

Zurich Car Insurance

Compulsory third party liability insurance (part I)

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 purpose of claims, and the amount of the premium or the formula used for its calculation.
3. The Special Conditions provide cover for other risks and/or guarantees besides those provided for in these General Conditions, and must be specifically identified in the Specific Conditions.
4. This contract also includes, in addition to the Conditions envisaged in the above paragraphs that make up the policy, those documents described in clause 21 as well as the specific and objective advertising messages that may contradict clauses of the policy unless such clauses are more favourable to the Policyholder or the injured third party.
5. The provisions of the preceding paragraph 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.
6. The policy indicates the address of the Zurich website where the text of Chapter III of Title II of Decree-Law no. 291/2007, of 21 August, is available in a free, easy to read and printable format.

Chapter I

Contract definitions, purpose and guarantees

Clause 1

Definitions

The following definitions apply for the purpose of this contract:

- a) Policy**, a set of conditions identified in the previous clause and in which the insurance contract is formalised;
- b) Zurich**, the entity that is legally authorised to offer compulsory motor vehicle third party liability insurance, and which is a signatory to this contract;
- c) Policyholder**, the person or entity that enters into a contract with Zurich and is responsible for payment of the premium.
- d) Insured**, the person or entity owning the insurable interest;
- e) Third party**, the person or entity that, as a result of a claim covered by this contract, suffers damage likely, pursuant to civil law and the terms of this policy, to be remedied or compensated;
- f) Claim**, the total or partial confirmation of the event resulting in the triggering of the coverage of the risk established by this contract. An event or series of events resulting from the same cause is considered a single claim;
- g) Personal injury**, damage resulting from an injury to physical or mental health;
- h) Material damage**, damage resulting from injury to movable, immovable or animal property;
- i) Deductible**, the amount of the settlement of the claim not payable by Zurich, pursuant to the insurance contract.

Clause 2 Purpose of contract

1. This contract is intended to comply with the compulsory motor vehicle third party liability insurance stipulated in article 4 of Decree-law no.291/2007 of 21 August.
2. This contract provides cover up to the limits and under the conditions specified by law:
 - a) The third party liability of the Policyholder, the owner of the vehicle, usufructuary, purchaser with reservation of title or lessee on a financial leasing basis, as well as their legitimate holders and drivers, for any material damage and personal injury caused to third parties;
 - b) Satisfaction of the repair due by the perpetrators of theft, robbery, unauthorised use of vehicles or road accidents which have been intentionally caused.

Clause 3 Territorial scope and duration

1. This contract covers any third party liability arising out of accidents occurring:
 - a) In all the territories of countries whose national insurance services have adopted the Agreement between national insurance services, including vehicle stays in any of said territories during the contractual validity period;
 - b) During the journey directly connecting two territories where the Agreement on the European Economic Area is applicable, when there is no national insurance service there.
2. The countries referred to in sub-paragraph a) of the previous paragraph are, namely, the European Union Member States, the other member countries of the European Economic Area (Iceland, Liechtenstein and Norway), and also Switzerland, Croatia, the Faroe Islands, the Channel Islands, Gibraltar, the Isle of Man, the Republic of São Marino, the Vatican State and Andorra, as well as the other countries whose national insurance services adopted said Agreement and which are subsequently set out in the contract or in the respective documentary evidence.
3. The contract may also cover any third party liability deriving from the circulation of the vehicle in other territories besides those mentioned in no,1, to be precise, in the territories of States where there is a national insurance service which abides by section II of the Regulation attached to the Agreement between the national insurance services, provided that it is covered by an international insurance certificate ("green card") valid for driving in said countries.
4. This contract covers third party liability for accidents occurring during the contract validity period under the applicable legal terms.

Clause 4 Material remit

1. The present contracts covers:
 - a) The compensation obligation stipulated in civil law, for accidents occurring in the territory of Portugal;
 - b) As regards accidents occurring in the other territories of countries whose national insurance services have adopted the Agreement between national insurance services, the compensation obligation determined in the law applicable to the accident which, in those accidents occurring in territories where the European Economic Space Agreement is applied, is replaced by the Portuguese law whenever this establishes greater coverage;
 - c) As regards any accidents occurring on the route foreseen in paragraph 1(b) of the previous clause, only damages of residents in Member States and countries whose national insurance services have adopted the Agreement between national insurance services and under Portuguese law.
2. This contract covers any damages suffered by pedestrians, cyclists and other non-motorised users of the road only when, and insofar as, the law applicable to third party liability deriving from motor vehicle accidents establishes compensation for said damages.

Clause 5
Exclusions from mandatory cover

- 1. Mandatory insurance cover excludes any personal injury suffered by the insured vehicle's driver liable for the accident, as well as any damages arising therefrom.**
- 2. Mandatory insurance cover also excludes any material damages caused to the following people:**
 - a) Driver of the vehicle liable for the accident;**
 - b) Policyholder;**
 - c) Everyone whose liability is covered by law, namely as a result of joint ownership of the insured vehicle;**
 - d) Companies or legal representatives of the corporate bodies liable for the accident when this occurs during the performance of their duties;**
 - e) The spouse, ascendants, descendants or adoptees of those people referred to in sub-paragraphs a) to c), as well as any other relations or similar up to a third degree of kinship with said people, but, in the latter case, only when they cohabit or are dependent on such persons;**
 - f) Those who, under articles 495, 496 and 499 of the Civil Code, benefit from a compensation claim deriving from ties with any of the people referred to in the above sub-paragraphs;**
 - g) Passengers when they are being carried in contravention of the rules pertaining to the carriage of passengers set out in the Highway Code which include, in particular, the special schemes pertaining to the carriage of children, transport outside seats and transport on motorbikes, tricycles, quadricycles and mopeds.**
- 3. In the event of fatality, as a result of an accident, of any of the people referred to in sub-paragraphs e) and f) of the previous paragraph, compensation to the person liable for the accident is excluded.**
- 4. The following are also excluded from the mandatory insurance cover:**
 - a) Any damages caused to the actual insured vehicle;**
 - b) Any damages caused to goods carried in the insured vehicle which occur during transport or during loading and unloading operations;**
 - c) Any damages caused to third parties as a result of loading and unloading operations;**
 - d) Any damages caused by the direct or indirect effect of explosion, release of heat or radiation resulting from nuclear fission or fusion, acceleration of particles or radioactivity;**
 - e) Any damages occurring during sports' trials and official training, except in the event of insurance pertaining to sports' trials, in which case the present general conditions shall apply, making the necessary adaptations envisaged for this purpose by the parties.**
- 5. In cases involving robbery, theft or unauthorised use of vehicles and road accidents caused intentionally, the insurance does not cover payment of any compensation owed by the perpetrators and accomplices vis-à-vis the owner, usufructuary, purchaser with reservation of title or lessee under a financial leasing system, nor towards perpetrators or their accomplices or towards any passengers carried who knew about the illegitimate ownership of the vehicle and who travelled therein of their own free will.**

Chapter II
Declaration of initial and supervening risk

Clause 6
Duty of initial statement of risk

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

- d) Any fact that its representative, at the time the contract was signed, knew to be inaccurate or, if it has been omitted, was aware of;
 - e) Any circumstances known by Zurich, particularly when they are public and generally known.
4. Before signing the contract, Zurich must inform the Policyholder or Insured of the duty referred to in paragraph 1, as well as the system which applies to any breach thereof, otherwise it may be deemed to have third party liability under general terms.

Clause 7 **Intentional non-compliance with the duty of initial statement of risk**

1. In the event of intentional non-compliance with the duty referred to in paragraph 1 of the previous clause above, the contract may be terminated, by 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 paragraph 1 or during the course of the timeframe foreseen in the previous paragraph, complying with the general voidability regime.
4. Zurich is entitled to any premium owed by the end of the timeframe referred to in paragraph 2 unless there has been wilful intent or gross negligence by Zurich or its representative.
5. In the event of intent by the policyholder or the insured to gain an advantage, the premium is payable until the end of the contract.

Clause 8 **Negligent non-compliance with the duty of initial statement of risk**

1. In the event of non-compliance with negligence of the duty referred to in paragraph 1 of clause 6, Zurich may, by way of a declaration to be sent to the Policyholder within three months of learning thereof:
- a) Propose an alteration to the contract, setting a timeframe of no less than 14 days for the sending of acceptance or, where permitted, the 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 paragraph, the premium is returned "pro rata temporis" in line with any cover that may have existed.
4. If, prior to termination or alteration of the contract, a claim occurred in which the occurrence or consequences of the same 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 9 **Increased risk**

1. The policyholder or insured has the duty to, 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 where after 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 10 business days after the notification date and said notification may be made by any means which generates a written record.

Clause 10 **Claim and increased risk**

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

- a) 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 paragraph 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 sub-paragraphs a) and b) above, with the increased risk deriving from an event involving the policyholder or 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 III **Payment and alteration of premiums**

Clause 11 **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 12 **Cover**

Risk cover depends on the prior payment of the premium.

Clause 13 **Notification of payment of premiums**

- 1. During the validity of the contract Zurich must notify the policyholder in writing about the amount payable, as well as about the manner and place of payment, giving minimum notice of 30 days prior to the date on which the premium falls due, or fractions thereof.**
- 2. The notification must legibly indicate the consequences of the lack of payment of the premium or the 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 which indicate in the contractual documentation 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 paragraph 1, in which case it must prove the issuance, acceptance or sending to the policyholder of the contractual documentation referred to in this paragraph.**

Clause 14 **Failure to pay premiums**

- 1. Failure to pay the initial premium, or the first 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. The 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 adjusted premium or part of a premium of a variable amount;**
 - c) An additional premium deriving from a modification to the contract based on a supervening increase in 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 15 **Alteration of the Premium**

1. 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.
2. Any alteration to the premium owing to the application of no claims' bonuses or increased premiums owing to accidents, regulated in Chapter VIII is applied upon the maturity subsequent to the date of observation of the event.

Chapter IV **Start of effects, duration and difficulties of the contract**

Clause 16 **Start of coverage and of effects**

1. The day and time when the risk cover start are stated in the contract and the day in the documentary proof of insurance, bearing in mind the stipulations of clause 12.
2. The stipulations of the previous paragraph also apply to the start of effects of the contract, which is a different case from that of the start of risk coverage.

Clause 17 **Duration**

1. The contract duration is stated in this document and in the documentary proof of insurance and it may be for a definite, given period (temporary insurance) or for one year extendable for further one-year periods.
2. The effects of the contract shall cease at 12 midnight of the last day of its timeframe.
3. The extension foreseen in paragraph 1 is not granted if either of the parties rescinds the contract giving at least 30 days' notice prior to the extension date or if the policyholder fails to pay the premium.

Clause 18 **Contract termination**

1. The contract may be terminated by the parties at any time, by recorded delivery, when there are justifiable reasons for such.
2. Zurich may not invoke the occurrence of a claim as a relevant reason for the effect foreseen in the previous paragraph.
3. The premium amount to be returned to the policyholder in the event of early termination of the contract is calculated in proportion to the time period which would elapse from the date of cessation of coverage until contract maturity, unless agreed otherwise under the legal terms.
4. Contract termination by Zurich shall take effect 10 business days after the notification date and said notification may be made by any means which generates a written record.
5. The return of the documents foreseen in the paragraph above serves as a condition precedent of the return of the premium, unless there is a justified reason which prevents the return.
6. The contract termination shall take effect at 12 midnight of the day on which it becomes effective.
7. 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.
8. The contract envisages a reasonable time period for deferral of the efficacy of the declaration of the contract termination.

Clause 19 **Sale of the vehicle**

1. The insurance contract is transferred in the event of sale of the vehicle, with its effects terminating at 12 midnight of the day of sale, unless it is used by the policyholder to insure a new vehicle.
2. The policyholder notifies Zurich in writing about the sale of the vehicle in the 24 hours subsequent thereunto, having to attach the provisional insurance certificate, the third party liability certificate or the notification-receipt and the international insurance certificate (green card).

3. In the event of a failure to comply with the notification obligation foreseen in the paragraph above, Zurich is entitled to compensation for a sum equal to the premium amount pertaining to the time period which elapses between the time of sale of the vehicle and the end of the annual insurance period during which this occurs, without prejudice to the effects of the contract having terminated under the terms of the provisions of paragraph 1.

4. The parties may limit the penalty foreseen in the paragraph above in line with the effective duration of the non-compliance foreseen therein.

5. In the notification of the sale of the vehicle to Zurich, the policyholder may request the suspension of the effects of the contract until vehicle replacement, with an extension of the policy expiry period.

6. If the vehicle is not replaced within 120 days after the suspension request date, there shall be no extension of the timeframe, and so the contract is deemed to have been terminated as from the suspension start date and the premium to be returned by Zurich is calculated in accordance with paragraph 3 of the previous clause above.

Clause 20 **Transfer of rights**

Unless agreed otherwise, the death of the policyholder does not forfeit the contract, and his heirs shall succeed him in the respective rights and obligations under the law.

Chapter V **Proof of insurance**

Clause 21 **Proof of insurance**

1. The following constitutes documentary evidence of the present insurance contract:

a) As regards vehicles normally based in Portugal, the international insurance certificate (green card), the provisional certificate, the notification-receipt or the third party liability certificate, when valid;

b) As regards vehicles usually based outside the European Economic Area, the documents foreseen in the sub-paragraph above and also the border insurance certificate, when valid.

2. In the event of a contract whose premium payment is made in fractions of less than every four-month period and with regard to which Zurich has opted for the automatic issuance regime only of provisional certificates, the policyholder is entitled to request the issuance of the international insurance certificate which shall be issued in 5 business days and at no extra cost.

Clause 22 **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 from them 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 from them 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.

Chapter VI **Main payment by Zurich**

Clause 23 **Payment limits**

1. Zurich's liability is always limited to the maximum amount specified in the Specific conditions of the policy, whatever the number of people injured by a loss, and corresponding, at any time, to at least the minimum mandatory capital.

2. Unless agreed otherwise, stipulated in the Specific conditions:

a) When the compensation awarded to the injured parties is equal to or exceeds the sum insured, Zurich is not liable for any legal expenses;

b) When the compensation awarded to the injured parties is less, Zurich is liable for the compensation and for any expenses up to the sum insured limit;

Clause 24 Deductible

- 1. Under a specific agreement, the policyholder or 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 claim, Zurich is fully liable for any compensation due, without prejudice to the right to be reimbursed by the obliged party under the terms of the stipulations of paragraph 1 of the deductible amount applied.**

Clause 25 Plurality of insurance policies

If there are several insurance policies for the same vehicle, the sports' trials insurance policy shall be liable to all legal intents and purposes or, in the absence of the latter, the garage owner's liability insurance or, in the absence of both said policies, the driver insurance policy or, in the absence of all three, the residual contract entered into under the terms of paragraph 2, article 6 of Decree-law 291/2007 of 21 August or, in the absence of all four, insurance pertaining to the vehicle owner or to any other parties obliged to be insured.

Clause 26 Insufficiency of capital

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

Chapter VII Obligations and rights of the parties

Clause 27 Obligations of the policyholder and of the Insured

- 1. In the event of a claim covered by this contract, the Policyholder or the Insured undertake, otherwise they may be held liable for any losses and damages:**
 - a) To communicate said fact, in writing, to Zurich, in as short a space of time as possible, never exceeding 8 days from the day of the occurrence or the day on which it learns thereof, providing any indications and documentary and/or witness evidence which is relevant for the adequate determination of Liabilities;**
 - b) To take the measures within its reach in order to avoid or limit the consequences of the claim;**
 - c) To provide Zurich with any relevant information that the latter requests about the claim and its consequences.**
- 2. Notification of the claim, foreseen in sub-paragraph a) of the previous paragraph, must be carried out on a specific form provided by Zurich or available at its website, or by any other means of communication which may be used without the physical, simultaneous presence of the parties, provided that there is a written or recorded record thereof.**
- 3. The liability for damages and losses foreseen in paragraph 1 is not applicable when Zurich finds out about the claim by some other means during the 8 days foreseen in sub-paragraph a), or the party obliged to provide communication proves that it could not reasonably have done so before the time it actually provided it.**
- 4. The policyholder and the insured cannot, subject to being liable for losses and damages:**
 - a) Pay the compensation claimed out of court or advance money on account, on behalf or under the responsibility of Zurich, without its specific authorisation;**
 - b) Give rise, even if this is through omission or negligence, to a judgment favourable to a third party or, when it does not inform Zurich forthwith, to any legal proceeding brought against it because of a claim covered by the policy;**
 - c) Prejudice the right of subrogation of Zurich in the rights of the insured against the third party liable for the claim deriving from the coverage of the claim by the former.**

Clause 28

Obligation of reimbursement by Zurich of any expenses with averting and mitigation of the claim

1. Zurich shall pay the policyholder or the insured any expenses made in compliance with the duty stated in paragraph 1(b) 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.

Clause 29

Obligations of Zurich

1. Zurich substitutes the insured in any amicable or litigious settlement of any claim which, under the present contract, occurs during the validity period thereof, being subject to the direct action of any third parties injured or their heirs.
2. Zurich shall notify the policyholder about any third-party claims, specifically stating that, should it fail to notify the claim, it shall be subject to the sanction foreseen in the final part of paragraph 3, article 34 of decree-law 291/2007 of 21 August or any other one foreseen in the contract.
3. Zurich shall provide the policyholder and the insured with any clarifications required for a proper understanding of the procedures to be adopted in the event of a claim, providing written information about the timeframes it is committing to, bearing in mind the type of claims.

Clause 30

Codes of conduct, conventions or agreements

Zurich shall inform the policyholder and the insured about its commitment to the code of conduct, convention or agreement between Insurers with regard to the settlement of claims, namely, which ensure speedier procedures, identifying the respective subscribers as well as providing any clarifications required or appropriate for a proper understanding of its application.

Clause 31

Right of recourse of Zurich

Once the compensation has been settled, Zurich only has right of recourse:

- a) Against the party who caused the accident who caused it intentionally;
- b) Against any perpetrators and the accomplices of theft, robbery or unauthorised use of the vehicle which caused the accident, as well as, in subsidiary fashion, against the driver of the vehicle which is the object of said crimes which should be aware of them and who caused the accident;
- c) Against the driver when the latter has caused the accident and has driven with an alcohol level greater than that allowed by law or tested positive for narcotics or other drugs or toxic products;
- d) Against the driver, if he is not legally qualified, or when he has abandoned the accident victim;
- e) Against the party liable for third-party damage owing to the falling of a load deriving from its poor packing;
- f) Against the non-complying party with the obligation to take out garage owner's third party liability insurance;
- g) If the vehicle is being kept by the garage owner, against the party with third party liability for any damages caused owing to use of the vehicle outside the remit of the professional activity of the garage owner;
- h) If the vehicle is being kept by the garage owner, and in subsidiary fashion to the right foreseen in sub-paragraph b), against the party liable for safekeeping whose negligence has caused the crime of theft, robbery or unauthorised use of the vehicle which caused the accident;
- i) Against the party liable for third-party damage owing to the use or driving of vehicles which fail to meet legal obligations of a technical nature pertaining to the condition and safety of the vehicle, insofar as the accident has been caused or exacerbated by the malfunctioning of the vehicle;
- j) In particular, with regard to that foreseen in the previous sub-paragraph above, against the party liable for the presentation of the vehicle to a periodic inspection who, under the insurance contract, has breached the periodic renewal obligation of said presentation, insofar as the accident has been caused or exacerbated by the malfunctioning of the vehicle.

Chapter VIII

Bonuses or increases owing to accidents

Clause 32

Bonuses or increased premiums owing to accidents

1. Any bonuses owing to the absence of claims and increased premiums owing to accidents and (bonus/malus) are subject to the provisions of the table and provisions set out in the annex to these General conditions.

2. For the purposes of applying the bonus/malus regime, this only pertains to claims which have given rise to the payment of compensation or the formation of a provision and, in the latter case, provided that Zurich has assumed the corresponding liability.

3. If a provision is formed, Zurich may suspend the awarding of a bonus during a maximum period of two years and once this period has ended, this shall be returned and the tariff situation shall be restored without the policyholder losing out in any way, if Zurich has not assumed liability vis-à-vis third parties in the meantime.

Clause 33

Insurance track record

Zurich shall submit to the policyholder a certificate pertaining to the last five years of the contractual relationship, identifying the existence or absence of any accidents involving third party liability caused by the vehicle or vehicles covered by the insurance contract:

- a) Whenever the latter so requests, and within 15 days of said request;
- b) Whenever the contract termination is on its initiative, giving 30 days' notice prior to the date thereof.

Chapter IX

Miscellaneous Provisions

Clause 34

Communications and notifications between the parties

- 1. The 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 in Portugal.
- 2. 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.
- 3. 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.
- 4. For the purposes foreseen in Chapter III, Heading II of Decree-Law no. 291/2007 of 21 August, Zurich may use any means of which there is a record if it is authorised to do so under the law.

Clause 35

Applicable Law, complaints and arbitration

- 1. This contract is subject to Portuguese law.
- 2. Complaints may be submitted under the present contract to the services of Zurich Insurance plc - Branch in 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).
- 3. In any litigation arising under this contract, there may be recourse to arbitration to be carried out under the terms of the Law.
- 4. The Alternative Litigation Settlement Centre (RAL) specialising in the insurance sector is CIMPAS - Insurance Information, Mediation and Regulation centre (available at www.cimpas.pt), which Zurich Insurance, plc adheres to in the Automobile line.

Clause 36

Venue

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

Clause 37

Omissions

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

Clause 38
Economic and Trade Sanctions

1.

All financial transactions are subject to compliance with the laws and regulations governing economic and trade sanctions in force under Portuguese law.

2.

Notwithstanding the terms contained in this contract, Zurich does not provide any insurance coverage or offer any service including, but not limited to, the acceptance of insurance 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 sanctioned persons, or if it proves impossible to maintain in accordance with the laws and regulations governing the economic and trade sanctions in force under Portuguese law.

Annex
Bonus/Malus system used by Zurich.

1. The premium corresponding to covers of:

- Third party liability;
- Impact, collision, overturning, fire, lightning and explosion and breakage of glass;
- Theft or robbery and unauthorised use;
- Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass);
- Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass
- Replacement value during the first three years - Own vehicle protection
- Replacement value during the first three years - theft or robbery and unauthorised use
- Temporary deprivation of usage;
- Total write-off – Deriving from Impact, collision, overturning, fire, lightning and explosion, theft or robbery and unauthorised use.
- Driving accompanied by instructor

This shall be increased or reduced in line with the Attached Table according to:

a) Occurrence of a claim which has given rise to payment of any compensation with regard to which the right of recourse may not be applied or, even if formally possible, Zurich has not achieved it;

b) Any occurrence giving rise to the formation of a provision for a claim provided that Zurich has specifically accepted third-party liability.

Any attempted or perpetrated act of fraud is regarded as a loss provided that it is duly proven.

2. Calculation basis

The Bonus/Malus coefficients are directly applicable to the basic commercial premium net of any surcharges and discounts.

When alterations are made to the policy which give rise to the alteration of the commercial premium, the bonus must always be corrected concurrently with the modification of the premium.

The policy bonus system shall be maintained in the event of the substitution of the insured vehicle by a vehicle of an equivalent or lower category.

3. Bonus/Malus Scale

The cover premium for:

- Third party liability;
- Impact, collision, overturning, fire, lightning and explosion and breakage of glass;
- Theft or robbery and unauthorised use;
- Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass);
- Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass
- Replacement value during the first three years - Own vehicle protection
- Replacement value during the first three years - theft or robbery and unauthorised use
- Temporary deprivation of usage;
- Total write-off – Deriving from Impact, collision, overturning, fire, lightning and explosion, theft or robbery and unauthorised use.

- Driving accompanied by instructor

This shall be adjusted with regard to each annual period in line with the scale indicated below, in accordance with the policy accident experience.

New contracts, subject to previous accident experience recorded on an Insurance Track Record or in the National Registration Plate File, shall be subject to tier 0 (zero) of the Bonus /Malus scale.

Bonus / Malus table - scale applicable to companies

Years without any claims	Tier	Coefficient	No. of Claims in the last Annual period/ Bonus - Malus Coefficient					
			0	1	2	3	≥ 4	
	10-	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	9-	5.000	4.000	5.000	5.000	5.000	5.000	Case-by-case
	8-	4.000	3.000	5.000	5.000	5.000	5.000	Case-by-case
	7-	3.000	2.300	5.000	5.000	5.000	5.000	Case-by-case
	6-	2.300	1.900	2.300	3.000	4.000	5.000	Case-by-case
	5-	1.900	1.600	2.300	3.000	4.000	5.000	Case-by-case
	4-	1.600	1.400	2.300	3.000	4.000	5.000	Case-by-case
	3-	1.400	1.200	1.900	2.300	3.000	4.000	Case-by-case
	2-	1.200	1.100	1.600	2.300	3.000	4.000	Case-by-case
	1-	1.100	1.000	1.400	1.900	2.300	3.000	Case-by-case
0	0	1.000	0.900	1.200	1.600	2.300	3.000	Case-by-case
1	1	0.900	0.800	1.100	1.400	1.900	2.300	Case-by-case
2	2	0.800	0.750	1.000	1.200	1.600	2.300	Case-by-case
3	3	0.750	0.700	0.900	1.200	1.600	2.300	Case-by-case
4	4	0.700	0.675	0.900	1.200	1.600	2.300	Case-by-case
5	5	0.675	0.650	0.800	1.100	1.400	2.300	Case-by-case
6	6	0.650	0.625	0.800	1.100	1.400	2.300	Case-by-case
7	7	0.625	0.600	0.750	1.000	1.200	2.300	Case-by-case
8	8	0.600	0.575	0.750	1.000	1.200	2.300	Case-by-case
9	9	0.575	0.550	0.700	0.900	1.200	2.300	Case-by-case
10	10	0.550	0.525	0.675	0.900	1.100	2.300	Case-by-case
11	11	0.525	0.500	0.650	0.800	1.100	2.300	Case-by-case
12	12	0.500	0.500	0.625	0.800	1.000	2.300	Case-by-case
13	13	0.500	0.500	0.600	0.800	1.000	2.300	Case-by-case
14	14	0.500	0.500	0.525	0.800	1.000	2.300	Case-by-case

Bonus / Malus table - scale applicable to private individuals

Years without any claims	Tier	Coefficient	No. of Claims in the last Annual period/ Bonus - Malus Coefficient							
			0	1	2	3	4	5	≥ 6	
	14-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	13-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	12-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	11-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	10-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	9-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	8-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	7-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	6-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	5-	5.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	4-	2.000	0.800	5.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	3-	1.500	0.800	2.000	5.000	5.000	5.000	5.000	5.000	Case-by-case
	2-	1.350	0.800	1.500	2.000	5.000	5.000	5.000	5.000	Case-by-case
	1-	1.150	0.800	1.350	1.500	2.000	5.000	5.000	5.000	Case-by-case
0	0	1.000	0.800	1.150	1.350	1.500	5.000	5.000	5.000	Case-by-case
1	1	0.800	0.700	1.000	1.150	1.500	2.000	5.000	5.000	Case-by-case
2	2	0.700	0.675	0.800	1.000	1.350	1.500	2.000	5.000	Case-by-case
3	3	0.675	0.650	0.800	1.000	1.350	1.500	2.000	5.000	Case-by-case
4	4	0.650	0.625	0.800	1.000	1.350	1.500	2.000	5.000	Case-by-case
5	5	0.625	0.600	0.700	1.000	1.350	1.500	2.000	5.000	Case-by-case
6	6	0.600	0.575	0.700	0.800	1.150	1.500	2.000	5.000	Case-by-case
7	7	0.575	0.550	0.675	0.800	1.150	1.350	1.500	5.000	Case-by-case
8	8	0.550	0.525	0.650	0.800	1.150	1.350	1.500	5.000	Case-by-case
9	9	0.525	0.500	0.625	0.700	1.000	1.150	1.350	5.000	Case-by-case
10	10	0.500	0.475	0.600	0.700	1.000	1.150	1.350	5.000	Case-by-case
11	11	0.475	0.450	0.575	0.700	1.000	1.150	1.350	5.000	Case-by-case
12	12	0.450	0.425	0.550	0.675	0.800	1.000	1.150	5.000	Case-by-case
13	13	0.425	0.400	0.525	0.650	0.800	1.000	1.150	5.000	Case-by-case
14	14	0.400	0.400	0.500	0.600	0.800	1.000	1.150	5.000	Case-by-case

Zurich Car Insurance

Compulsory third party liability insurance (part II)

The Covers included under Part II of the present conditions, notwithstanding their subscription being optional under the present contract, refer to risks subject to mandatory insurance subscription under the terms of the Law.

Clause 38 General provisions

Part II of the Compulsory third party liability insurance is subject to the provisions of the Specific conditions and the Special conditions contracted and foreseen in clause 39 and, as regards any omissions, the General conditions set out in Part I

Clause 39 Special risks of Compulsory third party liability insurance

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 Driving accompanied by instructor
- 002 Compulsory garage owner's third party liability insurance

001. Driving accompanied by instructor [Special condition 047]

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

1.1 Instructor, the person who, in the capacity of the Policyholder and/or Insured, and when using the insured vehicle, accompanies the learner driver whilst he is leaning to drive category B vehicles, in accordance with the stipulations of the Highway Code and the Legal Scheme regarding Driving Instruction provided that it meets all the following requirements:

- a) He has been qualified to drive category B vehicles for at least 10 years;
- b) He has not been sentenced for committing any highway crime or serious or very serious administrative highway offence during the last five years;
- c) Concurrently with each learner driver he is going to accompany, he has attended and passed the common road safety module, having to be accompanied by a certifying statement, issued by the director of the driving school.

2. It is specifically agreed that, under the terms, conditions and exclusions of this Special Condition, the present policy covers:

2.1 The extension, up to the limit of the sum insured specifically foreseen in the Specific conditions, to Driving accompanied by an instructor provided that the latter meets the legal regulations in force to this end, partially derogating, to this end, sub-paragraph d) of clause 31 – Right of recourse of Zurich against the driver if not legally qualified,

001.1 Driving accompanied by instructor – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

001.2 Driving accompanied by instructor – Exclusions

The exclusions foreseen in clause 5 of the General Conditions of the Policy apply.

001.3 Driving accompanied by instructor – Right of recourse

As regards liability in driving accompanied by an instructor, there is the right of recourse of the insurer against the policyholder when the legal requirements to this end are not met.

001.4 Driving accompanied by instructor – Deductible

Unless specifically agreed otherwise and determined in the Specific Conditions, the present cover is not subject to any kind of deductible.

002. Compulsory garage owner's third party liability insurance [Special condition 048]

1. Under this Special Condition, this policy covers the obligation to insure garage owner's third party liability, as well as that of any people or entities who usually carry out the manufacture, assembly or transformation, purchase and/or sale, repair, breakdown or monitoring of the smooth operation of vehicles by dint of their duties when they use said vehicles in the context of their professional activity.
2. In the event of Insurance policies carried out by people in the pay of companies that buy and sell cars provided that this has been specifically requested, the insurance also takes effect when vehicles are driven by the presumed buyer, properly licensed provided that the person who holds the driving licence indicated in the policy is at his side and provided that said vehicles are under a sale regime.

002.1. Garage Owner's Insurance – Territorial Limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

002.2. Garage Owner's Insurance - Exclusions

In addition to the exclusions foreseen in clause 5 of the General Conditions of the policy, any losses or damages are not covered which derive from accidents involving:

- a) Vehicles whose ownership registration has been recorded in the name of the insured when in accounting terms, they are deemed to be an integral part of his tangible fixed assets;
- b) Vehicles whose ownership registrations are recorded in the name of the holder of the insured licence in the context of its activity for the insured;
- c) Vehicles whose ownership registration is not recorded in the name of the insured or holder of the insured licence, when they are held or used by either on a permanent basis.

002.3. Garage Owner's Insurance - Deductible

Unless specifically agreed otherwise and determined in the Specific Conditions, the present cover is not subject to any kind of deductible.

Optional covers of automobile insurance (part III) General Provisions

Clause 40 General provisions

Optional automobile insurance is subject to the Specific conditions and the Special conditions contracted, as well as the present General Provisions of the optional car insurance covers (Part III) and, as regards anything not specifically regulated, by the General conditions of the compulsory third party liability insurance (Part I).

Clause 41 Definitions

- 1. Cost new**, recommended retail price of the insured vehicle in Portugal in the month and year of its first registration, including all the taxes and costs applicable and without any trade discounts, plus the value of any extras which are not standard if it is wished to include them in the insurance.
- 2. Total write-off**, disappearance of the insured vehicle or destruction thereof when any of the following situations occurs:
 - a) It has suffered damages which seriously affect its safety conditions;
 - b) Whose repair value is greater than 70% (seventy per cent) of its market value as at the claim date.
- 3. Partial damages**, damages caused to the insured vehicle as a result of a loss covered by the contract, which can be repaired as they do not fit into the definition of total loss.
- 4. Deductible**, The amount which, in the event of an accident, is the responsibility of the policyholder or the insured and whose amount and form of calculation are stipulated in the Specific conditions.

Clause 42 Optional covers

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 Optional Covers, to the following risks:

003. Additional covers of the Garage owner's insurance

Other third party liability covers

004. Optional third party liability

005. Family or corporate ties third party liability

Comprehensive insurance

006. Fire, Lightning and Explosion

007. Impact, collision, overturning, fire, lightning and explosion and breakage of glass

008. Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass)

009. Theft or robbery and unauthorised use

010. Catastrophic risks of nature and fall of aircraft

011. Acts of terrorism, vandalism, malicious acts or sabotage

012. Strikes, riots and public disorder

013. Total loss

Replacement value during the first three years

014. Replacement value during the first three years - fire, lightning and explosion

015. Replacement value during the first three years - impact, collision, overturning, fire, lightning and explosion and breakage of glass

016. Replacement value during the first three years - Own vehicle protection

017. Replacement value during the first three years - theft or robbery and unauthorised use

018. Replacement value during the first three years - catastrophic risks of nature and fall of

019. Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage

020. Replacement value during the first three years - Strikes, riots and public disorder

Substitution Vehicle

021. Temporary deprivation of usage

022. Substitution Vehicle owing to accident

Breakage of glass

- 023. Breakage of basic glass
- 024. General breakage of glass
- 025. Breakage of glass, make
- 026. Breakage of collection glass

Protection of occupants / people

- 027. Vehicle occupants
- 028. Vehicle occupant, only driver

Roadside assistance protection / Legal protection and defence

- 029. Roadside assistance
- 030. Roadside assistance rent-a-car
- 031. Roadside assistance for passenger transport vehicles with more than 9 seats
- 032. Roadside assistance for ambulances
- 033. Roadside assistance for funeral vehicles
- 034. Legal defence and protection

Zurich courtesy covers

- 035. Zurich courtesy guarantee – Zero deposit for rent-a-car
- 036. Zurich courtesy guarantee – Taxi service
- 037. Zurich courtesy guarantee – Substitution vehicle urgent reservations
- 038. Zurich courtesy guarantee – Car washes
- 039. Zurich courtesy guarantee – Substitution vehicle, extension of vehicle rental term
- 040. Zurich courtesy guarantee – Zurich inspection

Clause 43 Territorial Scope

1. Unless otherwise established in the Special and/or Specific conditions, the territorial limit for covers taken out in the context of the optional Covers for Automobile insurance is that stipulated in paragraphs 1 and 2, clause 3 of the compulsory third party liability insurance - Part I.

2. The territorial limit for the aforementioned covers is that defined in the Respective Special Conditions:

Comprehensive insurance

- 010. Catastrophic risks of nature and fall of aircraft
- 011. Acts of terrorism, vandalism, malicious acts or sabotage
- 012. Strikes, riots and public disorder

Replacement value during the first three years

- 018. Replacement value during the first three years - catastrophic risks of nature and fall of aircraft
- 019. Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage
- 020. Replacement value during the first three years - Strikes, riots and public disorder

Substitution Vehicle

- 021. Temporary deprivation of usage
- 022. Substitution Vehicle owing to accident

Protection of occupants / people

- 027. Vehicle occupants
- 028. Vehicle occupant, only driver

Roadside assistance protection / Legal protection and defence

- 029. Roadside assistance
- 030. Roadside assistance rent-a-car
- 031. Roadside assistance for passenger transport vehicles with more than 9 seats
- 032. Roadside assistance for ambulances
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- 037. Zurich courtesy guarantee – Substitution vehicle urgent reservations
- 038. Zurich courtesy guarantee – Car washes
- 039. Zurich courtesy guarantee – Substitution vehicle, extension of vehicle rental term
- 040. Zurich courtesy guarantee – Zurich inspection

Clause 44 General exclusions

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

- a) Damages caused intentionally by the policyholder, insured or by people for whom they have third party liability;
 - b) Claims in which the vehicle is driven by someone who is not legally qualified to this end, unless, cumulatively:
 - 1. Special condition 001 is subscribed – Driving accompanied by instructor;
 - 2. The vehicle was driven according to the Driving accompanied by instructor rules and observing all the legal requirements to this end.
 - c) Claims when the driver of the insured vehicle refuses to take blood alcohol level tests or tests to detect narcotic or psychotropic substances, as well as when he voluntarily leaves the scene of a road accident before the arrival of the police authority when the latter has been called;
 - d) Claims deriving from the dementia of the vehicle driver when the latter is driving under the influence of alcohol, narcotics, other drugs or toxic products;
 - e) Accidents in the event of suicide, or attempted suicide, as well as any accidents occurring as a result of bets or challenges;
 - f) Damages caused intentionally or accidentally by the actual occupants or other people, with any objects they have wielded or thrown;
 - g) Any claims occurring in a service which is different from and riskier than that contracted under the Specific conditions;
 - h) Damages directly and exclusively caused by a defect in construction, assembly or tuning, own defect or poor upkeep of the vehicle;
 - i) Damages deriving from war, mobilisation, revolution, the enforcement of martial law or the seizing of civil or military power;
 - j) Earnings foregone or loss in benefits and profits originating from the policyholder or insured owing to the privation of use, substitution costs or depreciation of the insured vehicle or deriving from natural depreciation, wear and tear or usage;
 - k) Claims caused by the vehicle when the provisions on compulsory inspection or others pertaining to vehicle endorsement have not been met, unless proof is provided that the claim was not caused or exacerbated by the poor condition of the vehicle, nor owing to reasons related with a lack of endorsement.
 - l) Damages caused to the environment, to wit by dint of pollution or contamination of the soil, water or atmosphere.
 - m) Damages caused to the insured vehicle during loading and unloading operations of the objects carried therein.
 - n) Damages caused owing to excess or inadequate storage of cargo, transport of objects or participation in activities which may jeopardise the stability and command of the vehicle.
 - o) Damages occurring during vehicle usage at car race tracks or other closed circuits used for carrying out motorised sports.
2. Unless otherwise agreed, the following losses or damages are also excluded:
- a) When painting lettering, drawings, emblems, allegorical badges or propaganda in the insured vehicle when it has not been mentioned and valued in the policy;
 - b) In apparatus and instruments which do not come standard with the vehicle (extras), when the policy does not specifically mention each and with an indication of their respective value.
 - c) Occurring or deriving from the circulation or parking of the vehicle in restricted access areas, namely, airports, unless agreed otherwise in the Specific conditions.
 - d) Occurring or deriving from the circulation of the vehicle in forbidden access areas or places acknowledged as unsuitable for the circulation of the insured vehicle.
 - e) Occurring when the insured vehicle is being used to carry hazardous materials, regardless of whether they have been caused by the latter or the former. Hazardous materials are deemed to be, amongst others defined by law, fuels, inflammable, explosive or toxic materials. However, this exclusion may not be invoked whenever the insured vehicle is duly and legally authorised to carry hazardous materials and it is specifically indicated in the Specific Conditions that said risk has been guaranteed.
 - f) Resulting from strikes, unrest, labour disputes, riots and alterations to public order, acts of vandalism and/or actions by people with malicious intentions, acts of terrorism and/or sabotage and acts practised by any legally formed authority, owing to measures taken at the time of these occurrences to safeguard people and property.
 - g) Caused by floods, landslides, hurricanes and other violent natural upheavals, seismic and meteorological phenomena.
 - h) In and by any objects and goods carried in the insured vehicle, even when they are owned by the respective passengers.

Clause 45 Sum Insured

1. Maximum liability limits

The maximum amounts covered by Zurich are those specifically stated in the Specific Conditions.

2. The vehicle – Determination of the insured amount

Unless stated otherwise in the Specific conditions, the following rules shall apply to the present contract:

2.1. The determination of the insured amount must pertain to the following criteria:

a) New vehicles, the insured amount must pertain to their value new as defined in paragraph 1 of clause 41;

b) Used vehicles, the insured amount must pertain to the respective value new as defined in paragraph 1 of clause 41, deducting the devaluation percentage stated in the table attached to the present contract or to the amount determined by any other devaluation criterion or insurable amount, namely the use of market quotation tables, as agreed between the parties and in accordance with that specified in the Specific conditions;

c) In the months and annual periods subsequent to that of the signing of the contract, the insured amount of the vehicle is automatically updated in accordance with the devaluation table attached to the present contract or any other devaluation criterion or insurable amount, namely the use of market quotation tables, in accordance with that agreed between the parties and determined in the Specific conditions.

3. The policyholder or Zurich may agree to alter the rules set out in the paragraph above by way of a notification in writing to the other party, giving minimum notice of 60 (sixty) days prior to contract maturity.

4. Zurich may also propose to the policyholder, within the timeframe foreseen in the paragraph above, alterations to the impairment table in force or the application of a new table.

Clause 46 Damage compensation

1. Zurich may decide to repair the vehicle, to substitute it or to award compensation in cash, without prejudice to the application of the provisions of the clause below.

2. Any repairs shall be the responsibility of Zurich and carried out in such a way as to restore the damaged part of the insured vehicle to its condition prior to the claim.

3. As regard repairs requiring the replacement of parts or spare parts and the policyholder does not wish to wait too long to obtain them, Zurich is not liable for any directly or indirectly ensuing losses, being limited to the obligation to provide compensation for the cost of the parts or spare parts, based on the prices determined in the latest recommended retail price or market price table when they can be made by national industry.

Clause 47 Deductible

The deductible shall always be deducted at the time of payment of compensation even if Zurich makes it directly to the repair or any other entity.

Clause 48 Proportional Rule

Under the terms of the law, the compensation covered to compensate any damages which occur to the insured vehicle shall be calculated as follows:

1. When the market value is greater than the insured value, the policyholder shall be liable for a proportional part of the damages;

a) In the event of total loss, Zurich shall pay the sum insured, deducting, unless otherwise mutually agreed upon, the proportional amount assigned to the vehicle after the claim, here called salvage, should there be any;

b) In the event of partial loss, Zurich shall provide the policyholder with compensation for the proportional part of the damages, pertaining to the percentage of sum insured with regard to the market value of the vehicle.

2. When the market value is equal to or lower than the insured amount, Zurich shall only be liable up to the market value.

Clause 49 Compensation amount

1. In the event of total loss, the compensation amount shall pertain to the insured value as at the date of the claim, under the terms of clause 45, deducting the contractually applicable deductible and, where applicable, the amount assigned to the vehicle after the claim, herein called salvage.

2. In the event of partial loss, the repairs to be paid by Zurich shall have the limit of the maximum compensation amount foreseen in case of total loss under the terms of the paragraph above.

3. In those situations in which, by way of an agreement set out in the Specific conditions, the general rules for setting the insured amount determined in paragraph 2 of clause 45 do not apply to the contract, the proportional rule shall apply under the terms foreseen in clause 48 and in the law in force.

Clause 50 **Reduction and/or topping up of capital**

1. In the event of a claim, the compensation amount shall be deducted from the sum insured, with the latter being reduced by said sum as from the date of the claim until the annual maturity of the contract.

2. The policyholder may top up the capital by paying a supplementary premium pertaining to the capital topped up and to the time period yet to elapse until the annual maturity of the contract.

Clause 51 **Reduction and/or extinguishing of covers**

1. Either of the contracting parties may, on the next maturity date, reduce or extinguish the optional covers taken out, giving minimum notice in writing of 30 days.

2. The communication must also be sent:

- a) To the insured if he/it is a person or entity different from the policyholder;
- b) If there are any rights reserved to the people or entities identified under the terms of Clause 53.

3. The insurer reserves the right to extinguish any optional covers taken out after a succession of claims under the terms foreseen by law.

4. For the purposes of the paragraph above, there is assumed to a succession of claims when two or more claims occur during the same annual period.

Clause 52 **Contract termination owing to claim**

1. In the event of contract termination and the cancellation of the insured sum deriving from the total loss of the vehicle subject to a claim whose claim liability is attributable to third parties, the insurer shall return to the policyholder that part of the premium paid:

- a) Of the compulsory third party liability motor insurance, in accordance with point 3, clause 18 of the General conditions;
- b) Of the optional covers received proportionally to the time as from the total loss date until contract maturity;

2. In the event of contract termination and the cancellation of the insured sum deriving from the total loss of the vehicle which suffered an accident, whose claim liability lies with the policyholder or insured, the insurer shall return to the policyholder that part of the premium of the compulsory third party liability motor insurance, in accordance with that stated in point 3, clause 18 of the General conditions.

Clause 53 **Rights reserved**

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

Clause 54 **Right of recourse**

In addition to the situations foreseen in clause 31 of the compulsory third party liability motor insurance – Part I – there shall be a right of recourse of Zurich against any person or entity in all other cases in which said right may legally exist.

Clause 55 **Subrogation**

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

Zurich Car Insurance

Optional covers

003. Additional covers of the Garage owner's insurance

Other third party liability covers

004. Optional third party liability

005. Family or corporate ties third party liability

Comprehensive insurance

006. Fire, lightning and explosion

007. Impact, collision, overturning, fire, lightning and explosion and breakage of glass

008. Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass)

009. Theft or robbery and unauthorised use

010. Catastrophic risks of nature and fall of aircraft

011. Acts of terrorism, vandalism, malicious acts or sabotage

012. Strikes, riots and public disorder

013. Total loss

Replacement value during the first three years

014. Replacement value during the first three years - fire, lightning and explosion

015. Replacement value during the first three years - impact, collision, overturning, fire, lightning and explosion and breakage of glass

016. Replacement value during the first three years - Own vehicle protection

017. Replacement value during the first three years - theft or robbery and unauthorised use

018. Replacement value during the first three years - catastrophic risks of nature and fall of

019. Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage

020. Replacement value during the first three years - Strikes, riots and public disorder

Substitution Vehicle

21. Temporary deprivation of usage

22. Substitution Vehicle owing to accident

Breakage of glass

023. Breakage of basic glass

024. General breakage of glass

025. Breakage of glass, make

026. Breakage of collection glass

Protection of occupants / people

027. Vehicle occupants

028. Vehicle occupant, only driver

Roadside assistance protection / Legal protection and defence

029. Roadside assistance

030. Roadside assistance rent-a-car

031. Roadside assistance for passenger transport vehicles with more than 9 seats

032. Roadside assistance for ambulances

033. Roadside assistance for funeral vehicles

034. Legal defence and protection

Zurich courtesy covers

035. Zurich courtesy guarantee – Zero deposit for rent-a-car

036. Zurich courtesy guarantee – Taxi service

037. Zurich courtesy guarantee – Substitution vehicle urgent reservations

038. Zurich courtesy guarantee – Car washes

039. Zurich courtesy guarantee – Substitution vehicle, extension of vehicle rental term

040. Zurich courtesy guarantee – Zurich inspection

003. Additional covers of the Garage owner's insurance [Special condition 049]

1. It is specifically agreed that, under the terms, conditions and exclusions of this Special Condition, the present policy guarantees the extension of the optional covers specifically subscribed to under the present contract to:

- a) Garage owners, as well as of any people or entities that usually carry out the manufacture, assembly or transformation, purchase and/or sale, repair, breakdown or monitoring of the smooth operation of vehicles by dint of their duties when they use said vehicles in the context of their activity.
- b) In the event of Insurance policies carried out by people in the pay of companies that buy and sell cars provided that this has been specifically requested, the insurance also takes effect when vehicles are driven by the presumed buyer, properly licensed provided that the person who holds the driving licence indicated in the policy is at his side and provided that said vehicles are under a sale regime.

003.1. Additional covers of the Garage owner's insurance – Territorial Limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

003.2. Additional covers of the Garage owner's insurance - exclusions

- 1. **In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from accidents involving:**
 - a) Vehicles whose ownership registration has been recorded in the name of the insured when in accounting terms, they are deemed to be an integral part of his tangible fixed assets or of the insured licence holder;
 - b) Vehicles whose ownership registration is not recorded in the name of the insured or insured licence holder, when they are held or used by either on a permanent basis or for a purpose other than being an object of intervention in the context of the activity of the insured.

003.3. Additional covers of the Garage owner's insurance - Deductible

Unless specifically agreed otherwise and determined in the Specific Conditions, the present cover is not subject to any kind of deductible.

004. Optional third party liability insurance [Special condition 001]

- 1. It is hereby agreed that under the conditions and exclusions of this Special Condition, the present policy ensures the complementary cover of third party liability in addition to the amount legally required with regard to the obligation to insure or of that taken out for vehicles not subject to said obligation.
- 2. The sum insured is that defined in the Specific conditions and it consists of the amount pertaining to the compulsory minimum capital.

004.1 Optional third party liability - exclusions

- 1. **In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:**
 - a) Contractual third party liability;
 - b) Abandonment of the accident victim by the driver of the insured vehicle;
 - c) Damages caused to third parties as a result of a road accident deriving from theft, robbery or unauthorised use;

004.2 Optional third party liability - Deductible

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.

005. Family or corporate ties third party liability [Special condition 016]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, any damages deriving from material damages caused to people excluded by paragraphs 2(b) to (e), of clause 5 of the General Conditions are covered on an exclusive basis when they have been caused by the simultaneous, independent circulation of private light vehicles.
2. The damages included under the present cover are only those deriving from the risk of collision between vehicles.
3. For the purposes of this cover, a collision is taken to mean an crash between the vehicle and any other body in motion.

005.1 Family or corporate ties third party liability - Exclusions

1. **In addition to the exclusions foreseen in clause 5, sub-paragraphs a), f) and g) and clause 44 of the General Conditions of the policy, any losses or damages deriving from accidents involving vehicles of the same policyholder or owner in which the latter is deemed to be liable for the accident are not covered.**

005.2 Optional third party liability - Deductible

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. Fire, lightning and explosion [Special condition 003]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages to the insured vehicle as a result of fire, lightning and explosion, whether it is in motion or at a standstill, kept in a garage or anywhere else.

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

- a) **Fire**, accidental combustion, with the propagation of flames, other than a normal source of fire, although it may originate at the latter and which may be propagated by its own means.
- b) **Lightning**, atmospheric discharge occurring between the 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 vehicle.
- c) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.

006.1 Fire, Lightning and Explosion – Exclusions

1. **In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:**

- a) **In an electrical installation or appliance, provided that they are not the result of fire or explosion.**
- b) **Caused by a fire which has originated in an act or omission involving wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.**

006.2 Fire, Lightning and Explosion – Deductible

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.

007. Impact, collision, overturning, fire, lightning and explosion and breakage of glass [Special Condition 002]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages to the insured vehicle as a result of impact, collision, overturning, fire, lightning and explosion and breakage of glass.
2. For the purposes of this Special Condition, the following apply:
 - a) **Impact**, crashing against any fixed body or crash suffered by the latter when immobile.
 - b) **Collision**, crash between the vehicle and any other body in motion.
 - c) **Overturning**, accident in which the vehicle loses its normal position and which does not derive from an impact or collision.

- d) **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.
- e) **Lightning**, 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 vehicle.
- f) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.
- g) **Breakage of glass**, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.
- h) **Glass**, the glass of the windscreen, rear window and side windows, panoramic windscreens, panoramic roofs and sunroofs

007.1 Impact, collision, overturning, fire, lightning and explosion and breakage of glass - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:

- a) Those caused directly by mud or tar or other materials used to build roads;
- b) Those deriving from the poor condition of roads when this does not result in an impact, collision or overturning;
- c) To rims, inner tubes and tyres, unless they are the result of an impact, collision or overturning and when accompanied by other damages to the vehicle;
- d) In an electrical installation or appliance, provided that they are not the result of fire or explosion.
- e) Caused by a fire which has originated in an act or omission involving wilful intent or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.

Sole paragraph – the exclusion foreseen in sub-paragraph d) is derogated as regards electrical components of the motorization structure of electric vehicles

2. As regards the coverage of the breakage of glass, any scratches, loss of radiance, cracks, aesthetic defects or any other surface deteriorations are not regarded as breakage.

007.2 Impact, collision, overturning, fire, lightning and explosion and breakage of glass - Deductible

1. 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.
2. With the breakage of glass, and unless specifically agreed otherwise, the deductible shall not apply.

008. Own vehicle protection – Impact, collision, overturning, fire, lightning and explosion and breakage of glass [Special Condition 005]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages to the insured vehicle as a result of impact, collision, overturning, fire, lightning and explosion and breakage of glass **provided that it is driven by someone who has been legally qualified to drive for more than 5 (five) years.**
2. The requirement foreseen in heading 1 with regard to the requirement to be driven by someone who has been legally qualified to drive for more than 5 (five) years provided that, cumulatively:
 - a) Special condition 001 is subscribed – Driving accompanied by instructor
 - b) The vehicle was driven according to the Driving accompanied by instructor rules and observing all the legal requirements to this end.
 - c) The Instructor has been legally qualified to drive for more than five years.
3. For the purposes of this Special Condition, the following apply:
 - d) **Impact**, crashing against any fixed body or crash suffered by the latter when immobile.
 - e) **Collision**, crash between the vehicle and any other body in motion.
 - f) **Overturning**, accident in which the vehicle loses its normal position and which does not derive from an impact or collision.
 - g) **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.

- h) **Lightning**, 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 vehicle.
- i) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.
- j) **Breakage of glass**, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.
- k) **Glass**, the glass of the windscreen, rear window and side windows, panoramic windscreens, panoramic roofs and sunroofs

008.1 Own vehicle protection - impact, collision, overturning, fire, lightning and explosion and breakage of glass - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:

- a) As a result of claims in which the vehicle is driven by someone who is not legally qualified to this end or who has been licensed for less than 5 (five) years;
- b) Those caused directly by mud or tar or other materials used to build roads;
- c) Those deriving from the poor condition of roads when this does not result in an impact, collision or overturning;
- d) To rims, inner tubes and tyres, unless they are the result of an impact, collision or overturning and when accompanied by other damages to the vehicle;
- e) In an electrical installation or appliance, provided that they are not the result of fire or explosion;
- f) Caused by a fire which has originated in an act or omission involving wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.

Sole paragraph – the exclusion foreseen in sub-paragraph e) is derogated as regards electrical components of the motorization structure of electric vehicles

2. As regards the coverage of the breakage of glass, any scratches, loss of radiance, cracks, aesthetic defects or any other surface deteriorations are not regarded as breakage.

008.2 Own vehicle protection – impact, collision, overturning, fire, lightning and explosion and breakage of glass – Deductible

1. However, it is stipulated that in each accident, the deductible declared in the Specific conditions must always be deducted from the compensation incumbent upon Zurich.
2. With the breakage of glass, and unless specifically agreed otherwise, the deductible shall not apply.

009. Theft or robbery and unauthorised use; [Special condition 004]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers any losses or damages as a result of the disappearance, destruction or deterioration of the vehicle and its components (including any electrical cables for charging batteries) because of attempted, unsuccessful or successful theft, robbery or unauthorised use.
2. For the purposes of this Special Condition, the following apply:
 - a) **Theft**, misappropriation of the insured vehicle
 - b) **Unauthorised use**, use of the insured vehicle without the authorisation of the person concerned.
 - c) **Robbery**, misappropriation of the insured vehicle using violence or a threat to the physical integrity or life of the Policyholder/ Insured.

009.1 Theft or robbery and unauthorised use – Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, and unless specifically stated otherwise, the following losses or damages are not covered:

- a) Those deriving from the disappearance, destruction or deterioration of the insured vehicle which originated in or involves wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability;

b) Deriving from the disappearance, destruction, damaging or deterioration of the insured vehicle originating in, or due to the temporary abandonment of the insured vehicle, open and/or with a key in its interior, in a public space.

009.2 Theft or robbery and unauthorised use – Damage compensation

1. Should there be theft or robbery or unauthorised use, 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 and make every endeavour within his power conducive to the discovery of the vehicle and the perpetrators of the crime.

2. Should there be a theft or robbery or unauthorised use which gives rise to the disappearance of the vehicle, Zurich undertakes to pay the compensation due, once 60 (sixty) days have elapsed since the date of notification of the occurrence to the competent authority if, at the end of said period, the vehicle has not been found.

009.3 Theft or robbery and unauthorised use – Deductible

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.

010. Catastrophic risks of nature and fall of aircraft [Special Condition 006]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages caused to the insured vehicle 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 objects or trees in a radius of 5 km around the insured assets);

b) Downpours or torrential rain – Atmospheric precipitation whose intensity is greater than 10 millimetres in 10 minutes, measured on the pluviometer;

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

d) Torrent or overflow of natural or artificial water course beds;

e) Direct action of earth tremors, earthquakes, volcanic eruptions, tidal waves and underground fire and also fire resulting from these phenomena;

f) Landslides, mudslides, landslips and land subsidence;

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

h) Vibration or shock deriving from the crossing of the sound barrier by air navigation apparatus;

i) Collapse of bridges, tunnels and other engineering works.

010.1 Catastrophic risks of nature and fall of aircraft – exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

a) Rising tides, storm tides and, more generally speaking, owing to the action of these or other aquatic, natural or artificial surfaces;

b) Pollution, acid rain, salinity, radiation and radioactive or nuclear products.

010.2 Catastrophic risks of nature and fall of aircraft – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

010.3 Catastrophic risks of nature and fall of aircraft - Deductible

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

011. Acts of terrorism, vandalism, malicious acts or sabotage [Special Condition 007]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages caused to the insured vehicle as a result of:
 - a) Acts of terrorism, in other words, any crimes, acts or events regarded as such under the terms of the criminal legislation in force;
 - b) Acts of vandalism, malicious acts or sabotage;
 - c) Acts practised by any legally formed authority, on the occasion of the occurrences mentioned in a) and b), to safeguard or protect assets and people.

011.1 Acts of terrorism, vandalism, malicious acts or sabotage – Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Acts of war (whether declared or otherwise), civil war, invasion and hostilities with foreign countries;
- b) Uprising, rebellion or military coup, revolution or the seizing of power;
- c) Suspension of the ownership of insured assets on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of legal or usurped power, deriving from a constituted authority;
- d) Theft, with or without break-in, directly or indirectly related with the risks covered by this clause.

011.2 Acts of terrorism, vandalism, malicious acts or sabotage – Cancellation of guarantees

1. Zurich may cancel this cover further to the occurrence of any claim or, at any time giving prior notice of 8 (eight) days, make an alteration to the respective premium.
2. If the Policyholder fails to provide his consent in writing to the alteration to the premium, this cover shall be deemed to be null and void, without the need for any further notification, once said timeframe has elapsed.
3. Should this be the case, the Policyholder shall be entitled to receive the premium chargeback calculated in proportion and relation to the period which has not yet elapsed.

011.3 Acts of terrorism, vandalism, malicious acts or sabotage – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

011.4 Acts of terrorism, vandalism, malicious acts or sabotage – Deductible

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.

012. Strikes, riots and public disorder [Special Condition 008]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages (including those deriving from fire or explosion) directly caused to the insured vehicle:
 - a) By those people who take part in strikes, "lock-out", unrest at work, uprisings, riots and public disorder.
 - b) By any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect assets and people.

012.1 Strikes, riots and public disorder – Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Acts of war (whether declared or otherwise), civil war, invasion and hostilities with foreign countries;
- b) Uprising, rebellion or military coup, revolution or the seizing of power;
- c) Suspension of the ownership of insured assets on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of legal or usurped power, deriving from a constituted authority;

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

012.2 Strikes, riots and public disorder – Cancellation of guarantees

1. Zurich may cancel this cover further to the occurrence of any claim or, at any time giving prior notice of 8 (eight) days, make an alteration to the respective premium.
2. If the Policyholder fails to provide his consent in writing to the alteration to the premium, this cover shall be deemed to be null and void, without the need for any further notification, once said timeframe has elapsed.
3. Should this be the case, the Policyholder shall be entitled to receive the premium chargeback calculated in proportion and relation to the period which has not yet elapsed.

012.3 Strikes, riots and public disorder – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

012.4 Strikes, riots and public disorder – Deductible

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.

013. Total loss [Special Condition 011]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the total loss of the vehicle mentioned in the Specific Conditions, provided that this derives from an impact, collision, overturning, fire, lightning or explosion, theft or robbery or unauthorised use.
2. For the purposes of this cover the following definitions apply:
 - a) **Impact**, crashing against any fixed body or crash suffered by the latter when immobile.
 - b) **Collision**, crash between the vehicle and any other body in motion.
 - c) **Overturning**, accident in which the vehicle loses its normal position and which does not derive from an impact or collision.
 - d) **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.
 - e) **Lightning**, 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 vehicle.
 - f) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.
 - g) **Theft**, misappropriation of the insured vehicle.
 - h) **Unauthorised use**, use of the insured vehicle without the authorisation of the person concerned.
 - i) **Robbery**, misappropriation of the insured vehicle using violence or a threat to the physical integrity or life of the Policyholder/ Insured.

013.1 Total Loss – Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:

- a) **Those caused directly by mud or tar or other materials used to build roads;**
- b) **Those deriving from the poor condition of roads when this does not result in an impact, collision or overturning;**
- c) **To rims, inner tubes and tyres, unless they are the result of an impact, collision or overturning and when accompanied by other damages to the vehicle;**
- d) **In an electrical installation or appliance, provided that they are not the result of fire or explosion.**
- e) **Those deriving from the disappearance, destruction, damaging or deterioration of the insured vehicle which originated in an act or omission which involves wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.**

f) Deriving from the disappearance, destruction, damaging or deterioration of the insured vehicle originating in, or due to the temporary abandonment of the insured vehicle, open and/or with a key in its interior, in a public space.

Sole paragraph – the exclusion foreseen in sub-paragraph d) is derogated as regards electrical components of the motorization structure of electric vehicles

013.2 Total Loss – Damage compensation

1. Should there be theft or robbery or unauthorised use, 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 and make every endeavour within his power conducive to the discovery of the vehicle and the perpetrators of the crime.
2. Should this be the case, Zurich undertakes to pay the compensation due, once 60 (sixty) days have elapsed since the date of notification of the occurrence to the competent authorities if, at the end of said period, the vehicle has not been found.

013.3 Total Loss - Deductible

Unless specifically agreed otherwise and determined in the Specific Conditions, the present cover is not subject to any kind of deductible.

014. Replacement value during the first three years - fire, lightning and explosion [Special Condition 025]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages to the insured vehicle as a result of fire, lightning and explosion, whether it is in motion or at a standstill, kept in a garage or anywhere else.
2. For the purposes of this Special Condition, the following apply:
 - a) **Fire**, accidental combustion, with the propagation of flames, other than a normal source of fire, although it may originate at the latter and which may be propagated by its own means.
 - b) **Lightning**, atmospheric discharge occurring between the 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 vehicle.
 - c) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.
 - d) **Replacement value**, the value new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

014.1 Replacement value during the first three years - fire, lightning and explosion – Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.
2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.
3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.
4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

014.2 Replacement value during the first three years - fire, lightning and explosion - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:

- a) **In an electrical installation or appliance, provided that they are not the result of fire or explosion.**
- b) **Caused by a fire which has originated in an act or omission involving wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.**

Sole paragraph – the exclusion foreseen in sub-paragraph a) is derogated as regards electrical components of the motorization structure of electric vehicles

014.3 Replacement value during the first three years - fire, lightning and explosion - Deductible

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.

015. Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass [Special Condition 023]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages to the insured vehicle as a result of impact, collision, overturning, fire, lightning and explosion and breakage of glass.
2. For the purposes of this Special Condition, the following apply:
 - a) **Impact**, crashing against any fixed body or crash suffered by the vehicle when immobile.
 - b) **Collision**, crash between the vehicle and any other body in motion.
 - c) **Overturning**, accident in which the vehicle loses its normal position and which does not derive from an impact or collision.
 - d) **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.
 - e) **Lightning**, 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 vehicle.
 - f) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.
 - g) **Breakage of glass**, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.
 - h) **Glass**, the glass of the windscreen, rear window and side windows, panoramic windscreens, panoramic roofs and sunroofs
 - i) **Replacement value**, the value new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

015.1 Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass - Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.
2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.
3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.
4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

015.2 Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:
 - a) Those caused directly by mud or tar or other materials used to build roads;
 - b) Those deriving from the poor condition of roads when this does not result in an impact, collision or overturning;
 - c) To rims, inner tubes and tyres, unless they are the result of an impact, collision or overturning and when accompanied by other damages to the vehicle;
 - d) In an electrical installation or appliance, provided that they are not the result of fire or explosion.

e) Caused by a fire which has originated in an act or omission involving wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.

Sole paragraph – the exclusion foreseen in sub-paragraph d) is derogated as regards electrical components of the motorization structure of electric vehicles

2. As regards the coverage of the breakage of glass, any scratches, loss of radiance, cracks, aesthetic defects or any other surface deteriorations are not regarded as breakage.

015.3 Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass - Deductible

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.

With the breakage of glass, and unless specifically agreed otherwise, the deductible shall not apply.

016. Replacement value during the first three years – Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass) [Special Condition 029]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages to the insured vehicle as a result of impact, collision, overturning, fire, lightning and explosion and breakage of glass **provided that it is driven by someone who has been legally qualified to drive for more than 5 (five) years.**
2. The requirement foreseen in heading 1 with regard to the requirement to be driven by someone who has been legally qualified to drive for more than 5 (five) years provided that, cumulatively:

Special condition 001 is subscribed – Driving accompanied by instructor;

- a) The vehicle was driven according to the Driving accompanied by instructor rules and observing all the legal requirements to this end.
 - b) The Instructor has been legally qualified to drive for more than five years.
3. For the purposes of this Special Condition, the following apply:
- c) **Impact**, crashing against any fixed body or crash suffered by the vehicle when immobile.
 - d) **Collision**, crash between the vehicle and any other body in motion.
 - e) **Overturning**, accident in which the vehicle loses its normal position and which does not derive from an impact or collision.
 - 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) **Lightning**, 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 vehicle.
 - h) **Explosion**, a sudden, violent action of gas or steam pressurisation or depressurisation.
 - i) **Breakage of glass**, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.
 - j) **Glass**, the glass of the windscreen, rear window and side windows, panoramic windscreens, panoramic roofs and sunroofs
 - k) **Replacement value**, the value new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

016.1 Replacement value during the first three years – Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass) - Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.

2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.

3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.

4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

016.2 - Replacement value during the first three years – Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass) - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following losses or damages are not covered:

- a) As a result of claims in which the vehicle is driven by someone who is not legally qualified to this end or who has been licensed for less than 5 (five) years;
- b) Those caused directly by mud or tar or other materials used to build roads;
- c) Those deriving from the poor condition of roads when this does not result in an impact, collision or overturning;
- d) To rims, inner tubes and tyres, unless they are the result of an impact, collision or overturning and when accompanied by other damages to the vehicle;
- e) In an electrical installation or appliance, provided that they are not the result of fire or explosion;
- f) Caused by a fire which has originated in an act or omission involving wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability.

Sole paragraph – the exclusion foreseen in sub-paragraph e) is derogated as regards electrical components of the motorization structure of electric vehicles

2. As regards the coverage of the breakage of glass, any scratches, loss of radiance, cracks, aesthetic defects or any other surface deteriorations are not regarded as breakage.

016.3 - Replacement value during the first three years – Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass) - Deductible

- 1. 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.
- 2. With the breakage of glass, and unless specifically agreed otherwise, the deductible shall not apply.

017. Replacement value during the first three years - theft or robbery and unauthorised use [Special Condition 024]

- 1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, this policy covers any losses or damages as a result of the disappearance, destruction or deterioration of the vehicle and its components (including any electrical cables for charging batteries) because of attempted, unsuccessful or successful theft, robbery or unauthorised use.
- 2. For the purposes of this Special Condition, the following apply:
 - a) **Theft**, misappropriation of the insured vehicle.
 - b) **Robbery**, misappropriation of the insured vehicle using violence or a threat to the physical integrity or life of the Policyholder/ Insured.
 - c) **Unauthorised use**, use of the insured vehicle without the authorisation of the person concerned.
 - d) **Replacement value**, the value new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

017.1 Replacement value during the first three years - theft or robbery and unauthorised use - Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.

2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.

3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.

4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

017.2 Replacement value during the first three years - theft or robbery and unauthorised use - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, and unless specifically stated otherwise, the following losses or damages are not covered:

a) Those deriving from the disappearance, destruction or deterioration of the insured vehicle which originated in or involves wilful intent, serious misconduct or gross negligence of the Policyholder, of the Insured, of the Driver or of any people who live with them, are economically dependent on them, including employees, or by whosoever, generally speaking, has third party liability;

b) Deriving from the disappearance, destruction, damaging or deterioration of the insured vehicle originating in, or due to the temporary abandonment of the insured vehicle, open and/or with a key in its interior, in a public space.

017.3 Replacement value during the first three years - theft or robbery and unauthorised use - Damage compensation

1. Should there be theft or robbery or unauthorised use, 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 and make every endeavour within his power conducive to the discovery of the vehicle and the perpetrators of the crime.

2. Should there be a theft or robbery or unauthorised use which gives rise to the disappearance of the vehicle, Zurich undertakes to pay the compensation due, once 60 (sixty) days have elapsed since the date of notification of the occurrence to the competent authority if, at the end of said period, the vehicle has not been found.

017.4 Replacement value during the first three years - theft or robbery and unauthorised use - Deductible

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.

018. Replacement value during the first three years - catastrophic risks of nature and fall of aircraft [Special Condition 026]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages caused to the insured vehicle 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 objects or trees in a radius of 5 km around the insured assets);

b) Downpours or torrential rain – Atmospheric precipitation whose intensity is greater than 10 millimetres in 10 minutes, measured on the pluviometer;

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

d) Torrent or overflow of natural or artificial water course beds;

e) Direct action of earth tremors, earthquakes, volcanic eruptions, tidal waves and underground fire and also fire resulting from these phenomena;

f) Landslides, mudslides, landslips and land subsidence;

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

h) Vibration or shock deriving from the crossing of the sound barrier by air navigation apparatus;

i) Collapse of bridges, tunnels and other engineering works.

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

a) **Replacement value**, the value new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

018.1 Replacement value during the first three years - catastrophic risks of nature and fall of aircraft - Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.

2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.

3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.

4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

018.2 - Replacement value during the first three years - catastrophic risks of nature and fall of aircraft - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Rising tides, storm tides and, more generally speaking, owing to the action of these or other aquatic, natural or artificial surfaces;
- b) Pollution, acid rain, salinity, radiation and radioactive or nuclear products.

018.3 - Replacement value during the first three years - catastrophic risks of nature and fall of aircraft - Territorial limit

1. Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

018.4 Replacement value during the first three years - risks of nature and fall of aircraft - Deductible

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

019. Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage [Special Condition 028]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers the damages caused to the insured vehicle as a result of:

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

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

Replacement value, the value when new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

019.1 Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage - Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.

2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.

3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.

4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

019.2 Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage - Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Acts of war (whether declared or otherwise), civil war, invasion and hostilities with foreign countries;
- b) Uprising, rebellion or military coup, revolution or the seizing of power;
- c) Suspension of the ownership of insured assets on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of legal or usurped power;
- d) Theft, with or without break-in, directly or indirectly related with the risks covered by this clause.

019.3 Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage - Cancellation of covers

1. Zurich may cancel this cover further to the occurrence of any claim.

2. Zurich may, at any time, giving prior notice of 8 (eight) days, make an alteration to the respective premium. If the Policyholder fails to provide his consent in writing to the alteration to the premium, this cover shall be deemed to be null and void, without the need for any further notification, once said timeframe has elapsed. Should this be the case, the Policyholder shall be entitled to receive the premium chargeback calculated in proportion and relation to the period which has not yet elapsed.

019.4 Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage - Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

019.5 Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage - Deductible

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

020. Replacement value during the first three years - Strikes, riots and public disorder [Special Condition 027]

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

- a) By those people who take part in strikes, "lock-out", unrest at work, uprisings, riots and public disorder.
 - b) By any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect assets and people.
2. For the purposes of this Special Condition, the following apply:

Replacement value, the value when new, on the day of the claim, of a vehicle of the same make, model or type, endowed with characteristics and quality not superior to those of the insured vehicle when new.

020.1 Replacement value during the first three years - Strikes, riots and public disorder - Replacement value

1. In the event of an accident, resulting in the total loss of the insured vehicle, Zurich shall guarantee additional compensation pertaining to the difference between the Replacement value when new of the insured value and the compensation to which the Policyholder would be entitled under the terms of the General Conditions of the policy.

2. If the sum insured is lower than the Replacement value when new at the time of the claim, Zurich shall only pay the capital insured by this Special Condition, deducting the proportional value of the salvage.

3. It is incumbent upon the Policyholder to update the sum insured when alterations are made to the Replacement value when new of the vehicle. If, upon the annual maturity of the policy, the sum insured has been duly updated and pertains to the Replacement value when new of the vehicle, it shall be assumed that the updating of the sum insured is automatically carried out with regard to any increases occurring until the next maturity, without prejudice to Zurich's right to charge the premium calculated proportionally.

4. Unless agreed otherwise, the present extension to cover is only valid in the first three years of life of the insured vehicle as from the date of the respective logbook.

020.2 Replacement value during the first three years - Strikes, riots and public disorder - Exclusions

In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Acts of war (whether declared or otherwise), civil war, invasion and hostilities with foreign countries;
- b) Uprising, rebellion or military coup, revolution or the seizing of power;
- c) Suspension of the ownership of insured assets on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of legal or usurped power, deriving from a constituted authority;
- d) Theft, with or without break-in, directly or indirectly related with the risks covered by this clause.

020.3 Replacement value during the first three years - Strikes, riots and public disorder - Cancellation of covers

1. Zurich may cancel this cover further to the occurrence of any claim.
2. Zurich may, at any time, giving prior notice of 8 (eight) days, make an alteration to the respective premium.
3. If the Policyholder fails to provide his consent in writing to the alteration to the premium, this cover shall be deemed to be null and void, without the need for any further notification, once said timeframe has elapsed. Should this be the case, the Policyholder shall be entitled to receive the premium chargeback calculated in proportion and relation to the period which has not yet elapsed.

020.4 Replacement value during the first three years - Strikes, riots and public disorder - Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

020.5 Replacement value during the first three years - Strikes, riots and public disorder - Deductible

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

021. Temporary privation of use [Special Condition 009]

1. It is specifically agreed that under the terms, conditions and exclusions of this Special Condition, the present policy covers compensation for the daily amount stipulated in the Specific Conditions should any road accident have occurred or theft or robbery or unauthorised use which brings about the temporary deprivation of usage of the insured vehicle and which, concurrently, triggers any of the following covers of the contract when they have been effectively contracted, namely:

- 006. Fire, lightning and explosion
- 007. Impact, collision, overturning, fire, lightning and explosion and breakage of glass
- 008. Own vehicle protection (impact, collision, overturning, fire, lightning and explosion and breakage of glass)
- 009. Theft or robbery and unauthorised use
- 010. Catastrophic risks of nature and fall of aircraft
- 011. Acts of terrorism, vandalism, malicious acts or sabotage
- 012. Strikes, riots and public disorder
- 014. Replacement value during the first three years - fire, lightning and explosion
- 015. Replacement value during the first three years – impact, collision, overturning, fire, lightning and explosion and breakage of glass
- 016. Replacement value during the first three years - Own vehicle protection
- 017. Replacement value during the first three years - theft or robbery and unauthorised use
- 018. Replacement value during the first three years - catastrophic risks of nature and fall of
- 019. Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage
- 020. Replacement value during the first three years - Strikes, riots and public disorder

As regards the risk of theft or robbery and unauthorised use, the present cover only guarantees the period of privation of use of the vehicle as from when the latter appears damaged.

2. Alternatively to that determined in the paragraph above, the Insured or Zurich may agree that alternatively to the daily amount contracted, a substitution vehicle should be awarded for the usage privation period under the terms of the paragraph below.

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

- a) The maximum cover for the purposes of compensation is 30 days in each annual insurance period, without prejudice to the stipulations of 21.3;
- b) The vehicle usage privation period starts on the day subsequent to that on which Zurich was notified in writing about the immobilisation thereof;
- c) **Usage privation period**, the number of days technically required to repair the damages in accordance with the loss adjustment report, plus any Saturdays, Sundays and bank holidays which occur during this period, as well as the waiting time for loss adjustment and the time required for disassembly of the vehicle for quoting purposes.

d) Without prejudice to the stipulations of sub-paragraph a), in the event of the Total Loss of the insured vehicle, the usage privation period starts on the day subsequent to that on which Zurich is notified in writing about its immobilisation and it ends on the day on which its total loss is declared.

In the event that the declaration of total loss occurs on a day prior to a bank holiday or weekend, and in the event that the usage privation cover has been converted into a substitution vehicle in accordance with point 2 of the present Special Condition, the period for which this vehicle is assigned, where necessary, shall extend until the next business day.

4. The time required to dismantle the insured vehicle, stated in sub-paragraph c) above, does not include, for quoting purposes, the time period attributable to the Policyholder owing to the lack of authorisation of the latter to this end.

021.1 Temporary deprivation of usage – Exclusions

1. In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, the following compensation is not covered:

a) That deriving from vehicle breakdown;

b) When the accident results in the total loss of the vehicle;

c) Owing to accidents that occur during sports competitions, be they officially organised or private, as well as during training or as a result of bets;

d) Owing to accidents resulting from vehicle circulation with its tyres in poor condition, or whose condition is irregular in line with that determined by the Highway Code, provided that said irregularity has caused the accident;

e) Owing to any theft, robbery or unauthorised use which has not been reported to the competent authorities;

f) For the period during which the vehicle has gone missing owing to theft, robbery or unauthorised use;

g) Deriving from delays in the repair of the insured vehicle owing to running out of stocks of parts or the insufficiency of the technical resources by the garage, manufacturer and/or representative;

h) For the period pertaining to any delays attributable to the Policyholder.

021.2 Temporary deprivation of usage – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

021.3 Temporary deprivation of usage – Deductible

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.

022. Substitution vehicle owing to accident [Special Condition 013, Special Condition 014]

1. Under the terms of this Special Condition, Zurich guarantees for any people insured up to the limit stipulated in point 022.2, a substitution vehicle pursuant to that stated in the Specific Conditions.

2. This cover is effective during the period in which the vehicle is immobilised, falling between the actual date of effective immobilisation, which may or may not coincide with the date of the accident, and the date of delivery of the insured vehicle by the workshop, whereby it is in all cases understood that the latter date marks the end of the repair period.

(i) In the event of a claim, if the garage indicated by the Policyholder, owner or Zurich is not immediately available to begin the repair work, it is Zurich's responsibility to appoint an alternative garage and bear any towing costs involved.

(ii) Should the vehicle owner not accept Zurich's transfer proposal, the latter will assume liability for the number of technical repair days, adding 3 (three) business days in a maximum of 5 (five) calendar days.

(iii) It is understood that the alternative garage should always be the most appropriate and nearest one to that initially indicated, or within the same municipality.

3. It is specifically agreed that, under the terms, conditions and exclusions of this Special Condition, in the event of immobilisation of the insured vehicle owing to any accident covered by this policy, up to the limits established in Article 022.2, Zurich will place at the Insured Person's disposal a substitution vehicle in accordance with the group contracted (see 7.1 and 7.2) and indicated in the policy's Specific Conditions, provided it is available on the market, up to a maximum of:

a) 2,000 c.c., if the insured vehicle is a light passenger vehicle.

b) 2,500 c.c., if the insured vehicle is a light goods vehicle.

(iv) If the vehicle declared in the Specific Conditions is an electric or hybrid model, Zurich shall make available to the Insured Person a substitution vehicle of a classification equivalent to the group, on similar terms to those foreseen in iii., though it is not required to ensure that the substitution vehicle has electrical motorization.

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

1. Insured Person, one of the following people:

- a) the Policyholder;
- b) the Insured;
- c) the usual driver of the vehicle.

2. Insured vehicle, the vehicle identified in the Specific Conditions, as well as the caravan or trailer, when covered by the insurance contract and coupled to the vehicle at the time the event occurred, provided that they are not used for public services and fit in with one of the following classifications:

a) Light passenger and/or goods vehicle: vehicle whose gross weight is equal to or less than 3500 kg and whose capacity does not exceed 9 seats, including that of the driver.

2.1. The following are not covered by this Special Condition:

a) Taxis: light passenger rental vehicle assigned to public transport, equipped with time and distance measuring equipment (taximeter) and with its own distinguishing badges;

b) Letter A vehicles: light passenger rental vehicle assigned to public transport, not equipped with a taximeter;

c) Letter T vehicles: light passenger rental vehicle assigned to tourist transport, included in quotas set for tourist areas and run and driven by tourism drivers.

3. Accident/loss, The event or series of events resulting from one and the same cause that activates this Special Condition.

4. Towing, transfer of the insured vehicle from the scene of the accident or breakdown to the place of repair or domicile in Portugal or, alternatively, to a collection point to wait for transport.

5. Transport, transfer of the insured vehicle from the collection point, where it is being kept following towing, to the place of repair or domicile in Portugal.

6. Assistance Service, service carried out by an entity that organises and provides, on behalf of the Insurer, the covers granted under this Special Condition, whether they are of a pecuniary nature or whether they involve the rendering of services.

7. Rent-A-Car Vehicles/ Groups, for the purposes of this Special Condition, the following groups are considered:

7.1. Light Passenger Vehicles with gross weight of up to 3,500 kg:

- a) Vehicle with engine capacity equal to or lower than 1,100 c.c. (group A/B)
- b) Vehicle with an engine capacity between 1,100 and 1,200 cc (group C)
- c) Vehicle with an engine capacity between 1,200 and 1,400 cc (group D)
- d) Vehicle with an engine capacity between 1,400 and 1,600 cc (group E)
- e) Vehicle with an engine capacity between 1,600 and 1,800 cc (group F)
- f) Vehicle with an engine capacity between 1,800 and 2,000 cc (group H)

7.2. Light Goods Vehicles with gross weight of up to 3,500 kg:

- a) Vehicle with engine capacity equal to or lower than 1,700 c.c. (group M1)
- b) Vehicle with an engine capacity between 1,700 and 1,900 cc (group M2)
- c) Vehicle with an engine capacity between 1,900 and 2,500 cc (group M3)

8. Immobilisation, impossibility of circulation of insured vehicle owing to claim covered by the policy.

9. Immobilisation date, date as from which there has been an impossibility of circulation of the insured vehicle owing to a claim covered by the policy.

10. Repair start date, date on which the insured vehicle begins to be repaired by the garage.

11. Date of recovery of stolen or robbed vehicle, the date as from which a stolen or robbed vehicle is returned to the Policyholder/Insured Person or is placed at their disposal in Portugal.

022.1 Substitution vehicle in the event of an accident – Territorial limit

1. This insurance is valid in mainland Portugal and the Autonomous Regions of Madeira and the Azores, meaning that the substitution vehicles provided will be limited in circulation to the territory of Portugal.
2. Nevertheless, in the event of an accident abroad, once the insured vehicle is brought back to Portugal, the terms of insurance coverage defined herein will apply.

022.2 Substitution vehicle in the event of an accident – Cover limit

Once any of the policy covers pertaining to the immobilisation of the insured vehicle is triggered, it is limited to:

1. Road accident, if the event of a road accident, and up to the maximum limit of 30 days per annual period, Zurich shall assume, per claim:

- a) The period pertaining to the effective days of repair of the insured vehicle, stated in the loss adjustment report or,
- b) In the absence of the latter, the information about repair days stated in the quote drawn up by the garage and confirmed by Zurich.
- c) If the road accident results in Total Loss of the insured vehicle, Zurich will assume liability, up to a limit of 30 days per annual period, for the period corresponding to the number of days the vehicle is immobilised, up until the date of confirmation of the total loss by Zurich.
- d) Whenever any comprehensive (own damage) cover is triggered - except for Total Loss - the number of repair days stated in the expert's report will be extended by a maximum of 5 business days between the immobilisation date and the repair commencement date.

2. Theft or robbery or unauthorised use and attempted theft or robbery - In the event of theft or robbery or unauthorised use of the insured vehicle, Zurich guarantees a substitution vehicle for up to a maximum of 60 days per annum. The right to use the substitution vehicle ends on the date of recovery of the stolen or robbed vehicle, with the exception of the following situations:

- a) if the vehicle is recovered with damage, Zurich assumes liability for allocation of a substitution vehicle for the duration of the repair period indicated in the expert's report, or, failing that, for the number of repair days stated in the estimate drawn up by the garage carrying out the repair work and confirmed by Zurich;
- b) Whenever, upon confirmation of the circumstances referred to in sub-paragraph a), the vehicle is not in a roadworthy state and the Theft or Robbery cover is activated, Zurich will assume liability for allocation of a substitution vehicle for the repair period stated in the expert's report plus a maximum of 5 business days between the date of recovery and the date of commencement of the repair work;
- c) The number of days provided for in sub-paragraphs a) or b), taken together with the number of days of allocation of a substitution vehicle that the Insured Person benefits by until recovery of the vehicle may, under no circumstances, exceed a maximum of 60 days per annum and accident;
- d) If the vehicle is not recovered but Zurich assumes payment of the indemnity before the end of the maximum period provided for in the Specific Conditions, the rental period for the vehicle ends on the date of payment of the insured sum;
- e) The provisions of sub-paragraphs a) and b) apply to attempted theft or robbery up to a maximum of 30 days per annum.

3. Fire, Lightning and Explosion - In the event that the Fire, Lightning and Explosion cover is triggered, Zurich guarantees a substitution vehicle during the immobilisation period for a maximum of 30 days per annum but under no circumstances may this period exceed the number of repair days indicated in the expert's report plus 5 business days between the immobilisation date and the repair commencement date.

4. Other Covers under the Policy - In the event that any other of the policy's covers is triggered, Zurich guarantees a substitution vehicle for the immobilisation period up to a maximum of 15 days per annum but under no circumstances may the period exceed the number of repair days indicated in the expert's report plus 5 (five) business days between the immobilisation date and the repair commencement date.

022.3 Substitution vehicle owing to accident – Conditions of putting into effect of the right to the substitution vehicle

1. Zurich guarantees provision to the Insured Person of a substitution vehicle from the subscribed group up to the maximum limits provided for in this Special Condition.
2. If the type of vehicle subscribed is not available due to insufficient offer in the market, a vehicle from the category immediately above will be provided, which will be replaced in the course of the period of use of the substitution vehicle.
3. All vehicles must be collected and returned by the Insured Persons at the car rental premises indicated by the Zurich offices.
4. The substitution vehicles allocated shall have the same insurance covers as the insured vehicle in the policy, with the exception of Total Loss.
5. If the insured vehicle's policy does not cover impact, collision, rollover, fire, lightning and explosion, the substitution vehicles will be covered against these risks. In the event of an accident involving the substitution vehicle that activates the comprehensive (own damage) cover, the deductible for which the Insured Person is responsible will be:
 - a) If the insured vehicle is covered by the Impact, Collision, Overturning, Fire, Lightning and Explosion cover, equal to the amount established in the policy for the insured vehicle;

b) If the insured vehicle does not have cover of Impact, collision, overturning, fire, lightning and explosion, the amount contracted between the rent-a-car firm and Zurich, at the most 5% (five per cent) of the market value of the substitution vehicle.

6. For the purposes of collecting the substitution vehicle, the Insured Person may be required to provide a deposit or guarantee for the fuel in the vehicle's tank.

7. If the Insured Person or the person who will drive the vehicle is younger than 21 years of age or has his/her driver's licence for less than two years, he/she may be asked to provide an additional security deposit.

8. In the event that it is objectively impossible to provide a substitution vehicle or the Insured Person refuses to collect the vehicle from the rent-a-car firm indicated by Zurich, the latter is only obliged to indemnify the Insured for the daily cost he/she would have to bear for renting the vehicle it is contractually obliged to provide. Should the above impossibility or refusal cease to exist, Zurich will provide the vehicle for the remaining number of days the Insured Person is entitled to under this cover.

022.4 Substitution vehicle in the event of accident – Exclusions

1. Any immobilisations of the vehicle where policy services are not requested of Zurich and are not made with its agreement are specifically excluded from the covers of this Special Condition, as well as those resulting from:

a) Accidents reported under the window breakage cover;

b) Accidents that occur during sports competitions, be they officially organised or private, as well as during training or as a result of bets;

c) Theft or robbery or unauthorised use of the insured vehicle if the report to the relevant authorities is not made;

d) Non-acceptance of the vehicle repair criteria by the mechanics and experts working in the service of Zurich;

e) Lack of vehicle parts or components necessary for the repair, regardless of the entity responsible: garages, dealers, manufacturer or make;

f) Insufficient technical and human resources on the part of the garage carrying out the repair, and lack of availability of said garage to perform the work, should the Insured Person reject having the work done in an alternative garage proposed by Zurich;

g) The immobilisation period that passes before written communication of the event to Zurich by the Policyholder, Insured Person, driver or any other entity involved in this contract;

h) Carrying out servicing or maintenance operations;

i) General or partial repair work that do not result from an event or cause covered by this Special Condition;

j) Accidents that occur when the insured vehicle is on foreign territory.

022.5 Substitution vehicle in the event of an accident – Maximum cover limits

1. **Road accident** - A maximum of 30 days per accident and annual period.

2. **Theft or Robbery or Unauthorised Use and attempted Theft or Robbery**, no more than 60 days per claim and per annual period owing to Theft or Robbery or Unauthorised use and 30 days per claim and annual period owing to an attempted Theft or Robbery.

3. **Fire, lightning and explosion** - A maximum of 30 days per accident and annual period.

4. **Other Covers guaranteed by the Policy**, maximum of 15 days per claim and per annual period.

023. Breakage of basic glass [Special Condition 043]

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

a) **Glass**, glass is deemed to mean the windscreen, panoramic windscreens, panoramic roofs, sunroofs, rear windows and side windows of the insured vehicle;

b) **Windscreen**, laminated, tempered glass or made of some other transparent, synthetic material, fixed, placed in the front of a car between the bonnet and the sunroof, with a view to protecting the driver from dust and the action of the air;

c) **Panoramic windscreen**, a single piece of laminated or tempered glass, or made from some other transparent, synthetic material, fixed, placed in the front of a car, it may take up part or all of the sunroof structure;

d) **Panoramic roof**, laminated or tempered glass, or made from some other transparent, synthetic material, fixed, separate from the windscreen, which partially or totally replace the normal structure of the roof;

e) Sunroof, laminated or tempered glass, or made from some other synthetic material, swing or sliding, taking up part of the vehicle roof and separate from the other vehicle glass parts;

f) Rear window, laminated or tempered glass, or made from some other synthetic material, fixed, placed in the rear of a car between the roof and the boot or on the door of the boot;

g) Side windows, laminated or tempered glass, or made from some other synthetic material, placed on the sides of the vehicle, on doors or fixed structures and they may be swing, fixed or sliding.

h) Breakage, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.

i) Aesthetic defect, any situation which does not affect the structural safety of the glass or its function such as scratches, swirls and loss of radiance.

It is specifically agreed that, under the terms, conditions and exclusions of this clause, the present policy covers:

1. The repair or replacement costs and the respective expenses with installing windscreens, side windows and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of the sum insured specifically stated in the Specific conditions.**

2. The repair or replacement costs and the respective expenses of installing windscreens, panoramic roofs, sunroofs and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of the sum insured specifically stated in the Specific conditions and up to one occurrence per annum.**

Any repair, replacement and other expenses referred to in points 1 and 2 are included provided that they are performed by a specialised company that supplies and applies glass, endowed with specifications and standards that ensure the same quality of glass supplied by the manufacturer of the make of the insured vehicle.

023.1 Breakage of basic glass – Exclusions

In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

a) Defective installation or resulting from assembly or disassembly operations;

b) Aesthetic defects;

c) Damages to headlights, tail lights, turn signals, flashing lights, mirrors, decorative strips unless they are standard, corresponding accessories installed and others not specified in points 1 and 2 of this Special Condition;

d) Damages to glass on hard-tops, truck caps or similar equipment unless recorded and unless specifically agreed otherwise in the Specific Conditions on a date prior to the date of occurrence;

e) Damages to the glass on caravans, trailers or towed vehicles, unless specifically agreed otherwise in the Specific Conditions.

f) Damages to films unless duly registered in the insured vehicle's documents and unless otherwise specifically agreed in the Specific Conditions on a date prior to the date of occurrence;

g) Damages to unapproved glass;

h) Damages to any glass covered whose total amount of the repair or replacement described in points 1 and 2 of this Special Condition is greater than the market value of the insured vehicle;

i) The costs foreseen in points 1 and 2 if, after repair or replacement, the insured vehicle is not fit to go on the road;

j) Cost of repairing or replacing glass with glass supplied by the manufacturer of the insured vehicle make.

023.2 Breakage of basic glass – Deductible

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

024. Breakage of general glass [Special Condition 010]

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

a) Glass, glass is deemed to mean the windscreen, panoramic windscreens, panoramic roofs, sunroofs, rear windows and side windows of the insured vehicle;

b) Windscreen, laminated, tempered glass or made of some other transparent, synthetic material, fixed, placed in the front of a car between the bonnet and the sunroof, with a view to protecting the driver from dust and the action of the air;

c) Panoramic windscreen, a single piece of laminated or tempered glass, or made from some other transparent, synthetic material, fixed, placed in the front of a car, it may take up part or all of the sunroof structure;

d) Panoramic roof, laminated or tempered glass, or made from some other transparent, synthetic material, fixed, separate from the windscreen, which partially or totally replace the normal structure of the roof;

e) Sunroof, laminated or tempered glass, or made from some other synthetic material, swing or sliding, taking up part of the vehicle roof and separate from the other vehicle glass parts;

f) Rear window, laminated or tempered glass, or made from some other synthetic material, fixed, placed in the rear of a car between the roof and the boot or on the door of the boot;

g) Side windows, laminated or tempered glass, or made from some other synthetic material, placed on the sides of the vehicle, on doors or fixed structures and they may be swing, fixed or sliding.

h) Breakage, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.

i) Aesthetic defect, any situation which does not affect the structural safety of the glass or its function such as scratches, swirls and loss of radiance.

It is specifically agreed that, under the terms, conditions and exclusions of this clause, the present policy covers:

1. The repair or replacement costs and the respective expenses with installing windscreens, side windows and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of the sum insured specifically stated in the Specific conditions.**

2. The repair or replacement costs and the respective expenses with installing panoramic windscreens, panoramic roofs, sunroofs and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of EUR 1,500 for breakage and up to one occurrence per annum.**

Any repair, replacement and other expenses referred to in points 1 and 2 are included provided that they are performed by a specialised company that supplies and applies glass, endowed with specifications and standards that ensure the same quality of glass supplied by the manufacturer of the make of the insured vehicle.

024.1 General breakage of glass – Exclusions

In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

a) Defective installation or resulting from assembly or disassembly operations;

b) Aesthetic defects;

c) Damages to headlights, tail lights, turn signals, flashing lights, mirrors, decorative strips unless they are standard, corresponding accessories installed and others not specified in points 1 and 2 of this Special Condition;

d) Damages to glass on hard-tops, truck caps or similar equipment unless recorded and unless specifically agreed otherwise in the Specific Conditions on a date prior to the date of occurrence;

e) Damages to the glass on caravans, trailers or towed vehicles, unless specifically agreed otherwise in the Specific Conditions.

f) Damages to films unless duly registered in the insured vehicle's documents and unless otherwise specifically agreed in the Specific Conditions on a date prior to the date of occurrence;

g) Damages to unapproved glass;

h) Damages to any glass covered whose total amount of the repair or replacement described in points 1 and 2 of this Special Condition is greater than the market value of the insured vehicle;

i) The costs foreseen in points 1 and 2 if, after repair or replacement, the insured vehicle is not fit to go on the road;

j) Cost of repairing or replacing glass with glass supplied by the manufacturer of the insured vehicle make.

024.2 General breakage of glass - Deductible

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

025. Breakage of glass, make [Special Condition 033]

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

- a) Glass**, glass is deemed to mean the windscreen, panoramic windscreens, panoramic roofs, sunroofs, rear windows and side windows of the insured vehicle;
- b) Windscreen**, laminated, tempered glass or made of some other transparent, synthetic material, fixed, placed in the front of a car between the bonnet and the sunroof, with a view to protecting the driver from dust and the action of the air;
- c) Panoramic windscreen**, a single piece of laminated or tempered glass, or made from some other transparent, synthetic material, fixed, placed in the front of a car, it may take up part or all of the sunroof structure;
- d) Panoramic roof**, laminated or tempered glass, or made from some other transparent, synthetic material, fixed, separate from the windscreen, which partially or totally replace the normal structure of the roof;
- e) Sunroof**, laminated or tempered glass, or made from some other synthetic material, swing or sliding, taking up part of the vehicle roof and separate from the other vehicle glass parts;
- f) Rear window**, laminated or tempered glass, or made from some other synthetic material, fixed, placed in the rear of a car between the roof and the boot or on the door of the boot;
- g) Side windows**, laminated or tempered glass, or made from some other synthetic material, placed on the sides of the vehicle, on doors or fixed structures and they may be swing, fixed or sliding.
- h) Breakage**, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.
- i) Aesthetic defect**, any situation which does not affect the structural safety of the glass or its function such as scratches, swirls and loss of radiance.

It is specifically agreed that, under the terms, conditions and exclusions of this clause, the present policy covers:

- 1.** The repair or replacement costs and the respective expenses with installing windscreens, side windows and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of the sum insured specifically stated in the Specific conditions.**
- 2.** The repair or replacement costs and the respective expenses with installing panoramic windscreens, panoramic roofs, sunroofs and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of EUR 2,500 for breakage and up to one occurrence per annum.**

The repair, replacement and other expenses referred to in points 1 and 2 are included provided that they are made by a specialised company or concessionary garage of the make of the insured vehicle which supplies and applies glass from the manufacturer of the insured vehicle make.

025.1 Breakage of glass, make – Exclusions

In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Defective installation or resulting from assembly or disassembly operations;**
- b) Aesthetic defects;**
- c) Damages to headlights, tail lights, turn signals, flashing lights, mirrors, decorative strips unless they are standard, corresponding accessories installed and others not specified in points 1 and 2 of this Special Condition;**
- d) Damages to glass on hard-tops, truck caps or similar equipment unless recorded and unless specifically agreed otherwise in the Specific Conditions on a date prior to the date of occurrence;**
- e) Damages to the glass on caravans, trailers or towed vehicles, unless specifically agreed otherwise in the Specific Conditions.**
- f) Damages to films unless duly registered in the insured vehicle's documents and unless otherwise specifically agreed in the Specific Conditions on a date prior to the date of occurrence;**
- g) Damages to unapproved glass;**
- h) Damages to any glass covered whose total amount of the repair or replacement described in points 1 and 2 of this Special Condition is greater than the market value of the insured vehicle;**
- i) The costs foreseen in points 1 and 2 if, after repair or replacement, the insured vehicle is not fit to go on the road.**

025.2 Breakage of glass, make – Deductible

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

026. Breakage of collection glass [Special Condition 044]

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

- a) Glass**, glass is deemed to mean the windscreen, panoramic windscreens, panoramic roofs, sunroofs, rear windows and side windows of the insured vehicle;
- b) Windscreen**, laminated, tempered glass or made of some other transparent, synthetic material, fixed, placed in the front of a car between the bonnet and the sunroof, with a view to protecting the driver from dust and the action of the air;
- c) Panoramic windscreen**, a single piece of laminated or tempered glass, or made from some other transparent, synthetic material, fixed, placed in the front of a car, it may take up part or all of the sunroof structure;
- d) Panoramic roof**, laminated or tempered glass, or made from some other transparent, synthetic material, fixed, separate from the windscreen, which partially or totally replace the normal structure of the roof;
- e) Sunroof**, laminated or tempered glass, or made from some other synthetic material, swing or sliding, taking up part of the vehicle roof and separate from the other vehicle glass parts;
- f) Rear window**, laminated or tempered glass, or made from some other synthetic material, fixed, placed in the rear of a car between the roof and the boot or on the door of the boot;
- g) Side windows**, laminated or tempered glass, or made from some other synthetic material, placed on the sides of the vehicle, on doors or fixed structures and they may be swing, fixed or sliding.
- h) Breakage**, damage as a result of the total or partial breakage of glass resulting from a sudden, violent cause independent of the will of the owner, the insured or the vehicle driver.
- i) Aesthetic defect**, any situation which does not affect the structural safety of the glass or its function such as scratches, swirls and loss of radiance.

It is specifically agreed that, under the terms, conditions and exclusions of this clause, the present policy covers:

1. The repair or replacement costs and the respective expenses with installing windscreens, side windows and their accessories which are essential for the completion of the service in the insured vehicle, **up to the limit of the sum insured specifically stated in the Specific conditions.**

The repair, replacement and other expenses referred to in the previous point are included provided that they are made by a specialised company or concessionary garage of the make of the insured vehicle which supplies and applies glass from the manufacturer of the insured vehicle make.

026.1 Breakage of collection glass – Exclusions

In addition to the exclusions foreseen in clauses 5 and 44 of the General Conditions of the policy, any losses or damages are not covered which derive from:

- a) Defective installation or resulting from assembly or disassembly operations;**
- b) Aesthetic defects;**
- c) Damages to headlights, tail lights, turn signals, flashing lights, mirrors, panoramic windscreen, panoramic roof, sunroof, decorative strips unless they are standard, corresponding accessories and others not specified in point 1 of this Special Condition;**
- d) Damages to glass on hard-tops, truck caps or similar equipment unless recorded and unless specifically agreed otherwise in the Specific Conditions on a date prior to the date of occurrence;**
- e) Damages to the glass on caravans, trailers or towed vehicles, unless specifically agreed otherwise in the Specific Conditions.**
- f) Damages to films unless duly registered in the insured vehicle's documents and unless otherwise specifically agreed in the Specific Conditions on a date prior to the date of occurrence;**
- g) Damages to unapproved glass;**
- h) Damages to any glass covered whose total amount of the repair or replacement described in point 1 of this Special Condition is greater than the market value of the insured vehicle;**
- i) The costs foreseen in point 1 if, after repair or replacement, the insured vehicle is not fit to go on the road.**

026.2 Breakage of collection glass – Deductible

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

027. Vehicle occupants [Special Condition 015]

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

- a) When they are in the interior of the vehicle designated in the Specific Conditions, whether the latter is in motion or not;
- b) Entering or leaving it;
- c) When, during the course of a journey, they take part in repair or breakdown works on the insured vehicle identified in the Specific Conditions.

The covers included hereunder are valid once their assumptions have been verified:

- a) Irrespective of whether the third party liability arising out of the accident is imputable to Zurich or not.;
- b) Without prejudice to any other legitimate compensation claims by the injured occupants, either with regard to Zurich, under the terms of the Third Party Liability Motor Cover of the present contract, or with regard to liable third parties;
- c) With regard to other compensation, the cumulative nature of the compensation is recognised under the present cover, with the exception – owing to its non-cumulative nature – of any payment or reimbursement owing to expenses of treatment, repatriation, funeral, ruined clothes and/or footwear, destruction or theft of baggage.

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

- a) **Insured**, anyone whose life or physical integrity has been insured and which, for the purposes of the present Special Condition, are deemed to be everyone transported free-of-charge in the insured vehicle, including its driver.
- b) **Beneficiary**, the individual or corporate body to whom compensation is paid in the event of the death of the Insured Person.
- c) **Personal effects**, personal effects is taken to mean any baggage, clothing and footwear used on the trip by the Insured Person.
- d) **Loss**, the total or partial confirmation of the event resulting in the triggering of the coverage of the risk established by this contract. An event or series of events resulting from the same cause is considered a single loss.

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

1. Infections in which the virus has penetrated a wound deriving from an accident covered by this Special Condition;
 2. Any strains, sprains and breaks of muscles or tendons caused by a sudden exertion;
 3. Involuntary asphyxiation resulting from immersion, explosion or the unforeseen, rapid action of any gases;
 4. The consequences of lightning or electric discharges.
- e) **Permanent disability**, anatomical loss or functional impotency of members or organs, observable by objective medical observation, occurring as a result of physical injuries caused by an accident covered by present Special Condition.
 - f) **Temporary disability**, temporary physical impossibility, subject to medical observation, of an Insured Person exercising his normal daily activity, occurring as a result lesions caused by an accident covered by the present Special Condition.
 - g) **Treatment expenses**, any expenses pertaining to medical fees and hospitalisation, as well as medicines and nursing assistance which proves necessary as a result of an accident covered by the present Special Condition, as well as any transport expenses for the health unit closest to the scene of the accident or with a transfer to another more suitable health unit and also transport by a clinically appropriate means for outpatient treatment.
 - h) **Ruining of clothing and/or footwear, destruction or theft of baggage**, damage caused to the personal effects of the Insured Persons, as well as the loss or theft of the baggage as a result of a road accident owing to an impact, collision or overturning and also in the event of a fire in the light vehicle designated in the policy.

Personal effects are taken to mean any baggage, clothing and footwear used in the journey.

027.1 Vehicle occupants – Territorial limit

The covers of this Special Condition take effect all over the world.

027.2 Vehicle occupants – Risks covered

The present Special Condition covers, when contracted, the following risks:

1. Main covers:

- a) Death
- b) Permanent disability
- c) Death or permanent disability
- d) Treatment and repatriation expenses

2. Complementary covers, one of the following covers:

- e) Temporary disability
- f) Funeral costs
- g) Ruining of clothing and/or footwear, destruction or theft of baggage

3. The complementary covers may only be granted in conjunction with any of the main covers.

4. Under cover c), the risks of death and/or permanent disability cannot be combined and so if the Insured Person dies as a result of the accident, occurring during the course of 2 (two) years as from the date thereof, any compensation amount owing to permanent disability which may have been awarded or paid to him regarding the same accident shall be deducted from the compensation owing to death.

027.3 Vehicle occupants – Additional cover for the ruining of clothing and/or footwear, destruction or theft of baggage

1. When specifically stated in the Specific Conditions, the scope of the present Special Condition may be extended to the ruining of clothing and/or footwear, destruction or theft of baggage, covering any damage caused to the personal effects of the Insured Persons, as well as the loss or theft of the baggage as a result of a road accident owing to an impact, collision or overturning and also in the event of a fire in the light vehicle designated in the policy.

2. **Personal effects are taken to** mean any baggage, clothing and footwear used in the journey.

027.4 Vehicle occupants – Exclusions

Under no circumstances shall compensation be covered when it derives from:

- a) Typhoons, hurricanes, floods, tsunamis, earthquakes, cyclones and other natural upheavals;
- b) Theft, strikes and unrest, acts of terrorism and sabotage, rebellion and insurrection, revolution, civil war, invasion or war (whether declared or not), duels, fights and the consequences of crime punished by law, when the Insured, the Insured Person or the Beneficiaries have taken part therein;
- c) Any acts carried out intentionally by the Insured Person, by the Insured or by someone for whom the latter has third party liability;
- d) Dementia, state of drunkenness of the driver or of the occupants or driving of the vehicle identified in the Specific Conditions under the influence of alcohol, narcotics and drugs which have not been clinically prescribed;
- e) Any bets, challenges, contests, rallies, races or other sports' trials and their training;
- f) Driving of the vehicle identified in the Specific Conditions by someone not legally qualified to do so or the abusive possession or misuse thereof;
- g) Driving of the vehicle when the latter is entrusted to a repair workshop or garage or has been requisitioned by the authorities;
- h) Damage suffered by any passengers transported in the loading compartments of vehicles which are not duly authorized to this end;
- i) Damage suffered when the driver and/or the passenger (s) of motorcycles or equivalent (mopeds) fail to wear protective helmets;
- j) Hernias of whatsoever nature;
- k) Occurrence of nuclear risks;
- l) Damage to leather jackets, jewels, watches, gold, silver and other precious metals, money, securities, cheques, any collection or showcase, computer equipment (hardware and software) or communications, such as mobile phones and faxes, sound and image equipment, as well as travel tickets even if they are stored in the volumes going to make up the safe packing.

027.5 Vehicle occupants – Incontestability

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

027.6 Vehicle occupants – Pre-existence of disease or illness

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

027.7 Vehicle occupants – Extinguishing of the right to covers

The right to covers of the contract pertaining to the accident which has occurred during its validity is not extinguished provided that the formalities foreseen in clause 12 of the General Conditions have been complied with, even if the former has been rescinded by Zurich.

027.8 Vehicle Occupants – Obligations of the Policyholder, of the Insured and of the Beneficiary

In addition to the obligations set out in clause 27 of the General Conditions, the Policyholder, the Insured or the Insured Person are also obliged:

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

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

- a)** Comply with any medical instructions, failing which Zurich may only be liable for any consequences for the accident which would presumably have occurred if said instructions had been observed;
- b)** Undergo an examination by a physician designated by Zurich, provided that the latter so requests, with the liability of the latter ceasing should he fail to do so;
- c)** Authorise the physicians who treated him/her to provide any information which is relevant for settlement of the claim to a physician designated by the Insurer. The type of information requested shall depend on the circumstances of the accident, but they shall solely request the information required to repair the damages or about the medical history prior to the accident.

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

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

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

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

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

027.9 Vehicle occupants – Accidents

In the event of an accident covered by the present Special Condition, the Insured and the Insured Persons are cumulatively required, failing which they shall be liable for any damages, to:

- a)** Use every means within their reach to avoid the exacerbation of the consequences of the accident;

- b)** To notify Zurich about the accident in writing as soon as possible and within 8 (eight) days, stating the place, day and time, causes, consequences, witnesses of the occurrence and any other elements related with the event;
- c)** To notify the respective occurrence to the police in the event of robbery, provided that the risk of ruining the clothing and/or footwear and the destruction or theft of baggage has been covered;
- d)** To promote the sending, within 8 (eight) days after the Insured Person has been clinically assisted, of a medical statement which declares the nature of the injuries, their diagnosis, the days which may have been foreseen for temporary disability, as well as an indication of the possible permanent disability;
- e)** To communicate, within 8 (eight) days after its occurrence, the curing of the injuries, promoting the sending of a medical statement which sets out, in addition to the discharge date, the number of days during which there was temporary disability and the permanent disability percentage which may have been observed;
- f)** To comply with medical instructions;
- g)** To undergo an examination by a physician designated by Zurich;
- h)** To authorise the physicians to provide any of the information requested by Zurich;
- i)** To receive the employees of Zurich and be visited by the physicians it designates;
- j)** To provide, with any reimbursement which is applicable, all the documentary evidence of any expenses incurred with treatment;
- k)** To communicate the resumption of his activity.

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

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

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

027.10 Vehicle occupants – Compensation

1. The compensation amount payable shall be calculated in accordance with the stipulations of the Specific Conditions of the policy and awarded by Insured Person up to the maximum capacity limit in accordance with the vehicle logbook identified therein.

2. In the event that, at the time of the accident, the maximum authorised capacity for the vehicle has been exceeded, the compensation amounts set out in the Specific Conditions to be paid to each Insured Person shall be obtained on a pro rata basis of the sum insured for the maximum capacity limit according to the number of people at risk.

3. In the event of the death of the Insured Person, occurring immediately or within 2 (two) years of the accident date, Zurich shall pay the corresponding sum insured to the Beneficiary (ies) specifically designated in the policy.

3.1. The compensation owed under the terms of the previous paragraph shall be increased to twice the capital if it is proven that, at the time of the accident, the victim was wearing a seatbelt.

3.2. For occupants aged under 14, compensation for death will be limited to the amount pertaining to the funeral expenses.

4. In the event of permanent disability, clinically observed and occurring within 2 (two) years after the accident date, Zurich shall cover payment of the capital percentage stipulated in the Specific Conditions pertaining to the degree of impairment, in accordance with the impairment table which forms an integral part of this Special Condition.

4.1. When the permanent disability ascertained is equal to or greater than 50%, the compensation payable by Zurich shall be doubled.

4.2. Payment of this compensation, unless specifically stated otherwise in the Specific Conditions, shall be made to the Insured Person, except in the case of unemancipated minors, when payment shall be made to whosoever exerts parental authority.

4.3. Any injuries not listed in the impairment, even when of lesser importance, are compensated in proportion to their severity compared with that of the cases listed, without bearing in mind the profession exercised by the Insured Person.

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

4.5. Any physical defects, in any member or organ, which the Insured Person already had at the loss date, shall be taken into account when setting the degree of impairment deriving from the accident, which shall pertain to the difference between the already existing disability and that now acquired.

4.6. The partial or total functional disability of a limb or organ is considered the same as the corresponding partial or total loss.

4.7. As regards the same limb or organ, the accumulated impairments cannot exceed that which would pertain to the total loss of said limb or organ.

4.8. Whenever an accident leads to injuries in more than one limb or organ, the total compensation is obtained by adding up the value of the compensation amounts pertaining to each of the injuries, though the total may not exceed the insured amount.

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

4.10 Provided that the permanent disability ascertained is less than 50%, the compensation foreseen in paragraph 4. shall be increased by 50% if it is proven that, at the time of the accident, the victim was wearing a seatbelt.

5. In the event of temporary disability deriving from an accident which has happened during the specific activity of the Insured Person, occurring during the 180 days as from the accident date, Zurich shall pay the daily subsidy stipulated in the Specific Conditions for as long as said disability persists and for a period not exceeding 360 days.

5.1. Temporary disability is defined as the physical, temporary disability, subject to medical observation, of the Insured Person to carry out his normal activity. This disability is deemed to be divided into two degrees:

1st Degree - Absolute temporary disability

Whilst the Insured Person who carries out a paid profession is totally physically unable, this being clinically proven, to carry out his work, even if this involves instructing, managing or coordinating his subordinates, and, for an Insured Person who does not perform a paid profession, for as long as the latter is hospitalised or obliged to remain bedridden at his/her home under medical treatment.

2nd Degree - Partial temporary disability

Whilst the Insured Person who carries out a paid profession is only partially unable to carry out any work, under the conditions of the preceding subparagraph, which leads to a reduction in his earnings.

As regards anyone who does not carry out any paid profession, this type of disability does not apply, thus not being assigned the right to any subsidy for Temporary Disability as long as the circumstances cease to occur which bestow entitlement to a subsidy for absolute temporary disability (1st degree).

5.2. In the event of absolute temporary disability (1st degree), Zurich shall pay, during the maximum period of 180 days, the daily compensation stipulated in the Specific conditions. This compensation is owed as from the day immediately following the clinical assistance.

5.3. In the event of partial temporary disability (2nd degree), Zurich shall pay, during a maximum period of 360 days from the day immediately following that of the clinical assistance, or during the 180 days immediately subsequent to the day on which the absolute temporary disability has ended (1st degree), compensation of up to half that stipulated in the Specific Conditions for absolute temporary disability, based on the disability percentage stipulated by the attending physician or, where applicable, as the result of an examination carried out by a physician designated by Zurich.

5.4. Absolute temporary disability (1st degree) becomes partial temporary disability (2nd degree) in any of the following circumstances:

- a)** When an Insured Person who carries out a paid profession, although not completely cured, is not totally unable to carry out his work;
- b)** When, although the reasons which gave rise to the absolute temporary disability remain in place, the term of 180 days stipulated in paragraph 5.2. has elapsed.

5.5. Unless indicated otherwise, set out in the Specific Conditions, payment of the daily subsidy shall be made to the Insured Person.

6. Treatment and repatriation expenses - Zurich shall duly make reimbursement, up to the amount set to this end, of any expenses required to treat the injuries suffered, as well as any extraordinary repatriation expenses in transport which has been clinically recommended owing to said injuries.

6.1. Reimbursement shall be made upon submission of the documentary evidence to whosoever has demonstrated they have paid the expenses.

7. Funeral expenses - Zurich shall duly reimburse, up to the amount set to this end, any expenses incurred with the funeral of the Insured Person.

7.1. Reimbursement shall be made to whosoever proves they have paid the expenses.

8. The compensation amount pertaining to the risk of ruining clothing and/or footwear/destruction or theft of baggage, shall be calculated in line with the damages ascertained, with the limit being the amounts stipulated in the Specific Conditions.

027.11 Vehicle occupants – Beneficiary designation

1. The Policyholder/Insured or whosoever the latter indicate, designate the Beneficiary and the designation may be carried out in the policy in a written statement received by Zurich or in a will.

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

- a)** if no Beneficiary is designated, to the heirs of the Insured Person;
- b)** if the Beneficiary dies before the Insured Person, to the heirs of the former;

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

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

027.12 Vehicle occupants – Alterations to the Beneficiary

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

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

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

027.13 Vehicle occupants – People unrelated with the Benefit

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

027.14 Vehicle occupants – Interpretation of the beneficiary clause

1. The generic designation of the children of a given person as Beneficiaries, if in doubt, is assumed to refer to all the children who outlive him, as well as to any descendants of the children representing the former.

2. When the generic designation refers to the heirs or to the spouse, in case of doubt, those who are the legal heirs as at the date of death shall be regarded as such.

3. When the designation is made to the benefit of several beneficiaries, Zurich shall carry out the payment in equal parts unless:

a) In the event that the Beneficiaries are all heirs of the Insured Person in which the principles stipulated for legitimate succession are observed;

b) If one of the Beneficiaries dies first, in which his share pertains to the respective descendants.

4. The provisions of the previous paragraph do not apply when stipulated otherwise.

027.15 Vehicle occupants – Coexistence of contracts

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

2. If, as at the accident date, there is more than one insurance contract, ensuring the treatment and repatriation costs and the funeral expenses, the present policy shall only apply in the respective proportionality of the amounts insured.

027.16 Vehicle occupants – Imputation of Compensation

In the event of an accident, the Insured may require any payments made under the present Special Condition, to be used to ensure the partial or total offsetting of any compensation he has to pay to said victims owing to third party liability, in the event that there is no cover or the cover granted by an insurance policy of said type is insufficient.

027.17 Vehicle occupants – Table to serve as the basis for calculating any compensation due owing to permanent disability as a result of an accident.

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

B - Partial permanent disability

Head

Complete loss of one eye or half reduction of binocular vision	25
Total deafness	60
Complete deafness of an ear	15
Post-emotional cranial trauma syndrome, without target signal	5
Post-traumatic generalized epilepsy, one or two seizures per month, with treatment	50
Absolute Anosmia	4
Fracture of the bones of the nose or septonasal with respiratory discomfort.....	3
Total, unilateral nasal stenosis	4
Unconsolidated lower jaw fracture.....	20
- Total or near total loss of teeth: with possibility of prosthesis	10
no prosthesis possible.....	35
Complete ablation of the lower jaw	70
- Loss of substance of the skull affecting the two planks and with a maximum diameter: greater than 4 cm.....	35
greater than 2 and equal to or less than 4 cm	25
of 2 cm	15

Upper limbs and shoulders

	D	E
Clavicle fracture with clear sequelae.....	5	3
Shoulder stiffness, not very pronounced	5	3
Shoulder stiffness, forward projection and abduction not reaching 90 °	15	11
Complete loss of shoulder movement	30	25
Amputation of the arm through the upper third or complete loss of arm use	70	55
Complete loss of the use of a hand.....	60	50
Unconsolidated fracture of an arm.....	40	30
Pseudarthrosis of the two bones of the forearm	25	20
Complete loss of use of elbow movement.....	20	15
- Amputation of the thumb: losing the metacarpal	25	20
preserving the metacarpal.....	20	15
Amputation of the indicator	15	10
Amputation of the middle	8	6
Amputation of annulus.....	8	6
Amputation of the little finger	8	6
Complete loss of wrist movements.....	12	9
Pseudarthrosis of a single bone of the forearm.....	10	8
Fracture of the 1st metacarpal with sequelae that determine functional disability	4	3
Fracture of 5th metacarpal with sequelae that determine functional disability	2	1

Lower members

	%
Disarticulation of a lower limb through the joint lipo-femoral or complete loss of use of a lower limb.....	60
Amputation of the thigh by the middle third	50
Complete loss of use of one leg below the knee joint	40
Complete foot loss	40
Unconfined thigh fracture.....	45
Unconsolidated fracture of one leg	40
Partial amputation of a foot, comprising all the fingers and a part of the foot	25
Complete loss of hip movement.....	35
Complete loss of knee movement	25

Lower members	%
Complete ankylosis of the ankle in favourable position	12
Moderate cross-sectional fractures of the patella	10
- Shortening of a lower limb by:	
5 cm or more	20
3 to 5 cm	15
2 to 3 cm	10
Amputation of the big toe with your metatarsal	10
Complete loss of any toe, excluding big toe	3
 Ráquis-thorax	 %
- Fracture of the cervical spine without spinal cord injury	10
- Fracture of the dorsal or lumbar spine:	
compression with clear spinal stiffness without neurological signs	10
Cervical gurns with clear spinal stiffness	5
Dumbbells with clear spinal stiffness	5
- Fruste paraplegia, possible gait, spasmodicity dominating the paralysis	20
Root canals with irradiation (light form)	2
Isolated fracture of the sternum with little sequelae important	3
Uni-costal fracture with minor sequelae	1
Multiple rib fractures with major sequelae	8
Residues of a traumatic stroke with radiological signs	5
 Abdomen	 %
Ablation of the spleen, with haematological sequelae, without clinical manifestations	10
Nephrectomy	20
Abdominal scar of surgical intervention with eventration of 10 cm, not operable	15

028. Vehicle occupant, only driver

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

- a)** When they are in the interior of the vehicle designated in the Specific Conditions, whether the latter is in motion or not;
- b)** Entering or leaving it;
- c)** When, during the course of a journey, they take part in repair or breakdown works on the insured vehicle identified in the Specific Conditions.

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

- a) Persons Insured**, the driver of the insured vehicle at the time of the Accident, under the terms defined in the present Special Condition.
- b) Beneficiary**, the individual or corporate body to whom compensation is paid in the event of the death of the Insured Person.
- c) Personal effects**, personal effects is taken to mean any baggage, clothing and footwear used on the trip by the Insured Person.
- d) Loss**, the total or partial confirmation of the event resulting in the triggering of the coverage of the risk established by this contract. An event or series of events resulting from the same cause is considered a single loss.

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

1. Infections in which the virus has penetrated a wound deriving from an accident covered by this Special Condition;
 2. Any strains, sprains and breaks of muscles or tendons caused by a sudden exertion;
 3. Involuntary asphyxiation resulting from immersion, explosion or the unforeseen, rapid action of any gases;
 4. The consequences of lightning or electric discharges.
- e) Permanent disability**, anatomical loss or functional impotency of members or organs, observable by objective medical observation, occurring as a result of physical injuries caused by an accident covered by present Special Condition.
 - f) Temporary disability**, temporary physical impossibility, subject to medical observation, of an Insured Person exercising his normal daily activity, occurring as a result of lesions caused by an accident covered by the present Special Condition.

g) Treatment expenses, any expenses pertaining to medical fees and hospitalisation, as well as medicines and nursing assistance which proves necessary as a result of an accident covered by the present Special Condition, as well as any transport expenses for the health unit closest to the scene of the accident or with a transfer to another more suitable health unit and also transport by a clinically appropriate means for outpatient treatment.

h) Ruining of clothing and/or footwear, destruction or theft of baggage, damage caused to the personal effects of the Insured Persons, as well as the loss or theft of the baggage as a result of a road accident owing to an impact, collision or overturning and also in the event of a fire in the light vehicle designated in the policy.

Personal effects are taken to mean any baggage, clothing and footwear used in the journey.

028.1 Vehicle occupant, only driver – Territorial limit

The covers of this Special Condition take effect all over the world.

028.2 Vehicle occupant, only driver - Risks covered

The present Special Condition covers, when contracted, the following risks:

1. Main covers:

- a) Death
- b) Permanent disability
- c) Death or permanent disability
- d) Treatment and repatriation expenses

2. Complementary covers, one of the following covers:

- e) Temporary disability
- f) Funeral costs
- g) Ruining of clothing and/or footwear, destruction or theft of baggage

3. The complementary covers may only be granted in conjunction with any of the main covers.

4. Under cover c), the risks of death and/or permanent disability cannot be accumulated and so if the Insured Person dies as a result of the accident, any compensation amount owing to permanent disability which may have been awarded or paid to him regarding the same accident shall be deducted from the compensation owing to death.

028.3 Vehicle occupant, only driver – Exclusions

Under no circumstances shall compensation be covered when it derives from:

- a) Typhoons, hurricanes, floods, tsunamis, earthquakes, cyclones and other natural upheavals;**
- b) Theft, strikes and unrest, acts of terrorism and sabotage, rebellion and insurrection, revolution, civil war, invasion or war (whether declared or not), duels, fights and the consequences of crime punished by law, when the Insured, the Insured Person or the Beneficiaries have taken part therein;**
- c) Any acts carried out intentionally by the Insured Person, by the Insured or by someone for whom the latter has third party liability;**
- d) Dementia, state of drunkenness of the driver or of the occupants or driving of the vehicle identified in the Specific Conditions under the influence of alcohol, narcotics and drugs which have not been clinically prescribed;**
- e) Any bets, challenges, contests, rallies, races or other sports' trials and their training;**
- f) Driving of the vehicle identified in the Specific Conditions by someone not legally qualified to do so or the abusive possession or misuse thereof;**
- g) Driving of the vehicle when the latter is entrusted to a repair workshop or garage or has been requisitioned by the authorities;**
- h) Damage suffered by any passengers transported in the loading compartments of vehicles which are not duly authorized to this end;**
- i) Damage suffered when the driver and/or the passenger (s) of motorcycles or equivalent (mopeds) fail to wear protective helmets;**
- j) Hernias of whatsoever nature;**

k) Occurrence of nuclear risks;

l) Damage to leather jackets, jewels, watches, gold, silver and other precious metals, money, securities, cheques, any collection or showcase, computer equipment (hardware and software) or communications, such as mobile phones and faxes, sound and image equipment, as well as travel tickets even if they are stored in the volumes going to make up the safe packing.

028.4 Vehicle occupant, only driver – Incontestability

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

028.5 Vehicle occupants – Pre-existence of disease or illness

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

028.6 Vehicle occupant, only driver – Extinguishing of the right to covers

The right to covers of the contract pertaining to the accident which has occurred during its validity is not extinguished provided that the formalities foreseen in clause 12 of the General Conditions have been complied with, even if the former has been rescinded by Zurich.

028.7 Vehicle occupant, only driver – Obligations of the Policyholder, of the Insured and of the Beneficiary

In addition to the obligations set out in clause 27 of the General Conditions, the Policyholder, the Insured or the Insured Person are also obliged:

a) If there are several insurance policies covering the same risk, this communication must be made to the respective Insurers, stating the name of the others;

b) To promote the sending, within 8 (eight) days after the Insured Person has been clinically assisted, of a medical statement which declares the nature and location of the injuries, their diagnosis, the days which may have been foreseen for temporary disability, as well as an indication of the possible permanent disability;

c) To communicate, within 8 (eight) days after its occurrence, the curing of the injuries, promoting the sending of a medical statement which sets out, in addition to the discharge date, the number of days during which there was temporary disability and the permanent disability percentage which may have been observed;

d) To submit, for whatever reimbursement is applicable, the original documentation and the documentary evidence of any expenses incurred and covered by the contract.

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

a) Comply with any medical instructions, failing which Zurich may only be liable for any consequences for the accident which would presumably have occurred if said instructions had been observed;

b) Undergo an examination by a physician designated by Zurich, provided that the latter so requests, with the liability of the latter ceasing should he fail to do so;

c) Authorise the physicians who treated him/her to provide any information which is relevant for settlement of the claim to a physician designated by the Insurer. The type of information requested shall depend on the circumstances of the accident, but they shall solely request the information required to repair the damages or about the medical history prior to the accident.

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

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

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

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

a) They voluntarily and intentionally exacerbate the consequences of the accident;

b) They use fraud, simulation or any other intentional means, as well as false documents to justify their claim;

c) They use bad faith, they issue or inaccurately declared the increase in the risk, under the terms foreseen in clause 9 of the General Conditions.

028.8 Vehicle occupant, only driver – Losses

In the event of an accident covered by the present Special Condition, the Insured and the Insured Person are cumulatively required, failing which they shall be liable for any damages, to:

- a) Use every means within their reach to avoid the exacerbation of the consequences of the accident;
 - b) To notify Zurich about the accident in writing as soon as possible and within 8 (eight) days, stating the place, day and time, causes, consequences, witnesses of the occurrence and any other elements related with the event;
 - c) To notify the respective occurrence to the police in the event of robbery, provided that the risk of ruining the clothing and/or footwear and the destruction or theft of baggage has been covered;
 - d) To promote the sending, within 8 (eight) days after the Insured Person has been clinically assisted, of a medical statement which declares the nature of the injuries, their diagnosis, the days which may have been foreseen for temporary disability, as well as an indication of the possible permanent disability;
 - e) To communicate, within 8 (eight) days after its occurrence, the curing of the injuries, promoting the sending of a medical statement which sets out, in addition to the discharge date, the number of days during which there was temporary disability and the permanent disability percentage which may have been observed;
 - f) To comply with medical instructions;
 - g) To undergo an examination by a physician designated by Zurich;
 - h) Authorise the physicians who treated him to provide any information which is relevant for the settlement of the claim to a physician designated by the Insurer. The type of information requested shall depend on the circumstances of the accident, but they shall solely request the information required to repair the damages or about the medical history prior to the accident.
 - i) To receive the employees of Zurich and be visited by the physicians it designates;
 - j) To provide, with any reimbursement which is applicable, all the documentary evidence of any expenses incurred with treatment;
 - k) To communicate the resumption of his activity.
1. If the accident results in the death of any of the Insured Person, to complement the notification of the accident, a death certificate must be sent to Zurich and, when deemed necessary, any other documents which serve to clarify the accident and its consequences.
 2. If it is proven to be impossible for the Policyholder and/or Insured Person to meet any of the obligations foreseen in this contract, said obligation shall be transferred to whosoever - the Insured, the Insured or Beneficiary - can comply therewith.
 3. Any lack of truthfulness in the communications and information to Zurich will mean that the Insured or Insured Person will be subject to any ensuing responsibilities for damages.

028.9 Vehicle occupant, only driver – Compensation

1. The compensation amount payable shall have as its maximum limit the amount identified in the Specific Conditions.
2. In the event of the death of an Insured Person, Zurich shall pay the corresponding sum insured to the Beneficiary (ies) specifically designated in the policy, without prejudice to Zurich proving the causal link.
 - 2.1. In the event of death, the compensation owed under the terms of the previous paragraph shall be increased to twice the capital if it is proven that, at the time of the accident, the victim was wearing a seatbelt.
 3. In the event of permanent disability, clinically observed and occurring within 2 (two) years after the accident date, Zurich shall cover payment of the capital percentage stipulated in the Specific Conditions pertaining to the degree of impairment, in accordance with the impairment table which forms an integral part of this Special Condition.
 - 3.1. When the permanent disability ascertained is equal to or greater than 50%, the compensation payable by Zurich shall be doubled.
 - 3.2. Payment of this compensation, unless specifically stated otherwise in the Specific Conditions, shall be made to the Insured Person, except in the case of unemancipated minors, when payment shall be made to whosoever exerts parental authority.
 - 3.3. Any injuries not listed in the impairment, even when of lesser importance, are compensated in proportion to their severity compared with that of the cases listed, without bearing in mind the profession exercised by the Insured Person.
 - 3.4. If the Insured Person is left-handed, the disability percentages for the upper right limb apply to the upper left limb and vice versa.
 - 3.5. Any physical defects, in any member or organ, which the Insured Person already had at the loss date, shall be taken into account when setting the degree of impairment deriving from the accident, which shall pertain to the difference between the already existing disability and that now acquired.
 - 3.6. The partial or total functional disability of a limb or organ is considered the same as the corresponding partial or total loss.

3.7. As regards the same limb or organ, the accumulated impairments cannot exceed that which would pertain to the total loss of said limb or organ.

3.8. Whenever an accident leads to injuries in more than one limb or organ, the total compensation is obtained by adding up the value of the compensation amounts pertaining to each of the injuries, though the total may not exceed the insured amount.

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

3.10. Provided that the permanent disability ascertained is less than 50%, the compensation foreseen in paragraph 3 shall be increased by 50% if it is proven that, at the time of the accident, the victim was wearing a seatbelt.

4. In the event of temporary disability deriving from an accident which has happened during the specific activity of the Insured Person, occurring during the 180 days as from the accident date, Zurich shall pay the daily subsidy stipulated in the Specific Conditions for as long as said disability persists and for a period not exceeding 360 days.

4.1. Temporary disability is defined as the physical, temporary disability, subject to medical observation, of the Insured Person to carry out his normal activity. This disability is deemed to be divided into two degrees:

1st Degree - Absolute temporary disability

Whilst the Insured Person who carries out a paid profession is totally physically unable, this being clinically proven, to carry out his work, even if this involves instructing, managing or coordinating his subordinates, and, for an Insured Person who does not perform a paid profession, for as long as the latter is hospitalised or obliged to remain bedridden at his/her home under medical treatment.

2nd Degree - Partial temporary disability

Whilst the Insured Person who carries out a paid profession is only partially unable to carry out any work, under the conditions of the preceding subparagraph, which leads to a reduction in his earnings.

As regards anyone who does not carry out any paid profession, this type of disability does not apply, thus not being assigned the right to any subsidy for Temporary Disability as long as the circumstances cease to occur which bestow entitlement to a subsidy for absolute temporary disability (1st degree).

4.2. In the event of absolute temporary disability (1st degree), Zurich shall pay, during the maximum period of 180 days, the daily compensation stipulated in the Specific conditions. This compensation is owed as from the day immediately following the clinical assistance.

4.3. In the event of partial temporary disability (2nd degree), Zurich shall pay, during a maximum period of 360 days from the day immediately following that of the clinical assistance, or during the 180 days immediately subsequent to the day on which the absolute temporary disability has ended (1st degree), compensation of up to half that stipulated in the Specific Conditions for absolute temporary disability, based on the disability percentage stipulated by the attending physician or, where applicable, as the result of an examination carried out by a physician designated by Zurich.

4.4. Absolute temporary disability (1st degree) becomes partial temporary disability (2nd degree) in any of the following circumstances:

- a)** When an Insured Person who carries out a paid profession, although not completely cured, is not totally unable to carry out his work;
- b)** When, although the reasons which gave rise to the absolute temporary disability remain in place, the term of 180 days stipulated in paragraph 5.2. has elapsed.

4.5. Unless indicated otherwise, set out in the Specific Conditions, payment of the daily subsidy shall be made to the Insured Person.

5. Treatment and repatriation expenses - Zurich shall duly make reimbursement, up to the amount set to this end, of any expenses required to treat the injuries suffered, as well as any extraordinary repatriation expenses in transport which has been clinically recommended owing to said injuries.

5.1. Reimbursement shall be made upon submission of the documentary evidence to whosoever has demonstrated they have paid the expenses.

6. Funeral expenses - Zurich shall duly reimburse, up to the amount set to this end, any expenses incurred with the funeral of the Insured Person.

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

7. The compensation amount pertaining to the risk of ruining clothing and/or footwear/destruction or theft of baggage, shall be calculated in line with the damages ascertained, with the limit being the amounts stipulated in the Specific Conditions.

028.10 Vehicle occupant, only driver – Beneficiary designation

1. The Policyholder/Insured or whosoever the latter indicate, designate the Beneficiary and the designation may be carried out in the policy in a written statement received by Zurich or in a will.

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

- a)** if no Beneficiary is designated, to the heirs of the Insured Person;
- b)** If the Beneficiary dies before the Insured Person, to the heirs of the former;

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

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

028.11 Vehicle occupant, only driver – Alterations to the Beneficiary

1. The person who designates the beneficiary may, at any time, revoke or alter the designation, unless he has specifically waived this right.
2. In the event of the waiver of the right to revocation, if the Beneficiary adhered, the Policyholder, unless agreed otherwise, is not entitled to any reduction.
3. The power to alter the beneficiary designation ceases at the time when the Beneficiary acquires the right to pay the amounts insured.

028.12 Vehicle occupant, only driver – People unrelated with the Benefit

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

028.13 Vehicle occupant, only driver – Interpretation of the beneficiary clause

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

028.14 Vehicle occupant, only driver – Coexistence of contracts

1. The Policyholder is obliged to inform Zurich, failing which it shall be liable for damages, about the existence of any other personal accident insurance pertaining to the Insured Person.
2. If, as at the accident date, there is more than one insurance contract, ensuring the treatment and repatriation costs and the funeral expenses, the present policy shall only apply in the respective proportionality of the amounts insured.

028.15 Vehicle occupant, only driver – Imputation of compensation

In the event of an accident, the Insured may require any payments made under the present Special Condition, to be used to ensure the partial or total offsetting of any compensation he has to pay to said victims owing to third party liability, in the event that there is no cover or the cover granted by an insurance policy of said type is insufficient.

028.16 Vehicle occupants – Table to serve as the basis for calculating any compensation due owing to permanent disability as a result of an accident.

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

B - Partial permanent disability

Head

Complete loss of one eye or half reduction of binocular vision	25
Total deafness	60
Complete deafness of an ear	15
Post-emotional cranial trauma syndrome, without target signal	5
Post-traumatic generalized epilepsy, one or two seizures per month, with treatment	50
Absolute Anosmia	4
Fracture of the bones of the nose or septonasal with respiratory discomfort.....	3
Total, unilateral nasal stenosis.....	4
Unconsolidated lower jaw fracture.....	20
- Total or near total loss of teeth: with possibility of prosthesis	10
no prosthesis possible.....	35
Complete ablation of the lower jaw	70
- Loss of substance of the skull affecting the two planks and with a maximum diameter: greater than 4 cm.....	35
greater than 2 and equal to or less than 4 cm	25
of 2 cm	15

Upper limbs and shoulders

	D	E
Clavicle fracture with clear sequelae	5	3
Shoulder stiffness, not very pronounced	5	3
Shoulder stiffness, forward projection and abduction not reaching 90 °	15	11
Complete loss of shoulder movement	30	25
Amputation of the arm through the upper third or complete loss of arm use	70	55
Complete loss of the use of a hand	60	50
Unconsolidated fracture of an arm	40	30
Pseudarthrosis of the two bones of the forearm	25	20
Complete loss of use of elbow movement	20	15
- Amputation of the thumb: losing the metacarpal	25	20
preserving the metacarpal	20	15
Amputation of the indicator	15	10
Amputation of the middle	8	6
Amputation of annulus	8	6
Amputation of the little finger	8	6
Complete loss of wrist movements	12	9
Pseudarthrosis of a single bone of the forearm.....	10	8
Fracture of the 1st metacarpal with sequelae that determine functional disability	4	3
Fracture of 5th metacarpal with sequelae that determine functional disability	2	1

Lower members

	%
- Disarticulation of a lower limb by the coxo-femoral joint or complete loss of the use of a lower limb.....	60
Amputation of the thigh by the middle third	50
Complete loss of use of one leg below the knee joint.....	40
Complete foot loss	40
Unconfined thigh fracture.....	45
Unconsolidated fracture of one leg	40
Partial amputation of a foot, comprising all the fingers and a part of the foot	25
Complete loss of hip movement.....	35
Complete loss of knee movement.....	25

Lower members	%
Complete ankylosis of the ankle in favourable position	12
Moderate cross-sectional fractures of the patella	10
- Shortening of a lower limb by:	
5 cm or more	20
3 to 5 cm	15
2 to 3 cm	10
Amputation of the big toe with your metatarsal	10
Complete loss of any toe, excluding big toe	3
Ráquis-thorax	%
- Fracture of the cervical spine without spinal cord injury	10
- Fracture of the dorsal or lumbar spine:	
compression with clear spinal stiffness without neurological signs	10
Cervical gums with clear spinal stiffness	5
Dumbbells with clear spinal stiffness	5
- Fruste paraplegia, possible gait, spasmodicity dominating the	
paralysis	20
Root canals with irradiation (light form)	2
Isolated fracture of the sternum with little sequelae	
important	3
Uni-costal fracture with minor sequelae	1
Multiple rib fractures with major sequelae	8
Residues of a traumatic stroke with radiological signs	5
Abdomen	%
Ablation of the spleen, with haematological sequelae, without clinical manifestations	10
Nephrectomy	20
- Abdominal scar of surgical intervention with eventration of 10 cm, not operable	15

029. Roadside assistance [Special Condition 017, Special Condition 035, Special Condition 045, Special Condition 034, Special Condition 019]

Under the terms of this Special Condition, Zurich covers the Insured Persons, without prejudice to any rights which may be invoked under any other optional covers contracted or the rights covered under motor vehicle compulsory third party liability, up to the limit stipulated **in point 29.3**, for any assistance risks which occur during journeys which derive from:

- a) Assistance to Insured Persons;
- b) Assistance to the insured vehicle and its occupants.

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

1. Insured Persons: Insured Persons are deemed to be those whose habitual residence is in Portugal:

- a) The Policyholder, Insured and the spouse, or person in an identical situation, ascendants and descendants in the first degree or legally equivalent persons, when they cohabit with the Insured in the same household, regardless of whether they travel together or separately and regardless of the means of transport used;
- b) The insured vehicle driver on a legitimate, legally qualified basis, as well as the people transported free-of-charge in the insured vehicle except for those who are transported on a hitching basis;
- c) The workers or employees of the Policyholder and the legal representatives of the companies insured, during travel in which they use the insured vehicle as means of transport;

Sole Paragraph: Occupants transported on a hitching basis means those who ask a driver in transit for a free ride in their vehicle.

2. Insured vehicle, the insured vehicle identified in the Specific Conditions, as well as the caravan or trailer, when covered by the insurance contract and coupled to the vehicle at the time the event occurred, provided that they are not used for public services and fit in with one of the following classifications:

- a) **Mopeds:** a vehicle endowed with two or three wheels with a maximum threshold and design speed, not exceeding 45 km/h, and with engine capacity of no greater than 50 cm³;

b) Light quadricycle: a vehicle whose maximum threshold and design speed is no greater than 45 km/h, whose unladen mass does not exceed 350 kg, excluding the mass of the batteries in the electric vehicle, and with engine capacity of 50 cm³, in the case of a spark ignition engine, or whose maximum power does not exceed 4 kW, in the case of other internal combustion engines or electric motors;

c) Heavy quadricycle: a vehicle whose motor power does not exceed 15kW and whose unladen mass, excluding the mass of the batteries in the case of electric vehicles, does not exceed 400 kg or 550 kg, depending on whether it is intended, respectively, for transporting passengers or goods;

d) Motorcycle: a vehicle fitted with two wheels, with or without a side car, with a propulsion engine whose capacity exceeds 50 cm³ in the case of an internal combustion engine, or which, by design exceeds the threshold speed of 45 km/h;

e) Light passenger and/or goods vehicle: vehicle whose gross weight is equal to or less than 3500 kg and whose capacity does not exceed 9 seats, including that of the driver.

f) Light passenger and/or goods vehicle: vehicle whose gross weight is greater than 3500 kg and whose capacity does not exceed 9 seats, including that of the driver.

g) Truck: a heavy goods vehicle whose gross weight is equal to or greater than 6000 kg and whose capacity does not exceed 9 seats, including that of the driver.

h) Letter A vehicles: light passenger rental vehicle assigned to public transport which may be equipped with a taximeter.

i) Letter T vehicles: light passenger rental vehicle assigned to tourist transport, included in quotas set for tourist areas and run and driven by tourism drivers.

j) Electric vehicles – For the purposes of the Present Clauses, electric vehicles will be deemed to be both exclusively electric motorization vehicles and hybrid vehicles whose electric motorization component allows battery charging by connecting a charging cable to an external electrical energy source

The present Special Condition does not cover heavy passenger and/or goods vehicles whose capacity exceeds nine places, including the driver, intended for collective passenger transport.

3. Breakdown, A breakdown is deemed to be a failure in the operation of the insured vehicle which prevents the Insured Person from using it, with the exception of faults resulting from a lack or change of fuel or a burst or punctured tyre, without prejudice to the rights of the Insured deriving from the Roadside assistance cover option.

A breakdown is also taken to mean any situation in which there is a burst tyre and the vehicle is not prepared to transport a spare tyre, irrespective of the assistance cover option contracted.

As regards electric vehicles, a breakdown is also taken to mean total battery discharge, in such a way as to prevent circulation by its own means.

4. Towing, transfer of the unladen insured vehicle from the scene of the accident or breakdown to the place of repair or domicile in Portugal or, alternatively, to a collection point to wait for transport.

As regards electric vehicles and in the event of their battery discharge in such a way as to prevent their circulation by their own means, Zurich ensures transfer of the insured vehicle from the breakdown site to the nearest charging point.

5. Transport, transfer of the insured vehicle, unladen, from the collection point, where it is being kept further to the towing, to the place of repair or domicile in Portugal.

6. Breakdown recovery, the set of tasks to be carried out at the scene of the accident or breakdown with a view to getting the insured vehicle to work again, on a provisional or permanent basis, ensuring the appropriate safety standards. For safety reasons, the insured vehicle may have to be taken to an authorised parking area.

7. Removal or extraction, the set of tasks required to put the insured vehicle, unladen, which has had an accident involving overturning or fall from one level to another, back on the road where it was travelling, provided that this is a public or private road intended for vehicle transport.

8. Habitual residence, the place where the Insured Person habitually resides on a stable, continuous basis and where it has its household set up.

9. Assistance Service, service carried out by an entity that organises and provides, on behalf of Zurich, the covers granted under this Special Condition, whether they are of a pecuniary nature or whether they involve the rendering of services.

10. Immobilisation, impossibility of circulation of insured vehicle owing to loss covered by the policy.

11. Immobilisation date, date as from which there has been an impossibility of circulation of the insured vehicle owing to a loss covered by the policy;

12. Repair start date, date on which the insured vehicle begins to be repaired by the garage.

029.1 Roadside assistance – Territorial limit

1. The Assistance covers to those People who habitually reside in Portugal, **described in point 29.5**, are in force worldwide, except for those stated in their nos.6, 7 and 9 which are only in force outside Portuguese territory.
2. The Vehicle and its Occupants Assistance covers, including the driver, who habitually reside in Portugal, **defined in point 24.7**, are in force in Portugal, in the other countries of Europe and in the territory of the non-European countries in the Mediterranean basin (Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco), except in paragraph 4 which is only in force in Portugal;
3. The Legal Defence and Claims Abroad Covers **described in point 29.8** are in force worldwide, except in Portugal.
4. The covers of the Medical Queries and Symptoms Phone Helpline **described in point 29.9** are in force worldwide.

029.2 – Roadside assistance - Validity

Unless agreed otherwise, the guarantees provided by this policy are valid only if the Insured Persons are domiciled and have their habitual residence in Portugal and provided that they are not absent from that residence for a period of more than 90 (ninety) consecutive days owing to travel.

029.3 Roadside assistance – Covers contracted

The covers and respective maximum amounts insured by the present Special Condition, depend on the type and the covers contracted, and on the insured vehicle classification, stated in the Specific Conditions, in accordance with the tables below:

Table 1 - Guarantee of Assistance to Persons			045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
1. Medical Transport or Repatriation of the Injured and Ill	Ambulance		EUR 15,000.00	EUR 30,000.00	EUR 30,000.00	EUR 30,000.00	EUR 30,000.00
	Medical control		EUR 15,000.00	EUR 30,000.00	EUR 30,000.00	EUR 30,000.00	EUR 30,000.00
	Transfer		EUR 15,000.00	EUR 30,000.00	EUR 30,000.00	EUR 30,000.00	EUR 30,000.00
2. Accompaniment during medical transport or repatriation by someone located at the scene			EUR 1,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
3. Accompaniment by someone located at the scene of the hospitalised Insured Person	Accommodation	Per day	EUR 100	EUR 100	EUR 100	EUR 100	EUR 75
		Maximum per annual period	EUR 1,000	EUR 1,000	EUR 1,000	EUR 1,000	EUR 750
4. Return Ticket and Accommodation for a Family Member	Transport		EUR 1,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
	Accommodation	Per day	EUR 100	EUR 100	EUR 100	EUR 100	EUR 75
		Maximum per annual period	EUR 1,000	EUR 1,000	EUR 1,000	1,000	EUR 750
5. Transport or Repatriation of Accompanying Insured Persons			EUR 3,000.00	EUR 15,000.00	EUR 15,000.00	EUR 15,000.00	EUR 15,000.00
6. Extension of hotel accommodation abroad	Accommodation	Per day	EUR 100	EUR 100	EUR 100	EUR 100	EUR 75
		Maximum per annual period	EUR 1,000	EUR 1,000	EUR 1,000	EUR 1,000	EUR 750
7. Medical, Surgical Pharmaceutical and Hospitalisation Costs Abroad	Per journey	Per person	EUR 3,000	EUR 7,500	EUR 7,500	EUR 7,500	EUR 6,000
	Per journey	Moped	Not covered	Not covered	Not covered	Not covered	Not covered
		Quadricycles	Not covered	Not covered	Not covered	Not covered	Not covered
		Motorcycles	Not covered	EUR 15,000	Not covered	EUR 15,000	Not covered
		Light passenger vehicles	EUR 15,000	EUR 37,500	Not covered	EUR 37,500	Not covered
		Light goods vehicle	Not covered	EUR 22,500	Not covered	Not covered	Not covered
		Heavy > 3.5 Ton < 6 Ton	Not covered	EUR 22,500	Not covered	Not covered	Not covered
		Heavy > 6 Ton < 10 Ton	Not covered	EUR 22,500	EUR 22,500	Not covered	Not covered
		Heavy > 10 Ton < 20 Ton	Not covered	EUR 22,500	EUR 22,500	Not covered	Not covered
		Heavy > 20 Ton	Not covered	EUR 22,500	EUR 22,500	Not covered	Not covered
		Letter A	Not covered	Not covered	Not covered	Not covered	EUR 24,000
Letter T	Not covered	Not covered	Not covered	Not covered	EUR 24,000		
8. Advance of Funds in the Event of Hospitalisation Abroad	Per journey	Per person	EUR 1,500	EUR 5,000	EUR 5,000	EUR 5,000	EUR 4,000
	Per journey		EUR 5,000	EUR 20,000	EUR 20,000	EUR 20,000	EUR 16,000
9. Advance of Funds Abroad Due to Force Majeure	Per journey	Per person	Not covered	EUR 5,000	EUR 5,000	EUR 5,000	Not covered
	Per journey		Not covered	EUR 20,000	EUR 20,000	EUR 20,000	Not covered
10. Urgent sending Abroad of essential, habitually used Medications			EUR 200.00	EUR 500.00	EUR 500.00	EUR 500.00	EUR 500.00

Table 1 - Assistance Cover for Persons (cont.)			045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
11. Transport or Repatriation of the Deceased and Accompanying Insured Persons	Transport		EUR 5,000.00	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00
	Accommodation	Per day	EUR 100	EUR 100	EUR 100	EUR 100	EUR 75
		Maximum per annual period	EUR 1,000	EUR 1,000	EUR 1,000	EUR 1,000	EUR 750
12. Early Return of the Insured Person Due to Death or Illness of a Family Member in Portugal			EUR 500.00	EUR 3,000.00	EUR 3,000.00	EUR 3,000.00	EUR 3,000.00
13. Theft, robbery, loss or misplacement of baggage and/or personal belongings	Notification and sending		EUR 250.00	EUR 500.00	EUR 500.00	EUR 500.00	EUR 500.00
	Owing to theft	Of baggage	EUR 500	EUR 5,000	EUR 5,000	EUR 5,000	Not covered
		Of baggage on a regular flight	EUR 500	EUR 1,000	EUR 1,000	EUR 1,000	Not covered
14. Theft or Robbery of Money	Per journey	Per person	EUR 500	EUR 750	EUR 750	EUR 750	EUR 500
	Per journey		EUR 500	EUR 4,000	EUR 4,000	EUR 1,000	EUR 2,500
15. Transmission of Urgent Messages			EUR 50.00	EUR 100.00	EUR 100.00	EUR 100.00	EUR 100.00
16. Urgent Travel Due to Serious Accident at the Insured Person's Home			EUR 250.00	EUR 1,000.00	EUR 1,000.00	EUR 1,000.00	Not covered
17. Expenses for Hotel Accommodation upon Doctor's Recommendation	Accommodation	Per day	EUR 100	EUR 100	EUR 100	EUR 100	Not covered
		Maximum per annual period	EUR 1,000	EUR 1,000	EUR 1,000	EUR 1,000	Not covered
18. Costs for Repatriation or Transport of Insured Persons That Are Not Victims of an Accident			EUR 500.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
19. Expenses for protection of and assistance to children			EUR 500.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
20. Psychological Support in the Event of an Accident	Sessions	By accident	Not covered	10 sessions	Not covered	10 sessions	Not covered
		Per annual period	Not covered	10 sessions	Not covered	10 sessions	Not covered

Table 2 - Assistance cover to the Insured Vehicle and its Occupants.		045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)		
1. Assistance to the insured vehicle								
1.1 Towing and/or recovery of the insured Vehicle Due to Breakdown or Accident	Removal or extraction	EUR 100	EUR 250	EUR 250	EUR 250	Not covered		
	Towing	Moped	Not covered	EUR 150	Not covered	EUR 150	Not covered	
		Quadricycles	Not covered	EUR 150	Not covered	EUR 150	Not covered	
		Motorcycles	Not covered	EUR 500	Not covered	EUR 500	Not covered	
		Light passenger vehicles	EUR 125	EUR 500	Not covered	EUR 500	Not covered	
		Light goods vehicle	Not covered	EUR 500	Not covered	Not covered	Not covered	
		Heavy > 3.5 Ton < 6 Ton	Not covered	EUR 500	Not covered	Not covered	Not covered	
		Heavy > 6 Ton < 10 Ton	Not covered	EUR 500	EUR 2,500	Not covered	Not covered	
		Heavy > 10 Ton < 20 Ton	Not covered	EUR 500	EUR 2,500	Not covered	Not covered	
		Heavy > 20 Ton	Not covered	EUR 550	EUR 2,500	Not covered	Not covered	
		Letter A	Not covered	Not covered	Not covered	Not covered	EUR 500	
		Letter T	Not covered	Not covered	Not covered	Not covered	EUR 500	
		Mechanical expert	Moped	Not covered	EUR 150	Not covered	EUR 150	Not covered
			Quadricycles	Not covered	EUR 150	Not covered	EUR 150	Not covered
			Motorcycles	Not covered	EUR 500	Not covered	EUR 500	Not covered
	Light passenger vehicles		EUR 125	EUR 500	Not covered	EUR 500	Not covered	
	Light goods vehicle		Not covered	EUR 500	Not covered	Not covered	Not covered	
	Heavy > 3.5 Ton < 6 Ton		Not covered	EUR 500	Not covered	Not covered	Not covered	
	Heavy > 6 Ton < 10 Ton		Not covered	EUR 500	EUR 2,500	Not covered	Not covered	
	Heavy > 10 Ton < 20 Ton		Not covered	EUR 500	EUR 2,500	Not covered	Not covered	
	Heavy > 20 Ton		Not covered	EUR 550	EUR 2,500	Not covered	Not covered	
	Letter A		Not covered	Not covered	Not covered	Not covered	EUR 500	
	Letter T		Not covered	Not covered	Not covered	Not covered	EUR 500	
	Delay exceeding 60 minutes		Not covered	EUR 60	Not covered	Not covered	Not covered	
	1.2 Dispatch of replacement parts	EUR 500.00	EUR 1,000.00	EUR 3,000.00	EUR 3,000.00	EUR 3,000.00		

Table 2 - Assistance cover to the Insured Vehicle and its Occupants (cont.)			045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
1.3 Transport or Repatriation of the Vehicle and Collection Expenses as a result of Breakdown, Accident, Theft or Robbery	Transport or repatriation		EUR 500.00	EUR 2,500.00	EUR 10,000.00	EUR 5,000.00	EUR 5,000.00
	Alternative to abandonment		EUR 375	EUR 375	EUR 375	EUR 375	Not covered
	Collection	Moped	Not covered	EUR 100	Not covered	EUR 100	Not covered
		Quadricycles	Not covered	EUR 100	Not covered	EUR 100	Not covered
		Motorcycles	Not covered	EUR 500	Not covered	EUR 500	Not covered
		Light passenger vehicles	EUR 125	EUR 500	Not covered	EUR 500	Not covered
		Light goods vehicle	Not covered	EUR 500	Not covered	Not covered	Not covered
		Heavy > 3.5 Ton < 6 Ton	Not covered	Not covered	EUR 1,000	Not covered	Not covered
		Heavy > 6 Ton < 10 Ton	Not covered	Not covered	EUR 1,000	Not covered	Not covered
		Heavy > 10 Ton < 20 Ton	Not covered	Not covered	EUR 1,000	Not covered	Not covered
		Heavy > 20 Ton	Not covered	Not covered	EUR 1,000	Not covered	Not covered
		Letter A	Not covered	Not covered	Not covered	Not covered	EUR 225
	Letter T	Not covered	Not covered	Not covered	Not covered	EUR 225	
1.4 – Transport costs for the purpose of recovering the insured vehicle			EUR 250.00	EUR 1,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
1.5 Sending a professional driver			EUR 500.00	EUR 2,500.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
1.6 Private Driver in the Event of Physical Incapacity to drive Owing to a Road Accident			Not covered	EUR 1,000	EUR 1,000	EUR 1,000	Not covered
1.7 Wheel replacement in the event of flat or burst tyre For goods or light passenger vehicles	Puncture	Maximum per annual period	Not covered	EUR 500	Not covered	Not covered	Not covered
		Tyre per occurrence	Not covered	1	Not covered	Not covered	Not covered
	Bursting	Tyres, maximum per annual period	Not covered	2	Not covered	Not covered	Not covered
		Maximum amount per tyre	Not covered	EUR 200	Not covered	Not covered	Not covered
1.8 Lack or change of fuel	Moped		Not covered	Not covered	Not covered	Not covered	Not covered
	Quadricycles		Not covered	Not covered	Not covered	Not covered	Not covered
	Motorcycles		Not covered	Not covered	Not covered	Not covered	Not covered
	Light passenger vehicles		Not covered	EUR 500	Not covered	Not covered	Not covered
	Light goods vehicle		Not covered	EUR 500	Not covered	Not covered	Not covered
	Heavy > 3.5 Ton < 6 Ton		Not covered	Not covered	Not covered	Not covered	Not covered
	Heavy > 6 Ton < 10 Ton		Not covered	Not covered	Not covered	Not covered	Not covered
	Heavy > 10 Ton < 20 Ton		Not covered	Not covered	Not covered	Not covered	Not covered
	Heavy > 20 Ton		Not covered	Not covered	Not covered	Not covered	Not covered
	Letter A		Not covered	Not covered	Not covered	Not covered	Not covered
Letter T		Not covered	Not covered	Not covered	Not covered	Not covered	

Table 2 - Assistance cover to the Insured Vehicle and its Occupants (cont.)		045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
1.9 Loss or theft of keys and keys locked inside the insured vehicle	Loss or theft of keys	Not covered	EUR 500	Not covered	Not covered	Not covered
	Collection (maximum 2 days)	Not covered	EUR 25 per day	Not covered	Not covered	Not covered
1.10 Towing in the event of theft or robbery	Moped	Not covered	EUR 150	Not covered	EUR 150	Not covered
	Quadricycles	Not covered	EUR 150	Not covered	EUR 150	Not covered
	Motorcycles	Not covered	EUR 500	Not covered	EUR 500	Not covered
	Light passenger vehicles	EUR 125	EUR 500	Not covered	EUR 500	Not covered
	Light goods vehicle	Not covered	EUR 500	Not covered	EUR 500	Not covered
	Heavy > 3.5 Ton < 6 Ton	Not covered	EUR 500	Not covered	Not covered	Not covered
	Heavy > 6 Ton < 10 Ton	Not covered	EUR 500	EUR 1,500	Not covered	Not covered
	Heavy > 10 Ton < 20 Ton	Not covered	EUR 500	EUR 1,500	Not covered	Not covered
	Heavy > 20 Ton	Not covered	EUR 550	EUR 1,500	Not covered	Not covered
	Letter A	Not covered	Not covered	Not covered	Not covered	Not covered
Letter T	Not covered	Not covered	Not covered	Not covered	Not covered	
1.11 Assistance in locating a stolen vehicle and collection expenses	Activation of specialized rescue service	Not covered	EUR 1,000	Not covered	EUR 1,000	EUR 1,000
	Collection (after vehicle has been found)	Not covered	EUR 250	Not covered	EUR 250	EUR 250
1.12 Transport costs for animals travelling in the insured vehicle		EUR 300.00	EUR 1,000.00	EUR 1,000	Not covered	Not covered
1.13 Protection and Surveillance – Commercial Vehicles and Trucks	Maximum per day	Not covered	EUR 250	EUR 250	Not covered	Not covered
	Maximum per claim	Not covered	EUR 500	EUR 500	Not covered	Not covered
1.14 Transfer of Goods – Commercial Vehicles and Trucks		Not covered	EUR 600	EUR 600	Not covered	Not covered
2. Substitution Vehicle owing to breakdown in Portugal						
Maximum limit of 3 occurrences per annual period. Maximum of 5 days per occurrence	Moped	Not covered	Not covered	Not covered	Not covered	Not covered
	Quadricycles	Not covered	Not covered	Not covered	Not covered	Not covered
	Motorcycles	Not covered	Included	Not covered	Not covered	Not covered
	Light passenger vehicles	Not covered	Included	Not covered	Not covered	Not covered
	Light goods vehicle	Not covered	Included	Not covered	Not covered	Not covered
	Heavy > 3.5 Ton < 6 Ton	Not covered	Not covered	Not covered	Not covered	Not covered
	Heavy > 6 Ton < 10 Ton	Not covered	Not covered	Not covered	Not covered	Not covered
	Heavy > 10 Ton < 20 Ton	Not covered	Not covered	Not covered	Not covered	Not covered
	Heavy > 20 Ton	Not covered	Not covered	Not covered	Not covered	Not covered
	Letter A	Not covered	Not covered	Not covered	Not covered	Not covered
Letter T	Not covered	Not covered	Not covered	Not covered	Not covered	

Table 2 - Assistance cover to the Insured Vehicle and its Occupants (cont.)		045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
3. Assistance to the Occupants of the Insured Vehicle						
3.1 Transport, Repatriation or Continuation of Journey for Vehicle Occupants	Transport	EUR 500.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00	EUR 5,000.00
	Rental vehicle (maximum per loss)	EUR 150	EUR 250	EUR 250	EUR 250	EUR 250
3.2 – Repatriation of baggage	Per vehicle	100 Kg	100 Kg	100 Kg	100 Kg	100 Kg
3.3 Hotel accommodation expenses	Accommodation	Maximum per day	EUR 100	EUR 100	EUR 100	EUR 75
		Maximum per person	EUR 200	EUR 200	EUR 200	EUR 150
		Maximum per annual period	EUR 1,000	EUR 1,000	EUR 1,000	EUR 750
4. Transport to exhibitions						
(Vehicles which are 20 years old or more)	Maximum events per annual period	Not covered	Not covered	Not covered	2 events/year	Not covered

Table - 3 Guarantee of Legal Defence and Claims Abroad		045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
1. Penal Defence		Not covered	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00
2. Legal claims	Pecuniary repair claim for physical injury and/or material damages	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00	EUR 50,000.00
	Litigation with garage owners / repairers	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00	EUR 10,000.00	EUR 50,000.00
3. Advance of Penalty Bonds	Procedural costs	Not covered	EUR 1,000	EUR 1,000	EUR 1,000	EUR 1,750
	Provisional Release	Not covered	EUR 5,000	EUR 5,000	EUR 5,000	EUR 7,500

Table – 4 Phone Helpline for Medical Queries and Symptoms		045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
1. Phone Helpline		EUR 500.00	EUR 1,000.00	EUR 1,000.00	EUR 1,000.00	EUR 1,000.00
2. Transport		EUR 500.00	EUR 1,000.00	EUR 1,000.00	EUR 1,000.00	EUR 1,000.00

Table – 5 Sending of Professionals to Technical Services and Access Services and Comfort Services		045 (Basic)	017 (Complete)	034 (Master)	035 (Collection)	019 (Rental)
1. Technical Services (Urgent)		EUR 500.00	EUR 1,000.00	Not covered	EUR 1,000.00	Not covered
2. Technical Services (Normal)		EUR 500.00	EUR 1,000.00	Not covered	EUR 1,000.00	Not covered

029.4 – Roadside assistance - Exclusions

1. Exclusion from Obligation to Indemnify

Zurich shall not pay any services which:

- a) Have not been requested from it in advance;
- b) Have not been authorised in advance;
- c) Have not been carried out by it.

Sole Paragraph: However, benefits are covered which arise from cases of force majeure or demonstrated material impossibility.

2. Other exclusions

Zurich will also not be liable for policy services resulting from:

- a) Expenses for fuel and maintenance of the insured vehicle;
- b) Theft or robbery of the insured vehicle, its accessories, baggage and personal belongings, with the exception of the cases provided for in nos. 13 and 14 of point 29.5 and in nos. 1.3, 1.4 and 3.1 of point 29.7;
- c) Accommodation and/or boarding expenses, with the exception of those provided for in nos.3.1 and 3.3 of point 29.7.

029.5 Roadside assistance – Guarantee of assistance to people

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Medical Transport or Repatriation of the Injured and Ill

If the Insured Person gets sick or suffers from injuries subsequent to an accident, Zurich, up to the **limits stipulated in point 29.3**, shall be liable for:

- a) Any expenses incurred with transport by ambulance or any other appropriate means of transport to the nearest clinic or hospital;
- b) Control by its medical team, working in cooperation with the physician treating the injured or ill Insured Person, in order to determine the appropriate measures for the best treatment to be followed and the most appropriate means to be used in a possible transfer to another more suitable hospital or to the person's place of residence in Portugal; as well as any expenses inherent in this transfer.
- c) If the Insured Person is transferred to a hospital which is far from his home, Zurich shall also pay for his return to his home in Portugal
- d) The means of transport to be used in Europe and countries surrounding the Mediterranean, when the emergency and seriousness of the case demand it, is the special medical airplane. In other cases, the transport will be carried out by commercial airline or by any other means appropriate in the circumstances.

2. Accompaniment during medical transport or repatriation by someone located at the scene

Whenever this is recommended, and always subject to the favourable opinion of the respective clinical services, Zurich shall bear any expenses incurred with accompanying the Insured Person during the transport or repatriation foreseen in the previous paragraph by someone else located at the scene up to the limits stipulated in **point 29.3**.

3. Accompaniment by someone at the location of the hospitalised Insured Person

If an Insured Person is hospitalised and his/her state of health does not recommend immediate repatriation or return home, Zurich will bear the accommodation costs in a hotel for a family member or person of the Insured's choice, who is already at the location, to remain with the patient, up to the limit defined in **point 29.3**.

4. Return Ticket and Accommodation for a Family Member to Accompany the hospitalised Insured Person

If the Insured Person is hospitalised for a period expected to be longer than 5 (five) consecutive days and, if no other Insured Person can accompany him/her, Zurich will pay a return ticket for a family member on the most appropriate means of collective transport to visit the patient, likewise bearing the accommodation costs up to the limit defined in **point 29.3**.

5. Transport or Repatriation of Accompanying Insured Persons

In the event of repatriation or transport of one or more Insured Persons for reasons of illness or accident, in accordance with the cover provided for in item 1 of this Clause, and if that fact prevents the others from returning home by the means initially planned, Zurich will bear the transport costs for the return of said persons to their place of residence or to the location to where the transported or repatriated Insured Person is hospitalised up to the limit stated in **point 29.3**.

If the Insured Persons are younger than 15 (fifteen) years of age and do not have a family member or person of their trust to accompany them on their journey, Zurich will bear the costs of hiring a person to travel with them to their place of residence or to where the Insured Person is hospitalised.

6. Extension of Stay in Hotel Abroad

If, after the occurrence of an illness or accident, the Insured Person's state of health does not justify hospitalisation or medical transport and if that person's return journey cannot take place on the initially scheduled date or when, after occurrence of an illness or accident abroad that requires hospitalisation, the doctors prescribe a period of convalescence before the Insured Person's return journey, Zurich will bear the costs, if they arise, of the hotel accommodation of the Insured as well as of an accompanying person up to the limit defined in **point 29.3**.

7. Medical, Surgical Pharmaceutical and Hospitalisation Costs Abroad

If, as a result of illness or accident the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, Zurich shall pay, up to the limits determined by insured vehicle classification in **point 29.3**, any medical and surgical expenses and fees, the pharmaceutical expenses provided that they have been prescribed by doctors and any hospitalisation expenses.

8. Advance of Funds in the Event of Hospitalisation Abroad

In the event of hospitalisation abroad due to an injury or illness covered by the preceding guarantee that is expected to be lengthy, Zurich may make the advance payment of the amount necessary for payment of those expenses up to the limits defined in **point 29.3**.

Concurrently with the advance of funds, the Insured Person must sign a document acknowledging the debt and provide an adequate security to be defined by Zurich.

Any Insured Person who has been granted or advanced funds is required to reimburse Zurich the advance made no later than 90 days after their return.

9. Advance of Funds Abroad Due to Force Majeure

Whenever the Insured Person is abroad and, for reasons of force majeure, requires funds to meet immediate and unavoidable expenses or for the return journey to Portugal, Zurich will advance those funds up to the limit defined in **point 29.3**.

In the event of theft or robbery, prior reporting to the relevant authorities in the country where the theft takes place is indispensable. Concurrently with the advance of funds, the Insured Person must sign a document acknowledging the debt and provide an adequate security to be defined by Zurich.

All amounts paid in advance are to be returned within a maximum period of 90 (ninety) days after the advance payment date.

10. Urgent sending Abroad of essential, habitually used Medications

Zurich will bear the costs, up to the limit stated in **point 29.3**, for forwarding to the location abroad of the Insured Person the medical drugs considered indispensable habitually used by the Insured that are not available locally or do not have substitute products there.

Only the transport costs (sending) will be borne by Zurich. The Insured Person must reimburse Zurich for the medications, if the latter acquires them, and for the respective customs duties.

11. Transport or Repatriation of the Deceased and Accompanying Insured Persons

Zurich will pay, up to the limits stipulated in **point 29.3**, any expenses incurred with regard to:

- a) Zurich, in the event of the death of the Insured Person during a trip, shall pay any expenses incurred with the formalities to be carried out at the place of death of the Insured Person, as well as for transport or repatriation to the site of burial or cremation in Portugal
- b) In the event that the accompanying Insured Persons are not able to return home by the initially scheduled means at the time of death, or due to it being impossible to use the already purchased ticket, Zurich will bear the costs of return transport for these persons to the place of burial or cremation or to their habitual place of residence in Portugal.
- c) If the Insured Persons are minors younger than 15 years of age and do not have a family member or persons of trust to accompany them on the journey, Zurich will bear the costs for hiring a person to travel with them to the place of burial or cremation or to their habitual place of residence in Portugal.
- d) If, for administrative reasons, provisional or definitive burial is necessary locally, Zurich will bear the costs of transport of a family member, if none of them is present in the location, paying the costs of a return journey using the most appropriate means of transport to travel to the place of burial, also paying the accommodation costs.

12. Early Return of the Insured Person Due to Death or Illness of a Family Member in Portugal

If, during the course of a journey, the spouse of the Insured Person, or a person with identical status, or ascendant or descendant in the first degree dies or falls ill, and in the event that the means of transport used to travel or the ticket purchased does not allow for an early return home, Zurich will bear the costs of transport to the place where that family member is in Portugal and, if necessary, the costs of return to the place the Insured was in so that he/she can continue the journey or recover his/her vehicle up to the limits stipulated in **point 29.3**.

13. Theft, robbery, loss or misplacement of baggage and/or personal belongings

Zurich will pay, up to the limits stipulated in **point 29.3**, any expenses incurred with regard to:

- a) Theft or robbery of baggage and/or personal belongings;
- b) Zurich will, if requested, provide assistance to the Insured Person in making the respective report to the authorities and collaborate in the efforts to locate the baggage/belongings;
- c) Both in the event of theft or robbery and loss or misplacement of said belongings, if they are found, Zurich will pay the expenses for having them forwarded to where the Insured is or to the Insured Person's place of residence in Portugal;

- d) Advance of funds in the event of a theft or robbery occurring abroad and if the baggage is not recovered within the subsequent 24 hours.

All amounts paid in advance are to be returned within a maximum period of 90 (ninety) days after the advance payment date.

14. Theft or Robbery of Money

In the event of misplacement, theft or robbery of money abroad that leaves the Insured Persons without the resources to return to Portugal, Zurich will make advance payment of the transport costs up to the limit defined in **point 29.3**.

All amounts paid in advance are to be returned within a maximum period of 90 (ninety) days after the advance payment date.

15. Transmission of Urgent Messages

Zurich undertakes to transmit the urgent messages - not being responsible for the outcome - it is required to by the Insured Person resulting from the occurrence of an event covered by the Policy up to the limit stipulated in **point 29.3**.

16. Urgent Travel Due to Serious Accident at the Insured Person's Home

Zurich guarantees payment, up to the limit stated in **point 29.3**, of the travel expenses of the Insured Person and his/her family to return home whenever there is an accident at home involving robbery with the breaking of doors or windows, fire or explosion that renders the home inhabitable or subject to greater damage, due to the seriousness of the risk, so much so that the Insured's immediate presence is indispensable and the travel is necessary and unavoidable whenever:

- a) The use of the insured vehicle is not possible on account of it being immobilised due to a breakdown, accident, theft, robbery or unauthorised use;
- b) Even though use of the vehicle is possible, the distance between it and the place of the accident does not allow for the Insured's return home in the 24 hours following the report of the accident to Zurich;
- c) Whenever the transport ticket cannot be altered, Zurich will replace it with a new one;
- d) Whenever use of the ticket is possible, the costs involved in re-issuing said ticket will be borne by Zurich.

17. Expenses for Hotel Accommodation upon Doctor's Recommendation

If, due to an accident or illness, the Insured Person requires extension of the stay in an hotel for reasons of convalescence or recovery, and this is prescribed by the treating physician, Zurich will cover the boarding costs up to the limit established in **point 29.3**.

18. Costs for Repatriation or Transport of Insured Persons That Are Not Victims of an Accident

If, due to an accident or illness, the Insured Persons are not able to continue their journey or return home by the means of transport initially used, Zurich will bear the costs for the transport of these persons to their residence in Portugal up to the limit stated in **point 29.3**.

19. Expenses for protection of and assistance to children

In the event the Insured Person dies or is hospitalised and amongst the Insured Persons are persons aged 15 (fifteen) years or younger without an adult person to provide assistance to them, Zurich will cover, up to the limit stated in **point 29.3**, the expenses for providing care and assistance to these minors and for their respective return to their home in Portugal in the ward of those responsible for them.

20. Psychological Support in the Event of an Accident

In the event of a serious accident, Zurich guarantees, through its Assistance Service, psychological accompaniment and support for the Insured Person in Portugal by a specialised physician, up to the limit defined in **point 29.3**.

The medical specialist guaranteed by this cover will always be appointed and provided by the Zurich's Assistance Service's Medical Office to the Insured Person.

Serious accident shall mean an accident that results in serious bodily injury or the death of the Insured's Person's family members, spouse or ascendants or descendants to the 1st degree.

029.6 Roadside assistance – Guarantee of assistance to people - Exclusions

Zurich shall not be liable for any losses, damages or services deriving from:

- a) Medical, surgical, pharmaceutical and hospitalisation costs in Portugal;
- b) Expenses pertaining to a scheduled health examination or effective treatment, or to a pre-existing medical situation of the Insured Person which he/she has already been diagnosed with or condition under investigation and which he/she is already aware of, except in the event of a sudden, unforeseen complication during the journey;
- c) Expenditure and the rendering of services related with any type of mental illness;
- d) Death owing to suicide as well as any illness or injuries deriving from attempted suicide or intentionally caused by the holder to himself;
- e) Treatment of illnesses or pathological conditions caused by the intentional ingestion of toxic substances, alcohol, drugs, narcotics or the use of the medical drugs without medical prescription;
- f) Expenses incurred with prostheses, glasses, contact lenses, walking sticks or other locomotion support instruments;

- g) Accidents deriving from playing federated professional or amateur sport and their training sessions which involve the insured vehicles or other similar sports in terms of their danger levels;**
- h) Births and pregnancy complications, or its interruption, unless said complications are unforeseeable and occur during the first six months of pregnancy;**
- i) Occurrences made possible by rescue operations;**
- j) Expenses incurred with burial or cremation and on the funeral or funeral ceremonies, including the value of the urn;**
- k) Accidents resulting from natural disasters such as cyclones, earthquakes, seaquakes or other similar phenomena in terms of their effects and also lightning;**
- l) Strikes, industrial disturbances, riots and any other types of public disorder, rebellion, acts of terrorism and sabotage. or insurrection.**

029.7 Roadside assistance - Assistance cover to the insured vehicle and its occupants

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Assistance to the insured vehicle

1.1. Towing and/or Recovery of the Vehicle Due to Breakdown or Accident

a) In the event of a breakdown or accident of the insured vehicle which prevents it from circulating by its own means, Zurich shall pay, up to the limit stipulated in **point 29.3**, any expenses incurred with:

- (i) The removal or extraction of the insured vehicle;
- (ii) Towing from the immobilisation site to the home of the Insured Person, workshop or dealer of the make indicated by the Insured; or loading site for electric vehicles in the event that the reason for the breakdown is battery discharge.
- (iii) The sending of a mechanical expert.

b) If the vehicle is abroad, Zurich ensures its towing to the garage nearest the scene of the accident and up to the limit stated in **point 29.3** or charging site for electric vehicles if the reason for the breakdown is battery discharge.

c) If it is possible to repair or recover at the place of breakdown, assuming a maximum time period of 1 hour, Zurich covers any labour and material costs involved up to the limit stipulated in **point 29.3**.

d) This cover is only valid whenever the expert mechanics are sent to the site by the Zurich assistance services or are authorised by the latter.

e) If the Insured Person has not requested the assistance services for reasons of force majeure arising from duly proven injuries suffered by the Insured or occupants of the vehicle; demonstrated material impossibility of communication; dis-obstruction or clearing of the highway by Police authorities, Brisa, Instituto de Estradas de Portugal or other official bodies with similar responsibilities, Zurich will reimburse the towing expenses up to the limit defined in sub-paragraph a).

f) In the event of a delay in the arrival of the towing vehicle to the breakdown or accident site of more than 60 minutes after the Insured Person contacts the Zurich assistance services, the latter will pay compensation to the Insured Person up to the limit defined in **point 29.3**.

Exclusions:

Any compensation owing to a delay in the arrival of the tow truck to breakdown or accident site is excluded from the cover provided under sub-paragraph f) of this paragraph 1.1, whenever said delay is caused by traffic interruptions or congestions on the access roads as well as adverse weather conditions that restrict the normal flow of traffic or by exceptional occurrences beyond the control of Zurich and the towing service provider itself.

1.2 Dispatch of replacement parts

Zurich will bear the expenses, up to the limit stated in **point 29.3**, for sending, by the most appropriate means, the parts necessary for repair of the vehicle and safety of its occupants, provided they cannot be sourced in the occurrence location. Only the transport costs will be borne by Zurich. The Insured Person must reimburse Zurich for the parts themselves and for the respective customs duties.

1.3 Transport or Repatriation of the Vehicle and Collection Expenses as a result of Breakdown, Accident, Theft or Robbery

When, (1) the insured vehicle, as a result of a breakdown or accident, is in need of repair and this cannot be carried out on the actual day of immobilization, if the vehicle is in Portugal; or (2) The repair includes more than 72 hours of immobilization or more than 8 hours of repair, in accordance with the make price list, Zurich will pay, up to the limits stated in **point 29.3**:

a) Any transport or repatriation costs of the insured vehicle to the home of the Insured Person in Portugal, or to the nearest garage or installations he/she indicates;

This cover applies likewise in the event of theft or robbery of the insured vehicle when it is recovered in a damaged state that renders it non-roadworthy and/or after the return or departure of the Insured Person and other Insured Persons allowed to drive it;

b) If the repatriation costs are greater than the vehicle's market value in Portugal, Zurich is not obliged to proceed with the repatriation of the insured vehicle and will bear only the costs of the legal abandonment of the vehicle when this is specifically requested by its owner;

The stipulations of the previous paragraph shall not apply if the Insured Person decides to have the insured vehicle repatriated, in which case Zurich will participate in the payment of the repatriation costs up to the limit defined in **point 29.3**.

c) The costs of collecting vehicles related with the covers provided by the preceding sub-paragraphs are also covered.

Exclusions:

Excluded from the cover foreseen in this paragraph 1.3 are damage and losses resulting from delays in repatriating the vehicle owing to problems or restrictions beyond Zurich's control, as well as the theft or robbery of baggage, personal belongings and documents and accessories of the insured vehicle.

1.4 – Transport costs for the purpose of recovering the insured vehicle

In the event that the vehicle involved in an accident or breakdown is repaired on site and the repatriation or transport cover with respect to that vehicle is not used, or in the event that it is stolen and later found in good running order and conditions of safety, Zurich will bear, up to the limit stated in **point 29.3**, the transport costs, using the most appropriate mode of transport, for the Insured Person/driver of the vehicle, or the person indicated by him/her, for the purpose of recovering the vehicle.

1.5 Sending a professional driver

Whenever the Insured Person is transported or repatriated owing to illness or accident, resulting in his death or incapacity to drive, when none of the other occupants of the insured vehicle can take his/her place, Zurich will bear the costs, up to the limit stated in **point 29.3**, of hiring a professional driver to transport the vehicle and its occupants to their place of residence in Portugal or, when requested, to their destination whenever the expenses are not greater than those necessary for the return journey home to Portugal. This cover solely applies to the payment of any expenses directly incurred with the contracted driver.

1.6 Private Driver in the Event of Physical Incapacity to drive Owing to a Road Accident

Whenever the Insured Person indicated as the usual driver of the insured vehicle is temporarily physically unable to drive as a result of a road accident involving the insured vehicle, Zurich will provide, if requested, a driver to drive the insured vehicle during the usual driver's working hours exclusively from his/her usual place of residence to his/her usual place of work, bearing the costs for this up to the limit defined in **point 29.3**.

This cover is valid exclusively for a period of no more than 30 days per annum of validity of the policy and for journeys to and from the workplace between 7.00 a.m. and 10.00 p.m. each day.

Whenever Zurich deems it necessary, it may request, at any moment in the period of this guarantee, the presence of the Insured Person for a medical consultation at the Zurich medical services, which will issue an opinion on the whether or not he/she remains incapable of driving.

Exclusions:

Any expenses incurred with the driver are excluded from the cover foreseen in this paragraph 1.6 when the Insured Person goes to the place where he is clinically assisted on an outpatient basis whenever the accident is covered by an occupational accident insurance policy.

1.7 Wheel replacement in the event of flat or burst tyre

a) If, when travelling, a flat or burst tyre of the insured vehicle occurs, Zurich will send a mechanic to change the wheel, bearing the respective travel costs and, if replacement proves impossible, it will cover the costs of towing the vehicle from the site of its immobilisation to the nearest garage, up to the limit defined in **point 29.3**.

b) If the tyre bursts, Zurich shall assume the replacement up to the limit stated in **point 29.3**, of the cost of a new tyre endowed with characteristics equal or equivalent to those of the burst tyre;

Exclusions

As regards the cover bestowed by sub-paragraph b) of this paragraph 1.7, Zurich shall not assume expense or cost if a tyre bursts whenever:

- i) The DOT identification number (TIN) on the lateral wall of the tyre has been deleted or removed;**
- ii) The date code inserted on the tyre is older than 10 years;**
- iii) The tyre forms part of a collection or replacement programme;**
- iv) The tyre has a tread inappropriate for continuous usage (depth equal to lower than 1.6mm) or which has irregular wear and tear caused by maladjusted regulation;**
- v) The tyre was originally, or is now, mounted on rims which are warped, dented or cracked;**
- vi) It is a tyre called a "scrap tyre", or not intended for continued use on the road;**
- vii) It is a tyre filled with any sealant or balancing product;**
- viii) The tyre tread has been reopened/ reshaped;**
- ix) The tyre is forbidden from being used on public highways;**

x) The tyre has a specific usage intended for snow conditions (snow tyre);

xi) The tyre has not been approved for the insured vehicle.

1.8 Lack or change of fuel

Whenever the insured vehicle is immobilised due to a lack or change of fuel, Zurich will bear the costs, up to the limits defined in **point 29.3**, incurred with:

- a)** Sending the fuel necessary for the insured vehicle to travel to the nearest petrol station, whereby the Insured Person shall pay for the fuel supplied;
- b)** The transport of the insured vehicle to the nearest garage, residence, chosen garage or premises of the Insured Person whenever the wrong fuel is used.
- c) In the case of electrically-driven vehicles when there is a battery discharge which causes vehicle immobilisation, Zurich ensures the vehicle transport costs from the immobilisation site to the nearest recharging point.**

1.9 Loss or theft of keys and keys locked inside the insured vehicle

- a)** If the keys of the insured vehicle are stolen or robbed or are locked inside the vehicle, making it impossible to open the door and start it, Zurich will bear the costs, up to the limit defined in **point 29.3**, of sending a professional to open the door and start the vehicle, with the Insured Person being liable for the costs of replacement keys, the repair of the door lock and other parts of the insured vehicle;
- b)** As an alternative to the preceding sub-paragraph, the Insured Person may opt to have a breakdown truck sent, provided this is technically possible and has the agreement of the Insured Person, in order to take the insured vehicle to the tow firm base closest to its location, or to the residence or premises of the Insured Person if the distance to the latter is equal to or less than that to the tow firm base, so that the insured Person's vehicle can be kept in safety;

Zurich will bear the mileage costs for the breakdown truck, as well as for the first two days of collection of the vehicle, up to the limit established in **point 29.3**.

1.10 Towing in the event of theft or robbery

Whenever the stolen vehicle is found by the police authorities and towed away, at the initiative of the latter, from where it is found to a car park under police supervision, Zurich will reimburse the Insured for any costs it has to bear because of this fact, up to the limit defined in **point 29.3**.

This cover guarantee cannot be accumulated with that provided for in paragraphs 1.1 and 1.3 of this article.

1.11 Assistance in locating a stolen vehicle and collection expenses

In the event of theft of the insured vehicle, at the request of the Insured Person, Zurich will activate a specialised international lost vehicle search service. However, Zurich does not guarantee any degree of success of such search actions.

If the insured vehicle has been found, Zurich covers any collection expenses incurred up to the limit stated in **point 29.3**.

1.12 Transport costs for animals travelling in the insured vehicle

Whenever the Insured Person is transported or repatriated as a result of illness or accident, Zurich guarantees, up to the limit stated in **point 29.3**, the return journey for pets (dogs and cats) transported in the insured light passenger or light commercial vehicle to the Insured's place of residence in Portugal.

If the Insured Person prefers, and the travel costs are equal to or less than the journey home, Zurich will cover the costs of travel to the destination up to the limit defined in **point 29.3**.

The costs of acquiring cages and fulfilling health regulations are to be borne by the Insured Person.

1.13 Protection and Surveillance – Goods (Commercial) Vehicles and Trucks

When the insured vehicle and the goods transported by the latter are abandoned and are at the mercy of third parties as a result of an accident which causes the falling to the ground of the goods owing to a breakage of ropes or cables or the death of the Insured Persons or injuries which require their evacuation, Zurich shall guarantee surveillance of the vehicle and of the goods at the accident site by specialised staff during a maximum period of 48 hours, bearing any expenses up to the limits of **point 29.3**.

1.14 Transfer of Goods – Goods (commercial) Vehicles and Trucks

If the insured vehicle is prevented from travelling as a result of breakdown or accident, provided that normal access is possible to the goods transported therein and the latter need to be transferred to another vehicle in light of the likelihood of rapid perishability, Zurich shall assist the parties interested in said goods with any actions aimed at carrying out the respective transshipment in due time, bearing the expenses up to the limit stipulated in **point 29.3**.

Sole Paragraph: These covers solely apply to vehicles intended for goods transport.

2. Substitution Vehicle owing to breakdown in Portugal

2.1

In the event of the breakdown of the insured vehicle occurring in Portugal which prevents the vehicle from travelling by its own means, Zurich puts at the disposal of the Insured Person:

- a)** A light passenger vehicle, if the insured vehicle is a light passenger vehicle, up to the maximum limit of 2,000 c.c., for replacement during the immobilisation period.

b) A light goods vehicle, if the insured vehicle is a light goods vehicle, up to the maximum limit of 2,500 c.c., for replacement during the immobilisation period.

c) A light passenger vehicle, if the insured vehicle is a motorcycle, up to the maximum limit of 1,200 c.c., for replacement during the immobilisation period.

2.2

The immobilisation period is defined as the period between the effective date of immobilisation and the date of delivery of the repaired vehicle by the garage, including the respective repair at the latter.

However, if the Insured Person does not request the towing and/or repair service in advance from Zurich, the immobilisation period shall be the number of days technically accepted and referenced in the repair manuals for the respective brand.

2.3

In the event of the garage indicated by the vehicle owner for the repair work not being able to immediately begin carrying out the work, it is Zurich's responsibility to appoint a nearby garage that can, bearing the towing costs to transfer the vehicle to that garage.

2.4

The maximum limit for this cover guarantee is 3 (three) occurrences per annual period, with a maximum limit of 5 (five) days per occurrence.

2.5

In the event that the Insured Person suffers from a proven physical disability and already possesses a vehicle that is adapted to those circumstances, Zurich will seek an adequate substitution vehicle in accordance with the offer available in the market.

Exclusions:

Any loss, damage or compensation is excluded from the cover - Replacement vehicle owing to Breakdown in Portugal - which derives directly or indirectly from:

a) An accident or breakdown that occurs during sports competitions, be they official or private, and during the respective training, or as a result of bets;

b) Lack of vehicle parts or components necessary for the repair, regardless of the entity responsible: garages, dealers, manufacturer or make;

c) insufficient technical and human resources on the part of the garage carrying out the repair, and lack of availability of said garage to perform the work, should the Insured Person reject having the work done in an alternative garage proposed by Zurich;

d) the deductible amount payable to the rent-a-car firm;

e) immobilisation periods that have already passed due to failure to report them on the part of the Policyholder, Insured Person, driver or any other body involved in this contract;

f) Repairs arising from fault or negligence on the part of the driver, namely those resulting from non-compliance with recommendations in the manufacturer's manual, or errors in using the vehicle, particularly failure to check oil, water and lubricant levels, or failure to immobilise the vehicle immediately upon detection of any mechanical anomaly which may or may not be indicated by a flashing light on the vehicle's dashboard;

g) Washing, replacement of upholstery, carpets and seat cushions;

h) Maintenance and repair of accessories fitted by the Policyholder and/or Insured Person;

i) Repairs of punctures, bubbles and tears in tyres as well as damages to rims resulting from bad road, track or trail conditions;

j) replacement of any of the glass panes in the vehicle.

3. Occupants of the Insured Vehicle

3.1 Transport, Repatriation or Continuation of Journey for Vehicle Occupants

Whenever, following a breakdown or accident, the vehicle cannot be repaired or recovered on the same day and its repair or recovery lasts more than 6 (six) hours and, in the case of the Insured Person or in the event of theft, robbery or unauthorised use, Zurich will bear, up to the limit stated in **point 29.3**, any costs incurred by:

a) The transport or repatriation of the Insured Person and accompanying persons back home or to their travel destination, provided the costs of the latter do not exceed those for the return journey home;

b) Alternatively, whenever there are two or more Insured Persons, and if available locally, a rental, light passenger vehicle with engine capacity of up to 1,200 c.c. in order to make the return journey home or continue the journey to the destination, provided that the latter distance is not greater than that for the return journey home, for a maximum period of 48 hours.

c) In cases of theft, robbery or unauthorised use of the vehicle, the Insured Persons may opt immediately for the policy services defined in sub-paragraphs a) and b) after reporting the occurrence to the authorities and informing Zurich.

Whenever, for the purpose of making the report to the authorities or for other justified reasons, it is not possible to guarantee provision of the services provided for in sub-paragraphs a) and b) on the day on which the theft, robbery or unauthorised use takes place, the Insured Persons will have the right to the services defined in point 3.3.

3.2 – Repatriation of baggage

If Insured Persons are repatriated, Zurich will also ensure repatriation of their baggage and personal belongings, provided they are duly packed and transportable, up to the limit stated in **point 29.3**.

3.3 Hotel accommodation expenses

If the vehicle that suffers an accident or breakdown cannot be repaired on the same day and the repair lasts more than 2 (two) hours, Zurich will bear the costs of hotel accommodation while the repair is carried out, up to the limit defined in **point 29.3**.

4. Transport of the Insured Vehicle to Exhibitions

Zurich, at the request of the Insured Person, covers the transport of any vehicle intended to take part in trials, tournaments or circuits duly organised by specialised Entities, intended for vintage or collection cars, provided that said events take place in Mainland Portugal and up to the limit stated in **point 29.3**.

Transport of the vehicle shall be the route between the home of the Insured Person and the location of the event and the respective return.

The cost of this transport shall only be covered by Zurich if requested in advance from its Assistance Services, giving minimum notice of 72 hours.

When using the present cover, the Insured Person must inform the Assistance Services of the Association / Entity which organises the event.

029.8 Roadside assistance - Guarantee of Legal Defence and Claims Abroad

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

- 1.** Zurich undertakes to guarantee, up to the limit defined in **point 29.3**, the defence of the Insured Person in any court if he/she is accused of manslaughter or involuntary bodily harm, malicious damage, infringement of the driving laws and rules, as a consequence of owning, having in one's possession or using the insured vehicle.
- 2.** Zurich furthermore undertakes to:
 - a)** Claim pecuniary compensation for bodily injury or material damage suffered by the Insured Person, provided said injuries or damage are the result of an accident involving the insured vehicle for which a person other than the Policyholder or any of the persons insured by the policy is to blame;
 - b)** Provide assistance to the Insured Person in the event of legal disputes with garage owners or vehicle repairers. It will be Zurich's responsibility to manage all diligences, negotiations and procedures and appoint experts, physicians, advisors and lawyers. The Insured Person may, however, bring in the experts or advisors of his/her choice, at his/her own expense
- 3. Zurich will not file a legal action or contest any legal action whenever:**
 - a) it is of the opinion that such action does not have sufficient prospects for success;**
 - b) based on information it receives, the third party considered responsible is insolvent;**
 - c) the value of the losses does not exceed that of the national minimum monthly wage;**
 - d) it considers the proposal made by the third party to be fair and sufficient.**

Sole Paragraph: The Insured Person may, however, in all cases file or continue legal actions at his/her own expense. If he/she wins his case, Zurich is required to reimburse him/her for any expenses legitimately incurred.

4. Advance of Penalty Bonds

4.1 Procedural costs

Zurich will pay any legal costs demanded of the Insured Person in order to guarantee the procedural costs in criminal proceedings moved against him/her as a result of a road accident involving the insured vehicle up to the limit stated in **point 29.3**.

4.2 Provisional release

Zurich will also pay, by way of an advance, and up to the limit defined in **point 29.3**, the amount demanded as a bond for the Insured's provisional release or appearance at trial. These amounts advanced are to be repaid to Zurich immediately upon their return by the court.

When the bond guarantee is provided by Zurich, the Insured Person or a duly identified family member shall sign a document acknowledging the debt or provide an adequate guarantee for the event that, through fault of the Insured, the bond conditions are not complied with and it is considered forfeit.

029.9 Roadside assistance - Phone Helpline for Medical Queries and Symptoms

Irrespective of the occurrence of any of the risks covered by this Special Condition, Zurich, through the Assistance Services, may provide the Insured Persons with:

- a)** Interpretative guidance about his medical symptoms or queries by health professionals on the phone and immediately, 24 hours a day, 365 days a year, in accordance with the ethical standards in force and within the limits imposed by the media used according to the service availabilities at any time.

This guideline does not constitute per se a medical appointment nor replace nor dispense with the need for any hospital emergency services required in person warranted on a case-by-case basis.

b) Transport by ambulance to the clinic/hospital chosen by the Insured Person, if that is clinically recommended by health professionals.

Limitations: The medical guidance requested and given by telephone infers the sole and exclusive responsibility of the patient for this type of medical service, in the context in which it is carried out.

029.10 Roadside assistance – Sending of professionals for technical services

By means of this cover, and at the request of the Insured Person, Zurich guarantees a permanent telephone number information service for emergency service or express repair services as close as possible to the Insured's home or will send professionals qualified in the fields identified further below.

Access to these professionals is completely free, with the Insured Person settling the services requested in accordance with the table in force in each insurance annuity. The standard amounts are provided by Zurich at the time of requesting the service. May 2015 61 Zurich Car Insurance Businesses

The Insured Person benefits from exemption as regards the callout of technical services.

1. Technical Services (Urgent):

Urgent technical services are essentially emergency services provided nationwide that include response times of 4 to 12 hours, depending on the geographic zone.

In the Greater Lisbon and Oporto areas, the presence of a technician is guaranteed within a maximum of 4 to 6 hours; and in the remaining regions of the country within a maximum of 6 to 12 hours, for the following services:

- a)** Plumbing
- b)** Electricity
- c)** Refrigeration
- d)** Clearing blocked pipes
- e)** TV, video, hi-fi
- f)** Keys and locks
- g)** Climatisation and air conditioning
- h)** Heating

2. Technical Services (normal)

This cover encompasses non-urgent technical services, guaranteeing the presence of a technician at the home of the Insured Person; an estimate for the work may be made in advance or the work immediately carried out on the basis of the prices in force.

The presence of the technician is guaranteed in the subsequent 24 hours, depending on the Insured Person's availability, in the following areas:

- a)** Painting work
- b)** Building work
- c)** Carpentry
- d)** Floor coverings
- e)** Metal work
- f)** Upholstery
- g)** False ceilings
- h)** Window panes
- i)** Blinds and shutters
- j)** Aerials
- k)** Electric appliances

029.11 Roadside assistance – Request for assistance

In order to make the provision of the adequate assistance by Zurich possible, the Policyholder, or any other of the Insured Persons, must immediately inform Zurich – preferably by telephone – of any event that triggers the policy covers, indicating the type of assistance required, the identification of the persons and vehicle covered, the policy number and the place where they are and phone number under which they can be reached.

Zurich will bear the costs of the telephone call from abroad to its Call Centre whenever the Insured Person requests a collect call.

029.12 Roadside assistance – Complementarity

Any services and compensation provided under the present Special Condition are paid in addition to and complementing any other insurance contracts already in place which cover the same risks or Social Security contributions or any other Welfare Institution or Illness Protection Scheme, public or private, that the Insured Person is entitled to.

The Insured Person undertakes to promote all the diligences required to obtain the services and contributions referred to in the previous paragraph and to return them to Zurich in the event, and insofar as, the latter has advanced them.

029.13 Roadside assistance – Miscellaneous Provisions

1. Zurich will not be liable for delays or instances of non-compliance due to force majeure or the particular administrative or political characteristics of a specific country.
2. Whenever direct intervention is not possible, the Insured Person will be reimbursed for expenses incurred that are included in the scope of the policy upon submission of the respective documentary proof.
3. The medical and medical transport covers herein can only be activated with the prior agreement of the physician treating the Insured Person and Zurich's medical services.
4. If the Insured Person is entitled to reimbursement for travel tickets not used, due to his/her having used the transport or repatriation cover, the respective reimbursed amount will revert to Zurich.
5. Zurich is subrogated in the rights and actions of the Insured Person, for facts that may motivate the intervention of the former, up to the total value of the services provided or subscribed.

030. Rent-a-car Roadside assistance [Special Condition 020, Special Condition 036]

Under the terms, conditions and exclusions of this Special Condition, the Insured Persons are guaranteed the assistance deriving from the occurrence of the risks foreseen which occur during journeys, up to the limit stated in **point 25.2**, without prejudice to any rights which may be invoked under any other optional covers contracted or the rights covered under motor vehicle compulsory third party liability.

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

1. **Insurance Persons**, the driver and occupants of the insured vehicle up to the seating limit identified in the respective logbook;
2. **Insured Vehicle**, the light passenger or goods vehicle owned by the Insured and duly identified in the Specific Conditions which are the object of a valid short-term rental contract and does not exceed 3500 tons gross weight or 5 years of age.
3. **Breakdown**, malfunctioning of the insured vehicle which prevents the Insured Person from using it, with the exception of faults deriving from any lack of or change in fuel or a burst or flat tyre.

As regards vehicles exclusively powered by electricity, a breakdown is also taken to mean total battery discharge, in such a way as to prevent circulation by its own means.

4. **Accident**, any chance event deriving from the normal use of the insured vehicle which prevents it from continuing its journey and which triggers the present covers.
5. **Towing**, transfer of the unladen insured vehicle from the scene of the accident or breakdown to the place of repair or domicile in Portugal or, alternatively, to a collection point to wait for transport.

As regards electric vehicles, and in the event of total battery discharge, in such a way as to prevent circulation by its own means, Zurich ensures the transfer of the insured vehicle from the site of the breakdown to the nearest charging point.

6. **Transport**, transfer of the insured vehicle, unladen, from the collection point, where it is being kept further to the towing, to the place of repair or domicile in Portugal.
7. **Breakdown recovery**, the set of tasks to be carried out at the scene of the accident or breakdown with a view to getting the insured vehicle to work again, on a provisional or permanent basis, ensuring the appropriate safety standards. For safety reasons, the insured vehicle may have to be taken to an authorised parking area.

8. **Removal or extraction**, the set of tasks required to put the insured vehicle, unladen, which has had an accident involving overturning or fall from one level to another, back on the road where it was travelling, provided that this is a public or private road intended for vehicle transport.

9. **Assistance Service**, service carried out by an entity that organises and provides, on behalf of Zurich, the covers granted under this Special Condition, whether they are of a pecuniary nature or whether they involve the rendering of services.

10. Immobilisation, impossibility of circulation of insured vehicle owing to loss covered by the policy.

11. Immobilisation date, date as from which there has been an impossibility of circulation of the insured vehicle owing to a loss covered by the policy;

12. Repair start date, date on which the insured vehicle begins to be repaired by the garage.

030.1 Rent-a-car Roadside assistance – Territorial limit

The insurance is valid in Mainland Portugal and in the Autonomous Regions of Madeira and the Azores and throughout Europe, and in the territory of the non-European countries of the Mediterranean basin (Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco).

Limit: The “Hotel accommodation” cover is only valid in Mainland Portugal.

030.2 Rent-a-car roadside assistance – Assistance covers

The covers indicated are triggered by means of a telephone call by the Insured Person(s) and/or the Insured (the car rentals firm) to the assistance services. If the telephone contact is made by the Insured, the assistance company may request, whenever it deems fitting and for the purposes of assessing the intervention, the contact number of the Insured Person(s) in order to confirm:

- Existence of a valid rental contract;
- Name of the customer;
- Name of the driver;
- Date on which the rental begins and rental office;
- Date of termination of rental and office where vehicle is returned;
- Existence of valid Transfer Guide in the case of vehicles travelling between rental offices.

The covers and respective maximum amounts insured by the present Special Condition, depend on the type and the covers contracted, and on the insured vehicle classification, stated in the Specific Conditions, in accordance with the tables below:

Table 1 - Guarantee of Assistance to Persons		036	020
		(Basic Rent-a-car)	(Rent-a-Car)
1. Transfer of Insured Persons, Continuation of Journey	National territory	EUR 500	EUR 1,000
	Foreign territory	EUR 1,000	EUR 2,000
2. Transmission of urgent messages		EUR 50	EUR 100
3. Hotel accommodation expenses in Mainland Portugal	Per day	EUR 60	EUR 60
	Maximum per annual period	1 day	1 day

Table 2 - Guarantee of Assistance to the Vehicle		036	020
		(Basic Rent-a-car)	(Rent-a-Car)
1. Towing or recovery of the insured vehicle		EUR 250	EUR 750
2. Removal or extraction of the insured vehicle		EUR 150	EUR 150
3. Transport or Repatriation of the insured vehicle		EUR 500	EUR 2,500

030.3 Roadside assistance rent-a-car – Exclusions

1. Exclusion from Obligation to Indemnify

Zurich shall not pay any services which:

- a) Have not been requested from it in advance;
- b) Have not been authorised in advance;
- c) Have not been carried out by it.

Sole Paragraph: However, benefits are covered which arise from cases of force majeure or demonstrated material impossibility.

2. Other exclusions

In addition to the specific exclusions applying to each cover guarantee, the following policy services or losses/damage are also excluded from this Special Condition:

- a) those resulting from events that occur before this contract comes into force;
- b) Those caused maliciously by the Policyholder or Insured Person or as a result of attempted suicide, be it consummated or not;

- c) Those affecting the Insured Person when in a state of inebriation or under the influence of narcotics or other drugs not medically prescribed;**
- d) those caused by earthquakes, volcanic eruptions, seaquakes, flooding or any other natural disaster;**
- e) those resulting from wagers, participation in sports competitions and the training for such competitions;**
- f) those caused by the direct or indirect effect of explosion, release of heat or radiation resulting from nuclear fission or fusion, acceleration of particles or radioactivity;**
- g) those involving payment of fines.**

The present Special Condition does not cover vehicles with a gross weight exceeding 3,500Kg.

030.4 Rent-a-car Roadside assistance – Guarantee of assistance to people

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

In National territory

If, as a result of a breakdown, accident or theft of the vehicle, the Insured Person is prevented from continuing his journey, the Insurer, through the Assistance Services, shall provide the transport of the Insured Persons up to the place designated by the Policyholder.

In the event of an accident occurring outside the working hours of the offices, thereby preventing the replacement of the vehicle, the Insurer shall guarantee accommodation for one night up to the stipulated limit.

Abroad

Further to a breakdown, accident, theft or robbery of the insured vehicle, the Insurer, through the Assistance Services, shall bear any transport expenses of the occupants to the site designated by the Policyholder.

In the event of an accident occurring outside the working hours of the offices, thereby preventing the replacement of the vehicle, the Insurer shall guarantee accommodation for one night up to the stipulated limit.

1. Transfer of Insured Persons, Continuation of Journey

If, as a result of a breakdown, accident or theft of the vehicle, the Insured Person is prevented from continuing his/her journey, Zurich will bear the costs of his/her transfer to the nearest branch office of the Insured, where he/she can replace the vehicle or will have the new vehicle provided by the Insured brought to him or her.

Alternatively, and wherever possible, Zurich will bear the costs of transport for continuation of the Insured Persons' journey within the national territory provided that the distance to the destination is not greater than that to the nearest branch office of the Insured.

2. Transmission of Urgent Messages

Zurich undertakes to transmit the urgent messages, not being responsible for the outcome, it is required to by the Insured Person resulting from the occurrence of an event covered by the guarantees herein.

3. Hotel accommodation expenses in Mainland Portugal

After the occurrence of an accident or breakdown with the insured vehicle in Mainland Portugal, Zurich shall bear any expenses incurred with accommodation for two people (the driver stated in the short-term rental contract and one accompanying person) for 24 hours at a hotel indicated by Zurich.

Exclusions:

Any extra expenses incurred by the Insured Person and its accompanying person on food, bar expenses or other personal expenses are excluded.

030.5 Rent-a-car Roadside assistance – Guarantee of assistance to the vehicle

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

In National territory

In the event of a breakdown or accident of the insured vehicle which prevents it from travelling by its own means and through contact of the Policyholder or Insured Person, the Insurer, through the Assistance Services, shall ensure vehicle recovery in situ and as soon as possible.

Alternatively, and if it does not prove possible to recover the vehicle in situ, the Insurer, through the Assistance Services, shall bear any towing or transport expenses of the vehicle to the place designated by the Policyholder.

Abroad

In the event of a breakdown or accident of the insured vehicle which prevents it from travelling by its own means, and the respective recovery is not possible in situ, the Assistance Services of the Insurer must contact the Policyholder so as to ascertain the vehicle destination.

1. Towing or recovery of the insured vehicle

In the event of an accident or breakdown of the insured vehicle that renders the vehicle non-roadworthy and cannot be repaired on site, Zurich guarantees, up to the limit defined in the Specific Conditions, payment of the towing expenses to the garage nearest to the site of the occurrence chosen by the Insured, or the charging point for electric vehicles if the reason for the breakdown is battery discharge.

If the repair of the vehicle that suffers an accident or is rendered non-roadworthy lasts more than one day, Zurich will bear, up to the limit defined in the Particular Conditions, the costs for transport of the vehicle to the garage indicated by the Insured.

With respect to broken down vehicles that remain in the location of the occurrence to be repaired, Zurich shall inform the Insured of the garage's precise coordinates as well as the diagnosis for the repair to be carried out. After repair of the vehicle, Zurich shall effect transport thereof to the nearest branch office of the Insured, bearing the costs for said transport.

a) The following occurrences with the insured vehicle are deemed to be breakdowns for which the covers hereof may be used:

(i) Loss of keys or their rendering unusable;

(ii) Lack or change of fuel;

(iii) Electric battery discharge

(iv) Legal impossibility of insured vehicle circulation.

b) The legal impossibility of the circulation of the insured vehicle must derive from an impact, collision or overturning which damages the insured vehicle parts in such a way that its circulation with this damage (s) breaches the provisions of the Highway Code as a minimum prerequisite for vehicle circulation.

2. Removal or extraction of the insured vehicle

In situations in which the vehicle leaves the road where it was travelling, the Insurer shall ensure that it is put back on the road in a roadworthy condition or in a condition allowing it to be towed for repair up to the limit stipulated in the Specific Conditions. Under no circumstances shall the Insurer be liable for any expenses related with the rescue, discharge, transshipment, storage, transport or any other operation that has to be carried out for the rescue or continuation of the journey of any cargo which may be being transported .

3. Transport or Repatriation of the Insured Vehicle

Whenever, as a result of a breakdown or accident, the car is rendered non-roadworthy and the repair time in the location of the occurrence is more than 1 (one) work day, in Portugal, or 5 (five) work days, abroad, or, in the case of theft or robbery, the vehicle is only found after the Insured Person(s) has/have already departed, Zurich guarantees, up to the limit defined in the Particular Conditions, payment of the expenses of transporting the vehicle to a garage in Portugal chosen by the Insured.

Zurich assumes liability for damage to the insured vehicle during said transport.

If the repatriation costs are greater than the vehicle's market value in Portugal, Zurich is not obliged to proceed with the repatriation of the insured vehicle and will bear only the costs of the legal abandonment of the vehicle if specifically requested by the Insured.

030.6 Roadside assistance rent-a-car – Deductible

A deductible of 0 km will apply to paragraph 3 of point 30.5.

030.7 Roadside assistance rent-a-car – Operation

This cover functions on the basis of a monthly fleet list, with the monthly premium being applied to the number of active vehicles per month. Thus, the premium will be collected on a monthly basis and will accompany the total monthly premium in the automobile branch.

Note: once the option for "Roadside assistance" is made, it will necessarily apply to all vehicles in the fleet.

031. Roadside assistance in passenger transport vehicles with more than 9 seats [Special Condition 018]

Under the terms, conditions and exclusions set out below, it is specifically agreed that the Insured Persons are guaranteed the assistance deriving from the occurrence of the risks foreseen which occur during journeys, up to the limit stated in **point 31.2**, without prejudice to any rights which may be invoked under any other optional covers contracted or the rights covered under motor vehicle compulsory third party liability.

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

1. Insured Persons: Insured Persons are deemed to be those whose habitual residence is in Portugal:

a) The Policyholder, Insured and the spouse, or person in an identical situation, ascendants and descendants in the first degree or legally equivalent persons, when they cohabit with the Insured in the same household, regardless of whether they travel together or separately and regardless of the means of transport used;

b) The insured vehicle driver on a legitimate, legally qualified basis, as well as the people transported free-of-charge in the insured vehicle except for those who are transported on a hitching basis;

c) The workers or employees of the Policyholder and the legal representatives of the companies insured, during travel in which they use the insured vehicle as means of transport;

Sole Paragraph: Occupants transported on a hitching basis means those who ask a driver in transit for a free ride in their vehicle.

d) The occupants of the insured vehicle in the event of an accident or breakdown involving that vehicle.

2. Insured vehicle, the vehicle identified in the Specific Conditions and designed for the collective transport of passengers up to the limits of 20,000 tons gross weight and a seating capacity of 60.

3. Breakdown, malfunctioning of the insured vehicle which prevents the Insured Person from using it, with the exception of faults deriving from any lack of or change in fuel or a burst or flat tyre.

4. Accident, any chance event deriving from the normal use of the insured vehicle which prevents it from continuing its journey and which triggers the present covers.

5. Towing, transfer of the unladen insured vehicle from the scene of the accident or breakdown to the place of repair or domicile in Portugal or, alternatively, to a collection point to wait for transport.

6. Transport, transfer of the insured vehicle, unladen, from the collection point, where it is being kept further to the towing, to the place of repair or domicile in Portugal.

7. Breakdown recovery, the set of tasks to be carried out at the scene of the accident or breakdown with a view to getting the insured vehicle to work again, on a provisional or permanent basis, ensuring the appropriate safety standards. For safety reasons, the insured vehicle may have to be taken to an authorised parking area.

8. Removal or extraction, the set of tasks required to put the insured vehicle, unladen, which has had an accident involving overturning or fall from one level to another, back on the road where it was travelling, provided that this is a public or private road intended for vehicle transport.

9. Assistance Service, service carried out by an entity that organises and provides, on behalf of Zurich, the covers granted under this Special Condition, whether they are of a pecuniary nature or whether they involve the rendering of services.

10. Immobilisation, impossibility of circulation of insured vehicle owing to loss covered by the policy.

11. Immobilisation date, date as from which there has been an impossibility of circulation of the insured vehicle owing to a loss covered by the policy;

12. Repair start date, date on which the insured vehicle begins to be repaired by the garage.

031.1 – Roadside assistance in passenger transport vehicles with more than 9 seats - Territorial limit

The remit of the present Special Condition is limited to the territory of Mainland Portugal and the Autonomous Regions of Madeira and the Azores, all European countries, and in the territory of the non-European countries of the Mediterranean basin (Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco).

031.2 – Roadside assistance in passenger transport vehicles with more than 9 seats - Covers contracted

The covers and respective maximum amounts insured by the present Special Condition, depend on the type and the covers contracted, and on the insured vehicle classification, stated in the Specific Conditions, in accordance with the tables below:

Table 1 - Guarantee of Assistance to Persons	018 (collective transport)
1. Medical information	EUR 5,000
2. Medical control	EUR 50,000
3. Dispatch of urgent medical drugs abroad	EUR 5,000
4. Travel ticket for the Insured Person's early return home	EUR 100,000
5. Transmission of urgent messages	EUR 1,000
6. Search for and transport of lost baggage	EUR 5,000
7. Advance of funds	EUR 500

Table 2 - Guarantee of Assistance to the Vehicle	018 (collective transport)
1. Towing of the Vehicle Due to Breakdown or Accident	EUR 500
2. Transport of Insured Persons owing to Breakdown of or an Accident with the Insured Vehicle	EUR 5,000
3. Transport expenses for the purpose of recovering the repaired vehicle	EUR 1,000
4. Removal and extraction of the vehicle	EUR 250
5. Dispatch of replacement parts	EUR 5,000
6. Loss of driver	EUR 5,000

Table 3 - Guarantee of Legal Defence and Claims Abroad	018 (collective transport)
1. Penal defence	EUR 50,000
2. Claim for damage	EUR 50,000
3. Advance of penalty bonds	EUR 5,000

031.3 – Roadside assistance in passenger transport vehicles with more than 9 seats - Exclusions

1. Exclusion from Obligation to Indemnify

Zurich shall not pay any services which:

- a) Have not been requested from it in advance;**
- b) Have not been authorised in advance;**
- c) Have not been carried out by it.**

Sole Paragraph: However, benefits are covered which arise from cases of force majeure or demonstrated material impossibility.

2. Other exclusions

In addition to the specific exclusions applying to each cover guarantee, the following policy services or losses/damage are also excluded from this Special Condition:

- a) those resulting from events that occur before this contract comes into force;**
- b) Those caused maliciously by the Policyholder or Insured Person or as a result of attempted suicide, be it consummated or not;**
- c) Those affecting the Insured Person when in a state of inebriation or under the influence of narcotics or other drugs not medically prescribed;**
- d) those caused by earthquakes, volcanic eruptions, seaquakes, flooding or any other natural disaster;**
- e) those resulting from wagers, participation in sports competitions and the training for such competitions;**
- f) those caused by the direct or indirect effect of explosion, release of heat or radiation resulting from nuclear fission or fusion, acceleration of particles or radioactivity;**
- g) those involving payment of fines.**

031.4 – Roadside assistance in passenger transport vehicles with more than 9 seats - People assistance covers

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Medical Information

In a medical emergency affecting the Insured Person, Zurich will assume responsibility for providing information on hospitals and/or on the most appropriate facilities in the given situation.

2. Medical Control

If the Insured Person is hospitalised, the Zurich medical team will monitor his/her treatment and remain in contact with the responsible physician and the patient's family whenever the clinical condition justifies this.

3. Dispatch of Urgent Medical Drugs Abroad

Zurich will bear the costs for forwarding to the location of the Insured Person abroad the medical drugs considered indispensable habitually used by the Insured that are not available locally or do not have substitute products there. The Insured Person will bear the cost of the aforementioned drugs.

4. Travel Ticket for Early Return Home of the Insured Person

Up to the limit defined in the Particular Conditions, Zurich guarantees payment of a (return) travel ticket so that the Insured Person can travel to Portugal owing to the death of a family member, in the event that the travel ticket already acquired cannot be used.

5. Transmission of Urgent Messages

Zurich guarantees payment of the transmission of urgent messages, not being responsible for the outcome thereof, pertaining to the functioning of the covers provided for in this contract and will pay, up to the limit defined in the Specific Conditions and upon submission of documentary evidence, any telephone, telex and telegram expenses incurred to contact its services as a result of an illness or accident suffered by the Insured Person.

6. Search for and Transport of Lost Baggage

In cases of misplacement of baggage or personal belongings of the Insured Person, if they are found, Zurich guarantees to pay the expenses of having them forwarded to where that person is, or to his/her place of residence, also bearing the costs for the diligences carried out to find them.

7. Advance of Funds

In the event that the Insured Person requires funds to meet immediate, unavoidable expenses – for reasons of illness, accident or the misplacement of documents – Zurich guarantees advance of said funds up to the limit defined in the Particular Conditions.

In the event of theft, prior reporting to the relevant authorities in the country where the theft takes place is indispensable. For the advance of funds, the Insured Person should provide an adequate guarantee through a family member or credit institution.

Exclusions:

Zurich will not be responsible for providing policy services owing to:

- a) illnesses and injuries existing before commencement of the journey;**
- b) any form of mental illness;**
- c) Death by suicide or illness or injuries resulting from attempted suicide caused intentionally by the Insured Person, as well as those that derive directly or indirectly from criminal actions perpetrated by the Insured Person;**
- d) illnesses or pathological conditions caused by the intentional ingestion of toxic substances, drugs, narcotics or the use of the medical drugs without medical prescription;**
- e) births and pregnancy-related complications, unless they are unforeseeable and occur during the first 6 (six) months.**

031.5 – Roadside assistance in passenger transport vehicles with more than 9 seats - Vehicle assistance covers

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Towing of the Vehicle Due to Breakdown or Accident

In the event of breakdown of, or an accident with, the insured vehicle that renders it unroadworthy, Zurich will organise the intervention of an expert mechanic, bearing the respective mileage costs and, if the repair cannot be carried out locally, will cover the towing costs from the place of immobilisation to the garage chosen or the premises of the Policyholder, up to the limit defined in the Specific Conditions.

2. Transport of Insured Persons owing to Breakdown of or an Accident with the Insured Vehicle

Whenever the vehicle is rendered immobile as the result of a breakdown or accident and the repair cannot be carried out on site, Zurich will assume responsibility for transport of the driver and passengers and their baggage to the nearest railway or express coach station to the site of the occurrence.

The Policyholder will be liable for the costs of passengers and driver continuing the journey from the railway or express coach station to the final destination.

3. Transport expenses for the purpose of recovering the repaired vehicle

When the vehicle that suffers a breakdown or accident is repaired, Zurich will organise and bear the costs of the transport of a person appointed by the Policyholder to go and recover the vehicle.

4. Removal and extraction of the vehicle

Zurich will bear the costs, up to the limit defined in the Specific Conditions, for the removal or extraction of the insured vehicle, whereby this will mean the work necessary to put the vehicle involved in an accident back on the road.

5. Dispatch of Replacement Parts

In cooperation with the official services of the carmaker brand, Zurich will assume responsibility for locating and forwarding, by the appropriate means, the spare parts required for repair of the vehicle, whenever the parts cannot be sourced in the repair location and they are available in the market in Portugal, assuming the costs of forwarding the parts to the garage where the vehicle is located.

The Insured Person will bear the costs of the replacement parts and customs fees and duties.

6. Loss of Driver

When the driver of the insured vehicle is transported or repatriated as a result of a personal accident or death, and also in the cases of incapacity to drive, Zurich will bear the costs for a professional driver to drive the vehicle and its occupants on the return journey.

Exclusions:

Neither is Zurich liable for any payments deriving from expenses incurred with hotels, restaurants, fuel and repairs of the insured vehicle.

031.6 Roadside assistance in passenger transport vehicles with more than 9 seats - Legal defence and claims abroad covers

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Penal Defence

To guarantee the defence of the Insured Person if he/she is accused of manslaughter or involuntary bodily harm or infringement of the driving laws and rules as a result of a road traffic accident involving the insured vehicle.

2. Claim for Damage

To file claims, using amicable or legal channels, for pecuniary compensation for the damage resulting from bodily injuries or material damage suffered by the Insured Person, provided these are the result of an accident involving the insured vehicle and are the responsibility of a person other than the Insured Persons.

3. Zurich will not file a legal action or contest any legal action whenever:

- a) it is of the opinion that such action does not have sufficient prospects for success;
- b) based on information it receives, the third party considered responsible is insolvent;
- c) the value of the losses does not exceed that of the national minimum monthly wage;
- d) it considers the proposal made by the third party to be fair and sufficient.

Sole Paragraph: The Insured Person may, however, in all cases file or continue legal actions at his/her own expense. If he/she wins his case, Zurich is required to reimburse him/her for any expenses legitimately incurred.

4. Advance of penalty bonds

- a) Up to the limit stated in the Specific Conditions, Zurich will guarantee the deposit, on behalf of the Insured Person and for a period of 2 (two) months or up to refund by a court, whichever takes place first, of the penalty bonds required to guarantee provisional release or personal appearance at trial following a road accident involving the insured vehicle;
- b) Concurrently with the advance of the bond by Zurich, the Insured Person or a duly identified family member shall sign a document acknowledging the debt or provide an adequate guarantee for the event that, through fault of the Insured Person, the bond is violated and considered forfeited.

031.7 Roadside assistance for passenger transport vehicles with more than 9 seats - Request for assistance

In order to make the provision of the adequate assistance by Zurich possible, the Policyholder, or any other of the Insured Persons, must immediately inform Zurich – preferably by telephone – of any event that triggers the policy covers, indicating the type of assistance required, the identification of the persons and vehicle covered, the policy number and the place where they are and phone number under which they can be reached.

Zurich will bear the costs of the telephone call from abroad to its Call Centre whenever the Insured Person requests a collect call.

031.8 – Roadside assistance for passenger transport vehicles with more than 9 seats - Complementarity

The cover guarantees provided by this policy are complementary, in the established legal terms, to other insurance contracts covering the same risks, or Social Security or any other existing protection regime of which the Insured Person is a beneficiary. Accordingly, the Insured Persons are obliged to take every necessary step to ensure the respective service provisions.

031.9 – Roadside assistance for passenger transport vehicles with more than 9 seats - Miscellaneous provisions

- 1. Zurich will not be liable for delays or instances of non-compliance due to force majeure or the particular administrative or political characteristics of a specific country.
- 2. Whenever direct intervention is not possible, the Insured Person will be reimbursed for expenses incurred that are included in the scope of the policy upon submission of the respective documentary proof.
- 3. Zurich is subrogated in the rights and actions of the Insured Person, for facts that may motivate the intervention of the former, up to the total value of the services provided or subscribed.

032. Roadside assistance for Ambulances [Special Condition 031]

Under the terms, conditions and exclusions set out below, it is specifically agreed that the Insured Persons are guaranteed the assistance deriving from the occurrence of the risks foreseen which occur during journeys, up to the limit stated in **point 32.2**, without prejudice to any rights which may be invoked under any other optional covers contracted or the rights covered under motor vehicle compulsory third party liability.

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

1. Insured Persons are deemed to be those whose habitual residence is in Portugal:

- a) The Policyholder, Insured and the spouse, or person in an identical situation, ascendants and descendants in the first degree or legally equivalent persons, when they cohabit with the Insured in the same household, regardless of whether they travel together or separately and regardless of the means of transport used;
- b) The insured vehicle driver on a legitimate, legally qualified basis, as well as the people transported free-of-charge in the insured vehicle except for those who are transported on a hitching basis;

c) The workers or employees of the Policyholder and the legal representatives of the companies insured, during travel in which they use the insured vehicle as means of transport;

Sole Paragraph: Occupants transported on a hitching basis means those who ask a driver in transit for a free ride in their vehicle.

d) The occupants of the insured vehicle in the event of an accident or breakdown involving that vehicle.

2. Insured vehicle, this means the light or heavy ambulance identified in the Specific Conditions.

3. Breakdown, malfunctioning of the insured vehicle which prevents the Insured Person from using it, with the exception of faults deriving from any lack of or change in fuel or a burst or flat tyre.

4. Accident, any chance event deriving from the normal use of the insured vehicle which prevents it from continuing its journey and which triggers the present covers.

5. Towing, transfer of the unladen insured vehicle from the scene of the accident or breakdown to the place of repair or domicile in Portugal or, alternatively, to a collection point to wait for transport.

6. Transport, transfer of the insured vehicle, unladen, from the collection point, where it is being kept further to the towing, to the place of repair or domicile in Portugal.

7. Breakdown recovery, the set of tasks to be carried out at the scene of the accident or breakdown with a view to getting the insured vehicle to work again, on a provisional or permanent basis, ensuring the appropriate safety standards. For safety reasons, the insured vehicle may have to be taken to an authorised parking area.

8. Removal or extraction, the set of tasks required to put the insured vehicle, unladen, which has had an accident involving overturning or fall from one level to another, back on the road where it was travelling, provided that this is a public or private road intended for vehicle transport.

9. Assistance Service, service carried out by an entity that organises and provides, on behalf of Zurich, the covers granted under this Special Condition, whether they are of a pecuniary nature or whether they involve the rendering of services.

10. Immobilisation, impossibility of circulation of insured vehicle owing to loss covered by the policy.

11. Immobilisation date, date as from which there has been an impossibility of circulation of the insured vehicle owing to a loss covered by the policy;

12. Repair start date, date on which the insured vehicle begins to be repaired by the garage.

032.1 Roadside assistance for Ambulances – Territorial limit

The remit of the present Special Condition is limited to the territory of Mainland Portugal and the Autonomous Regions of Madeira and the Azores, all European countries, and in the territory of the non-European countries of the Mediterranean basin (Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco).

032.2 Roadside assistance for Ambulances – Covers contracted

The covers and respective maximum amounts insured by the present Special Condition, depend on the type and the covers contracted, and on the insured vehicle classification, stated in the Specific Conditions, in accordance with the tables below:

Table 1 - Guarantees of Assistance to the Vehicle and its Occupants			031 (Ambulances)
1. Towing expenses			EUR 300
2. Coordinated transport and repatriation		Coordinated transport and repatriation	EUR 10,000
		Collection expenses	EUR 150
3. Removal and extraction of the vehicle			EUR 150
Transport or repatriation of the occupants			EUR 10,000
4. Accommodation and Transport of Persons in the Event of Immobilisation of the Insured Vehicle		Hotel accommodation expenses awaiting repair	Per insured person EUR 75 per day
			Maximum EUR 150
		Rental vehicle for return to place of residence or to complete journey to the destination	Portugal 24 hours Abroad 72 hours
5. Transport expenses of the Insured for recovering the insured vehicle			EUR 2,000
6. Sending a professional driver			EUR 5,000
7. Costs for sending replacement parts			EUR 1,000

032.3 Roadside assistance for Ambulances - Exclusions

In addition to the policy's general exclusions, the cover provided by this Special Condition does not include:

- a) Services requested by the Insured Person without the prior communication to or the consent of Zurich, with the exception of situations of force majeure;
- b) assistance to occupants of the vehicle transported free of charge, as hitchhikers;
- c) whenever the occurrence takes place when the insured vehicle is used for a service different to that for which it was designed;
- d) the provision, in whatever case or for whatever purpose, of a vehicle identical to that insured by the policy. All and any responsibility for the transport of patients in urgent/emergency situations is specifically excluded; the Insured is responsible for finding alternative means of transport.

032.4 – Roadside assistance for Ambulances - Deductible

Unless stated otherwise in the Specific Conditions, the present cover and its guarantees are only valid from Km 0 (zero) starting from the habitual professional address of the policyholder.

032.5 Roadside assistance for ambulances - Vehicle and its Occupants Assistance Covers

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Towing Expenses

1.1. In the event of an accident or breakdown that cannot be repaired locally, Zurich guarantees payment of the towing costs to the garage chosen by the insured person, up to the capital limit provided for in the Specific Conditions.

1.2. When the towing service has not been directly requested at the services of Zurich, the latter shall only be liable for the costs of said services in the event of force majeure, assuming this to mean any situations in which the Insured Person has not been able to use the assistance services provided by Zurich as an exclusive result of: duly proven injuries suffered by the Insured Person or occupants of the vehicle; demonstrated material impossibility of communication; clearance of the highway by Police authorities, Brisa, Junta Autónoma das Estradas or other official bodies with similar responsibilities.

2. Expenses for Repatriation of the Vehicle and Collection

2.1. In the event of a breakdown or accident that renders the insured vehicle non-roadworthy and the repair work, in Portugal, requires more than 6 hours, or, abroad, more than 8 hours, Zurich guarantees repatriation of the insured vehicle to the place of residence of the Insured Person in Portugal or to the car manufacturer's nearest garage/dealership to that place, chosen by the Insured Person.

If the Insured Person prefers, and the transport cost is equal to or less than that for repatriation, Zurich will cover the costs of transporting the vehicle to the journey's destination.

2.2. This guarantee is likewise valid in the case of theft of the insured vehicle when it is recovered with a breakdown that renders it non-roadworthy and/or after the return or departure of the Insured Person and other Insured Persons that could drive it.

2.3. If the cost of repatriation is greater than the vehicle's market value in Portugal, Zurich is not obliged to repatriate the insured vehicle and will bear only the costs of its legal abandonment when specifically requested by its owner.

2.4. The expenses for collection of the vehicle related with the covers provided in the preceding items are guaranteed up to the limit defined in the Particular Conditions.

2.5. Excluded from this cover guarantee are damage and losses resulting from delays in repatriating the vehicles due to problems or restrictions beyond Zurich's control and the robbery or theft of baggage, personal belongings and documents and accessories of the insured vehicle.

3. Removal and extraction of the vehicle

Zurich will bear the costs, up to the capital limit defined in the Specific Conditions, for the removal or extraction of the insured vehicle, where removal or extraction is understood as the work necessary to put the vehicle involved in an accident back on the road.

4. Accommodation and Transport of Persons in the Event of Immobilisation of the Insured Vehicle

In the event of immobilisation of the insured vehicle owing to an accident or breakdown, Zurich undertakes to provide the following services, up to the insured sum limits provided for in the Particular Conditions:

4.1. Transport of the occupants and accommodation of the Insured Persons in a hotel where they can await the repair/recovery of the insured vehicle, when said repair/recovery does not take place on the day of immobilisation.

4.2. Whenever the repair cannot be carried out on the day of immobilisation and requires more than 6 hours' work, Zurich will assume responsibility for transporting the vehicle's occupants, by the most appropriate means, back to their professional address in Portugal or to the journey's destination to perform the treatment and return of the occupants to their places of residence.

4.3. In the cases provided for in the preceding items, and if the resources are available locally, the Insured Person may opt for a light rental vehicle of 1,400 cc for a maximum period of 24 hours, in Portugal, or 72 hours when abroad, for the purpose of returning to the habitual professional address or to continue the journey to the destination;

5. Transport Costs for the Purpose of Recovering the Insured Vehicle or Transport or Repatriation of the Vehicle;

In the event that the vehicle involved in an accident or breakdown is repaired on site and the repatriation or transport guarantee with respect to that vehicle is not used, or in the event that the vehicle is stolen and later found in good running order and conditions of safety, Zurich will bear the transport costs, using the most appropriate means of transport, for the Insured Person, driver of the vehicle, or the person indicated by him/her, for the purpose of recovering the vehicle or, alternatively, for transport of the insured vehicle to the Insured's address or the nearest garage to that place chosen by the latter, in accordance with item 2.

6. Sending a Professional Driver

Whenever the Insured Person is transported or repatriated owing to illness, an accident or death, or in the event of incapacity to drive when none of the other occupants can take his/her place, Zurich will bear the costs of hiring a professional driver to transport the vehicle and its occupants to their place of residence in Portugal or, when requested, to their destination whenever the number of days required to reach the destination is not greater than that necessary for the return journey home. Zurich covers exclusively the costs for the driver, excluding all other costs.

Fuel expenses and any other expenses for the vehicle itself will be borne by the Insured.

7. Costs for Sending Replacement Parts

Zurich will bear the expenses for sending, by the most appropriate means, the parts necessary for repair of the vehicle and safety of its occupants, provided they cannot be sourced in the occurrence location.

The transport costs only will be borne by Zurich. The Insured Person must reimburse Zurich for the cost of the parts and the respective customs duties.

032.6 Roadside assistance for ambulances – Request for assistance

In order to make the provision of the adequate assistance by Zurich possible, the Policyholder, or any other of the Insured Persons, must immediately inform Zurich – preferably by telephone – of any event that triggers the policy covers, indicating the type of assistance required, the identification of the persons and vehicle covered, the policy number and the place where they are and phone number under which they can be reached.

Zurich will bear the costs of the telephone call from abroad to its Call Centre whenever the Insured Person requests a collect call.

032.7 Roadside assistance for Ambulances – Complementarity

The indemnities that derive from the provision of Roadside assistance services are, in all circumstances, complementary to other services the Insured may avail of through other insurance policies already contracted with other insurers, with application of Articles 433 and 434 of the Company Code.

033. Roadside assistance for funeral vehicles [Special Condition 032]

Under the terms, conditions and exclusions set out below, it is specifically agreed that the Insured Persons are guaranteed the assistance deriving from the occurrence of the risks foreseen which occur during journeys, up to the limit stated in **point 33.2**, without prejudice to any rights which may be invoked under any other optional covers contracted or the rights covered under motor vehicle compulsory third party liability.

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

1. Insured Persons are deemed to be those whose habitual residence is in Portugal:

- a) The Policyholder, Insured and the spouse, or person in an identical situation, ascendants and descendants in the first degree or legally equivalent persons, when they cohabit with the Insured in the same household, regardless of whether they travel together or separately and regardless of the means of transport used;
- b) The insured vehicle driver on a legitimate, legally qualified basis, as well as the people transported free-of-charge in the insured vehicle except for those who are transported on a hitching basis;
- c) The workers or employees of the Policyholder and the legal representatives of the companies insured, during travel in which they use the insured vehicle as means of transport;

Sole Paragraph: Occupants transported on a hitching basis means those who ask a driver in transit for a free ride in their vehicle.

- d) The occupants of the insured vehicle in the event of an accident or breakdown involving that vehicle.

2. Insured vehicle, all vehicles in the rental fleet with driver with a gross weight of less than 3500 kg and which are owned by the policyholder.

3. Breakdown, malfunctioning of the insured vehicle which prevents the Insured Person from using it, with the exception of faults deriving from any lack of or change in fuel or a burst or flat tyre.

4. Accident, any chance event deriving from the normal use of the insured vehicle which prevents it from continuing its journey and which triggers the present covers.

5. Towing, transfer of the unladen insured vehicle from the scene of the accident or breakdown to the place of repair or domicile in Portugal or, alternatively, to a collection point to wait for transport.

6. Transport, transfer of the insured vehicle, unladen, from the collection point, where it is being kept further to the towing, to the place of repair or domicile in Portugal.

7. Breakdown recovery, the set of tasks to be carried out at the scene of the accident or breakdown with a view to getting the insured vehicle to work again, on a provisional or permanent basis, ensuring the appropriate safety standards. For safety reasons, the insured vehicle may have to be taken to an authorised parking area.

8. Removal or extraction, the set of tasks required to put the insured vehicle, unladen, which has had an accident involving overturning or fall from one level to another, back on the road where it was travelling, provided that this is a public or private road intended for vehicle transport.

9. Assistance Service, service carried out by an entity that organises and provides, on behalf of Zurich, the covers granted under this Special Condition, whether they are of a pecuniary nature or whether they involve the rendering of services.

10. Immobilisation, impossibility of circulation of insured vehicle owing to loss covered by the policy.

11. Immobilisation date, date as from which there has been an impossibility of circulation of the insured vehicle owing to a loss covered by the policy;

12. Repair start date, date on which the insured vehicle begins to be repaired by the garage.

033.1 Roadside assistance for funeral vehicles – Territorial limit

The remit of the present Special Condition is limited to the territory of Mainland Portugal and the Autonomous Regions of Madeira and the Azores, all European countries, and in the territory of the non-European countries of the Mediterranean basin (Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco).

033.2 Roadside assistance for funeral vehicles – Covers contracted

The covers and respective maximum amounts insured by the present Special Condition, depend on the type and the covers contracted, and on the insured vehicle classification, stated in the Specific Conditions, in accordance with the tables below:

Table 1 - Guarantees of Assistance to the Vehicle and its Occupants		031 (Funeral Vehicles)
1. Towing of the vehicle as a result of an accident		EUR 100
2. Transport or Repatriation of the Insured Vehicle and Collection	Coordinated transport and repatriation	EUR 10,000
	Collection expenses	EUR 150
3. Transport, repatriation or continuation of the journey of the driver of the vehicle that suffers an accident, breaks down or is stolen;		EUR 2,500
4. The hotel accommodation expense whenever the Insured Persons have to wait for the vehicle to be repaired;	Per day	EUR 60 per day
	Maximum	EUR 180
5. Dispatch of replacement parts		EUR 5,000

033.3 Roadside assistance for funeral vehicles – Exclusions

Zurich shall not pay any services which:

- a) Have not been requested from it in advance;
- b) Have not been authorised in advance;
- c) Have not been carried out by it.

Sole Paragraph: However, benefits are covered which arise from cases of force majeure or demonstrated material impossibility.

2. Other exclusions

In addition to the specific exclusions applying to each cover guarantee, the following policy services or losses/damage are also excluded from this Special Condition:

- a) those resulting from events that occur before this contract comes into force;
- b) Those caused maliciously by the Policyholder or Insured Person or as a result of attempted suicide, be it consummated or not;
- c) Those affecting the Insured Person when in a state of inebriation or under the influence of narcotics or other drugs not medically prescribed;
- d) those caused by earthquakes, volcanic eruptions, seaquakes, flooding or any other natural disaster;
- e) those resulting from wagers, participation in sports competitions and the training for such competitions;
- f) those caused by the direct or indirect effect of explosion, release of heat or radiation resulting from nuclear fission or fusion, acceleration of particles or radioactivity;

g) those involving payment of fines.

033.4 Roadside assistance for funeral vehicles – Deductible

Unless stated otherwise in the Specific Conditions, the present cover and its guarantees are only valid from Km 0 (zero) starting from the habitual professional address of the policyholder.

033.5 Roadside assistance for funeral vehicles - Vehicle and its Occupants Assistance Covers

Provided that this cover has been contracted and in accordance with the classification of the insured vehicle, stated in the Specific Conditions, the following may be covered:

1. Towing of the insured vehicle as a result of an accident/occurrence

In the event of a breakdown, accident, theft, robbery or unauthorised use of the insured vehicle that renders the vehicle non-roadworthy, Zurich will organise the intervention of an expert mechanic and bear the respective mileage costs.

If the repair cannot be carried out locally, Zurich guarantees towing from the place of immobilisation to the nearest garage, up to the limit defined in the Specific Conditions.

2. Transport or Repatriation of the Insured Vehicle and Collection

Whenever, as a result of a breakdown or accident, the insured vehicle is immobilised for more than 4 hours' repair work in Portugal or 3 days abroad, or in the event of theft, if the vehicle is only recovered after the return journey of the Insured Person and within 6 months after the date of the theft, Zurich will bear:

a) The costs for the transport of the vehicle to the garage, based in Portugal, chosen by the Insured, organising and assuming the responsibility for the transport and repatriation;

b) The costs for collection of the vehicle related with this cover guarantee, up to the limit defined in the specific conditions; If the cost of repair is greater than the vehicle's market value in Portugal, Zurich is not obliged to repatriate the vehicle and will bear only the costs of its legal abandonment.

3. Transport, repatriation or continuation of the journey of the driver of the vehicle that suffers an accident, breaks down or is stolen;

When, as a result of a breakdown or accident, the vehicle requires repair work of more than 3 days, and the Insured does not make use of the cover guarantee in item 4 of this Special Condition, or in the event of theft, Zurich will bear the costs of transporting the vehicle's driver to his place of residence or to the journey's destination, provided the expenses for the latter do not exceed those for the former journey;

4. The hotel accommodation expenses whenever the Insured Person has to wait for the vehicle to be repaired;

If the vehicle that suffers an accident or breakdown cannot be repaired on the same day, Zurich will bear the hotel accommodation costs for the vehicle's driver up to the limit defined in the specific conditions.

5. Dispatch of replacement parts

Zurich will bear the costs of sending, by the most appropriate means, the parts required for the repair of the insured vehicle, provided said parts cannot be sourced in the occurrence location.

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

Whenever, for the purpose of rapid delivery abroad, the parts are sent to the airport customs closest to the location of the Insured Person, Zurich will bear the transport costs, up to the limit of the price of one 1st class train ticket, to collect the parts.

033.6 Roadside assistance for funeral vehicles – Assistance requests

In order to make the provision of the adequate assistance by Zurich possible, the Policyholder, or any other of the Insured Persons, must immediately inform Zurich – preferably by telephone – of any event that triggers the policy covers, indicating the type of assistance required, the identification of the persons and vehicle covered, the policy number and the place where they are and phone number under which they can be reached.

Zurich will bear the costs of the telephone call from abroad to its Call Centre whenever the Insured Person requests a collect call.

033.7 Roadside assistance for funeral vehicles – Complementarity

The indemnities that derive from the provision of Roadside assistance services are, in all circumstances, complementary to other services the Insured may avail of through other insurance policies already contracted with other insurers, with application of Articles 433 and 434 of the Company Code.

034. Legal protection and defence [Special Condition 021]

Under the terms of this Special Condition, Zurich guarantees for Insured Persons any expenses incurred with Legal protection, up to the limit stipulated in **point 34.12**, Legal Protection for Insured Persons deriving from claims related with the circulation of the vehicle identified in the Specific Conditions.

For the purposes of this Special Condition, the following definitions apply:

1. Insured Person, one of the following people:

- a) The Policyholder or Insured, as owner or driver of the insured vehicle;
- b) the legally qualified driver of the insured vehicle, provided he/she is duly authorised by the owner;
- c) the family members of the Policyholder, the Insured or the driver of the vehicle that are beneficiaries of the right to compensation;
- d) the occupants of the insured vehicle, provided they are transported free of charge;
- e) In the event that the Policyholder or the Insured is a corporate body, the partners, managers and/or directors, as well as the family members indicated in sub-paragraph c) are also covered when they are occupants of the insured vehicle.

2. Insured vehicle, the vehicle identified in the Specific Conditions, as well as the caravan or trailer, when covered by the insurance contract and coupled to the vehicle at the time the event occurred, provided that they are not used for public services and fit in with one of the following classifications:

- a) **Mopeds**: a vehicle endowed with two or three wheels with a maximum threshold and design speed, not exceeding 45 km/h, and with engine capacity of no greater than 50 cm³;
- b) **Light quadricycle**: a vehicle whose maximum threshold and design speed is no greater than 45 km/h, whose unladen mass does not exceed 350 kg, excluding the mass of the batteries in the electric vehicle, and with engine capacity of 50 cm³, in the case of a spark ignition engine, or whose maximum power does not exceed 4 kW, in the case of other internal combustion engines or electric motors;
- c) **Heavy quadricycle**: a vehicle whose motor power does not exceed 15kW and whose unladen mass, excluding the mass of the batteries in the case of electric vehicles, does not exceed 400 kg or 550 kg, depending on whether it is intended, respectively, for transporting passengers or goods;
- d) **Motorcycle**: a vehicle fitted with two wheels, with or without a side car, with a propulsion engine whose capacity exceeds 50 cm³ in the case of an internal combustion engine, or which, by design exceeds the threshold speed of 45 km/h;
- e) **Light passenger and/or goods vehicle**: vehicle whose gross weight is equal to or less than 3500 kg and whose capacity does not exceed 9 seats, including that of the driver.

Sole Paragraph Exclusions: The following vehicle types are not covered by this Special Condition:

- a) **Taxis: light passenger rental vehicle assigned to public transport, equipped with time and distance measuring equipment (taximeter) and with its own distinguishing badges;**
- b) **Letter A vehicles: light passenger rental vehicle assigned to public transport, not equipped with a taximeter;**
- c) **Letter T vehicles: light passenger rental vehicle assigned to tourist transport, included in quotas set for tourist areas and run and driven by tourism drivers.**

3. Accident/loss, The event or series of events resulting from one and the same cause that activates this Special Condition.

4. Expenses, expenses are deemed to be any costs incurred to guarantee the defence of the Insured Persons and which are directly related with:

- a) Investigation, filing and settlement of the claim;
- b) Lawyer and/or solicitor fees for the insured person;
- c) The legal costs and/or fees to be borne by the insured person by decision of a competent court in relation to any legal procedure under this Special Condition.

5. Litigation, a litigious divergence or situation in which the Insured Person exercises a right of his/hers, contests the intentions of a third party or defends himself/herself in court.

6. Management company, service rendered by an entity which takes care of the management and settlement, on behalf of the Insurer, of the covers guaranteed by this Special Condition.

034.1 Legal defence and protection – Risks covered

Under the terms, conditions and exclusions of this Special Condition, and up to the limits stipulated in point **23.12**, Zurich covers the following risks:

1. Legal protection

1.1. Penal Defence

Zurich undertakes to bear the costs for the defence of the Insured Person in penal proceedings if the latter is accused of a crime by negligence as a result of a road accident.

Under this cover, Zurich will also cover expenses for the defence of the Insured Person in penal proceedings if the latter, having been accused of a malicious crime, is found not guilty or found guilty of negligence.

1.2. Civil Defence

Zurich undertakes to bear the costs of the defence of the Insured Person in civil proceedings arising from a road accident.

1.3. Claim for Damage

Zurich undertakes to bear the costs for claims – be they extrajudicial or in the courts – aimed at making third parties liable to pay compensation for all material and non-material damage to the Insured Person as a result of a road accident involving the insured vehicle.

1.4. Claim for Policy Services Covered by other Insurance Guarantees

Zurich guarantees to provide the Insured Person the assistance in legal claims he/she requires, as a result of a road accident in order to exercise his/her rights arising from other guarantees and covers in the insurance policy he/she holds for the vehicle.

This cover guarantee also includes:

- a) claims for damage to the insured vehicle owing to occurrences that are not related with circulation of the vehicle which do not have contractual origin;
- b) claims for damage to the insured vehicle when it is in the custody or deposit of third parties;
- c) amicable and legal claims made to third parties for damage to the insured vehicle during its transport by third parties under a contract.

2. Claims in the Event of Deficient Repair of the Insured Vehicle

2.1. Whenever, following a breakdown or accident, the insured vehicle is repaired and said repair is found to be deficient based on the opinion of the expert appointed by Zurich, the latter will cover, up to the limit defined in **point 34.12**, the expenses for judicial or extrajudicial claims for:

- a) Damage suffered by the Insured Person;
- b) Indemnities demanded of the Insured Person for damage suffered by third parties as a result of an accident or breakdown caused by the deficient repair of the insured vehicle;
- c) the amount of repair costs necessary to correct the deficient repair;

2.2. This cover guarantee only becomes valid after a grace period of 30 (thirty) days beginning on the date of this Special Condition's entry into force.

3. Bonds

Zurich guarantees, up to the limits defined in **point 34.12**, payment of the bonds required of the Insured Person in the context of penal proceedings in order to secure his/her provisional release, following a road accident.

All bonds will be paid in the form of loans, meaning that the person responsible for a bond is obliged to reimburse Zurich the respective amounts immediately upon decision by the depository body to return said amounts, or when it becomes definite that said body will not be returning bonds posted.

4. Advance of Judicially Established Indemnities

Within the limits defined in **point 34.12**, Zurich will make advance payment to the Insured Person of any indemnity in his/her favour stipulated in a "res judicata" decision by a Portuguese court in proceedings arising from a road accident involving the insured vehicle, provided that the condemned third party has a located address and is not declared insolvent or that there is an entity with direct or subsidiary third party liability which meets the same conditions.

The payment of indemnities will be made as an advance payment, meaning that the Insured Person is obliged to reimburse Zurich for the indemnity amount within six months beginning on the date of the respective executory decision. The reimbursement obligation will be registered in a declaration of debt signed by the respective person responsible.

034.2 Legal protection and defence – Extension of covers

Within the limits defined and indicated in **point 34.12**, Zurich will bear:

1. The administrative costs for claim management;
2. the lawyer or solicitor fees or expenses;
3. fees and expenses for the involvement of experts or arbiters;
4. court fees and legal costs for proceedings in the context of the covers provided by this contract.

The payments and/or reimbursements due under this Special Condition will be paid by the managing company after the court decision becomes "res judicata" and upon submission of the respective documentary evidence.

034.3 Legal protection and defence – Complementary cover

1. Administrative Infringements of the Highway Code.

Zurich undertakes to bear the costs for the defence of the Insured Person deriving from a claim guaranteed by the covers effectively contracted, in proceedings for infringements of the laws and regulations relative to road traffic.

2. Procedures in Cases of Administrative Infringements

Within a period of 2 (two) days after receipt of the fine summons or imposition of a sanction or any other notification from a regulating body, the Insured Person must forward it to Zurich so that it can, on the Insured Persons' behalf, contest the decisions or present the appropriate appeals against the fines in accordance with legal terms and deadlines.

If, upon analysis of said notifications, Zurich concludes that they breach any legal precept, Zurich will contest them (on behalf of the Insured Person, who will sign all contestations or appeals) at all administrative instances.

To this end, the Insured Person undertakes to keep his/her address updated, to where Zurich can forward all contestations sent to the respective authority.

If Zurich concludes that there are no legal grounds for contestation, it will immediately file the notice or notification and inform the Insured Person of its reasoned decision.

034.4 Legal protection and defence – Territorial Limit

The covers bestowed in the present Special Condition are valid for occurrences within the territorial space defined for the motor vehicle insurance policy.

034.5 Legal defence and protection – Exclusions

In addition to the exclusions in the motor vehicle insurance policy's General Conditions, the following are also excluded from this cover guarantee:

- 1. Legal actions or disputes between Insured Persons;**
- 2. Legal action or disputes between any of the Insured Persons and Zurich, without prejudice to the provisions of Article 34.7;**
- 3. Any amounts the Insured Person is legally condemned to pay for:**
 - a) request of third persons in the action and respective interest;**
 - b) attorneyship and proceedings cost for the opposing party.**
- 4. The payment of fines, penalties and indemnities that are the responsibility of the Insured Person or of witnesses named by him/her;**
- 5. Any amounts by way of taxes or any other fiscal obligations;**
- 6. The travel costs for the Insured Person and witnesses whenever they have to travel, be it inside Portugal or abroad, in order to be present at legal proceedings covered by the policy;**
- 7. Road accidents in which the driver of the insured vehicle does not have a driving licence or whose driving licence is not valid;**
- 8. Road accidents in which the driver of the insured vehicle is not authorised to drive it;**
- 9. The defence of Insured Persons whenever they drive with a blood alcohol level above the permitted level or under the influence of narcotics or other drugs or toxic substances;**
- 10. The defence of the Insured Person in penal or civil proceedings resulting from intentional conduct or any action for which the Insured Person is accused of a malicious perpetration of a crime;**
- 11. The defence of the Insured Person in disputes that occur after the event and are based on rights transferred or subrogated or rights emerging from solidarity credits;**
- 12. Facts, circumstances or damage already existing on the date of the accident or that occur before this contract enters into force;**
- 13. The costs for legal action proposed by the Insured Person with a view to achieving compensation for damage suffered when:**
 - a) Zurich deems that such action does not have sufficient prospects for success, without prejudice to the provisions of point 34.6, item 5;**
 - b) Zurich considers the indemnity proposal made by the liable third party to be fair and sufficient, without prejudice to the provisions of point 34.6, item 5;**
 - c) Zurich is of the opinion that appeal against the decision given is not justified, without prejudice to the provisions of point 34.6, item 5;**
 - d) the third party is insolvent;**
 - e) the value of the damage is less than the highest national minimum monthly wage;**
- 14. Road accidents resulting from participation of the insured vehicle in sports competitions or trials of any kind;**
- 15. Lawyers' or solicitors' costs and fees that are incurred without Zurich being duly informed in advance of their appointment;**

16. In relation to the complementary cover for Highway Code fines in conformity with point 34.3, the following are specifically excluded:

- a) judicial contestation of decisions by administrative authorities;**
- b) Administrative fines resulting from wrongful acts;**
- c) Administrative fines applied in foreign countries;**
- d) fines incurred while driving under the influence of alcohol, narcotics or other drugs or toxic products;**
- e) Parking tickets;**
- f) Speeding fines.**

034.6 Legal protection and defence – Right of insured people

The Insured Person has the right to:

- 1.** Freely choose a lawyer or any other person with legally recognised qualifications to defend or represent him/her or serve his/her interests in judicial or administrative proceedings or also when there are conflicts of interests between him/her and Zurich;
- 2.** The Insured Person may choose a lawyer from the Zurich network if he/she deems this fitting and it is his/her free will;
- 3.** If the lawyer appointed by the Insured Person has a professional base outside the district in which the proceedings take place, he/she will be responsible for the travel, boarding and accommodation expenses of said lawyer;
- 4.** Seek a solution through the arbitration process provided for in Clause 35 of the motor vehicle insurance General Conditions in the event of any difference of opinions between the Insured Person and Zurich, be it with respect to interpretation of the clauses of this contract or the timeliness to commence or continue a legal action or appeal, without prejudice to the provisions of the following item;
- 5.** Proceed with legal action or the appeal against a court decision at his/her own expense, without prejudice to the possibility of making recourse to the arbitration process, whenever Zurich is of the opinion that a claim does not have sufficient prospects for success or that the proposal made by the opposing party is reasonable or that the lodging of an appeal against a court decision is not justified;
- 6.** Reimbursement for expenses incurred when, in the situations outlined in the preceding item, he/she achieves a more favourable result than that proposed by the managing company;
- 7.** Be informed by Zurich of the rights referred to in the preceding items whenever a conflict of interest emerges or whenever there is disagreement as to settlement of a dispute.

Sole Paragraph:

Conflict of interest arises in particular where Zurich guarantees legal protection cover for both parties in a dispute or contracts with the Policyholder another insurance in any other branch that can be activated by the damage for which a claim can be made under this Special Condition.

034.7 Legal protection and defence – Obligations of insured people

In addition to the obligations contained in Chapter VII of the policy's General Conditions and those provided for in this Special Condition, the Insured Persons are also obliged to:

- 1.** Forward to Zurich, within a maximum period of 8 (eight) days after receipt, all notices, summonses, requests, letters, notifications and, in general, all judicial and extrajudicial documents pertaining to the claim, as well as the causes, circumstances and consequence of the accident and names of those involved and witnesses;
- 2.** To consult with Zurich by registered mail or another means that produces a written record, with the necessary advance notice in relation to any deadlines that may exist, as to the timeliness of filing an action or lodging an appeal against a decision and to any transaction proposals made to them, subject to, if they do not do so, losing the rights of Legal Protection guaranteed by this contract;
- 3.** Report a dispute before appointing a lawyer, i.e. to not seek the intervention of a lawyer or other qualified professional without informing Zurich beforehand and securing the latter's agreement;
- 4.** Reimburse Zurich, within the periods established in this contract, for all advance payments made under the guarantees of this policy;
- 5.** Not omit relevant facts imputable to him/her that compromise the outcome of any proceedings, under pain of forfeiting the rights covered by this Special Condition, with Zurich having right of recourse in relation to any expenses it has incurred in the context of said proceedings;
- 6.** Supply to Zurich all documents that justify expenses incurred that are covered by this Special Condition.

034.8 Legal protection and defence – Procedure in the event of a claim

- 1.** Once a claim for an occurrence covered by this Special Condition is received, Zurich will assess the claim and inform the Insured Person as soon as possible, in writing and providing justification, if it concludes that the reported occurrence is not covered by the policy or if the claim is not likely to be successful.
- 2.** If the claim is accepted, Zurich will take the necessary actions for extrajudicial or judicial settlement of the dispute.

3. If an extrajudicial agreement is not possible and recourse to the courts is considered both viable and necessary, Zurich will give its consent, in writing, to the free choice of a lawyer by the Insured or confirmation of the request for a lawyer by the Insured Person to Zurich to defend and represent the former;

4. Professionals from the legal field will have total freedom in managing the dispute without having to depend on instructions from Zurich; the latter will also not be liable for the actions of the latter nor for the outcome of the proceedings.

Sole Paragraph:

Nevertheless, the legal professionals appointed by the Insured Person should keep Zurich informed of their actions and the development of the respective proceedings, forwarding copies of all procedural documents.

034.9 Legal defence and protection – Timeframe

In the context of the defence of the Insured Person, this Special Condition takes effect in relation to judicial or extrajudicial proceedings arising from accidents that occur during the term of validity of the policy covering the vehicle involved.

034.10 Legal defence and protection – Subrogation

Whenever this is the case, Zurich will be subrogated in all material rights awarded to the Insured Person in the context of judicial proceedings covered by this Special Condition, namely the reimbursement of costs and other legal expenses.

034.11 Legal defence and protection – Omissions

In all cases omitted in this contract the legal provisions in force will apply.

034.12 Legal defence and protection – Covers and compensation limits

Covers		Compensation Limit
1. Legal protection	Defence fees in penal proceedings as a result of a road accident	EUR 1,500
	Defence fees in civil proceedings as a result of a road accident	EUR 1,500
2. Claims in the event of deficient repair of the vehicle		EUR 2,500
3. Bonds		EUR 4,500
4. Advance of judicially established indemnities	By claim	EUR 2,500
	Per annual period	EUR 6,500
5. The administrative costs for claim management.		EUR 1,500
6. Administrative Infringements of the Highway Code.		EUR 250
7. Procedural expenses including legal costs		EUR 1,500

035. Zurich courtesy guarantee – Zero deposit for rent-a-car [Special Condition 037]

Under the terms, conditions and exclusions of this Special Condition, Zurich guarantees through the vehicle rental company that the Insured Person is exempt of the fuel deposit vis-à-vis the latter when it collects the vehicle rented.

This cover is valid when the Insured Person triggers Roadside assistance or Replacement Vehicle owing to Breakdown cover and/or uses the replacement vehicle cover in the event of an accident or breakdown. The vehicle rental service with a Zero Bond may only be requested from the vehicle rental company through the Zurich HelpPoint Customer Care Centre service.

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

1. Insured Person, one of the following people:

a) the Policyholder;

b) the Insured;

c) The usual driver of the vehicle.

d) the workers or employees of the Policyholder and the legal representatives of the companies insured, during travel in which they use the insured vehicle as means of transport.

2. Insured vehicle, the vehicle identified in the Specific Conditions.

035.1 Zurich courtesy guarantee – Zero deposit for rent-a-car - Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

035.2 Zurich courtesy guarantee – Zero deposit for rent-a-car - Exclusions

Zurich does not ensure this cover for Policyholders who have credit risk ratings with the Bank of Portugal.

036. Zurich courtesy guarantee – Taxi service [Special Condition 038]

Under the terms, conditions and exclusions of this Special Condition, Zurich guarantees to the Insured Person the taxi service from the place of return of the replacement vehicle at the rental company to the repair garage where the repaired insured vehicle is situated.

This service is provided by Zurich to the Insured Person whenever a Roadside assistance service is requested for the insured vehicle with entitlement to a replacement vehicle for more than 3 consecutive or interspersed days in accordance with the breakdown diagnosis on the repair work sheet sent by the repair garage.

The kilometre limit of this cover is 50 Km. The taxi service must first be requested from Zurich.

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

1. Insured Person, one of the following people:

- a) the Policyholder;
- b) the Insured;
- c) The usual driver of the vehicle.

2. Insured vehicle, The vehicle identified in the Specific Conditions.

036.1 Zurich courtesy guarantee – Taxi service - Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

036.2 Zurich courtesy guarantee – Taxi service - Exclusions

The following are specifically excluded from the cover of the present Special Condition:

- a) The reimbursement of taxi or people transport expenses or some other transport service requested directly by the Insured Person;
- b) distances which exceed the kilometre limit defined in Clause 1 of the present Special Condition;
- c) Rentals of less than 3 consecutive or interspersed days.

037. Zurich courtesy guarantee – Replacement vehicle urgent reservations [Special Condition 039]

Under the terms, conditions and exclusions of this Special Condition, Zurich guarantees to the Insured Person delivery of a replacement vehicle no more than 2 hours after the Roadside assistance request (and corresponding Replacement vehicle request), made by phone to Zurich.

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

1. Insured Person, one of the following people:

- a) the Policyholder;
- b) the Insured;
- c) The usual driver of the vehicle.

037.1 Zurich courtesy guarantee – Replacement vehicle urgent reservations - Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

037.2 Zurich Courtesy guarantee – replacement vehicle urgent reservations - Exclusions

The following are specifically excluded from the cover of the present Special Condition:

- a) The reimbursement of taxi or people transport expenses or some other transport service requested directly by the Insured Person;
- b) The reimbursement of any expenses incurred by the Insured Person on his/her own behalf and risk.

038. Zurich courtesy guarantee – Car washes [Special Condition 040]

Under the terms, conditions and exclusions of this Special Condition, Zurich guarantees to the Insured Person during one annual period two washes for vehicles insured under the Zurich Car Insurance policy.

The present cover has a grace period of 90 days.

The washing service is carried out by the car wash service provider indicated by Zurich and it must first be requested from Zurich.

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

1. Insured Person, one of the following people:

- a) the Policyholder;
- b) the Insured;
- c) The usual driver of the vehicle.

2. Insured vehicle, The vehicle identified in the Specific Conditions.

038.1 Zurich courtesy guarantee – Car washes – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

038.2 Zurich courtesy guarantee car washes - exclusions

The following are specifically excluded from the cover of the present Special Condition:

- a) **The reimbursement of washing expenses when it is carried out or requested directly by the Insured Person;**
- b) **Any expenses incurred by the Insured Person on the journey to the car wash provider indicated by Zurich;**
- c) **Any damages caused by the vehicle washing service provider;**
- d) **The reimbursement of any expenses incurred by a service requested by the Insured Person.**

039. Zurich courtesy guarantee – Substitution vehicle, extension of vehicle rental term [Special Condition 041]

Under the terms, conditions and exclusions of this Special Condition, Zurich guarantees to the Insured Person, whenever requested by the latter, the extension of the replacement vehicle rental timeframe owing to a breakdown or accident after a Roadside assistance request.

Zurich guarantees direct billing to the Insured of additional costs beyond the period guaranteed by the Roadside assistance cover of the Zurich Car Insurance policy. **Any costs not guaranteed by the Roadside assistance cover shall be billed to the Insured Person in accordance with the price tables agreed with the Zurich providers.**

The rental extension period must be requested directly from Zurich, giving 24 hours notice before the end of the rental vehicle return deadline. The Policyholder shall pay any invoices pertaining to the additional costs sent by Zurich, within 10 business days after the date of issue thereof, by cheque or bank transfer in accordance with that indicated on the debit note issued by Zurich on behalf of the Policyholder.

A new vehicle rental extension service may only be granted if there are no amounts outstanding to Zurich.

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

1. Insured Person, one of the following people:

- a) the Policyholder;
- b) the Insured;
- c) The usual driver of the vehicle.

039.1 Zurich courtesy guarantee – Replacement vehicle, extension of vehicle rental term – Territorial limit

Unless specifically agreed in the Specific Conditions, the scope of the present cover is limited to the territory of Mainland Portugal Continental and the Autonomous Regions of Madeira and the Azores.

039.2 Zurich courtesy guarantee – Replacement vehicle, extension of vehicle rental term - Exclusions

The following are specifically excluded from the cover of the present Special Condition:

- a) The reimbursement of taxi or people transport expenses or some other transport service requested directly by the Insured Person;
- b) The reimbursement of any expenses incurred by the Insured Person on his/her own behalf and risk.
- c) the reimbursement of any expenses incurred by the extension of rentals not requested in advance from Zurich;
- d) Any additional costs and expenses pertaining to fuel, insurance or others relating to the rental of the vehicle by the Insured Person.

040. Zurich courtesy guarantee – inspection [Special Condition 042]

Under the terms, conditions and exclusions of this Special Condition, Zurich guarantees to the Insured Person the rental of a replacement vehicle of class A, B, C or D, up to 1400 c.c., within 2 consecutive days, once a year and if the insured vehicle is being inspected as foreseen in the official maintenance programme of the manufacturer of the insured vehicle.

The vehicle rental request must be made directly to Zurich.

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

1. Insured Person, one of the following people:

- a) the Policyholder;
- b) the Insured;
- c) The usual driver of the vehicle.

2. Insured vehicle, The vehicle identified in the Specific Conditions.

040.1 Zurich courtesy guarantee – Inspection – Territorial limit

This insurance is valid in mainland Portugal and the Autonomous Regions of Madeira and the Azores, meaning that the substitution vehicles provided will be limited in circulation to the territory of Portugal.

040.2 Zurich courtesy guarantee – Inspection - exclusions

The following are specifically excluded from the cover of the present Special Condition:

- a) The rental of a replacement vehicle when the insured vehicle is older than 4 years old;
- b) The reimbursement of any expenses incurred with taxis or the transport of people to the replacement vehicle rental location;
- c) The reimbursement of any expenses incurred by a service requested by the Insured Person.

Zurich Car Insurance

Specific conditions applicable to the compulsory third party liability insurance (Part I and Part II) and to the optional Covers of the car insurance (Part III)

(Applicable in accordance with that indicated in the Policy)

The following clauses form part of the Policy in terms of Compulsory motor insurance, compulsory third party liability insurance and optional car insurance covers, provided that they are specifically contracted and indicated in the Specific Conditions.

802 Garage owner's insurance

803 Driver insurance

810 New holder

814 Territorial extension/ temporary increase in the third party liability limit

826 Creditor

827 Calculation of premium

Garage owner's insurance [Specific condition 802]

1. This Policy guarantees to the garage owners, as defined in Special Conditions 001 and 002, provided that the vehicle is driven by the holder of the driving licence mentioned in the Policy and for the general and special covers specifically subscribed in the context of the present contract under the terms contracted.

Driver Insurance [Specific condition 803]

This policy covers the risks and the maximum amounts stipulated therein in terms of claims, occurring with any vehicle of the type and engine capacity stated therein, provided that the person responsible for driving holds the driving licence referred to in the Specific Conditions.

When notifying the claim, the Insured must prove that the car was driven by the driver referred to in the policy.

Policy cover extends to the driving of the vehicle, recorded in the name of the holder of the insured licence and whose characteristics are stated in the contract, when driven by the holder of said driving licence.

The territorial scope of this insurance is limited to Mainland Portugal and the Autonomous Regions of the Azores and Madeira, not taking effect outside said space.

New holder [Specific Condition 810]

By way of this rider, it is hereby declared that the obligations of the Insured of this contract have been transferred to the entity designated as the Policyholder in accordance with written information in the possession of Zurich.
The address of the Policyholder is that stated in this Rider.

Territorial extension/ temporary increase in the third party liability limit [Specific Condition 814]

The covers of the present policy are valid for those countries stated in the contract and/or the present rider, within the limits stipulated in the Specific Conditions and in accordance with the green card issued by Zurich.

It is further declared that Zurich's liability for any damages caused to third parties as a result of fire or explosion caused by sparks from the insured vehicle, is limited to those amounts determined in the context of compulsory third party liability motor insurance.

Upon termination of the term pertaining to territorial extension, all the previous conditions and clauses shall remain in place.

Creditor [Specific Condition 826]

The Parties agree that Zurich shall not cancel the policy nor pay any compensation for a claim pertaining to interests protected under the present contract, without bestowing upon third party creditors, holders of the safeguarded rights of the policy, the right to:

- 1- Pay the premium already due, provided that said payment is made in a period not exceeding 30 days after the maturity date.
- 2- Invoke its credit guarantee with regard to compensation by claim

Calculation of the premium [Specific Condition 827]

The premium calculation method shall take into account the following risk factors: the characteristics and type of vehicle, age, driving licence, area of habitual use of the vehicle, as well as the driving experience and risk experience (Bonus/Malus).

Specific Conditions applicable to the Optional Motor Insurance Covers (Part III)

(Applicable in accordance with that indicated in the Policy)

The following clauses form part of the Policy with regard to the Special Insurance, provided that they are specifically contracted and indicated in the Specific Conditions.

- 800 Deductible / Comprehensive insurance
- 801 Third party liability cover for cargo vehicles
- 805 Passengers transported in the cabin
- 806 Exclusion of work risks
- 807 Towing services
- 808 Vehicles with trailer, tractors, power cultivators
- 809 Comprehensive insurance / foreign registration plate
- 811 Insufficient coverage
- 812 Passengers transported in the cargo box
- 813 Passengers transported in ambulances
- 815 Ruining of clothing and/or footwear, destruction or theft of baggage (vehicle occupants)
- 816 Degree of impairment (vehicle occupants)
- 817 Deductible / Catastrophic risks of nature and fall of aircraft [Special Condition 006 and 026]
- 818 Deductible / Acts of terrorism, vandalism, malicious acts or sabotage [Special Condition 007 and 028]
- 819 Deductible / Strikes, riots and public disorder [Special Conditions 008 and 027]
- 820 Deductible / Temporary privation of use [Special Condition 009]
- 823 Updating of sum insured (Eurotax comprehensive insurance)
- 824 Impairment table (comprehensive insurance)
- 825 Updating of sum insured (comprehensive insurance)
- 828 Deductible / Breakage of basic glass [Special Condition 043]
- 829 Sublimit Breakage of general glass [Special Condition 010]
- 830 Sublimit Breakage of glass, make [Special Condition 033]

Deductible / comprehensive insurance [Specific Condition 800]

It is hereby agreed and accepted that, notwithstanding the provisions of this policy, Zurich shall not be liable for payment of the percentage / indicated value of any amount claimed and payable under the terms of its General Conditions, as a result of any damage suffered by the insured vehicle.

Third party liability cover for cargo vehicles [Specific Condition 801]

As regards the optional motor insurance covers, this policy also covers any third-party damage caused by the cargo transported in the insured vehicle provided that the latter is in motion.

Sole Paragraph

The cover bestowed by this clause excludes any damage deriving from loading and unloading operations involving the goods transported and those caused to the cargo itself (or its packaging), either during transport or during loading, unloading or transshipment operations.

Passengers transported in the cabin [Specific Condition 805]

As regards any optional motor insurance covers, it is hereby declared that the coverage of the passengers transported in flat bed vehicles (pick-ups) only encompasses passengers transported in the cabin, in number that is legally authorised.

Exclusion of work risks [Specific Condition 806]

Without prejudice to the imperative provisions of the compulsory insurance, the cover bestowed by the present contract only encompasses road accidents and under no circumstances is any third-party damages covered caused by the insured vehicle now any damages suffered by the vehicle itself, provided that said damages derive from its own, specific works.

Towing services [Specific condition 807]

This policy does not cover "Towing Services".

Vehicles with trailer, tractors, power cultivators [Specific condition 808]

- a) Without prejudice to the provisions of the compulsory Third Party Liability Insurance (part II), any damages caused by fire are excluded when resulting from accidents covered by the policy if the assets affected are insured by a fire policy;
- b) The insured sum is the same one for the tower and the trailer (s);
- c) Comprehensive insurance cover includes the towing identified in the policy up to the amount stated in the Specific Conditions;
- d) The coverage of impact, collision or overturning shall not take effect whenever there is an accident with the trailer mentioned in the policy coupled to a tow truck which this policy does not cover.

Comprehensive insurance / foreign registration [Specific condition 809]

It is hereby declared that in the event of an accident which results in the theft or total destruction of the insured vehicle, the compensation payable by Zurich shall be calculated in line with the vehicle value in the country of origin.

Insufficiency of cover [Specific condition 811]

Without prejudice to the stipulations of the General Conditions of the policy, it is hereby declared that, in the event of a claim, the Insured shall be liable for the corresponding percentage of the value of the vehicle that this contract does not cover, since the Insured did not accept the contracting of the insurance for the amount proposed by Zurich.

Passengers transported in the cargo box [Specific Condition 812]

As regards the optional motor insurance covers, this policy guarantees the risk of any passengers transported in the cargo box of the insured vehicle, provided that they are transported under the safety conditions stipulated by law and the regulations in force provided that the vehicle has appropriate seats for its usage.

Ruining of clothing and/or footwear, destruction or theft of baggage (vehicle occupants) [Specific Condition 815]

It is hereby agreed that as regards the optional motor insurance covers, and under the terms, conditions and exclusions of the policy, any damages caused to the personal effects of the Insured People are covered, as well as the misplacement or theft of baggage as a result of a road accident owing to an impact, collision, overturning and also in the event of a fire in the vehicle stated in the contract.

Degree of impairment (vehicle occupants) [Specific Condition 816]

The Insured is affected by partial permanent disability whose degree of impairment and location are stated in the policy.

Deductible / Catastrophic risks of nature and fall of aircraft (Special Condition 006) [Specific condition 817]

It is hereby determined that, in each claim, when a deductibles system is selected of over 0%, the system of deductibles chosen on the declared value for the purposes of calculating the premium - a minimum of EUR 125.00 - will always need to be deducted from the compensation which Zurich has to pay.

Under the terms of this specific condition, the present deductible also applies, if contracted, to coverage of the Replacement amount during the first three years – Replacement value during the first three years - catastrophic risks of nature and fall of aircraft [Special Condition 026]

Deductible / Acts of terrorism, vandalism, malicious acts or sabotage (special condition 007) [Specific Condition 818]

It is hereby determined that, in each claim, when a deductibles system is selected of over 0%, the deductible chosen on the declared value for the purposes of calculating the premium - a minimum of EUR 250.00 - will always need to be deducted from the compensation which Zurich has to pay.

Under the terms of this specific condition, the present deductible also applies, if contracted, to coverage of the Replacement amount during the first three years – Replacement value during the first three years - Acts of terrorism, vandalism, malicious acts or sabotage [Special Condition 028]

Deductible / Strikes, riots and public disorder (special condition 008) [Specific Condition 819]

It is hereby determined that, in each claim, when a deductibles system is selected of over 0%, the deductible chosen on the declared value for the purposes of calculating the premium - a minimum of EUR 125.00 - will always need to be deducted from the compensation which Zurich has to pay.

Under the terms of this specific condition, the present deductible also applies, if contracted, to coverage of the Replacement amount during the first three years – Strikes, riots and public disorder [Special Condition 027]

009 Deductible / Temporary privation of use (special condition 009) [Specific Condition 820]

It is hereby determined that, for each claim, Zurich shall not be liable for the first 3 (three) days after occurrence of the accident.

Updating of sum insured (Eurotax comprehensive insurance) [Specific Condition 823]

In accordance with the provisions of Dec. Law 214/97 and clause 5 thereof, it is hereby agreed that the updating of the capital subject to insurance shall be carried out based on the amounts set by the company specialised in determining EUROTAX vehicle values, both for the purposes of calculating the premium and to determine the compensatory amounts.

Impairment table (comprehensive insurance) [Specific condition 824]

Pursuant to the provisions of clauses 2 and 4 of Dec. Law 214/97 and paragraph 2(b) of clause 38 of the General Conditions, the present contract is subject to the impairment table which forms an integral part of this Specific Condition.

Updating of sum insured (comprehensive insurance) [Specific Condition 825]

Under the provisions of clause 5 of Dec. Law 214/97, it is hereby agreed that the amount which is the object of the insurance shall be that provided by the Policyholder/Insured, with the latter undertaking to provide Zurich, giving minimum notice of 60 (sixty) days prior to the contract anniversary date, with the respective value to be assigned to the insured vehicle.

Deductible / Breakage of basic glass (special condition 043) [Specific Condition 828]

However, it is stipulated that in each claim involving glass replacement, the deductible of EUR 50 must always be deducted from the compensation incumbent upon Zurich.

Sublimit Breakage of general glass (Special condition 010) [Specific Condition 829]

However, it is hereby determined that the repair or replacement costs and the respective expenses incurred with installing panoramic windscreens, panoramic roofs, sunroofs and their accessories which are essential for the completion of the service in the insured vehicle, is up to the limit of EUR 1,500 per claim and per annum.

Sublimit Breakage of glass, make (Special condition 033) [Specific Condition 830]

However, it is hereby determined that the repair or replacement costs and the respective expenses incurred with installing panoramic windscreens, panoramic roofs, sunroofs and their accessories which are essential for the completion of the service in the insured vehicle, is up to the limit of EUR 2,500 per claim and per annum.

Tables - Impairment of the insured vehicle to be assumed for the purposes of total loss

Light passenger vehicles with gasoline

Price in new up to 12.500 €

MÉS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-4,84%	-21,53%	-31,84%	-40,91%	-48,34%	-54,98%	-62,23%	-69,51%	-75,39%	-80,13%	-83,96%	-87,05%	-89,55%	-91,57%	-93,19%	-94,50%	-95,56%	-96,42%	-97,11%	-97,67%
2	-8,56%	-22,64%	-32,74%	-41,77%	-49,07%	-55,43%	-62,89%	-70,05%	-75,82%	-80,48%	-84,25%	-87,28%	-89,74%	-91,71%	-93,31%	-94,60%	-95,64%	-96,48%	-97,16%	-97,71%
3	-11,31%	-23,68%	-33,61%	-42,57%	-49,72%	-55,87%	-63,55%	-70,58%	-76,25%	-80,83%	-84,53%	-87,51%	-89,92%	-91,86%	-93,43%	-94,70%	-95,72%	-96,54%	-97,21%	-97,75%
4	-13,28%	-24,65%	-34,43%	-43,28%	-50,33%	-56,31%	-64,20%	-71,10%	-76,67%	-81,17%	-84,80%	-87,73%	-90,10%	-92,00%	-93,55%	-94,79%	-95,79%	-96,61%	-97,26%	-97,79%
5	-14,63%	-25,54%	-35,19%	-43,89%	-50,90%	-56,76%	-64,83%	-71,61%	-77,08%	-81,50%	-85,07%	-87,95%	-90,27%	-92,15%	-93,66%	-94,88%	-95,87%	-96,67%	-97,31%	-97,83%
6	-15,55%	-26,33%	-35,85%	-44,36%	-51,45%	-57,20%	-65,45%	-72,11%	-77,49%	-81,83%	-85,33%	-88,16%	-90,44%	-92,29%	-93,77%	-94,97%	-95,94%	-96,72%	-97,36%	-97,87%
7	-16,20%	-27,03%	-36,43%	-44,70%	-52,00%	-57,96%	-66,06%	-72,61%	-77,89%	-82,15%	-85,59%	-88,37%	-90,61%	-92,42%	-93,88%	-95,06%	-96,01%	-96,78%	-97,40%	-97,90%
8	-16,75%	-27,69%	-36,98%	-45,01%	-52,54%	-58,70%	-66,66%	-73,09%	-78,28%	-82,47%	-85,85%	-88,58%	-90,78%	-92,56%	-93,99%	-95,15%	-96,08%	-96,84%	-97,45%	-97,94%
9	-17,39%	-28,38%	-37,59%	-45,41%	-53,06%	-59,43%	-67,25%	-73,57%	-78,66%	-82,78%	-86,10%	-88,78%	-90,94%	-92,69%	-94,10%	-95,24%	-96,15%	-96,90%	-97,49%	-97,98%
10	-18,24%	-29,16%	-38,32%	-46,00%	-53,56%	-60,15%	-67,83%	-74,03%	-79,04%	-83,08%	-86,34%	-88,98%	-91,10%	-92,82%	-94,20%	-95,32%	-96,22%	-96,95%	-97,54%	-98,01%
11	-19,26%	-30,02%	-39,14%	-46,74%	-54,05%	-60,85%	-68,40%	-74,49%	-79,41%	-83,38%	-86,58%	-89,17%	-91,26%	-92,94%	-94,30%	-95,40%	-96,29%	-97,00%	-97,58%	-98,05%
12	-20,38%	-30,92%	-40,02%	-47,54%	-54,52%	-61,55%	-68,96%	-74,94%	-79,77%	-83,67%	-86,82%	-89,36%	-91,41%	-93,07%	-94,41%	-95,48%	-96,35%	-97,06%	-97,62%	-98,08%

Price in new from 12.500 € to 50.500€

MÉS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-5,12%	-22,65%	-33,32%	-42,25%	-49,67%	-56,56%	-63,06%	-69,55%	-74,90%	-79,30%	-82,94%	-85,93%	-88,40%	-90,44%	-92,12%	-93,50%	-94,64%	-95,58%	-96,36%	-97,00%
2	-8,99%	-23,85%	-34,23%	-42,94%	-50,25%	-56,93%	-63,65%	-70,03%	-75,30%	-79,63%	-83,21%	-86,16%	-88,59%	-90,59%	-92,24%	-93,61%	-94,73%	-95,65%	-96,42%	-97,05%
3	-11,82%	-24,94%	-35,12%	-43,61%	-50,83%	-57,31%	-64,23%	-70,51%	-75,69%	-79,96%	-83,48%	-86,38%	-88,77%	-90,74%	-92,37%	-93,71%	-94,81%	-95,72%	-96,47%	-97,09%
4	-13,80%	-25,93%	-35,97%	-44,26%	-51,42%	-57,71%	-64,80%	-70,98%	-76,08%	-80,28%	-83,74%	-86,60%	-88,95%	-90,89%	-92,49%	-93,81%	-94,89%	-95,79%	-96,53%	-97,14%
5	-15,13%	-26,82%	-36,77%	-44,89%	-52,03%	-58,15%	-65,37%	-71,45%	-76,46%	-80,59%	-84,00%	-86,81%	-89,13%	-91,03%	-92,61%	-93,91%	-94,98%	-95,86%	-96,59%	-97,19%
6	-16,00%	-27,63%	-37,51%	-45,50%	-52,68%	-58,66%	-65,92%	-71,90%	-76,84%	-80,90%	-84,26%	-87,02%	-89,30%	-91,18%	-92,73%	-94,00%	-95,06%	-95,92%	-96,64%	-97,23%
7	-16,62%	-28,36%	-38,18%	-46,10%	-53,37%	-59,32%	-66,46%	-72,35%	-77,21%	-81,21%	-84,51%	-87,23%	-89,47%	-91,32%	-92,84%	-94,10%	-95,14%	-95,99%	-96,69%	-97,27%
8	-17,18%	-29,07%	-38,80%	-46,69%	-54,07%	-59,97%	-67,00%	-72,79%	-77,57%	-81,51%	-84,75%	-87,43%	-89,64%	-91,46%	-92,96%	-94,19%	-95,21%	-96,05%	-96,75%	-97,32%
9	-17,87%	-29,81%	-39,44%	-47,28%	-54,71%	-60,61%	-67,52%	-73,23%	-77,93%	-81,80%	-85,00%	-87,63%	-89,80%	-91,59%	-93,07%	-94,29%	-95,29%	-96,12%	-96,80%	-97,36%
10	-18,85%	-30,62%	-40,11%	-47,88%	-55,27%	-61,24%	-68,04%	-73,65%	-78,28%	-82,09%	-85,24%	-87,83%	-89,97%	-91,73%	-93,18%	-94,38%	-95,36%	-96,18%	-96,85%	-97,40%
11	-20,04%	-31,49%	-40,82%	-48,48%	-55,75%	-61,86%	-68,55%	-74,07%	-78,63%	-82,38%	-85,47%	-88,02%	-90,13%	-91,86%	-93,29%	-94,47%	-95,44%	-96,24%	-96,90%	-97,44%
12	-21,35%	-32,40%	-41,54%	-49,08%	-56,17%	-62,46%	-69,05%	-74,49%	-78,97%	-82,66%	-85,70%	-88,21%	-90,28%	-91,99%	-93,40%	-94,56%	-95,51%	-96,30%	-96,95%	-97,48%

Price in new above 50.500€

MÉS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-7,90%	-29,58%	-38,36%	-45,10%	-51,91%	-57,29%	-63,38%	-69,72%	-74,97%	-79,30%	-82,89%	-85,85%	-88,30%	-90,33%	-92,00%	-93,39%	-94,53%	-95,48%	-96,26%	-96,91%
2	-13,90%	-30,57%	-39,16%	-45,72%	-52,48%	-57,72%	-63,95%	-70,20%	-75,36%	-79,63%	-83,16%	-86,07%	-88,49%	-90,48%	-92,13%	-93,49%	-94,62%	-95,55%	-96,32%	-96,96%
3	-18,27%	-31,48%	-39,93%	-46,28%	-53,09%	-58,13%	-64,52%	-70,67%	-75,75%	-79,95%	-83,42%	-86,29%	-88,67%	-90,63%	-92,25%	-93,60%	-94,70%	-95,62%	-96,38%	-97,01%
4	-21,30%	-32,30%	-40,62%	-46,82%	-53,70%	-58,50%	-65,08%	-71,13%	-76,13%	-80,26%	-83,68%	-86,51%	-88,85%	-90,78%	-92,38%	-93,70%	-94,79%	-95,69%	-96,44%	-97,05%
5	-23,26%	-33,04%	-41,20%	-47,36%	-54,26%	-58,82%	-65,63%	-71,58%	-76,50%	-80,57%	-83,94%	-86,72%	-89,02%	-90,92%	-92,50%	-93,80%	-94,87%	-95,76%	-96,49%	-97,10%
6	-24,42%	-33,69%	-41,65%	-47,95%	-54,73%	-59,08%	-66,17%	-72,03%	-76,87%	-80,88%	-84,19%	-86,93%	-89,19%	-91,07%	-92,61%	-93,89%	-94,95%	-95,83%	-96,55%	-97,15%
7	-25,07%	-34,25%	-41,95%	-48,60%	-55,10%	-59,72%	-66,70%	-72,47%	-77,24%	-81,18%	-84,44%	-87,14%	-89,36%	-91,21%	-92,73%	-93,99%	-95,03%	-95,89%	-96,60%	-97,19%
8	-25,47%	-34,79%	-42,21%	-48,26%	-55,40%	-60,36%	-67,22%	-72,90%	-77,60%	-81,48%	-84,68%	-87,34%	-89,53%	-91,34%	-92,84%	-94,08%	-95,11%	-95,96%	-96,66%	-97,24%
9	-25,91%	-35,36%	-42,55%	-49,88%	-55,70%	-60,98%	-67,74%	-73,33%	-77,95%	-81,77%	-84,93%	-87,54%	-89,70%	-91,48%	-92,96%	-94,18%	-95,19%	-96,02%	-96,71%	-97,28%
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11	-27,51%	-36,76%	-43,71%	-50,92%	-56,44%	-62,20%	-68,75%	-74,16%	-78,64%	-82,34%	-85,40%	-87,93%	-90,02%	-91,75%	-93,18%	-94,36%	-95,34%	-96,14%	-96,81%	-97,36%
12	-28,53%	-37,55%	-44,41%	-51,40%	-56,86%	-62,79%	-69,24%	-74,57%	-78,97%	-82,61%	-85,63%	-88,12%	-90,17%	-91,88%	-93,28%	-94,45%	-95,41%	-96,20%	-96,86%	-97,41%

Diesel passenger cars

Price in new up to 17.500€

MÉS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-4,77%	-17,68%	-29,01%	-37,09%	-45,70%	-51,75%	-58,38%	-65,01%	-70,58%	-75,26%	-79,20%	-82,51%	-85,30%	-87,64%	-89,60%	-91,26%	-92,65%	-93,82%	-94,80%	-95,63%
2	-8,20%	-18,94%	-29,97%	-37,80%	-46,36%	-52,24%	-58,98%	-65,51%	-71,00%	-75,62%	-79,50%	-82,76%	-85,51%	-87,81%	-89,75%	-91,38%	-92,76%	-93,91%	-94,88%	-95,69%
3	-10,51%	-20,14%	-30,93%	-38,47%	-47,00%	-52,72%	-59,57%	-66,00%	-71,42%	-75,97%	-79,79%	-83,01%	-85,71%	-87,99%	-89,90%	-91,51%	-92,86%	-94,00%	-94,95%	-95,76%
4	-11,93%	-21,27%	-31,82%	-39,12%	-47,59%	-53,17%	-60,15%	-66,49%	-71,83%	-76,31%	-80,08%	-83,25%	-85,92%	-88,16%	-90,05%	-91,63%	-92,96%	-94,08%	-95,03%	-95,82%
5	-12,68%	-22,30%	-32,59%	-39,78%	-48,14%	-53,59%	-60,72%	-66,97%	-72,23%	-76,65%	-80,37%	-83,49%	-86,12%	-88,33%	-90,19%	-91,75%	-93,06%	-94,17%	-95,10%	-95,88%
6	-12,99%	-23,23%	-33,19%	-40,48%	-48,63%	-53,95%	-61,28%	-67,45%	-72,63%	-76,99%	-80,65%	-83,73%	-86,32%	-88,50%	-90,33%	-91,87%	-93,16%	-94,25%	-95,17%	-95,94%
7	-13,07%	-24,05%	-33,60%	-41,23%	-49,06%	-54,61%	-61,84%	-67,91%	-73,02%	-77,32%	-80,93%	-83,96%	-86,52%	-88,66%	-90,47%	-91,99%	-93,26%	-94,33%	-95,24%	-95,99%
8	-13,15%	-24,82%	-33,92%	-42,02%	-49,46%	-55,26%	-62,38%	-68,37%	-73,41%	-77,64%	-81,20%	-84,19%	-86,71%	-88,83%	-90,60%	-92,10%	-93,36%	-94,42%	-95,30%	-96,05%
9	-13,46%	-25,57%	-34,31%	-42,81%	-49,86%	-55,90%	-62,92%	-68,83%	-73,79%	-77,96%	-81,47%	-84,42%	-86,90%	-88,99%	-90,74%	-92,21%	-93,45%	-94,50%	-95,37%	-96,11%
10	-14,15%	-26,36%	-34,87%	-43,57%	-50,30%	-56,54%	-63,46%	-69,27%	-74,17%	-78,28%	-81,74%	-84,64%	-87,09%	-89,14%	-90,87%	-92,33%	-93,55%	-94,57%	-95,44%	-96,16%
11	-15,17%	-27,20%	-35,56%	-44,31%	-50,77%	-57,16%	-63,98%	-69,71%	-74,54%	-78,59%	-82,00%	-84,86%	-87,27%	-89,30%	-91,00%	-92,44%	-93,64%	-94,65%	-95,50%	-96,22%
12	-16,39%	-28,08%	-36,33%	-45,01%	-51,25%	-57,77%	-64,50%	-70,15%	-74,90%	-78,90%	-82,26%	-85,08%	-87,46%	-89,45%	-91,13%	-92,54%	-93,73%	-94,73%	-95,57%	-96,27%

Price in new from 17.500€ to 64.500€

MÉS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-4,74%	-20,06%	-30,57%	-39,61%	-48,11%	-55,68%	-61,06%	-66,07%	-70,44%	-74,25%	-77,56%	-80,45%	-82,97%	-85,16%	-87,07%	-88,73%	-90,18%	-91,45%	-92,55%	-93,51%
2	-8,26%	-21,27%	-31,47%	-40,30%	-48,74%	-56,04%	-61,50%	-66,46%	-70,78%	-74,54%	-77,82%	-80,67%	-83,16%	-85,33%	-87,22%	-88,86%	-90,30%	-91,55%	-92,63%	-93,58%
3	-10,75%	-22,38%	-32,35%	-40,96%	-49,39%	-56,41%	-61,94%	-66,84%	-71,11%	-74,83%	-78,07%	-80,89%	-83,35%	-85,50%	-87,36%	-88,99%	-90,41%	-91,64%	-92,72%	-93,66%
4	-12,42%	-23,38%	-33,20%	-41,63%	-50,08%	-56,81%	-62,38%	-67,22%	-71,44%	-75,12%	-78,32%	-81,11%	-83,54%	-85,66%	-87,51%	-89,12%	-90,52%	-91,74%	-92,80%	-93,73%
5	-13,46%	-24,29%	-34,01%	-42,33%	-50,79%	-57,27%	-62,81%	-67,60%	-71,77%	-75,40%	-78,57%	-81,33%	-83,73%	-85,82%	-87,65%	-89,24%	-90,62%	-91,83%	-92,88%	-93,80%
6	-14,09%	-25,09%	-34,75%	-43,08%	-51,54%	-57,80%	-63,23%	-67,97%	-72,09%	-75,68%	-78,81%	-81,54%	-83,92%	-85,99%	-87,79%	-89,36%	-90,73%	-91,92%	-92,96%	-93,87%
7	-14,49%	-25,81%	-35,42%	-43,89%	-52,32%	-58,28%	-63,65%	-68,33%	-72,41%	-75,96%	-79,05%	-81,75%	-84,10%	-86,15%	-87,93%	-89,48%	-90,84%	-92,02%	-93,04%	-93,94%
8	-14,88%	-26,49%	-36,07%	-44,73%	-53,08%	-58,76%	-64,07%	-68,69%	-72,72%	-76,23%	-79,29%	-81,96%	-84,28%	-86,30%	-88,07%	-89,60%	-90,94%	-92,11%	-93,12%	-94,01%
9	-15,44%	-27,19%	-36,72%	-45,52%	-53,78%	-59,23%	-64,48%	-69,05%	-73,03%	-76,51%	-79,53%	-82,17%	-84,46%	-86,46%	-88,20%	-89,72%	-91,05%	-92,20%	-93,20%	-94,08%
10	-16,33%	-27,96%	-37,42%	-46,24%	-54,37%	-59,69%	-64,88%	-69,40%	-73,34%	-76,77%	-79,76%	-82,37%	-84,64%	-86,62%	-88,34%	-89,84%	-91,15%	-92,29%	-93,28%	-94,15%
11	-17,48%	-28,80%	-38,15%	-46,89%	-54,87%	-60,15%	-65,28%	-69,75%	-73,65%	-77,04%	-79,99%	-82,57%	-84,81%	-86,77%	-88,47%	-89,96%	-91,25%	-92,38%	-93,36%	-94,21%
12	-18,76%	-29,67%	-38,89%	-47,50%	-55,30%	-60,61%	-65,68%	-70,10%	-73,95%	-77,30%	-80,22%	-82,77%	-84,99%	-86,92%	-88,60%	-90,07%	-91,35%	-92,46%	-93,43%	-94,28%

Price in new above 64.500€

MÉS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-7,21%	-25,52%	-36,14%	-45,68%	-53,33%	-60,62%	-65,90%	-71,06%	-75,45%	-79,16%	-82,32%	-85,00%	-87,27%	-89,20%	-90,83%	-92,22%	-93,40%	-94,40%	-95,25%	-95,97%
2	-12,53%	-26,81%	-37,11%	-46,49%	-53,99%	-60,87%	-66,36%	-71,46%	-75,78%	-79,45%	-82,56%	-85,20%	-87,44%	-89,34%	-90,96%	-92,33%	-93,49%	-94,48%	-95,31%	-96,02%
3	-16,27%	-28,06%	-38,05%	-47,26%	-54,70%	-61,14%	-66,82%	-71,84%	-76,11%	-79,73%	-82,80%	-85,40%	-87,61%	-89,49%	-91,08%	-92,43%	-93,58%	-94,55%	-95,38%	-96,08%
4	-18,71%	-29,21%	-38,93%	-47,98%	-55,44%	-61,48%	-67,27%	-72,23%	-76,43%	-80,00%	-83,03%	-85,60%	-87,78%	-89,63%	-91,20%	-92,53%	-93,67%	-94,62%	-95,44%	-96,13%
5	-20,13%	-30,21%	-39,74%	-48,66%	-56,21%	-61,91%	-67,72%	-72,60%	-76,75%	-80,27%	-83,26%	-85,80%	-87,95%	-89,77%	-91,32%	-92,64%	-93,75%	-94,70%	-95,50%	-96,18%
6	-20,83%	-31,01%	-40,47%	-49,30%	-56,99%	-62,47%	-68,15%	-72,98%	-77,07%	-80,54%	-83,49%	-85,99%	-88,11%	-89,91%	-91,44%	-92,74%	-93,84%	-94,77%	-95,56%	-96,23%
7	-21,10%	-31,60%	-41,11%	-49,91%	-57,78%	-62,98%	-68,59%	-73,34%	-77,38%	-80,81%	-83,71%	-86,18%	-88,27%	-90,05%	-91,56%	-92,84%	-93,92%	-94,84%	-95,62%	-96,29%
8	-21,22%	-32,09%	-41,72%	-50,48%	-58,52%	-63,48%	-69,01%	-73,71%	-77,69%	-81,07%	-83,94%	-86,37%	-88,43%	-90,18%	-91,67%	-92,93%	-94,00%	-94,91%	-95,68%	-96,34%
9	-21,48%	-32,64%	-42,38%	-51,04%	-59,16%	-63,98%	-69,44%	-74,06%	-77,99%	-81,33%	-84,15%	-86,55%	-88,59%	-90,32%	-91,78%	-93,03%	-94,08%	-94,98%	-95,74%	-96,39%
10	-22,11%	-33,35%	-43,13%	-51,59%	-59,67%	-64,47%	-69,85%	-74,42%	-78,29%	-81,58%	-84,37%	-86,74%	-88,75%	-90,45%	-91,90%	-93,12%	-94,16%	-95,05%	-95,80%	-96,43%
11	-23,07%	-34,21%	-43,96%	-52,14%	-60,05%	-64,95%	-70,26%	-74,76%	-78,59%	-81,83%	-84,58%	-86,92%	-88,90%	-90,58%	-92,01%	-93,22%	-94,24%	-95,12%	-95,86%	-96,48%
12	-24,24%	-35,16%	-44,83%	-52,72%	-60,36%	-65,43%	-70,66%	-75,11%	-78,88%	-82,08%	-84,79%	-87,09%	-89,05%	-90,71%	-92,11%	-93,31%	-94,32%	-95,18%	-95,91%	-96,53%

Light commercial vehicles

Price in new up to 25.500€

MÉS	1° ANO	2° ANO	3° ANO	4° ANO	5° ANO	6° ANO	7° ANO	8° ANO	9° ANO	10° ANO	11° ANO	12° ANO	13° ANO	14° ANO	15° ANO	16° ANO	17° ANO	18° ANO	19° ANO	20° ANO
1	-8,37%	-32,43%	-42,11%	-50,04%	-56,85%	-62,99%	-67,91%	-72,42%	-76,29%	-79,62%	-82,48%	-84,94%	-87,05%	-88,87%	-90,43%	-91,78%	-92,93%	-93,92%	-94,78%	-95,51%
2	-14,74%	-33,57%	-43,05%	-50,79%	-57,54%	-63,43%	-68,31%	-72,76%	-76,59%	-79,87%	-82,70%	-85,13%	-87,22%	-89,01%	-90,55%	-91,88%	-93,02%	-94,00%	-94,84%	-95,57%
3	-19,42%	-34,62%	-43,95%	-51,47%	-58,23%	-63,85%	-68,71%	-73,10%	-76,88%	-80,13%	-82,92%	-85,31%	-87,38%	-89,15%	-90,67%	-91,98%	-93,11%	-94,08%	-94,91%	-95,62%
4	-22,69%	-35,56%	-44,77%	-52,08%	-58,88%	-64,26%	-69,10%	-73,44%	-77,17%	-80,37%	-83,13%	-85,50%	-87,53%	-89,29%	-90,79%	-92,08%	-93,19%	-94,15%	-94,97%	-95,68%
5	-24,85%	-36,38%	-45,48%	-52,62%	-59,49%	-64,62%	-69,49%	-73,77%	-77,46%	-80,62%	-83,34%	-85,68%	-87,69%	-89,42%	-90,90%	-92,18%	-93,28%	-94,22%	-95,03%	-95,73%
6	-26,17%	-37,08%	-46,02%	-53,10%	-60,02%	-64,95%	-69,87%	-74,10%	-77,74%	-80,86%	-83,55%	-85,86%	-87,85%	-89,55%	-91,02%	-92,28%	-93,36%	-94,30%	-95,10%	-95,78%
7	-26,96%	-37,66%	-46,39%	-53,52%	-60,47%	-65,39%	-70,25%	-74,43%	-78,02%	-81,10%	-83,76%	-86,04%	-88,00%	-89,68%	-91,13%	-92,38%	-93,45%	-94,37%	-95,16%	-95,84%
8	-27,50%	-38,20%	-46,70%	-53,93%	-60,87%	-65,82%	-70,62%	-74,75%	-78,29%	-81,34%	-83,96%	-86,21%	-88,15%	-89,81%	-91,24%	-92,47%	-93,53%	-94,44%	-95,22%	-95,89%
9	-28,08%	-38,78%	-47,09%	-54,38%	-61,26%	-66,25%	-70,99%	-75,06%	-78,56%	-81,57%	-84,16%	-86,38%	-88,30%	-89,94%	-91,35%	-92,57%	-93,61%	-94,51%	-95,28%	-95,94%
10	-28,93%	-39,48%	-47,67%	-54,91%	-61,67%	-66,67%	-71,35%	-75,38%	-78,83%	-81,80%	-84,36%	-86,56%	-88,44%	-90,07%	-91,46%	-92,66%	-93,69%	-94,58%	-95,34%	-95,99%
11	-30,01%	-40,30%	-48,41%	-55,51%	-62,10%	-67,09%	-71,71%	-75,68%	-79,10%	-82,03%	-84,56%	-86,72%	-88,59%	-90,19%	-91,57%	-92,75%	-93,77%	-94,64%	-95,40%	-96,04%
12	-31,21%	-41,18%	-49,23%	-56,17%	-62,54%	-67,50%	-72,07%	-75,99%	-79,36%	-82,26%	-84,75%	-86,89%	-88,73%	-90,31%	-91,67%	-92,84%	-93,85%	-94,71%	-95,45%	-96,09%

Price in new above 25.500€

MÉS	1° ANO	2° ANO	3° ANO	4° ANO	5° ANO	6° ANO	7° ANO	8° ANO	9° ANO	10° ANO	11° ANO	12° ANO	13° ANO	14° ANO	15° ANO	16° ANO	17° ANO	18° ANO	19° ANO	20° ANO
1	-8,39%	-30,09%	-40,55%	-49,92%	-57,47%	-63,76%	-68,07%	-71,66%	-74,84%	-77,67%	-80,18%	-82,41%	-84,38%	-86,14%	-87,70%	-89,08%	-90,31%	-91,40%	-92,36%	-93,22%
2	-14,66%	-31,32%	-41,50%	-50,56%	-58,00%	-64,19%	-68,39%	-71,94%	-75,09%	-77,89%	-80,38%	-82,58%	-84,54%	-86,28%	-87,82%	-89,19%	-90,40%	-91,48%	-92,44%	-93,29%
3	-19,12%	-32,46%	-42,44%	-51,15%	-58,55%	-64,60%	-68,70%	-72,22%	-75,34%	-78,11%	-80,57%	-82,75%	-84,69%	-86,41%	-87,94%	-89,29%	-90,50%	-91,57%	-92,51%	-93,35%
4	-22,10%	-33,52%	-43,34%	-51,71%	-59,13%	-65,01%	-69,01%	-72,49%	-75,58%	-78,33%	-80,76%	-82,92%	-84,84%	-86,55%	-88,06%	-89,40%	-90,59%	-91,65%	-92,59%	-93,42%
5	-23,91%	-34,45%	-44,18%	-52,31%	-59,71%	-65,39%	-69,31%	-72,76%	-75,82%	-78,54%	-80,95%	-83,09%	-84,99%	-86,68%	-88,18%	-89,51%	-90,68%	-91,73%	-92,66%	-93,49%
6	-24,88%	-35,26%	-44,94%	-52,98%	-60,28%	-65,77%	-69,62%	-73,03%	-76,06%	-78,75%	-81,14%	-83,26%	-85,14%	-86,81%	-88,29%	-89,61%	-90,78%	-91,81%	-92,73%	-93,55%
7	-25,32%	-35,93%	-45,60%	-53,75%	-60,83%	-66,11%	-69,92%	-73,30%	-76,30%	-78,96%	-81,33%	-83,43%	-85,29%	-86,94%	-88,41%	-89,71%	-90,87%	-91,89%	-92,81%	-93,61%
8	-25,55%	-36,54%	-46,22%	-54,55%	-61,37%	-66,44%	-70,21%	-73,56%	-76,53%	-79,17%	-81,51%	-83,59%	-85,43%	-87,07%	-88,52%	-89,81%	-90,96%	-91,97%	-92,88%	-93,68%
9	-25,90%	-37,18%	-46,87%	-55,30%	-61,88%	-66,78%	-70,51%	-73,82%	-76,77%	-79,38%	-81,69%	-83,75%	-85,58%	-87,20%	-88,64%	-89,91%	-91,05%	-92,05%	-92,95%	-93,74%
10	-26,61%	-37,91%	-47,61%	-55,94%	-62,38%	-67,10%	-70,80%	-74,08%	-76,99%	-79,58%	-81,88%	-83,91%	-85,72%	-87,33%	-88,75%	-90,01%	-91,14%	-92,13%	-93,02%	-93,80%
11	-27,62%	-38,73%	-48,40%	-56,48%	-62,85%	-67,43%	-71,09%	-74,34%	-77,22%	-79,78%	-82,05%	-84,07%	-85,86%	-87,45%	-88,86%	-90,11%	-91,22%	-92,21%	-93,09%	-93,86%
12	-28,82%	-39,62%	-49,18%	-56,98%	-63,31%	-67,75%	-71,38%	-74,59%	-77,45%	-79,98%	-82,23%	-84,23%	-86,00%	-87,57%	-88,97%	-90,21%	-91,31%	-92,29%	-93,15%	-93,92%

Light commercial vehicles

Price in new up to 55.500€

MÈS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-10,29%	-38,01%	-49,93%	-58,54%	-64,90%	-71,55%	-76,37%	-80,55%	-83,98%	-86,82%	-89,15%	-91,06%	-92,64%	-93,94%	-95,01%	-95,90%	-96,62%	-97,22%	-97,71%	-98,11%
2	-18,14%	-39,80%	-50,76%	-59,64%	-65,74%	-72,05%	-76,75%	-80,86%	-84,24%	-87,03%	-89,32%	-91,21%	-92,76%	-94,04%	-95,09%	-95,96%	-96,68%	-97,26%	-97,75%	-98,15%
3	-23,90%	-41,71%	-51,57%	-60,82%	-66,66%	-72,52%	-77,12%	-81,17%	-84,50%	-87,24%	-89,49%	-91,35%	-92,88%	-94,14%	-95,17%	-96,03%	-96,73%	-97,31%	-97,78%	-98,17%
4	-27,91%	-43,53%	-52,35%	-61,93%	-67,56%	-72,94%	-77,49%	-81,47%	-84,74%	-87,44%	-89,66%	-91,49%	-92,99%	-94,23%	-95,25%	-96,09%	-96,78%	-97,35%	-97,82%	-98,20%
5	-30,51%	-45,09%	-53,08%	-62,83%	-68,37%	-73,29%	-77,85%	-81,77%	-84,99%	-87,64%	-89,83%	-91,63%	-93,11%	-94,32%	-95,33%	-96,15%	-96,83%	-97,39%	-97,85%	-98,23%
6	-32,04%	-46,20%	-53,78%	-63,39%	-68,99%	-73,53%	-78,21%	-82,06%	-85,23%	-87,84%	-89,99%	-91,76%	-93,22%	-94,42%	-95,40%	-96,22%	-96,88%	-97,43%	-97,89%	-98,26%
7	-32,85%	-46,76%	-54,43%	-63,52%	-69,38%	-73,96%	-78,56%	-82,35%	-85,47%	-88,04%	-90,15%	-91,89%	-93,33%	-94,51%	-95,48%	-96,28%	-96,93%	-97,48%	-97,92%	-98,29%
8	-33,28%	-46,99%	-55,05%	-63,40%	-69,63%	-74,37%	-78,90%	-82,63%	-85,70%	-88,23%	-90,31%	-92,02%	-93,43%	-94,59%	-95,55%	-96,34%	-96,98%	-97,52%	-97,96%	-98,32%
9	-33,67%	-47,20%	-55,65%	-63,28%	-69,87%	-74,79%	-79,24%	-82,91%	-85,93%	-88,42%	-90,47%	-92,15%	-93,54%	-94,68%	-95,62%	-96,39%	-97,03%	-97,56%	-97,99%	-98,34%
10	-34,31%	-47,64%	-56,24%	-63,37%	-70,19%	-75,19%	-79,58%	-83,19%	-86,16%	-88,61%	-90,62%	-92,28%	-93,64%	-94,77%	-95,69%	-96,45%	-97,08%	-97,60%	-98,02%	-98,37%
11	-35,24%	-48,30%	-56,88%	-63,68%	-70,60%	-75,59%	-79,91%	-83,46%	-86,38%	-88,79%	-90,77%	-92,40%	-93,74%	-94,85%	-95,76%	-96,51%	-97,13%	-97,63%	-98,05%	-98,40%
12	-36,48%	-49,08%	-57,63%	-64,20%	-71,06%	-75,98%	-80,23%	-83,72%	-86,60%	-88,97%	-90,92%	-92,52%	-93,85%	-94,93%	-95,83%	-96,57%	-97,17%	-97,67%	-98,08%	-98,42%

Price in new above 55.500€

MÈS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-9,71%	-35,70%	-47,41%	-56,74%	-68,47%	-73,90%	-78,15%	-81,53%	-84,38%	-86,79%	-88,83%	-90,55%	-92,01%	-93,24%	-94,29%	-95,17%	-95,91%	-96,54%	-97,08%	-97,53%
2	-16,98%	-37,65%	-48,19%	-58,35%	-69,03%	-74,39%	-78,46%	-81,78%	-84,59%	-86,97%	-88,98%	-90,68%	-92,12%	-93,34%	-94,37%	-95,24%	-95,97%	-96,59%	-97,12%	-97,56%
3	-22,18%	-39,60%	-48,97%	-60,22%	-69,64%	-74,86%	-78,76%	-82,04%	-84,81%	-87,15%	-89,14%	-90,81%	-92,23%	-93,43%	-94,44%	-95,30%	-96,03%	-96,64%	-97,16%	-97,60%
4	-25,67%	-41,42%	-49,75%	-62,12%	-70,23%	-75,29%	-79,05%	-82,28%	-85,02%	-87,33%	-89,29%	-90,94%	-92,34%	-93,52%	-94,52%	-95,37%	-96,08%	-96,69%	-97,20%	-97,63%
5	-27,81%	-42,93%	-50,51%	-63,86%	-70,78%	-75,64%	-79,34%	-82,53%	-85,23%	-87,51%	-89,44%	-91,07%	-92,45%	-93,61%	-94,60%	-95,43%	-96,14%	-96,73%	-97,24%	-97,66%
6	-28,98%	-44,00%	-51,26%	-65,23%	-71,23%	-75,91%	-79,63%	-82,77%	-85,43%	-87,68%	-89,58%	-91,19%	-92,55%	-93,70%	-94,67%	-95,49%	-96,19%	-96,78%	-97,28%	-97,70%
7	-29,54%	-44,54%	-51,99%	-66,08%	-71,57%	-76,24%	-79,91%	-83,01%	-85,63%	-87,85%	-89,73%	-91,31%	-92,65%	-93,79%	-94,75%	-95,56%	-96,24%	-96,82%	-97,31%	-97,73%
8	-29,84%	-44,77%	-52,69%	-66,56%	-71,85%	-76,57%	-80,19%	-83,25%	-85,83%	-88,02%	-89,87%	-91,43%	-92,76%	-93,87%	-94,82%	-95,62%	-96,29%	-96,87%	-97,35%	-97,76%
9	-30,27%	-44,96%	-53,34%	-66,87%	-72,14%	-76,90%	-80,46%	-83,48%	-86,03%	-88,19%	-90,01%	-91,55%	-92,86%	-93,96%	-94,89%	-95,68%	-96,35%	-96,91%	-97,39%	-97,79%
10	-31,10%	-45,35%	-53,96%	-67,19%	-72,50%	-77,22%	-80,74%	-83,71%	-86,22%	-88,35%	-90,15%	-91,67%	-92,95%	-94,04%	-94,96%	-95,74%	-96,40%	-96,95%	-97,42%	-97,82%
11	-32,34%	-45,93%	-54,64%	-67,55%	-72,93%	-77,54%	-81,00%	-83,94%	-86,41%	-88,51%	-90,28%	-91,78%	-93,05%	-94,12%	-95,03%	-95,80%	-96,45%	-97,00%	-97,46%	-97,85%
12	-33,90%	-46,64%	-55,53%	-67,98%	-73,41%	-77,85%	-81,27%	-84,16%	-86,60%	-88,67%	-90,42%	-91,90%	-93,15%	-94,21%	-95,10%	-95,86%	-96,50%	-97,04%	-97,49%	-97,88%

Motorcycles

MÈS	1 ANO	2 ANO	3 ANO	4 ANO	5 ANO	6 ANO	7 ANO	8 ANO	9 ANO	10 ANO	11 ANO	12 ANO	13 ANO	14 ANO	15 ANO	16 ANO	17 ANO	18 ANO	19 ANO	20 ANO
1	-5,23%	-24,25%	-32,10%	-38,09%	-44,05%	-49,29%	-55,79%	-61,45%	-66,38%	-70,69%	-74,44%	-77,72%	-80,57%	-83,06%	-85,23%	-87,12%	-88,77%	-90,21%	-91,46%	-92,56%
2	-9,58%	-24,88%	-32,47%	-38,25%	-44,00%	-49,87%	-56,29%	-61,89%	-66,77%	-71,02%	-74,73%	-77,97%	-80,79%	-83,25%	-85,40%	-87,27%	-88,90%	-90,32%	-91,56%	-92,64%
3	-13,12%	-25,66%	-32,91%	-38,45%	-43,99%	-50,44%	-56,78%	-62,32%	-67,14%	-71,35%	-75,02%	-78,22%	-81,01%	-83,44%	-85,56%	-87,41%	-89,02%	-90,43%	-91,65%	-92,72%
4	-15,95%	-26,53%	-33,44%	-38,76%	-44,11%	-51,00%	-57,27%	-62,75%	-67,52%	-71,68%	-75,30%	-78,47%	-81,22%	-83,63%	-85,73%	-87,55%	-89,15%	-90,54%	-91,75%	-92,81%
5	-18,16%	-27,45%	-34,03%	-39,24%	-44,44%	-51,56%	-57,76%	-63,17%	-67,89%	-72,00%	-75,58%	-78,71%	-81,44%	-83,82%	-85,89%	-87,70%	-89,27%	-90,65%	-91,84%	-92,89%
6	-19,84%	-28,36%	-34,70%	-39,97%	-45,07%	-52,11%	-58,24%	-63,59%	-68,25%	-72,32%	-75,86%	-78,95%	-81,65%	-84,00%	-86,05%	-87,84%	-89,39%	-90,75%	-91,94%	-92,97%
7	-21,08%	-29,24%	-35,43%	-40,97%	-45,69%	-52,65%	-58,71%	-64,00%	-68,61%	-72,63%	-76,14%	-79,19%	-81,86%	-84,18%	-86,21%	-87,97%	-89,51%	-90,86%	-92,03%	-93,05%
8	-21,96%	-30,02%	-36,15%	-42,06%	-46,31%	-53,19%	-59,18%	-64,41%	-68,97%	-72,94%	-76,41%	-79,43%	-82,06%	-84,36%	-86,36%	-88,11%	-89,63%	-90,96%	-92,12%	-93,13%
9	-22,58%	-30,66%	-36,79%	-43,00%	-46,92%	-53,72%	-59,65%	-64,81%	-69,32%	-73,25%	-76,68%	-79,66%	-82,27%	-84,54%	-86,52%	-88,24%	-89,75%	-91,06%	-92,21%	-93,21%
10	-23,03%	-31,14%	-37,28%	-43,62%	-47,52%	-54,24%	-60,10%	-65,21%	-69,67%	-73,55%	-76,94%	-79,89%	-82,47%	-84,71%	-86,67%	-88,38%	-89,87%	-91,16%	-92,30%	-93,28%
11	-23,40%	-31,49%	-37,64%	-43,94%	-48,12%	-54,76%	-60,56%	-65,61%	-70,01%	-73,85%	-77,20%	-80,12%	-82,67%	-84,89%	-86,82%	-88,51%	-89,98%	-91,26%	-92,38%	-93,36%
12	-23,77%	-31,79%	-37,90%	-44,06%	-48,71%	-55,28%	-61,00%	-66,00%	-70,35%	-74,15%	-77,46%	-80,35%	-82,86%	-85,06%	-86,97%	-88,64%	-90,10%	-91,36%	-92,47%	-93,43%

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