:** the person or entity that owns the interest insured;
- d) Pleasure craft:** all devices or apparatus of any nature used or likely to be used as a means of surface

movement in the water for water sports or for simple leisure;

e) Accident: an occurrence due to a sudden cause that is violent, external to and outside the will of the Policyholder, the Insured Person and the Beneficiary, which produces clinically and objectively proven bodily injury, temporary incapacity, permanent disability or death.

f) Claim: the total or partial occurrence of the event triggering the activation of the risk coverage provided for in the contract;

g) Third Party: the person or entity that, as a result of a claim covered by this contract, suffers damage that can be repaired or compensated pursuant to civil law and the terms of this policy;

h) Bodily Injury: an offence that affects physical or mental health, causing harm.

i) Material Injury: an offence that affects any item, property or animal, causing harm.

j) Property Damage: a loss that, subject to pecuniary evaluation, must be repaired or compensated.

k) Non-Property Damage: a loss that, without being subject to pecuniary valuation, must nevertheless be compensated through a pecuniary obligation.

l) Fraud: collection of unlawful acts or facts, committed intentionally, with the purpose of obtaining an illegitimate benefit for themselves or for others.

m) Excess: A fixed amount which, in the event of a claim, is the responsibility of the Insured and is stipulated in the Specific Conditions, but which cannot be enforced against third parties.

Clause 2

Contract purpose and guarantees

This contract guarantees, under the terms and conditions set out in this policy, Civil Liability for property and/or non-property damage and also for bodily injury caused to third parties by the insured pleasure craft identified in the Specific Conditions.

Clause 3

Scope of cover

1. This contract guarantees, up to the capital limit set out in the Specific Conditions, compensation that may legally be awarded to the Insured, due to civil liability, as a result of property and/or non-property damage resulting from bodily and/or material injury caused to third parties as a result of the use of the insured pleasure craft identified in the Specific Conditions.

2. Civil liability which is legally attributable to sportspeople as a result of the use of the insured Pleasure Craft during a sporting event may also be guaranteed, provided that it is contracted and mentioned in the Specific Conditions, except, in the case of a motor Pleasure Craft, for the damage caused to the persons and vessels taking part in the respective competition;

3. In the case of a sailing Pleasure Craft, the guarantees of this contract extend to events that occur when the insured vessel is participating in regattas, provided that the sporting events are not for profit and are part of competitive organisations of a national federative nature.

Clause 4

Territorial scope

The guarantees of this contract are valid throughout Portuguese territory, covering the exclusive economic zone, the territorial sea and Portuguese inland waters, according to the navigation zones that the vessel is authorised to operate in and which are included on the vessel's own registration.

Chapter II

Exclusions

Clause 5

Exclusions

1. Under no circumstances, even if any risk covered by this policy has occurred, will any losses be covered which derive directly or indirectly from:

a) War declared or not, invasion, foreign enemy act, strikes, riots, acts of vandalism, civil or military uprisings or decisions of authority or forces usurping authority, assaults or acts of piracy;

b) Acts of terrorism;

c) Explosions, release of heat or radiation resulting from nuclear fission or fusion, artificial particle acceleration or radioactivity;

d) The use of the Pleasure Craft for unlawful purposes, involving criminal liability;

e) Damages caused to the environment, particularly when directly or indirectly caused by pollution or contamination of the soil, water or atmosphere;

f) Damage resulting from costs and any other expenses arising from criminal proceedings, sureties, fines, penalties, fees or other charges of an identical nature;

g) Losses or damages suffered by persons who are aware of the illegitimate possession of the insured pleasure craft and who willingly transport themselves onboard it;

h) Those responsible for commanding the vessel;

i) Caused to shareholders or managers, de facto or de jure, or to salaried employees or agents of the Insured in relation to their employment;

2. The following are also excluded from the guarantees of this contract:

a) Damage caused to persons whose civil liability is also covered by this policy, to the Policyholder and/or the Insured, as well as to the spouse, ascendants, descendants or adopted children, or other persons who live with them or are dependent on them;

b) Damage caused to the insured Pleasure Craft, except when the coverage insuring the same has been taken out, as provided for in Part II of the Optional Insurance;

c) Expenses related to the removal of wreckage or salvage, without prejudice to the provisions of the Special Conditions, when these have been taken out;

d) Damage caused during sporting events and official training for them, unless the extension of coverage referred to in Clause 3(2) is taken out.

Chapter III

Start of effects, duration and vicissitudes of the contract

Clause 6

Duty of initial declaration 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 previous paragraph also apply to circumstances whose mention has not been requested in any questionnaire which may have been sent by Zurich for this purpose.

Zurich must also, among other things, be informed if the insured vessel is used for waterskiing.

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 7

Intentional non-compliance with the duty of initial declaration of risk

1. In the event of intentional non-compliance with the duty referred to in paragraph 1 of the previous clause, the contract may be terminated, with Zurich sending the Policyholder a declaration to this effect.

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

3. Zurich is not obliged to cover any claim which occurs before it has learned of the intentional non-compliance referred to in paragraph 1 or during the course of the timeframe foreseen in the previous section. The general voidability provisions then apply.

4. Zurich is entitled to any premium owed by the end of the timeframe referred to in paragraph 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 8

Negligent non-compliance with the duty of initial declaration of risk

1. In the event of negligent non-compliance with the duty referred to in Clause 6(1), Zurich may, by sending the Policyholder a declaration to this effect within three months of learning thereof:

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 declared.

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 paragraph, the premium is returned “pro rata temporis” in line with any cover that may have existed.

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 have been 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 to return the premium.

Clause 9

Increased risk

1. The Policyholder or Insured has the 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 will be deemed to have been approved;

b) Terminate 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. Zurich's termination of the contract must be sent to the Policyholder at least 15 days before the date on which the termination is to take effect. This may be done by any means which leaves a written record.

Clause 10 **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) Covers 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 paragraph 1 of the previous clause has elapsed;

b) Partially covers the risk, reducing its payment by the proportion 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 its entitlement to any premiums due.

2. In the situation foreseen in subparagraphs a) and b) of the previous paragraph, 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 that cover risks endowed with the characteristics deriving from said increase in risk.

Chapter IV **Payment and alteration of premiums**

Clause 11 **Maturity of premiums**

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

2. The subsequent instalments of the initial premium, any premium for subsequent annual terms and the successive instalments 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.

Clause 12

Cover

Risk cover depends on the prior payment of the premium.

Clause 13

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, or instalments thereof, falls due.
- 2.** The notification must clearly indicate the consequences of any failure to pay the premium or instalment thereof.
- 3.** In insurance contracts in which payment of the premium in instalments has been agreed in periods equal to or less than three months and whose contractual documentation states the due dates of the successive instalments 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 paragraph 1, in which case it must provide proof of the issue, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

Clause 14

Failure to pay premiums

- 1.** Failure to pay the initial premium, or the first instalment thereof, on the due date, leads to automatic termination of the contract as from the date on which it is signed.
- 2.** Failure to pay the premium for subsequent annual terms, or the first instalment thereof, on the due date, prevents the extension of the contract.
- 3.** Failure to pay causes the automatic termination of the contract on the due date of:
 - a)** One instalment of the premium during the course of an annual term;
 - 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 due date, an additional premium deriving from a contractual modification causes the alteration to be ineffective. The contract remains valid with the scope and under the conditions that were in force prior to the desired modification, unless the continuation of the contract proves impossible, in which case it is deemed to have been terminated on the due date of the unpaid premium.

Clause 15

Alteration of the premium

If there is no alteration to the risk, any alteration to the premium applicable to the contract may only be carried out upon the subsequent annual maturity.

Chapter V

Start of effects, duration and vicissitudes of the contract

Clause 16

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 12.
- 2.** The stipulations of the previous paragraph also apply from when the contract takes effect, if this is different from the start of the risk coverage.

Clause 17

Duration

- 1.** The contract indicates its duration, which may be for a certain, given period (temporary insurance) or for one year and extendable for further one-year periods.
- 2.** The effects of the contract cease at 12 midnight on the last day of its term.
- 3.** The extension foreseen in paragraph 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.

Clause 18

Contract termination

- 1.** The contract may be terminated by the parties at any time, by recorded delivery, when there are justifiable reasons for doing so.
- 2.** 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.
- 3.** The contract termination takes effect at 12 midnight on the day on which it becomes effective.
- 4.** 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.
- 5.** Contract termination by Zurich takes effect 15 business days after the notification date and said notification may be made by any means that generates a written record.

Clause 19

Disposal of the insured pleasure craft

- 1.** In the event of the sale or transfer of ownership of the insured vessel, it is essential, for Zurich to be obliged to the new owner or interested party, that the Policyholder, the Insured or their legal representatives notify it of this transfer in advance, and that Zurich agree to maintaining the contract and issue the respective additional minutes.
- 2.** In the absence of the communication referred to in the previous paragraph or if Zurich does not agree to maintain it, the policy terminates at midnight on the day of sale.
- 3.** The death of the Policyholder does not annul this policy, passing on the rights and obligations to their heirs in accordance with the law.

Clause 20

Transfer of rights

Unless agreed otherwise, the death of the policyholder does not end the contract, and their heirs will succeed to the respective rights and obligations under the law.

Chapter VI

Main payment by Zurich

Clause 21

Payment limits

- 1.** Zurich's liability is always limited to the maximum amount specified in the Specific Conditions of the policy, whatever the number of people injured by a claim, and corresponding, at any time, to at least the minimum mandatory capital.
- 2.** Unless agreed otherwise, it is stipulated in the Specific Conditions that:
 - a)** When the compensation awarded to the injured parties is equal to or exceeds the sum insured, Zurich is not liable for any legal expenses;
 - b)** When the compensation awarded to the injured parties is less, Zurich is liable for the compensation and for any expenses up to the sum insured limit;
- 3.** After a claim has occurred, under the Civil Liability cover, the insured limit is automatically reinstated, without prejudice to the payment by the Policyholder of the supplementary premium corresponding to the reinstatement.

Clause 22

Insufficient sum insured

- 1.** If there are several parties injured in the same claim with the right to compensation which, as a whole, exceeds the sum insured amount, the rights of the injured against Zurich are reduced proportionally until said amount is reached.
- 2.** Zurich which, in good faith and as it is unaware of the existence of any other claims, has paid an injured party compensation for an amount greater than that to which they were entitled under the terms of the previous paragraph, is not obliged towards the other injured parties until the remaining part of the sum

insured has been paid.

Clause 23 **Excess**

- 1. The applicable excess, fixed in the Specific Conditions, at the expense of the Policyholder or the Insured, will consist of a percentage amount to be applied to the amount of compensation due to third parties, but this limitation of guarantee cannot be invoked against them.**
- 2. In the event of third party compensation claim, Zurich is fully liable for any compensation due, without prejudice to the right to be reimbursed by the obliged party under the terms of paragraph 1 on the excess amount applied.**

Clause 24 **Multiple insurance policies**

- 1. When the same risk pertaining to the same interest and for the same period is insured by several Insurers, the Policyholder or the Insured must inform Zurich of this circumstance as soon as it learns thereof, as well as when the claim is notified.**
- 2. The fraudulent omission of the information referred to in the preceding paragraph exempts Zurich from the respective payment.**
- 3. The claim recorded under the contracts referred to in paragraph 1 is compensated by any of the Insurers, at the choice of the Insured, within the limits of their obligation.**
- 4. The provisions of paragraph 2 cannot be enforced by Zurich against the injured party.**

Chapter VII **Obligations and rights of the parties**

Clause 25 **Obligations of the Policyholder and the Insured**

- 1. In the event of a claim covered by this contract, the Policyholder or the Insured undertake, otherwise they may be held liable for any losses and damages:**
 - a) To notify Zurich in writing as soon as possible, never more than eight working days after the day of the occurrence or the day on which they become aware of it, providing all information and documentary and/or testimonial evidence relevant to a correct determination of responsibilities;**
 - b) To take the measures within their power in order to avoid or limit the consequences of the claim;**
 - c) To provide Zurich with any relevant information it requests regarding the claim and its consequences.**
 - d) Not to prejudice Zurich's right of subrogation in the rights of the Insured against the third party liable for the claim, as a result of their coverage of the claim.**
- 2. The Policyholder and the Insured may not, subject to being liable for losses and damages:**

- a) Pay the compensation claimed out of court or advance money on account, on behalf or under the responsibility of Zurich, without its specific authorisation;**
- b) Give rise, even if this is through omission or negligence, to a judgment favourable to a third party or, when it does not immediately inform Zurich, to any legal proceeding brought against it because of a claim covered by the policy;**
- c) Prejudice Zurich's right of subrogation in the rights of the Insured against the third party liable for the claim, as a result of their coverage of the claim.**

3. The Policyholder and the Insured also undertake to:

- a) Maintain the Pleasure Craft with all necessary documentation and in good seaworthy condition, in accordance with the legislation in force;**
- b) Respect the limits imposed by law on the navigation of the insured vessel, in particular the Navigation Area included in its registration;**
- c) Inform Zurich immediately in writing of any change to the navigation area in which the insured vessel is authorised to operate;**
- d) Not modify the Insured Vessel, unless the manufacturer has asked the competent authorities to do so, and the latter expressly authorises such, and Zurich has been given prior notice of the modification.**

Modification means any change to the main dimensions of the insured vessel or to its subdivision, arrangement, sail rigging, propulsive power and capacity;

- e) Comply with any safety requirements that are imposed by law, regulations or the clauses of this contract.**
- f) Report the claim to the competent authorities immediately after it has occurred;**

4. Failure to comply with the provisions of subparagraphs a) to c) of paragraph 1, except as provided in the following number, leads to:

- a) Reduction of the payment by Zurich in view of the damage caused to it by the non-compliance;**
- b) Loss of coverage if it was intentional and has caused significant damage to Zurich.**

5. The provisions of the previous paragraph are not enforceable by Zurich against the injured party.

6. In the event of non-compliance with the provisions of paragraph 1(a), the penalty provided for in paragraph 4 will not apply when Zurich becomes aware of the claim by other means during the eight working days provided for therein, or the party obliged to provide the proper notification proves that they could not reasonably have done so prior to when they did.

7. Failure to comply with the provisions of paragraph 1(d) leads to the defaulting party being liable for losses and damages up to the limit of the compensation paid by Zurich.

Clause 26

Obligation of reimbursement by Zurich of any expenses defrayed on averting and mitigating the claim

- 1.** Zurich pays the Policyholder or the Insured for any expenses incurred in compliance with the duty stated in paragraph 1(b) of the previous clause, provided that they are reasonable and proportionate, even if the means used prove ineffective.
- 2.** The expenses stated in the previous paragraph must be paid by Zurich prior to the claim settlement date when the Policyholder or Insured requires reimbursement, the circumstances do not prevent it and the claim is covered by the insurance.
- 3.** The amount owed by Zurich under paragraph 1 is deducted from the sum insured amount available, unless this pertains to expenses incurred in compliance with the specific determinations of Zurich or its separate cover derives from the contract.

Clause 27

Legal defence

- 1.** Zurich may intervene in any judicial or administrative proceedings in which the obligation to compensate where the risk is the purpose of the contract is discussed, and will pay the costs arising therefrom.
- 2.** The Insured must provide Zurich with all information that is reasonably required of it and refrain from aggravating Zurich's substantive or procedural position.
- 3.** If the Insured and the injured party have taken out insurance with Zurich or if there is any other conflict of interest, Zurich must inform the interested parties of this circumstance.
- 4.** In the case provided for in the previous paragraph, the Insured, unable to resolve the dispute by agreement, may entrust its defence to whomever it chooses, and Zurich, unless otherwise agreed, will cover the resulting costs in proportion to the difference between the amount proposed by Zurich and whoever the Insured obtains.
- 5.** Zurich cannot be held liable if it has not given its consent either to the recognition by the Insured of the right of the injured party or to the payment of compensation to the latter.

Clause 28

Obligations of Zurich

- 1.** Zurich replaces the Insured in an amicable or litigious settlement of any claim that, under this contract, is made during the term of the same, and will cover, up to the limit of the sum insured, any expenses, including legal expenses, arising from the settlement, and is subject, for this purpose, to the direct action of injured third parties or their heirs.
- 2.** Any investigations and expert reports necessary for the recognition of the claim and the assessment of the damage must be promptly and diligently carried out by Zurich, failing which it will be held liable for losses and damages.
- 3.** Zurich must pay the compensation, or authorise the repair of the damage, as soon as the investigations and expert reports necessary to recognise the Insured's liability and to determine the amount of damages have been completed.

4. Once 30 days have elapsed since the conclusions set out in the previous paragraph without any compensation having been paid or the repair of the damage having being authorised, for an unjustified reason or which is attributable to Zurich, interest is payable at the statutory rate in force on, respectively, the amount of the former or the average market price of the repair of the damage.

Clause 29 **Right of recourse**

1. Once the compensation has been paid, Zurich has the right of recourse against the civilly liable persons who:

a) Have intentionally caused the accident;

b) Are the perpetrators or accomplices of the theft, robbery or theft of use of the vessel which caused the accident;

c) Are responsible for piloting pleasure craft, but are not legally qualified to do so or do not comply with the safety standards or legislation applicable to pleasure craft, or use the pleasure craft for purposes not permitted by law or the insurance contract, except in the case of assistance or rescue of vessels or persons in danger;

d) Act under the influence of alcohol, narcotics, toxic products or other drugs or abandon the injured parties.

Chapter VIII **Miscellaneous provisions**

Clause 30 **Involvement of insurance broker**

1. No insurance broker is presumed to have authorisation to, on behalf of Zurich, sign or terminate insurance contracts, to take on or alter any obligations deriving from them or to validate additional declarations, except as provided in the following paragraphs.

2. An insurance broker upon whom Zurich has bestowed the necessary powers in writing may sign insurance contracts, take on or alter any obligations deriving therefrom or validate any additional statements on behalf of Zurich.

3. Notwithstanding the insurance broker not having the specific powers for this purpose, the insurance is deemed to be effective when there are serious reasons, objectively speaking, bearing in mind the circumstances of the case, which justify the trust in good faith of the Policyholder in the legitimacy of the broker provided that Zurich has also contributed to establishing the Policyholder's trust.

Clause 31 **Communications and notifications between the parties**

1. Any communications and notifications from the Policyholder or Insured provided for in this policy are deemed valid and effective if they are sent to Zurich Insurance Europe AG, Sucursal em Portugal.

2. Any communications or notifications made under the terms of the previous paragraph to the address of Zurich's representative not established in Portugal for claims covered by this policy are also be valid and effective.
3. The communications provided for in this contract must be in writing or be rendered by some other means of which there is a permanent record.
4. Zurich is only required to send the communications provided for in this contract if the recipient thereof is duly identified in the contract, and they are deemed to have been validly made if they are sent to the address stated in the policy.

Clause 32 **Effectiveness in relation to third parties**

Exceptions, nullities and other provisions that, according to this contract or the law, are enforceable against the Policyholder or the Insured, will also be enforceable against third parties who are entitled to benefit from this contract.

Clause 33 **Subrogation**

1. Once the compensation has been paid, Zurich is subrogated, to the extent of the amount paid, in the rights of the Insured against the third party liable for the claim.
2. The Policyholder or the Insured are liable, up to the limit of the compensation paid by Zurich, for any act or omission that damages the rights provided for in the previous paragraph.

Clause 34 **Applicable law**

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

Clause 35 **How to file complaints and arbitration**

1. Complaints within the scope of this contract may be submitted to the offices of Zurich identified in the contract, as well as to the ASF - Insurance and Pension Funds Supervisory Authority - (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 Dispute Resolution (ADR) Centre specialising in the insurance sector is CIMPAS - Insurance Information, Mediation and Regulation Centre (available at www.cimpas.pt).
4. Except in cases where it is legally mandatory, Zurich Insurance Europe AG - Sucursal em Portugal will resort to arbitration or any other alternative consumer dispute mechanism on a case-by-case basis and in accordance with the matters involved in each specific dispute.

Clause 36 Omissions

As regards any omissions from this contract, the applicable legislation will apply.

Clause 37 Venue

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

Clause 38 Economic and trade sanctions

- 1.** All financial transactions are subject to compliance with the laws and regulations governing economic and trade sanctions in force under Portuguese law.
- 2.** Notwithstanding the terms contained in this contract, Zurich does not provide any insurance coverage or offer any service including, but not limited to, the acceptance of payments of premiums, claims' payments and/or other reimbursements or any other service or benefit to the Policyholder, the Insured or the Beneficiary where such coverage, payment, service, benefit and/or business or activity of the Policyholder, Insured or Beneficiary infringes any law or regulation governing economic and trade sanctions in force under Portuguese law.
- 3.** Zurich reserves the right to terminate this contract if it believes the Policyholder and/or Insured are regarded as sanctioned persons, or if the purpose proves impossible to pursue under the laws and regulations governing economic and trade sanctions in force under Portuguese law.

Part II Optional Insurance for Pleasure Craft

Clause 39 General provisions

The Optional Pleasure Craft Insurance is subject to the Specific Conditions and the Special Conditions contracted, and the provisions of these General Provisions of the Optional Pleasure Craft Insurance - Part II - and, as regards anything not specifically regulated, by the General Conditions of the Compulsory Civil Liability Insurance - Part I -.

Clause 40 Definitions

- 1. Value as New:** the price for sale to the public of the insured vessel in Portugal, considering all applicable taxes and charges and without any commercial discounts, plus the value of extras not originally included, if these are to be included in the insurance.

2. Total Loss: physical disappearance of the Pleasure Craft, totally swallowed up by the sea as a result of sinking, directly resulting from a random fire and/or explosion on board of machinery, engines, boilers, or from unforeseeable events encompassed by the concept of seafaring fortune, such as collision, stranding and submersion.

Also considered to be a total loss is the situation in which the vessel, having been affected by any of the events mentioned above, continues to exist physically, despite the fact that it is not feasible to restore it to the state it was in before the event occurred, because the cost of the repair is equal to or greater than the insured value.

For this assessment, only the cost relating to a single accident or sequence of damages resulting from the same accident will be taken into account;

The total loss of machinery or engines, masts, sails, communication equipment, nautical instruments, equipment, auxiliary boats, rafts, life-saving equipment and other equipment on board, duly identified and valued in the Specific Conditions, is only guaranteed when this total loss is combined with the total loss of the Pleasure Craft.

3. Partial Damages: damages caused to the insured vessel as a result of a claim covered by the contract, which can be repaired since they do not fit into the definition of Total Loss.

4. Communicable Disease: any disease which may be transmitted via any substance or agent from one organism to another and where:

i) The substance or agent includes, but is not limited to, viruses, bacteria, parasites or any other organism or variant thereof, whether living or non-living; and

ii) The method of direct or indirect transmission includes, but is not limited to, airborne transmission, transmission through body fluids, transmission from or to any surface or object, solid, liquid or gaseous, or between organisms; and

iii) The disease, substance, or agent may cause or threaten to cause damage to human health or human welfare or may cause or threaten to cause damage, deterioration, loss of value, loss of marketability or loss of use of the insured property.

5. Business interruption: includes loss of profits, loss of income, loss of business, lost profit, or any other similar designation.

6. Cyber loss: any losses, damage, liabilities, claims, costs or expenses, regardless of their nature, which have, directly or indirectly, been caused, aggravated by, resulted from, derived from or related to any Cyber Act or Cyber Incident including, but not limited to, any action taken to monitor, prevent, mitigate or remedy any Cyber Act or Cyber Incident.

It also includes any failure, error, interruption, denial of access or use, ineffectiveness, unsuitability for function or purpose, defect and/or malfunction of any Computer System regardless of the loss, damage, expense and/or cost caused.

7. Cyber act: any unauthorised, malicious or criminal act or sequence of related unauthorised, malicious or criminal acts, regardless of place and time, involving access to, processing, use or operation of any Computer System, including any actual or fraudulent threat to access the processing, use or operation of any Computer System. It also includes, but is not limited to:

8. Denial of Service Attack (DDOS): any unauthorised and/or malicious act and/or deliberate overloading of broadband connections and/or web servers by sending substantial amounts of repeated or irrelevant

communications or data with the intention of affecting, by completely or temporarily blocking, restricting, delaying or interrupting, access to the Insured's Computer System in whole or in part - including but not limited to web sites.

9. Cyber Extortion Threat: any threat or series of threats to commit a deliberate attack on the computer system, to gain unauthorised access to it, to delete or tamper with electronic data and/or to publicly disclose Data (which includes corporate information and/or personal data) that have been wrongfully appropriated, if the ransom is not paid or the required services are not provided.

9. Cyber incident:

a) Any error, omission or series of related errors and/or omissions involving the access to, processing, use or operation of any Computer System; or,

b) Any partial or total unavailability or failure, or series of total or partial unavailabilities and/or failures, related to each other in the access, processing, use or operation of any Computer System

10. Computer System: any computer, hardware, software, communications system, electronic device (including but not limited to: smartphones, laptops, tablets, wearable devices), server, cloud or microcontroller including any similar system or any configuration of such equipment, and also including any data input, data output, data storage device, network equipment or backup facilities, whether owned or operated by the Insured or owned or operated by any other entity.

11. Data: information, facts, concepts, code or any other information of any nature, including personal data, which is recorded or transmitted in a form that can be used, accessed, processed, transmitted or stored by a Computer System.

12. Data carrier equipment: any asset insured by this policy on which Data may be stored, but excluding the Data itself.

13. Third-party information holder or service provider: An external entity not owned, operated or controlled by, but appointed or engaged by, the Insured that may hold Data (corporate information and/or personal information) and/or provides specified services.

14. Data Protection Officer: Person designated by the insured as the person responsible for implementing, monitoring, supervising, reporting and disclosing the company's regulatory compliance standards with respect to Data collection, Data processing and subcontracting in Data processing.

Clause 41

Optional covers

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

- Optional Civil Liability;
- Material Damage to the Pleasure Craft itself;
- Occupants of the Pleasure Craft;
- Seismic Phenomena;
- Strikes, Riots and Public Disorder;
- Personal Items;
- Assistance for the Pleasure Craft.

Clause 42

Territorial scope

Unless otherwise stated in the Specific Conditions, the territorial limit for coverage contracted within the scope of Optional Insurance is that defined in Clause 4 of the Compulsory Civil Liability Insurance - Part I - without prejudice to that established in the respective Special Conditions.

Clause 43

Exclusions specific to optional insurance

1. In addition to the exclusions foreseen in the Compulsory Civil Liability Insurance – Part I – and in the specific exclusions of each Special Condition, the following are also excluded:

- a) Acts or omissions carried out by the Policyholder or the Insured Person under the influence of non-prescribed narcotics, when drunk or when a level of blood alcohol above that permitted by law is detected;**
- b) Intentional or seriously negligent acts or omissions committed by the Policyholder, the Insured or Insured Persons, the Beneficiaries or by persons for whom they are civilly responsible;**
- c) Losses or damages that directly or indirectly result from an agreement, private contract or commitment, to the extent that the resulting liability exceeds that which the Insured would be legally obliged to in the absence of such an agreement, contract or commitment.**

2. Except where the risks in question are expressly guaranteed, this contract does not cover damage and losses arising directly or indirectly from:

- Optional Civil Liability;
- Material Damage to the Pleasure Craft itself;
- Occupants of the Pleasure Craft;
- Seismic Phenomena;
- Strikes, Riots and Public Disorder;
- Personal Items;
- Assistance for the Pleasure Craft.

3. Communicable Diseases: regardless of what may be otherwise stipulated in the Policy or in any subsequent amendment, any and all losses, damages, liabilities, claims, costs, expenses or provision of services, whatever their nature, directly or indirectly caused or aggravated by resulting

from, relating to or being attributable in any way to:

- a) a Communicable Disease or;
- b) the fear or threat (real or perceived) of a Communicable Disease.

Sole Paragraph: This exclusion applies irrespective of any other cause or event contributing simultaneously or in any other sequence to the same.

4. Cyber Losses: includes any and all losses, damage, liabilities, claims, costs, expenses or services, of whatever nature, directly or indirectly caused or aggravated by, resulting from or arising out of, relating to or attributable to any loss of use, reduced functionality, repair, replacement, restoration and/or copying of any Data, including any amount in respect of the value of such Data;

Sole Paragraph: The exclusions set out in the preceding paragraphs apply regardless of any other cause or event contributing simultaneously or in any other sequence to the same.

Clause 44 Excess

The excess will always be deducted at the time of payment of compensation even if Zurich makes it directly to the repairer or any other entity.

Clause 45 Proportional rule

Unless otherwise agreed in the Specific Conditions, if the sum insured by this contract is, for the insured vessel, at the date of the claim, lower than the market value, the Insured will be liable for the proportional share of the losses, as if they were the insurer of the surplus. If, on the contrary, the amount is higher, the insurance is only valid until the insurance is paid off.

Clause 46 Compensation amount

1. In the event of total loss, the compensation amount will correspond to the insured value as at the date of the claim, deducting the contractually applicable excess and, where applicable, the amount assigned to the pleasure craft after the claim, herein called salvage.
2. In the event of partial loss, the repairs to be paid for by Zurich will have the limit of the maximum compensation amount foreseen in case of Total Loss under the terms of the previous paragraph.

Clause 47 Reduction and/or topping up of capital

1. In the event of a claim, the compensation amount will be deducted from the sum insured, with the latter being reduced by said sum as from the date of the claim until the annual maturity of the contract.
2. The Policyholder may top up the capital by paying a supplementary premium pertaining to the capital topped up and to the timeframe yet to elapse until the annual maturity of the contract.

Clause 48

Reduction or cancellation of coverage

1. Either Contracting Party may, at any time, reduce or withdraw the optional coverage taken out by means of a written communication to the other Party at least 30 days in advance.
2. Whenever the Policyholder is not the same as the Insured, the latter must be notified 30 days in advance of the reduction or cancellation of the coverage taken out.
3. In the event that rights are reserved under the terms of the previous article, the communication should also be sent to the respective persons or entities.
4. Unless expressly agreed otherwise:
 - a) When the reduction or termination is at Zurich's initiative, the premium to be returned to the Policyholder will be calculated in proportion to the remaining time until the maturity of the contract;
 - b) Where the reduction or cancellation is at the initiative of the Policyholder, the premium to be returned to the Policyholder will be calculated on the basis of the premium that would have been due if the insurance had been taken out as temporary insurance.

Clause 49

Rights reserved

When Zurich has accepted to safeguard the rights of this policy to the benefit of those people or entities indicated in the Specific Conditions, whose address is also mentioned in Specific Conditions for as long as this is maintained, the claims pertaining to the covers taken out may not be settled without the prior agreement of said people or entities.

Clause 50

Right of recourse

In addition to the situations foreseen in Clause 31 of the Compulsory Civil Liability Insurance – Part I –, Zurich has a right of recourse against any person or entity in all other cases in which that right may legally exist.

Clause 51

Offsetting of claims

In the event of a claim, Zurich reserves the right to collect or deduct, from the compensation due to the Policyholder, the payment of any premiums due and of the instalments due.

Clause 52

Burden of proof

The Insured holds the burden of proving the veracity of the claim and its legal interest in the insured assets, and Zurich may demand from the Insured all appropriate and available means of proof.

Clause 53 Subrogation

Once the compensation has been paid, Zurich is subrogated in its rights against the parties causing, or other parties liable for, any damages, and it may require the subrogation to be specifically granted in the act of payment and refuse the latter if this is denied it, as well as requiring a notary-endorsed receipt to be submitted to it.

001. Optional third party liability

Clause 1 Object of the insurance

It is hereby agreed that under the terms, conditions and exclusions of this Special Condition, this policy guarantees the Complementary Civil Liability Cover in addition to the amount legally required with regard to the obligation to insure.

Clause 2 Exclusions

For the purposes of this Special Condition, the exclusions set out in Clause 5 of the General Conditions, Part I of the Compulsory Civil Liability Insurance, apply

002. Material damage to the vessel itself

Clause 1 Object of the insurance

1. It is expressly agreed that under the terms, conditions and exclusions of this Special Condition, this policy guarantees material damage to the insured pleasure craft, when floating, on land, or when being placed into or removed from the water, arising from or as a result of:

- a) Fire, lightning, explosion, storms, stranding, submersion, crash, collision or shock with any fixed or floating object;
- b) salvage costs arising from the risks mentioned in point a);
- c) Theft of the insured pleasure craft and/or life-saving appliances or theft of fixed accessories.

The outboard motor(s) is(are) also covered provided that it(they) is(are) fitted with anti-theft devices in addition to its(their) anchorage system for the pleasure craft.

d) Shock, collision or rollover, fire, lightning or explosion, landslide, road collapse, breakage of chassis, axles or towing drawbar, and loss of the wheels of the towing vehicle or trailer, during transport on land and provided that the legal conditions in force for transport by land are complied with.

e) During placement into or removal from the water, due to cable breakage in the crane, hoist or other suitable means, or due to an electrical or mechanical failure in the same apparatus;

f) Expenses incurred by the Insured to safeguard and protect the insured pleasure craft in case of danger, including towing or transport to a safe place, up to a limit of 10% of the insured value.

2. For the purposes of this Special Condition, the following apply:

a) Fire: accidental combustion, with the propagation of flames, other than a normal source of fire, although it may originate at the latter and which may be propagated by its own means.

b) Lightning: atmospheric discharge occurring between the clouds and the ground, consisting of one or more pulses of current which afford the phenomenon a characteristic luminosity (lightning) and which causes permanent mechanical deformations to the insured vehicle.

c) Explosion: a sudden, violent action of gas or steam pressurisation or depressurisation.

d) Storm: when the wind force measured on the Beaufort scale reaches values equal to or greater than 7 (seven).

e) Stranding: the forced stoppage of the pleasure craft as a result of a fortuitous collision with a sandbank, rock or any other obstacle, at sea or on the coast, and which is trapped without floating for a certain period of time.

f) Submersion: the sinking of the pleasure craft resulting from an unforeseeable event in a location where it could be salvaged, accompanied by its stoppage.

g) Collision: The shock or accidental collision between two or more vessels.

Clause 2 Exclusions

1. In addition to the exclusions set out in Clauses 5 and 43 of this Policy, under no circumstances are losses or damages covered when they derive from:

a) Claims when the towing vehicle is driven by a person who is not legally qualified for that purpose;

b) Claims caused by a towing vehicle when the provisions on compulsory inspection or others pertaining to vehicle endorsement have not been met, unless proof is provided that the claim was not caused or exacerbated by the poor condition of the vehicle, nor owing to reasons related with a lack of endorsement;

c) Claims caused by inadequate means of transport, excess weight or poor packaging of the pleasure craft;

d) Movement in places recognised as not accessible to the towing vehicle or the towed assembly;

e) Pilotage of the pleasure craft by a person not legally qualified;

f) Consequential losses of any nature, such as loss of profits, loss of benefits or damage resulting from the stoppage of the pleasure craft;

g) Unseaworthiness of the pleasure craft;

h) Defect in manufacture and/or design, repair, assembly or tuning, inherent defect, wear and tear, state of use or depreciation, deficiency, latent or hidden defects, and/or maintenance of the pleasure craft;

- i) Chemical or electrochemical phenomena, including cathodic, electrolytic or any other corrosion;**
- j) Worms, molluscs, weevils or any other insect;**
- k) Use of the pleasure craft, and/or its engine(s), which are not registered under the laws in force, and are in violation of the laws, legal navigation regulations and special port and captaincy regulations applicable to the use of pleasure craft;**
- l) Mooring or attempting to moor in a place that does not satisfy the essential technical and safety conditions, except for reasons of force majeure;**
- m) Deficient or inadequate mooring conditions;**
- n) Cost of repairing or replacing machinery, engines, electrical switchboards or other equipment, if the claim is caused by the same.**

2. The following losses and damage are also excluded:

- a) In painting letters, drawings, emblems, signs or advertisements, when these are not mentioned or valued in the Specific Conditions, provided that they are not an integral part of the original construction or design of the vessel, when marketed as new;**
- b) Caused to the masts, sails and rigging of sailing vessels, resulting from wind, water or any other atmospheric phenomenon;**
- c) Caused by fire and/or explosion as a result of the transport of flammable and/or explosive materials, except for the fuel reserves necessary to supply the vessel;**
- d) Suffered by the engine, accessories or equipment, unless they result from stranding, sinking, fire or collision of the vessel with any fixed or floating object;**
- e) By outboard engines falling into the water;**

Clause 3 Insurance value

- 1. The maximum amounts covered by Zurich are those specifically stated in the Specific Conditions.**
- 2. Unless otherwise agreed in the Specific Conditions, the determination of the insured value must meet the following criteria:**

2.1 New Pleasure Craft: The insured amount must correspond to their Value as New as defined in Clause 40(1);

2.2 Used Pleasure Craft: The insured value must, at any time during the term of the contract, match the market value, i.e. the used value attributed by the representative of the brand, or in its absence, the average price charged by companies in the sector for pleasure craft of the same brand, model, date of manufacture and use, whose state of repair is identical to that of the insured pleasure craft.

Clause 4 Excess

However, it is stipulated that in each claim, the excess declared in the Specific Conditions must always be deducted from the compensation to be paid by Zurich.

003. Occupants of vessel

Clause 1 Object of the insurance

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, this policy guarantees payment of the compensation stipulated in the Specific Conditions as a result of an accident which has occurred to the Insured Persons:

- a) when they are on board;**
- b) entering or leaving the pleasure craft;**
- c) involved in placing or withdrawing the pleasure craft from the water, provided that the appropriate means are used.**

2. By express agreement and the payment of the respective surcharge, the scope of this contract may be extended, under the terms of the corresponding Special Conditions, to compensation due for waterskiing when towed by the insured vessel, on payment of the respective surcharge and provided that this is expressly mentioned in the Specific Conditions.

3. It is further stated that the terms of this optional coverage in no circumstances limit or conflict with that stipulated under the terms of the compulsory civil liability insurance for owners of pleasure craft and sportspeople using pleasure craft in sports competitions.

Clause 2 Definitions

For the purposes of this cover the following definitions apply:

- a) Insured Persons:** All occupants of the pleasure craft identified in the Specific Conditions
- b) Beneficiary:** The individual or corporate body to whom compensation is paid in the event of the death of the Insured Person
- c) Accident:** An unforeseeable, sudden and abnormal event due to an external cause outside the control of the Insured Person and which causes damage or bodily injury.

For the purposes of this Special Condition, the following are also regarded as accidents:

- Infections in which the virus has penetrated a wound deriving from an accident covered by this Special Condition;

- Any strains, sprains and ruptures of muscles or tendons caused by sudden exertion;
- Involuntary asphyxiation resulting from immersion, explosion or the unforeseen, rapid action of any gases;
- The consequences of lightning or electrical discharges.

d) Permanent Disability: Anatomical loss or functional impotency of limbs or organs, observable by objective medical observation, occurring as a result of physical injuries caused by an accident covered by this Special Condition.

e) Temporary Incapacity: Temporary physical impossibility, subject to medical observation, of an Insured Person exercising their normal daily activity, occurring as a result of injuries caused by an accident covered by this Special Condition.

Clause 3 **Territorial scope**

The guarantees of this Special Condition take effect in the Navigation Area mentioned in the Specific Conditions.

Clause 4 **Risks covered**

1. This Special Condition covers the following risks:

- a) Death or permanent disability**
- b) Treatment costs**
- c) Funeral costs**

2. Under cover a), the risks of Death and/or Permanent Disability cannot be combined and so if the Insured Person dies as a result of the accident, occurring during the 2 (two) years following the date thereof, any compensation amount owing to Permanent Disability which may have been awarded or paid to them regarding the same accident will be deducted from the compensation owing to death.

Clause 5 **Exclusions**

1. In addition to the exclusions set out in Clauses 5 and 43 of this Policy, losses or damages are not covered in any case:

- a) Because the legal capacity of the vessel is exceeded;**
- b) When the vessel is found to have been put into the water against the indication or prohibition of the competent authorities for reasons of bad weather or other conditions, or to sail or anchor in an area not advised or not authorised by the same authorities.**
- c) When the vessel is found to have been used for unlawful purposes or purposes not declared in the contract, except in cases of salvage or assistance to vessels in distress;**
- d) Arising from the absence or insufficiency, on board the vessel, of the legally mandatory means of**

rescue;

- e) Caused intentionally by the Insured or by a person for whom they are civilly responsible;**
- f) Caused as a result of drunkenness, use of non-prescribed drugs or pilot dementia;**
- g) Occurring when the craft is driven by a person without the appropriate water sports licence either during possession or misuse of the vessel;**
- h) Surviving sporting events, races, regattas, challenges, contests, bets, competitions of any kind or record attempts, or during training for them;**
- i) Resulting from natural disasters;**
- j) Resulting from the occurrence of nuclear risks;**
- k) Resulting from crimes and other intentional acts by any Occupant, as well as suicide;**
- l) Hernias of any nature;**
- m) Occurrence of nuclear risks;**
- n) Acquired immunodeficiency syndrome (AIDS) virus infections;**

Clause 6 Incontestability

Any statements made by the Policyholder and by the Insured, both in the proposal and in the other documents required for the assessment of the proposed risk, serve as the basis for the acceptance and formal conclusion of the contract, which is incontestable provided that it has been in force during the life of the Insured for two years after the issue date, safeguarding those cases and situations foreseen by law.

Clause 7 Pre-existing disease or illness

Unless stated otherwise in the Specific Conditions, if the consequences of an accident are exacerbated by a disease or illness prior to the date of the former, Zurich's liability may not exceed that which it would have if the accident had occurred to someone who did not have said illness or disease.

Clause 8

Termination of the right to the guarantees

The right to the contract guarantees pertaining to the claim which has occurred during its validity is not terminated provided that the formalities provided for in Clause 12 of the General Conditions have been complied with, even if this has been rescinded by Zurich.

Clause 9

Obligations of the Policyholder, of the Insured and of the Beneficiary

1. In addition to the obligations set out in Clause 26 of the General Conditions, the Policyholder, the Insured or the Insured Person are also obliged:

- a) If there are several insurance policies covering the same risk, this communication must be made to the respective Insurers, stating the name of the others;**
- b) To promote the sending, within 8 working days after the Insured Person has been clinically assisted, of a medical statement which sets out the nature and location of the injuries, their diagnosis, the days which potentially expected for Temporary Incapacity, as well as an indication of possible Permanent Disability;**
- c) To communicate, within 8 working days after its occurrence, the healing of the injuries, promoting the sending of a medical statement which sets out, in addition to the discharge date, the number of days during which there was Temporary Incapacity and the Permanent Disability percentage which may have been observed;**
- d) To submit, for whatever reimbursement is applicable, the original documentation and the documentary evidence of any expenses incurred and covered by the contract.**

2. In the event of an accident, the Insured Person is obliged to:

- a) Comply with any medical instructions, failing which Zurich may only be liable for any consequences for the accident which would presumably have occurred if these instructions had been observed;**
- b) Undergo an examination by a physician designated by Zurich, provided that the latter so requests, with the latter's liability ceasing should they fail to do so;**
- c) Authorise doctors to provide all requested information; otherwise, Zurich will cease to be liable.**

3. If the accident results in the Death of the Insured Person, in addition to notification of the accident, a death certificate must be sent to Zurich (indicating the cause of death) and, when deemed necessary, any other documents which serve to clarify the accident and its consequences.

4. If it is proven to be impossible for the Policyholder and/or Insured Person to meet any of the obligations foreseen in this contract, said obligation will be transferred to whosoever can comply therewith.

5. The perpetrator, accomplice, instigator or person covering up the intentional murder of the Insured Person, even if it is not successful, loses any right to the benefit, and unless agreed otherwise, the beneficiary designation regime applies.

6. The Policyholder, the Insured, the Insured Person or the Beneficiary lose the right to compensation if:

- a) They voluntarily and intentionally exacerbate the consequences of the claim;**
- b) They use fraud, simulation or any other intentional means, as well as false documents to justify their claim;**
- c) They use bad faith, they issue or inaccurately declare the increase in the risk, under the terms set out in Clause 9 of the General Conditions.**

Clause 10 Claims

1. In the event of a claim covered by this Special Condition, the Insured and the Insured Persons are cumulatively required, failing which they will be liable for any damages, to:

- a)** Take immediate action to prevent the consequences of the accident from becoming worse;
- b)** Send, within 8 working days after the Insured Person has been clinically assisted, of a medical statement which sets out the nature and location of the injuries, their diagnosis, as well as an indication of possible Permanent Disability;
- c)** Communicate, within 8 working days after its occurrence, the healing of the injuries, and send a medical statement which sets out, in addition to the discharge date, the Permanent Disability percentage which may have been observed;
- d)** Provide, with any reimbursement which is applicable, all the documentary evidence of any Treatment Costs.
- e)** Comply with medical instructions;
- f)** Undergo an examination by a doctor appointed by Zurich;
- g)** Authorise the doctors to provide any of the information requested by Zurich.

2. If the accident results in the Death of any of the Insured Persons, in addition to notification of the accident, a death certificate must be sent to Zurich and, when deemed necessary, any other documents which serve to clarify the accident and its consequences.

3. If it is proven to be impossible for the Policyholder and/or Insured Persons to meet any of the obligations foreseen in this contract, this obligation will be transferred to whosoever can comply therewith - Insured, Insured Person or Beneficiary.

4. Any lack of truthfulness in the communications and information to Zurich will mean that the Insured or Insured Persons will be held liable for any ensuing losses and damages.

Clause 11 Compensation

- 1.** The compensation amount payable will be calculated in accordance with the stipulations of the Specific Conditions of the policy and awarded per Insured Person up to the maximum capacity limit in accordance with the pleasure craft logbook identified therein.
- 2.** In the event that, at the time of the accident, the maximum authorised capacity for the pleasure craft has been exceeded, the compensation amounts set out in the Specific Conditions to be paid to each Insured Person will be obtained on a pro rata basis to the sum insured for the maximum capacity limit according to the number of people at risk.
- 3.** Death: In the event of the Death of an Insured Person, occurring immediately or within 2 (two) years of the accident date, Zurich will pay the corresponding sum insured to the Beneficiary(ies) specifically designated in the policy.
 - 3.1.** For occupants aged under 14, compensation for death will be limited to the amount pertaining to the funeral expenses.
- 4.** Permanent Disability: In the event of Permanent Disability, clinically observed and occurring within 2 (two) years of the accident date, Zurich will guarantee payment of the capital percentage stipulated in the Specific Conditions pertaining to the degree of impairment, in accordance with the impairment table which forms an integral part of this Special Condition.
 - 4.1.** When the Permanent Disability ascertained is equal to or greater than 50%, the compensation payable by Zurich will be doubled.
 - 4.2.** Payment of this compensation, unless specifically stated otherwise in the Specific Conditions, will be made to the Insured Person, except in the case of unemancipated minors, when payment will be made to whosoever has parental authority.
 - 4.3.** Any injuries not listed in the Impairment Table, even when of lesser importance, are compensated in proportion to their severity compared with that of the cases listed, without bearing in mind the profession exercised by the Insured Person.
 - 4.4.** If the Insured Person is left-handed, the disability percentages for the upper right limb apply to the upper left limb and vice versa.
 - 4.5.** Any physical defects, in any limb or organ, which the Insured Person already had at the date of the claim, will be taken into account when setting the degree of impairment deriving from the accident, which will correspond to the difference between the already existing disability and that now acquired.
 - 4.6.** The partial or total functional disability of a limb or organ is considered the same as the corresponding partial or total loss.
 - 4.7.** As regards the same limb or organ, the accumulated impairments cannot exceed that which would pertain to the total loss of that limb or organ.
 - 4.8.** Whenever an accident leads to injuries in more than one limb or organ, the total compensation is obtained by adding up the value of the compensation amounts pertaining to each of the injuries, though the total may not exceed the insured amount.

4.9. If the consequences of an accident are exacerbated by a disease or illness prior to the date of the former, Zurich's liability may never exceed that which it would have if the accident had occurred to someone who did not have that illness or disease.

5. Treatment Costs

Treatment Costs - Zurich will reimburse, up to the amount set for this purpose, any expenses required to treat the injuries suffered.

5.1. Reimbursement will be made upon submission of the documentary evidence to whosoever demonstrates they have paid the expenses.

6. Funeral Costs

Funeral expenses - Zurich will duly reimburse, up to the amount set for this purpose, any expenses incurred on the funeral of the Insured Person.

6.1. Reimbursement will be made to whosoever proves they have paid the expenses.

Clause 12 Designation of Beneficiaries

1. The Policyholder/Insured or whosoever they indicate, designates the Beneficiary and the designation may be made in the policy in a written statement received by Zurich or in a will.

2. Unless stipulated otherwise, as regards the death of the Insured Person, the sum insured is paid:

a) If no Beneficiary is designated, to the heirs of the Insured Person;

b) If the Beneficiary dies before the Insured Person, to the heirs of the former;

c) If the Beneficiary dies before the Insured Person, with the revocation of the beneficiary designation having been waived, to the heirs of the former.

d) If the Insured Person and the Beneficiary die at the same time, to the heirs of the former.

Clause 13 Changes to Beneficiary

1. The person who designates the beneficiary may, at any time, revoke or alter the designation, unless they have specifically waived this right.

2. In the event of the waiver of the right to revocation, if the Beneficiary has signed up, the Policyholder, unless agreed otherwise, is not entitled to any reduction.

3. The power to alter the beneficiary designation ceases at the time when the Beneficiary acquires the right to pay the amounts insured.

Clause 14
People who are ineligible for the benefit

The relations of the Policyholder with people unrelated to the benefit do not affect the beneficiary designation and the provisions pertaining to conferment, challenging and reduction of donations apply, as well as to any Paulian impugnation, only with regard to the amounts paid by the Policyholder to Zurich.

Clause 15
Interpretation of the beneficiary clause

1. The generic designation of the children of a given person as Beneficiaries, if in doubt, is assumed to refer to all the children who outlive them, as well as to any descendants of the children representing the former.
2. When the generic designation refers to the heirs or to the spouse, in case of doubt, those who are the legal heirs as at the date of death will be regarded as such.
3. When the designation is made to the benefit of several beneficiaries, Zurich makes the payment in equal parts unless:
 - a) In the event that the Beneficiaries are all heirs of the Insured Person, the principles stipulated for legitimate succession are observed;
 - b) If one of the Beneficiaries dies first, their share goes to the respective descendants.
4. The provisions of the previous paragraph do not apply when stipulated otherwise.

Clause 16
Co-existence of contracts

1. The Policyholder is obliged to inform Zurich, failing which it will be liable for damages, about the existence of any other personal accident insurance pertaining to the Insured Person.
2. If, as at the date of the claim, there is more than one insurance contract, guaranteeing the Treatment and Repatriation Costs and the Funeral Expenses, this policy will only apply in the respective proportionality of the amounts insured.

TABLE FORMING THE BASIS FOR CALCULATING ANY COMPENSATION DUE OWING TO PERMANENT DISABILITY AS A RESULT OF AN ACCIDENT

A - Total permanent disability	%
- Total loss of two eyes or vision in two eyes	100
- Complete loss of use of both lower and upper limbs	100
- Incurable and total mental alienation, resulting directly and exclusively from an accident	100
- Complete loss of both hands or feet	100
- Complete loss of one arm and one leg or one hand and one leg	100
- Complete loss of one arm and one foot or one hand and one foot	100
- Hemiplegia or complete paraplegia	100

B - Partial permanent disability	%
Head	
- Complete loss of one eye or half reduction of binocular vision	25

B - Partial permanent disability	%	
- Total deafness	60	
- Complete deafness in one ear	15	
- Post-traumatic brain injury syndrome, without objective signs	5	
- Post-traumatic generalised epilepsy, one or two seizures per month, with treatment	50	
- Absolute anosmia	4	
- Fracture of the bones of the nose or nasal septum with respiratory discomfort	3	
- Total, unilateral nasal stenosis	4	
- Unconsolidated lower jaw fracture	20	
- Total or near total loss of teeth:		
- with possibility of prosthesis	10	
- no prosthesis possible	35	
- Complete ablation of the lower jaw	70	
- Loss of skull substance affecting both plates and with a maximum diameter:		
- greater than 4 cm	35	
- greater than 2 and equal to or less than 4 cm	25	
- of 2 cm	15	
Upper limbs and shoulders (R=Right / L=Left)	%	
	R	L
- Clavicle fracture with clear sequelae		3
- Shoulder stiffness, not very pronounced	5	3
- Shoulder stiffness, forward projection and abduction not reaching 90°	5	11
- Complete loss of shoulder movement	30	25
- Amputation of the arm through the upper third or complete loss of arm use	70	55
- Complete loss of the use of one hand	60	50
- Unconsolidated fracture of one arm	40	30
- Pseudarthrosis of the two bones of the forearm	25	20
- Complete loss of use of elbow movement	20	15
- Amputation of the thumb:		
- losing the metacarpal	25	20
- preserving the metacarpal	20	15
- Amputation of the index finger	15	10
- Amputation of the middle finger	8	6
- Amputation of the ring finger	8	6
- Amputation of the little finger	8	6
- Complete loss of wrist movements	12	9
- Pseudarthrosis of a single bone of the forearm	10	9
- Fracture of the 1st metacarpal with sequelae that determine functional disability	4	3
- Fracture of the 5th metacarpal with sequelae that determine functional disability	2	1
Upper limbs and shoulders (R=Right / L=Left)	%	
	R	L
- Clavicle fracture with clear sequelae		3
- Shoulder stiffness, not very pronounced	5	3
- Shoulder stiffness, forward projection and abduction not reaching 90°	5	11
- Complete loss of shoulder movement	30	25
- Amputation of the arm through the upper third or complete loss of arm use	70	55
- Complete loss of the use of one hand	60	50
- Unconsolidated fracture of one arm	40	30
- Pseudarthrosis of the two bones of the forearm	25	20

B - Partial permanent disability	%	
- Complete loss of use of elbow movement	20	15
- Amputation of the thumb:		
- losing the metacarpal	25	20
- preserving the metacarpal	20	15
- Amputation of the index finger	15	10
- Amputation of the middle finger	8	6
- Amputation of the ring finger	8	6
- Amputation of the little finger	8	6
- Complete loss of wrist movements	12	9
- Pseudarthrosis of a single bone of the forearm	10	9
- Fracture of the 1st metacarpal with sequelae that determine functional disability	4	3
- Fracture of the 5th metacarpal with sequelae that determine functional disability	2	1
Lower Limbs		
- Disarticulation of a lower limb through the hip joint or complete loss of use of a lower limb	60	
- Amputation of the thigh through the middle third	50	
- Complete loss of use of one leg below the knee joint	40	
- Complete loss of foot	40	
- Unconsolidated thigh fracture	45	
- Unconsolidated fracture of one leg	40	
- Partial amputation of one foot, comprising all the toes and a part of the foot	25	
- Complete loss of hip movement	35	
- Complete loss of knee movement	25	
- Complete ankylosis of the ankle in favourable position	12	
- Moderate sequelae of transverse patella fracture		
Shortening of a lower limb by:		
- 5 cm or more	30	
- 3 to 5 cm	15	
- 2 to 3 cm	10	
Amputation of the big toe with its metatarsal	10	
Complete loss of any toe, excluding big toe	3	
Spine-Chest		
- Fracture of the cervical spine without spinal cord injury	10	
- Fracture of the dorsal or lumbar spine:		
- compression with clear spinal stiffness without neurological signs	10	
- Cervicalgia with clear spinal stiffness	5	
- Low back pain with clear spinal stiffness	5	
- Paraplegia fruste, able to walk, spasmodicity dominating the paralysis	20	
- Radicular pain with irradiation (mild form)	2	
- Isolated fracture of the sternum with minor sequelae	3	
- Uni-costal fracture with minor sequelae	1	
- Multiple rib fractures with major sequelae	8	
- Residues of a traumatic stroke with radiological signs	5	
Abdomen		
- Ablation of the spleen, with haematological sequelae, without clinical manifestations	10	
- Nephrectomy	20	
- Abdominal scar from surgical intervention with 10cm eventration, not operable	15	

004. Seismic phenomena

Under the terms of this Special Condition, this contract covers damage caused to the insured goods as a result of the direct action of earth tremors, earthquakes, volcanic eruptions, tsunamis and underground fire as well as fire resulting from these phenomena.

Any occurrences happening within a period of 72 hours after the initial damage found to the insured objects will be considered as a single claim.

However, it is established that in each claim a 5% excess of the sum insured will always be deducted from the compensation payable by Zurich.

005. Strikes, riots and public unrest

Clause 1 Object of the insurance

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, this policy covers the damages (including those from fire or explosion) directly caused to the insured vessel:

By those people who take part in strikes, lock-outs, unrest at work, uprisings, riots and public disorder.

2. By any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect assets and people.

Clause 2 Exclusions

In addition to the exclusions set out in Clauses 5 and 43 of this Policy, losses or damages are not covered when they derive from:

a) Acts of war (whether declared or otherwise), civil war, invasion and hostilities with foreign countries;

b) Uprising, rebellion or military coup, revolution or the seizing of power;

c) Suspension of the ownership of insured assets on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of legal or usurped power, deriving from a constituted authority;

d) Theft, with or without break-in, directly or indirectly related with the risks covered by this clause.

Clause 3 Cancellation of guarantees

Zurich may cancel this cover further to the occurrence of any claim or, at any time giving prior notice of 8 working days, make an alteration to the respective premium.

If the Policyholder fails to provide consent in writing to the alteration to the premium, this cover will be deemed to be null and void, without the need for any further notification, once said timeframe has elapsed. Should this be the case, the Policyholder will be entitled to receive a refund of the premium calculated in proportion and relation to the period which has not yet elapsed.

Clause 4 Excess

However, it is stipulated that in each claim, the excess declared in the Specific Conditions must always be deducted from the compensation to be paid by Zurich.

006. Personal items

Clause 1 Object of the insurance

Under this Special Condition, this contract covers damage caused to personal effects not belonging to the pleasure craft, provided that they are listed and valued in the Specific Conditions, belong to the occupants of the pleasure craft and result from a claim guaranteed by the Coverage for Material Damage to the Vessel itself, Earthquakes and Strikes, Riots and Public Unrest, when contracted.

Clause 2 Exclusions

In addition to the exclusions provided for in Clauses 5 and 43 of this Policy, losses or damages arising directly or indirectly from the following are not guaranteed:

- a) Natural wear and tear, breakage, softening, twisting, inherent defects, spontaneous combustion, dirt or tears in the packaging, except those caused by tampering to steal the contents or by accident involving the means of transport, and animal bites;
- b) Intentional actions or omissions of the Policyholder/Insured;
- c) Abandonment, even if for a short period of time, or simple disappearance of the insured items while in the custody of the Policyholder/Insured, when this does not result from proven theft;
- d) Smuggling, confiscation, seizure or detention by the authorities;
- e) Explosion, release of heat and radiation from atom splitting or radioactivity, as well as from radiation caused by artificial particle acceleration.
- f) Caused to cash, cheques, credit cards and travel tickets;
- g) Caused to jewellery, watches, binoculars and weapons, photographic, video and video equipment and other electronic or computer equipment;
- h) Caused to works of art, collectors' items and display cabinets;
- i) Resulting from declared or undeclared war, popular uprisings, political disorders, acts of terrorism or sabotage, air piracy or the explosion of military devices.

Clause 3 Sum insured

The determination of the sum insured, i.e. the value of the assets that are the object of this Special Condition, is always the responsibility of the Policyholder and should correspond to the current price of the

same at the place and date of issue of the policy.

007. Assistance for pleasure craft

Clause 1 Preliminary provisions

It is expressly agreed that, under the terms, conditions and exclusions described below, the insured persons are guaranteed assistance upon confirmation of the risks provided for herein that occur during travel.

Clause 2 Definitions

1. Insured Person

- a) The Policyholder or the Insured,
- b) Crew and persons transported free of charge (up to 10) provided that they are on board or participate in its operations and are victims of an accident;
- c) Skiers (up to a maximum of 2) towed by the insured vessel and who are victims of an accident.

2. Accident

Any accidental, unforeseen, unintentional fact which may cause the operation of the guarantees.

3. Insured Vessel

Any vessel registered in Portugal or abroad, provided that they are owned or managed by a Portuguese entity.

Clause 3 Territorial scope

Assistance guarantees remain in force within the geographical limits set out in the Specific Conditions, which may be in any of the following Navigation Zones:

- a) **Navigation in Sheltered Waters** - navigation in areas of low maritime disturbance, in Portuguese and Spanish territorial waters, near the coast, within a radius of 3 miles from a harbour, natural or artificial lagoons, lakes and navigable rivers, whenever the classification of the vessel allows this.

b) Restricted Coastal Navigation - navigation up to 6 miles from the coast and 20 miles from a harbour, in Portuguese and Spanish territorial waters, whenever the classification of the vessel allows this;

c) Coastal Navigation - navigation up to 25 miles from the coast and 60 miles from a harbour, in Portuguese and Spanish territorial waters, whenever the classification of the vessel allows this;

d) Offshore navigation - navigation up to 200 miles from the coast, whenever the classification of the vessel allows this;

e) Oceanic Navigation - navigation without area limits, whenever the classification of the vessel allows this;

Clause 4 Validity

1. In order to benefit from the guarantees, insured persons must have their domicile in Portugal and the length of their stay abroad must not exceed 60 days per trip or journey.

2. Insured persons resident in foreign countries are only covered by the guarantees contained in Clause 5(1) and (6) and Clause 6(4).

Clause 5 Guarantee of assistance to persons

1. Medical and hospital expenses abroad

If, as a result of an accident or illness occurring abroad during the period of validity of the policy, the insured person requires medical, surgical, medication or hospital assistance, Zurich will pay, up to the limits set out in the Specific Conditions, or will reimburse on presentation of proof:

- Medical and surgical expenses and fees;
- Medication expenses prescribed by a doctor;
- Hospitalisation costs.

The payment of these expenses supplements the reimbursements that the Insured Person or their beneficiaries obtain from Social Security, any other social security institution or through insurance taken out beforehand, with the provisions of articles 433 and 434 of the Commercial Code applying in relation to the latter.

2. Medical transport or repatriation of the ill and injured

If the Insured Person suffers injuries or falls ill during the period of validity of the policy, Zurich will take care of:

a) the cost of transport by ambulance to the nearest hospital or clinic;

b) monitoring by its medical team, working in cooperation with the doctor treating the injured or ill Insured Person, in order to determine the appropriate measures for the best treatment and the most appropriate means for a possible transfer to another more suitable Hospital or to the person's place of residence;

c) the cost of transfer by the most appropriate means of transport. If this occurs in a Hospital away from home, Zurich will also take care of the appropriate transfer to the same.

3. Accompaniment during medical transport or repatriation

If the condition of the Insured Person being medically transported or repatriated so warrants, Zurich, on the advice of its Medical Department, will pay the travelling costs for another insured person who is there to accompany them.

4. Accompaniment of the hospitalised Insured Person

If an Insured Person is hospitalised and their condition does not recommend immediate repatriation or return home, Zurich will pay the accommodation costs for a family member or person of the Insured Person's choice, who is already in the location, to remain close to the patient, up to the limit defined in the Specific Conditions.

5. Return ticket and accommodation for a family member

If the Insured Person remains hospitalised for more than 5 working days and it is not possible to action the guarantee set out in the previous paragraph, Zurich will pay the costs to be incurred by a family member for a return journey by train in 1st class or by plane in tourist class, departing from Portugal, to stay with them, and will also cover subsistence expenses up to the limit set out in the Specific Conditions.

6. Hotel stay extension

If, after occurrence of illness or an accident, the Insured Person's condition does not justify hospitalisation or medical transport and if their return cannot be made on the initially scheduled date, Zurich takes care, where applicable, of the expenses actually incurred on hotel accommodation for the Insured Person and for one other person who stays to accompany them, up to the limit defined in the Specific Conditions.

When the Insured Person's condition so permits, Zurich takes care of their return and of any companion if they cannot return by the means initially foreseen.

7. Transport or repatriation of Insured Persons

If one or more insured persons have been transported or repatriated due to illness or accident, in accordance with the guarantee provided for in paragraph 2, and if, because of this, the others are unable to return by the means initially provided for, Zurich will cover the costs of transporting them to their usual residence.

If the Insured Persons are minors younger than 15 years of age and do not have a family member or persons of trust to accompany them on the journey, Zurich will cover the expenses for hiring a person to travel with them to their place of residence.

8. Transport or repatriation of the deceased and accompanying Insured Persons

Zurich will cover the costs for all formalities to be carried out in the place of death of the Insured Person, as well as those for the transport or repatriation of the body to the place of burial in Portugal.

If the other Insured Persons cannot return by the means initially expected, Zurich will pay the transport costs for their return to their residence in Portugal.

If the Insured Persons are minors younger than 15 years of age and do not have a family member or persons of trust to accompany them on the journey, Zurich covers the expenses for hiring a person to travel with them to their place of residence in Portugal.

If, for administrative reasons, temporary or final burial is necessary locally, Zurich will pay the costs for a family member, if none of them is present in the location, providing them with a return ticket by train in 1st class or by plane in tourist class to travel from their home to the place of burial, and also paying the accommodation costs, up to the limit defined in the Specific Conditions.

9. Early return

If, during the course of a trip, the Beneficiary's spouse, or person with whom they live on a permanent basis, ascendants or descendants to the 2nd degree, dies in Portugal and if they cannot return in good time by the means of transport initially envisaged, Zurich will pay the costs of a 1st class train ticket or a tourist class plane ticket to the place of burial in Portugal. This guarantee also applies in the event of unforeseeable accidents or illnesses, the seriousness of which, to be confirmed by the Zurich Medical Department, requires their urgent and compelling presence.

If, as a result of early arrival, the Insured Person must return to their point of departure in order to allow the return of the vessel or other persons by the means initially established, Zurich will provide them with the same means as those used.

10. Sending messages

Zurich undertakes to transmit the urgent messages it is required to by the Insured Person resulting from the occurrence of an event covered by the guarantees herein.

11. Costs of reporting to the authorities and/or transport in case of theft of the vessel and/or luggage

In the event of theft of the vessel, luggage and/or personal effects, Zurich will, if requested, assist the Insured Person in reporting this to the authorities.

If the vessel or the stolen belongings are recovered, Zurich will arrange their shipment to the place where the Insured Person is located or to their domicile.

12. Advance of funds abroad

If, due to illness, theft, repair of the vessel or legal requirements due to pollution or removal of debris abroad, the Insured needs cash, Zurich will provide the necessary funds up to the limit set out in the Specific Conditions.

These advance amounts will be reimbursed to Zurich within a maximum of 60 days.

Clause 6

Guarantee of assistance to the vessel and its occupants

1. Dispatch of replacement parts

Zurich will ensure that the parts necessary for the repair and safety of the occupants are sent to the port where the insured vessel is located, by the most appropriate means, provided that it is impossible to obtain them from the location of the occurrence.

Only the transport costs will be paid by Zurich. The Insured Person must reimburse Zurich for the parts themselves and for the respective customs duties.

2. Collection costs due to breakdown or accident

In the event of damage to or accident to the insured vessel which prevents it from continuing its journey under its own power and in good seaworthiness and safety, and which requires it to be stopped for local repair, Zurich will cover the costs of collecting the vessel up to the limit laid down in the Specific Conditions.

3. Sending skipper or crew

In the event of the death or incapacity due to accident or illness of the original skipper and/or 1 or more crew members essential for the safe navigation of the insured vessel, Zurich will cover the costs of sending another skipper and/or replacement crew to continue the trip or return the vessel.

Zurich will also cover the cost of sending a skipper/crew who is essential for returning the insured vessel, provided that the latter has been repaired locally from the damage or accident or has been recovered following theft and the skipper/indispensable crew have been transported or repatriated.

4. Hotel accommodation expenses while awaiting repair to the vessel

Zurich will cover the costs of the insured persons' hotel stay, as well as the safekeeping of luggage and movable equipment up to the limit set out in the Specific Conditions, due to an accident, breakdown or theft of the vessel which makes it uninhabitable.

5. Transport or repatriation of the occupants of the vessel which was accidentally damaged or stolen

When the vessel, as a result of breakdown or accident, requires repair for more than 2 days and the guarantee provided for in Clause 6(4) has not been used, or in the event of theft, Zurich will cover the costs of transporting the Insured Persons – occupants of the vessel – to their residence.

6. Baggage return

If Insured Persons are repatriated, Zurich will ensure the return of their luggage and/or personal effects up to a maximum total of 200kg provided that they are properly packed and transportable.

7. Sending of towing vehicle for transport or repatriation of the insured vessel

In the event of a breakdown or accident affecting the insured vessel and/or its towing cradle preventing it from travelling safely, Zurich will organise the intervention of a mechanical expert, paying the respective travel costs, and if the repair cannot be carried out locally, will guarantee the transport of the towing cradle and the insured vessel from the location of the stoppage to the workshop chosen by the Insured Person, up to the limit set out in the Specific Conditions.

In the event of an accident or damage to the towing vehicle or the towing cradle of the insured vessel requiring repair for more than 3 days and in the event of theft or incapacity due to accident, illness or death of the pilot of the towing vehicle, Zurich will guarantee that the insured vessel is towed from the place of stoppage to the place chosen by the Insured Person, up to the limit set out in the Specific Conditions. In this case, Zurich will guarantee the cost of collecting the vessel from the time the towage was requested until the time it was towed.

Clause 7

Guarantee of legal defence and claims

1. Legal defence and claims

1.1. Legal Defence of the Insured

Zurich undertakes to defend the Insured and/or skipper in their capacity as the owner and/or pilot of the insured vessel before any court if they are charged with involuntary manslaughter or involuntary bodily harm, wilful damage or breach of navigation rules.

1.2. Legal claims

Zurich also undertakes to claim financial compensation for damages resulting from an accident involving the insured vessel and to provide assistance to the person in the event of litigation with ship repairers, manufacturers and suppliers of equipment, oils and fuel.

1.3. No action

Zurich will not bring any legal action or appeal against any legal action:

- a)** When it is of the opinion that such action does not have sufficient prospects for success due to a lack of evidence;
- b)** When, based on information it receives, the third party considered responsible is insolvent;
- c)** When the value of the losses does not exceed the amount set in the Specific Conditions;
- d)** When it considers the proposal made by the third party to be fair and sufficient.

Clause 8

Advance guarantee for criminal bonds abroad

1. Zurich will provide the Insured and/or skipper in their capacity as the owner and/or pilot of the insured vessel, as an advance payment, with the following security bonds, up to the limits established in the Specific Conditions:

- a)** Guarantee of procedural costs;
- b)** Guarantee of provisional release or appearance at trial;

c) Guarantee for lifting the seizure of the vessel as a result of maritime, river or lake accident, or pollution.

2. These amounts advanced will be reimbursed to Zurich within a maximum of 2 months or as soon as they have been returned by the court, whichever occurs first.

Clause 9 Co-existence of contracts

1. The Policyholder is obliged to inform Zurich, failing which it will be liable for damages, about the existence of any other personal accident insurance pertaining to the Insured Person.

2. If, as at the date of the claim, there is more than one insurance contract, guaranteeing the Treatment and Repatriation Costs and the Funeral Expenses, this policy will only apply in the respective proportionality of the amounts insured.

Clause 10 General exclusions

This Special Condition does not cover services that are not requested of Zurich or are not carried out with its agreement, except in cases of demonstrated force majeure or material impossibility.

SPECIFIC CONDITIONS APPLICABLE TO SPECIAL CONDITION 007 (guarantees, capital and sublimits)

Guarantee of Assistance to Persons	Compensation limits
1. Medical and hospital expenses abroad (per person and per trip)	€5,000
2. Medical transport or repatriation of the ill and injured	€10,000
3. Accompaniment during medical transport or repatriation	€10,000
4. Accompaniment of the hospitalised insured person	
Per day	€37.50
Maximum per occurrence	€375
5. Return ticket and accommodation for a family member	
Per journey	€10,000
Per day	€37.50
Maximum per occurrence	€375
6. Hotel stay extension	
Stay per person and per day	€37.50
Maximum per occurrence	€375
Transport	€10,000
7. Transport or repatriation of insured persons	€10,000
8. Transport and repatriation of the deceased and accompanying insured persons	
Stay per person and per day	€37.50
Maximum per occurrence	€187.50
Transport	€10,000
9. Early return	€10,000
10. Sending messages	€10,000
11. Costs of reporting to the authorities and/or transport in case of theft of the vessel and/or luggage	€10,000
12. Advance of funds abroad	€1,500

Guarantee of Assistance to the Vessel and its Occupants	Compensation limits
1. Dispatch of replacement parts	€10,000
2. Collection costs due to breakdown or accident (2 days excess)	€150
3. Sending skipper or crew	€10,000
4. Hotel accommodation expenses while awaiting repair to the vessel (2 days excess)	
	Per person and per day 37.50
	Maximum per occurrence 375.00
5. Transport or repatriation of the occupants of the vessel which was accidentally damaged or stolen	€10,000
6. Baggage return	€10,000
7. Sending towing vehicle for the transport or repatriation of the insured vessel	
	Navigation in sheltered waters €500
	Restricted coastal navigation €500
	Coastal navigation €500
	Offshore navigation €1,000
	Ocean navigation €1,000

Guarantee of Legal Defence and Claims	Compensation limits
Legal defence and claims	
	1.1 Legal Defence of the Insured €10,000
	1.2 Legal claims
	1.3. c) Failure to act in the event of losses of less than €250
Advance Guarantee for Criminal Bonds Abroad	
	Procedural costs €750
	Provisional release €2,500
	Seizure of vessel €2,500
	Procedural costs €750

