

# Zurich Home Insurance

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## General Conditions

### Preliminary clause

1. Between Zurich Insurance plc – Sucursal em Portugal, the Insurer, hereinafter referred to as Zurich, and the Policyholder mentioned in these Terms and Conditions an insurance policy is established and regulated by the present wording and also by the Special and Particular Conditions, if contracted.
2. This policy is particularized by means of the Policy Particular Conditions which includes the identification of the parties and their domicile, the data of the Insured Person, the data of the Zurich's Claims representative, the insured assets and the determination of the Premium or the formula of the respective calculation, as well as the modality of its payment.
3. Regarding insured goods and risk conditions, the contract shall specify the type of insured property, location, year, characteristics and condition of the construction, safeguards and / or security measures and external hazards.
4. The Special Conditions provide for specific schemes of the coverage established in these General Conditions or the coverage of other risks and / or guarantees beyond those envisaged, and need to be specifically identified in the Particular Conditions.
5. In addition to the conditions set forth in the preceding paragraphs and which constitute the policy, the present contract also includes those objective advertising messages that contradict Policy clauses, unless they are more favorable to the Policyholder, the Insured or the Beneficiary.
6. The statement of the preceding paragraph shall not apply in respect of advertising messages whose end of publishing was over one year before the insurance policy subscription or when the messages themselves establish a period of validity and the contract has been concluded outside that period.

### Chapter I Definitions, object and guarantees of the contract

#### 1st Clause Definitions

For the purpose of this contract, the following definitions shall apply:

- a) **Policy**, a set of conditions identified in the preceding clause, in which the insurance contract is formalized;
  - b) **Insurer**, Zurich, entity legally authorized to provide insurance against Fire and other damages, as with underwrites this contract;
  - c) **Policyholder**, the person or entity that contracts with Zurich, being responsible for the payment of the premium;
  - d) **Insured subject**, the person or entity that owns the insured interest;
  - e) **Beneficiary**, the person or entity in favour of whom Zurich provides services or payments as result of the coverage set out in this contract;
  - f) **The Insured Person**, the persons that constitute the household, whose life, health or physical integrity is insured - only for the purpose of the Personal Accident cover, Rehabilitation of the property by Accident and Home Assistance;
  - g) **Household** – Group constituted by the Insured and those who live in the same dwelling and also share at meals or living accommodation;
- § **Single**: For the purpose of the “Personal Accidents and Property rehabilitation by Accident coverage”, this definition only applies to persons who have the following family ties between them: The spouse or person who has been living together for more than two years, The children, the parents; parents in law; stepfather stepmother, stepson, son-in-law, daughter-in-law, grandchildren, grandparents, siblings, brothers-in-law, uncles, aunts, nephews, nieces, grand-grand-sons, grand-grand-daughters, descendants/ascendants or collateral relatives, up to the second degree; Those strictly adopted and minors entrusted administratively or judicially to any of the household members.
- h) **Fire**, accidental combustion resulting in flames, alien to a normal source of fire, even though it may originate from one and may spread by its own means;
  - i) **Lightning**, the atmospheric discharge that occurs between the sky and the ground, consisting of one or more current pulses that gift the phenomenon with a characteristic luminosity, which causes permanent mechanical malfunctions to the insured goods;

**i) Explosion**, the sudden and violent action of pressure or depression of gas or vapour;

**k) Hail storms**, fall of transparent or translucent ice particles, of round or irregular shape and variable diameter;

**l) Burglary**, the total or partial breakage, crack or destruction of any element or mechanism that is suited for closing or blocking the entrance, from the outside or the inside in the insured property or in a dependent closed space, or from the furniture used for keeping any objects;

**m) Escalation**, the introduction into the insured home, or into a closed space dependent on the former, through roofs, doors, walls or any construction that is suited for closing or preventing the entrance or passage, including, underground openings not destined to be used as entrance;

**n) False keys**, those that are imitated, counterfeit or modified, as well as the real keys when, by chance or surreptitiously, they are not in possession of those entitled to use them; lock picks or any other instruments that can be used to unlock doors or other security devices;

**o) Loss**, the total or partial occurrence of an event that triggers the activation of the risk coverage object of this contract;

**p) First risk sum** is the guarantee of a certain sum, up to which the respective indemnity is limited. The proportional rule does not apply;

**q) Third party**, the person who, as a result of a loss covered by this contract, suffers an injury that is subject to reparation or indemnity pursuant to civil law and this policy;

**r) Deductible**, amount of indemnity pursuant to the insurance contract for which Zurich is not liable;

**s) Fraud**, gathering of unlawful acts or facts, intentionally carried out in order to obtain an illegitimate benefit for the author or someone else;

**t) Personal accident**, the sudden, external and unpredictable event that may cause medically confirmed physical injury, permanent disability or death to the Insured Person(s);

**u) Dangerous Animal**, any animal under the following circumstances

**I.** That has bitten, attacked or assaulted a person's body

**II.** That has seriously injured or killed another animal from outside its owner's property

**III.** That has been voluntarily reported by its owner to the local Municipality for having an aggressive temper or behaviour,

**IV.** That has been considered (by the proper authority) as a risk to the safety of people or animals, due to its aggressive behaviour or physiological specificity

**v) Potentially Dangerous Animal**, any animal which, due to characteristics of its breed, aggressive behaviour, size or jaw power, can cause injury or death to people or other animals, namely the dogs belonging to the breeds that are designated as such by law, as well as the first-generation crossbreeds of these, their crosses with each other or their crosses with other breeds, thus obtaining a typology similar to some of those breeds typified by law

**W) Resistant materials**, iron, steel, stone, reinforced concrete, masonry, ceramic tile, and others of equivalent resistance to fire, wind and snow or hail weight

**x) Non-resistant materials**, those that do not fit the definition of resistant materials, namely, wood, plastic, polycarbonates, rubber, oilcloth, vinyl or cloth;

**y) Building of good construction**, one whose structure, external walls and coverage are built with resistant materials, according to the regulation in force at the time of construction;

**z) Building for residence**, pursuant to this contract, a building for residence is:

**- A building or its fraction, whether in terms of horizontal property or not, consisting on a set of exterior walls, floor separation structures and roofs, built from resistant materials, except if should the Policy's Particular Conditions declare different materials**

- Machinery as long as inherent to the operation of the insured property

- Exception for the lands value all elements that are part or incorporated by the owner or the holder of the insurable interest must be taken into account for the determination of the insurance capital, as well as the proportional value for the common shares, whenever the insured Building for residence fraction is in terms of horizontal property

The following elements are considered integral to the building:

- Foundations, structures, walls, ceilings, roofing, doors, shutters, blinds, elevators, lifts, hoists and other building elements, including glass, marble or other natural or artificial stones and sanitary fittings integrated into the dwelling or Garage, parking space, attic, hindquarters and other similar fixed buildings;

- Walls, paths, walkways, courtyards, gates and other fixed elements of gardens, provided that in their construction predominates, at least 50%, of "resistant materials", as defined above in sub-heading

- Fixed installations for integrated services in construction: water, gas, electricity, communications, television and radio, air conditioning, internal communication systems, alarms and similar protection systems, sound systems with built-in loudspeakers in the structure of home automation systems, Solar energy and sanitation. Fixed equipment and installations such as boilers, solar or photovoltaic panels are only guaranteed if they are expressly stated in the Particular Conditions.

- Fixed elements incorporated in the property, such as: painting, wallpaper, floor, carpet, fitted wardrobes and kitchen cabinets built into or

attached to the walls;

- Sanitary ware of bathroom, regardless of their manufacturing material;
- The proportional part held by the Insured in the common parts of the property, in the insurance of fractions in a horizontal property regime;
- The improvements, introduced by its owner, with permanent character described in the Particular Conditions;
- Swimming pools and other recreational facilities fixed to the grounds, if discriminated in the Particular Conditions;
- Built-in appliances, exclusively when pre-existing at the date of purchase of the property subject to insurance.

**Z') Machines:** devices or instruments formed by movable parts and respective installation inherent to house operations, such as:

- Lifts;
- Service lifts;
- Heat devices, ventilation and air-conditioning
- Emergency generators
- Pressure switches and other operational control devices
- Installed Boilers in annexes to the Insured Building
- Electric motors for gates

The sum insured of these assets must correspond to the market value of the machinery, ie: to the new value deducted from the depreciation for the use. Any compensation will be paid corresponding to the market value at the date of the claim.

**aa) Content,** all objects forming part of the content, defined below, provided that they are in the risk location mentioned in the Particular Conditions.

- Furniture: Furniture and glasses, marbles or stones, natural or artificial, in them. This issue does not include fixed or built-in furniture on walls which are considered to be an integral part of the building;
- Wall or wall mounted mirrors;
- Mobile appliances and fixed or built-in appliances (including built-in appliances) when purchased after the date of the property acquisition or, in case of rental, regardless of the date of commencement of the lease, provided they are declared and valued in the Particular Conditions.
- Sound and / or image equipment;
- Computers for personal use;
- Fixed equipment for services: water, gas, electricity, communications, television and radio, air conditioning, solar energy, sanitation, alarms. The fixed ducts included in the construction are excluded, which are considered to be an integral part of the property;
- Clothes and personal belongings;
- Domestic layette
- Objects of decoration and adornment;
- Tools, equipment and articles of DIY and gardening;
- Food products;
- Personal documents;
- Bicycles valued up to 200 Euros per unit, unless if the Particular Conditions of the policy establish a superior value
- The "personal property of domestic servants" living with the Insured in a common economy at the time of the accident, provided that they are included in any of the items mentioned in the previous definition;
- "Professional furniture", if described in the Particular Conditions, understood as such the following assets: equipment, documents and furniture used in the exercise of a liberal profession, when in the insured home a professional activity is exercised and whenever it does not lose the main function of housing;

**ab) Valuable objects;** Objects of gold, silver, jewellery, precious stones, pictures antiques, works of art, ivory objects, Collections of coins, medals, stamps, clocks (except smartwatches), collection pens and leather confections,

- If not declared in the Particular Conditions, valuable objects are limited to the total value of € 1,500.00 (One thousand and five hundred euros).

- When declared in a generic way in the particular conditions, but not individually discriminated and valuable, the valuable objects will be insured up to 20% of the contents amount and since each object individually considered does not exceed e € 1.500,00. It will be considered individually object, besides each individually object itself, those which constitute a collection or set as well as gold in bar, gold coins and case of silver knives, forks and spoons.

- Valuable Objects whose total value is more than 20% of the total value of the contents insurance or whose unit value exceeds 1,500 € Are only insured when individually declared, valued and accepted by Zurich.

Sole paragraph: The insurance capital shall correspond to the acquisition cost of the same or similar assets, less the depreciation inherent to use and state of conservation, without taking into account any affective value.

**ac) Vacancy:** period of time in which the property is not occupied by the Insured or by its tenant, not living, sleeping or having installed and organized its domestic economy, for a period of more than 60 consecutive days,

**ad) Sliding** - Displacement by gravity of a land mass along a sloping surface that can be circular or planar or a combination of both Movement may be rapid or slow depending on the geological nature of the terrain. The land mass may be rocky, earthy or a mixture of both;

**ae) Derelict** - Rapid movements of rock blocks or rock masses, sometimes of considerable size. The falls of blocks are produced by planar wedges, wedges or by tipping from cliffs, steep slopes and rocky slopes;

**af) Sinking** - Rapid gravitational collapse of a terrain, by essentially vertical movement, due to the existence of cavities in the subsoil, exclusively of natural origin

## 2nd Clause Object and guarantees of the contract

**1. This contract guarantees the obligation to insure the buildings constituted under horizontal ownership, both in terms of autonomous fractions and in relation to the common parts, which are identified in the policy, against the risk of fire, even if there has been negligence of the Person for whom he is responsible.**

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

**a) Immovable property – Building or separately owned fraction(s) of a building in horizontal property, both in relation to the separately owned fraction(s), and common areas;**

**b) Movable property – contents;**

**c) Extra-contractual third party liability;**

**d) Personal accident.**

**3. For the purpose of this policy, a building or a separately owned fraction of a building in horizontal property shall be considered:**

**a) The Insured's private property in the sense and scope given in the "definitions", with external walls, separation between floors and roof built with resistant materials, except when different construction and roof materials are declared in the Particular Conditions;**

**b) The machines as long as inherent to the operation of the insured building**

**4. For the purpose of this policy, as contents, shall be considered:**

**a) The objects of domestic and personal use of the Insured, his/ her relatives or employees at her domestic service that share his/ her dwelling, and any other goods described in the Particular Conditions as long as they are in the Insured's private property, located at the place declared in the policy, or in dependent annexes, as long as key-locked;**

**b) Valuable objects as long as duly declared in the Particular Conditions.**

**§ Single:** When not declared in the Particular Conditions, valuable objects are limited to the total amount of 1.500,00 € (one-thousand, and five-hundred euros).

## Chapter II Territorial and time aspects, risks covered and definitions of guarantees

### 3rd Clause Territorial and time aspects

This agreement has effects in relation to events occurring Portugal at the risk location identified in the Particular Conditions and during the term of the policy, except when the scope of a particular insurance coverage disposes in a different sense.

### 4th Clause Risks covered and definitions of guarantees

**1. This contract covers the risks identified in this Clause. They can be subscribed under the regime of deductibles, according to what is established in the Particular Conditions:**

- 1. Fire, Lightning and explosion**
- 2. Windstorm**
- 3. Flood**
- 4. Landslide**
- 5. Water damage**
- 6. Failure search**
- 7. Aesthetic damages**
- 8. Damages to underground pipework**
- 9. Electrical risks – first risk sum**
- 10. Refrigerated goods**
- 11. Theft or robbery**
- 12. Damages to property by theft or robbery**
- 13. Money robbery**
- 14. Robbery of the insured persons**

15. Breakage of mirrors, glass and sanitary ware
16. Accidental fixed furniture breakage
17. Liability of the Insured and family
18. Extra-contractual liability of the insured property
19. Debris removal
20. Sludge removal
21. Breakage or collapse of antennas
22. Breakage or collapse of solar panels
23. Reconstruction of walls, gates and fences
24. Reconstruction of gardens
25. Collision or impact of vehicles and animals
26. Solid objects collision or impact
27. Temporary loss of use of the rented or occupied insured property
28. Temporary property move
29. Loss of rent
30. Property utility services costs
31. Damages to landlord's goods
32. Damages to employees' goods
33. Aircraft
34. Strikes, riots and civil commotion
35. Acts of vandalism, malicious damage or sabotage
36. Smoke
37. Heat damages
38. Accidental spill from acclimatization units
39. Authority measures and public relief services
40. Documentation costs
41. Documentation reconstitution
42. Technical fees
43. Home automation equipment malfunction
44. Personal accident
45. Rehabilitation of property due to the Insured's accident
46. Home assistance

2. Notwithstanding the general exclusions set out in the 6th Clause of Chapter III, and the specific exclusions of each coverage, pursuant to this policy and up to the limit of the sum insured for each of the risks covered, Zurich guarantees the Insured with an indemnity or repair of the losses and damages caused to the insured property, as a result of:

## 2.1 Fire, lightning and explosion

Granting up to the limit set out in the Particular Conditions, the damages caused to the insured property as a result of:

- a) Fire, even when there has been negligence by the Insured, or Person for whom he is responsible;
- b) In addition to the coverage set out in the previous line, it also guarantees damages caused to the insured property as a result of the means used to fight the fire, as well as damages deriving from heat, smoke, vapour, or explosion as consequence of the fire, and also removals or destructions carried out by order of the proper authorities, or carried out with the objective of rescuing, as long as deriving from fire or any other of the previously mentioned facts;
- c) Unless stipulated differently, also included are the damages caused by mechanical action of lightning, explosion or other similar accidents, even if not followed by fire.

### 2.1.1 Fire, lightning and explosion - Exclusions

In addition to the general exclusions provided in Clause 6 of Chapter III, are also excluded from this coverage losses or damages caused by:

- Unless otherwise agreed, losses resulting from fire and / or explosion arising, directly or indirectly, from seismic phenomena, earthquakes, volcanic eruptions, tsunamis, underground fire.
- Strikes, riots and changes in public order, acts of terrorism, vandalism, malicious acts or sabotage; Direct effects of electric current in apparatus, electrical installations, and their accessories, including overvoltage and overcurrent, including those produced by atmospheric electricity, such as the resultant of lightning, and short-circuit, even in the event of a fire; Loss, theft or theft of the insured property, when committed during or following any covered claim.

### 2.1.2 Fire, lightning and explosion – Deductible

This coverage is not subject to any deductible.

## 2.2 Windstorm

Granting up, up to the limit set out in the Particular Conditions, the damages caused to the insured property as a consequence of:

- a) Typhoons, cyclones, tornados and all direct action of strong winds or impact of objects thrown or projected by them (whenever their violent nature destroys or damages several buildings of good construction, objects or trees within a radius of 5 km from the insured property);

In case of doubt, the Insured can prove, by means of a document issued by the nearest weather station, that at the moment of the occurrence, the winds reached exceptional speed (speed above 100 km per hour).

**b) Hail fall, as long as this atmospheric phenomenon causes damages to buildings in a radius of 5 km surrounding the insured property. In case of doubt, the Insured can provide proof of the occurrence by means of a document issued by the nearest weather station;**

**c) flooding by falling rain, snow or hail, provided that these atmospheric agents penetrate the insured building as a result of damage caused by the risks mentioned in (a), provided that such damage occurs within 48 hours of the time of the insured building partial destruction**

The damages occurring within the 48 hours that follow the moment in which the insured property suffered its first damages are considered as one and only event;

**d) Snow fall, whenever it occurs in an abnormal manner and the corresponding atmospheric disturbance cannot be considered as natural of a specific season of the year or of a geographical location that favour such occurrences, either due to the time when it takes place, or due to its intensity.**

The abnormal nature of this atmospheric phenomenon shall be confirmed through the damages resulting from it in buildings located in a radius of 5 km surrounding the insured property and, in case of doubt, the Insured can provide proof of the occurrence by means of a document issued by the nearest weather station.

### 2.2.1 Windstorm - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

**a) By action of the sea and other natural or artificial water sources, whichever their nature, even if these events are the consequence of a storm;**

**b) In buildings or constructions of non-resistant materials, and in whichever objects that are inside them, and also when the buildings are in a state of noticeable degradation at the moment of the occurrence;**

**c) In buildings whose structure is not conceived to support the normal effects of snow fall;**

**d) In merchandise and/ or other movable property existent outdoors;**

**e) Infiltration through walls, ceilings, doors, windows, attics, terraces or closed verandas, as well as leaks, moist, condensation and/ or oxidation, except when directly resulting from the risks set out in a) of the guarantees of this coverage;**

**f) Water, snow, hail, sand or dust that penetrate through doors, windows and other openings of the building which have been left open, or whose insulation and/or closing mechanisms are faulty;**

**g) Temperature variations, even if resulting from snow or hail fall;**

**h) In solar and photovoltaic panels, and respective structures and supports, unless the coverages "Solar Panels" or "Photovoltaic Panels" have been contracted".**

**i) In protection devices, such as external blinds, shutters and closed verandas, lit advertisements, external antennas that receive or broadcast image and/ or sound, as well as the respective structures and supports, which are, in any case, covered when followed by total or partial destruction of the insured building.**

Sole Paragraph: The exclusion in i) does not apply to blinds external blinds and marquees, should the damage result from falling hail as provided in paragraph 2.2 b). Clause 4

### 2.2.2 Windstorm - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.3 Flood

Granting up, up to the limit set out in the Particular Conditions, the damages caused to the insured property as a result of:

**a) Waterspouts, or heavy rain fall, atmospheric condensation higher than 10 (ten) millimetres in 10 (ten) minutes, at the pluviometry. In case of doubt, the Insured can provide proof of the loss by means of a document issued by the weather station stating that the rain equalled or surpassed the above mentioned standards;**

**b) Burst of adductors, drainers, embankments and dams;**

**c) Torrents or overflowing of natural or artificial water sources.**

The damages occurred during the 48 hours that follow the moment in which the insured property suffered its first damages are considered as one and only event.

### 2.3.1 Flood - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

- a) By rise of tides and storm tides, as well as by continuous action of the sea or other natural or artificial sea surfaces;
- b) In buildings or constructions of non-resistant materials, and in whichever objects that are inside them, and also when the buildings are in a state of noticeable degradation at the moment of the occurrence;
- c) Infiltration through walls, ceilings, doors, windows, attics, terraces or closed verandas, as well as leaks, moist, condensation and/ or oxidation, except when directly resulting from the risks set out in a) of the guarantees of this coverage;
- d) In merchandise and/ or other movable property existent outdoors.

### 2.3.2 Flood - Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.4 Landslide

Granting up, up to the limit set out in the Particular Conditions, the damages caused to the insured goods as consequence of geological phenomena of landslides, downfalls, and land subsidence.

### 2.4.1 Landslide - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

- a) Losses or damages resulting from total or partial collapse of the insured structures, unrelated to the guaranteed geological risks, caused directly or indirectly by vibrations, water level lowering, works of land removal or which cause the weakening of the structure supports, diggings, foundations, works of pile drivers, or similar;
- b) Losses or damages to buildings or other insured property, which are based on foundations that contradict the technical norms, or the good practices of their engineering, according to the characteristics of the terrain and type of construction or property involved in this coverage;
- c) Losses or damages resulting from faulty construction, project, quality of terrains or other risk factors, which were or should have been of the Insured's previous knowledge, as well as damages to insured property that is continuously subjected to erosion and water-related damages, unless the Insured proves that the damages have no relation whatsoever to those phenomena;
- d) Losses or damages resulting from any of the above covered risks, as long as they occur during earthquakes, or during the 72 hours that follow the last seismic phenomenon;
- e) Losses or damages to insured property if, at the moment of the occurrence, the building was already damaged, dismembered, moved from its foundations, walls, ceilings, tanks or roofs;
- f) Losses or damages to solar and photovoltaic panels, respective structures and supports, unless the coverage "Solar Panels" or "Photovoltaic Panels" has been contracted.

### 2.4.2 Landslide - Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.5 Water Damage

Granting up, up to the limit set out in the Particular Conditions, the damages, of a sudden and unpredictable nature, caused to the insured property as a result of rupture, defect, blocking or overflowing of the building's internal water or sewage distribution network (including, in the latter, the pluvial waters sewage systems), as well as of the devices and equipment linked to the water and sewage distribution network of the same building and respective connections.

### 2.5.1 Water damage - Exclusions

The following losses or damages caused are also excluded:

- a) Taps left open, except when there has been a water supply cut;
- b) Entrance of rainwater through roofs, doors, windows, skylights, terraces and marquises, and also the reflux of water coming from pipes or sewers not belonging to the building;
- c) Entry of rain water through walls and/ or ceilings, moist and/ or condensation, unless it is damage resulting from the coverages that are encompassed by this clause.



## 2.5.2 Water damage – Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.6 Failure Search

Granting up, up to the limit set out in the Particular Conditions, the costs incurred in by the Insured in failure search, and respective repair and replacement of ducts, pipes and devices or equipment linked to the internal water distribution network, which may have been the origin of an occurrence, even if it is not subject to indemnification under the coverage of water damage.

### 2.6.1 Failure search - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

- a) Lack of maintenance or preservation of the building's water and sewage networks, whenever there are clear and unmistakable signs that these are deteriorated or damaged, reinforced by oxidation and infiltrations;
- b) Damages that imply repairing or replacement of sanitary devices, boilers, accumulators, water heaters, and radiators, air-conditioning, and in general of any device related to fixed installations, including, household appliances;
- c) Damages related to the increase of water consumption, lost as result of an occurrence.

### 2.6.2 Failure search - Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.7 Aesthetic Damages

Granting up, up to the limit set out in the Particular Conditions, the additional expenses in which the Insured may have to incur in, as a result of any occurrence guaranteed by this policy for the safeguard of the continuity and aesthetic harmony of the insured building or independent fraction, and which increases the costs of repairing the damages suffered.

It also guarantees the payment of costs necessary to the replacement of goods, or part of these, not directly affected by the occurrence, in view of levelling their visual appearance, texture, colour, format or size in relation to the repaired or replaced goods.

This guarantee only embraces the repairing and replacement for aesthetic purposes, of the unaffected goods, which were placed in the room of the insured fraction where the damages guaranteed by this contract happened or, when the entire property is insured, in the part of it that has been affected.

The indemnity shall be calculated based on the use of materials with similar characteristics to those in use at the date of the occurrence.

**§ Single:** This coverage is automatically guaranteed when the damages caused to the insured property happen in the sequence of Fire, being an integral part of the mandatory Fire coverage.

### 2.7.1 Aesthetic damages - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

Replacement of pieces that are part of collections, or set of objects missing to complete a unit, namely, volumes of a literary or musical work, cutlery or crockery sets, elements of a series of artistic paintings or figures.

### 2.7.2 Aesthetic damages - Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.8 Damages to underground pipework

Granting up, up to the limit set out in the Particular Conditions, the accidental and unpredictable damages caused to water or gas, sewage or electrical cable underground pipework, in the derivations that originate in the general public supply network, to the entrance of the insured building, as a direct consequence of any occurrence covered by this policy.

**§ Single:** This coverage is automatically guaranteed when the damages to the insured property happen in the sequence of Fire, being an integral part of the Mandatory Fire coverage.

### 2.8.1 Damages to underground pipework - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

- a) Lack of maintenance or preservation of the underground pipework;
- b) Deterioration or normal wear owing to continuous use, as long as there is evidence that the installations were already deteriorated, prior to the occurrence of loss, namely, through the existence of previous damages that were not completely repaired or replaced.



Unless agreed differently, also excluded are the damages caused by earthquakes or during the 72 hours that follow any seismic activity.

## 2.8.2 Damages to underground pipework – Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.9 Electrical risks – first risk sum

Granting up, up to the limit set out in the Particular Conditions, the losses and damages caused to any electrical machines, converters, electrical appliances and installations, and their accessories, hardware, electronic and home automation equipment, due to direct effects of electrical current, surge and overcurrent, including effects produced by atmospheric electricity and short-circuit, even if it does not result from fire.

Regularization of damages method and limits of compensation:

- a) In case of total destruction of machines or insured equipment, the indemnity shall correspond to the value of replacement of the goods, at the date of the occurrence, by new equipment with similar characteristics and performance to those of the destroyed goods;
- b) If the machines or equipment are repairable, the expenses incurred in with the reposition of goods to the same conditions in which they were before the occurrence, including, assembly, disassembly and cargo, when existent, shall be indemnified;
- c) If repair expenses are higher than the value of replacement of the good, what is set out in a) shall be applied;
- d) If a scheme of higher deductibles is contracted, it derogates the minimum limit applied to the indemnifiable damage, in which case the occurrence is settled under the contracted deductible.

### 2.9.1 Electrical risks – first risk sum - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, losses or damages caused are also excluded:

- a) Caused to fuses, heating resistances, any type of bulbs, cathode rays of electronic components, when not caused by fire or explosion of an object in the proximity;
- b) Due to usage wear or to any deficiency of mechanical operation and tear due to the, as well as due to faults or defects existing in the electrical installation or in the safe equipment;
- c) For which, contractually or legally, the manufacturers, suppliers, sales agents or companies in charge of any repair of the insured goods are liable;
- d) Caused to electric boards and converters of more than 500 KW and engines of more than 10 H.P.;
- e) Caused to equipment whose existence cannot be proven;
- f) To solar and photovoltaic panels, respective structures and supports, unless the coverages "Solar Panels" or "Photovoltaic Panels" have been contracted";
- g) Owing to intentional overcharges or experiments that involve abnormal operation conditions;
- h) Damages resulting from the use of insured software equipment after it has suffered losses eligible for indemnity by this coverage without having been definitely repaired and its normal operation guaranteed;
- l) External memories or external disks and the information contained therein, as well as the reconstitution of lost or damaged documents and computer files;

Unless agreed differently in the Particular Conditions, this coverage also does not guarantee the damages occurred or caused by seismic activity, or during the 72 hours that follow it.

### 2.9.2 Electrical risks – first risk sum - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 2.10 Refrigerated goods

Granting up, up to the limit set out in the Particular Conditions, the damages caused to refrigerated food goods kept in fridges and/or chest freezers of the Insured, resulting solely from:

- a) Malfunction of the refrigerating equipment;
- b) Accidental loss of refrigerating fluid;
- c) Duly proved interruption, without previous warning, of public power supply for a period not inferior to 6 (six) hours;

d) Interruption of power supply of the device containing the goods, due to loss guaranteed by this policy.

### 2.10.1 Refrigerated goods - Exclusions

The following losses or damages caused are also excluded:

- a) Mishandling of the refrigerating equipment;
- b) Insufficient performance of the refrigerating equipment;
- c) Error of construction or installation of the refrigerating equipment;
- d) Power supply cut motivated by fact for which the Insured is liable;
- e) Any other cause that is not guaranteed by the coverage;
- f) Damages caused to the equipment due to food deterioration.

### 2.10.2 Refrigerated goods - Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.11 Theft or robbery

Granting up, up to the limit set out in the Particular Conditions, the indemnity for losses resulting from disappearance, destruction or deterioration of the objects designated in the policy, in the sequence of theft or robbery (attempted, frustrated or consummated) carried out in the interior of the places described and in one of the following circumstances:

- a) Through burglary, escalation or fake keys;
- b) Consummated without the previous limitations, when the author or authors of the crime enter the place or hide in it with the intention of robbing;
- c) With violence against the people that work or are at the risk location, or through threats of imminent danger to their physical integrity or life, or by placing them, in any way, in a situation where resisting is impossible;
- d) Except if expressly declared in the Particular Conditions, goods that are out-doors or on balconies, terraces, porches and lobbies, not closed, or buildings or fractions that cannot be closed or whose accesses cannot be closed, are not guaranteed in this coverage.

### 2.11.1 Theft or robbery - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Disappearance unsusceptible to be clarified and as such, classified as theft or robbery, losses or losses or failures or failures verified during an inventory or control of stocks;
- b) Theft or robbery of which the authors or accomplices are the Policyholder, the Insured and/ or insured persons, as well as relatives or kin in direct or collateral line up to 2nd degree, adopted, or other dependents, even if not living with the Insured;
- c) Theft or robbery of which the Policyholder's or the Insured's employees are authors or accomplices, as well as anyone who has been handed the keys of the building or fraction;
- d) Theft in the sequence of non-replacement of padlocks or respective mechanisms in case of theft, robbery or loss of the building's or fraction's keys, as well as subsequent to the abandoning, even if temporary, of the keys in the padlocks or in another place accessible to anyone;
- e) During the course of works at the risk location, as well as in case of escalation from scaffolds of works going on in neighbouring buildings, as long as there is no burglary of the building or fraction where the insured goods are kept;
- f) Theft, robbery or misappropriation carried out during, or in the sequence of, any other loss covered by this policy.

2. Theft or theft of valuables are not guaranteed when, during the insurance annuity, there has been a period of vacancy for more than 60 (sixty) consecutive days in the insured house, unless the Insured person proves that he stayed overnight in the Moment of the accident.

### 2.11.2 Theft or robbery - Deductible

Unless otherwise expressly stated in the Particular Conditions, no deductible will apply to the present insurance coverage.

## 2.12 Property damages by theft or robbery

Granting up, up to the limit set out in the Particular Conditions, the indemnity for damages directly caused to the insured building or fraction, as a consequence of theft or robbery, consummated or attempted, carried out by the means set out and mentioned in the coverage Theft or Robbery.

### 2.12.1 Property damages by theft or robbery - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Theft or robbery of which the authors or accomplices are the Policyholder, the Insured and/ or insured persons, as well as relatives or kin in direct or collateral line up to 2nd degree, adopted, or other dependents, even if not living with the Insured;
- b) Theft or robbery of which the Policyholder's or the Insured's employees are authors or accomplices, as well as anyone who has been given the keys to the building or fraction;
- c) Theft or robbery carried out in the course of works at the risk location, as well as in case of escalation from scaffolds of works going on in neighbouring buildings, as long as there is no burglary of the insured building or fraction;

### 2.12.2 Property damages by theft or robbery – Deductible

Unless stipulated otherwise in the Particular Conditions, no deductible is applied to this coverage.

## 2.13 Money robbery

Granting up, up to the limit set out in the Particular Conditions, the robbery of money, under the terms and conditions set out and mentioned in the coverage Theft or Robbery.

### 2.13.1 Money robbery - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Disappearance unsusceptible to be clarified and as such, classified as theft or robbery, losses or losses or failures or failures verified during an inventory or control of stocks;
- b) Theft or robbery of which the authors or accomplices are the Policyholder, the Insured and/ or insured persons, as well as relatives or kin in direct or collateral line up to 2nd degree, adopted, or other dependents, even if not living with the Insured;
- c) Theft or robbery of which the Policyholder's or the Insured's employees are authors or accomplices, as well as anyone who has been given the keys to the building or fraction;
- d) Theft, robbery or misappropriation carried out during or in the sequence of any loss covered by the policy.

### 2.13.2 Money robbery - Deductible

Unless stipulated otherwise in the Particular Conditions, no deductible is applied to this coverage.

## 2.14 Robbery of the insured persons

Granting up, up to the limit set out in the Particular Conditions, the damages suffered by the insured people, in the scope of their private lives, as a consequence of acts of violence or threat of violence, duly proved through reporting to the proper authorities, consisting in:

- a) Robbery or deterioration of clothing, watches, shoe-wear, handbags or personal accessories used by the Insured Person at the time of loss;
- b) Money robbery;
- c) Expenses incurred in in view of obtaining new documentation of personal or individual use, namely, identification card, driver's license or passport;
- d) Expenses incurred in with the treatment of injuries suffered, medical assistance, medication, hospital and nursing services, as well as costs with transportation needed to receive assistance.

For the purposes of this guarantee the insured and spouse (or persons living in union with the Insured) and descendants (including adoptees, guardians and custodians) who live in communion with the Insured shall be deemed to be insured persons.

Unless stipulated otherwise, the guarantees offered by this coverage are to be applied in Portugal, when the loss occur outside the insured home.

The indemnity shall be paid against the presentation of receipts of costs incurred in.

### 2.14.1 Robbery of the insured persons - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Due to negligence or serious fault of the insured persons, or those living with them or for whom they are responsible;
- b) That are not reported to the proper authorities;
- c) Due to the insured persons' involvement in arguments, fights or bets;
- d) Consequent to the abusive and fraudulent use, by third parties, of bank cards or other credit cards, namely, due to the withdrawal of money from an ATM machine.

### 2.14.2 Robbery of the insured persons – Deductible

Unless agreed differently in the Particular Conditions, no deductible is applied to this coverage.

## 2.15 Breakage of mirrors, glass and sanitary ware

Granting up, regardless of whether the building, its contents or both are insured, up to the limit set out in the Particular Conditions, the damages resulting from accidental breakage of:

- a) Mirrors and glass on windows, doors, transoms, skylights, greenhouses, winter gardens and balconies
- b) Sanitary ware, independently from its manufacturing material;
- c) Glass ceramics, as long as integrated in the property, or in fixed goods of permanent nature.

### 2.15.1 Breakage of mirrors, glass and sanitary ware - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Breakage due to faulty installation or placement or other works carried out;
- b) Assembling and disassembling operations, and moving;

2. Unless stipulated otherwise, duly specified in the Particular Conditions, excluded from this coverage are:

- a) Glass of TV and TVWF equipment;
- b) Glass or mirrors with artistic value, decorated with inscriptions, stained-glass and suspended glass or mirrors;
- c) Glass or mirrors of engravings or paintings;
- d) Glass plates and marble stones used in furniture.

Damages payable under this coverage do not accrue to the indemnities paid under cover 2.31 Property damage to the Landlord.

### 2.15.2 Breakage of mirrors, glass and sanitary ware - Deductible

Unless agreed differently in the Particular Conditions, no deductible is applied to this coverage.

## 2.16 Accidental fixed furniture breakage

Granting up, up to the limit set out in the Particular Conditions, indemnity for damages caused in the sequence of chance and accidental unfastening of furniture (screwed or set) from walls of the insured home, or of ceiling or wall lamps, to the following goods:

- a) To the unfastened furniture itself, to the objects in it and any other goods nearby, as long as they are covered by this contract;
- b) To the walls or floor directly affected by the collapse of the goods mentioned in the previous line, as long as insured by this contract.

### 2.16.1 Accidental fixed furniture breakage - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Unfastening due to fragility of the walls;
- b) Damages resulting from unfastening due to the installation of objects in inadequate supports;
- c) Damages that occur during earthquakes or in the 48 hours that follow the last manifestation of such phenomenon.

## 2.16.2 Accidental fixed furniture breakage - Deductible

Unless agreed differently in the Particular Conditions, no deductible is applied to this coverage.

## 2.17 Liability of the insured and family

Granting up, up to the limit set out in the Particular Conditions, the indemnity legally demandable to the Insured, as owner of the insured property, as well as tenant or occupant of the risk location mentioned in the Particular Conditions, based on extra-contractual liability, and resulting from physical injuries and/ or material damage caused to third parties.

The guarantee offered to the Insured as the owner, tenant or occupant embraces all the facts, acts or omissions that took place or were carried out in the scope of his/ her private life, in Portugal, in the other countries of the European Union, and in Switzerland.

Equally embraced by this coverage, as long as living with the Insured in common economy, are the following people:

- a) Spouse or kin, ascendants, descendants and siblings;
- b) Adopted and kin in straight line and up to the 2nd collateral line;
- c) Stepchildren;
- d) Employees, while at domestic service;

Also included in this coverage are the damages caused by pets belonging to the Insured and living with him/ her, with the exception of "dangerous or potentially dangerous" animals, in accordance with the legislation in force, and also except those used for profit purposes.

Pursuant to this guarantee, Zurich's liability for a loss or set of losses occurring during an annuity, or validity period – if subscription is inferior to a year -, cannot exceed the maximum sum stipulated in the Particular Conditions.

### 2.17.1 Liability of the insured and family - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Professional liability.

For the purposes of this policy, professional liability is the obligation of repairing damages caused or suffered by the good or thing, resulting from faulty professional practice;

- b) Criminal, misdemeanour or disciplinary liability;
- c) The third party liability resulting from the ownership of property or works not insured by the policy;
- d) The practice of sport or leisure activities involving the use of any type of weapons, and practiced in conditions that contradict the legal dispositions in force;
- e) The losses or damages due to the disrespect for safety conditions imposed by the legislation in force, as far as circulation, in public streets, of the animals embraced by the coverage is concerned;
- f) The damages or losses due to wrongful acts or omissions of the Insured people (except when deprived of fully-fledged legal capacity), as well as those practiced under a voluntarily acquired state of unconsciousness;
- g) The losses or damages caused to objects or animals trusted to the Insured, or rented by him/ her, even if they were handed for transportation, handling or use;
- h) The losses or damages suffered by the Insured Persons, as well as their spouses (or legal companions), ascendants, descendants or people that live with them or are dependent on them, and also by people that maintain a societal or work relationship with the Insured or for whom the latter is liable;
- i) The fines or bails of any nature, and pecuniary consequences of criminal procedures, or bad-faith litigation;
- j) The costs with appeals of the Insured to a High Court, unless Zurich deems them necessary;
- k) The losses or damages caused by goods, vehicles and activities which, in legal terms, are subject to compulsory third party liability insurance;
- l) loss or damage caused by other land, air or water-powered vehicles, with the exception of motorized models with remote control (exception to drones whose damage and losses are absolutely excluded);
- m) The indemnity due under the terms of legislation for workers Indemnity, as well as professional illnesses of any nature;
- n) The Insured's contractual liability, as long as it exceeds the extra-contractual liability, as well as that resulting from road accidents;
- o) The losses or damages caused to the respective part of common areas of the insured building;

- p) The complementary indemnities for which the Insured is sentenced to by Court decision, as a punitive or exemplary measure;
- q) The losses or damages resulting from the Insured's break of law, regulations or technical or safety fines in force, applicable to his/her activity or to the goods/ equipment used;
- r) The losses or damages resulting directly or indirectly from the use of asbestos, or any of its derivative products;
- s) The third party liability resulting from the possession of "dangerous or considered dangerous animals" in conformity with the legislation in force.

### 2.17.2 Liability of the insured and family – Deductible

Unless agreed differently in the Particular Conditions, no deductible is applied to this coverage.

## 2.18 Extra-contractual liability of the insured property

Granting up, up to the limit set out in the Particular Conditions, the indemnity legally demandable to the Insured, for physical injuries and/ or material damage caused to third parties by insured goods existent at the risk location.

Considering that the insured object is an independent fraction of a building in horizontal property, this coverage also comprises the Insured's third party liability resulting from damages caused by the common areas of the building in which the insured fraction is inserted, in proportion to the fraction's percentage.

### 2.18.1 Extra-contractual liability of the insured property - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) The losses or damages caused by poor installation, or that do not comply with the legal requirements of assembly, installation and safety;
- b) The losses or damages caused when the insured building, or the building where the insured fraction is inserted, is, at the moment immediately prior to the occurrence of loss, rundown, moved from its foundations, damaged or flawed in a way that affects its general stability and safety;
- c) The losses or damages resulting from lack of maintenance or preservation of water and sewage networks of the insured building, or of the building where the insured fraction is inserted, with clear signs that those are damaged and deteriorated, visible through oxidation, infiltration or stains;
- d) The losses or damages resulting from the non-compliance with the legal or regulatory dispositions concerning the preservation of buildings and/ or their premises;
- e) The losses and damages caused by lifts and service lifts, due to excessive load, as well as when there is no contract signed with entities specialized in their inspection, maintenance and technical assistance;
- f) The losses and damages caused by the practice of any professional, commercial or industrial activity at the risk location;
- g) The losses or damages suffered by the Insured Persons, as well as their spouses (or legally kin), ascendants and descendants, or people who live with, or are dependent on them, or yet people who maintain a societal or work relationship with the Insured, or for whom the latter is liable;
- h) The losses or damages caused to the leased or in any way rented goods or buildings, in possession of the Insured Persons;
- i) The losses and damages caused to objects or animals trusted to the care of the Insured Persons;
- j) The losses and damages caused by objects that are subject to Compulsory third party liability Insurance;
- k) The losses and damages caused by any land, aerial or aquatic vehicles, with or without an engine;
- l) The indemnity owed under the terms of the legislation for Work Accidents and professional illnesses, as well as all the risks for which, according to the law, the insurance is compulsory;
- m) The losses or damages resulting from the employer's civil liability;
- n) The damages caused by non-accidental pollution;
- o) The losses and damages resulting from an agreement or contract, in the sense that the liability resulting from therein exceeds that which the Insured would be obliged to in the absence of such agreement or contract;
- p) The losses and damages which are a consequence of maintenance, modification and repair works done to the insured building;
- q) The losses and damages resulting from criminal liability.

## 2.18.2 Extra-contractual liability of the insured property - Deductible

Unless agreed differently in the Particular Conditions, no deductible is applied to this coverage.

## 2.19 Debris removal

Granting up, up to the limit set out in the Particular Conditions, the payment of costs reasonably incurred in with the demolition and removal of debris caused by the occurrence of any loss covered by this policy.

**§Single:** This coverage is automatically guaranteed when the damages to the insured goods happen in the sequence of Fire, being an essential part of the compulsory Fire coverage.

### 2.19.1 Debris removal - Exclusions

Unless otherwise agreed in the Particular Conditions, in addition to the general exclusions provided for in Clause 6 of Chapter III, losses or damages due to the demolition costs of any part of the building or fraction thereof that is not damaged, even That such demolition results from a legal or regulatory obligation.

### 2.19.2 Debris removal - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.20 Sludge removal

Granting up, up to the limit set out in the Particular Conditions, the costs the Insured incurs with sludge removal, as a consequence of flood, covered by the policy, and according to the dispositions set out in the coverage of "Flood".

### 2.20.1 Sludge removal - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.20.2 Sludge removal - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.21 Breakage or collapse of antennas

Granting up, up to the limit set out in the Particular Conditions, the damages caused to external TV or TVWF antennas and respective masts and supports, resulting from the accidental breakage or collapse, for a reason that is not or cannot be guaranteed by the remaining coverages of this contract.

### 2.21.1 Breakage or collapse of antennas - Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III, losses or damages that occur during assembly, disassembly or maintenance operations are also excluded.

### 2.21.2 Breakage or collapse of antennas - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.22 Breakage or collapse of solar panels

Granting up, up to the limit set out in the Particular Conditions, the damages caused to solar and/ or wind energy generating turbines, installed for the use of the Insured, resulting from the accidental breakage or collapse for a reason that is not or cannot be guaranteed by the remaining coverages of this contract.

With expressed agreement and the contracting of the coverage "Solar and/or Photovoltaic Panels Special Condition", the damages caused by "Fire, Lightning and Explosion", "Windstorm", "Landslide", "Acts of Vandalism", "Strikes, riots and public commotion", "Theft or Robbery" and "Electrical Risks", may be guaranteed.

### 2.22.1 Breakage or collapse of solar panels - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Works of assembling, repair or maintenance of solar panels and respective structures;
- b) Works of construction, repairing, cleaning or renovation of the building;
- c) Damages to the installation ducts or pipes, due to wear by use, or any malfunction.
- d) Damage within any other coverage of the general and special conditions, whether contracted or not.



## 2.22.2 Breakage or collapse of solar panels – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.23 Reconstruction of walls, gates and fences

Granting up, up to the limit set out in the Particular Conditions, and as direct consequence of the risks guaranteed for the insured building, the payment of indemnity for damages caused to the following goods:

- a) Fences and walls that surround the insured building and/ or in which the insured building is based, as well as the respective gates;
- b) Delimitation and/ or separation walls and respective gates, which are not an essential part of the insured building;
- c) Lamps, masts and other similar fixed elements.

To determine the amount of indemnity, only the cost effectively spent with the reconstruction or reconstitution of the damaged goods, respecting their previous characteristics, shall be taken into consideration, as long as carried out in the six months following the loss. However, such costs have to be proved by the Insured.

**§Single:** This coverage is automatically guaranteed when the damages to the insured goods happen as a result of Fire, which is an essential part of the compulsory Fire coverage.

### 2.23.1 Reconstruction of walls, gates and fences - Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III and the specific exclusions, when contracting the "Land Allocation" and / or "Seismic Phenomena" coverages, are also excluded:

- a) Earth retaining walls and/ or protection that may exist in the property where the insured building is located;
- b) Damages owing to lack of maintenance or conservation, as well as those resulting from visible deterioration or normal wear due to continuous use;
- c) Damages caused by or to the insured goods which stand on foundations that contradict technical guidelines or the good engineering practices for the type of land characteristics, and type of construction or goods involved;
- d) Damages caused by the rise of tides and storm tides, as well as due to the continuous action of the sea, or other natural or artificial water sources;
- e) Damages caused by impact of vehicles and animals, when the person liable for the indemnity is the Policyholder, an Insured Person, or other people who they are liable for;
- f) Theft and Robbery.

### 2.23.2 Reconstruction of walls, gates and fences – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.24 Reconstruction of gardens

Granting up, up to the limit set out in the Particular Conditions, the damages or losses directly caused as direct consequence of the risks guaranteed for the insured building, to the gardens surrounding it, including trees, flowers, grass and irrigation systems.

In determining the compensation amount, only the cost actually incurred and proven by the Insured, within 6 months from the date of the claim, to repair or rebuild the grassed areas, the replacement of flowers, shrubs and trees by others of the same species or similar, but in a young state, shall be taken into account.

**§Single:** This coverage is automatically guaranteed when the damages to insured goods happen as a result of Fire, which is an essential part of the compulsory Fire coverage.

### 2.24.1 Reconstruction of gardens - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Burst and/ or malfunction of the irrigation system, respective accessories and control elements;
- b) Lack of maintenance or preservation, as well as damages resulting from deterioration or normal wear due to continuous use;
- c) Reconstitution, plantation or regeneration of dead plants for reasons that are not of guaranteed accident.

### 2.24.2 Reconstruction of gardens – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.25 Collision or impact of vehicles and animals

Granting up, up to the limit set out in the Particular Conditions, the damages caused to the insured goods as a consequence of collision or impact of vehicles and animals, whenever they are driven by the Insured, or someone for whom he is liable, and so long as the losses are not on vehicles.

### 2.25.1 Collision or impact of vehicles and animals - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Caused by impact of land vehicles and animals, when the person liable for the indemnity is the Policyholder, an Insured Person or other people who they are liable for;
- b) Suffered by the vehicles themselves.

### 2.25.2 Collision or impact of vehicles and animals – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.26 Solid object collision or impact

Granting up, up to the limit set out in the Particular Conditions, the damages caused to the insured goods as a consequence of solid object collision or impact, from the exterior.

### 2.26.1 Solid object collision or impact - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to: To awnings, stabling or other goods located on the outside of buildings.

### 2.26.2 Solid object collision or impact - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.27 Temporary loss of use of the rented or occupied insured property

1. Granting up, in case of loss which may result in the Insured's temporary loss of use of the rented or occupied insured property, covered by this policy, the payment of expenses incurred in with the transportation of undestroyed insured objects, and their storage. Furthermore, the payment of expenses with the Insured's lodging, and of those living with him/her in shared economy, in some other lodging, up to the indemnity limit set out in the Particular Conditions of this policy.

2. This guarantee is valid for the time period indispensable to the rehousing of the Insured at the place where the loss occurred, not exceeding 6 (six) months.

3. The indemnity shall be paid against the presentation of proof of payment of the costs, after the deduction of burden to which the Insured would have been subjected to, if the loss had not occurred, and which he/ she ceased to afford. The amount of indemnity, excluding the expenses with transportation of the insured objects, is limited to the proportion of the maximum sum insured, corresponding to the number of days of effective deprivation of use of the risk location.

4. It is an essential pre-requisite, for the activation of this guarantee, as far as lodging is concerned, that the Insured is living at the risk location at the date of occurrence of loss, and that that is his/ her regular and permanent home.

5. The insured goods that have been moved to another risk location, under the terms of this coverage, and as long as the fact has been communicated to Zurich, are also guaranteed under the same conditions by this policy, notwithstanding, the rate adjustment in accordance with the characteristics of the new risk location.

### 2.27.1 Temporary loss of use of the rented or occupied insured property - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.27.2 Temporary loss of use of the rented or occupied insured property - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.28 Temporary move

This coverage guarantees, up to the limit set out in the Particular Conditions, the extension of the contracted guarantees while the insured goods remain temporarily at another risk location, where the Insured is living, for a period not longer than 90 days per year.

The Insured undertakes to notify Zurich of the new risk location at least 30 days in advance.

## 2.28.1 Temporary move - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Tents and caravans, as well as the damages caused to the goods within;
- b) Motorized or coupled vehicles and vessels;
- c) Goods moved to the Insured's non-permanent or secondary home.

Unless strictly agreed otherwise and declared in the Particular Conditions, valuable objects as those set out in "line aa) of the 1st Clause – Definitions", are excluded from this coverage.

## 2.28.2 Temporary move – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.29 Loss of rent

Granting up indemnity to the Insured, in the quality of Landlord, for the monthly amount of insured rents that the building ceases to provide him/ her with, because it cannot, totally or partially, be occupied as a result of the occurrence of a loss covered by this policy, up to the indemnity limit set out in the Particular Conditions.

This guarantee is valid for a period which is reasonably considered as necessary for the execution of works to place the insured building back to the state it was in prior to the occurrence of loss. However, such period cannot, in any case, exceed 12(twelve) months.

### 2.29.1 Loss of rent - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.29.2 Loss of rent – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.30 Property utility services costs

Granting up, up to the limit set out in the Particular Conditions, the indemnity arising from expenses that the Insured continues to support with the insured home, despite the occurrence of loss, and consequent impossibility of living at the risk location. Such expenses may refer to the provision of services by water, gas and electricity supply entities, during the period of works for recovery of the building, which restrain the Insured from using it.

This coverage is reimbursed against the presentation of proof of payment of the costs, and will refer to the effective period of absence (days). The reimbursement shall be calculated based on the total number of days of the month charged, and the days of absence.

### 2.30.1 Property utility services costs - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Reimbursements of any expenses other than those defined as normal consumption of provided services;
- b) Reimbursements of any expenses after the end of the recovery works;
- c) Any reimbursements whenever the damages to the building prevent the provision of the services mentioned.

### 2.30.2 Property utility services costs - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.31 Damages to landlord's goods

As long as declared in the Particular Conditions, and under the limitations set out in the contract, the material damages caused to the landlord's goods as a result of an occurrence of loss covered by this policy, are guaranteed up to the limit set out in the Particular Conditions.

The indemnity can only be paid against the presentation of proof of payment of the expenses incurred in, and after being duly controlled by Zurich services.

Damages payable under this coverage do not accrue with the indemnities paid under cover 2.15 Breaking of mirrors, glasses and sanitary ware.

### 2.31.1 Damages to landlord's goods - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.31.2 Damages to landlord's goods – Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 2.32 Damages to employees' goods

Granting up, up to the limit set out in the Particular Conditions, the indemnity arising from the damages suffered by goods at the insured home, belonging to the Insured's employees, as direct consequence of any loss encompassed by the contracted coverages.

### 2.32.1 Damages to employees' goods - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Vehicles, coupled vehicles and vessels, as well as corresponding extras, components or accessories;
- b) Any valuable objects in conformity with those set out in "line aa) of article 1 – Definitions".

### 2.32.2 Damages to employees' goods - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.33 Aircraft crash

Granting up, up to the limit set out in the Particular Conditions of this policy, the payment of indemnity for damages directly caused to the insured goods as a result of:

- a) Collision or collapse of the entire, or part, of airplanes and spacecraft, or objects fallen or severed from them;
- b) Vibration or shake resulting from the crossing of the sound barrier by aircraft.

### 2.33.1 Aircraft - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III applicable.

### 2.33.2 Aircraft - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.34 Strikes, riots and public commotion

Granting up, up to the limit set out in the Particular Conditions, the indemnity paid for damages resulting from fire or explosion, directly caused to the insured goods:

- a) By people that participate in strikes, «lock-outs», disturbances at the workplace, riots and public commotions;
- b) By action of any legal authority in the sequence of the above-mentioned occurrences for the safeguard or protection of people and goods.

The Insured undertakes to use all the means at his/ her disposal to defend or protect the insured goods.

### 2.34.1 Strikes, riots and public commotion - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.34.2 Strikes, riots and public commotion – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.35 Acts of Vandalism, malicious damage or sabotage

Granting up, up to the limit set out in the Particular Conditions, the indemnity paid for damages, including those resulting from fire or explosion, directly caused to the insured goods by:

- a) Acts of vandalism or malicious damage;
- b) Acts of sabotage, i.e., acts that permanently or temporarily, totally or partially, destroy, cripple or deviate from their normal purposes, any means of communication, public services or those destined to the supply and satisfaction of the population's vital needs, with the

intention of destroying, changing or subverting the constitutionally established rule of Law, carried out by any individual or group of individuals.

c) Action carried out by any legal authority in the sequence of the occurrences mentioned in paragraph a) for the safeguard or protection of people and goods.

### 2.35.1 Acts of vandalism, malicious damage or sabotage - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Theft or robbery, with or without burglary, directly or indirectly related to the risks covered by this guarantee;
- b) Damages caused to objects that are outdoors and/ or in patios, stairways, access corridors, terraces or unlocked outbuildings;
- c) Damages resulting from "graffiti" – engravings or drawings painted or engraved – in the insured goods;
- d) In solar and photovoltaic panels, structures and supports, unless the coverages "Solar Panels" or "Photovoltaic Panels" has been contracted.

### 2.35.2 Acts of vandalism, malicious damage or sabotage - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.36 Smoke

Granting up, up to the limit set out in the Particular Conditions, the damages caused to the insured goods in the sequence of sudden or abnormal leakages or exhausts that originate from technical installations, whenever these are part of the insured equipment and are linked to chimneys by means of adequate ducts.

### 2.36.1 Smoke - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Caused by continuous smoke effect;
- b) Caused by smoke produced in places or premises that are not insured.

### 2.36.2 Smoke - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.37 Heat damages

Granting up, up to the limit set out in the Particular Conditions, the indemnity following damages caused to the insured goods by sudden and unexpected effect of the heat, namely, heat originating from fireplaces, stoves and heaters, on the objects placed nearby.

### 2.37.1 Heat damages - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.37.2 Heat damages – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.38 Accidental spill from acclimatization units

Granting up, up to the limit set out in the Particular Conditions, the payment of indemnity following damages caused to the insured goods directly as a consequence of accidental spill of liquid used in any fixed, or mobile, acclimatization unit, destined to the heating or cooling of the atmosphere.

### 2.38.1 Accidental spill from acclimatization units - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Caused by spill originating from the equipment's faulty manufacturing, as long as still in the warranty term, or due to taps or valves or other security devices which were left opened or poorly closed;
- b) Caused by bad or poor preservation of equipment;
- c) Caused to the insured premise itself.

## 2.38.2 Accidental spill from acclimatization units - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.39 Authority measures and public relief services

Granting up, up to the limit set out in the Particular Conditions, the payment of indemnity for damages caused to the insured goods, or expenses incurred in with the proper authorities, as a result of:

- a) Means used to fight fire, as well as, damages resulting from heat, smoke, vapour or explosion in the sequence of fire;
- b) Removals or destructions carried out during a fire, by order of the proper authorities, public or relief services, for the rescue of the Insured and family;
- c) Removals, destructions or forced entries carried out by the proper authorities, public relief services, during the rescue of or medical aid to the Insured and family.

**§Single:** This coverage is automatically guaranteed when the damages to insured goods happen in the sequence of Fire, which is an integral part of the compulsory Fire coverage.

### 2.39.1 Authority measures and public relief services - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.39.2 Authority measures and public relief services - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.40 Documentation costs

Granting up, up to the limit set out in the Particular Conditions, the reimbursement of expenses supported by the Insured as a direct consequence of any loss encompassed by the coverages effectively contracted, in view of obtaining the documents, information or any other proof elements requested by Zurich.

### 2.40.1 Documentation costs - Exclusions

Only the general exclusions set out in the 6th Clause of Chapter III are applicable.

### 2.40.2 Documentation costs - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.41 Reconstitution of documents

Granting up, up to the limit set out in the Particular Conditions, the expenses referring to the reconstitution of personal use documents, such as, driver's license, identification card, vehicle entitlement, passports and other similar documents, deeds and other official documents related to the insured home, when they are deteriorated to such an extent that they become unusable, as a consequence of any loss covered by this policy.

The total of indemnity shall only take the effective amount spent on the reconstitution or replacement of documents into consideration, under the justification of need to reproduce them.

The indemnity can be paid as the mentioned expenses are effectively paid by the Insured, never exceeding a period of 12 months after the occurrence of loss.

### 2.41.1 Reconstitution of documents - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, are also excluded losses or damages due to:

- a) Use, vice or normal deterioration;
- b) Directly or indirectly, to seizure by the proper authorities.

### 2.41.2 Reconstitution of documents - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.42 Technical fees

Granting up, up to the limit set out in the Particular Conditions, the reimbursement of expenses supported by the Insured with the payment of technical fees to architects, engineers, consultants and other technicians, concerning the provisions of works or services considered essential to replace or repair the damaged insured goods as a direct consequence of any loss guaranteed by this policy.

**§Single:** This coverage is automatically guaranteed when the damages to insured goods happen in the sequence of Fire, which is an integral part of the compulsory Fire coverage.

### 2.42.1 Technical fees - Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III, the reimbursement of the payment of fees for work or services aimed at preparing or substantiating claims and / or estimates of losses and damages to be submitted to Zurich is also excluded.

### 2.42.2 Technical fees - Deductible

In addition to the general exclusions provided for in Clause 6 of Chapter III, the reimbursement of the payment of fees for work or services aimed at preparing or substantiating claims and / or estimates of losses and damages to be submitted to Zurich is also excluded.

## 2.43 Home automation equipment malfunction

Granting up, up to the limit set out in the Particular Conditions, independently, of the risk capital, the payment of indemnity arising from damages accidentally caused to Home automation equipment, for reasons that are not, and cannot, be guaranteed by the remaining coverages of this contract, and which compel their repairing or replacement.

### 2.43.1 Home automation equipment malfunction - Exclusions

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

- a) caused by fuses, heating resistors, lamps of any nature, cathode-ray tubes of electronic components, if not caused by fire or by the explosion of a neighbouring object;
- b) Due to wear and tear due to the use or any deficiency of mechanical operation, as well as due to faults or defects existing in the electrical installation or in the insured equipment;
- c) The damages for which the manufacturers, suppliers, sellers or firms responsible for any repair of the insured goods are contractually or legally responsible;
- d) Caused to panels and transformers of more than 500 KW and to engines of more than 10 H.P;
- e) Caused to equipment whose existence is not proven through proof of existence;
- f) Damages due to intentional overloads, tests or experiments that involve abnormal conditions of electric current;
- g) Damages resulting from the use of secure computer equipment after it has suffered damage that could be compensated for this coverage, without its definitive repair being made and its normal functioning guaranteed

### 2.43.2 Home automation equipment malfunction – Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.44 Personal accident

Granting up, up to the limit set out in the Particular Conditions, the payment of indemnity arising from Personal Accident occurring at the insured home, and corresponding patios, to the Insured Persons over 14 and below 70 years of age, and which result in:

- a) Death or Permanent Disability;
- b) Treatment costs.

The sums insured in this coverage for the set of victims, per occurrence and per period of validity, are indicated in the Particular Conditions.

In the event of death of the Insured Person, within two years from the date of the claim, the respective legal heirs shall be paid the corresponding insurance capital, without prejudice to their duty to prove the causal link between the death and the claim event to make this warranty operate.

In case of Permanent Disability occurring within 2 years from the date of the accident, and without prejudice to the duty of the injured person or his representative to prove the causal link between the disability and the operative event of the disability, an accident likely to trigger this guarantee, Zurich shall pay to the insured person a percentage of its insurance capital, corresponding to the degree of clinically established disability, which shall be established in accordance with the Table which serves as the basis for the calculation of the compensation due for Permanent disability as a consequence of an accident, according to Particular Condition 806.



The risks of Death and Permanent Disability cannot be accumulated, reason why, if an accident results in Permanent Disability and, later, during the 2 years that follow the accident, in the death of the Insured Person, the indemnity to be paid for Death shall be deducted from the amount of indemnity eventually paid for Permanent Disability.

When the Insured Person affected by an accident needs treatment, resulting from the guaranteed accident, the corresponding Treatment Expenses shall be paid against the presentation of the corresponding proofs of payment.

Treatment expenses include:

- a) Medical and hospital-related fees, including, medication, nursing and physiotherapy;
- b) Expenses with travelling to the doctor, hospital, clinic, or nursing facility when there is need for regular clinical treatment, as long as the means of transport used is adequate to the seriousness of the injury.

#### 2.44.1 Personal accident - Exclusions

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

- a) Acts or omissions by the Insured Person, influenced by the consumption of alcohol or alcoholic drink, which determines a blood-alcohol rate higher than that set out in the Law and/ or the use of narcotics without medical prescription, or when incapable of controlling his/ her acts;
- b) The practice of criminal acts, gross negligence and any intentional acts by the Insured Person, such as, suicide or attempted suicide, including rash acts, bets and challenges;
- c) The practice of criminal acts, gross negligence and any intentional acts by the Policyholder, or the Beneficiary, aimed at the Insured Person, as far as the latter's benefit is concerned;
- d) Intentional acts or interventions practiced by the Insured Person against him/ herself;
- e) Any type of hernias
- f) The implant or repair of prosthesis and/ or orthosis;
- g) Accidents or events that solely produce psychological effects
- h) Any type of diseases, which shall only be guaranteed when proved, by unequivocal and indisputable medical diagnosis, as a direct consequence of a covered accident;
- i) Treatment in SPAs or beaches and, in general, air or rest cures if they are not subject to medical prescription.

#### 2.44.2 Personal accident - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

### 2.45 Rehabilitation of property due to the insured's accident

1. Granting up, up to the limit set out in the Particular Conditions, the payment of expenses necessary to the rehabilitation of the insured home as a consequence of personal, extra-professional accident, which causes a disability equal to or higher than 75% to the Insured Person, as long as encompassed by the guarantees of the coverage 2.44 (Personal Accident at the insured property).
2. The degree of incapacity will be established according to the Table to serve as the basis for calculating the damages due to permanent disability as a consequence of an accident according to Particular Condition 806
3. The Insured Person is exclusively the Insured and his/ her spouse, or person living with the Insured in common law union, both under 70 years of age.
4. The expenses will be paid as the redevelopment works are carried out.  
Zurich's liability is limited to adaptation works strictly indispensable to the adequacy of the insured house and its access to the functional limitations of the Insured Person.

#### 2.45.1 Rehabilitation of property due to the Insured's accident - Exclusions

In addition to the general exclusions set forth in Clause 6 of Chapter III, exclusions of the Personal Accident coverage apply to this coverage.

#### 2.45.2 Rehabilitation of property due to the Insured's accident - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subject to any deductible.

## 2.46 Home assistance

### Definitions

#### a) Beneficiaries of the assistance

The Insured and the family members living permanently with him/ her, in shared economy and, also, the employees that render services at his/ her home, hereinafter referred to as Beneficiary/ Beneficiaries, as applicable.

#### b) Insured Home

The Beneficiaries' usual home, as specified in the Particular Conditions.

#### c) Uninhabitable insured home

Any home which, in the sequence of a loss covered by this policy, becomes damaged to such an extent that living in it, under normal safety, hygiene and functionality conditions, is impossible to the Beneficiaries.

#### d) Assistance service

Informational and service-related support, provided by an assistance company, to which Zurich also delegates the management of claims encompassed by this guarantee.

### 1. Special guarantees in case of loss

#### (Table 1 of Particular Condition 809 Home Assistance - Guarantees and Limits of Compensation)

As long as one or more of the risks described in this policy occur, or a request for assistance is previously requested, Zurich guarantees, up to the limit set out in the Particular Conditions:

##### 1.1 Sending of professionals

Zurich shall support the cost of sending qualified professionals, necessary to repair or contain the damages until the intervention of an expert assessor, to the insured home.

##### 1.2. Hotel and transportation costs

In case the insured home becomes uninhabitable, Zurich guarantees, up to the limit set out in the Particular Conditions, the payment of hotel costs that the Beneficiaries may have to support.

Zurich also handles the booking and transportation costs if the Beneficiaries cannot handle them by their own means.

##### 1.3 Transportation of furniture

If, as a consequence of loss, the insured home becomes uninhabitable, Zurich shall provide and support, up to the limit set out in the Particular Conditions, the costs concerning:

a) The renting of a vehicle for transportation of goods to move the furniture to the new temporary dwelling.

b) The safekeeping of objects and goods that are not moved to the temporary dwelling, for a period of six months.

c) The costs with transportation of furniture to the new location of permanent home in Portugal, during the 30 days following the occurrence of loss.

##### 1.4 Laundry and restaurant costs

If, as a consequence of loss, the insured home becomes uninhabitable, or the use of the kitchen or washing machine is impossible, Zurich guarantees the reimbursement of restaurant and laundry costs, up to the limit set out in the Particular Conditions.

##### 1.5 Home safeguarding

If, as a consequence of loss, the insured home becomes accessible from the exterior or the lock is damaged, and if after the precautionary measures taken, the home needs surveillance to avoid robbery of objects within, Zurich shall support the costs with a security guard to safeguard the home. In case Zurich cannot arrange for security guards to do the surveillance, it will indemnify the Insured, up to the limit set out in the Particular Conditions.

##### 1.6 Safekeeping of pets (cats and dogs)

Zurich shall arrange for an establishment, located the closest possible to the Beneficiary's home, to safe-keep the pets (cats and dogs). It will also organize the transportation of the animals to such establishment, or home, in Portugal, for a person indicated by the Beneficiary.

The provision of this guarantee is submitted to the conveyors' transportation and safety conditions, and those of the kennels and catteries, in accordance with the legal dispositions in force (updated vaccinations, deposits). For this guarantee to be provided, the Beneficiary, or person indicated by him/ her, should be able to hand over the animals.

##### 1.7 Misplaced or robbery of keys

If, as a consequence of misplaced or robbery of the insured home's keys it is not possible for the Beneficiary to enter it, Zurich shall support the costs with replacement of the lock, up to the limit set out in the Particular Conditions.

This guarantee can only be used once in each annuity.

### 1.8 Early return

In case the Beneficiary has to return to the insured home as a consequence of loss therein occurred, thus, making it uninhabitable, Zurich shall provide him/ her with a first-class train ticket, or tourist class plane ticket (if the train journey is longer than 5 (five) hours), from the place where the Insured is to his/ her home.

Zurich shall only support the extra expenses, which the Insured would naturally have to support for his/ her return, such as, train, bus, plane or ship fares.

Zurich is entitled to ask the Beneficiary for the transport tickets that were not used.

If necessary, Zurich will organize and support the costs related to the Beneficiaries' accommodation in a hotel for a night.

If the Beneficiary has to return to the place where s/he was, to recover his/ her vehicle and continue the stay, Zurich shall support, under the same conditions, a single ticket, unless the return arranged by Zurich happens less than five days before the date initially expected by the Insured.

Early return is still guaranteed if, during a trip, the Beneficiary's spouse, or person living with him/ her in permanent terms, ascendants and descendants up to 2nd degree die, in Portugal. In case the return cannot be made in due time, by the means of transportation initially expected, Zurich supports the costs with a first-class train ticket, or a tourist-class plane ticket till the place of burial, in Portugal.

### 1.9 Legal counselling in case of robbery

If the insured home becomes uninhabitable, and in case of urgency, Zurich advises the Beneficiary on precautions to take immediately, and shall take them for the Beneficiary in case s/ he is not capable of doing so, by providing legal counselling in case of robbery or attempted robbery concerning the steps to take for denunciation to the authorities.

### 1.10 Replacement of video or television, washing machine and dish washer, fridge or heater

In the event of an accident occurring in the insured house, Zurich shall place at the disposal of the Beneficiaries, free of charge and up to the limit set forth in the Particular Conditions, video, television, dishwasher, washing machine, refrigerator and water heater, in the case of any of these appliances has suffered damage as a consequence of a claim likely to trigger any of the coverage of the policy and are possible to repair.

This guarantee has a 48-hour deductible for equipment, such as: washing machines, dish-washers and fridges, and 12 hours for the remaining devices described in the guarantee.

In case Zurich cannot find similar devices in the market, it will, alternatively, indemnify the Insured up to the limit set out in the Particular Conditions.

### 1.11 Transmission of urgent messages

Zurich guarantees the payment and/ or sending of urgent messages related to the activation of guarantees set out in this contract, and will transmit such messages to family members, upon Beneficiaries' request.

## 2 Guarantees in case of illness or accident occurring at the insured home (Table 2 of the Particular Condition 809 Home Assistance - Guarantees and Limits of Compensation)

Independently of the occurrence of any of the risks covered by this policy, Zurich shall provide the below-mentioned guarantees whenever they involve any of the Beneficiaries:

### 2.1 Medical-sanitary assistance

#### 2.1 The costs with a nursing professional by medical prescription

In case of accident and if the injuries justify so, Zurich guarantees the costs with a nursing professional by medical prescription, up to the limit set out in the Particular Conditions;

#### 2.2. Home delivery of medication

b) Home delivery (from 8 p.m. to 8 a.m.) of prescribed medication, the cost of which is supported by the Beneficiary at the moment of delivery;

#### 2.3 Home assistance from a doctor

Sending of doctors home, in which case Zurich supports the costs of medical fees. In any case, the Beneficiary shall support the co-payment of €30 per consultation, to be paid at the end of each medical act;

In the impossibility of the assistance services sending a doctor home, Zurich alternatively guarantees the cost of transportation to the nearest hospital or clinic, as well as the costs with fees, deducted from the previously mentioned co-payment;

#### 2.4 Transportation to the hospital nearest to home

If, by medical prescription, the Beneficiary needs to be hospitalized, Zurich guarantees the cost of transportation by adequate means to the hospital nearest to home, including the transfer from a clinic;

#### 2.5 Informational services and booking of medical appointments

Informational services and booking of medical appointments, including, clinical and diagnosis exams;

#### 2.6 Home help after returning from hospital

In case of hospitalization of any of the Beneficiaries, Zurich shall arrange for a person to provide domestic help to the Beneficiary's spouse and children, or to the Beneficiary, during the period of recovery, according to local availabilities;

## 2.7 Home support

Support of costs with domestic help, to be provided up to 30 days after discharge from hospital and return home;

## 2.8 Interruption of travel as a result of hospitalization or death of a Insured Person

If any of the Beneficiaries has to interrupt a trip due to hospitalization or death of the other Beneficiary, for loss that occurred at the insured home, Zurich shall support the costs with transportation to the indicated place, providing the Beneficiary with a first-class train ticket, or economy-class plane ticket (if the train journey takes longer than 5 (five) hours), from the place where the Beneficiary is until his/ her home;

## 2.9 Return to the place of origin to retrieve vehicle or continue journey

In case the Beneficiary has to return to the place where he/ she was to recover his/ her vehicle, or continue the planned trip or stay, Zurich arranges for, under the terms mentioned in paragraph h), a single ticket, unless the return arranged for by Zurich is to take place 5 (five) days earlier than the initially expected date;

## 2.10 Child care

In case of accident occurring at the insured home, or illness which results in the Beneficiary's need to be bedridden, Zurich shall select and support the expenses with hiring someone to take care of children under the age of 14, for a maximum period of 8 (eight) days, up to the limit set out in the Particular Conditions;

## 2.11 Medicine purchase

If none of the Beneficiaries are able to go to pick up the medically prescribed medication, Zurich will deliver such medication;

A Zurich co-worker will go the Insured Person's home to pick up the medical prescription, and then buy the medication at the nearest pharmacy. The Beneficiary is responsible for the cost of medication.

## 3. Orientation of Symptoms and Doubts by telephone

### (Table 3 of the Particular Condition 809 Home Assistance - Guarantees and Limits of Compensation)

Independently of the occurrence of any of the risks covered by this policy, Zurich, through its Assistance Services, may provide the duly identified Beneficiaries with:

#### 3.1 Telephone orientation of symptoms or doubts 24 hours a day / 365 days a year

An interpretative orientation of his/ her symptoms or medical doubts, provided by health professionals, immediately, by telephone, 24 hours per day, 365 days per year, according to the ethical standards in force and within the limitations that the means used impose, such as, the service availability at each moment;

This orientation is not a medical appointment per se, nor does it replace or avoid the resource to hospital urgency services, which each case may justify.

#### 3.2 Transport by ambulance

Transport by ambulance to a Clinic/ Hospital at the Beneficiary's choice, as long as such need is clinically advisable by health professionals.

Limitations: The medical orientation requested and provided for, by telephone, implies, solely and exclusively, the responsibility arising from this type of procedure within the setting in which it is carried out.

## 4 Home Assistance

### (Table 4 of the Particular Condition 809 Home Assistance - Guarantees and Limits of Compensation)

#### 4.1 Transport or sanitary repatriation of injured or sick people

If any of the Beneficiaries suddenly suffers injuries or falls sick during the period of validity of the policy, Zurich shall, within the limit set out in the Particular Conditions, be responsible for:

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

b) Supervision, by the medical team, in collaboration with the injured or sick Beneficiary's doctor, so as to determine the most convenient measures to be adopted for the best treatment to follow, and the most appropriate means for the eventual transfer to another more adequate hospital facility, or to his/ her dwelling or home in Portugal, when the time is appropriate, as ordered by the doctor and agreed with Zurich's medical department;

c) The cost of this transfer to the recommended hospital facility, to his/ her dwelling or home in Portugal, by the most adequate means of transportation. If the Beneficiary is transferred to a hospital far from his/ her home, Zurich shall bear the expenses inherent to the appropriate transfer.

The means of transport used in Portugal, in Europe and neighbouring Mediterranean countries, when the urgency or seriousness of the case so demand, shall be the plane or the ambulance. In the remaining countries, it shall be done through regular commercial airliners, or any other means adequate to the circumstances.

The guarantees of medical nature, and of transport and sanitary repatriation should only be activated with the previous agreement between the Beneficiary's Doctor, the Beneficiary's attending doctor at the hospital, and Zurich's medical department. As soon as the necessary clinical conditions needed for the Beneficiary's transport or repatriation have been gathered, the means of transport and

eventual medical accompaniment shall be determined. These decisions shall be taken solely in accordance with the Beneficiary's clinical condition, and the respect for the sanitary health standards in force.

#### **4.2 Accompaniment during transport or sanitary repatriation**

If the condition of the Beneficiary to be transported or repatriated so demands, Zurich shall, after hearing his/ her doctor's opinion, bear the travel costs of another Beneficiary on site to accompany him/ her.

#### **4.3 Accompaniment of hospitalized Insured Person**

If a Beneficiary's hospitalization occurs, and his/ her condition does not advise the immediate repatriation or return, Zurich shall support, up to the limit set out in the Particular Conditions, the initially unexpected costs of a hotel stay for a family member, or person indicated by the Beneficiary, already on the site to accompany him/ her.

#### **4.4 Return ticket and stay for a family member**

If the Beneficiary's hospitalization exceeds 10 days, and it is not possible to activate the guarantee set out in the previous paragraph:

Zurich shall bear the costs with a return ticket for a family member, in first-class train trip or in economy-class plane travel, from Portugal to the place where the Beneficiary is, to stay with him/ her and it shall also support accommodation costs, up to the limit set out in the Particular Conditions.

#### **4.5 Extension of hotel stay**

If, after the occurrence of illness or accident, the Beneficiary's condition does not justify hospitalization or sanitary transport, and his/ her return cannot be made at the initially expected date, Zurich shall handle, if necessary, and up to the limit set out in the Particular Conditions, the costs effectively incurred in by the Beneficiary with a hotel stay, and by the person accompanying him/ her.

When the Beneficiary's condition so allows, Zurich shall arrange for his/ her return, as well as that of the eventual person accompanying, in case they cannot return by the initially expected means.

#### **4.6 Transport and repatriation of insured persons**

If one or more Beneficiaries have been transported or repatriated due to illness or accident, in accordance with the guarantee set out in 2.4.1, and if it is not possible for the remaining persons to return home by the initially expected means, Zurich shall support the transport costs to their home, or to the place where the transported or repatriated Beneficiary is hospitalized. If the Beneficiaries are under the age of 15, and do not have a family member or trusted person to accompany them on the journey, Zurich shall pay the costs for a person to travel with them to the place where their home is, or the place where the Beneficiary is hospitalized.

#### **4.7 Medical, surgical, pharmaceutical and hospital-related expenses abroad**

If, as consequence of accident or illness occurring abroad, during the period of validity of the policy, any of the Beneficiaries requires medical, surgical, pharmaceutical or hospital-related assistance, Zurich shall support such costs, up to the limit set out in the Particular Conditions, or reimburse them against the presentation of proof of payment:

- a) The expenses with medical and surgical fees;
- b) The pharmaceutical costs prescribed by the doctor;
- c) Costs with hospitalization.

In the dental area, Zurich only guarantees the payment of medical expenses related to the temporary treatment of acute conditions.

From the moment the repatriation is clinically feasible, and advisable by the medical teams, Zurich shall no longer be liable for the expenses with hospitalization.

#### **4.8 Transport or repatriation of deceased and of the accompanying insured persons**

Zurich bears the costs of all formalities at the place of the Beneficiary's death, as well as those related to his/ her transport or repatriation to the place of burial, in Portugal. In case the Beneficiaries, who were accompanying the Beneficiary at the moment of death, cannot return by the initially expected means, or cannot use the already acquired transport ticket, Zurich shall pay the transport costs with their return to the usual dwelling, or to the place of burial, in Portugal.

If the Beneficiaries are under 15 years of age and do not have a family member or trusted person to accompany them on the journey, Zurich shall pay for the expenses of a person travelling with them to the place of burial, or home, in Portugal.

If, for administrative reasons, a temporary or permanent local burial is necessary, Zurich shall bear the costs of transport of a family member, if no one is already at the place, and it will arrange for a return ticket by train in first-class, or by plane in economy-class, from home to the place of burial. The expenses with the stay are also included, up to the limit set out in the Particular Conditions.

#### **4.9 Early return**

If, during a travel, the spouse or person living permanently with the Beneficiary, his/ her ascendants or descendants up to the 2nd degree, adoptees, siblings, parents-in-law, brother(s) or sister(s)-in-law, die in Portugal, and if the means used for their travel, or the purchased ticket, do not allow for an early return, Zurich shall bear the costs with a first-class train ticket, or an economy-class plane ticket, from the place of stay to his/ her home, or to the place of burial, in Portugal.

This guarantee is also activated if, in Portugal, the Beneficiary's spouse, or person living permanently with him/ her, ascendants, or descendants up to the 2nd degree are victims of an accident, or unexpected illness, whose severity, to be confirmed by the Zurich doctor after contacting the attending doctor, demands the Beneficiary's urgent and imperative presence. If, as consequence of early return, it is indispensable for the Beneficiary to return to the place of stay so as to bring back his/ her vehicle or the other Beneficiaries by the means initially expected, Zurich shall place a ticket at their disposal by the means described above, bearing the inherent costs.

#### 4.10 Assistance to beneficiaries in case of theft of luggage abroad up to 100 kg

In the event of theft of luggage and/ or of personal objects abroad, Zurich assists the Beneficiary, upon request, with reporting to the authorities. Both in the event of theft as of loss of said belongings, if found, Zurich shall send them to the place where the Insured Person is, or to his/ her home, as long as the belongings are duly packed and transportable, up to a maximum limit of 100 kg.

#### 4.11 Advancement of funds abroad

In the event of theft or loss of luggage or cash that are not recovered within 24 hours, Zurich shall advance the funds necessary to the replacement of the disappeared goods, up to the limit set out in the Particular Conditions. Similar guarantee is provided for if, in the event of the insured vehicle's breakdown or accident, funds for repairing are necessary.

The advanced funds shall be reimbursed to Zurich in the maximum period of 60 days.

#### 4.12 Return of luggage from abroad

In the event of the Beneficiaries' repatriation, Zurich handles the return of their luggage and personal use objects, up to a maximum of 100 kg, as long as duly packed and transportable.

#### 4.13 Location and dispatching of urgent medication

Zurich guarantees the dispatch of indispensable medication regularly used by the Beneficiary, whenever it is not possible to obtain it locally, or it is not replaceable by substitutes. The cost of medication, charges and customs duties shall be the Beneficiary's responsibility.

#### 4.14 Mislaid luggage on regular flights

If the luggage has been mislaid from a regular flight and cannot be recovered within the 34 hours that follow the arrival, Zurich shall indemnify the Beneficiary, up to the limit set out in the Particular Conditions.

If the luggage is recovered, the Beneficiary must return the amount received to Zurich.

#### 4.15 Transmission of messages

Zurich shall arrange for the transmission of urgent messages that are requested by the Beneficiary, in the sequence of the occurrence of any event covered by these guarantees.

Beneficiaries who have used the transports set out in this contract are obliged to take the necessary steps to recover the unused tickets, and return the recovered amounts to Zurich.

### 5 Sending of professionals and access to other services

#### (Table 5 of Particular Condition 809 Home Assistance - Guarantees and Limits of Compensation)

Under this guarantee, and upon the Beneficiary's request, Zurich shall ensure a permanent information service on telephone numbers for urgency or rapid repair services, located at the nearest place to his/ her home, or shall promote the sending of qualified professionals, in the areas specified below:

Access to these professionals is totally free of charge, though the Beneficiary shall pay the requested services according to the table in force in each annuity.

The Beneficiary shall not be liable for the costs of house calls by technical services (24 hours), daytime technical services, and the costs of budgeting.

The Beneficiary also benefits from a 10% discount in the services and charges mentioned in 2.5.1 and 2.5.2 of this Clause, as well as of a 90-day guarantee over all the services provided.

In the cases of emergency services indicated below, and within the same annuity, Zurich shall bear the labour costs, up to a limit of two operations per year, and maximum of 3 hours for each of the operations.

As for the remaining operations and, consequently, the hours spent on labour, they shall be supported by the Beneficiary according to the previously established hourly rate, which is annually revised by the CPI (Consumer Price Index).

Emergency services are those that:

- a) Deprive the Beneficiary from the possibility of using his/ her home (uninhabitable house);
- b) Aim at containing a possible worsening of the damages;
- c) Can affect the home's safety.

The emergency service is limited to the following fields and coverages:

- **Plumbing:** rupture of the dwelling's fixed installations, which produces damages both in the Beneficiary's goods, as well as those of other people; installations that are owned by the community, or belong to third parties, shall not be considered as belonging to the Beneficiary's home, even if they are located within his/ her boundaries;

- **Electricity:** total absence of electricity supply in any of the phases of installation at the Beneficiary's home, whenever the origin of breakdown is located within, or in any of its outbuildings;

- **Unblocking:** simple unblocking, excluding the use of specific technical equipment, and unblocking of technical pipes common to the building, and of septic tanks;



- Keys and locks: any major event that prevents the Beneficiary from accessing his/ her home and that requires the intervention of a locksmith, or of emergency services for lack of alternative solutions for accessing the home;

- Glass: breakage of glass from windows or any other glassed surface which is part of the outer covering of the home, inasmuch as such situation determines its lack of protection from weather conditions, or ill-intentioned acts from third parties, excluding glass that is common to the building.

#### 2.5.1 Technical services (24 hours):

The national scope 24-hour technical services are essentially urgent, requiring a response time between 4 to 12 hours, depending on the geographical area.

In Lisbon and Oporto and their respective areas, the presence of a technician is guaranteed in a maximum period of 4 to 6 hours, and in the remaining parts of the country between 6 to 12 hours, maximum, for:

- a) Plumbing
- b) Electricity
- c) Refrigeration
- d) Unblocking services
- e) TV, video, hi-fi
- f) Keys and locks
- g) Acclimatization and air-conditioning
- h) Heating

#### 2.5.2 Technical services (day)

The non-urgent provision of services is included in this category, ensuring the presence of a technician at the Beneficiary's home, where a previous estimate can be reached, or the immediate execution of works carried out according to the tariffs in force.

According to the Beneficiary's availability, the presence of a technician is guaranteed in the following 24 hours, for:

- a) Painting
- b) Building construction
- c) Carpentry
- d) Floors
- e) Locksmith
- f) Upholsteries
- g) Suspended ceilings
- h) Glass
- i) Blinds and shutters
- j) Antennas
- k) Electrical appliances

#### 2.6 Complementarity

The payments and indemnities set out are paid in excess and complementarily to other existing insurance contracts covering the same risks.

The Beneficiaries are obliged to promote all measures necessary to obtain said payments and return them to Zurich in the event and to the extent that it has advanced them, as well as co-payments from Social Security or any other institution whose benefit they are entitled to.

#### 2.46.1 Home assistance – Exclusions

In addition to the general exclusions provided for in Clause 6 of Chapter III, losses or damages are also excluded due to services not requested from Zurich and that have not been done with their agreement, except in cases of force majeure or proved material impossibility.

Equally excluded from this coverage, and concerning paragraph 2.4 – "Assistance to people" are:

- a) Medical, surgical and hospital-related expenses, in Portugal;
- b) Illnesses or injuries that occur as consequence of chronic diseases, or prior to the beginning of travel, as well as its consequences or recurrences;
- c) The losses occurring as consequence of the practice of high risk winter competition sports, such as, snow-skiing, parachuting, mountain climbing, martial arts and other risky sports, as well as workouts for competition and bets;
- d) Childbirth and complications due to stage of pregnancy, unless they are unpredictable during the first 6 (six) months;
- e) Expenses with funeral, urn, casket or memorial service;
- f) Losses caused by earthquakes, volcanic eruptions, flood or other cataclysms;



g) Damages suffered by the Beneficiaries as consequence of dementia, or if they are under the influence of alcohol, under the terms of legislation on driving, or if they have taken drugs or narcotics without medical prescription;

h) Expenses with prosthesis, glasses, contact lenses, and similar;

i) Expenses related to non-urgent physiotherapy.

## 2.46.2 Home assistance - Deductible

Unless stipulated otherwise in the Particular Conditions, this coverage is not subjected to any deductible.

### 5th Clause Coverage of complementary risks

Upon expressed agreement, and the payment of the corresponding premium surcharge, the scope of this contract can be broadened, under the terms of the following Special Conditions:

- 01 Terrorism
- 02 Machinery breakdown
- 003 Vehicles parked in garage
- 004 Third party liability caused by animals
- 005 Public liability (tourist renting)
- 06 Solar Panels
- 07 Photovoltaic panels
- 08 Earthquake

### Chapter III On exclusions

#### 6th Clause General exclusions

1. Losses shall not be covered, under any circumstances, even if there has been the occurrence of any risk covered by this policy, if the damages result, directly or indirectly, from:

- a) Declared or undeclared War, invasion, act from foreign enemy, war hostilities or operations, civil war, insurrection, rebellion or revolution;
- b) Military uprising or act of a legitimate or usurped military power;
- c) Confiscation, requisition, destruction or damage to the insured property by order of the legitimate or entitled government, or any established authority, except when carried out as a rescue mission, if in the sequence of any risk covered by this policy;
- d) Explosion, heat release and irradiation arising from splitting atoms, radioactivity and also radiation caused by artificial particle acceleration;
- e) Intentional acts or omissions by the Policyholder, the Insured or persons for whom they are civilly liable;
- f) Constructions that have not been totally sealed or covered, or movable goods or merchandise that is kept outdoors;
- g) Constructions that have not been dimensioned in accordance with the regulation in force at the date of construction and whose structure, external walls and coverage are not mainly (over 50%) built with resistant materials;
- h) Constructions which are rundown at the moment of the occurrence;
- i) Contents existing in the construction sites mentioned in f), g) and h);
- j) Lost profit or similar loss.

This contract is also subjected to the exclusions contained in the Special Conditions that may apply to it.

§Single: The exclusions contained in f), g) and h) do not apply to the Fire risks.

2. Except for the explicit guarantee of risks under consideration, this contract does not cover the damages that, directly or indirectly, result from:

- 01 Terrorism
- 02 Machinery breakdown
- 003 Vehicles parked in garage
- 004 Third party liability caused by animals
- 005 Public liability (tourist renting)
- 06 Solar Panels
- 07 Photovoltaic panels
- 08 Earthquake

## Chapter IV Declaration of initial and supervening risk

### 7th Clause Duty of initial declaration of risk

1. Before entering the contract, the Policyholder or the Insured is obliged to accurately declare all the circumstances he/ she are aware of, and should reasonably deem to be significant for risk appreciation by Zurich.
2. The preceding paragraph is also applicable to circumstances, the mention of which is not requested in questionnaire eventually provided for the purpose, by Zurich.
3. Zurich cannot avail itself, after accepting the contract, unless there is intent to obtain an advantage on the part of the Policyholder or Insured, considering:
  - a) The omission of an answer to a question in the questionnaire;
  - b) The inaccurate answer to a question asked in very general terms;
  - c) Obvious incoherence or contradiction in the questionnaire's answers;
  - d) A fact which, at the time of signing of the contract, its representative knows to be inaccurate, or omitted;
  - e) Circumstances the Insured is aware of, especially when they are public and obvious.
4. Before the signing of the contract, Zurich shall clarify the potential Policyholder or Insured of the duty mentioned in paragraph 1, as well as of the regime governing its breach, under penalty of incurring in civil liability, in the general terms.

### 8th Clause Intentional breach of the duty of initial declaration of risk

1. In the event of intentional breach of the duty mentioned in paragraph 1 of the previous clause, the contract is voidable by declaration sent from the Insurer to the Policyholder.
2. In the absence of occurrence of loss, the declaration mentioned in the previous number shall be sent in a period of three months of knowledge of said breach.
3. Zurich is not obliged to cover the loss occurring before the intentional breach mentioned in paragraph 1, or during the timeframe set out in the previous number, and the general regime on nullity shall apply.
4. Zurich is entitled to the premium owed until the end of the term mentioned in paragraph 2, except if intent or gross negligence on Zurich's, or its representative's part, occurred.
5. In the event of intent in obtaining an advantage, from the Policyholder's or the Insured's part, the premium is owed until the end of the contract.

### 9th Clause Negligent breach of the duty of declaration of initial risk

1. In the event of negligent breach of the duty mentioned in paragraph 1 of the 7th Clause, Zurich may, by sending a declaration to the Policyholder, and in the timeframe of 3 (three) months of it coming to its knowledge:
  - a) Propose an amendment of the contract, setting a timeframe no shorter than 14 days, for acceptance or, if admitted, a counterproposal may be made;
  - b) Terminate the contract, demonstrating that, under any circumstances, does it enter to contracts for the coverage of risks related to facts that were omitted or inaccurately declared.
2. The effect of the contract shall terminate 30 days after the termination declaration is sent, or 20 days after reception, by the Policyholder, of the amendment proposal, if he/ she does not respond or rejects it.
3. In the case referred to in the previous paragraph, the premium shall be returned *pro rata temporis*, taking the coverage issued into account.
4. If, before the termination or amendment of the contract, a loss occurs, whose occurrence or consequences were influenced by omissions or negligent inaccuracy:
  - a) Zurich covers the loss proportionally to the difference between the premium paid, and the premium which would be owed if, at the moment of the signing of the contract, it had known of the omitted or inaccurately declared fact(s);
  - b) Zurich, demonstrating that, under any circumstances would it have entered the contract had it known of the omitted or inaccurately declared fact(s), does not cover the loss and shall only be liable for returning the premium.

## 10th Clause Aggravation of risk

1. During the performance of the contract, the Policyholder or the Insured has the duty of, within 14 days of the fact coming to his/ her knowledge, informing Zurich of all the circumstances likely to aggravate the risk, provided that, if they were known to Zurich when the contract was signed, it might have influenced its decision to enter the contract or its conditions.
2. Within 30 days as of the moment it takes knowledge of the aggravation of risk, Zurich may:
  - a) Present the Policyholder with a proposal of contract amendment, which he/ she should accept or refuse within the same timeframe, at the end of which such amendment proposal shall be deemed accepted;
  - b) Dissolve the contract, demonstrating that, under no circumstances, does it enter into contracts which cover risks with the characteristics resulting from that risk aggravation.
3. Contract dissolution on Zurich's part shall be effective 8 business days as of the date of communication, which may be made by any written form.

## 11th Clause Loss and aggravation of risk

1. Before contract termination or amendment under the terms set out in the previous clause, in the event of loss, whose occurrence or consequence was influenced by the aggravation of risk, Zurich may:
  - a) Cover the risk, abiding by the agreement, if the aggravation has been correctly communicated, in due time, before the loss or before the timeframe set out in paragraph 1 of the previous clause;
  - b) Partially cover the risk, reducing its coverage in the proportion between the premium effectively charged, and that which would be owed under the real risk circumstances, if the aggravation was not communicated correctly, in due time, before the occurrence of loss;
  - c) Refuse the coverage if there has been intentional behaviour on the Policyholder's or the Insured's part, to obtain an advantage by maintaining the right to the premiums due.
2. In the situation set out in a) and b) of the previous paragraph, being the aggravation of risk the result of a fact known to the Policyholder or the Insured, Zurich is not obliged to make the payment if it demonstrates that, under no circumstances, does it enter into contracts which cover risks with the characteristics resulting from that aggravation of risk.

## Chapter V Payment and alteration of premiums

### 12th Clause Due date of premiums

1. Unless otherwise agreed, the initial premium, or the first fraction thereof, is due on the date of signing of the contract.
2. The subsequent fractions of the initial premium, the premium of subsequent annuities and the successive fractions thereof are due on the dates set out in the contract.
3. The part of the premium of a variable amount for the purpose of adjusting the value and, where applicable, the part of the premium corresponding to amendments to the contract, are due on the dates indicated in the notices in question.

### 13th Clause Coverage

The coverage of risks depends on the previous payment of the premium.

### 14th Clause Notice of premium payment

1. While the contract is in force, Zurich shall notify the Policyholder, in writing, of the amount due, as well as of the means and place of payment, at least 30 days in advance of the date in which the premium, or fractions of it, falls due.
2. The notice must contain a legible indication of the consequences of lack of payment of the premium, or its fraction.
3. In insurance contracts in which payment of the premium in fractions on equal to, or less than a three-month period is agreed upon, and whose contractual documentation indicates the due dates of the successive fractions of the premium, the amounts payable, and the consequences of not paying them, Zurich may choose not to send the notice mentioned in n° 1, in which case it is liable for the proof of issue, acceptance and remittance of the contractual documentation mentioned in this number, to the Policyholder.

### **15th Clause**

#### **Lack of payment of premiums**

1. The lack of payment of the initial premium, or fraction of it, on due date, determines the automatic dissolution of the contract as of the date of signing of the contract.
2. The lack of payment of premium of subsequent annuities, or of the first fraction of it, on due date, shall prevent the prorogation of the contract.
3. The lack of payment determines the automatic dissolution of the contract on due date of:
  - a) A fraction of premium during an annuity;
  - b) An additional premium resulting from an amendment to the contract, based on supervening risk aggravation.
4. Non-payment, on due date, of an additional premium which results from a contractual amendment shall render the amendment ineffective. Inforce shall remain the contract with the scope and conditions in effect before the intended amendment, unless the subsistence of the contract proves impossible, in which case it shall be considered dissolved on the due date of the unpaid premium.

### **16th Clause**

#### **Alteration of premium**

If there is no risk alteration, any alteration to the premium applicable to the contract, may only be made in the following annual premium.

## **Chapter VI**

### **Beginning of effect, duration and vicissitudes of the contract**

#### **17th Clause**

##### **Beginning of coverage and effect**

1. The day and time of coverage of risks are indicated in the contract, abiding by clause 13.
2. The previous paragraph is equally applicable to the beginning of effect of the contract, a case entirely different from the beginning of coverage of risks.

#### **18th Clause**

##### **Duration**

1. **The contract indicates its duration, which can be set for a certain period of time (temporary insurance), or for a year, extendable to new periods of a year.**
2. **The effect of the contract ceases at 24:00 of the last day of its validity.**
3. **The prorogation set out in paragraph 1 does not apply if either of the parties renounces the contract at least 30 days in advance of the date of prorogation, or if the Policyholder does not proceed with the payment of the premium.**

#### **19th Clause**

##### **Termination of the contract**

1. **The contract may be terminated by either of the parties, at all times, by registered mail, if there is just cause.**
2. **Zurich may invoke the occurrence of a succession of claims during the annuity as a relevant cause for the purposes set out in the previous number.**
3. **The amount of premium to be returned to the Policyholder, in the event of early termination, shall be calculated proportionally to the time period that would unfold as of the date of early termination to that of the contract's end date, unless another form of calculation is agreed upon by the parties, based on sound reasoning, such as the guarantee of a technical separation between annual insurance tariffs, and that of temporary insurances policies.**
4. **The termination of contract shall occur at 24:00 of the day on which it comes into effect.**
5. **Whenever the Policyholder is not the same person as the Insured, Zurich shall inform the Insured of the contract termination, as soon as possible, at the most until 20 days after the non-renewal or termination.**
6. **Termination of the contract, by Zurich, becomes effective 8 business days as of the date of communication, which can be done by any written means.**

#### **20th Clause**

##### **Transfer of ownership of the insured goods or of the insured interest**

1. Unless otherwise agreed, in the event of transfer of ownership of the insured goods, or of the insured interest therein, Zurich's obligation to the new owner or interested party shall depend on notification by the Policyholder, the Insured or their legal representatives, without prejudice to the law on aggravation of the risk.

2. If the transfer of ownership of the insured good or of the interest occurs due to the Insured's death, Zurich's liability for the heirs remains, as long as the corresponding premiums are paid.

3. Unless stipulated otherwise, in the event of the Policyholder's or the Insured's insolvency, Zurich's liability for the bankrupt assets shall remain, presuming that the declaration of insolvency accounts for the aggravation of risk.

## Chapter VII Main cover provided by Zurich and automatic update of sums

### 21st Clause Sum insured

1. The determination of the sum insured at the beginning of effect of the contract, is always of the responsibility of the Policyholder, who should take account of the following dispositions concerning the insured goods.

**2. The amount of sum insured for buildings must correspond to the market value of its reconstruction, bearing in mind the type of construction or other factors which may influence that cost, or the cadastral value in the case of buildings for expropriation or demolition.**

**3. Except for the value of the land, all elements constituting or incorporated by the owner or holder of the insured interest, including the proportional value of the common areas, shall be taken into consideration for determining the sum insured referred to in the preceding paragraph.**

**4. Unless agreed otherwise, if the insured property is for housing, its value or the insured proportion thereof shall be automatically updated in accordance with the rates published for the purpose by the Autoridade de Supervisão e Fundo de Pensões, pursuant to the terms of the Special Condition "Indexed Update of Capital".**

5. The value of the sum insured for furniture or contents, covered by the contract, shall correspond to the cost of replacement of such goods to their value if bought new.

**6. For assets designated as "valuable objects", the insurance capital shall correspond to the acquisition cost of the same or similar assets, less the depreciation inherent to their use and conservation status, without taking into account any affective or estimative value.**

**When not declared its existence the maximum liability of Zurich is limited to € 1,500.00 (one thousand five hundred euros).**

**If their existence is declared, but not identified and valued individually, are also considered in the definition of Content, Valuables whose total value does not exceed 20% (twenty percent) of the total value of the content to be insured and the unit value is not higher To € 1,500.**

**Apart from individual objects, those objects that constitute a collection or set, such as a collection of coins, gold bars or silver cutlery, are considered as a single object.**

**Valuable Objects values of more than 20% of the total value of the safe content or whose unit value exceeds € 1,500 are only safe when declared and accepted by Zurich.**

**In the event of loss or damage to any which is part of a collection, Zurich shall only indemnify the value of the destroyed or damaged item and shall not be liable for the loss or damage that its failure or damage may cause in the respective Collection.**

**7. For solar and photovoltaic machines and panels, the sum insured of these assets shall correspond to their value, ie to the new value deducted from the depreciation for the use. Any compensation will be paid at the market value at the date of the claim.**

8. Unless agreed otherwise, the sum insured for the "contents" is automatically updated, in accordance with the indexes published by the Autoridade de Supervisão e Fundo de Pensões, for this purpose, under the terms of the Special Condition "Indexed update of capital", or "Agreed update of capital".

### 22nd Clause Insufficient or excessive capital

**1. Unless stipulated otherwise, if the sum insured by this contract is lower than that determined in paragraphs 2 to 7 of the preceding clause, on the date of the loss, Zurich shall only be liable for the damage in proportion thereto and the Policyholder or Insured shall be liable for the remaining losses as if he/ she was the Insurer.**

2. At the time of prorogation of the contract, Zurich shall inform the Policyholder of the provisions of the preceding paragraph and of paragraph 4 of the previous clause, as well as it will inform of the value of the insured property to be considered for the purpose of indemnity in the event of total loss, and of the criteria used for updating it, under penalty of non-application of the proportional reduction set out in the preceding paragraph, to the extent of breach.

**3. Unless agreed differently, if the sum insured by this contract is, at the time of loss, higher than determined under the terms of paragraphs 2 to 7 of the previous clause, the indemnity to be paid by Zurich shall not exceed the reconstruction cost, or the cadastral value set out in the same paragraphs.**

4. In the case set out in the previous paragraph, the Policyholder or Insured may always request the reduction of the contract, which, if there is good faith from both parties, determines the return of the excess premiums which may have been paid during the two years preceding the request for reduction, deducted from the acquisition costs proportionally calculated.

5. If a number of items are insured for amounts and sums indicated separately, the policy shall state if the previous paragraph shall apply to each of them as if they were separate insurance policies,

### **23rd Clause Plurality of insurances**

1. If the same risk for the same interest and for the same period is insured by several Insurers, the Policyholder or Insured shall inform Zurich of this circumstance as soon as he /she becomes aware of the fact, and when submitting a claim.
2. Fraudulent omission of the information mentioned in the previous paragraph exonerates Zurich from coverage.
3. Losses within the scope of the contracts mentioned in paragraph 1 are indemnified by any of the Insurers, at the Insured's choice, within the limits of their obligation.

## **Chapter VIII Obligations and rights of the parties**

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

**1. In the event of loss covered by this contract, the Policyholder or the Insured undertakes to:**

**a) Communicate such fact to Zurich, in writing, in the shortest period of time possible, never over 8 (eight) days as of the day of the occurrence, or the day he/she is aware of the fact, explaining the circumstances, eventual causes and consequences;**

**b) Take the measures at his/ her power to prevent or limit the consequences of the loss, which includes, in reasonable terms, the non-removal or change, or no consent to the removal or change of any residuals of the loss, without Zurich's prior agreement, or safeguarding and keeping the salvage;**

**c) Provide Zurich with the information that it requests concerning the loss and its consequences;**

**d) Not hinder Zurich's right to subrogation of the Insured's rights against the third party responsible for the loss, arising from its coverage of the loss;**

**e) Comply with the safety rules imposed by law, legal regulations or clauses of this contract.**

**2. The Policyholder or the Insured also undertakes to:**

**a) Not voluntarily aggravate the consequences of the loss, or intentionally complicate the safeguarding of the insured goods;**

**b) Not subtract, withhold, conceal or alienate the salvage;**

**c) Not impede, complicate or refuse to collaborate with Zurich in ascertaining the cause of loss, or preserving, improving or selling the salvage;**

**d) Not exacerbate, in bad-faith, the amount of the damage or falsely indicate goods affected by the loss;**

**e) Not use fraud, simulation, falsity or any other intentional means, as well as false documents to justify the claim;**

**f) Give Zurich prompt knowledge of any judicial summonses or notifications they may receive, as well as any other measures taken against them as a result of the loss;**

**g) Take all steps at his/ her power to identify anyone responsible for the occurrence at issue, and communicate the result to Zurich;**

**h) Provide Zurich with the requested proofs, as well as reports or other documents in his/ her possession, or which may be obtained;**

**i) Not guarantee the claimed indemnity extra-judicially or advance money on the account or on behalf of, or on Zurich's liability, without its clear authorization;**

**j) Not occasion, even if by omission or negligence, a verdict in favour of a third party or, without informing Zurich immediately, any judicial proceedings brought against them by reason of the loss covered by the policy;**

**k) Inform Zurich, as soon as possible, in the event of recovery of all or part of the stolen or robbed objects, if it occurs;**

**l) If there is a theft or robbery and if the Insured wishes to benefit from the rights granted under the insurance contract, he/she should file a complaint to the competent authorities, as soon as possible, and provide Zurich with a probative document and take all possible steps to discover the stolen objects and perpetrators of the crime.**

**3. Failure to comply with the dispositions from a) to c) of paragraph 1 shall result, except as set out in the following points, in:**

**a) A reduction in Zurich's payment to the extent of the damage that such breach caused it;**

**b) A loss of coverage if the breach is intentional, and it originated significant damage to Zurich.**

**4. In the case of non-compliance with the provisions in a) and c) of paragraph 1, the sanction set out in the previous paragraph shall not apply if Zurich becomes aware of the loss by some other means, during the 8 (eight) days provided for in c) or the person obliged to communicate proves that he/she could not reasonably have made the communication before the time he/she did so.**

**5. Breach of the provisions of the remaining points in dispositions of paragraphs 1 and 2 shall result in liability for loss and injury for the violator.**

## **25th Clause**

### **Zurich's obligation to reimburse costs of prevention and mitigation of the loss**

1. Zurich shall pay the Policyholder or Insured the costs incurred in fulfilling the duty set out in 1(b) of the preceding clause, provided that they are reasonable and proportionate, even if the means used proved ineffective.
2. The costs indicated in the preceding paragraph shall be paid by Zurich in advance of the date of payment of the claim, if the Policyholder or Insured requests reimbursement, the circumstances do not prevent it and the loss is covered by the insurance.
3. The amount owed by Zurich under the terms of paragraph 1, shall be subtracted from the available sum insured, unless it corresponds to expenses paid in compliance with concrete determinations by Zurich or its independent cover is provided for in the contract.
4. In the event of underinsurance of the insured interest at the time of loss, the payment to be made by Zurich under the terms of paragraph 1 shall be reduced in proportion to the interest covered and the interests at risk, unless the expenses payable are the result of concrete determinations by Zurich or their independent cover is provided for in the contract.

## **26th Clause**

### **Inspection of the risk location**

1. Zurich may send an authorized, accredited representative to inspect the insured property and check whether the contractual conditions are being met by the Policyholder or Insured, who undertakes to provide any information requested.
2. Unjustified refusal by the Policyholder or the Insured or their representatives to allow the use of the mentioned right shall entitle Zurich to terminate the contract on the grounds of just cause, pursuant to the 19th Clause.

## **27th Clause**

### **Zurich's obligations**

1. The checks and expert reports necessary for the recognition of the loss and damage assessment shall be carried out, promptly and diligently, by Zurich, under the penalty of being liable for losses and damages.
2. Zurich shall pay the indemnity, or authorize the repair or reconstruction, as soon as the checks and expert reports necessary for the recognition of the loss, and determination of the amount of the damage, are completed, without prejudice to on account payments, whenever they are deemed necessary.
3. 30 days after the conclusions provided for in the previous paragraph, if no indemnity has been paid, or no repair or reconstruction has been authorized, for unjustified reasons or for reasons for which Zurich is liable, interest shall be owed at the current legal rate on the amount of indemnity, or the average market price for repair or reconstruction.

## **Chapter IX**

### **Processing of indemnity, repair or reconstruction**

## **28th Clause**

### **Determination of the amount of indemnity, repair or reconstruction**

1. In the event of loss, the assessment of the value of the insured goods, as well as of the damages, is carried out between the Insured and Zurich, even if the contract's effect is in favour of the third party. For such purpose, the only criteria observed are those set out in the 21st Clause, for determination of the sum insured.
2. Unless agreed otherwise, Zurich shall not compensate the aggravation that may result in the cost of repair or reconstruction of the insured buildings as consequence of alignment alterations, or changes to be made to their construction characteristics.
3. In the event of a loss that affects "valuable objects", specifically, collections, the indemnity resulting from the loss or damage suffered by an object that is part of any collection or literary work, shall be calculated based on the value of such object considered individually, excluding the depreciation that its lack or deterioration may represent to the collection or literary work.
4. If, at the date of loss, there is insufficiency or excess of insured sum, the dispositions of Clause 22 shall apply.
5. The goods insured under the regime of first-risk sum are not included in the dispositions of Clause 21.

## **29th Clause**

### **Means of payment of indemnity**

1. Zurich shall pay the indemnity in cash, whenever the replacement, repair or reconstruction of the destroyed or damaged insured goods is not possible, does not entirely repair the damages, or is excessively burdensome to the debtor.
2. If no indemnity in cash is fixed, the Insured shall, under penalty of being held liable for loss and damage, give Zurich, or a person indicated by it, reasonable collaboration with a view to prompt reconstitution of the situation prior to the loss.



### **30th Clause**

#### **Payment of indemnity to creditors**

1. When the indemnity is paid to creditors in mortgage, secured loans or others, in favour of whom the contract was entered, Zurich may demand, if it deems fit, even if the contract was entered into by them and for their benefit, that the payment be made in terms that allow the dissolution or exoneration of debt in the part that refers to the amount indemnified.
2. The faculty mentioned in the previous paragraph does not constitute an obligation for Zurich, nor shall it entail any liability for it.

### **31st Clause**

#### **Automatic reduction of the sum insured**

Unless agreed otherwise, after the occurrence of a loss, and until the end of the contract, the sum insured is automatically deducted from the amount corresponding to the paid indemnity, with no right to any return of the premium.

## **Chapter X**

### **Diverse provisions**

### **32nd Clause**

#### **Intervention of insurance agent**

1. No insurance agent shall presume itself authorized to, on behalf of Zurich, enter into, or extinguish insurance contracts, undertake or modify the obligations arising from them, or validate additional declarations, except for the following provisions:
2. The insurance agents to whom Zurich has given the necessary powers, in writing, may enter into insurance contracts, undertake or modify the obligations arising from them, or validate additional declarations, on behalf of Zurich.
3. Notwithstanding the absence of specific powers for the purpose, on the part of the insurance agent, the insurance shall be considered effective when there are, objectively evaluated, plausible reasons to do so, considering the circumstances of the case, which justify the trust, in good-faith, of the Policyholder in the legitimacy of the agent, as long as Zurich has equally contributed to establish the Policyholder's trust.

### **33rd Clause**

#### **Communications and notifications between the parties**

1. **The Policyholder's or the Insured's communications and notifications set out in this policy, are considered valid and effective when they are made to Zurich Insurance plc headquarters, or to its Branches.**
2. **Equally valid and effective are the communications or notifications made, under the terms of the previous paragraph, to Zurich's representative's address, when not based in Portugal, concerning losses encompassed by this policy.**
3. **The communications set out in this contract, shall be in the writing, or provided by any other means, of which there is a written registration.**
4. **Zurich is only liable for sending the communications set out in this contract, if the recipient is duly identified in the contract. They are considered effectively made if sent to the address which is in the policy.**

### **34th Clause**

#### **Insurance of goods in usufruct**

1. Unless otherwise expressly stipulated in the policy, insurance of goods held in usufruct shall be considered as of common benefit of the Owner and the Usufructuary, even if contracted separately by either of them.
2. In the event of a loss, the indemnity shall be paid against the presentation of a receipt signed by both.

### **35th Clause**

#### **Coinsurance**

If the contract is established in the regime of coinsurance, it is subject, for the purpose, to the provisions in the Uniform Coinsurance Clause.

### **36th Clause**

#### **Effectiveness in relation to third parties**

The exceptions, nullities and other provisions that, pursuant to this contract or the law, are opposable to the Policyholder or the Insured shall also be so in relation to third parties who have a right to benefit from this contract.

### **37th Clause**

#### **Right of regress**

1. After paying indemnity under the civil liability risk, Zurich has the right of regress in respect of the amount disbursed against any Policyholder or Insured that intentionally caused the damage or in any other way intentionally infringed Zurich's rights after the loss.
2. Without prejudice to special legislation, if there was no intent of the Policyholder or Insured, the obligation of regress only exists if the loss was caused or exacerbated by the fact that is invoked to exercise the right of redress.

### **38th Clause**

#### **Subrogation**

1. After the indemnity has been paid, Zurich shall be subrogated for the amount paid in the rights of the Insured against any third party responsible for the loss.
2. The Policyholder or Insured shall be accountable, up to the limit of the indemnity paid by Zurich, for any act or omission that prejudices the rights set out in the preceding paragraph.
3. Partial subrogation shall not prejudice the right of the Insured in respect of the part of the risk covered when it is used along with that of Zurich against the third party responsible.
4. The provision in paragraph 1 shall not apply:
  - a) Against the Insured if he/she is accountable for the third party responsible, under the law;
  - b) Against the spouse, person living in a common law union, ascendants and descendants of the Insured, living under the same roof, unless the responsibility of these third parties is intentional or is covered by an insurance contract.

### **39th Clause**

#### **Applicable law**

Unless agreed otherwise, the law applicable to this contract is the Portuguese law.

### **40th Clause**

#### **Means of filing complaints or arbitration**

1. Complaints under this contract may be filed to the services of Zurich Insurance plc - Branch in Portugal or to its head office in Ireland (Dublin) identified in the contract, as well as to the ASF- Insurance and Pension Funds Supervision Authority ([www.asf.com.pt](http://www.asf.com.pt)).
2. In disputes arising under this agreement, involved parts may recur to arbitration, to be effected under the terms of the Law.
3. The Centre for Alternative Dispute Resolution (RAL) specializing in the Insurance sector is CIMPAS - Information Centre, Mediation and Insurance Provider (available at [www.cimpas.pt](http://www.cimpas.pt)).
4. The acceptance from Zurich Insurance plc - Branch in Portugal, to discuss any dispute under this ERAL, (Alternative Dispute Resolution Body) will be made on a case-by-case basis and depending on the matters involved in each specific litigation, and Zurich Insurance, plc is therefore not bound to resolve any Litigation, through arbitration or any other alternative litigation mechanism, under the terms of law.

### **41st Clause**

#### **Omissions**

Any omission in this contract shall be dealt with resource to applicable legislation.

### **42nd Clause**

#### **Courts**

The competent courts for settling litigation arising from this contract are those established in the civil law.

**43rd Clause**  
**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.

## Special Conditions

- 01 Terrorism
- 02 Machinery breakdown
- 003 Vehicles parked in garage
- 004 Third party liability caused by animals
- 005 Public liability (tourist renting)
- 06 Solar Panels
- 07 Photovoltaic panels
- 08 Earthquake

### 001. Terrorism

1. Under the provisions of this Special Condition, when expressly contracted and up to the limit set out in the Particular Conditions, it is established that this contract covers the losses and damages directly caused to the insured goods as consequence of:

- a) Terrorism, i.e., any crimes, acts, facts or omissions as such considered under the terms of criminal legislation in force;
- b) Acts practiced by any legally established authority, in the sequence of the occurrences mentioned in a), for the safeguard or protection of people and goods.

2. In case of doubt, whenever Zurich so requests, it is the Insured's responsibility to make proof that no part of the occurred losses or damages was due to other odd reasons, prior to this insured risk.

3. It remains clearly stated, and agreed between the parties, that Zurich may cancel this coverage:

- a) At any time, on legal or regulatory basis;
- b) At any time, 30 days in advance, if, due to the impossibility of reinsurance, Zurich is not able to continue its subscription;
- c) At all times, with thirty days notice, change the respective premium;
- d) If the Policyholder or the Insured does not agree in writing to the change of the premium, this coverage will be considered as ineffective, without the need for a new notice, after that period has elapsed;

Sole Paragraph: In this case, the Policyholder or Insured shall be entitled to receive the premium reimbursement calculated in proportion to the period of time that would elapse until their expiration.

#### 01.1 Terrorism - Exclusions

Apart from the exclusions mentioned in the General Conditions of this policy, also excluded from this coverage are the losses, damages, costs or expenses resulting from:

- a) Nuclear energy risks, as well as any other damages, losses, costs or expenses of any type which, directly or indirectly, were caused or originated by reaction, radiation or nuclear contamination, whether they are a result or consequence or with them related, regardless of any other causes that contribute, additionally or otherwise, to the said damages, losses, costs or expenses;
- b) Research and development of biological or chemical weapons, as well as crimes that imply the use of such weapons, and any form of contamination produced by them;
- c) Suspensions of possession of the insured goods with a permanent or temporary nature, resulting from confiscation, requisition or custody due to any legal or usurped imposition;
- d) Theft, with or without burglary, directly or indirectly related to the risks covered by this clause;
- e) Total or partial interruption of work or cessation of any labour proceedings in course, delays or market losses and/ or any other similar indirect losses, or consequences.

#### 01.2 Terrorism - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 002. Machinery breakdown

### 1. Scope of coverage

Under the terms of this clause, Zurich guarantees, up to the limit set out, indemnity for material losses caused by machinery breakdown, and installation inherent to the operating of a home, such as, lifts, service lifts, heating, ventilation and air-conditioning, emergency generators, condensers and other machines or equipment identified in the Particular Conditions.

For purposes of this guarantee, "breakdown" is the sudden and unpredictable loss or damage, which stops the insured machines or installation from operating normally, needing to be repaired or replaced, and which occurs while they are in operation, stopped, being disassembled, reassembled, or transferred for purposes of cleaning, inspection, repair or installation in another position.

### 2. Covered risks

Having the limitations set out in the contract, this guarantee shall, however, be effective if the breakdown is caused by:

- a) Flaws of project, materials, manufacturing or assembling, which cannot be detected by external examination, and are known at the date of signing of this insurance contract;
- b) Flaws of handling, malpractice, negligence and incompetence;
- c) Fall, impact, collision or similar occurrences, obstruction or entry of strange bodies;
- d) Direct effects of electric current, namely, surge and overcurrent, including, surge and overcurrent produced by atmospheric electricity, short-circuits, electric arcs and other similar phenomena, even if any of them originate a fire, in which case, however, only the damages in the machine that originated the loss, itself, shall be considered covered;
- e) Vibrations, poor adjustments, or unfastening of pieces, abnormal cargo, molecular fatigue, action of centrifugal force, excessive speed, faulty lubrication, seizing, hydraulic shock, excessive heating, failure or defect of protection, measurement or regulation instruments;
- f) Rupture or burst of boilers and similar devices, turbines, compressors, spark engine cylinders, hydraulic cylinders, steering wheels and other parts that are subject to the action of centrifugal force, converters, switches or switching mechanisms immersed in oil;
- g) Any other occurrences except those strictly excluded.

**§ Single:** The guarantees are only applicable as of the moment in which the equipment is duly installed, at the risk location indicated in the Particular Conditions, and after the corresponding check tests have been held.

### 3. Insured's obligations

Under the penalty of being liable for losses and damages, the Policyholder/ Insured undertakes to:

- a) Maintain the insured machines and installations, as well as the safety instruments, in permanent good state of operation and conservation;
- b) Not use the insured machines or installations yonder their normal capacity;
- c) Comply and make others comply with the technical norms, legal regulations, specifications or recommendations from the manufacturers or assemblers;
- d) In case of loss, to interrupt the operation of any damaged good until its complete repair.

### 4. Insured sum

4.1. It remains established that the insured sum for the goods that are object of this Special Condition shall correspond to its replacement value, i.e., the cost of purchase, at the date of loss, of a new good with similar characteristics, functions and performance of the insured goods, including eventual costs of packaging, freight, assembly, customs duties, tax and charges.

4.2. Whenever there is an alteration, even if partial, of the value of the insured goods, during the term of this Special Condition, the Policyholder/ Insured shall immediately request Zurich the proper alteration of the insured sum, which will only be in force after Zurich's express agreement.

4.3. If, in the event of any loss, it comes to light that the insured sum is lower than that demanded in paragraph 1, the indemnity to be paid will be reduced in proportion to the difference between the insured sum, and that demanded in said paragraph 1.

### 5. Determination of damages

5.1. Indemnity for losses or damages covered by this Special Condition is determined based on the following:

- a) In case of any damage that can be repaired, for the cost of repairs necessary to put back the damaged good in the same state as it was before the occurrence of loss, including, the costs of assembling and disassembling, freight charges, customs, tax and charges, deducted from the stipulated deductible, and the value of salvage;
- b) In case of total damage, for the cost of replacement of the lost good, including, the costs of assembling and disassembling, freight charges, customs, tax and charges, deducted from the depreciation inherent to its age, use or state, and the amount of the stipulated deductible and salvage.

### 5.2. The indemnity shall, under no circumstance, exceed the amount of occurred damages.

5.3. When the cost of repair is equal to or higher than the value of the damaged good immediately before the occurrence of loss, payment shall be made according to the criterion set out in b) of paragraph 1.

5.4. The cost of temporary repairs shall only be of Zurich's responsibility if they are part of the final repairs and do not increase the final cost of said repairs.

5.5. The cost of any alterations, expansions or improvements to the damaged goods is not indemnified by this Special Condition.

## 02.1 Machinery breakdown - Exclusions

This Special Condition does not guarantee indemnity for the following losses or damages:

- a) Occurred in tubes and radiogenic elements, valves or amplifying diodes, and correctors for high voltage, as well as any lamps or light sources, in general;
- b) Occurred in tools, organs and accessories replaceable between them for a certain type of operation, and likewise, models, matrices, molds and conveyor belts, cables, transmission belts and similar;
- c) Occurred in products and fluids inherent to the operation of the insured goods;
- d) Caused by deterioration or wear as a natural consequence of use or operation, for which cases, the damages resulting from corrosion and incrustation shall be considered, in any case;
- e) Caused by the slow development of deformities, distortions, fissures, fractures, blisters, laminations, cracks, or correction of joints, or other faulty connections, unless these malfunctions result in breakdown covered by this policy;
- f) Losses or damages whose legal or contractual liability is attributable to the manufacturer, supplier, assembler or person in charge of maintenance of the insured goods;
- g) Owing to faults, malfunctions or flaws existent at the date of signing of this contract, known to the Policyholder/Insured;
- h) Directly or indirectly caused by the imposition of abnormal conditions, experiments or tests, which submit the insured goods to an effort superior to normal;
- i) Due to maintenance or to putting the insured goods back in operation, after the detection of any malfunction in its operation, without the reestablishment of its regular operation through the definite overhaul or repair;
- j) Due to the use of parts or accessories that are not approved and/ or recommended by the manufacturer;
- k) That is aesthetically defective, namely, with scratches in painted, polished, varnished or enamelled products;
- l) That is part of costs incurred in with the objective of eliminating operational flaws, unless said flaws have been caused by losses or damages to the insured goods, which are indemnifiable by this Special Condition;
- m) That are costs incurred in with the maintenance of the insured goods. This exclusion shall also apply to the parts replaceable during the mentioned maintenance operations.

## 02.2 Machinery breakdown – Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 003. Vehicles parked in garage

### Covered risks

1. Under the terms of this Special Condition, and up to the limit set out in the Particular Conditions, we guarantee the damages caused to insured vehicles identified in the Particular Conditions (brand and plate number), which belong to the Insured or to members of his/ her family unit, as consequence of "Fire, Lightning and Explosion", and "Theft or Robbery", when duly parked in the Insured's garage.
2. In the event of loss, the indemnity shall be based on the car's commercial value at the date of occurrence of loss, in the country of origin of the plate.
3. Concerning the risk of theft or robbery:
  - a) Zurich only guarantees Theft or Robbery of the vehicle considered as a whole;
  - b) In the event of theft or robbery that originates the vehicle's disappearance, Zurich is liable for the payment of due indemnity, after 60 (sixty) days as of the date of reporting of such occurrence to the proper authority, and if at the end of that period the car has not been found.

### 03.1 Vehicles parked in garage - Exclusions

This coverage does not guarantee the losses or damages due to:

- a) Loss, destruction or deterioration of any accessory part, device or instrument incorporated in the vehicle, caused by the risk of theft or robbery;
- b) Theft or robbery of any goods and/ or values which are inside the vehicle.

## 03.2 Vehicles parked in garage - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 004. Third party liability caused by animals

### 1. Covered risks

Under the terms of this Special Condition, and up to the limit of the legally demanded amount of € 50.000,00, per annuity, the indemnity that the Insured may be legally demanded to pay, for possession of a dangerous, and potentially dangerous animal, is guaranteed. Said animal shall be identified in the Particular Conditions.

In the scope of this coverage, Zurich's liability is limited to losses occurring in Portugal, during the year of the policy's validity, and claimed up to one year after the signing of the contract.

### 2. Right of regress

Once the indemnity is fulfilled, only Zurich has the right of regress against the Insured:

- a) For the compensations paid, resulting from intentional acts or omissions by the Insured, or by people who he/she is liable for, or by the animal's keeper;
- b) For the damages resulting from acts or omissions by the Insured, or by people who he/she is liable for, or by the animal's keeper, when practiced in a state of dementia, or under the influence of alcohol, narcotics or other drugs or toxic products.

### 04.1 Third party liability caused by animals - Exclusions

Apart from the general exclusions (6th Clause), except in what concerns e) and j) of the same clause, this policy does not guarantee claims for damages:

- a) Caused to the Insured's employees, workers or representatives, while at his/ her service, as long as such damages result from an accident encompassed by the legislation for work accidents;
- b) Caused to partners, managers, legal representatives or agents of the legal person, whose liability is guaranteed;
- c) Caused to anyone, whose liability is guaranteed by this contract, as well as to the Insured's spouse, or person living in common law union with him/ her, ascendants, descendants, or people living in their household, as well as to the animal's keeper or guard;
- d) Caused by the animals during their participation in shows, competitions, contests, exhibitions, publicity events and similar demonstrations;
- e) Caused by the animals during the practice of hunting which, under the terms of the law, must be the object of compulsory third party liability insurance;
- f) Due to liability for accidents occurred in vehicles which, under the terms of the law, must be the object of compulsory third party liability insurance;
- g) Resulting from legal costs, or any other expenses resulting from criminal procedure, such as, bails, penalties, fines, charges or other costs of similar nature;
- h) Caused by the inobservance of the legal provisions in force, which regulate the possession of pets;
- i) Caused by transportation of animals in vehicles which are not appropriate for the purpose, as well as those caused to the vehicles used for animal transportation;
- j) Caused to other animals of the same species;
- k) Resulting from the inobservance of hygienic, prophylactic and therapeutic measures recommended in case of infectious/ contagious, and parasitic diseases;
- l) Occurred as consequence of war, strikes, lock-outs, riots, public commotions, burglaries, sabotage, terrorism, acts of vandalism, civil or military insurrection, or decisions taken by the authorities, or authority usurping powers, thefts and air piracy.

### 04.2 Third party liability caused by animals - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 005. Public liability (tourist renting)

### Covered risks

Under the terms of this Special Condition, and up to the limit set out in the Particular Conditions, the indemnities legally demandable to the Insured, in the quality of owner, are guaranteed, based on extra-contractual public liability resulting from bodily injuries and/ or material damages caused to the tenant and people living with him/ her in shared economy, as consequence of losses occurred within the rented space, as long as the cause of injuries/ damages originate exclusively from the rented property, while the latter is in the regime of exploitation for tourist rental.



**§Single:** Property subject to exploitation for tourist rental must be duly inspected and built in accordance with the regime for urban buildings, particularly, in what concerns the legal provisions in matters related to gas, electricity, water and sewage installations.

For the purposes of this coverage, the relatives of the Insured or Policyholder or of the person who caused the loss, akin up to the second degree of collateral line, as well as partners or the property's employees, shall not be considered third parties.

Under this guarantee, Zurich's liability for a loss or set of losses occurring during each annuity, or duration period if the contract was signed for less than one year cannot exceed the maximum amount stipulated in the Particular Conditions.

## 05.1 Public liability (tourist renting) – Exclusions

Other than the General exclusions and the specific exclusions of the coverage public liability of the Insured and family unit, this policy does not cover, either:

- a) Damages resulting from infringement or breach of norms that regulate the building or activity which is object of this Special Condition;
- b) Public liability arising from the ownership of immovable property, or works not insured by the policy;
- c) Any damages as consequence of maintenance, modification or repair works done to the immovable property;
- d) The Insured's contractual liability, if it exceeds his/ her extra-contractual liability;
- e) Fines, fines, fees, sureties, taxes or other penalties of any nature, as well as the pecuniary consequences of criminal proceedings or litigation in bad faith;
- f) Bails of whichever nature, and the pecuniary consequences of criminal procedure, or bad-faith litigation, as well as the Insured's costs for appealing to Higher Courts, except if Zurich so deems necessary;
- g) Damages which must be the object of coverage through a compulsory public liability insurance policy; Regardless of whether or not they were subscribed.
- h) Damages resulting from the improper use of the apartment, namely, for a different purpose than that for which it is destined;
- i) Damages resulting from contagion and/ transmission of illnesses and/ diseases, namely, injuries with health consequences, caused by pool water, grass, lawns and gardens;
- J) Any indirect losses or damages, in particular, loss of profits, loss of use, loss of benefits, non-functioning or poor functioning of facilities and / or equipment;
- k) Damages caused by theft or theft of property, property or objects existing in the property, regardless of their ownership.

## 05.2 Public liability (tourist renting) – Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 006. Solar panels

### Covered risks

Under the terms of this coverage, when expressly contracted in the Particular Conditions and within the limitations set out in the contract, Zurich covers solar panels installed in the insured immovable property guaranteed by this policy, or, alternatively, installed in the contiguity, as long as the land is property of the Policyholder/ Insured or, in case it belongs to a third party, there is a written authorization for such effect.

Guaranteed by this coverage, up to the limit of the sum insured, are the damages suffered by the insured goods as long as consequence of facts set out in the coverages "Fire, Lightning and Explosion", "Storms", "Landslide", "Acts of Vandalism", "Strikes, riots and public commotion", "Theft or Robbery", and "Electrical Risks".

### 06.1 Solar panels - Exclusions

Applicable to this coverage are the specific exclusions of "Fire, Lightning and Explosion", "Storms", "Landslide", "Acts of Vandalism", "Strikes, riots and public commotion", "Theft or Robbery", and "Electrical Risks".

### 06.2 Solar panels - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 007. Photovoltaic panels

### Covered risks

Under the terms of this coverage, when expressly contracted in the Particular Conditions and within the limitations set out in the contract, Zurich covers photovoltaic panels installed in the insured immovable property guaranteed by this policy, or, alternatively, installed in the contiguity, as long as the land is property of the Policyholder/ Insured or, in case it belongs to a third party, there is a written authorization for such effect.

Guaranteed by this coverage, up to the limit of the sum insured, are the damages suffered by the insured goods as long as consequence of facts set out in the coverages "Fire, Lightning and Explosion", "Storms", "Landslide", "Acts of Vandalism", "Strikes, riots and public commotion", "Theft or Robbery", and "Electrical Risks".

### 07.1 Photovoltaic panels - Exclusions

Applicable to this coverage are the specific exclusions of "Fire, Lightning and Explosion", "Storms", "Landslide", "Acts of Vandalism", "Strikes, riots and public commotion", "Theft or Robbery", and "Electrical Risks".

### 07.2 Photovoltaic panels - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

## 008. Earthquake

### 1. Covered risks

Under the terms of this Special Condition, this contract covers damages caused to the insured goods (property and/ or contents) as consequence of the direct effect of earth tremors, earthquakes, volcanic eruptions, tsunamis, underground fire and also fire resulting from these phenomena.

The phenomena occurring within a timeframe of 72 hours after the confirmation of the first damages to the insured goods shall be considered as one and only loss.

### 08.1 Earthquake - Exclusions

Excluded from this coverage are:

- a) Damages already existent at the time of loss;
- b) Constructions of renown frailty (such as of wood or plastic), as well as those in which the so-called resistant materials are not predominant in, at least, 50%, and also all the objects that can be found in the interior of the above-mentioned constructions;
- c) Totally, or partially, unoccupied building and those meant for demolition;
- d) Losses or damages in insured goods if, at the moment of occurrence of loss, the building was already damaged, defective, rund own or moved from its foundations, in a way as to affect its global stability and safety;
- e) Losses or damages for which a third party, in their quality of supplier, assembler, builder or planner is contractually liable.

### 08.2 Earthquake - Deductible

In case of loss, the deductible declared in the Particular Conditions will always have to be deducted from the indemnity for which Zurich is responsible.

# Zurich Home Insurance

## Particular Conditions

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- 802 Agreed update of sums insured**
- 803 Additional records**
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- 805 Calculation of premium**
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- 807 Risk guarantees, per insured good, in base coverage and complementary coverages**
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- 812 Goods in the open air or on balconies, terraces, porches and lobbies**

### 801. Sums insured index

1. Without prejudice to the provisions in clause 21 of the General Conditions, it is expressly agreed that the sum insured by this contract, concerning the building identified in the Particular Conditions, is automatically updated at the end of each annuity, according to the variations of the index published quarterly by the Autoridade de Supervisão e Fundo de Pensões (Supervision Authority and Pension Fund), under the terms of paragraph 1 of article 135 of the Juridical Regime of the Insurance Contract, approved by Decree-Law n° 72/2008, dated 16<sup>th</sup> April.
2. In the Particular Conditions, the parties may agree on a term shorter than annual for the update set out in the previous paragraph.
3. The updated sum, which is on the premium receipt, corresponds to the multiplication of the sum stated in the Particular Conditions by the factor resulting from the division of the due date index by that of the base index.
4. The premium reflects the updated sum under the terms of the previous paragraph.
5. For the purposes of this Special Condition, the following is meant:
  - a) Base index, the index which corresponds to the date of beginning of the policy or subscription of this guarantee, without prejudice to paragraph 8 of this Special Condition;
  - b) Due date index, the index which corresponds to the date of beginning of each annuity, under the terms of paragraph 7.
6. The base index is indicated in the Particular Conditions of the contract, and the due date index indicated in the premium receipt.
7. The indexes mentioned in paragraph 5 are applied to each contract in harmony with the table set out in the Particular Conditions.
8. If, upon the Policyholder's request, there is an increase of sum insured, either due to re-assessment of goods, improvements or upgrading, or due to the inclusion of new goods, the base index indicated in the contract shall be replaced by the index corresponding to the quarter in which such amendment was made, in accordance with the table mentioned in the previous paragraph.
9. Unless stipulated otherwise, sums insured are only updated in harmony with the provisions in paragraphs 1 and 3, the value of the insured building or its insured proportion.
10. The stipulation in this clause does not exempt the Policyholder from proceeding with the convenient review of insured sums, either due to re-assessment of goods, improvements or upgrading, or due to the inclusion of new goods.
11. In case of loss, there shall be no place for the application of the proportional rule set out in paragraph 1 of clause 21 of the policy's General Conditions, if the insured sum is equal to or higher than 85% of the cost of reconstruction of the insured goods.
12. The Policyholder can renounce the indexation established in this Special Condition, as long as he/she communicates the fact to Zurich, at least 60 days in advance relatively to the policy's annual due date.

## Indexed update of sums

Beginning and due date of annual policy	IE (Index for Building) published by the Autoridade de Supervisão e Fundo de Pensões in
1st. Quarter of each year	October of the previous year
2nd. Quarter of each year	January of the same year
3rd. Quarter of each year	April of the same year
4th. Quarter of each year	July of the same year

### 802. Agreed update of sums insured

1. Without prejudice to the provisions in clause 21 of the General Conditions, it is expressly agreed that the sums insured by this policy, indicated in the Particular Conditions, are automatically updated at the end of each annuity, or another agreed timeframe, through the use of the percentage indicated in the Particular Conditions for that purpose.
2. The updated sum is indicated on the corresponding premium receipt, regarding the following annuity, or the non-annual contractual period agreed upon.
3. The stipulated in this clause does not exempt the Policyholder from proceeding with the convenient reviews of the insured sums, either due to re-assessment of the insured goods, improvements or upgrading, or due to the inclusion of new goods.
4. In case of loss, there shall be no place for use of the proportional rule set out in n° 1 of clause 21 of the General Conditions of the policy, if the sum insured is equal to or higher than 85% of the cost of reconstruction of the insured goods.
5. The Policyholder can renounce the update established in this Special Condition, as long as he/she communicates the fact to Zurich, at least 60 days in advance relatively to the policy's annual due date.

### 803. Additional records

By this Particular Condition, it is expressly agreed that this additional record was issued in accordance with the request filed at Zurich, and does not make this policy inconsistent or nullify it, and its previous records, which continue in force under all its terms and conditions, except in what is modified by this record, which shall start being an integral part of it.

The date of entry into force is the one mentioned as beginning of term of receipt and/ or the one mentioned in this record.

### 804. Creditor

Zurich does not proceed with the nullification of this policy, nor to any other alteration, with the exception of sum increase, nor to the payment of any indemnity for loss regarding the interests protected by this contract, without prior communication to the creditor(s) declared in the Particular Conditions.

### 805. Premium Calculation

The method of calculation of premium shall consider the following risk factors: the type of housing, the sum insured, the year and location of the construction, and level of prevention and safety.

**806. Table to serve as basis for calculating indemnity for permanent disability as a result of accident**

**A – TOTAL PERMANENT DISABILITY**

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

**B – PARTIAL PERMANENT DISABILITY**

**HEAD**

	%
- Complete loss of one eye or reduction to half of bi-ocular vision .....	25
- Total deafness .....	60
- Complete deafness in one ear.....	15
- Post-commotional syndrome of cranial trauma with no objective signs.....	5
- Generalized post-traumatic epilepsy, with one or two seizures a month, undergoing treatment .....	50
- Absolute anosmia .....	4
- Fracture of the bones of the nose or nasal septum with respiratory discomfort .....	3
- Total, unilateral nasal stenosis.....	4
- Unconsolidated fracture of the lower jaw .....	20
- Total or almost total loss of teeth:	
. with the possibility of prosthesis.....	10
. without the possibility de prosthesis.....	35
- Complete ablation of the lower jaw.....	70
- Loss of substance of the cranium involving the two tables with a maximum diameter:	
. of 2 cm.....	15
. of more than 2 and lower or equal to 4 cm .....	25
. of more than 4 cm.....	35

**806. Table to serve as basis for calculating indemnity for permanent disability as a result of accident (continuation)**

**UPPER LIMBS AND SHOULDERS**  
(R=Right/ L= Left)

	%	
	R	L
- Clavicle fracture with clear sequel .....	5	3
- Slightly accentuated stiffness of the shoulder .....	5	3
- Stiffness of the shoulder, projection forward and abduction notreaching 90.° .....	15	11
- Complete loss of movement in shoulder .....	30	25
- Amputation of arm in upper third or complete loss of use of arm .....	70	55
- Complete loss of use of a hand .....	60	50
- Unconsolidated fracture of an arm .....	40	30
- Pseudo-arthrosis of both bones in the forearm .....	25	20
- Complete loss of movement of the elbow .....	20	15
- Amputation of thumb:		
. losing the metacarpus .....	25	20
. keeping the metacarpus .....	20	15
- Amputation of index finger.....	15	10
- Amputation of middle finger.....	8	6
- Amputation of ring finger .....	8	6
- Amputation of little finger .....	8	6
- Complete loss of movement in wrist .....	12	9
- Pseudo-arthrosis of one bone of the forearm .....	10	9
- Fracture of the 1st metacarpus with sequelae causing functional incapacity .....	4	3
- Fracture of the 5th metacarpus with sequelae causing functional incapacity .....	2	1

**LOWER LIMBS**

	%
- Disarticulation of a lower limb by the coccyx-femoral joint or complete loss of use of a lower limb .....	60
- Amputation of the thigh at the mid third.....	50
- Complete loss of use of a leg below the knee joint.....	40
- Complete loss of a foot .....	40
- Unconsolidated fracture of the thigh .....	45
- Unconsolidated fracture of the leg.....	40
- Partial amputation of a foot including all toes and part of the foot.....	25
- Complete loss of movement of the hip.....	35
- Complete loss of movement of the knee .....	25
- Complete anchyloses of the ankle in a favourable position .....	12
- Moderate sequelae of a transversal fracture of the kneecap .....	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 and its metatarsus.....	10
- Complete loss of any toe except the big toe .....	3

**SPINE AND THORAX**

	%
- Fracture of the cervical spine with no medullar injury.....	10
- Fracture of the dorsal or lumbar spine:	
. compression with clear spinal rigidity and no neurological signs.....	10
- Cervical pain with clear spinal rigidity.....	5
- Lumbar pain with clear spinal rigidity.....	5
- Mild paraplegia, able to walk, spasmodic episodes dominating paralysis.....	20
- Radicular pain with radiation (mild form) .....	2
- Isolated fracture of the sternum with unimportant sequelae .....	3
- Single rib fracture with unimportant sequelae.....	1
- Multiple rib fractures with important sequelae.....	8
- Residue of a traumatic effusion with radiological signs.....	5

**ABDOMEN**

	%
- Ablation of the spleen with haematological sequelae without clinical manifestations.....	10
- Kidney extraction.....	20
- Abdominal scar from surgical procedure with inoperable eventration of 10 cm.....	15

## 807. Risk guarantees, per insured good, in base coverage and complementary coverages

Base coverages		Scope	
		Property	Contents
1	Fire, lightning and explosion	•	•
2	Windstorm	•	•
3	Flood	•	•
4	Landslide	•	•
5	Water damage	•	•
6	Failure search	•	
7	Aesthetic damages	•	
8	Damages to underground pipework	•	
9	Electrical risks – first risk sum	•	•
10	Refrigerated goods		•
11	Theft or robbery		•
12	Damages to the property by theft or robbery	•	
13	Money robbery		•
14	Robbery of the insured persons		•
15	Breakage of mirrors, glass and sanitary ware	•	•
16	Accidental fixed furniture breakage	•	•
17	Civil liability of the Insured and family unit	•	•
18	Extra-contractual civil liability – damages caused by insured goods	•	•
19	Debris removal	•	•
20	Sludge removal	•	•
21	Breakage or collapse of antennas	•	
22	Breakage or collapse of solar panels	•	
23	Reconstruction of walls, gates and fences	•	
24	Reconstruction of gardens	•	
25	Collision or Impact of vehicles and animals	•	•
26	Solid object collision or impact	•	•
27	Temporary loss of use of the rented or occupied insured property	•	•
28	Temporary move		•
29	Loss of rent	•	
30	Property utility services costs	•	
31	Damages to landlord's goods		•
32	Damages to employees' goods		•
33	Aircraft	•	•
34	Strikes, riots and public commotion	•	•
35	Vandalism, malicious acts or sabotage	•	•
36	Smoke	•	
37	Heat damages	•	•
38	Spill from acclimatization units	•	•
39	Authority measures and public relief services	•	
40	Documentation costs	•	•
41	Technical fees	•	•
42	Documentation reconstitution		•
43	Home automation equipment malfunction	•	
44	Personal accident	•	•
45	Rehabilitation of property due to Insured's accident	•	
46	Home assistance	•	•

Additional coverages		Scope			
		Property	Contents	Vehicle	Animal
001	Terrorism	•	•		
002	Machinery breakdown		•		
003	Vehicles parked in garage			•	
004	Third party liability caused by animals				•
005	Public liability (tourist renting)	•	•		
006	Solar panels	•			
007	Photovoltaic panels	•			
008	Earthquake	•	•		



## 808. Capitals, deductibles and limits of guarantee of base coverage and complementary coverages

### Sum insured

	Base coverage	Deductible *	Indemnity limit per loss and annuity
1	Fire, lightning and explosion	No deductible	Sum insured
2	Windstorm	Optional	Sum insured
3	Flood	Optional	Sum insured
4	Landslide	Optional	Sum insured
5	Water damage	Optional	Sum insured
6	Failure search	Optional	2.500 €
7	Aesthetic damages	No deductible	2.500 €
8	Damages to underground pipework	Optional	2.500 €
9	Electrical risks – first risk sum	100 €	5.000 €
10	Refrigerated goods	No deductible	375 €
11	Theft or robbery	Optional	Sum insured
12	Damages to the property by theft or robbery	Optional	Sum insured
13	Money robbery	No deductible	250 €
14	Robbery of the insured persons:	No deductible	
	Personal use objects		125 €
	Money robbery		125 €
	Personal use documents		250 €
	Medical costs		250 €
15	Breakage of mirrors, glass and sanitary ware	Optional	10.000 €
16	Accidental fixed furniture breakage	Optional	1.250 €
17	Civil liability of the Insured and family unit	Optional	50.000 €
18	Extra-contractual civil liability – damages caused by insured goods	Optional	50.000 €
19	Debris removal	No deductible	10% of sum insured
20	Sludge removal	Optional	Sum insured
21	Breakage or collapse of antennas	Optional	Replacement value
22	Breakage or collapse of solar panels	Optional	Replacement value
23	Reconstruction of walls, gates and fences	Optional	10.000 €
24	Reconstruction of gardens	Optional	10.000 €
25	Collision or impact of vehicles and animals	No deductible	Sum insured
26	Solid object collision or impact	No deductible	Sum insured
27	Temporary loss of use of the rented or occupied insured property	No deductible	2.500 €, maximum 180 days
28	Temporary move	No deductible	750 €
29	Loss of rent	No deductible	10.000 €, maximum 12 months
30	Property utility services costs	No deductible	450 €, maximum 90 days
31	Damages to landlord's goods	Optional	Replacement value
32	Damages to employees' goods	No deductible	500 €
33	Aircraft	No deductible	Sum insured
34	Strikes, riots and public commotion	Optional	Sum insured
35	Vandalism, malicious acts or sabotage	Optional	Sum insured
36	Smoke	Optional	Sum insured
37	Heat damages	No deductible	250 €
38	Spill from acclimatization units	Optional	Sum insured
39	Authority measures and public relief services	No deductible	Replacement value
40	Documentation costs	No deductible	750 €
41	Technical fees	No deductible	750 €
42	Reconstitution of documents	No deductible	750 €
43	Home automation equipment malfunction	No deductible	500 €
44	Personal accident	No deductible	
	Death or permanent disability		10.000 €
	Treatment costs		1.000 €
45	Rehabilitation of the insured property due to the Insured's accident	No deductible	15.000 €
46	Home assistance	No deductible	•

## 808. Capitals, deductibles and limits of guarantee for base coverage and complementary coverages

Complementary coverages		Deductible *	Indemnity limit per loss and annuity
001	Terrorism	Optional	Sum insured
002	Machinery breakdown	Optional	Sum insured
003	Vehicles parked in garage	Optional	Sum insured
004	Third party liability caused by animals	10%	50.000 € per insured animal
005	Public liability (tourist renting)	10%	Sum insured
006	Solar panels	5%	Sum insured
007	Photovoltaic panels	5%	Sum insured
008	Earthquake	5%	Sum insured

### \* Optional deductibles

The choice of a regime of deductibles applies it evenly to all the coverages identified in the Particular Condition 808, with optional deductibles.

The following regimes of absolute fixed deductibles are available: "Without deductibles", 100 €, 250 € and 500 €.

By default, the regime "Without deductibles" is applied.

## 809 Home assistance – Guarantees and indemnity limit

Assistance guarantees in case of loss		Indemnity limit
Sending of professionals		Unlimited
Hotel and transportation costs		600 €
Transportation of furniture		600 €
Laundry and restaurant costs		600 €
Home safeguarding		96h or 10 €/h, maximum 960 €/year
Safekeeping of pets (cats and dogs)		10 days
Misplaced or robbery of keys		Maximum 150 €/year
Early return	Transport	Unlimited
	Hotel	Maximum 150 €/year
Legal counselling in case of robbery		Unlimited
Replacement of video or TV, washing machine and dishwasher, fridge or heater		20 days or 400 €
Transmission of urgent messages		Unlimited

Guarantees in case of illness or accident occurring at the insured home		Indemnity limit
Costs with a nursing professional		120h
Remittance of medication home		Unlimited
Sending of doctor home	Medical appointment	Maximum 100 €
	Transport	Unlimited
Transportation to the nearest hospital of the insured property		Unlimited
Informational service and booking of appointments and tests		Unlimited
Domestic help upon return from hospital		30 days, maximum 450 €/year
Domestic help		30 days, maximum 450 €/year
Interruption of travel due to the Insured Person's hospitalization or death		Unlimited
Return to the place of origin to recover vehicle or continue the travel		Unlimited
Costs with childcare		10 days, maximum 100 €
Search of medication		Unlimited

Guarantee of orientation of symptoms and doubts by telephone		Indemnity limit
Orientation of symptoms and doubts by telephone		Unlimited
Transport		Unlimited

## 809 Home Assistance – Guarantees and Indemnity limit (continuation)

Guarantee of Assistance to people		Indemnity limit
Transport or sanitary repatriation of injured or sick people		Unlimited
Accompaniment during transport or sanitary repatriation		Unlimited
Accompaniment of hospitalized Insured Person		60 €/day, maximum 600 €
Return ticket, and stay, for a family member	Transport	Unlimited
	Stay	60 €/day, maximum 600 €
Extension of hotel stay		60 €/day, maximum 600 €
Transport or repatriation of Insured Persons		Unlimited
Medical, surgical, pharmaceutical and hospital-related expenses abroad		3.000 €/ Person or Travel, maximum 15.000 € per loss
Transport or repatriation of deceased and of the and accompanying Insured Persons	Transport	Unlimited
	Stay	60 €/day, maximum 600 €
Early return		Unlimited
Theft of luggage abroad		Unlimited
Advancement of funds abroad		2.000 €
Return of luggage from abroad		Unlimited
Location and dispatching of urgent medication		Unlimited
Mislaid luggage on regular flights		100 €
Transmission of messages		Unlimited

### Guarantee of sending of professionals / Informational services

### Indemnity limit

Sending of professionals and access to other services

Unlimited

## 810 Vacancy

It is expressly agreed and accepted that in accordance with the declarations inserted in the insurance proposal, the insured house is vacant for a period exceeding 60 (sixty) consecutive days, with the exclusions provided for in paragraph 2 of coverage 2.11 theft or theft.

## 811 Non-deduction of Electric Risks by Use of Agreed Network

1. It is expressly agreed and accepted that whenever the Insured uses the agreed network of providers for the examination and / or repair of insured mobile equipment as consequence for damage following an electric risk covered by the policy under item 2.9 of Clause 4 ., Zurich will indemnify with no discount regarding the deductible contractually established in the Special Conditions.

2. It is stated that the regime provided for in the preceding paragraph only applies where there is a network of contracted providers Zurich and if the mobile equipment is effectively repaired at the provider.

## 812 Goods in the open air or on balconies, terraces, porches and lobbies

It is expressly agreed and accepted that this property is guaranteed by goods that are outdoors, balconies, terraces, porches and vestibules, not closed, or buildings or fractions that cannot be closed or whose access cannot be locked or closed, as stated in the insurance proposal.

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