

# Local Accommodation

## General Conditions

### Preliminary clause

1.

An insurance contract is entered into between Zurich Insurance plc - 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 purposes of claims, the assets insured, their location and the determination of the premium or the formula used for its calculation as well as the form of payment thereof.

3.

As regards the assets insured and the risk conditions, the contract requires the type of assets insured, their location, the year, the characteristics and the state of construction, the protections and/or safety measures and any external dangers.

4.

The Special Conditions provide the specific cover regimes foreseen in these General Conditions or the cover of other risks and/or guarantees besides those provided for in the former and they must be specifically identified in the Specific Conditions.

5.

This contract also includes, in addition to the Conditions envisaged in the above numbers that make up the policy, the specific and objective advertising messages that may contradict clauses of the policy unless said clauses are more favourable to the Policyholder, the Insured or the Beneficiary.

6.

The provisions of the preceding number shall 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:

1.

a) **Policy**, a set of conditions identified in the previous Clause and in which the insurance contract entered into is formalised

b) **Insurer**, Zurich, the entity legally authorised to operate insurance for Fire and Other Damages, 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 company that holds the interest insured

e) **Beneficiary**, the person or entity to whom the payment from Zurich reverts for the purposes of coverage provided in the contract

f) **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

g) **Mechanical action of lightning falling**, the atmospheric discharge occurring between the cloud 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 property

h) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation

i) **Falling of hail**, precipitation of transparent or translucent ice particles of spherical or irregular shape and with a very variable diameter

**j) Breaking open**, breaking, the breakage or destruction in whole or in part of any element or mechanism which serves to close or prevent entry into or outside the real estate insured or of any real estate intended for the storage of any objects

**k) Unlawful entry**, entering the real estate insured or into a closed place accessory thereunto via roofs, doors, windows, walls or any construction which serves to close or prevent entry or passage, and also via any underground opening not intended for entry

**l) Fake keys** are imitation, counterfeit or altered keys, as well as any genuine ones when, by chance or surreptitiously, they are not in the possession of the person who has the right to use them, lockpicks or any instruments that may serve to open locks or other security devices

**m) Sum insured for primary risk**, the guarantee of a certain sum insured, up to which the respective compensation is limited, with the proportional rule not being applicable

**n) Market value of the equipment**, the new replacement value of the equipment deducting the corresponding owing to its usage and condition

**o) Replacement value as new**, the purchase price of any new insured asset with identical characteristics, capacities and performance (any discounts or price reductions obtained by the Insured at the time of purchase will not be considered), plus the packaging, transport, installation and commissioning costs, as well as any taxes (in the case of VAT, only that part not deductible by the Insured may be considered). For goods which are no longer manufactured, the last known price list, adjusted according to the consumer price index (CPI), shall be taken as the "replacement value". If there is no price list, it will be the value determined by an expert, as being that necessary to produce a new good, with the same technical characteristics and performance as that which has been insured

**p) Resistant materials**, iron, steel, stone, reinforced concrete, masonry, ceramic tile, and other materials with resistance equivalent to fire, wind and the weight of snow and/or hail

**q) Non-resistant materials**, which do not fall under the definition of resistant materials, namely wood, plastic, polycarbonates, rubber, oil, vinyl or fabric

**r) Well-constructed building** means one whose structure, outer walls and roof are built from resistant materials, according to the regulations in force at the time of construction

**s) Loss**, the total or partial occurrence of the event triggering the activation of the risk coverage provided for in the contract

**t) Third party**, the person or entity that, as a result of a loss covered by this contract, suffers damage likely to be repaired or compensated pursuant to civil law and the terms of this policy;

**u) Deductible**, the amount of the settlement of the claim not payable by Zurich, pursuant to the insurance contract, and whose amount or form of calculation has been stipulated in the Specific Conditions

**v) Fraud**, set of unlawful acts or events, intentionally committed, in order to obtain for themselves or for others an illegitimate benefit

**x) Accidental breakage or fall**, a sudden, external and unpredictable event, not foreseen or included in one of the other nominated coverages of the policy, that causes damage to the insured property

**y) Improvements**, works carried out by the Insured to modify, improve and adapt the real estate occupied by him, which he does not own, and which consist of civil works to put into place the machinery, awnings and balconies, covered terraces, false ceilings and any other improvements and modifications made to adapt the properties, places and annexes to their activity, any works or expenses made to the property of another person to preserve it, improve it or simply to embellish it and which will thus be regarded as necessary, useful or a luxury

**z) Slip**, gravity displacement of a land mass along a sloping surface which may be circular or planar or a combination of both. The movement may be fast or slow depending on the geological nature of the terrain. The land mass may be rocky, earthy or a mixture of both

**aa) Landslide**, rapid movement of rock blocks or rock masses, sometimes of considerable size. The falls of blocks are caused by planar ruptures, in wedges or by tipping from cliffs, cliff slopes and rocky slopes

**ab) Sinking**, rapid gravitational collapse of a site essentially by vertical movement, due to the existence of underground cavities, exclusively of natural origin

**ac) Real estate**, for the purposes of this contract, real estate is taken to mean:

- The building or fraction of a building, formed on a horizontal property basis or otherwise, whose outer walls, separation between floors and roof are built from the materials declared in the Specific Conditions.

Except for the value of the land, all the constituent elements or those incorporated by the owner or the holder of the interest insured must be taken into account for the determination of the sum insured, as well as the proportional value of the common shares in insurance for fractions under a horizontal property regime.

The following elements are considered as integral elements of the Real Estate:

- Foundations, structures, walls, ceilings, roofs, doors, windows, shutters, roller shutters, lifts, service lifts and any other construction elements, including glass, marble or other natural or artificial stones and sanitaryware integrated into the dwelling or its annexes, such as a garage, parking space, attic, rear rooms and other similar fixed constructions

- Fixed installations of integrated services in the construction: water, gas, electricity, communications, TV and radio, air-conditioning, internal communication systems, alarms and similar protection systems, sound systems with built-in loudspeakers in the building structure, home automation systems, solar energy and sanitation
- Walls, paths, passages, courtyards, gates and other fixed elements of gardens
- Elements incorporated in a fixed form into the property such as: painting, wallpaper, floor, carpet, wardrobes and kitchen cabinets which are built-in or fixed on the walls
- Bathroom sanitaryware, irrespective of their manufacturing material
- The proportional part held by the Policyholder in the common parts of the property, in insurance for fractions under a horizontal property regime
- Any improvements made by their owner, of a permanent nature, described in the Specific Conditions
- Embedded electrical appliances, solely when pre-existing as at the date of acquisition of the property subject to insurance
- The structures where the machinery, awnings and balconies, covered terraces, false ceilings, wallpaper and wood adhered to floors, walls and ceilings are based, provided that they belong to the owner of the building
- Machines as long as they are inherent in the operation of the insured real estate

Unless otherwise agreed, parking spaces and recreational facilities are included, provided they are situated in the same building or premises and provided that at least 50% of them consist of "resistant materials", as defined in paragraph q) of this clause.

If the Policyholder and/or the Insured insures the building as the co-owner, the contract covers apply, in addition to the parts solely owned by them, in the proportion corresponding to them in the common parts, including radio and TV aerials, solar or photovoltaic panels, if there is insufficient insurance taken out jointly by the co-owners or in the absence of the latter.

**ad) Movable property or contents**, the property belonging to the Contents, which is defined below, provided that they are at the risk site mentioned in the Specific Conditions.

- The set of movable assets inserted and used at Accommodation Units including all the contents of the rooms, suites, offices, meeting rooms, congress rooms, reception, catering areas, bars, spas and other areas or objects that are part of the operation of the unit insured
- Equipment, machinery, motors, generators, lifts, exhaust pipes, tools, electrical wiring and air-conditioning, refrigeration and heating appliances and all equipment used to operate the Local Accommodation Unit insured
- Wall mirrors or mirrors integrated into the real estate
- Mobile electrical appliances and fixed or embedded appliances (including built-in appliances) when purchased after the date of purchase of the real estate subject to insurance
- Sound and/or image equipment
- Food products
- Non-fixed installations (electrical, phone, fire prevention and extinguishing and theft)
- Objects of decoration and adornment
- Indoor and outdoor advertising
- Work utensils and tools, provided they are used directly with the Local Accommodation activity
- At Local Accommodation establishments such as houses or apartments, in addition to the content mentioned in the previous points, the following property owned by the Insured still constitutes property forming part of the Content, provided they are at the risk site mentioned in the Specific Conditions:
  - Clothes and personal belongings
  - Household trousseau
  - Tools, equipment and DIY and gardening articles
  - Personal documents
  - Bicycles provided that they have been itemised and valued in the Specific Conditions of the policy
  - The "personal property of employees"

**ae) Valuables:** objects made of gold, silver, jewels, precious stones, pictures, antiques, works of art, ivory objects, coin collections, medals, stamps, clocks (except for smartwatches), collection pens and leather items.

Valuables are only covered if they are declared in the specific conditions and, irrespective of their value and quantities, all valuables must be itemised and valued individually.

**af) Local Accommodation Establishment:** houses, apartments and lodging establishments which, having usage authorisation, provide local accommodation services under the legal regime governing the operation of local accommodation establishments, for remuneration, but which do not meet the requirements for tourist undertakings under the terms of the law. For the purposes of this contract, it is assumed that:

- (i) Local accommodation establishments must comply with the minimum health and safety requirements defined by law.
- (ii) Local accommodation establishments that meet the legal requirements must be registered with the municipal council of the respective area.
- (iii) Only local accommodation establishments registered with the local councils in their area may be marketed for tourism purposes by their owners or by travel and tourism agencies, having to identify themselves as local accommodation, and under no circumstances may they use the classification tourism or tourist or any classification system.

**ag) Local Accommodation Establishment (Full time):** when, within the scope of the operation of Local Accommodation Establishments, the real estate or fraction of real estate is operated exclusively and solely for those purposes, under the terms provided by law.

**ah) Local Accommodation Establishment (Part time):** when, within the scope of the operation of Local Accommodation Establishments, the real estate or fraction of real estate is operated on an exclusive basis for said purposes, under the terms provided by law and they may also have residential occupancy.

**ai) Local accommodation establishment for Lodging:** when, within the scope of the operation of the Local Accommodation Establishments, the real estate consists of accommodation units designated as rooms.

## Clause 2 Contract Purpose and Covers

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

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

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

**b) Movable property - contents**

**c) Non-contractual civil liability**

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

## Chapter II Territorial Scope and Duration, Risks Covered and Definition of Covers

### Clause 3 Territorial scope and duration

This contract takes effect in relation to claims occurring in Portugal at the risk sites identified in the Specific Conditions and during the term of the policy, unless the scope of a specific coverage has a different meaning.

**Clause 4**  
**Risks Covered and Definition of Covers**

**1.**

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

1. Fire, lightning and explosion
2. Smoke
3. Heat damage
4. Storms
5. Flooding
6. Water damage
7. Subsidence
8. Investigation of failure or breakdown
9. Aesthetic damage
10. Damage to Plumbing and Underground Cables
11. Spillage from Hydraulic Fire Protection Systems
12. Spillage from heating and air-conditioning systems
13. Electrical Risks - Sum insured for primary risk
14. Deterioration of Refrigerated Products
15. Theft or robbery
16. Theft-related damage to buildings
17. Demolition and removal of debris
18. Removal of mud
19. Aircraft collision
20. Accidental falling of trees
21. Collision of land vehicles and animals
22. Collision by solid objects
23. Breakage of glass, mirrors, signs, illuminated signs and sanitaryware
24. Damage to Works of Art, Decorative Items and Ornamental Plants
25. Breakage or falling of aerials
26. Breakage or falling of solar and/or photovoltaic panels
27. Reconstruction of Walls, Gates and Fences
28. Restoration of gardens
29. Civil liability of the insured and household
30. Civil liability of owner of real estate
31. Damage to landlord's property
32. Damage to employees' property
33. Damage to Third-party property
34. Acts of authorities, public and emergency services
35. Temporary loss of use of rented or occupied premises
36. Temporary move
37. Document-related expenses
38. Replacement of documents
39. Architects, Experts and Technicians' Fees
40. Inclusion of new property or improvements to existing ones
41. Strikes, riots and public unrest
42. Acts of vandalism, malicious acts or sabotage
43. Theft or robbery of valuables from safes in rooms
44. Breakdown of home automation systems
45. Security Service
46. Assistance to the establishment

**2.**

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

## 2.1 Fire, Lightning and Explosion

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

- a) Fire, even if there has been negligence on the part of the Insured or of person for whom he is responsible;
- b) In addition to the coverage provided for in the previous paragraph, damage caused to the insured property as a result of the means employed to combat the fire, as well as damage caused by heat, smoke, steam or explosion as a result of the fire, shall also be covered, as well as any removals or destruction carried out by order of the competent authority or practiced for the purposes of salvage, if it is due to the fire or any of the events previously foreseen;
- c) Unless otherwise agreed, damages caused by mechanical action of lightning strikes, explosion or other similar accidents, even if not accompanied by fire, are included.

## **2.1.1 Fire, Lightning and Explosion - Exclusions**

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

- Fire and/or explosion arising, directly or indirectly, from seismic phenomena, earth tremors, earthquakes, volcanic eruptions, tsunamis, underground fire.
- Strikes, riots and public unrest, acts of terrorism, vandalism, malicious acts or sabotage; direct effects of electric current in appliances, electrical installations and their accessories, including overvoltage and overcurrent, including those produced by atmospheric electricity, such as that resulting from lightning and short-circuits, even in the event of a fire; loss, theft or robbery of the insured property, when committed during or following any accident covered.

## **2.1.2 Fire, Lightning and Explosion - Deductibles**

No deductible shall apply to this coverage.

## **2.2 Smoke**

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

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

### **2.2.1 Smoke - Exclusions**

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

- a) As a result of the continuous action of smoke, which is taken to mean the habitual, permanent and habitual emission of fumes coming from the respective emitters and which therefore does not occur as a consequence of any accident or sudden event, namely damages related to smoking, the normal and continued use of fireplaces, stoves and heaters
- b) For smoke produced and emitted from places or installations that are not insured by this policy
- c) Caused by the poor condition or poor upkeep of equipment
- d) Caused to the insured installation itself.

### **2.2.2 Smoke - Deductibles**

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

## **2.3 Heat Damage**

Covering, up to the limit set in the Specific Conditions, compensation for damages caused to the insured property by the sudden, unforeseen action of heat, namely heat from fireplaces, stoves and heaters, on nearby objects.

### **2.3.1 Heat Damage - Exclusions**

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

- a) Caused by the poor condition or poor upkeep of the equipment
- c) Caused to the insured installation itself.

### **2.3.2 Heat Damage - Deductibles**

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

## 2.4 Storms

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

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

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

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

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

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

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

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

### 2.4.1 Storms - Exclusions

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

- a) By the action of the sea and other natural or artificial surfaces of water, of whatever nature, even if these events are caused by a storm;
- b) In buildings or constructions made of non-resistant materials and in any objects that are inside them, and also, when the buildings are in a state of recognised degradation at the time of the occurrence
- c) in buildings whose structure is not designed to withstand the normal effects of snowfall
- d) In goods and/or other movable assets in the open air
- e) Infiltration through walls, ceilings, doors, windows, skylights, terraces or awnings, as well as dripping, dampness, condensation and/or oxidation, except when directly resulting from the risks provided in paragraph a) of the covers of this coverage
- f) By water, snow, hail, sand or dust, which penetrates through doors, windows or other openings of the building left open or whose insulation and/or closing mechanism is defective
- g) By temperature variations, even if they are due to snowfall or hail
- h) On solar and photovoltaic panels and their structures and hawsers unless "Solar Panels" or "Photovoltaic Panels" coverage has been contracted

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

### 2.4.2 Storms - Deductibles

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

## 2.5 Flooding

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

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

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

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

## **2.5.1 Flooding - Exclusions**

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

- a) Rising tides and storm tides, as well as the continued action of the sea or other maritime surfaces, whether natural or man-made
- b) In buildings or constructions made of non-resistant materials and in any objects that are inside them, and also, when the buildings are in a state of recognised degradation at the time of the occurrence
- c) Infiltration through walls, ceilings, doors, windows, skylights, terraces or awnings, as well as dripping, dampness, condensation and/or oxidation, except when directly resulting from the risks provided in paragraph a) of the covers of this coverage
- d) In goods and/or other movable property existing in the open air.

## **2.5.2 Flooding - Deductibles**

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

## **2.6 Water Damage**

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

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

## **2.6.1 Water Damage - Exclusions**

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

- a) Resulting from taps left open, unless there has been a lack of water supply, in which case the Insured must prove this by way of a document issued by the water supplier
- b) Resulting from the entrance of rainwater through roofs, doors, windows, skylights, terraces and awnings, and also the reflux of water from pipes or sewers not belonging to the property
- c) Resulting from Infiltrations through walls and/or ceilings, dampness and/or condensation, except in the case of damages resulting from the coverage considered in this Clause
- d) Resulting from water flowing from pipes or connections, as a result of defective assembly or construction
- e) Resulting from clogging due to negligence and/or a lack of maintenance
- f) Which are not sudden and unforeseeable, in particular the damage caused by the gradual deterioration of the insured property due to the prolonged and continuous action of the water, whatever its origin
- g) Resulting from rising groundwater lines

## **2.6.2 Water Damage - Deductibles**

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

## **2.7 Subsidence**

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

## **2.7.1 Subsidence - Exclusions**

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

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

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

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

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

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

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

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

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

## 2.7.2 Subsidence - Deductibles

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

## 2.8 Investigation of failure or breakdown

Covering, up to the limit established in the Specific Conditions, the expenses incurred by the Insured in the investigation of breakdowns, and the respective repair and replacement of the conduits, pipes and apparatus or utensils connected to the internal water distribution network, which have given rise to damage within this coverage, even if there are no indemnifiable damages under the Water Damage coverage.

### 2.8.1 Investigation of failure or breakdown - Exclusions

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

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

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

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

### 2.8.2 Investigation of failure or breakdown - Deductibles

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

## 2.9 Aesthetic Damage

**1.**

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

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

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

**2.**

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

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

## **2.9.1 Aesthetic Damage - Exclusions**

In addition to the general exclusions provided for in clause 6 of Chapter III, this coverage also excludes the replacement of any parts corresponding to collections or set of objects that are missing to complete the unit, namely volumes of a literary or musical work, tableware or crockery, elements of a series of paintings or artistic figures.

## **2.9.2 Aesthetic Damage - Deductibles**

This coverage is not subject to any deductibles.

## **2.10 Damage to Plumbing and Underground Cables**

Covering, up to the limit set in the Specific Conditions, any material damages caused to underground water pipes, sewers, gas, phone and electric cables, to the branch lines that stretch from the respective general public supply network to the entrance of the building insured, as a direct consequence of any claim covered by this policy, in accordance with its coverage.

In the event of an accident, compensation shall be limited to payment of the costs related with the repair or replacement of the property.

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

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

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

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

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

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

## **2.11 Spillage from Hydraulic Fire Protection Systems**

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

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

### **2.11.1 Spillage from Hydraulic Fire Protection Systems - Exclusions**

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

- a) Underground pipelines or which are situated outside the insured sites or tanks where water is contained
- b) Spillage arising from manufacturing defects in fire-fighting equipment
- c) Poor condition or upkeep of fire-fighting equipment

### **2.11.2 Spillage from Hydraulic Fire Protection Systems - Exclusions - Deductibles**

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

## **2.12 Spillage from heating and air-conditioning systems**

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

## **2.12.1 Spillage from heating and air-conditioning systems - Exclusions**

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

- a) Caused by spillage arising from defects in the manufacture of the equipment provided that this is covered, or owing to the fact that taps, valves or other safety devices have been left open or not properly closed;
- b) Caused by the poor condition or poor upkeep of the equipment;
- c) Caused to the insured installation itself.

## **2.12.2 Spillage from heating and air-conditioning systems - Deductibles**

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

## **2.13 Electrical Risks - Sum insured for primary risk**

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

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

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

- a) Caused to fuses, heating resistors, bulbs of any nature, cathode-ray tubes of electronic components, if not caused by fire or by the explosion of a neighbouring object;
- b) Owing to wear and tear from usage or any deficiency in mechanical operation, as well as due to faults or defects existing at the electrical installation or in the equipment insured;
- c) Damages for which the manufacturers, suppliers, sellers or firms responsible for any repair of the insured property are contractually or legally liable;
- d) Caused to panels and transformers of more than 500 KW and to engines with more than 10 H.P.;
- e) Caused to equipment whose existence is not proven through the proof of the existence thereof;
- f) In solar and photovoltaic panels;
- g) Damages due to intentional overloads, tests or experiments that involve abnormal electric current conditions;
- h) Damage resulting from the use of insured computer equipment after it has suffered damages which could be compensated under this coverage, without its definitive repair having been carried out and covering its normal functioning;
- i) In external memories or external drives and the information contained therein, as well as the recovery of lost or damaged documents and computer files;
- j) Consequential, caused directly or indirectly, by a public grid power failure or interruption;
- h) As a result of any internal malfunction of the appliances and equipment.

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

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

## **2.14 Deterioration of Refrigerated Products**

1.

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

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

- b) Accidental loss of coolant;**
  - c) Disruption of electrical energy to the apparatus which contains the property owing to an accident covered by the policy.**
- 1.1** For the purposes of this coverage, a breakdown is taken to mean that defined in numbers 1 and 2 of the Special Condition "007 Machine Breakdown", as well as with those exclusions set out in number 6 of said Special Condition.
- 1.2** This coverage takes effect even when the Special Condition "007 Machine Breakdown" has not been contracted.

#### **2.14.1 Deterioration of Refrigerated Products - Exclusions**

- 1.**  
In addition to the general exclusions provided for in clause 6 of Chapter III, any loss or damage shall be excluded from this coverage which is:
- a) Owing to the deterioration of goods stored within refrigerating appliances during the "grace period" as a result of fluctuations in the recommended refrigeration temperature, unless said deterioration has been caused:**
    - . By contamination owing to a spillage of the coolant;
    - . By the erroneous freezing of goods;
    - . On fresh goods that have not yet reached the required refrigeration temperature.
  - b) In stored goods due to natural weight loss, defect or specific fault, natural decomposition or putrefaction and the elapsing of the expiry date;**
  - c) Inappropriate storage, damage to packaging material and damage due to insufficient air circulation or to temperature fluctuation;**
  - d) That derives from any provisional repair to the machines or units of the refrigeration and/or freezing plant, carried out without the prior agreement of Zurich.**
  - e) To goods stored at refrigeration and/or freezing facilities of the "controlled atmosphere" type;**
  - f) Due to a refrigerator handling error;**
  - g) Due to insufficient refrigerator efficiency;**
  - h) Owing to a construction or installation error of the refrigerator;**
  - i) Due to a power cut caused by a fact imputable to the Insured;**
  - j) For any cause other than those covered by the coverage;**
  - k) Caused to appliances owing to the deterioration of food.**

- 2.**  
The Grace Period means the period of twenty-four (24) hours, which begins immediately after the interruption of the refrigeration and/or freezing process.

- 3.**  
Subject to liability for any damages and losses, the Insured undertakes to:
- a) Keep the refrigeration and/or freezing plant in good working order and take those reasonable precautions recommended by the manufacturer or Zurich in order to prevent loss and damage;**
  - b) Comply with and enforce the technical regulations, legal regulations, specifications and recommendations of the manufacturers or sellers regarding the use of the refrigeration and/or freezing plant.**

#### **2.14.2 Deterioration of Refrigerated Products - Deductibles**

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

### **2.15 Theft or Robbery**

- 1.**  
Covering, up to the limit set in the Specific Conditions, damages caused to the insured property resulting from the disappearance, destruction or deterioration of the objects identified in the Specific Conditions, due to a robbery or theft (attempted, failed or successful) committed inside the premises described and in one of the following circumstances:
- a) Carried out by way of a break-in, unlawful entry or false keys;**

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

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

**2.**

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

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

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

## **2.15.1 Content Theft or robbery - Exclusions**

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

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

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

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

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

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

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

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

**h) The objects in tents or caravans;**

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

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

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

## **2.15.2 Content Theft or robbery - Deductibles**

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

## **2.16 Theft-related damage to buildings**

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

## **2.16.1 Theft-related damage to buildings - Exclusions**

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

- a) The disappearance without trace or physical evidence of components of the property;
- b) Theft or robbery of which the Policyholder, the Insured or the people cohabiting with the Insured or those forming part of the household, as well as the following relatives, irrespective of cohabitation, are the perpetrators or accomplices: spouse or person living in de facto union with the Insured, descendants, ascendants and siblings, adopted and similar, directly and up to the second degree of collateral kinship, adopted, under the guardianship or tutorship thereof;
- c) Theft or robbery of which they are the perpetrators or accomplices employed by the Policyholder or the Insured, as well as any people entrusted with the keys of the building or fraction, including any clients or tenants of the Insured;
- e) The theft, robbery and/or misplacement of the insured property when committed during or following any other claim covered by the policy, as well as any thefts (looting) directly or indirectly related with the coverage of Acts of Terrorism and Acts of Vandalism;

## 2.16.2 Theft-related damage to buildings - Deductibles

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

## 2.17 Demolition and Removal of Debris

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

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

### 2.17.1 Demolition and Removal of Debris - Exclusions

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

- a) Any expenses related with the decontamination or depolluting operations of the place where the incident occurred, as well as the insured property itself or any debris resulting from the occurrence;
- b) Unless otherwise agreed in the Specific Conditions, the costs of demolishing any part of the insured building or fraction thereof that is not damaged, even if said demolition results from a legal or regulatory obligation, are specifically excluded from this coverage.

## 2.17.2 Demolition and Removal of Debris - Deductibles

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

## 2.18 Removal of mud

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

### 2.18.1 Removal of mud – Exclusions

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

### 2.19.2 Removal of mud – Deductibles

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

## 2.19 Aircraft collision

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

- a) Impact or fall of all or part of air navigation equipment and spacecraft or any objects falling from them or housed there;
- b) Vibration or shock resulting from the breaking of the sound barrier by air navigation devices.

### 2.19.1 Aircraft Collision - Exclusions

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

### 2.19.1 Aircraft Collision - Deductibles

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

## 2.20 Accidental falling of trees

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

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

### 2.20.1 Accidental Falling of Trees - Exclusions

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

- a) In vehicles parked in open-air parks;
- b) Owing to trees whose state of aging or degradation would have allowed the prior anticipation of their fall;
- c) Owing to falling trunks or other branches, whose state of aging or fragility require regular maintenance both by the Insured and by other entities. When trees are owned by third parties, it is incumbent upon the Insured to undertake any action within its reach in order to avoid any damage to the assets insured;
- d) Owing to any type of branches, leaves or substances produced by them, namely resins or other viscous products;
- e) Owing to felling, thinning or pruning operations;
- f) Based on the civil liability of the Insured for the falling of trees owned by the latter.

### 2.20.2 Accidental Falling of Trees - Deductibles

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

## 2.21 Collision of land vehicles and animals

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

### 2.21.1 Collision of land vehicles and animals - Exclusions

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

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

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

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

## 2.22 Collision by solid objects

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

### 2.22.1 Collision by solid objects - Exclusions

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

- a) caused to the awnings, enclosures or other property situated on the exterior of the risk site insured
- b) Caused by the fall of hail or other climatic phenomena;
- c) Covered by the coverages 2.20 Accidental Falling of Trees and 2.21 Collision of land vehicles and animals.

### 2.22.2 Collision by solid objects - Deductibles

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

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

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

- a) Fixed mirrors and glazing, including mounting costs, on windows, doors, flags, skylights, greenhouses, winter gardens and awnings. Fixed glass means transparent or mirrored glass sheets made of glass, silica, acrylic or some other material, with a thickness of 4 (four) mm or more, forming part of the real estate unit of the insured risk site;
- b) Signs and illuminated adverts that are part of the insured site;
- c) Sanitaryware which is part of the insured site, irrespective of its manufacturing material.

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

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

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

- a) Glass or mirrors of artistic value, decorated or with inscriptions, stained glass and glass or mirrors which are suspended or in lamps;
- b) Glass or mirrors integrated into any engravings or paintings;
- c) Glass sheets, marble stones or similar, applied to furniture;
- d) Bulbs;
- e) Glass installed in cars and other vehicles;
- f) Glass installed in buildings under construction or remodelling;
- g) Supports, window/door frames or frames of the property which is the object of this cover.

2.

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

- a) Which derives from assembly, dismantling and changing operations.
- b) Owing to a defect in the manufacture, installation or placement or any other work carried out on them;
- c) Any breakage caused by the operation of machinery and/or equipment which is located at the risk site designated in the Specific Conditions, provided that said situation is expected to occur;
- d) Resulting from scratches, simple aesthetic defects or their own faults;
- e) Caused, directly or indirectly, by a heat source;
- f) Not placed on suitable supports.

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

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

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

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

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

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

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

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

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

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

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

- a) It occurred during the assembly, disassembly, repair or maintenance of said aerials;
- b) It occurred during the construction, repair, cleaning or remodelling of the real estate where the insured establishment is located.

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

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

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

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

Damage incurred by the premises themselves shall also be covered.

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

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

- a) It occurred during the assembly, disassembly, repair or maintenance of said property;
- b) It occurred during the construction, repair, cleaning or remodelling of the real estate where the insured establishment is located;
- c) Damage to the pipes or pipes of the installation due to wear and tear from usage or any malfunction.

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

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

## **2.27 Reconstruction of Walls, Gates and Fences**

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

- a) Any fences and walls surrounding the insured real estate and/or the site on which it is located, as well as the respective gates;
- b) Property separation and/or demarcation walls and their respective gates, which do not form an integral part of the insured building;
- c) Lamps, masts and other similar fixtures.

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

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

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

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

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

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

- b) Damages due to lack of maintenance or upkeep, as well as those due to normal deterioration or wear and tear from continued use;**
- c) Damage caused by or to the insured assets which are based on foundations which contravene the technical standards or good engineering rules for their implementation, depending on the characteristics of the land and the type of construction or assets involved;**
- f) Theft and robbery;**
- g) Damage to the soil, grass, trees and any other plants.**

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

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

## **2.28 Restoration of Gardens**

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

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

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

### **2.28.1 Restoration of gardens - Exclusions**

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

- a) The bursting and/or malfunctioning of the irrigation system, its accessories and control elements;**
- b) The lack of maintenance or upkeep, as well as those resulting from normal deterioration or wear and tear from continued use;**
- c) The restoration, planting or regeneration of perishable plants for reasons other than a covered accident;**
- d) Demolition and Removal of Debris as well as any other type of earthworks.**

## **2.28.2 Restoration of gardens - Deductibles**

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

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

**1.**

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

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

- a) Spouse or similar person;**
- b) Ascendants, descendants and siblings;**
- c) Adopted and direct relations, those and up to the second degree of collateral kinship;**
- d) Under guardianship and tutorship;**
- e) Employees when in domestic service;**

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

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

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

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

**a) Professional liability.**

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

**b) Criminal, administrative or disciplinary liability;**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**t) Caused by practising the following sports:**

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

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

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

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

## **2.30 Civil liability of the Owner of real estate**

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

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

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

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

- a) Any losses or damages caused by installations which are precarious, or which do not comply with the legal or regulatory requirements of assembly, installation and safety;
- b) Any losses or damages caused when the insured building, or the building where the insured fraction is inserted, is, at the time immediately prior to the accident, collapsing, displaced from its foundations, damaged or defective, in such a way that its stability and overall safety is affected;
- c) Any losses or damages due to the lack of maintenance or upkeep of the water and sewage networks of the insured building or the building where the insured fraction is inserted, and there are clear, unmistakable signs of deterioration or damage, evidenced by oxidation, infiltrations or stains;
- d) Any losses or damages resulting from non-compliance with legal or regulatory provisions related with the upkeep of buildings and/or their installations;
- e) Any losses or damages caused by lifts and service lifts due to overloading, as well as when there is no contract established with an entity specialised in its inspection, maintenance and technical assistance or the inspection, maintenance or assistance has not been fulfilled;
- f) Any losses or damages suffered by the Insured as well as the spouses (or legally equivalent person), ascendants and descendants or people that they cohabit with or who live at their expense, or people who have social or working relations with the Insured or for whom the latter is civilly liable;
- g) Any losses or damages caused to real estate or movable property, rented, leased or held in any way by the Insured;
- h) Any losses or damages caused to objects or animals of third parties entrusted to the Insured for any reason, as well as the theft, robbery or disappearance of any property;
- i) Any losses or damages caused by activities and/or property that must be subject to Compulsory Civil Liability Insurance regardless of whether or not they were hired;
- j) Any losses or damages caused by any land, air or water vehicles, with or without a motor;
- k) Compensation due under the legislation on Occupational Accidents and occupational diseases, as well as all risks for which, according to the law, insurance is compulsory;
- l) Any losses or damages arising from employer's civil liability;
- m) Damages caused by sudden, accidental or gradual pollution, as well as caused to the environment, namely those caused directly or indirectly by pollution or contamination of the soil, water or atmosphere, including damage to fauna, flora, soil, water in accordance with DL 147/2008 of 29 July, as well as all those due to the action of fumes, vapours, vibrations, noises, odours, temperatures, dampness, electric current or harmful substances;
- n) The contractual responsibilities of the Insured, insofar as they exceed their noncontractual liability, claims for damages from third parties based on indemnities established in the contracts that the Insured enters into with third parties, as well as any pure financial damage;
- o) Any losses or damages resulting from maintenance work, modification or repair of the insured property;
- p) Criminal, administrative or disciplinary liability;

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

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

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

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

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

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

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

## 2.31 Damage to landlord's property

**1.**

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

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

**2.**

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

**3.**

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

## 2.31.1 Damage to landlord's property - Exclusions

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

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

## 2.31.2 Damage to landlord's property - Deductibles

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

## 2.32 Damage to employees' property

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

## 2.32.1 Damage to employees' property - Exclusions

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

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

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

## 2.32.2 Damage to employees' property - Deductibles

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

## 2.33 Damage to Third-party property

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

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

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

- a) To vehicles, trailers and vessels, as well as their extras, components and accessories;
- b) To any objects made of gold, silver, jewels, precious stones, watches, collection pens, leather items, tablets, mobile phones and money.

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

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

## 2.34 Acts of authorities, public and emergency services

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

- a) Means used to combat fire, as well as damage from heat, smoke, steam or explosion as a result of fire;
- b) Removals or destruction carried out during a fire by order of the competent authority, public or emergency services, for rescue operations;
- c) Removals, destruction or forced entry, carried out by the competent authority, public or emergency services, during rescue operations or medical assistance.

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

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

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

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

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

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

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

1.
  - a) The expenses that the Insured has to bear on his stay and of those that cohabit with him, on a shared economy basis;
  - b) Expenses and other costs that the Insured must defray rehousing any clients who, owing to the accident, are deprived of the use of the insured site and who are living there at the time of the accident.
2. Indemnity will be paid against documentary evidence of the expenses incurred, after deducting any charges to which the Insured would be subject if the accident had not occurred and which, in the meantime, he has ceased to bear;
3. The amount of the indemnity, excluding the transport of insured objects, shall be limited to that share of the maximum sum insured corresponding to the number of days of actual loss of use of the risk site;
4. Any insured property that has been transferred to another risk site under this coverage is still covered under the same conditions as this agreement, without prejudice to the rectification of the rate to that corresponding to the new risk site.

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

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

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

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

## 2.36 Temporary Move

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

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

### 2.36.1 Temporary Move - Exclusions

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

- a) Tents and caravans, as well as the damages caused to the property in them;
- b) Motor vehicles, trailers and vessels;
- c) Goods transferred to a non-permanent residence or second home of the Insured, taken to mean a town, country or beach house that constitutes a second home for the Insured.

### 2.36.2 Temporary Move – Deductibles

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

## 2.37 Document-related expenses

Covering, up to the limit of the amount set in the Specific Conditions, the reimbursement of the expenses incurred by the Insured as a direct consequence of any claim covered by the coverages actually contracted, in order to obtain the documents, information or any other evidence requested by Zurich.

### 2.37.1 Document-related expenses - Exclusions

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

### 2.37.2 Document-related expenses - Deductibles

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

## 2.38 Replacement of documents

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

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

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

### 2.38.1 Replacement of documents - Exclusions

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

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

### 2.38.2 Replacement of documents - Deductibles

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

## 2.39 Architects, Experts and Technicians' Fees

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

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

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

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

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

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

## 2.40 Inclusion of New Property or Improvements to Existing ones

1.

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

2.

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

3.

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

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

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

## 2.41 Strikes, riots and public unrest

1.

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

- a) People involved in strikes, lock-outs, work disturbances, unrest, riots and public order alterations;
- b) Any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect property and people.

2.

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

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

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

- a) Suspension of possession on a permanent or temporary basis of the insured property resulting from confiscation, requisition or custody due to any imposition of the legal or usurped authority;
- b) Theft, with or without break-in, directly or indirectly related with the events covered by this coverage;
- c) The total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages;
- d) To existing outdoor objects and/or in public spaces, courtyards, stairs, access corridors, terraces or unlocked annexes.

## **2.41.2 Strikes, Riots and Public Unrest - Deductibles**

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

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

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

- a) Acts of vandalism or malicious acts;
- b) Acts of sabotage which is taken to mean an act of destruction, or which makes impossible the normal operation - or deviates from its normal purposes - on a permanent or temporary basis, totally or partially, any means or routes of communication, public service facilities or intended to supply and satisfy the vital needs of the population, with the intention of destroying, altering or subverting the constitutionally established democratic state, committed by any individual or group of individuals;
- c) Acts practised by any legally formed authority, on the occasion of the occurrences mentioned in a) to safeguard or protect property and people.

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

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

- a) Theft or robbery, with or without break-in, directly or indirectly related with the risks covered by this coverage;
- b) Damage caused to existing outdoor objects and/or in public spaces, courtyards, stairs, access corridors, terraces or unlocked annexes.
- c) The total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages, without prejudice to the application of the provisions of Special Condition 009 "Operating losses" if contracted.
- d) Damage to solar and photovoltaic panels, their structures and hawsers
- e) Damage arising from graffiti - painted or engraved inscriptions or drawings - on the insured property;
- f) Acts of terrorism, characterised as such under prevailing Portuguese criminal law;
- g) Any losses or damages that are the consequence of organised demonstrations called specifically to express a protest against any people or institutions, as well as against the current social and political order.

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

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

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

**1.**

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

**2.**

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

- a) Immediately submit a complaint to the competent authorities, providing Zurich with documentary evidence, and take all steps within its reach geared towards finding the stolen objects and the perpetrators
- b) Notify Zurich, within 24 hours, in the event of the recovery of all or part of stolen property, whenever this occurs.

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

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

- b) Any objects made of gold, silver, jewels, precious stones, watches, collection pens, leather items, tablets or mobile phones;
- b) Checks, credit certificates, stamps, policies or any other monetary documents.
- c) Misplacement, theft or robbery of the insured property, when practiced during or after any covered claim.

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

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

## 2.44 Breakdown of home automation systems

1.

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

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

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

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

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

## 2.45 Security Service

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

### 2.45.1 Security Service - Exclusions

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

### 2.45.2 Security Service - Deductibles

No deductible applies to this coverage.

## 2.46 Assistance to the Establishment

### Definitions

#### Assistance Beneficiaries

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

#### Local Accommodation Establishment

As defined in paragraph ag) of clause 1

#### Assistance Service

Service performed by Zurich Insurance plc - Sucursal em Portugal, the covers provided under this Special Condition, whether they are of a pecuniary nature or the rendering of services

#### Assistance Covers

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

1.

### Assistance to the Establishment

1.1

#### Sending of professionals

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

- Carpet-fitter
- Plumbers
- Carpenters
- Electricians
- Electronic technicians
- Plasterers
- Gardeners
- Masons

- Painters
- Locksmiths
- TV & Video Technicians
- Glaziers

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

## **1.2**

### **Transmission of urgent messages**

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

## **2.**

### **Assistance to Establishment Clients**

#### **2.1.**

##### **Health Care**

###### **2.1.1**

###### **Permanent medical care**

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

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

###### **2.1.2**

###### **Transportation by ambulance**

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

- the cost of transport by ambulance to the nearest hospital or clinic;
- monitoring through its medical team, in contact with the wounded or sick Beneficiary's attending physician, to determine appropriate measures for the best treatment to be followed.

###### **2.1.3**

###### **Urgent nursing care**

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

###### **2.1.4**

###### **Provision of the drugs prescribed**

Zurich will bear the cost of the medicines needed to respond immediately to medical care.

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

###### **2.1.5**

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

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

## **3.**

### **Legal Advice**

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

## **017.1 Assistance to the Establishment - Exclusions**

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

## **017.1 Assistance to the Establishment - Deductibles**

**No deductible applies to this coverage.**

## **Clause 5 Additional Risk Coverage**

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

### **001 Seismic Phenomena**

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

**Chapter III  
Exclusions**

**Clause 6  
General Exclusions**

**1.**

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

- a) War, whether declared or not, invasion, acts by foreign enemy, hostility or war operations, civil war, insurrection, rebellion or revolution;**
- b) Military uprising or act by legitimate or usurped military authority;**
- c) Confiscation, requisition, destruction or damage to the insured property, by order of the Government, *de jure* or *de facto*, or of any instituted authority, unless practiced for the purposes of salvage, if it is due to any risk covered by the present contract;**
- d) Explosion, release of heat and irradiation from atom splitting or radioactivity, as well as from radiation caused by artificial particle acceleration;**
- e) Intentional acts or omissions of the Policyholder, the Insured or the people for whom they are civilly liable.**
- f) Constructions not wholly enclosed or covered;**
- g) Buildings which are in a state of repair which is contrary to technical standards or regulations on the maintenance of buildings or which are under construction, reducing their resistance and safety conditions;**
- h) Constructions that are in a state of degradation at the time of the occurrence;**
- i) Content at the constructions referred to in paragraphs f), g) and h);**
- j) Pollution, contamination or corrosion of any kind;**
- k) Any criminal, administrative or disciplinary liability;**
- l) Constructive pathologies and/or lack of maintenance of the insured property;**
- m) Securities (pledge, lottery or other of a similar nature), coupons, bills of exchange, promissory notes, manuscripts and deeds.**
- n) Owing to the total or partial interruption of work or the cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages, without prejudice to the application of the provisions of Special Condition 009 "Operating Losses" if contracted.**

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

**2.**

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

**3.**

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

- 001 Seismic Phenomena**
- 002 Acts of Terrorism**
- 003 Solar Panels**
- 004 Photovoltaic Panels**
- 005 Electronic Equipment**
- 006 Machine Breakdown**

**007 Replacement Value**  
**008 Outdoor Property**  
**009 Operating Losses**  
**010 Loss of rent**  
**011 Operational Civil Liability**  
**012 Fairs and congresses**

**Chapter IV**  
**Declaration of initial and supervening risk**

**Clause**  
**Duty of initial statement of risk**

7

- 1.**  
The Policyholder or Insured is obliged, before signing the contract, to precisely state all the circumstances they are aware of and should reasonably consider to be significant for the assessment of the risk by Zurich.
- 2.**  
The provisions of the above paragraph also apply to circumstances whose mention has not been requested in any questionnaire which may have been sent by Zurich for this purpose.
- 3.**  
When Zurich has accepted the contract, it may not claim any of the following, unless there was an intentional act by the Policyholder or Insured to gain an advantage:
  - a)** Any omission of an answer to a question in the questionnaire;
  - b)** Any imprecise answer to a question posed in too general terms;
  - c)** Any evident inconsistency or contradiction in the answers to the questionnaire;
  - d)** Any fact that its representative, at the time the contract was signed, knew to be inaccurate or, if it has been omitted, was aware of;
  - e)** Any circumstances known by Zurich, particularly when they are public and generally known.

**4.**  
Before signing the contract, Zurich must inform the Policyholder or Insured of the duty referred to in paragraph 1, as well as the system which applies to any breach thereof, otherwise it may be deemed civilly liable under general terms.

**Clause**  
**Intentional non-compliance with the duty of initial statement of risk**

8

- 1.**  
In the event of intentional non-compliance with the duty referred to in no.1 of the previous clause, the contract may be terminated, with Zurich sending the Policyholder a letter to this effect.
- 2.**  
If there has been no claim, the declaration referred to in the paragraph above must be sent within three months of learning of said non-compliance.
- 3.**  
Zurich is not obliged to cover any claim which occurs before it has learned of the intentional non-compliance referred to in no. 1 or during the course of the timeframe foreseen in the previous paragraph, complying with the general nullity regime.
- 4.**  
Zurich is entitled to any premium owed by the end of the timeframe referred to in no. 2, unless there has been wilful intent or gross negligence by Zurich or its representative.
- 5.**  
In the event of intent by the Policyholder or the insured to gain an advantage, the premium is payable until the end of the contract.

**Clause**  
**Negligent non-compliance with the duty of initial statement of risk**

9

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

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

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

2.  
The contract ceases to take effect 30 days after the declaration of termination has been sent or 20 days after receipt by the Policyholder of the proposed alteration, should the latter fail to answer or reject it.

3.  
In the case referred to in the previous number, the premium is returned "pro-rata temporis" in line with the coverage.

4.  
If, prior to termination or alteration of the contract, a claim occurred in which the occurrence or consequences thereof have been influenced by a fact with regard to which there have been negligent inaccuracies or omissions:

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

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

#### Clause 10 Increased risk

1.  
The policyholder or insured has a duty, during contract performance, within 14 days of learning thereof, to inform Zurich about any circumstances that exacerbate the risk, provided that the latter, if they were known by Zurich at the time the contract was signed, could have influenced the decision to contract or the conditions of the contract.

2.  
Zurich may, within 30 days of learning of the increased risk:

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

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

3.  
Contract termination by Zurich shall take effect 15 business days after the notification date and said notification may be made by any means which generates a written record.

#### Clause 11 Claim and Increased risk

1.  
If, prior to the termination or alteration of the contract under the terms foreseen in the previous clause above, a claim takes place whose occurrence has been influenced by the increased risk, Zurich:

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

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

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

2.  
In the situation foreseen in paragraphs a) and b) of the previous number, with the increased risk deriving from an event involving the Policyholder or the Insured, Zurich is not required to pay if it demonstrates that under no circumstances does it sign contracts which cover risks endowed with the characteristics deriving from said increased risk.

#### Chapter V Payment and Alteration of Premiums

#### Clause 12 Maturity of premiums

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

**2.**

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

**3.**

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

**Clause 13  
Coverage**

Risk cover depends on the prior payment of the premium.

**Clause 14  
Notification of payment of premiums**

**1.**

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

**2.**

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

**3.**

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

**Clause  
Failure to pay premiums**

**15**

**1.**

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

**2.**

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

**3.**

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

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

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

**4.**

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

**Clause 16  
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 VI  
Start of Effects, Duration and Vicissitudes of the Contract**

**Clause 17  
Start of coverage and effects**

**1.**

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

**2.**

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

**Clause 18  
Duration**

**1.**

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

**2.**

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

**3.**

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

**Clause 19  
Contract termination**

**1.**

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

**2.**

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

**3.**

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

**4.**

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

**5.**

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

**6.**

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

**Clause 20  
Transfer of ownership of the insured property or of the insurance interest**

**1.**

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

**2.**

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

**3.**

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

**Chapter VII  
Main Provision by Zurich and Automatic Update of Sum Insured**

**Clause 21  
Sum insured**

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

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

**a. Determination of the sum insured for real estate**

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

Sole Paragraph: Except for the value of the land, all constituent elements or elements incorporated by the owner or holder of the insured interest, shall be taken into account for the determination of the sum insured referred to in the preceding paragraph.

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

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

**c) Determination of sum insured for goods**

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

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

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

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

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

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

**Clause 22  
Insufficient or excess sum insured**

**1.**

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

**2.**

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

**3.**

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

**4.**

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

**Clause 23  
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 shall inform Zurich of this circumstance as soon as it learns thereof, as well as when the accident is notified.

**2.**

The fraudulent omission of the information referred to in the preceding number exempts Zurich from the respective payment.

**3.**

The claim recorded under the contracts referred to in paragraph 1 shall be indemnified by any of the Insurers, at the choice of the Insured, within the limits of their obligation.

## **Chapter VIII** **Obligations and Rights of the Parties**

### **Clause 24** **Obligations of the Policyholder and Insured**

**1.**

**In the event of a claim covered by this contract, the Policyholder or the Insured undertake:**

- a) To notify Zurich thereof in writing as soon as possible, never more than 10 calendar days after the day of the occurrence or the day on which it becomes aware of it, explaining its circumstances, possible causes and consequences;**
- b) To take steps to prevent or limit the consequences of the claim, which shall include, as far as is reasonable, whether non-removal or alteration - or non-consent to the removal or modification - of any traces of the claim, without the prior agreement of Zurich, or the custody and upkeep of the salvage;**
- c) To provide Zurich with any relevant information that the latter requests about the claim and its consequences.**
- d) Not to prejudice Zurich's right of subrogation in the rights of the Insured vis-à-vis the third party liable for the accident, as a result of the coverage of the claim by the former;**
- e) To comply with any safety requirements that are imposed by law, legal regulations or Clauses of this contract;**

**2.**

The Policyholder and the Insured also undertake:

- a) Not to voluntarily exacerbate the consequences of the accident or intentionally impede the salvaging of the insured property;**
- b) Not to steal, misappropriate, conceal or dispose of the salvage;**
- c) Not to prevent, make difficult or fail to cooperate with Zurich as regards the determination of the cause of the accident or the storage, improvement or sale of salvage;**
- d) Not to exaggerate, in bad faith, the damage amount or falsely indicate things as having been affected by the accident;**
- e) Not to use fraud, simulation, falsehood or any other intentional means, as well as fake documents, to justify the claim.**
- f) To notify Zurich of any summonses or judicial notifications received, as well as any other proceedings against it, as a consequence of the accident.**
- g) To take all steps within its reach to identify any people responsible for the occurrence in question and to transmit the result obtained to Zurich;**
- h) To provide Zurich with the requested evidence, as well as any reports or other documents that it has or will obtain;**
- i) Not to pay any compensation claimed out of court or advance money on account, on behalf or under the responsibility of Zurich, without its specific authorisation;**
- j) Not to give rise, even if owing to omission or negligence, to any judgment favourable to a third party or, if it fails to notify Zurich forthwith, to any legal proceedings instituted against it on account of a claim under the policy.**
- k) To notify Zurich as soon as possible in the event of recovery of all or part of stolen or stolen goods, wherever it occurs;**
- l) Should there be theft or robbery, and should the Insured wish to use those rights that the insurance contract bestows upon him, he must lodge a complaint as soon as possible to the competent authorities, providing Zurich with documentary evidence thereof and making every endeavour within his power conducive to the discovery of the objects stolen and the perpetrators of the crime;**

**3.**

Failure to comply with the provisions of paragraphs a) to c) of paragraph 1 determines, except as provided in the following number:

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

**4.**

**In the event of non-compliance with the provisions of paragraphs a) and c) of the previous number, the penalty provided for in the preceding paragraph shall not apply when Zurich is aware of the accident by some other means during the 10 calendar days which have elapsed provided for therein, or the party obliged to provide notification proves that it could not reasonably have provided the notification due at a time earlier than that at which it was given.**

**5.**

Failure to comply with the provisions of the other paragraphs of no.1 and no.2 determines the liability for damages of the defaulter.

### **Clause 25**

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

**1.**

Zurich shall pay the policyholder or the insured any expenses defrayed on complying with the duty stated in paragraph b), no.1 of the Clause above, provided that they are reasonable and proportionate, even if the means used prove ineffective.

**2.**

The expenses stated in the paragraph above 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 in compliance with the specific determinations of Zurich or its separate cover derives from the contract.

**4.**

In the case of insurance for an amount less than the interest insured at the time of the claim, the payment to be made by Zurich pursuant to no.1 shall be reduced in proportion to the interest covered and the interests at risk, unless the expenses payable derive from compliance with specific determinations of Zurich or its autonomous coverage results from the contract.

### **Clause 26**

#### **Inspection of the risk site**

**1.**

Zurich may, giving prior notice of at least 8 working days, inspect the insured property by way of an authorised representative and verify whether the contractual conditions have been met, and the Policyholder or the Insured shall be required to provide the information requested.

**2.**

The unjustified refusal by the Policyholder or the Insured to allow the use of the aforementioned option shall entitle Zurich to terminate the contract with just cause, under the terms of these General Conditions.

### **Clause 27**

#### **Obligations of Zurich**

**1.**

The inquiries and expert reports necessary for the recognition of the claim and the assessment of the damage shall be promptly and diligently carried out by Zurich, failing which it shall be liable for damages.

**2.**

Zurich shall pay compensation or authorise the repair or reconstruction as soon as the investigations and expert reports necessary for the recognition of the claim and for the determination of the amount of the damage have been completed, without prejudice to any payments on account, provided that it has recognised that they must take place.

**3.**

**Once 30 days, have elapsed since the conclusions set out in the preceding number, without any compensation having been paid or the repair or reconstruction having being authorised, for an unjustified reason or which is attributable to Zurich, interest shall be payable at the statutory rate in force on, respectively, the amount thereof or the market price of the repair or reconstruction.**

**4.**

Zurich guarantees that, in the event of a claim covered by the policy, which partially affects property that can be commercialised by the Insured, which can be recovered and traded with a defect (salvaged), it shall not sell it without the specific authorisation of the Insured to avoid any loss of market or brand image.

For the purposes of this cover, the Insured always has the option to keep the salvage for the highest value proposal obtained by Zurich, deducting its value from the final compensation.

### **Chapter IX**

#### **Processing of Compensation or Repair or Reconstruction**

### **Clause 28**

#### **Determination of compensation or repair or reconstruction value**

**1.**

In the event of a claim, the assessment of the insured property, as well as the damages, is carried out between the Insured and Zurich, even if the contract has effects in favour of third parties, observing exclusively for this purpose the criteria set out in Clause 21 for the determination of the sum insured.

**2.**

Unless otherwise agreed, Zurich shall not provide compensation for any increase there may be in the cost of repairing or rebuilding any real estate insured as a result of changes in alignment or modifications to its construction characteristics.

**3.**

In the event of a loss concerning collections, the compensation resulting from the loss or damage suffered by an object that is part of any literary work or collection, shall be calculated based on the value of said individual object considered, excluding any depreciation that its absence or deterioration represents for the literary work or collection.

**4.**

If, at the date of the claim, there is an insufficient or excess sum insured, the provisions of Clause 22 shall apply.

**5.**

The funds insured under the sum insured for primary risk regime, or with equity (sub-limits), are not subject to the provisions of Clause 22.

**Clause 29**  
**Form of payment of compensation**

**1.**

Zurich shall pay compensation in cash whenever the substitution, replacement, repair or reconstruction of the property insured, destroyed or damaged is not possible, does not fully repair the damage, or is excessively costly to the debtor.

**2.**

Where no compensation is awarded in cash, the Insured shall, failing which it shall be liable for any loss and damage, provide Zurich, or whosoever the latter designates, with reasonable assistance, with a view to the prompt recovery of the situation prior to the accident.

**Clause 30**  
**Payment of compensation to creditors**

**1.**

Where compensation is paid to pledgees, mortgage or other creditors in respect of which the insurance has been taken out, Zurich may require them, if it so wishes - even if the contract has been carried out by them and to their own benefit - to make the payment on terms that validly allow the cancellation or exoneration of the debt as regards that part relating to the compensation amount.

**2.**

The right referred to in the preceding number does not constitute an obligation for Zurich nor does it imply any liability for it.

**Clause 31**  
**Automatic reduction of sum insured**

Unless agreed otherwise, after the occurrence of a claim, the sum insured will be automatically reduced by the amount corresponding to the compensation amount awarded, without reimbursement of the premium.

**Chapter X**  
**Miscellaneous Provisions**

**Clause 32**  
**Intervention of insurance broker**

**1.**

No insurance broker shall be presumed to have authorisation to, on behalf of Zurich, sign or terminate insurance contracts, to take on or alter any obligations deriving therefrom or to validate additional declarations, except for the provisions of the following paragraphs.

**2.**

The insurance broker upon whom Zurich has bestowed the necessary powers 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 to this end, 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 of the Policyholder, in good faith, in the legitimacy of the broker, provided that Zurich has also contributed to justifying the trust of the Policyholder.

**Clause 33**  
**Communications and notifications between the parties**

**1.**

**Any communications and notifications of the Policyholder or Insured foreseen in this policy are deemed valid and effective if they are carried out for Zurich Insurance plc, Sucursal em Portugal.**

**2.**

**Any communications or notifications made under the terms of the preceding number to the address of Zurich's representative not established in Portugal for claims covered by this policy shall also be valid and effective.**

**3.**

**The communications foreseen in the present 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 foreseen in the present 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 34**  
**Insurance of property under usufruct**

**1.**

Unless otherwise stipulated in the policy, the insurance of property assigned to usufruct is deemed to have been taken out to the common benefit of the owner and the usufructuary, even if it is only contracted by one of them.

**2.**

In the event of a claim, compensation shall be paid in return for a receipt signed by them jointly.

**Clause 35**  
**Coincurrence scheme**

If the contract is established under a co-insurance scheme, it is subject to the provisions set forth in the Uniform Co-insurance Clause.

**Clause 36**  
**Effectiveness in relation to third parties**

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

**Clause 37**  
**Right of recourse**

**1.**

Once the compensation has been paid in respect of the civil liability risk, Zurich has the right of recourse, in respect of the amount spent, against the Policyholder or the Insured who has intentionally caused the damage or has otherwise intentionally harmed Zurich after the accident.

**2.**

Without prejudice to the provisions of special legislation, where there has been no wilful intent by the Policyholder or the Insured, the right of recourse obligation only exists to the extent that the claim has been caused or exacerbated by the fact that it has been invoked to exercise the right of recourse.

**Clause 38**  
**Subrogation**

**1.**

Zurich, once the compensation has been paid, shall be subrogated, to the extent of the amount paid, in the rights of the Insured against the third party liable for the accident.

**2.**

The Policyholder or the Insured shall be 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 number.

**3.**

Partial subrogation shall not prejudice the right of the Insured in respect of the portion of the risk covered when it is concurrent with that of Zurich against the third party liable.

**4.**

The provisions of no.1 shall not apply:

**a)** Against the Insured if the latter is responsible for the third party liable, according to the law;

**b)** Against the spouse, person who lives in a de facto relationship, ascendants and descendants of the Insured who live with him on a shared economy basis, unless the liability of these third parties is intentional or is covered by an insurance contract.

**Clause 39**  
**Applicable law**

**1.**

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

**Clause 40**  
**How to file complaints and arbitration**

**1.**

Complaints may be submitted under the present contract to the services of Zurich Insurance plc - Sucursal em Portugal or to its head offices in Ireland (Dublin) identified in the contract as well as to ASF- Autoridade de Supervisão de Seguros e Fundos de Pensões ([www.asf.com.pt](http://www.asf.com.pt)).

**2.**

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

**3.**

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

**4.**

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

**Clause 41**  
**Omissions**

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

**Clause 42**  
**Venue**

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

**Clause 43**  
**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 agreement if it believes the Policyholder and/or Insured are regarded as a sanctioned person, or if the purpose proves impossible to pursue under the laws and regulations governing economic and trade sanctions in force under Portuguese law.

# Local Accommodation

## Special Conditions

### 001 Seismic Phenomena

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

### 001 Seismic Phenomena

Under the terms of this Special Condition and up to the limit set in the Specific Conditions, this contract covers damage caused to the insured property as a result of the direct action of earth tremors, earthquakes, volcanic eruptions, tsunamis and underground fire as well as fire resulting from said 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 accident.

#### 001.1. Seismic Phenomena - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the present coverage also excludes:

- a) Damages already existing at the date of the claim;
- b) Constructions of recognised fragility (such as wood or plastic sheets), as well as those in which so-called resistant building materials do not predominate by at least 50% as well as any objects located in the interior of the aforementioned constructions;
- c) Any buildings which are wholly or partially unoccupied and for demolition;
- d) Losses or damages to the insured property if, at the time of the event, the real estate was already damaged, defective, collapsed or displaced from its foundations, in such a way as to affect its overall stability and security;
- e) Losses or damages for which a third party, as the supplier, assembler, builder or designer, is contractually liable.

#### 002.2. Seismic Phenomena - Deductibles

However, it is established that in each claim there will always be a 5% deduction from the compensation payable by Zurich applicable to the sum insured.

### 002 Acts of Terrorism

1.

Under the terms of this Special Condition and up to the limit set in the Specific Conditions, damages to the insured property are covered which occur as a result of:

- a) Acts of terrorism, in other words, any crimes, acts, facts or omissions regarded as such under the terms of the criminal legislation in force;
- b) Acts practised by any legally formed authority, on the occasion of the occurrences mentioned in a) to safeguard or protect property and people.

2.

In the event of doubt, it is the responsibility of the Insured, whenever Zurich so requests, to prove that no part of the losses or damages found was due to other reasons unrelated with this insured risk.

## 002.1. Acts of Terrorism - Exclusions

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

- a) Nuclear energy risks, as well as any damages, losses, costs or expenses of any nature that directly or indirectly have been caused or originated by a nuclear reaction, radiation or contamination, whether they are the result or the consequence, or are related therewith, regardless of whether there is any other cause contributing concurrently or otherwise to the existence of said damages, losses, costs or expenses;
- b) Research and development of biological or chemical weapons, as well as any crimes involving the use of said weapons and any form of contamination produced by them;
- c) Suspension of the ownership of the property insured on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of the legal or usurped power;
- d) Theft, with or without break-in, directly or indirectly related with the risks covered by this Special Condition;
- e) The total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages;

## 002.2. Acts of Terrorism - Deductibles

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

## 003 Solar Panels

1.

Under the terms of this Special Condition and up to the limit set in the Specific Conditions, the damage suffered by the Solar Panels installed at the insured real estate, or alternatively, installed on land adjacent to it, provided that the land is owned by the Policyholder/Insured or, if third parties, there is specific authorisation to this end as a result of the risks specifically mentioned in the following paragraphs:

- a) Fire, lightning and explosion;
- b) Storms
- c) Subsidence;
- d) Acts of vandalism, malicious acts or sabotage;
- e) Strikes, Riots and Public Unrest;
- f) Theft or Robbery (attempted, failed or successful)
- g) Electrical Risks

## 003.1. Solar Panels - Exclusions

In addition to the general exclusions provided for in clause 6 of Chapter III, the specific exclusions of the "Fire, lightning and explosion", "Storms", "Subsidence", "Acts of vandalism, malicious acts or sabotage", " Strikes, riots and public unrest", Theft or Robbery, "and" Electrical Risks" coverages apply to this coverage.

## 003.2. Solar Panels - Deductibles

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

## 004 Photovoltaic Panels

1.

Under the terms of this Special Condition and up to the limit set in the Specific Conditions, the damage suffered by the Solar Panels installed at the insured real estate, or alternatively, installed on land adjacent to it, provided that the land is owned by the Policyholder/Insured or, if third parties, there is specific authorisation to this end as a result of the risks specifically mentioned in the following paragraphs:

- a) Fire, lightning and explosion;
- b) Storms
- c) Subsidence;

- d) Acts of vandalism, malicious acts or sabotage**
- e) Strikes, Riots and Public Unrest;**
- f) Theft or Robbery (attempted, failed or successful)**
- g) Electrical Risks**

#### **004.1. Photovoltaic Panels - Exclusions**

In addition to the general exclusions provided for in clause 6 of Chapter III, the specific exclusions of the "Fire, lightning and explosion", "Storms", "Subsidence", "Acts of vandalism, malicious acts or sabotage", " Strikes, riots and public unrest", Theft or Robbery, "and" Electrical Risks" coverages apply to this coverage.

#### **004.2. Photovoltaic Panels - Deductibles**

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

### **005 Electronic Equipment**

**1.**

Under the terms of this Special Condition and up to the limit set forth in the Specific Conditions, any material damages suffered by the insured property are covered as a consequence of any accidental, sudden and unforeseen cause, except for those specifically excluded.

**2.**

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

**a) Special Condition 001 - Seismic phenomena;**

**b) Special Condition 002 - Acts of terrorism;**

**3.**

#### **Obligations of the Insured**

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

**a) Keep the insured property in good working order;**

**b) Not to use the insured property beyond their normal capacities;**

**c) Comply with and enforce the technical rules, legal regulations, specifications or recommendations of the manufacturers or assemblers;**

**d) Keep a maintenance contract in force with the manufacturer or supplier of the insured property, unless specifically agreed otherwise  
and set out in the Specific Conditions;**

**e) In the event of an accident, interrupt the operation of any damaged property until it has been completely repaired.**

**4.**

#### **Insurance Value**

**4.1**

It is hereby established that the insurance value for the property which is the object of this Special Condition shall correspond to its replacement value, in other words, to the acquisition cost, as at the date of the claim, of new property endowed with the same characteristics, functions and performance as the insured property, including any possible packaging, freight, assembly costs, customs' duties, taxes and fees.

**4.2**

Whenever there is any change, even if partial, in the value of the insured property, during the term of this Special Condition, the Insured shall immediately request from Zurich the relevant change to the insured amounts, which shall not come into force until Zurich specifically agrees therewith.

**4.3**

If, on the occasion of any claim, the insurance value is found to be lower than that required under 2.1, the compensation payable shall be reduced in proportion to the difference between the insurance amount and that required by number 2.1.

**5.**

#### **Determination of Losses**

## **5.1**

Any compensation for losses or damages covered by this Special Condition is determined on the following bases:

- a)** In the event of any damage which can be repaired, at the cost of the repairs required to restore the damaged property to the condition it was in immediately prior to the occurrence of the claim, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, deducting the amount of the stipulated deductibles and the value of the salvage;
- b)** In the event of total damage, and when the age of the equipment does not exceed 3 (three) years, at the replacement value as new of the damaged property, immediately before the occurrence of the claim, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, deducting the value of the stipulated deductibles and the salvage value
- c)** In the event of total damage, and when the age of the equipment does not exceed 3 (three) years, at the replacement value of the damaged property, immediately before the occurrence of the claim, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, deducting the depreciation inherent in its age, use and condition and also the value of the stipulated deductibles and the salvage value.

## **5.2**

Under no circumstances shall the compensation exceed the amount of the damages which have occurred.

## **3.3**

When the cost of the repair is equal to or greater than the value of the insured property immediately prior to the occurrence of the claim, settlement shall be made in accordance with the criterion established in paragraph b) of number 3.1.

## **5.4**

The cost of any interim repairs will only be borne by Zurich if said repairs are part of the final repairs and do not increase the total final cost of said repair.

## **5.5**

The cost of any changes, additions or improvements to the damaged property is not liable to compensation under this Special Condition.

## **5.6**

Any additional expenses defrayed on overtime, night work, urgent or express freight (except for air freight), may only receive compensation under the present contract by means of a specific, prior stipulation and up to the limit set in the Specific Conditions.

## **005.1. Electronic Equipment - Exclusions**

### **1.**

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

- a)** to parts or fittings which must be regularly replaced, such as bulbs, valves, tubes, bands, fuses, seals, straps, wires, chains, tyres, replaceable tools, sprockets, glass, porcelain or ceramic objects or any means of operations such as lubricants, fuels and chemical agents;
- b)** Whose legal or contractual liability is attributed to the manufacturer, supplier, assembler or party responsible for maintaining the insured property;
- c)** Due to any faults, failings or defects existing as at the date on which this contract is signed which are known to the Insured or his agents;
- d)** Directly or indirectly caused by abnormal conditions, experiments, intentional overloads, malfunction, voltage drop or interruption in public power, gas or water network;
- e)** Owing to the maintenance or return to service of the insured property after detecting any irregularity in its operation, without its regular operation having been restored by means of an overhaul or permanent repair;
- f)** Owing to the use of parts or accessories not approved and/or recommended by the manufacturer;
- g)** Resulting from the failure of electrical components or modules;
- h)** Which derive from continuous operation, namely wear and tear, breakage, corrosion, oxidation, cavitation, incrustation, normal erosion or due to atmospheric conditions.

### **2.**

**The following shall also be excluded:**

- a)** Any aesthetic defects, in particular, scratches on painted, polished, varnished or enamelled surfaces;
- b)** Any expenses incurred with a view to eliminating operating failures, unless said failures have been caused by losses or damages occurring to the property insured and liable to compensation under this Special Condition;

c) Any expenses incurred by the Insured as a result of an accident owing to masonry work, earthworks, flooring, drilling and civil engineering works;

d) Any expenses defrayed on the maintenance of the insured property. This exclusion also applies to replaceable parts during the course of said maintenance operations.

#### Sole Paragraph

Zurich shall be liable for the losses or damages mentioned in numbers 1. a and 2. a) when the parts specified therein have been affected exclusively by fire, lightning, explosion or implosion, as well as damage resulting from extinction, demolition, evacuation or disappearance as long as they are a consequence of said risks and also owing to damages resulting from the action of water, humidity and flooding, provided they are liable to compensation under this policy.

As regards number 1 d), Zurich shall be liable when the damages are caused by an external occurrence of any kind (electrical, mechanical, human) or by an external overload (short circuit), overcurrent, overvoltage with overheating effects and flaming or flameless combustion.

## 005.2. Electronic Equipment - Deductibles

However, it is stipulated that in each claim, the deductible declared in the Specific conditions must always be deducted from the compensation incumbent upon Zurich.

## 006 Machine Breakdown

### 1. Risks Covered

Under the terms of this Special Condition and up to the limit set in the Specific Conditions, any sudden and unforeseen losses or damages resulting from internal malfunction and which prevent the insured machines or installations from working normally, requiring repair or replacement, and which occur when they are working, at rest, to be disassembled, transferred or reassembled for the purposes of cleaning, inspection, repair or installation at another position as a consequence of:

- a) Defects in design, materials, manufacture or assembly which cannot be detected by external examination and which are unknown as at the date on which this insurance contract is signed;
- b) Manoeuvring errors, lack of expertise, negligence and incompetence;
- c) Fall, impact, collision or similar occurrences, obstruction or entry of foreign bodies;
- d) Direct effects of electric current, namely overvoltage and overcurrent, including those produced by atmospheric electricity, short circuits, arcs or other similar phenomena, even if any of these causes a fire, but in this case only damage to the machine that gave rise to the accident shall be covered;
- e) Vibrations, misalignments or detachments of parts, abnormal loads, molecular fatigue, centrifugal force, excessive speed, defective lubrication, seizing, hydraulic shock, overheating, failure or defect in the protective, measuring or regulating instruments;
- f) Breaking or bursting of boilers and similar devices, turbines, compressors, explosion-engine cylinders, hydraulic cylinders, flywheels and other centrifugal force components, transformers, switches or switching mechanisms immersed in oil;
- g) Any other accidental, sudden and unforeseen causes, except for those specifically excluded.

**Sole Paragraph:** The covers are only applicable once the equipment has been properly installed at the risk site designated in the Specific Conditions, and after having carried out the respective tests and smooth operating tests.

### 2. Obligations of the Insured

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

- a) Keep the insured machines and installations, as well as the safety instruments, in permanent good working order and upkeep;
- b) Not to use the insured machinery or installations beyond their normal capacity;
- c) Comply with and enforce the technical rules, legal regulations, specifications or recommendations of the manufacturers or assemblers;
- d) In the event of an accident, interrupt the operation of any damaged property until it has been completely repaired.

### 3. Insurance Value

**3.1.** The insurance value for the property which is the object of this Special Condition shall correspond to its replacement value as new, in other words, to the acquisition cost, as at the date of the claim, of new property endowed with the same characteristics, functions and performance as the insured property, including any possible packaging, freight, assembly costs, customs' duties, taxes and fees.

**3.2.** Whenever there is any change, even if partial, in the value of the insured property, during the term of this Special Condition, the Insured shall immediately request from Zurich the relevant change to the insured amounts which, in the meantime, shall not come into force until Zurich specifically agrees therewith.

**3.3.** If, on the occasion of any claim, the insurance value is found to be lower than that required under 3.1, the compensation payable shall be reduced in proportion to the difference between the insurance amount and that required by said numbers.

#### **4. Determination of Losses**

**4.1.** Any compensation for losses or damages covered by this Special Condition is determined on the following bases:

**a)** In the event of any damage which can be repaired, at the cost of the repairs required to restore the damaged property to the condition it was in immediately prior to the occurrence of the claim, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, deducting the amount of the stipulated deductibles and the value of the salvage;

**b)** In the event of total damage, and when the age of the equipment does not exceed 3 (three) years, at the replacement value as new of the damaged property, immediately before the occurrence of the claim, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, deducting the value of the stipulated deductibles and the salvage value

**c)** In the event of total damage, and when the age of the equipment does not exceed 3 (three) years, at the replacement value of the damaged property, immediately before the occurrence of the claim, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, deducting the depreciation inherent in its age, use and condition and also the value of the stipulated deductibles and the salvage value.

**4.2.** Under no circumstances shall the compensation exceed the amount of the damages which have occurred.

**4.3.** When the cost of the repair is equal to or greater than the value of the damaged property immediately prior to the occurrence of the claim, settlement shall be made in accordance with the criterion established in number 4.1, paragraphs a), b) or c).

**4.4.** The cost of any interim repairs will only be borne by Zurich if said repairs are part of the final repairs and do not increase the total final cost of said repair.

**4.5.** The cost of any changes, additions or improvements to the damaged property is not liable to compensation under this Special Condition.

**4.6.** Any additional expenses defrayed on overtime, night work, urgent or express freight (except for air freight), may only receive compensation under the present contract by means of a specific, prior stipulation and up to the limit set in the Specific Conditions.

#### **006.1. Machine Breakdown - Exclusions**

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

- a)** To radiogenic elements or tubes, valves or diodes, amplifiers and high voltage switches, and any bulbs or light sources in general;
- b)** To replaceable tools, parts and fittings for a particular type of work, and also any models, dies, moulds and conveyor belts, cables, transmission belts and the like;
- c)** To any products and fluids inherent in the operation of the insured property;
- d)** To any parts which, because of their use or nature, suffer a high rate of wear or depreciation, namely surfaces for grinding or fracturing materials, screens, sieves, filters, flexible tubes, joints, ropes, mats, transmission belts, conveyors or elevators, cables other than electric conductors, brushes, batteries, tyres and refractory materials;
- e)** To any catalysts and products which are inherent in the work, including fuels, chemicals, filtering substances, cleaning products and lubricants, raw materials, finished or semi-finished products and other means and/or operating materials, with the exception of the insulation materials of electrical products;
- f)** Any deterioration or wear and tear which is a natural consequence of the use or the operation and any damage due to corrosion or incrustations shall this be considered as such in any case;

**g) The slow development of deformations, distortions, cracks, fractures, blisters, laminations, ruptures, splits or the rectification of joints or other defective joints, unless said defects result in damage covered by this contract;**

**h) Damages whose legal or contractual liability is attributed to the manufacturer, supplier, assembler or party responsible for maintaining the insured property.**

**i) Due to any faults, failings or defects existing as at the date on which this contract is signed which are known to the Insured or his agents;**

**j) Damages due to or exacerbated by abnormal conditions, experiments or tests that subject the insured property to higher than normal stresses;**

**k) Damages due to or exacerbated by the maintenance or return to service of the insured property after detecting any irregularity in its operation, without its regular operation having been restored by means of an overhaul or permanent repair;**

**l) Damage owing to, or exacerbated by, the use of parts or accessories not approved and/or recommended by the manufacturer.**

**m) Shutdowns of machines or installations, as well as any indirect damages, even if they result from a covered accident;**

**n) Any aesthetic defects, in particular, scratches on painted, polished, varnished or enamelled surfaces;**

**o) Any expenses incurred with a view to eliminating operating failures, unless said failures have been caused by losses or damages occurring to the property insured and liable to compensation under this Special Condition;**

**p) Any expenses defrayed on the maintenance of the insured property. This exclusion also applies to replaceable parts during the course of said maintenance operations;**

**q) The additional costs incurred by any modifications, improvements or overhauls ordered by the Insured in the course of a repair resulting from a covered risk;**

**r) Damage to surrounding property belonging to the Insured.**

## **006.2. Machine Breakdown - Deductibles**

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

## **007 Replacement Value**

Since the sum insured relating to the property covered by this Special Condition has been determined, under paragraph d), no.1 of clause 21 of the General Conditions, at its replacement value as new, the basis on which the amount payable in the event of an accident shall be calculated shall be the value as new, on the day of the accident, of property of the same quality or type, but not greater or more extensive than the property insured when new, and observing the following provisions:

**1.**

The replacement value shall have, as a maximum limit, twice the value of the damaged property, at the time prior to the claim, calculated in accordance with paragraph d), no.1 of clause 21.

**2.**

In the application of the proportionality provided for in clause 28 of the General Conditions, the respective replacement value, with the limit stipulated in 1, shall be considered as the value of the destroyed or damaged property.

**3.**

The compensation attributable as a result of no.2 may never be less than that which would have been due if the contract did not include this Special Condition.

**4.**

Any replacement or repair work must be started and carried out with reasonable speed and must, in any case, be completed within 12 months after the destruction or damage or within any other time period that Zurich may subsequently (during the aforementioned 12 months) authorise in writing. Otherwise, no payment will be made besides the amount that would have been payable under this policy if this Condition had not been included therein.

**5.**

Zurich shall only be liable for any payment in that proportion which exceeds the amount that would have been payable under this policy if this Condition had not been included therein, after the Insured has incurred the costs of replacing or repairing the destroyed or damaged property. Replacement can be carried out at another location that best suits the needs of the Insured, but Zurich's liability cannot be increased for this reason.

**6.**

This Special Condition shall be null and void if:

- a) The Insured fails to inform Zurich within six months after the destruction or damage date, or any other term that Zurich may grant in writing, of its intention to replace or repair the destroyed or damaged property;
- b) The Insured cannot or does not wish to replace or repair the destroyed or damaged property at the same or another site.

**7.**

This Special Condition is only valid as long as the policy maintains the Automatic Capital Update, as established in clause 15 of the General Conditions and does not affect the provisions thereof.

### **007.1. Replacement Value - Exclusions**

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

Any animals, models and prototypes, dies, photos, drawings and documents, vehicles and/or their trailers, agricultural machinery and any kind of useless or disused property and equipment or machinery which are very old or obsolete.

### **007.2. Replacement Value - Deductibles**

This special condition is not subject to any deductibles.

## **008 Outdoor Property**

**1.**

Under the terms of this Special Condition and up to the limit set forth in the Special Conditions, this Special Condition covers the movable property owned by the Insured, within the perimeter of the insured site, in the open air and in limited physical space, sealed and reserved for use against the risks described in the following paragraphs:

- a) Fire, lightning and explosion;
- b) Storms;
- c) Flooding;
- d) Subsidence;
- e) Acts of vandalism, malicious acts and sabotage;
- f) Strikes, riots and public unrest;
- g) Theft or robbery.

**2.**

Movable property insured:

- Urban furniture and decoration of gardens and outdoor spaces;
- Furniture and equipment to support swimming pools and/or other sports and leisure equipment;
- Awnings, advertisements, signs, wind shields and all complementary equipment to support the activity that the insured/policyholder carries out at the risk site.

**3.**

The coverage of the risks covered by this Special Condition follows the terms and conditions defined in clause 3 of the General Conditions as regards anything which does not run counter to the scope of this Special Condition.

### **008.1. Outdoor Property - Exclusions**

In addition to the general exclusions provided for in clause 6 of Chapter III, the specific exclusions of the respective coverages provided for in this point 1 shall also apply.

### **008.2. Outdoor Property - Deductibles**

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

## 009 Operating losses

### 1.

#### Scope of coverage

Under the terms of this Special Condition and up to the limit set forth in the Specific Conditions, Zurich undertakes to reimburse the Insured for any losses sustained during the Compensation period contained in the Specific Conditions, corresponding to Loss of gross profit, Net Profit, Permanent Charges and/or Additional Operating Costs resulting from any interruption or reduction in the activity of the insured establishment as a result of a claim specifically covered and indemnifiable under this contract.

### 2.

#### Definitions

For the purposes of guaranteeing this coverage, the following definitions shall apply:

- a) **Permanent Charges**, costs that do not vary in direct correlation with the turnover of the insured establishment and, consequently, it will continue to incur after a claim that causes a total or partial interruption of its activity;
- b) **Permanent Insurance Charges**, the Permanent Charges set forth in the Specific Conditions;
- c) **Additional Operating Costs**, the extraordinary costs necessary and reasonably incurred by the Insured, previously agreed with Zurich, for the sole purpose of avoiding or limiting, during the Compensation Period, any Reduction in Turnover attributable to the claim and without which this reduction would be inevitable;
- d) **Financial Year**, the period of twelve consecutive months preceding the official closing date of the operating annual accounts of the company;
- e) **Gross Profit**, the sum produced by the addition to the net profit of the amount of the Permanent Insurance Charges.
- f) If there is no Net Profits, the amount of the Permanent Insurance Charges deducting that part of the net loss which corresponds to the ratio between the Permanent Insurance Charges and the Total Permanent Charges;
- g) **Net Profit or Net Loss**, the Net Profit or Net Loss resulting from the Insured's business, after making the necessary provisions for all permanent and other charges, including depreciations, but before deducting any taxes on profits. All profits and losses resulting from financial and/or capital operations are excluded;
- h) **Gross Profit Rate** is the percentage ratio between the Gross Profit Insured and the Turnover achieved during the financial year immediately prior to the date of the claim;
- i) **Compensation period**, the period of time during which the activity of the Insured is interrupted or harmed as a result of a claim covered by the contract. Said period begins on the date of the claim and lasts, uninterruptedly, for as long as is necessary for the reestablishment of normal operating conditions, up to the limit established in the Specific Conditions;
- j) **Turnover**, the total amount of the sums received or receivable by the Insured, in return for operations forming part of the normal operation of the hotel establishment insured and whose billing (net of any refunds and discounts granted) was achieved during the period considered;
- k) **Annual Turnover**, Turnover during the twelve months immediately preceding the claim date. In the event that the Compensation Period exceeds twelve months, the Annual Turnover shall be increased by the proportion existing between the duration of the Compensation Period and the year as a whole;
- l) **Reference Turnover**, the Turnover achieved during the period falling within the twelve months immediately preceding the date of the claim, which corresponds to the Compensation Period. In cases where the Compensation Period exceeds twelve months, the additional months will always be compared to the months corresponding to the "Reference Turnover".

### 3.

#### Risks Covered

Except for the specific elimination of any risk under the Specific Conditions, this cover shall only apply if the Loss of Profits derives from a claim specifically covered and subject to compensation under the present contract, occurring at the place or places mentioned in said Specific Conditions.

### 4.

#### Determination of losses

To determine the amount to be paid as compensation, under this Special Condition, the following criteria shall be observed:

#### **4.1.**

**Loss of Gross Profit**, the amount resulting from the application of the Gross Profit rate to the difference between the Turnover, or the Permanent Charges, as established during the Compensation Period and the Reference Turnover due to the damage suffered.

##### **4.1.1.**

If, during the Compensation Period, any goods or products are sold or services are rendered on account and to the benefit of the Insured's business at any place other than those designated in the Specific Conditions, either by the Insured or any other person on its behalf, the amounts paid or payable resulting from said operations shall also form part of the Turnover generated during the Compensation Period;

#### **4.2.**

**Additional Operating Costs**, the extraordinary costs borne by the Insured, pursuant to paragraph c), no.1 of clause 10 and under no circumstances may their amount exceed the sum resulting from the application of the Gross Profit ratio to the amount of the reduction in the Production Volume avoided in this way. If this insurance does not cover all the constituent elements of the Gross Profit, the Additional Operating Costs will only be considered in the ratio between the Gross Profit insured and the Actual Gross Profit corresponding to the Reference Turnover;

#### **4.3.**

As regards any deductions from the total amount of losses, calculated in line with the reduction in Turnover and the increase in operating costs, that part of all the Permanent Charges Insured shall be deducted that the Insured, owing to the occurrence of the accident, ceased or could have ceased to contract or settle during the Compensation Period.

### **5.**

#### **Adjustments**

To determine the Gross Profit, the Gross Profit rate, the Annual Turnover and Reference Turnover, due consideration shall be given to the general trend of the insured establishment as well as its variations or circumstances affecting it shall be taken into account before or after the accident, or which could influence or cause a change in that trend if the event had not occurred in such a way that any fluctuations and the volume of said variables are properly adjusted and offset and which lead, as approximately as would be reasonable, to the results which would have been obtained had the claim not occurred.

### **6.**

#### **Compensation calculation**

##### **6.1.**

If the amount insured as Gross Profit is less than that determined by applying the Gross Profit rate to the Annual Turnover, the Insured shall be liable for the proportionate share of the losses as if he were the insurer of the surplus. On the other hand, if said sum is greater, the insurance only covers up to the aforementioned amount;

##### **6.1.2**

If various components of Gross Profit have been insured for sums and amounts stated separately, the provisions of the preceding number shall apply to each of them as if they were separate insurance policies, unless there are components insured for amounts greater than the real one, in which case the difference will revert to any insufficiently insured items.

### **7.**

#### **Cessation of business**

In the event of the cessation of the activity of the hotel establishment insured as a consequence of a claim covered by this contract, and provided that the business of the Insured is not reactivated, compensation will be limited to the amount strictly necessary to compensate the Insured for any Permanent Charges borne until such time as it is impossible to continue operating its business, without prejudice to the expiry date of the Compensation Period.

### **009.1 Operating losses - Exclusions**

In addition to the general exclusions provided for in clause 6 of Chapter III, and the specific exclusions of each coverage, any consequential losses resulting from the following shall also be excluded from the scope of the present special Condition:

- a)** Fire or other risk covered during the voluntary or forced stoppage of the hotel establishment insured, business termination or judicial liquidation, but Zurich's liability shall remain when the accident occurs during the normal work stoppage on Saturdays, Sundays and holidays, during the night rest period or even during a holiday period of the staff as a whole;
- b)** Any losses caused by or as a result of the depreciation or deterioration of goods or products;
- c)** Market losses, delays in the services, the impossibility of carrying out commercial operations, labour underperformance, whether deliberate or otherwise, or other similar contingencies;
- d)** Fines, contractual terminations and other sanctions or damages due to non-compliance with provisions, deadlines, laws or other faults committed by or under the responsibility of the Insured, as well as any damages resulting from the destruction, including by fire, of the Insured's property ordered by the public authority;

e) Moral damages or the estimated value of the property;

f) Operating losses as a consequence of an accident exclusively covered by the Electronic Equipment (CE 006) or of Machine Breakdown (CE 007) coverages.

## 009.2 Operating losses - Deductibles

However, it is established that for each accident there will be no right to any compensation during the time period as from the date of the accident, corresponding to the number of days stated in the Specific Conditions.

### 010 Loss of Rent

Under the terms of this Special Condition and up to the limit established in the Specific Conditions, this contract guarantees compensation to the Insured, in his capacity as the Owner or Insured, for the monthly value of the rents insured that the operation of the house or apartment insured ceases to provide him with because it cannot be occupied, totally or partially, owing to the occurrence of a claim covered by this policy.

This cover is valid for such period reasonably deemed to be necessary for the implementation of the works to restore the insured property to the condition it was in before the accident.

In the event that the property is dedicated to Local Accommodation on a part-time basis, the amount to be calculated for the purposes of compensation shall take into account both the monthly seasonality identified in previous years through official and accounting records and the mean monthly value of the rents recorded in the scope of Local Accommodation activity.

#### 010.1 Loss of rent - Exclusions

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

#### 010.2 Loss of rent - Deductibles

However, it is established that for each accident there will be no right to any compensation during the time period as from the date of the accident, corresponding to the number of days stated in the Specific Conditions.

### 011 Operational Civil Liability

1.

Zurich covers, under the terms of this Special Condition and up to the limit set forth in the Specific Conditions, any compensation legally required of the Insured, as the holder of the operation of the local accommodation establishment, based on non-contractual civil liability for pecuniary and/or non-pecuniary damages, caused to third parties, including guests of the insured establishment, during the carrying out of the activity to render accommodation services.

**Sole Paragraph:** For the purposes of this Special Condition, the Insured, as the holder of the operation of the Local Accommodation, is jointly and severally liable with the guests for damages caused by them in the building in which the Unit is located, within the remit and scope provided by Law.

2.

It is also agreed that, under the terms, conditions and exclusions of this agreement and this Special Condition, any damage caused by illuminated adverts, advertising panels, signboards, aerials, awnings and other identification objects inherent in the activity insured are also covered, provided they are duly installed in the local accommodation unit;

3.

When specifically agreed, under this Special Condition there may also be cover of the payment of any damages arising from non-contractual civil liability which, under the law, are payable by the Insured owing to any pecuniary and/or non-pecuniary damage caused to third parties following:

a) Damage caused by guard dogs provided that they are duly legalised and registered in the name of the Insured and whose breed is not considered to be dangerous or potentially dangerous under the law.

b) Damage caused by clinically proven food poisoning by foods or beverages prepared, handled or served directly by the Insured at his establishment or which come from storerooms or machines to be found there under the responsibility of the Insured. Any subsidiary civil liability of the Insured is also covered in those cases in which the damage is the responsibility of third parties contracted by him for the provision of food services.

(i) Without prejudice to the other contractual conditions contained in the General, Special and Specific Conditions, this cover is only valid if, cumulatively:

- 1) Food products are consumed at the insured's establishment, unless otherwise agreed;**
  - 2) Food poisoning is clinically proven;**
  - 3) The manifestation of intoxication does not exceed the period of 72 hours after consumption of said food products;**
  - 4) The timeframes and conditions of storage or expiry dates on labelling are respected by the damaged party.**
- c) Damage caused at events, fairs and congresses, which the Insured performs or participates in, in Portugal, within the scope of its activity, for periods not exceeding 5 calendar days and up to the maximum compensation limit per claim and annual period of €25,000.00 (twenty-five thousand Euros).**

#### **4.**

##### **Time Limits**

Unless otherwise agreed, being duly stated in the Specific Conditions, this Special Condition only covers the civil liability of the Insured for facts that generate liability during the contract validity period.

#### **5.**

##### **Temporary Delimitation of Coverage**

Given the date of the claim, and without prejudice to the provisions of the Law or Special Regulation, and if the risk is not covered by a subsequent insurance contract, this coverage guarantees the payment of compensation resulting from damaging events unknown to the parties and occurring during the period of validity of the policy, even if the claim is filed in the year following its expiry.

#### **6.**

##### **Territorial Scope**

**6.1.** Unless otherwise agreed and specifically mentioned in the Specific Conditions, this Special Condition only takes effect in relation to events occurring in Portugal.

**6.2.** When, by common agreement of the parties, the covers of this Special Condition extend to geographical areas other than those mentioned in the previous paragraph, any judgment or decision rendered by a foreign court may only be considered after examination and confirmation by a Portuguese Court, unless Zurich foregoes said formality.

#### **7.**

##### **Sum insured**

**1** – Zurich's liability in each annual period of the contract is always limited to the maximum amount specified in the Specific conditions of the policy for a claim and corresponding, at any time, to at least the minimum mandatory capital defined by law.

**2** – After the occurrence of a claim, the sum insured for this cover is automatically topped up, without prejudice to the payment by the Policyholder of the additional premium corresponding to the topping up.

#### **011.1. Operational Civil Liability – Exclusions**

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

**a)** Professional civil liability. Professional civil liability is taken to mean the obligation to repair pecuniary and non-pecuniary damage, caused by negligent acts, errors or omissions, which derive from the professional activity described in the Specific Conditions, and/or damages caused or suffered by the property, or the property which is the object of the defective exercising of the profession;

**b)** Criminal, administrative or disciplinary liability, and/or any expenses arising from criminal proceedings;

**c)** Any liability arising from the ownership of real estate or other works;

**d)** Work to remodel, modify, expand and/or repair the real estate where the local accommodation unit is located;

**e)** Fines, administrative fines and bonds of any nature and pecuniary consequences of criminal proceedings or litigation in bad faith;

**f)** Expenses defrayed by the Insured on appeals to Higher Courts, unless Zurich deems this necessary;

**g)** Driving or owning an aquatic or aerial vehicle

**h)** Driving or owning a land vehicle subject to the Highway Code

- i) Damages caused to employees, salaried workers or agents of the Insured when in the service of the latter and provided that said damages result from an accident falling under the legislation on Occupational Accidents or diseases as well as damages that fall under employer's civil liability cover;
  - j) Any loss or damage resulting from theft or robbery;
  - k) any form of pollution, contamination and/or infiltration as well as any damage caused to the environment;
  - l) Property entrusted to the Insured in whatsoever way;
  - m) Force majeure, deeming this to mean any unavoidable forces of nature, independent of human intervention, namely those associated with earthquakes, the action of winds, downpours, floods and any other phenomena of a catastrophic nature;
  - n) Any claims for indirect damages, namely loss of profits, loss of use, loss of benefits, non-functioning or malfunctioning of the installations and/or equipment, with consequent loss of production, reduced performance, insufficiency of quantity, quality or profitability, stoppages, suspensions or total or partial immobilisations of work;
  - o) Contractual civil liability, namely, damages resulting from delays in the delivery of works and/or products, owing to mistakes in the choice and delivery of the products and/or any breach of contract, as well as any pure financial damage;
  - p) Damages or losses of any nature, caused by any subcontractor or people not insured under this policy;
  - q) Damage caused to stored, transported or handled goods, their packaging, containers and the vehicles used;
  - r) Use, storage and/or transport of dangerous substances;
  - s) Civil liability for products and/or damages resulting from the fact that the products do not fit the function or purpose stated by the Insured, as well as those resulting from defects or the ineffectiveness of products;
  - t) Civil Liability after works. Any damages or losses that occur or appear after the delivery of the works or services and/or commencement of use thereof, whichever of the facts occurs first, are excluded from the cover of the insurance contract;
  - u) Failure to implement or take measures to mitigate the damage covered under these conditions, as well as owing to the Gross negligence of the Insured of the need to take all reasonable steps in order to avoid any personal injury or material damages;
  - v) Cross liability. Claims submitted by any Insured against another are not covered and so the Insured parties or the Policy Holder will not be regarded as third parties vis-à-vis each other.
  - x) Any complaints by the owners of the real estate and property owing to the use, wear and tear or gradual deterioration or lack of maintenance;
  - z) Any acts of vandalism:
    - aa) Damage caused to the real estate or part thereof and/or its contents, occupied by the local accommodation establishment;
    - ab) Liability of the Insured arising from a particular agreement or contract, insofar as the resulting liability exceeds that to which the Insured would be obliged in the absence of any such agreement or contract;
    - ac) Complaints arising from interruption, impossibility to put into effect, cancellation or postponement of stay;
    - ad) Caused as a result of war, strikes, lock-out, sabotage, riots, civil commotions, attacks, sabotage, terrorism, acts of vandalism, civil or military uprisings or decisions by an authority or forces usurping the authorities, attacks or acts of piracy;
    - ae) Complaints regarding the manipulation of information of clients and third parties, namely, the publication of news, photos, videos, information, comments, advertisements and/or any other informative content of a personal or commercial nature;
    - af) Directly or indirectly from asbestos or any other disease arising from the manufacture, processing, assembly, sale or use of asbestos or products containing asbestos;
    - ag) Directly or indirectly caused by an explosion, release of heat or radiation resulting from nuclear fission or fusion, artificial particle acceleration or radioactivity;
    - ah) Damages to any person whose liability is covered by the contract, as well as their spouses or people under a *de facto* union regime, ascendants, descendants, adoptees, under guardianship or people who cohabit or live with them;
    - ai) Damage to directors, partners, managers, legal representatives or agents of the corporate body whose liability is covered, or people related therewith under the terms of the previous paragraph;
- 2. Exclusions characteristic of the staging of events.**
- The following losses or damages are deemed to be excluded:

- a) Overfilling of the real estate or venue in which the event takes place;
- b) Failure to carry out the activity, and/or any type of contingency that prevents its implementation, suspension or interruption;
- c) Any change in venue and/or non-attendance by participants or guests;
- d) The intervention of police or security forces or the intervention of private security forces;
- e) The action of participants and spectators, as well as by the participants and spectators amongst themselves;
- f) Falling of grandstands, stages, rostrums or other similar structures, provided they are not attributable to the Insured;
- g) Use/handling of explosives, pyrotechnic material, fireworks, weapons;
- h) Aviation accidents and/or damages within the scope of compulsory Road Traffic Insurance;
- i) In damages caused to any type of cultural, sporting, historical, archaeological heritage, pieces and works of art;
- j) Food poisoning by products that are not supplied by the Insured;
- k) Suffered by the Insured, elements of the event organisation, support teams, as well as actors, artists, speakers, entertainers and other participants, whether contracted or not, whose presence at the sites designated in the policy is not merely as spectators or guests;
- l) Damages or losses of any nature caused by any subcontractor or people not insured by this policy;

### **3. Specific exclusions as the Owner of Aerials, Advertising signs, Signboards, Advertisements, Billboards and Awnings**

The following losses or damages are deemed to be excluded:

- a) Assembly, disassembly, overhaul, repair, maintenance works, or modification of the objects insured;
- b) Damage sustained by the supports or parts of the property or structure where the insured objects are fixed when said damage results from their means of fixation;
- c) Construction defects, defects in assembly or maintenance of the insured objects.

### **4 Exclusions characteristics of Food Poisoning:**

The following losses or damages are deemed to be excluded:

- a) Pathological predisposition;
- b) Food allergies;
- c) Consumption/use of products which are out-of-date;
- d) Deficient hygiene and sanitary conditions in the preparation, distribution or storage, conservation or consumption of food products;
- e) Transmission of infectious diseases;
- f) Transmission of diseases from animals to humans;
- g) Failure to comply with the instructions for the consumption or use of the products, in particular, any failure to comply with the consumption conditions set out on labels.

### **011.2. Operational civil liability - Deductibles**

1. Under a specific agreement, the Insured may be liable for part of the compensation owed to third parties, though this limitation to cover is not enforceable on the former.
2. In the event of third-party compensation claims, Zurich is fully liable for any compensation due, without prejudice to the right to be reimbursed by the obliged party, under the terms of the previous number, for the deductible amount applied.

### **011.3. Right of recourse**

1. For the purposes of this Special Condition, once the compensation has been settled, Zurich has the right of recourse, in respect of the amount spent, against the Policyholder or the Insured, owing to:
  - a) Errors, omissions or acts committed by the Policyholder, Insured or people for whom they are civilly liable in a state of dementia, drunkenness, hypnotism or under the influence of narcotics, drugs or toxic products;

- b) Damage resulting from lack of technical assistance, overhaul, repair, cleaning, poor condition or maintenance of the accommodation and its equipment under the responsibility of the Insured;**
- c) Failure to comply with the legal provisions, rules and regulations regarding the activity insured and the security measures that the nature thereof recommends;**
- d) Any error, omission, intentional act and/or act committed with gross negligence, whenever said error, omission or act has been classified as such by a Court, or when the insured person so recognises.**

**2. The provision in the previous number is also applicable against the Policyholder or the Insured who has intentionally harmed Zurich after the accident.**

#### **011.4. Suspension and Cessation of Activity**

**1. Within the scope of this Special Condition, the termination or suspension of the local accommodation activity must be communicated in writing by the insured to the insurer, within no more than 14 days as from the date of learning thereof, for the purposes of applying the rules governing the exacerbation or reduction in the risk, always without prejudice to the regime provided for in the contract for its duration, extension, extension of the coverage period and termination.**

#### **011.5. Extinguishing of coverage**

- 1. For the purposes of this Special Condition, the coverage may be extinguished by the parties at any time, with just cause, and this must be put into effect by any means, whereof a written record is kept.**
- 2. For the purposes of this Special Condition, Zurich may not invoke the occurrence of a succession of claims in the annual period as a just cause for the purpose foreseen in the previous number.**

### **012 Fairs and Congresses.**

**1. Covering, up to the limit per claim and annual period set in the Specific Conditions, without any need for prior communication by the Insured, any damages to the movable property insured, against the risks identified below and under the terms defined in clause 4 respectively, when temporarily displaced from the risk site identified in the Specific Conditions, exclusively for exhibitions, fairs, congresses and other similar events, for periods not exceeding 5 calendar days and provided that said events occur in Portugal and at sites which are closed, locked and under permanently surveillance.**

- a) Fire, lightning and explosion;**
- b) Storms;**
- c) Flooding;**
- d) Water damage;**
- e) Theft or robbery.**

#### **012.1. Fairs and Congresses - Exclusions**

In addition to the general exclusions provided for in clause 6 of Chapter III, the specific exclusions of the text of the respective coverage as mentioned in the previous point shall apply to each risk covered.

The following losses or damages shall also be excluded from this coverage:

- a) Which derive from the transport of the property to and from the risk site.**
- b) Which result from loading and unloading operations.**

#### **012.2. Fairs and Congresses - Deductibles**

In the event of an accident, the deductible declared in the Specific Conditions pertaining to each of the coverages referred to in point 1 shall be deducted from the compensation payable by Zurich.

# Local Accommodation

## Specific Conditions

(Applicable in accordance with that indicated in the Policy)

### 801. Agreed Update to the Sums insured

#### 802. Rider

#### 803. Calculation of premium

#### 804. Creditor

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

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

#### 807. Non-application of deductible with Electrical Risks owing to the use of an Agreed Network

### 801 Agreed Update to the Sums insured

#### 1.

Under the present Specific Condition, it is specifically agreed that the sum insured by this contract is automatically updated on each annual maturity date or other agreed time frequency, by applying the percentage indicated for that purpose in the Specific Conditions.

#### 2.

The updated sums insured are shown on the corresponding premium receipt, relating to the next annual period or to the non-annual contractual period agreed upon.

#### 3.

The stipulations of this Specific Condition do not exempt the Policyholder from proceeding with a review of the sum insured, either through a revaluation of the insured property, enhancements or improvements, or through the inclusion of new property.

#### 4.

In the event of a claim, there are no grounds for the application of the proportional rule provided for in no.1, Clause 22 of the General Conditions of the policy if the sum insured is equal to or greater than 85% of the cost of reconstruction and/or restoration of the property insured.

#### 5.

The Policyholder may waive the update set forth in this Specific Condition as long as he notifies Zurich, giving at least 60 days' notice prior to the annual policy maturity.

### 802 Rider

Under the present Specific Conditions, it is specifically agreed that this rider has been issued in accordance with the request filed with Zurich and it does not render the policy nor any previous riders unsatisfactory nor void, all of whose terms and conditions shall remain in force, except insofar as that amended by this rider which shall thereby become an integral part of said policy. The date of coming into force is that which is referred to as the beginning of the receipt period and/or that stated in this rider.

### 803. Calculation of premium

Under the present Specific Condition, it is specifically agreed that the method of calculating the premium will take into consideration the following risk factors:

- a) The type of construction,
- b) The location,
- c) The economic activity insured,
- d) The risks covered.

### 804 Creditor

Under the present Specific Condition, it is specifically agreed that Zurich shall not annul this contract nor make any change, except for a capital increase, nor the payment of any compensation owing to a claim (partial or total), without prior notice to the creditor(s) declared in this contract and after the deadline announced in said communication.

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

Basic Coverage	Scope		Deductible	Compensation limits by claim and annual period		
	Real estate	Ctd.		Apartments. / Houses (part time)	Apartments. / Houses (full time)	Lodging
2.1 Fire, Lightning and Explosion	●	●	zero-deductibles	Sum insured	Sum insured	Sum insured
2.2 Smoke	●	●	optional	Sum insured	Sum insured	Sum insured
2.3 Heat damage	●	●	optional	Max / annuity - €500	Max / annuity - €500	Max / annuity - €750
2.4 Storms	●	●	optional	Sum insured	Sum insured	Sum insured
2.5 Flooding	●	●	optional	Sum insured	Sum insured	Sum insured
2.6 Water damage	●	●	optional	Sum insured	Sum insured	Sum insured
2.7 Subsidence	●	●	optional	Sum insured	Sum insured	Sum insured
2.8 Investigation of failure or breakdown	●		optional	Max / Annuity - €1,750	Max / Annuity - €2,000	Max / Annuity - €2,500
2.9 Aesthetic damage	●		zero-deductibles	Max / Annuity - €1,750	Max / Annuity - €2,000	Max / Annuity - €2,500
2.10 Damage to plumbing and underground cables	●		optional	Max / Annuity - €1,750	Max / Annuity - €2,000	Max / Annuity - €2,500
2.11 Spillage from Hydraulic Fire Protection Systems	●	●	optional	sum insured	sum insured	sum insured
2.12 Spillage from heating and air-conditioning systems	●	●	optional	sum insured	sum insured	sum insured
2.13 Electrical risks - Sum insured for primary risk	●	●	€100	Max / Annuity - €5,000	Max / Annuity - €7,500	Max / annuity - €10,000
2.14 Deterioration of Refrigerated Products		●	grace period 24h	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,500
2.15 Theft or robbery		●	optional	Sum insured	Sum insured	Sum insured
2.16 Theft-related damage to buildings	●		optional	Sum insured	Sum insured	Sum insured
2.17 Demolition and removal of debris	●	●	zero-deductibles	10% Sum insured	10% Sum insured	10% Sum insured
2.18 Removal of mud	●	●	optional	Sum insured	Sum insured	Sum insured
2.19 Aircraft collision	●	●	zero-deductibles	Sum insured	Sum insured	Sum insured
2.20 Accidental falling of trees	●	●	zero-deductibles	Sum insured	Sum insured	Sum insured
2.21 Collision of land vehicles and animals	●	●	zero-deductibles	Sum insured	Sum insured	Sum insured
2.22 Collision by solid objects	●	●	zero-deductibles	Sum insured	Sum insured	Sum insured
2.23 Breakage of glass, mirrors, signs, illuminated signs and sanitaryware	●	●	optional	Max / annuity - €3,500	Max / Annuity - €5,000	Max / Annuity - €7,500
2.24 Damage to Works of Art, Decorative Items and Ornamental Plants		●	optional	Max / annuity - €3,500	Max / Annuity - €5,000	Max / Annuity - €7,500
2.25 Breakage or falling of aerials	●		optional	Reinstatement value	Reinstatement value	Reinstatement value
2.26 Breakage or falling of solar and/or photovoltaic panels	●		optional	Reinstatement value	Reinstatement value	Reinstatement value
2.27 Reconstruction of walls, gates and fences	●		€100	Max / annuity - €10,000	Max / annuity - €12,500	Max / annuity - €15,000
2.28 Restoration of gardens	●		€100	Max / annuity - €10,000	Max / annuity - €12,500	Max / annuity - €15,000
2.29 Civil liability of the insured and household	●	●	optional	Max / annuity - €25,000	N/A	N/A
2.30 Civil liability of owner of real estate	●	●	optional	Max / annuity - €25,000	Max / annuity - €25,000	Max / annuity - €25,000
2.31 Damage to landlord's property		●	optional	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,000
2.32 Damage to employees' property		●	zero-deductibles	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,000
2.33 Damage to third-party property		●	zero-deductibles	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,000
2.34 Acts of authorities, public and emergency services	●		zero-deductibles	Reinstatement value	Reinstatement value	Reinstatement value
2.35 Temporary loss of use of rented or occupied premises	●	●	zero-deductibles	Max / annuity - €2,500 *	Max / annuity - €3,500 *	Max / annuity - €5,000 *
2.36 Temporary move		●	zero-deductibles	25% of the amount insured for content	25% of the amount insured for content	25% of the amount insured for content
2.37 Document-related expenses		●	zero-deductibles	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,000
2.38 Replacement of documents		●	zero-deductibles	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,000
2.39 Architects, Experts and Technicians' Fees	●	●	zero-	Max / annuity -	Max / annuity -	Max / annuity -

				deductibles	€500	€750	€1,000
2.40	Inclusion of new property or improvements to existing ones	●	●	zero-deductibles	10% of sum insured	10% of sum insured	10% of sum insured
2.41	Strikes, riots and public unrest	●	●	optional	Sum insured	Sum insured	Sum insured
2.42	Acts of vandalism, malicious acts or sabotage	●	●	optional	Sum insured	Sum insured	Sum insured

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

	Basic Coverage	Scope		Deductible	Compensation limits by claim and annual period		
		Real estate	Ctd.		Apartments. / Houses (part time)	Apartments. / Houses (full time)	Lodging
2.43	Theft or robbery of valuables from safes in rooms	●	●	zero-deductibles	Max / annuity - €100	Max / annuity - €150	Max / annuity - €250
2.44	Breakdown of home automation systems	●	●	zero-deductibles	Max / annuity - €500	Max / annuity - €750	Max / annuity - €1,500
2.45	Security Service	●	●	zero-deductibles	Max. of 7 days or €750 per claim	Max. of 7 days or €1000 per claim	Max. of 7 days or €1250 per claim
2.46	Assistance to the Establishment	●	●	zero-deductibles	specific sums insured and Limits	specific sums insured and Limits	specific sums insured and Limits

	Additional coverages	Scope		Deductible	Compensation limits by claim and annual period		
		Real estate	Ctd.		Apartments. / Houses (part time)	Apartments. / Houses (full time)	Lodging
001	Seismic phenomena	●	●	5% sum insured	Sum insured	Sum insured	Sum insured
002	Acts of terrorism	●	●	1% Min €500	Sum insured	Sum insured	Sum insured
003	Solar panels	●		10% of the indemnifiable damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
004	Photovoltaic panels	●		10% of the indemnifiable damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
005	Electronic Equipment		●	10% of the indemnifiable damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
006	Machine Breakdown		●	10% of the indemnifiable damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
007	Replacement value		●	zero-deductibles	N/A	N/A	N/A
008	Outdoor property		●	10% of the indemnifiable damages Min €100	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
009	Operating losses	●	●	3 days	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
010	Loss of rent	●	●	3 days	Max / Annuity - €5,000	Max / Annuity - €7,500	Max / annuity - €10,000
011	Operational civil liability 1. Civil liability for guard dogs 2. Civil liability for food poisoning 3. Extension of operational civil liability to fairs and events in national territory	●	●	10% of the indemnifiable damages Min. €250	Sum insured Contracted	Sum insured Contracted	Sum insured Contracted
012	Fairs and congresses		●	deductibles of the respective coverages are applied	Max / Annuity - €5,000	Max / annuity - €10,000	Max / annuity - €25,000

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

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

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

<b>Table 3 - Legal Advice</b>	<b>Compensation Limit</b>
3.1 Legal Advisory Service	€5,000.00

## 807 Non-application of deductible with Electrical Risks owing to the use of an Agreed Network

1. It is specifically agreed and accepted that whenever the Insured uses the agreed network of providers for the expertise and repair of the mobile equipment insured that has been damaged further to an electrical risk covered by the policy under point 2.13 of Clause 4, Zurich waives the deductibles contractually provided for in the Specific Conditions.
2. It is further stated that the regime provided for in the previous number only applies when there is an agreed network of Zurich providers and if the mobile equipment is effectively repaired by the provider.

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