

# Zurich Car Insurance

---

## Pre-Contractual Conditions

Zurich Insurance plc - Branch in Portugal, an entity legally authorized to carry out the insurance business, with permanent representation in Portugal, at Rua Barata Salgueiro, nº 41, 1269-058 Lisboa, markets the Zurich Motor Insurance Solution, whose characteristics are presented in the following Pre-contractual Conditions.

### Chapter I Mandatory policy

#### Clause 1 Contract purpose

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

#### Clause 2 Territorial scope and duration

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

### Chapter II

#### Compulsory third party liability insurance (part II)

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

**Clause 3**  
**Special risks of Compulsory third party liability insurance**

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

**a) Driving accompanied by instructor**

When in the capacity of the Policyholder and/or Insured, and when using the insured vehicle, accompanies the learner driver whilst he is learning to drive category B vehicles, in accordance with the stipulations of the Highway Code and the Legal Scheme regarding Driving Instruction provided that it meets all the legal / contractual requirements

**b) Compulsory garage owner's third party liability insurance**

Under this Special Condition, this policy covers the obligation to insure garage owner's third party liability, as well as that of any people or entities who usually carry out the manufacture, assembly or transformation, purchase and/or sale, repair, breakdown or monitoring of the smooth operation of vehicles by dint of their duties when they use said vehicles in the context of their professional activity.

In the event of Insurance policies carried out by people in the pay of companies that buy and sell cars provided that this has been specifically requested, the insurance also takes effect when vehicles are driven by the presumed buyer, properly licensed provided that the person who holds the driving licence indicated in the policy is at his side and provided that said vehicles are under a sale regime.

**Parte III**  
**Optional coverages**

**Clause 4**  
**Optional coverages**

**1.** 1. By means of an express agreement and the payment of the respective premium, the scope of the present solution - Zurich Auto - may be extended, in accordance with the corresponding Special Conditions, to the following risks::

**a) Additional covers of the Garage owner's insurance**

Guarantees the extension of the optional covers specifically subscribed to under the present contract to Garage owners, as well as of any people or entities that usually carry out the manufacture, assembly or transformation, purchase and/or sale, repair, breakdown or monitoring of the smooth operation of vehicles by dint of their duties when they use said vehicles in the context of their activity.

In the event of Insurance policies carried out by people in the pay of companies that buy and sell cars provided that this has been specifically requested, the insurance also takes effect when vehicles are driven by the presumed buyer, properly licensed provided that the person who holds the driving licence indicated in the policy is at his side and provided that said vehicles are under a sale regime.

**b) Optional third party liability insurance**

Ensures the complementary cover of third party liability in addition to the amount legally required with regard to the obligation to insure or of that taken out for vehicles not subject to said obligation.

The sum insured is that defined in the Specific conditions and it consists of the amount pertaining to the compulsory minimum capital.

**c) Family or corporate ties third party liability**

- 1.** Covers any damages deriving from material damages caused to people excluded by paragraphs 2(b) to (e), of clause 5 of the General Conditions on an exclusive basis when they have been caused by the simultaneous, independent circulation of private light vehicles.
- 2.** The damages included under the present cover are only those deriving from the risk of collision between vehicles.

**d) Fire, lightning and explosion**

Covers the damages to the insured vehicle as a result of fire, lightning and explosion, whether it is in motion or at a standstill, kept in a garage or anywhere else.

**e) Impact, collision, overturning, fire, lightning and explosion and breakage of glass**

Covers the damages to the insured vehicle as a result of impact, collision, overturning, fire, lightning and explosion and breakage of glass.

**f) Own vehicle protection – Impact, collision, overturning, fire, lightning and explosion and breakage of glass**

Covers the damages to the insured vehicle as a result of impact, collision, overturning, fire, lightning and explosion and breakage of glass **provided that it is driven by someone who has been legally qualified to drive for more than 5 (five) years.**

**g) Theft or robbery and unauthorised use**

Covers any losses or damages as a result of the disappearance, destruction or deterioration of the vehicle and its components (including any electrical cables for charging batteries) because of attempted, unsuccessful or successful theft, robbery or unauthorised use.

#### **h) . Catastrophic risks of nature and fall of aircraft**

Covers the damages caused to the insured vehicle as a result of:

- a) Typhoons, cyclones, tornados and any direct action of strong winds and the impact of objects thrown or projected by them (provided that their violence destroys or damages objects or trees in a radius of 5 km around the insured assets);
  - b) Downpours or torrential rain – Atmospheric precipitation whose intensity is greater than 10 millimetres in 10 minutes, measured on the pluviometer;
  - c) Bursting of adductors, collectors, drains, dikes and dams;
  - d) Torrent or overflow of natural or artificial water course beds;
  - e) Direct action of earth tremors, earthquakes, volcanic eruptions, tidal waves and underground fire and also fire resulting from these phenomena;
  - f) Landslides, mudslides, landslips and land subsidence;
  - g) Impact or fall of all or part of air navigation equipment and spacecraft or any objects falling from them or housed there;
  - h) Vibration or shock deriving from the crossing of the sound barrier by air navigation apparatus;
- Collapse of bridges, tunnels and other engineering works.

#### **i) Acts of terrorism, vandalism, malicious acts or sabotage**

Covers the damages caused to the insured vehicle as a result of:

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

#### **j) Strikes, riots and public disorder**

Covers the damages (including those deriving from fire or explosion) directly caused to the insured vehicle:

- a)** By those people who take part in strikes, “lock-out”, unrest at work, uprisings, riots and public disorder.
- b)** By any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect assets and people.

#### **k) Total loss**

Covers the total loss of the vehicle mentioned in the Specific Conditions, provided that this derives from an impact, collision, overturning, fire, lightning or explosion, theft or robbery or unauthorised use.

#### **l) Replacement value during the first three years**

Guarantees, in the event of an accident, resulting in the total loss of the insured vehicle, an additional indemnity corresponding to the difference between the replacement value of the insured vehicle as new and the indemnity to which the Policyholder would have been entitled under the General Conditions of Zurich Motor

#### **m) Temporary privation of use**

Covers compensation for the daily amount stipulated in the Specific Conditions should any road accident have occurred or theft or robbery or unauthorised use which brings about the temporary deprivation of usage of the insured vehicle and which, concurrently, triggers any of the following covers of the contract when they have been effectively contracted, namely:

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

#### n) Substitution vehicle owing to accident

Guarantees, during the period in which the vehicle is immobilised, falling between the actual date of effective immobilisation, which may or may not coincide with the date of the accident, and the date of delivery of the insured vehicle by the workshop, a substitution vehicle in accordance with the group contracted, provided it is available on the market, up to a maximum of:

- a) 2,000 c.c., if the insured vehicle is a light passenger vehicle.
- b) 2,500 c.c., if the insured vehicle is a light goods vehicle.

#### o) Breakage of glass - Basic

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

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

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

#### p) Breakage of general glass

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

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

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

#### q) Breakage of glass, branded

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

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

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

#### r) Breakage of glass collection

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

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

#### s) Vehicle occupants

Covers payment of the compensation stipulated in the Specific Conditions as a result of an accident which has occurred to the Insured Persons:

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

#### t) Roadside Assistance

Ensures assistance resulting from the verification of the foreseen risks to insured persons.

## **u) Legal protection and defence**

Guarantees for Insured Persons any expenses incurred with Legal protection, up to the limit stipulated Legal Protection for Insured Persons deriving from claims related with the circulation of the vehicle identified in the Specific Conditions.

## **v) Zurich courtesy guarantee**

It ensures to the insured persons a series of comfort services associated with the verification of the foreseen risks.

### **Clause 5** **Exclusions from mandatory cover**

**1. Mandatory insurance cover excludes any personal injury suffered by the insured vehicle's driver liable for the accident, as well as any damages arising therefrom.**

**2. Mandatory insurance cover also excludes any material damages caused to the following people:**

- a) Driver of the vehicle liable for the accident;**
- b) Policyholder;**
- c) Everyone whose liability is covered by law, namely as a result of joint ownership of the insured vehicle;**
- d) Companies or legal representatives of the corporate bodies liable for the accident when this occurs during the performance of their duties;**
- e) The spouse, ascendants, descendants or adoptees of those people referred to in sub-paragraphs a) to c), as well as any other relations or similar up to a third degree of kinship with said people, but, in the latter case, only when they cohabit or are dependent on such persons;**
- f) Those who, under articles 495, 496 and 499 of the Civil Code, benefit from a compensation claim deriving from ties with any of the people referred to in the above sub-paragraphs;**
- g) Passengers when they are being carried in contravention of the rules pertaining to the carriage of passengers set out in the Highway Code which include, in particular, the special schemes pertaining to the carriage of children, transport outside seats and transport on motorbikes, tricycles, quadricycles and mopeds.**

**3. In the event of fatality, as a result of an accident, of any of the people referred to in sub-paragraphs e) and f) of the previous paragraph, compensation to the person liable for the accident is excluded.**

**4. The following are also excluded from the mandatory insurance cover:**

- a) Any damages caused to the actual insured vehicle;**
- b) Any damages caused to goods carried in the insured vehicle which occur during transport or during loading and unloading operations;**
- c) Any damages caused to third parties as a result of loading and unloading operations;**
- d) Any damages caused by the direct or indirect effect of explosion, release of heat or radiation resulting from nuclear fission or fusion, acceleration of particles or radioactivity;**
- e) Any damages occurring during sports' trials and official training, except in the event of insurance pertaining to sports' trials, in which case the present general conditions shall apply, making the necessary adaptations envisaged for this purpose by the parties.**

**5. In cases involving robbery, theft or unauthorised use of vehicles and road accidents caused intentionally, the insurance does not cover payment of any compensation owed by the perpetrators and accomplices vis-à-vis the owner, usufructuary, purchaser with reservation of title or lessee under a financial leasing system, nor towards perpetrators or their accomplices or towards any passengers carried who knew about the illegitimate ownership of the vehicle and who travelled therein of their own free will.**

### **Clause 6** **Exclusions from optional covers**

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

- a) Damages caused intentionally by the policyholder, insured or by people for whom they have third party liability;**
- b) Claims in which the vehicle is driven by someone who is not legally qualified to this end, unless, cumulatively:**
  - 1. Special condition 001 is subscribed – Driving accompanied by instructor;**
  - 2. The vehicle was driven according to the Driving accompanied by instructor rules and observing all the legal requirements to this end.**

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

## **Clause 7** **Sum insured**

### **1. Maximum liability limits**

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

### **2. The vehicle – Determination of the insured amount**

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

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

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

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

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

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

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

## **Clause 8**

### **Territorial scope for Optional Insurance**

**1.** The coverage contracted under the optional insurance is limited to the territory of Mainland Portugal and the Autonomous Regions of Madeira and the Azores and member countries of the European Union, unless otherwise provided in the Special or Particular Conditions of the Policy.

## **Part IV**

### **Common coverages for mandatory and optional coverages**

## **Clause 9**

### **Calculation of Prize and Payment Modalities**

**1.** The method of calculation of the premium will take into account the following risk factors: characteristics and type of vehicle, driver's age, driving license, vehicle circulation area, as well as driving experience and risk experience (Bonus / Malus)

## **Clause 10**

### **Insurance Premium payment**

**1.** The initial premium, or the first fraction thereof, shall be due on the date of conclusion of the contract.

**2.** The following fractions of the initial premium, the subsequent annuity premium and successive fractions thereof shall be due on the dates laid down in the contract.

## **Clause 11**

### **Insurance Cover**

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

## **Clause 12**

### **Failure to pay premiums**

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

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

**3.** The failure to pay determines the automatic termination of the contract on the date of maturity of:

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

**b)** An adjusted premium or part of a premium of a variable amount;

**c)** An additional premium deriving from a modification to the contract based on a supervening increase in risk.

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

## **Clause 13**

### **Bonus and Calculation Regime**

The Malus Bonus table attached to these Pre-Contractual Conditions applies.

## **Clause 14**

### **Minimum Capital Amount**

**1.** The minimum capital requirement is that stipulated in the legislation in force.



## **Clause 15**

### **Maximum Capital Amount in each Contract Period**

Zurich's liability is always limited to the maximum amount set forth in the Particular Conditions of the policy, regardless of the number of persons injured by a claim, and at any time corresponds at least to the mandatory minimum capital.

## **Clause 16**

### **Duration of Contract / Renewal / Termination and Freedom of Speech**

1. The contract may be concluded for a fixed and determined period (temporary insurance) or for a further period of one year.
2. The effects of the contract shall cease at midnight on the last day of its term.
3. Where the contract is concluded for a further year for further periods of one year, it shall be deemed successively renewed for annual periods unless either party denounces the contract at least 30 days before the date of the extension or if the Policyholder fails to pay the premium.
4. The contract can be resolved by the parties at any time, with just cause, by registered mail.
5. Zurich may not invoke the occurrence of a claim as a relevant cause for the purpose set forth in the preceding paragraph.
6. Termination of the contract shall take effect 24 hours after the date on which it is effective.

## **Clause 17**

### **Transmission of Contract**

Unless otherwise agreed in the Particular Conditions, the death of the policyholder does not terminate the contract, succeeding its heirs in their respective rights and obligations under the law.

## **Clause 18**

### **Alienation of the Vehicle**

1. The insurance contract is not transmitted in case of sale of the vehicle, and its effects will cease at 24 hours on the day of the sale, unless it is used by the Policyholder to insure a new vehicle.
2. The Policyholder notifies Zurich in writing of the alienation of the vehicle, within 24 hours of the same, and must attach the certificate insurance certificate, civil liability certificate or notice of receipt and the international insurance certificate ("green card").
3. In the event of failure to comply with the obligation of notice provided for in the preceding paragraph, Zurich shall be entitled to compensation equal to the amount of the premium corresponding to the period of time elapsing between the time of the vehicle's alienation and the expiration of the insurance annuity in which it is established, subject to the termination of the contract, in accordance with paragraph 1.
4. The parties may limit the penalty provided for in the preceding paragraph in relation to the effective duration of the breach provided for therein.
5. In the notice of the sale of the vehicle to Zurich, the Policyholder may request the suspension of the effects of the contract, until the replacement of the vehicle, with an extension of the term of validity of the policy.
6. If the replacement of the vehicle is not given within 120 days from the date of the request for suspension, there is no place for the extension of the term, reason why the contract is considered settled from the date of the beginning of the suspension, being the prize to return by Zurich, calculated proportionally until the contract expires, unless otherwise agreed in the legal terms.

## **Clause 19**

### **How to make Complaints Mechanisms of Legal Protection and Supervisory Authority**

1. Complaints may be made by e-mail or postal mail to the Company's headquarters.
2. The Insured may apply to the ordinary courts and arbitration centers, when applicable, for the resolution of any dispute.
3. The supervisory authority for the insurance business is the Insurance Institute of Portugal. ([www.isp.pt](http://www.isp.pt))

## **Clause 20**

### **Right of recourse of Zurich**

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

- a) Against the party who caused the accident who caused it intentionally;
- b) Against any perpetrators and the accomplices of theft, robbery or unauthorised use of the vehicle which caused the accident, as well as, in subsidiary fashion, against the driver of the vehicle which is the object of said crimes which should be aware of them and who caused the accident;
- c) Against the driver when the latter has caused the accident and has driven with an alcohol level greater than that allowed by law or tested positive for narcotics or other drugs or toxic products;
- d) Against the driver, if he is not legally qualified, or when he has abandoned the accident victim;



- e) Against the party liable for third-party damage owing to the falling of a load deriving from its poor packing;
- f) Against the non-complying party with the obligation to take out garage owner's third party liability insurance;
- g) If the vehicle is being kept by the garage owner, against the party with third party liability for any damages caused owing to use of the vehicle outside the remit of the professional activity of the garage owner;
- h) If the vehicle is being kept by the garage owner, and in subsidiary fashion to the right foreseen in sub-paragraph b), against the party liable for safekeeping whose negligence has caused the crime of theft, robbery or unauthorised use of the vehicle which caused the accident;
- i) Against the party liable for third-party damage owing to the use or driving of vehicles which fail to meet legal obligations of a technical nature pertaining to the condition and safety of the vehicle, insofar as the accident has been caused or exacerbated by the malfunctioning of the vehicle;
- j) In particular, with regard to that foreseen in the previous sub-paragraph above, against the party liable for the presentation of the vehicle to a periodic inspection who, under the insurance contract, has breached the periodic renewal obligation of said presentation, insofar as the accident has been caused or exacerbated by the malfunctioning of the vehicle.

#### **Clause 21** **Regime Concerning Applicable Law and Proposed Law**

1. The parties may choose the law applicable to this contract, either in whole or in part, as well as at any time change the applicable law, subject the contract to a different law. However, it can only apply to laws whose applicability to a serious interest or in connection with certain elements of the insurance contract.
2. However, the part concerning compulsory insurance is governed by Portuguese law.
3. Mandatory provisions in respect of insurance contracts which govern public interests, in particular consumers or third parties, shall govern the contractual situation, whatever the applicable law, even where the parties' choice is applicable.
4. To this contract - Zurich Auto Solution - Portuguese law shall apply.

**Annex I - Malus Bonus Table**  
**System of Bonuses and Worsening by Claims (Bonus / Malus) used by Zurich**

**1.** The premium corresponding to the coverage of:

- Civil responsibility;
- Shock, Collision, Overturn, Fire, Lightning and Explosion and Glass Breakage;
- Fire, Lightning and Explosion;
- Fort or Theft and Use Theft;
- Autoprotection (Shock, Collision, Overturn, Fire, Lightning and Explosion and Glass Breakage);
- Privacy of Use;
- Total Loss - Resulting from Shock, Collision, Rollover, Fire, Lightning and Explosion, Theft or Theft and Use Theft.

It will be aggravated or reduced, in accordance with the attached Tables, according to:

**a)** Occurrence of a claim that has given rise to the payment of any compensation in respect of which no right of return or, if formally possible, can not be exercised by Zurich has not reached it;

**b)** Occurrence that gives rise to the constitution of a provision for loss, provided that Zurich has expressly accepted the responsibility before third parties. An attempted or consummated act of fraud, if duly substantiated, is considered to be an accident.

**2.** Basis of Calculation

The Bonus / Malus coefficients are directly applicable to the net base commercial premium of all overdubs and discounts. When there are changes to the policy that give rise to the change of the commercial premium, the bonus must always be corrected simultaneously with the modification of the premium. The policy subsidy scheme will be maintained in case of replacement of the vehicle insurance by vehicle of equivalent category or less.

**3.** Bonus Scale / Malus

The coverage premium of:

- Civil responsibility;
- Shock, Collision, Overturn, Fire, Lightning and Explosion and Glass Breakage;
- Incursion, Lightning and Explosion;
- Theft or robbery and unauthorised use
- Autoprotection (Shock, Collision, Overturn, Fire, Lightning and Explosion and Glass Breakage);
- Privacy of Use;
- Total Loss - Resulting from Shock, Collision, Rollover, Fire, Lightning and Explosion, Theft or Theft and Use Theft.

It will be adjusted for each annuity according to the scale indicated below, according to the policy's claims experience.

To new contracts, unless previous experience of claims recorded in a Charge Certificate or in the National Registration File, the scale 0 (zero) of the Bonus / Malus Scale will be applied.

### 3.1 Bonus Scale / Malus - Private Business Lines

Years without claims	Scale	Coefficient	N° of claims in the last year / Bonus-Malus Ratio						
			0	1	2	3	4	5	≥ 6
	14-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	13-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	12-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	11-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	10-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	9-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	8-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	7-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	6-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	5-	5,000	0,800	5,000	5,000	5,000	5,000	5,000	
	4-	2,000	0,800	5,000	5,000	5,000	5,000	5,000	
	3-	1,500	0,800	2,000	5,000	5,000	5,000	5,000	
	2-	1,350	0,800	1,500	2,000	5,000	5,000	5,000	
	1-	1,150	0,800	1,350	1,500	2,000	5,000	5,000	
0	0	1,000	0,800	1,150	1,350	1,500	5,000	5,000	
1	1	0,800	0,700	1,000	1,150	1,500	2,000	5,000	
2	2	0,700	0,675	0,800	1,000	1,350	1,500	2,000	
3	3	0,675	0,650	0,800	1,000	1,350	1,500	2,000	
4	4	0,650	0,625	0,800	1,000	1,350	1,500	2,000	
5	5	0,625	0,600	0,700	1,000	1,350	1,500	2,000	
6	6	0,600	0,575	0,700	0,800	1,150	1,500	2,000	
7	7	0,575	0,550	0,675	0,800	1,150	1,350	1,500	
8	8	0,550	0,525	0,650	0,800	1,150	1,350	1,500	
9	9	0,525	0,500	0,625	0,700	1,000	1,150	1,350	
10	10	0,500	0,475	0,600	0,700	1,000	1,150	1,350	
11	11	0,475	0,450	0,575	0,700	1,000	1,150	1,350	
12	12	0,450	0,425	0,550	0,675	0,800	1,000	1,150	
13	13	0,425	0,400	0,525	0,650	0,800	1,000	1,150	
14	14	0,400	0,400	0,500	0,600	0,800	1,000	1,150	

Case by case

### 3. Bonus Scale / Malus - Business Lines Companies

Years without claims	Scale	Coefficient	Nº of claims in the last year / Bonus-Malus Ratio				
			0	1	2	3	≥ 4
	10-	5,000	5,000	5,000	5,000	5,000	Case by case
	9-	5,000	4,000	5,000	5,000	5,000	
	8-	4,000	3,000	5,000	5,000	5,000	
	7-	3,000	2,300	5,000	5,000	5,000	
	6-	2,300	1,900	2,300	3,000	4,000	
	5-	1,900	1,600	2,300	3,000	4,000	
	4-	1,600	1,400	2,300	3,000	4,000	
	3-	1,400	1,200	1,900	2,300	3,000	
	2-	1,200	1,100	1,600	2,300	3,000	
	1-	1,100	1,000	1,400	1,900	2,300	
0	0	1,000	0,900	1,200	1,600	2,300	
1	1	0,900	0,800	1,100	1,400	1,900	
2	2	0,800	0,750	1,000	1,200	1,600	
3	3	0,750	0,700	0,900	1,200	1,600	
4	4	0,700	0,675	0,900	1,200	1,600	
5	5	0,675	0,650	0,800	1,100	1,400	
6	6	0,650	0,625	0,800	1,100	1,400	
7	7	0,625	0,600	0,750	1,000	1,200	
8	8	0,600	0,575	0,750	1,000	1,200	
9	9	0,575	0,550	0,700	0,900	1,200	
10	10	0,550	0,525	0,675	0,900	1,100	
11	11	0,525	0,500	0,650	0,800	1,100	
12	12	0,500	0,500	0,625	0,800	1,000	
13	13	0,500	0,500	0,600	0,800	1,000	
14	14	0,500	0,500	0,525	0,800	1,000	

**Zurich Insurance plc – Sucursal em Portugal** Registo: Cons. Reg. Comercial de Lisboa – NUIPC: 980 420 636  
**Morada:** R.Barata Salgueiro, 41 – 1269-058 Lisboa, sucursal da Zurich Insurance plc  
**Sociedade Registrada** na Irlanda N.º 13460 **Sede:** Zurich House, Ballsbridge Park, Dublin 4, Ireland  
**Capital Social Autorizado:** 125.000.000,00 Euros **Capital Social Realizado:** 8.158.160,00 Euros  
**Tel.:** 21 313 31 00 – **Fax:** 21 313 31 11 – [www.zurich.com.pt](http://www.zurich.com.pt) – [zurich.helppoint.portugal@zurich.com](mailto:zurich.helppoint.portugal@zurich.com)