

Policy Wordings Optional

# General Conditions for optional car insurance



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## Special Conditions for Optional Car Insurance

The terms, conditions and exclusions outlined in the General Conditions of the Compulsory Automobile Civil Liability Policy shall also apply to this Optional Car Insurance in so far as they apply unless specifically overridden by these conditions.

### Clause 1 - Scope of optional coverage

These present General Conditions apply to the Optional Car Insurance, which can cover the following:

1. Optional Third-Party Liability
2. Crash, collision, and overturn
3. Fire, lightning, or explosion
4. Theft or robbery
5. Acts of Vandalism
6. Natural phenomena
7. Isolated Breakage of Glass
8. e-Charge Coverage
9. Guaranteed Auto Protection
10. Personal Indemnity
11. Roadside assistance
12. Legal Protection
13. Mobility Guarantee
14. Replacement vehicle in the scope of Mobility Guarantee
15. No Stress Plan Early Termination
16. Luggage Insurance

Coverage and guarantees effectively hired are inserted in the Particular Conditions.

### Clause 2 - Definitions

**Insurer:** The entity legally authorised to carry out motor insurance contract activity, which underwrites this contract.

**Policyholder:** the person or entity that contracts with the insurer and is responsible for paying the premium.

**Insured Person:** the person or entity holding the insured interest.

**Beneficiary:** Person, individual or collective, entitled to the services granted by the Insurer.

**Claim:** the total or partial verification of the event that triggers the risk coverage provided for in the contract, the event or set of events resulting from the same cause being considered as a single claim;

**Deductible:** A fixed amount which, in the event of a claim, is borne by the Policyholder and which is provided in Clause 8 of these conditions, although it cannot be invoked against third parties.

**New Value:** Retail price of the Insured Vehicle, in Portugal, in the month and year of its first registration, considering all applicable taxes and charges and without any commercial discounts, plus the value of non-original extras, if they are to be included in the insurance.

**Replacement Value:** The average commercial value quoted on the used-vehicle market for the purchase by the Policyholder, at the time of the accident, of a vehicle of the same brand, model, age and state of repair as the insured vehicle.

**Venal Value:** the average commercial value quoted on the used-vehicle market for the sale by the Policyholder at the time of the claim of a vehicle of the same brand, model and age as the insured vehicle.

**Partial Damages:** Damages caused in the insured vehicle as a consequence of a damage covered by contract, with possible repair that does not qualify as Total Loss.

**Total Loss:** loss of the insured vehicle or its destruction when one of the following situations occurs:

- the repair is possible, but its cost exceeds the insured value of the vehicle determined by applying the Devaluation Table.
- repair is not materially possible or technically advisable to comply with safety requirements.

**Crash:** The impact of the vehicle against any fixed body or the crash suffered by the vehicle when immobilised.

**Collision:** The impact between the vehicle and any other body in motion.

**Overturn:** An accident in which the vehicle loses its normal position.

**Theft or Robbery:** illegitimate removal of the insured item, whether intended or actual, resulting in the disappearance, destruction, damage or deterioration of the item or the removal of its fixed parts or components.

**Acts of Vandalism:** tumults, riots and other disturbances of public order, terrorism or sabotage, wilful and malicious destruction;

**Electric Vehicle:** For the purposes of these General Conditions, electric vehicles are vehicles with exclusively electric motorisation whose battery is charged by means of a charging cable connected to an external electricity supply device.

**Domestic Charging Equipment:** A physical device, powered by alternating current, whose function is to supply electrical energy to the Secured Vehicle via a cable.

### Clause 3 - Territorial Scope

The Optional Coverages contracted are valid within the territorial area provided for Compulsory Motor Insurance, unless otherwise specified in the Particular or Special Conditions.

### Clause 4 - Exclusions

The Optional Coverage does not include losses or damages caused, directly or indirectly, by the following events:

1. intentionally or voluntarily caused by the Policyholder, the insured person, the driver, the other passengers, or any other person living with them or whom they are liable to;
2. the vehicle was driven by a person under the effect of alcohol whose rate of alcohol ingestion was higher than that legally allowed, under the effect of chemicals, other drugs, toxic products, or otherwise, in state of mental debility;
3. when the driver was not legally qualified because he had no driver's license, was under law process, temporarily or for good, prohibited to drive; or because his driver's license was no longer valid. However, in case of coverage for "Theft or Robbery", the rights of the insured person will not be affected.
4. whenever the insured vehicle was being used for a purpose or under a higher risk other than those established in the insurance plan or was being driven in places not recommended;
5. the insured vehicle is under risks of labor, in a place or areas where the labor activity – industrial, rural or of any other nature is being performed;
6. the insured vehicle is used in contests, sports competitions and respective trainings, except if insured for these special cases;
7. damages caused by objects being carried in the vehicle or during operations of load and unload and also, damages caused to the objects and goods transported by the insured vehicle, even if owned by the passengers;
8. excess or bad transportation of goods or even the transport of objects or the participation in activities that may put at risk the stability and control of the vehicle;
9. in the event of a theft, robbery, unauthorized use or any other type of illegitimate subtraction or abusive use of the insured vehicle. However, in case of optional coverage for "Theft or Robbery", or "Crash, collision and overturn", the rights of the Insured Person, based on these types of coverage, will not be affected.

10. during the transportation of fuel, other flammable, explosive or toxic items, and the insured vehicle was not legally authorized for such kind of transport and there was no specific coverage for such risk;
11. regulations were not complied with in regards to compulsory inspection, periodical technical reviews, or others related to the homologation of the insured vehicle, except if there is proof that there was no sense of causality between the damage and the infractions committed.;
12. in times of war, whether declared or not, civil war, invasion, usurpation of civil or military power, revolution, rebellion, insurrection, acts of terrorism, strikes, lock-out, riots, tumults, labor disturbances or of other types of disturbances of the public order, sabotage, malicious actions, acts by the armed forces or security forces. However, in case of optional coverage for “Social and Political Risks”, the rights of the insured person in this type of coverage will not be affected.
13. at the time when the insured vehicle, whether temporary or permanent, is under confiscation, requisition or custody due to any imposition from legal or usurped power.
14. due to, direct or indirect, explosion, release of heat or radiation, disintegration or fusion of atoms, artificial acceleration of particles or radioactivity;
15. upon the verification of natural risks, namely, seismic phenomena, storms, floods, land sliding, other earth movements, typhoons, hurricanes or other violent natural convulsions. However, in case of optional coverage for “Extraordinary Risks”, the rights of the insured person will not be affected.
16. as a consequence of the fall of aircrafts or the fall of tunnels, bridges or other installations. However, in case of optional coverage for “Extraordinary Risks”, the rights of the insured person will not be affected.

Besides the exclusions numbered above, the optional coverage apply to those specific exclusions established in the applicable Conditions and respective special clauses as well as those for the compulsory insurance that, due to its own nature, are not specific herein.

#### **Clause 5 - Resolution, reduction and other changes of the contract**

1. The Policyholder may, at any time, reduce or withdraw from the contract any of the contracted coverages, by giving written notice at least 30 days before the date upon which the termination or modification of the concerned coverage is intended to take effect.
2. In case of total loss or sale of the damaged vehicle due to third parties, with resolution of the contract and cancellation of the insurance value, the Insurer will return to the Policyholder that part of the premium charged to the proportion of the time elapsed between the loss and the existing term of duration of the contract.
3. The previous disposition does not apply if the Insurer makes any payment related to the damage.
4. Whenever the Policyholder is not the Insured person, the Insured person must be notified within 30 days in advance of such reduction or extinction of the hired coverage.
5. In case there are reinsurer's rights under Clause 14, the notice must also be sent to those respective persons or entities.
6. This contract is considered null and consequently will not produce any effects when the Insured Party or the Insured has been found to have made inaccurate declarations as well as omission of facts or circumstances which could have influenced the existence or conditions of the contract..

## Clause 6 - Risk Aggravation

1. During the duration of the contract, the Policyholder and/or the insured person must give notice, in writing, to the Insurer, as soon as possible, – not exceeding eight days – of all the facts or circumstances they know, or should know, that are likely to aggravate the risks as well as of the responsibilities they have taken to themselves.
2. If these facts or circumstance are proven to be likely to influence on the decision for existing hired optional coverage, or in respective conditions, the Insurer will be entitled to:
  - a. modify the scope of the contract, through the cessation of the guarantee or guarantees related to the aggravated risk or the limitation of such scope;
  - b. present new conditions for an over and adequate premium.
3. In case the Insurer decides to change the contract, following section a) of the previous number, the Policyholder and the insured person must be notified of such decision within 30 days in advance.
4. Upon the presentation of the new conditions, following the terms of section b) nr 2, the Insurer shall make it effective within 15 days of the knowledge of the aggravation.
5. The Policyholder will have 15 days to either accept or refuse the new conditions, and in case of no manifestation, these new conditions will be considered as accepted.
6. In case the Policyholder refuses the new conditions, the Insurer will be entitled to cancel the guarantees regarding the aggravated risk, within notice 30 days in advance, and a respective premium refund calculated on pro-rata temporis.
7. If the Insurer, within the thirty days following the aggravation, does not exercise one of the dispositions established in nr 2 of this Clause, the aggravated risk will be considered as accepted with no alteration of contract.
8. No given notice or unclear or incorrect notice of facts or circumstances referred to in nr 1, that shall be known by the Insurer, will imply the non-acceptance of the optional guarantees, will make the insurance ineffective and, consequently, null in case of emergent damage of aggravated risk.
9. If the obligation to give notice of the aggravation of risk is not followed in time or the notice is not clear or correct, or not complete and accurate about relevant facts – those that may affect the insurance premium – the indemnification, in case of damage, will be reduced in the proportion of the difference between the premium effectively charged and the one that should have been charged if the Insurer had been notified of all the risks.
10. If, between the date of notice of aggravation, alteration or decision of no alteration in the contract, damage takes place, the rule of premium proportion shall be applied for indemnification as in the terms of the previous number.

## Clause 7 - Insured Value

1. The insured capital for each of the optional coverage is established in the Particular Conditions, being the maximum liability limit for the Insurer.
2. The description of the insured item and its value, even if made according to criteria set in this present contract, do not imply the Insurer acknowledges the existence of such item and of its value.
3. Except otherwise established in the Particular Conditions, the following rules will apply:
  - a) The determination of an insurance value must follow the criteria below:  
**NEW VEHICLES:** The insurance value will correspond to the value of a **NEW VEHICLE**, not including VAT, so the damage to be indemnified by the Insurer is always net of the value corresponding to the referred tax;

**USED VEHICLES:** The insurance value must follow the respective **NEW VEHICLE VALUE** as defined in Clause 2, with the percentage deduction for devaluation set on the Table of Devaluation annexed to this present contract.

b) During the following months and years upon entering this contract, the insurance value is automatically updated, according to the Table of Devaluation annexed to this present contract, and the premium is calculated over the Average Weighted Capital.

c) The criteria for updating the value of the insured vehicle as on the Table of Devaluation annexed to this present contract are the same as those for the NEW VEHICLE as defined in Clause 2, plus the age of the vehicle (year and month of manufacturing).

4. For used vehicles, upon convention established in the Particular Conditions, a different insurance value may be calculated other than that by the application of rules established in number 3. a) of this present clause.
5. The insurance capital, regardless of the case and upon convention established in the Particular Conditions, will be not altered during the effective year and the respective premium will be calculated according to this value.
6. The Policyholder or the Insurer may, by mutual agreement, modify the type of regime of this contract – automatic updating or agreed settlement on the insurance value – upon notice in writing within 60 days in advance of the end of the contract.
7. The Insurer may also recommend to the Policyholder, within the time set in the previous number, to alter the current Table of Devaluation or the application of a new table.

#### **Clause 8 -Deductible**

1. Upon convention in writing, the Policyholder may be liable to a part of an indemnification due to the third party, but not applicable to the limitation of guarantee to the third party when damaged or to their heirs, within the scope of the compulsory insurance.
2. In the case of the previous number, the Insurer, upon claim made by the third party, will fully indemnify the third party, with no prejudice to be reimbursed by the Policyholder in the value of the applicable Deductibles.
3. Within the scope of Accessory Risks, the Deductible or Deductibles will be always deducted upon the payment of indemnification, even if the Insurer makes such payment directly to the redressing entity or to any other.
4. The Deductibles will not apply on coverage of the Special Conditions for:
  - Optional Third-Party Liability
  - Theft or robbery
  - Isolated Breakage of Glass
  - Guaranteed Auto Protection
  - Personal Indemnity
  - Legal Protection
  - Replacement vehicle in the scope of Mobility Guarantee
  - Personal Belongings (Section 1(a) – Clause 14) except for written convention otherwise established in the Particular Conditions.
5. The Deductibles will be apply in the case of Crash, Collision and Overturn, Fire, lightning or explosion, Acts of Vandalism and Natural Phenomena, except for written convention otherwise established in the Particular Conditions.

### **Clause 9 - Obligations of the Insurera**

The regulation for damages within the scope of optional coverage shall comply with the Special Conditions hired, and, if they do not exist, the adequate adaptation will apply according to the regime established in the previous numbers.

### **Clause 10 - Obligations of the Policyholder**

1. In case of damage as established in one of the optional coverage hired, the Policyholder and/or the insured person will be obliged to:
  - 1.1. Give written notice to the Insurer, as soon as possible, no later than eight days, of the acknowledgement of any fact or likely event that may cause to apply any of the optional guarantees hired, informing date, time, place and other circumstances related, the nature and likely amount of losses, as well as any other elements considered useful for the determination of the occurrence;
  - 1.2. Take all necessary actions to avoid or reduce losses due to the damage;
  - 1.3. Provide to the Insurer, with accuracy, all the evidences available and related to the damage;
  - 1.4. Provide for the custody and conservation of the remaining items;
  - 1.5. Follow the obligations established in numbers 1.2 and 1.3 in this Clause as well as the other conditions or special conditions hired.
2. Default, purposefully, of the obligations established in the previous numbers, will determine the responsibility for damages and losses of the Policyholder and/or insured person.
3. In case of unclear notice of the circumstances or causes of the damage, with the intention to generate or aggravate the responsibility of the Insurer, the coverage will not be effective and the Insurer may even cancel the contract and charge the Policyholder or the insured person for losses and damages as established by law.

### **Clause 11 - Damage remedy**

1. The Insurer may decide upon the repair of the vehicle, replacement, or cash indemnification, without prejudice to the following clause
2. The repair will be under the responsibility of the Insurer and will be made in order to have the damaged part of the insured vehicle in the same condition as before the damage took place.
3. In case of a necessity to replace pieces or parts and if the Policyholder does not want to wait long for the services, the Insurer will not be responsible for the direct or indirect losses but only to the obligation to indemnify for the cost of pieces or parts based on prices set on the latest table of prices for public sale or on the market prices as they are produced by the national industry.

### **Clause 12 - Value of indemnification and proportional rule**

1. In case of TOTAL LOSS, the value of indemnification will be the value of the insurance on the date of the damage, according to the terms of Clause 7, deducing the applicable Deductibles and, if the case may be, the value given to the vehicle after the damage.
2. In case of PARTIAL DAMAGE, the repair to be made by the Insurer will be to the maximum value of indemnification established by the same as in TOTAL LOSS, as in the previous number.
3. Except for cases otherwise agreed by the parties, if the determination of the insurance value was based on a value lower than that for a new vehicle value, this value, following law, will be set by a value lower than the real one, and the Policyholder, in case of damage, will be charged for the proportional part of the losses and damages.

### **Clause 13 - Reduction of and/or capital replacement**

1. The amount of indemnification will be deducted from the insurance capital, and this will be reduced from that value from the date of the damage to the end of the contract.
2. The Policyholder may replace the capital through the payment of a supplementary premium corresponding to the replaced capital and to the period of time not elapsed until the end of the contract.

### **Clause 14 - Reinsurer's Rights**

When the Insurer accepts rights in favour of persons or entities mentioned in the Particular Conditions, and with residence also mentioned therein, and for the period of time this situation is kept, the liquidation of damages for total loss will not be effective without the previous acceptance by those mentioned persons or entities.

### **Clause 15 - Right to seek reimbursement**

Within the scope of optional coverage, without prejudice to the previous number, the Insurer may, in all the other cases and according to law or contract, where this right is effective, by reimbursement, act against any person or entity.

## **Special Conditions of the Optional Automobile Insurance**

### **1 - Optional Third-Party Liability**

#### **1. Scope of Coverage**

Complementary coverage of civil liability above the legal amount required as to the obligation to insure or above that amount hired for vehicles not subject to that obligation.

The INSURER, when the Special Condition is hired, guarantees, within the limits of capital set in the Particular Conditions, in excess of the coverage of insurance for compulsory civil liability and within the limits set in the particular conditions of the policy, the payment for indemnification that, according to the law, is applicable to the insured person or to the authorized driver, for extra-contract civil liability, for damages caused to third-parties, due to the circulation of the insured vehicle or vehicles.

#### **2. Exclusions**

The following damages are excluded for the scope of this coverage, as well as all the exclusions for compulsory insurance and optional insurance set in Clause 5.<sup>a</sup> of General Conditions of the Compulsory Automobile Civil Liability Policy:

- 1.1. Caused to transported goods or by items transported in the vehicle, even if under the custody or possession of the driver or another person responsible for them;
- 1.2. Patrimonial or non-patrimonial damage caused to the persons mentioned in sections a) through f) of number 2 of Clause 5 of general conditions;
- 1.3. Patrimonial or non-patrimonial damages caused to person transported, when the vehicle is not officially authorized to transport persons;
- 1.4. Caused by the towed vehicle to the towing vehicle;

Expenses from the defense of the insured person in penal or administrative-offence procedures, as well as fees, fines and sanctions imposed by court or competent authorities are excluded.

### 3. Bonus for Lack of Damages and Aggravations by Damage

The bonus for absence of damages and aggravations by damage (Bonus/ Malus) follows the table and dispositions annexed to the general conditions and are integral part of this special condition.

### 4. Territorial Extension

When this present Special Condition is applicable and with no prejudice to Clauses 3 and 4 of the General Conditions of the Compulsory Automobile Civil Liability Policy, the Insurer accepts, related to the countries mentioned, the limits of Civil Liability that, in case of damage, will overpass the limits of the conditions of compulsory insurance valid for each one of those countries and meet the requirements of that regime of Civil Liability, up to the maximum of 750.000 Euros and to the extent that the limits of the compulsory insurance do not deplete the whole insurance capital of the policy.

## 2 - Crash, Collision and Overturn

### 1. Coverage Scope

This coverage, whenever hired, comprehends, within the limits established in the conditions of the policy, the damages to the insured vehicle due to an accident by sudden, fortuitous and violent cause, not by the intention of Policyholder, the insured person or the driver, covering namely the damages resulting from the crash, collision or overturn and/or isolated damage to glass, regardless of the vehicle being in circulation or not.

### 2. Exclusions

Besides those exclusions mentioned in clause 5 of the General Conditions for Compulsory Automobile Civil Liability Policy, the guarantee granted by this present Special Condition does not include damages:

- a) from bad conditions of roads or streets, when this fact does not result in crash, collision or overturn;
- b) directly and exclusively from defect of production, assembly, tuning, own material vice, deficient conservation or maintenance of the insured vehicle;
- c) caused directly by mud and tar used in the construction of roads;
- d) on tires and pneumatics, except if resulting from crash, collision or overturn and followed by other damages to the vehicle;
- e) caused intentionally or unintentionally to the insured vehicle, by the passengers or other persons with objects they were holding, they threw or spilled;
- f) resulting from the circulation in places known as not accessible to the vehicle, except if otherwise accepted.
- g) caused by objects being transported;
- h) caused on paintings of letters, drawings, emblems, allegories or advertising material on the insured vehicle, when no mention or valuation was made in the policy;
- i) caused on accessories or apparatuses and instruments not originally part of the vehicle (extras), unless described and valued in the policy;
- j) from the freezing of the engine water and other mechanical breakdown;
- k) that may mean lost profits, loss of benefits or revenues, by the Policyholder or the Insured Person, or due to deprivation of use, expenses of replacement, depreciation, wear out or natural consumption of the insured vehicle.
- l) additional parking costs of the insured vehicle, due to the late notification of the damage or to the delay of a decision by the policyholder beyond the time limit for the regularization of the damage.

Damage to the aforementioned components is also covered in the event of a continuous supply of contaminated or adulterated fuel due to the user's lack of knowledge, provided that this is duly proven by an external analysis made by Laboratório Nacional de Energia e Geologia(LNEG), with the contamination level being greater than or equal to 0.24 mg/per liter. This damage is covered only if you have purchased the Total Plus Coverage plan.

### 3. Bonus for Lack of Damages and Aggravations by Damages

The bonus for lack of damages or aggravation due to damages (Bonus/ Malus) follows the table and dispositions annexed to the general conditions, which are integral part of this special condition.

#### **4. Several Dispositions**

For the matters not explicitly regulated in this Special Condition, the applicable part will be the General Conditions of the Policy for Automobiles, especially those concerning the optional coverage and those common to them and to the compulsory insurance.

### **3 – Fire, Lightning, or Explosion**

#### **1. Coverage Scope**

Through this present coverage, whenever hired, the Insurer will cover all the losses or damages to the insured vehicle caused by occasional lightning, fire or explosion, whether the vehicle is in movement or not, inside a garage or in another place.

#### **2. Exclusions**

The following damages are not included in this coverage:

- a) in paintings of letters, drawings, emblems, allegories, advertisement material on the insured vehicle, except when described and valued in the policy;
- b) in accessories or apparatuses and instruments not originally part of the vehicle (extras), except when described and valued in the policy;
- c) in equipment or electrical installation, as far as they do not cause fire or explosion;
- d) those leading to lost profits, loss of benefits or revenues by the Policyholder or the Insured Person;
- e) including all the other exclusions in clause 4 of the General Conditions for optional coverage.

#### **3. Bonus for Absence of Damages and Aggravation by Damages**

The bonus for absence of damages and the aggravations by damages (Bonus/ Malus) follow the table and dispositions annexed to this special condition.

#### **4. Several Dispositions**

For the matters not explicitly regulated by this Special Condition, the applicable part will be the General Conditions of the Policy for Automobiles, including but not limited to those concerning the optional coverage and those common to them and to the compulsory insurance.

### **4 – Theft or Robbery**

#### **1. Coverage Scope**

The Insurer, whenever this present coverage is hired, guarantees, within the limits established in the policy, the repair of damages or losses due to illegitimate subtraction of the insured vehicle, due to robbery, theft or unauthorized use, attempted or concluded, that may lead to disappearance, destruction, damage or deterioration of the vehicle, subtraction of fixed or indispensable pieces, subtraction of accessories, the latter in the condition they were described and valued in the special conditions.

#### **2. Exclusions**

This coverage does not include:

- a) the lost profits of any nature and expenses of replacement or depreciation of the insured vehicle, resulting from the damage;
- b) the damages in paintings of letters, drawings, emblems, allegories, advertisement material on the insured

- vehicle, except when described and valued in the policy;
- c) damages caused to accessories or apparatuses and instruments not originally part of the vehicle (extras), except when described and valued in the policy;
  - d) damages resulting from subtraction that comes from or is imputable to fraud or grievous fault by the insured person, the Policyholder or the driver, persons living with them or depending on them, including employees.
  - e) the losses or damages identified in the exclusions of Clause 5 of the General Conditions of the Compulsory Automobile Civil Liability Policy.

### **3. Bonus for Absence of damage and Aggravation by Damage**

The bonus for absence of damages and the aggravations by damage (Bonus/ Malus) follows the table and dispositions annexed to the general conditions, which are integral part of this special condition.

### **4. Regularization of Damages**

In case of contingent event, the insured person may use his rights granted by the insurance and shall give immediate notice to the competent authorities or, at the latest, within the next 24 hours, and enter process and do everything else within his power for finding the vehicle and the authors of the crime.

The indemnification will only be effective after 60 days of the notice given to the competent authorities and if the vehicle has not been found at that time.

### **5. Several Dispositions**

For the matters not explicitly regulated by this Special Condition, the applicable part will be the General Conditions of the Policy for Automobiles, including but not limited to those concerning the optional coverage and those common to them and to the compulsory insurance.

## **5 – Acts of Vandalism**

### **1. Coverage Scope**

The Insurer guarantees, when this present coverage is applicable, in the terms and limits established in the policy, the damage and losses directly caused to the vehicle by:

- a) Strikes, lock-outs and other labour disturbances;
- b) Tumults, riots and other alterations of the public order;
- c) Terrorism or sabotage;
- d) Any authority legally constituted, in virtue of measures taken upon the occurrences mentioned in the previous numbers of this clause, for the safeguard or protection of people and goods;
- e) Malicious acts or vandalism.

This coverage is complementary to cover "Crash, Collision and Overturn", "Fire, Lightning or Explosion", "Theft or Robbery" and will end automatically whenever any one of them is also ended.

### **2. Exclusions**

The following damages are excluded from the scope of this coverage:

- a) Resultant from robbery, with or without forced entry, theft, unauthorized use, or any other form of illegitimate subtraction, directly or indirectly related to the risks guaranteed by this Special Condition;
- b) damages covered by exclusions identified in Clause 5 of the General Conditions of the Compulsory Automobile Civil Liability Policy and by those established in the Special Conditions mentioned above.

### 3. Bonus for Absence of damage and Aggravation by Damage

The bonus for absence of damages and the aggravations by damage (Bonus/ Malus) follows the table and dispositions annexed to the general conditions, which are integral part of this special condition.

### 4. Several Dispositions

Whatever else not described in this Special Condition, as applicable, will be ruled by the General Conditions for Automobile Insurance Policy and the Special Conditions mentioned above, as complemented by this coverage.

## 6 – Natural Phenomena

### 1. Coverage Scope

Through this present coverage, whenever it is hired, the Insurer guarantees, within the terms and limits of the policy, the losses or damages to the vehicle as a direct consequence of:

- a) land movement, land sliding, land fall and land interment due to geological phenomena;
- b) abatement of tunnels, bridges and other construction works;
- c) fall of aircrafts: crash or break of the whole or part of the aircrafts and air engines or objects fallen from them;
- d) fall of roofs, chimneys, walls, trees, or other objects;
- e) seismic phenomena, earthquakes, volcanic eruptions, sea quakes and underground fires;
- f) lightning: impact produced by electric discharge in the atmosphere;
- g) floods: harmful consequences of break of ducts, collectors, drains, dams and also, heavy water flow or overflow of natural or artificial water streams;
- h) hailstorm;
- i) waterspout or rain torrents: atmospheric precipitation over 10 millimeters per 10 minutes;
- j) storms: typhoons, cyclones, hurricanes, tornados and whatever may be thrown by these phenomena (intensity over 100 km/hour).

### 2. Exclusions

Besides those exclusions defined in Clause 5 of the General Conditions of the Compulsory Automobile Civil Liability Policy, the following damages are also excluded:

- a) caused to accessories and equipment not originally part of the vehicle (extras), except if defined and valued in the policy;
- b) caused to painting of letters, drawing, emblems, allegories, or advertising material on the insured vehicle, if not mentioned or valued in the policy;
- c) resultant from robbery, with or without break in, theft, unauthorized use, or any other form of subtraction, directly or indirectly related to the risks guaranteed by this Special Condition;
- d) resultant from the circulation in places not acknowledged as accessible to the insured vehicle;
- e) caused to the insured vehicle as a consequence of fire or casual explosion, except if caused by lightning, whether the vehicle in movement or stopped, in the garage or in any other facility;
- f) caused by the action of the sea, including moving and high tide, even in stormy circumstances;
- g) those that may mean cessation of profits, loss of benefits or revenues, by the Policyholder or the Insured Person, or as a consequence of deprivation of use, costs of replacement, depreciation, wear out or natural consumption of the insured vehicle.

### 3. Regularization and Definition of Damage

Complementary to the definition in Clause 1 of the general conditions, and for effective coverage of seismic phenomena, all the losses and damages, of the same origin, will be considered as a single and only one damage caused to the insured vehicle within the 72 hours following the harmful events.

Also complementary to the same definition, and for effective coverage of storms, all the damages will be considered as single and only one damage caused to the insured vehicle within 48 hours following the harmful events.

It is also agreed that the proof of events at over 100 km/hour will be provided through document issued by the closest meteorological station.

#### **4. Several Dispositions**

Any other event not mentioned in this Special Condition, as applicable, will follow the General Conditions of Automobile Insurance Policy, including those of optional coverage and those common to them and to the compulsory insurance, as well as the Special Conditions defined in 2 above, of which it is integral part of this coverage.

### **7 – Isolated Breakage of Glass**

#### **1. Coverage Scope**

By this present coverage, whenever hired, the Insurer guarantees, within the terms and limits established in the policy, the indemnification corresponding to the costs of replacement and placement of the windshields, rear mirror, and lateral glasses, in case of break or isolated disruption, not resulting for event covered by any other coverage of own damages.

#### **2. Exclusions**

The following damages are not included in this coverage:

- a) caused, intentionally or involuntarily, by the passengers or other non-identified persons, holding or throwing objects;
- b) caused by objects being transported or during operations of load and unload;
- c) caused on the rear mirrors or optical blocks;
- d) caused by placement or removal or in consequence of bad installation.
- e) identified in the exclusions mentioned in Clause 5 of the General Conditions of the Compulsory Automobile Insurance Policy.

#### **3. Definitions**

A break or disruption means the total or partial damage of components mentioned that will make them useless, resultant from sudden, fortuitous or violent event, not on the intention of the Policyholder, the insured person or the driver, not covered by other guarantee of Damages.

#### **4. Damage**

The maximum indemnification guaranteed by this present guarantee shall not exceed, in any case whatsoever, 25% of the replacement value of the insured vehicle.

The insurance capital related to this present coverage shall correspond to the total value of all the glasses of the vehicle.

If this does not apply, in case of damage, the proportional rule shall be used within the terms of law and the general conditions.

#### **5. Several Dispositions**

For issues not essentially regulated by this Special Condition the clauses of the General Conditions shall apply, mainly those of the optional coverage.

## 8 – e-Charge Coverage

### 1. Coverage Scope

This coverage, whenever hired, comprehends, within the limits established in the conditions of the policy, the damages to the Domestic Charging Equipment and Charging Cables due to:

- Collision
- Theft or Robbery
- Acts of Vandalism

### 2. Exclusions

The following are excluded from this coverage:

- a) The Civil Liability of the Policyholder, vehicle owner, usufructuary, purchaser with reservation of title or lessee under a finance lease, as well as their legitimate holders and drivers, for bodily injury and material damage caused to third parties;
- b) Damage caused to the Insured Vehicle itself;

Losses or damages that are a direct or indirect consequence of the following events are also excluded from the scope of this coverage:

- c) directly and exclusively due to construction, assembly or tuning faulty, material defects, poor maintenance or servicing of the Household Charging Equipment and/or Charging Cables;
- d) caused by Natural Phenomena, Landslides, and Fire/Lightning/Explosion;
- e) derived from electrical problems;
- f) which result in loss of profits, loss of benefits or income, for the lessee, or arising from deprivation of use, replacement costs, depreciation, natural wear and tear or consumption of the Domestic Charging Equipment and the Charging Cables; caused, intentionally or voluntarily, by the Policyholder, the Insured Person, the Driver, the other occupants, or by a person or animal living with any of them or for whom any of them is liable under civil law; caused by objects being transported or during loading and unloading operations, as well as damage caused to objects and goods being transported in the insured vehicle, even if they are the property of the corresponding passengers.

### 3. Territorial Scope

The guarantees covered by this Special Condition are limited to the territory of mainland Portugal and the Autonomous Regions of Madeira and the Azores.

### 4. Special Conditions

Cover e-Charge	Sum insured	Deductible	Annual occurrences
<b>1. Domestic Charging Equipment</b> Maximum compensation limit as a result of: - Crash - Theft or Robbery - Acts of Vandalism	<b>3.000€ / event</b>	<b>250€ / event</b>	<b>3</b>
<b>2. Charging cables</b> Maximum compensation limit as a result of: - Theft or Robbery - Acts of Vandalism			

## 5. Several Dispositions

This coverage is hired as a complement to any one of the coverages for "Crash, Collision, Overturn", "Theft or Robbery" and "Fire, Lightning or Explosion" of the Insured Vehicle, and shall end automatically when the others are ended.

Whatever is not identified in this special condition, in the applicable part, the General Conditions of the Automobile Insurance Policy and the Special Conditions in 1 above will apply.

## 9 – Guaranteed Auto Protection

### 1. Coverage Scope

This present coverage, whenever hired by operational or financial rental companies, guarantees the damages in events covered by any of the Special Conditions "Crash, Collision and Overturn", "Fire, Lightning or Explosion" and "Theft or Robbery", in which Total Loss is given to the insured vehicle and the resulting value for the indemnification from one of the coverage is not enough to cover the financial value of the vehicle as identified in the books of the policyholder at the time of the event.

### 2. Insurance Value

The insurance capital results from the difference between the indemnification value calculated on what is set in these special conditions and the financial value of the insured vehicle at the time of the event. Other limits may be hired when identified in the Particular Conditions of the Policy.

### 3. Exclusions

This coverage does not include damages caused by:

- a) Theft or robbery or unauthorized use of the vehicle whose authors or accomplices are persons who live with the owner of the vehicle, with the driver, with the policyholder or with the insured person, as well as their partners or dependents;
- b) Theft or robbery or unauthorized use of the vehicle not notified to competent police authorities;

Also excluded are the damages covered by exclusions identified in Clause 5 of the General Conditions of the Compulsory Automobile Insurance and by those established in the Special Conditions mentioned in 1 above.

### 4. Several Dispositions

This coverage is hired as a complement to any one of the coverage for "Crash, Collision, Overturn", "Theft or Robbery" and "Fire, Lightning or Explosion", and shall end automatically when the others are ended.

Whatever is not identified in this special condition, in the applicable part, the General Conditions of the Automobile Insurance Policy and the Special Conditions in 1 above will apply.

## 10 – Personal Indemnity

### 1. Definitions

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

Insured Person - Person whose life, health and physical integrity are insured, being included in such concept:

- a) Policyholder, in case of a natural person;
- b) The driver and other passengers within the vehicle, excluding persons carried on the exterior part of the cabin.

**Road Traffic Accident** - any unforeseen sudden and unexpected event, which takes place in public roads or in private areas with public access, in which the insured vehicle identified in the General Conditions is involved and causes bodily injuries to the Insured Persons that are inside the vehicle, entering or stepping out of the same, or during a travel, or actively working in minor repairs.

## 2. Coverage Scope

This Special Condition guarantees the payment of the indemnity stipulated in the Particular Conditions where, as a consequence of an accident, leads to the following happening to an Insured Persons:

- a) Death;
- b) Permanent disability;
- c) Temporary Total disability in case of hospitalization;
- d) Treatment expenses;
- e) Funeral costs.

The indemnity for the risks of Death or Permanent disability shall only be covered if they occur within two years after the road traffic accident that has caused it.

## 3. Exclusions

Without prejudice to the situations foreseen in Clause 5 of the General Conditions of the Compulsory Automobile Insurance and in Clause 4 of the General Conditions for Optional Car Insurance, the following are also excluded:

- a) Damage as a consequence of injuries suffered in cases where the Insured Persons does not use adequate protection helmets when driving or being transported in motorcycles, motor-bicycle and motorized bicycles;
- b) Damage voluntarily caused by the Insured Persons or by persons to whom they are civilly liable;
- c) Damage caused to persons being transported or driving an insured vehicle in case of robbery or theft, even if they are not aware of the situation, or in case the driver does not have a valid driver license.
- d) Damage caused to the usual driver of the insured vehicle in case he drives or is transported in other vehicle in the event of robbery or theft, even if he is not aware of the situation, or when the driver of the vehicle does not have a valid driver license;
- e) Damage caused as a consequence of radiation or radioactivity;
- f) Damage caused by any natural phenomena when the consequences of such phenomena on the insured vehicle are not covered by the Special Condition Natural Phenomena;
- g) Damage caused by strike action, riots, mutinies or other disturbances of public order, vandalism or terrorism acts, as well as any action performed by any legal authority, as a consequence of measures decided upon such occurrences for the safety of persons and goods, in the event the consequences of such occurrences on the insured vehicle are not covered by the Special Condition Vandalism Acts.

Except as is otherwise expressly agreed in the Particular Conditions, the present Special Condition does not cover damage caused as a consequence of:

- a) Participation in motor sports competitions, rallies and off-road, either in competition or in training;
- b) Transportation of cargo boxes in vehicles.

The guarantee stipulated in subparagraphs a) and b) of the Cover does not include death or permanent disability as a result of:

- a) Suicide or attempted suicide and injuries self-inflicted by the Insured Person;
- b) Bets and challenges;
- c) Perturbations or injuries exclusively of a psychic nature;
- d) Infection by the human immunodeficiency virus (HIV);
- e) Any other diseases when it is not possible to prove, by medical diagnostic, that the same are a direct consequence of the accident covered;
- f) Snow or ice sports;
- g) Motorsports, use of two-wheeled motor vehicles in case the insured vehicle does not belong to this category and use of bicycles on all roads or in acrobatics or skateboards or roller skaters in acrobatics.

#### 4. Obligations of the Policyholder and/or the Insured Person

Should any event occur that operates the guarantees of this contract, the Policyholder and the Insured Person, under penalty of being liable for losses and damages, undertake to:

- a) Take all necessary steps to prevent further damage resulting directly from the accident;
- b) Promote the submission, up to 8 days after the Insured Person has been medically assisted, of the medical statement, indicating the date of hospitalization, the nature and location of the injuries, its diagnosis and the estimate of days remaining in the hospital, along with a possibility of Permanent Disability;
- c) Inform of the injury treatment, up to 8 days after it occurred, by sending the medical statement, indicating the date of hospitalization and release, as well as the possible Permanent Disability;
- d) Deliver, for refund purposes, of the original documentation and all supporting documents of the incurred expenses and covered by the contract.

In case of an accident, the Insured Person undertakes to:

- a) Comply with every medical prescription;
- b) Undergo examinations led by the Insurance Company's designated doctor;
- c) Authorize the attending doctors to provide all relevant information to the Insurance Company's designated doctor.

If the accident resulted in the death of any Insured Person, in addition to the claim of the accident, the death certificate (indicating cause of death) should be sent to the Insurance Company and, when deemed necessary, other supporting documents of the accident and its consequences.

In the case of proven impossibility for the Policyholder to fulfil any of its obligations under this contract, such obligations are to be transferred to who may fulfil them – the Insured Person or heir.

Failure to comply with the abovementioned obligations or omitting the truth in the information provided to the Insurance Company attributes to the person responsible for such obligation liability for losses and damages. In case of breach of the above described obligations, the Insurance Company's liability cease.

#### 5. Disease or Pre-existing condition

If the consequences of an accident are aggravated by disease or sickness existing at that date, the liability of the Insurance Company cannot exceed what would have been if the accident had occurred to a person without that disease or sickness.

#### 6. Insured Amount

The insured amounts are clearly laid down in the Special Conditions and are assigned per Insured Person up to a maximum capacity stated in the driving booklet of the insured vehicle.

For passengers under the age of 14 or reported disable prior to the date of the accident, an indemnity for death is legally limited to the payment of expenses incurred in the repatriation and funeral, without prejudice to the preceding paragraph.

In case of, at the time of the accident, the maximum authorized capacity limit for the insured vehicle is exceeded; the indemnities set out in the Special Conditions to be paid to each person shall be reduced through the following formula:

$$\frac{C \times L}{L1}$$

in which "C" represents the Insured Amount per person, "L" the maximum authorized capacity limit for the insured vehicle and "L1" the real capacity of that same vehicle at the time of the accident.

If, at the time of the accident, the maximum authorized capacity limit for the insured vehicle is exceeded, with minors under the age of 14 among the passengers, one shall apply the formula set out above, in which in respect of L1, each minor shall be accounted as occupying half a seat.

In case of Permanent Disability, the proper indemnity shall derive from applying to the Insured Amount, the coefficients foreseen in the Chapters of the National Disabilities Charter (See Valuation table below), and to the resulting amount added, unless otherwise agreed upon, in the following terms:

a) If the disability exceeds 50%, the indemnity shall be doubled.

## **7. Payment of Indemnities**

### **7.1. Death**

In case of Death of the Insured Person, the Insurance Company shall pay the corresponding Insured Amount to the victim's heirs.

### **7.2. Permanent Disability**

a) In case of Permanent Disability of the Insured Person, the Insurance Company shall pay the corresponding part of the Insured Amount determined by the application of the devaluation coefficients, foreseen in the Chapters of the National Disabilities Charter, to which such value could be increased as provided for in paragraph a) of the Insured Value.

In case of the warranty foreseen in paragraphs a) and b) of the Cover, the award of a permanent disability level equal to or exceeding 75% determines the payment of the full Insured Value for that guarantee.

b) The payment of this indemnity shall be made to the Insured Person.

c) The permanent functional limitations already sustained by the Insured Person, at the date of the accident, shall be taken into consideration when setting the devaluation level of the accident, which shall correspond to the difference between the pre-existing disability and the now existing disability.

d) Regarding the same limb or organ, the total devaluations cannot exceed the amount corresponding to the total loss of that limb or organ.

e) Whenever an accident leads to injuries on more than one limb or organ, the full indemnity shall be obtained by adding the value of the indemnities for each injury, without the total exceeding the Insured Amount.

### **7.3. Temporary Total Disability in case of Hospitalization**

a) In case of Temporary Total Disability forcing the Hospitalization of the Insured Person during 180 days after the date of the accident, the Insurance Company shall pay a daily allowance, set out under the Special Conditions, as long as the hospitalization lasts, notwithstanding paragraph b).

b) The entitlement to a daily allowance shall begin on the 4th day of hospitalization, with a maximum of 180 days, for each period covered by the Policy.

### **7.4. Medical Treatment Expenses**

The Insurance Company shall refund, within the limit fixed for that purpose in the Special Conditions, the expenses covered by this guarantee, to whoever demonstrates having made that payment, by delivering evidentiary documents.

### **7.5. Funeral Expenses**

The Insurance Company shall refund, up to a maximum fixed for that purpose in the Special Conditions, the funeral expenses - including those of moving remains - of the affected Insured Persons, to those who paid the costs, by evidentiary documents, provided that the death occurred during the two years following the accident.

## **8. Subrogation**

The Insurance Company is assigned of all the rights of the Insured Persons against the persons responsible for the accident, until all loss payments are made.

## 9. Coexistence of Contracts

- a) The Policyholder and/or Insured Person undertakes to report to the Insurance Company the existence of other insurance policies covering the same risk, under penalty of liability for losses and damage.
- b) The refund of treatment and funeral expenses, when guaranteed by other insurance contracts, will be made by all the contracts in proportion to their Insured Values.
- c) The indemnities for Death, Permanent Disability and Temporary Total Disability in case of Hospitalization are due and payable regardless of what is set out in other insurance contracts.

## 11 – Roadside assistance

### 1. Definitions

#### For purposes

Insured persons:

- The habitual driver of the vehicle covered;
- The occupants of the insured vehicle where it is involved in an accident, provided that they are travelling free of charge, except for occupants carried as hitchhikers.

### 2. Coverage Scope

#### 2.1. Transport or repatriation of injured or sick persons

If the insured person is injured or suddenly falls sick during the period of validity of the policy, the Insurer shall be responsible for:

- a) the cost of transport by ambulance to the nearest clinic or hospital;
- b) care by its medical team, in cooperation with the doctor attending to the injured or sick person, to determine the best course of treatment to be given and the most appropriate means of any transfer to another more suitable hospital or the patient's home;
- c) the cost of such a transfer by the most appropriate means of transport. If this takes place to a hospital far from the patient's home, the Insurer shall also meet the cost of transport to the home of the insured person.

Whenever warranted by the urgency or seriousness of the case, the means of transport used in Portugal, Europe and countries close to the Mediterranean shall be special air ambulance.

In other cases, transport shall be by commercial aircraft or any other means more appropriate to the circumstances. After consulting the local attending doctor, the Insurer's medical team shall determine the procedure and timing for repatriation based solely on clinical criteria.

#### 2.2. Accompaniment during transport or repatriation for health reasons

Whenever justified by the condition of the insured person to be transported or repatriated for health reasons, after consulting the patient's doctor, the Insurer shall bear the travelling expenses of another insured person present at that time, to accompany the patient.

#### 2.3. Accompaniment of a hospitalized insured person

Whenever an insured person is hospitalized and their condition is not conducive to immediate repatriation or return, the Insurer shall bear the cost of any additional hotel stay by a family member or person present at the time and designated by the patient, to remain with the patient, up to the ceiling set forth in the Particular Conditions.

#### 2.4 Return ticket and associated stay for a family member

If the insured person is hospitalized for more than 10 days and if it is not possible to invoke the cover provided for in section 3 of this Article, the Insurer shall bear the expenses incurred by a family member for the purchase of a return ticket, first-class by train or tourist class by air, from Portugal, in order to accompany the patient, plus any subsistence expenses up to the ceiling set forth in the Particular Conditions.

## **2.5. Extension of hotel stay**

If, in the aftermath of an illness or accident, the condition of the insured person does not justify hospitalization or transport for health reasons, and the patient cannot return on the date originally planned, the Insurer shall bear any expenses actually incurred for a hotel stay by the patient and one accompanying person, up to the ceiling set forth in the Particular Conditions.

If permitted by the state of health of the insured person, the Insurer shall arrange for the return of the patient and of any accompanying person in the event of their being unable to return by the means originally planned.

## **2.6 Transport or repatriation of insured Persons**

If one or more insured persons have been repatriated or transported following illness or an accident, in accordance with the cover provided for under section 1 of this Article, and if for this reason it is not possible for the others to return home by the means originally planned, the Insurer shall bear the costs of transporting them home or to the place where the insured person transported or repatriated is hospitalized. If the insured persons are minors, aged under 15, and have no family member or trustworthy person to accompany them on the journey, the Insurer shall bear the expenses incurred by a person travelling with them to their home or the place where the insured person is hospitalized.

## **2.7. Medical, surgical, pharmaceutical or hospital expenses abroad**

If, as a result of accident or sudden illness occurring abroad during the period of validity of the policy, the insured person requires medical, surgical, pharmaceutical or hospital attention, the Insurer shall refund the cost of the following, on presentation of supporting documents, up to the ceiling set forth in the Particular Conditions:

- a) medical and surgical expenses and fees;
- b) costs of pharmaceutical products prescribed by a doctor;
- c) hospitalization expenses.

## **2.8. Transport or repatriation of deceased persons and accompanying insured**

The Insurer shall bear the expenses of all formalities to be carried out at the place where an insured person dies, and those relating to their transport or repatriation to the place of burial in Portugal. Where insured persons accompanying the person at the time of his or her decease are unable to return by the means originally planned, or where it is impossible to use a transport ticket already purchased, the Insurer shall meet the cost of returning them to their habitual residence or to the place of burial in Portugal.

If the insured persons are minors, aged under 15, and have no family member or trustworthy person to accompany them on the journey, the Insurer shall bear the expenses incurred by a person travelling with them to the place of burial or to their home in Portugal.

If for administrative reasons it is necessary to inter the deceased locally, either provisionally or definitively, the Insurer shall bear the expenses of transporting a family member, if none is already present, offering them a return ticket, first-class by train or tourist class by air, in order to travel from their home to the place of burial, also paying their subsistence expenses for the stay, up to the ceiling set forth in the Particular Conditions.

## **2.9. Early return**

If during a journey the death takes place of the insured person's spouse or a person with whom they live on a permanent basis, or a relative in the ascending or descending line up to the second degree, adopted children, siblings, parents- brothers- or sisters-in-law, and if the means of travel used or the ticket purchased for the journey does not enable them to return early, the Insurer shall bear the expenses of the journey, first-class by train or tourist class by air, from the place of the stay to their home or the place of burial in Portugal.

This cover shall apply even if the insured person's spouse or person with whom they live on a permanent basis, or relative in the ascending or descending line up to the second degree, sustains an accident or unforeseeable illness in Portugal that is severe presence, to be confirmed by Insurer's doctor after contacting the attendant doctor. If, as a consequence of the premature arrival, it is essential to return to the place where the insured person is staying to enable the return of the vehicle or other insured persons by the means originally planned, the Insurer shall arrange passage for them, using the above-mentioned means, and shall bear the costs thereof.

### **2.10. Theft or robbery of baggage abroad**

In the event of theft of baggage and/or personal effects, the Insurer shall, on request, assist the insured person with the statement to be made to the authorities. If the property stolen, lost or mislaid is recovered, the Insurer shall be responsible for sending it to the place where the insured person is staying or to their home, provided that it is properly packed and transportable, up to a maximum weight of 100 kg.

### **2.11. Advance of funds abroad**

Where baggage or cash is stolen or lost and not recovered within 24 hours, the Insurer shall loan or advance the funds required to replace the missing goods up to the ceiling set forth in the Particular Conditions. The same cover is provided if the insured vehicle breaks down or is involved in an accident and funds are needed to repair it.

Any such amounts advanced shall be previously warranted and shall be repaid to the Insurer within 60 days.

### **2.12. Transmission of messages**

The Insurer shall handle the transmission of urgent messages on request of the insured person as a result of the occurrence of any event covered by this policy.

## **3. Exclusions**

Without prejudice to the provisions of the General Conditions, the Insurer shall not be responsible for meeting costs related to the following:

- a. medical, surgical and hospitalization expenses incurred in Portugal;
- b. accidents occurring as a result of the practice of competitive, winter or high-risk sports such as skiing, parachuting, mountaineering, martial arts or other high-risk sports, or training for competition and wagers;
- c. births or complications due to pregnancy, unless these are unforeseeable during the first six months;
- d. the cost of funerals, tombs, coffins or funeral ceremonies;
- e. the cost of prostheses, spectacles, contact lenses or similar;
- f. expenses relating to non-urgent physiotherapy;
- g. damage suffered by insured persons as a result of insanity or when under the influence of alcohol, in accordance with the legislation in force on driving a motor vehicle or after taking drugs or narcotics without a medical prescription;
- h. repatriation in cases of infectious or contagious diseases posing a threat to public health, in line with the technical guidelines issued by the W.H.O.

## **4. Duration**

Without prejudice to the provisions of Article 5 of the General Conditions, the cover relating to each subscription shall automatically expire on the date on which the member ceases to have their habitual residence in Portugal, or if their stay abroad lasts for more than 60 days per journey or trip, or on the date on which the relationship for that subscription ceases.

## **5. Territorial Scope**

5.1. The cover applies worldwide, except as stipulated in the Particular Conditions.

5.2. The cover described in this contract shall not apply in countries where, for reasons of force majeure not attributable to the Insurer, it proves impossible to provide the services arising from this contract.

## **6. Refund of Unused Transport Tickets**

Insured persons using the transport services provided for under this contract must take all reasonable steps to recover the value of unused transport tickets and pay any amounts recovered to the Insurer.

## **7. Other Insurance**

The foreseen benefits and indemnities are paid in excess and in addition to other insurance contracts that already exist and cover the same risks.

The insured person is obligated to carry out all the necessary steps to obtain those benefits and to return them to the Insurer in the event and to the extent that the latter has advanced them, as well as the contributions from Social Security or any other institution to which it has right.

## 8. Particular Conditions

Cover	Sum insured
Transport or repatriation of injured or sick persons Indemnity ceiling	Unlimited
Accompaniment during transport or repatriation for health reasons Indemnity ceiling	Unlimited
Accompaniment of a hospitalized insured person / Indemnity ceilings: Per day Maximum indemnity	40 € 400€
Return transport ticket and associated stay for a family member indemnity ceiling: Transport Stay (per day) Maximum indemnity	Unlimited 40 € 400€
Extension of hotel stay / Indemnity ceilings: Stay: Per day Maximum indemnity	40 € 400€
Transport or repatriation of insured persons	Unlimited
Medical, surgical, pharmaceutical or hospital expenses incurred abroad Indemnity ceilings: Per insured person per journey	3000 €
Transport or repatriation of deceased persons and accompanying insured persons Indemnity ceilings: Transport Stay (per day) Maximum indemnity	Unlimited 40 € 240€
Early return / Indemnity ceiling	Unlimited
Theft of baggage abroad / Indemnity ceiling	Unlimited
Advance of funds abroad / Ceiling of advance	1500 €
Transmission of messages / Indemnity ceiling	Unlimited

## 9. Countries covered by personal assistance services

### Europe and countries of the Mediterranean basin

Albania	Algeria	Liechtenstein	Romania
Andorra	Angola	Lithuania	Russia
Austria	France	Djibouti	San Marino
Belarus	Germany	Dominica	Slovakia
Belgium	Gibraltar	Luxembourg	Slovenia
Bulgaria	Greece	Macedonia	Spain
Croatia	Greenland	Malta	Sweden
Cyprus	Hungary	Monaco	Switzerland
Czech Republic	Iceland	Morocco	Tunisia
Denmark	Ireland	Netherlands	Turkey
Estonia	Israel	Norway	Ukraine
Faeroe islands	Italy	Poland	United Kingdom
Finland	Latvia	Portugal	Vatican City

### Rest of the World

Anguilla	Egypt	Maldives	Singapore
Antigua and Barbuda	El Salvador	Mali	South Africa
Argentina	Equator	Martinique	South Korea
Armenia	Equatorial Guinea	Mauritania	Sri Lanka
Aruba	Eritrea	Mayotte	Sudan
Australia	Ethiopia	Mexico	Surinam
Azerbaijan	Fiji	Moldova	Svalbard and Jan Mayen
Bahamas	French Guiana	Mongolia	Swaziland
Bahrain	French Polynesia	Montserrat	Syria
Bangladesh	Gabon	Mozambique	Taiwan
Barbados	Georgia	Myanmar	Tajikistan
Belize	Ghana	Namibia	Tanzania
Benin	Granada	Nepal	Thailand
Bermudas	Guadeloupe	Netherlands Antilles	The Gambia
Bhutan	Guam	New Caledonia	Togo
Bolivia	Guatemala	New Zealand	Trinidad & Tobago
Botswana	Guinea	Nicaragua	Turkmenistan
Brazil	Guinea-Bissau	Niger	Turks and Caicos
British Virgin Islands	Guyana	Nigeria	Uganda
Brunei	Haiti	Norfolk Island	United Arab Emirates
Darussalam	Honduras	North Korea	United States
Burkina Faso	Hong-Kong	Northern Mariana Islands	Uruguay
Burundi	India	Oman	Us Virgin Islands
Cambodia	Indonesia	Pakistan	Uzbekistan
Cameroon	Iran	Panama	Venezuela
Canada	Iraq	Papua New Guinea	Vietnam
Cape Verde	Jamaica	Paraguay	Yemen
Cayman Islands	Japan	Peru	Zaire
Central African Republic	Jordan	Philippines	Zambia
Chad	Kazakhstan	Puerto Rico	Zimbabwe
Chile	Kenya	Qatar	
China	Kuwait	Reunion	
Colombia	Kyrgyzstan	Saint Kitts and Nevis	
Comoros	Laos	Saint Lucia	
Congo	Lebanon	Saint-Pierre and Miquelon	
Cook Islands	Lesotho	Samoa	
Costa Rica	Liberia	São Tomé and Príncipe	
Côte d'Ivoire	Madagascar	Saudi Arabia	
Cuba	Malawi	Senegal	
Dominican Republic	Malaysia	Seychelles	
		Sierra Leone	

## Special Condition – Assistance to Vehicles and Their Occupants

### 1. Definitions

**Insured Person** - the habitual driver of the vehicle insured, resident in Portugal, indicated to the Insurer by the Insured.

**Insured Vehicle** - light or mixed-use motor vehicle with a gross weight of less than 3,500 kg (including any trailer), belonging to the member, identified to the Insurer by the Insured, in the event of breakdown, accident or theft.

**Insured Persons** - occupants of the insured vehicles travelling free of charge, in the event of accident, breakdown or theft.

### 2. Coverage Scope

#### 2.1. Roadside repair or towing of vehicle (including removal)

In the event of breakdown, accident, flat tire, lack or wrong type of fuel, loss or theft of keys or battery failure of the insured vehicle, preventing it from moving independently, the Insurer shall organize assistance from an expert mechanic, shall bear the associated travelling expenses and if the repair cannot be carried out at the roadside, shall ensure that the vehicle is towed from the place it was immobilized to the nearest dealership of the maker.

#### 2.2. Transport or repatriation of the vehicle and garaging

Where, as a consequence of breakdown or accident, the insured vehicle requires repairs involving more than four hours of work on the basis of the maker's price list, or in the event of theft where it is recovered only after the return of the insured person, but before six months have elapsed since the date of the theft, the Insurer shall bear:

- a) the cost of transporting the vehicle to a dealership of the maker near to the home or business premises of the Insured Person, organizing and taking care of said transport and repatriation;
- b) the cost of collection of the vehicle in relation to this cover.

Where the repair costs, as estimated by the garage of the place where the accident occurred, exceed the vehicle's market value in Portugal, the Insurer shall not be obliged to repatriate the vehicle, but shall bear the costs of legally disposing of it.

#### 2.3. Transport, repatriation or continuation of journey by the occupants of a vehicle involved in an accident, broken down or stolen

Whenever, following a breakdown or accident, the vehicle cannot be repaired within four hours, and the cover provided for in number 4 of this Article has not been invoked, or in the event of the vehicle being stolen, the Insurer shall bear the cost of transporting the insured person and occupants of the vehicle to a rental company having an agreement with the Lease Plan, to their home or to the destination of the journey, provided that the costs of the latter do not exceed those of the former.

#### 2.4. Cost of a hotel stay while waiting for the vehicle to be repaired

Where the vehicle has broken down or been involved in an accident and cannot be repaired the same day and the cover provided for in number 3 of this Article has not been invoked, the Insurer shall bear the cost of the insured persons staying in a hotel where not initially planned, up to the limit set forth in the Particular Conditions.

#### 2.5. Transport expenses for recovering the insured vehicle

Where the vehicle has been repaired at the place where the accident or breakdown occurred and cover No 2 or 4 has not been invoked, or if it is stolen and subsequently found in good working order and in safety, the Insurer shall bear the cost of the designated driver travelling, first-class by train or tourist class by air, from his home to the place where the vehicle has been repaired or recovered.

Alternatively, the Insurer shall provide a driver to bring the vehicle home.

## **2.6. Sending of professional driver**

Where the insured person has been transported or repatriated as a result of illness, accident or death, or is incapable of driving and none of the other occupants can drive in his place, the Insurer shall provide a professional driver to bring the vehicle and its occupants to their home in Portugal or, on request, to the place of destination, provided that the number of days required to reach it does not exceed those required to return home.

The Insurer shall be solely responsible for the driver's expenses, specifically food, transport, lodging and remuneration, to the exclusion of any others.

## **2.7. Shipment of replacement parts**

Where they cannot be obtained in the place where the accident or breakdown occurred, the Insurer shall ship, by the most appropriate means, the parts needed to repair the insured vehicle. The Insurer shall bear the transport costs only. The insured person shall reimburse the Insurer for the cost of the parts plus any associated customs duties.

Where the parts have to be shipped abroad as a matter of urgency, they shall be transported to the airport customs nearest to the insured person's location.

The Insurer shall also bear any costs, up to the limit of the price of a first-class rail ticket, of picking up the said parts.

## **2.8. Return of baggage**

Where insured persons are repatriated, the Insurer shall be responsible for the return of their baggage and personal effects, up to a limit of 100 kg per vehicle, if they are properly packed and transportable.

## **2.9. Legal defense and claims abroad**

2.9.1 The Insurer undertakes to provide a defense for the Insured person in any court against any charge of manslaughter or unintentional injuries, culpable damage or traffic offences as a consequence of owning, keeping or using the insured vehicle.

2.9.2 The Insurer further undertakes to:

- a) claim financial compensation for bodily harm and/or material damage suffered by the insured - person provided that it results from an accident involving the insured vehicle and that it is the - responsibility of someone other than the insured person or any person insured under the policy;
- b) to give assistance to the insured person in the event of disputes with owners of garages or motor repair workshops.

2.9.3 The Insurer shall be responsible for handling all formalities, negotiations and proceedings, selecting its own loss adjusters, doctors, advisers, lawyers, etc.

The insured person may nevertheless have recourse to experts or advisers of his own choice and at his own expense.

2.9.4 The Insurer shall not take legal action or have recourse to a court judgment where:

- a) it considers that there are insufficient chances of success;
- b) according to information received, the third party held responsible is insolvent;
- c) the value of the damage does not exceed the amount set forth in the Particular Conditions;
- d) the other party makes a fair and sufficient offer;
- e) damage is suffered by insured persons as a result of insanity or when under the influence of alcohol, according to legislation applicable to the driving of a motor vehicle, or after taking drugs or narcotics without a medical prescription.

However, in the cases provided for in items a), b) and d), the insured person may take legal action or prosecute at his own expense. Should he win the case, the Insurer shall refund the value of his legitimate expenses.

## **2.10 Advance of bail bond abroad**

2.10.1 Court costs - The Insurer shall provide, by way of an advance, any bonds required of the policyholder or the driver of the insured vehicle, as surety for court costs in criminal proceedings brought against him following a road accident involving the insured vehicle, up to the ceiling set forth in the Particular Conditions.

2.10.2 Conditional liberty - The Insurer shall also provide, by way of an advance, and up to the stipulated ceiling, any surety required to grant him bail or guarantee a court appearance as a result of criminal proceedings following a road accident involving the insured vehicle.

2.10.3 The Insurer shall be reimbursed for any such advances, whether for court costs or bail bond, within three months or immediately they are returned by the court, whichever occurs first.

At the same time as the Insurer provides the bond, the insured person shall sign a document acknowledging the debt or offer sufficient security in the event that, through his own fault, the bond is broken or lost.

### **3. Exclusions**

Without prejudice to the provisions of the General Conditions, the Insurer shall not be responsible for providing services for:

- a) accidents occurring as a result of the practice of competitive sports, or training for competition and wagers;
- b) hotel and restaurant expenses not covered by the insurance, taxis, repairs, theft of the vehicle's accessories and payment of fines, fuel and tolls where a hired vehicle is provided;
- c) special conditions for transporting the vehicle's load;
- d) accidents occurring while the vehicle is driven by a person not legally entitled to do so;
- e) immobilization for maintenance;
- f) repeated breakdowns due to the non-repair of the vehicle after an initial intervention by the Insurer;
- g) vehicles designed for public service or short-term hire.

### **4. Duration**

Without prejudice to the provisions of Article 5 of the General Conditions, the cover relating to each subscriber shall automatically expire on the date on which he ceases to have his habitual residence in Portugal, or on the date on which the relationship for that subscription ceases. It shall also expire for each insured vehicle on the date of sale thereof.

### **5. Territorial Scope**

The cover applies in Europe and the Mediterranean basin, except as set forth in the Particular Conditions.

### **6. Refund of Unused Transport Tickets**

Insured persons using the transport services provided for under this contract must take all reasonable steps to recover the amount of unused transport tickets and pay any amounts recovered to the Insurer.

### **7. Other Insurance**

The payments and indemnities provided for herein shall be paid over and above and in addition to any other existing insurance policies covering the same risks.

The insured person and/or subscriber hereby undertake to take all reasonable steps to obtain such sums and to return them to the Insurer if and to the extent that it has advanced them.

## 8. Special Conditions

Assistance to Vehicles - Cover	Sum insured
Roadside repair or towing of the vehicle Indemnity ceiling	Unlimited
Transport or repatriation of the vehicle and collection / Indemnity ceilings: • Transport • Garaging	Unlimited Unlimited
Transport, repatriation, or continuation of journey by the occupants of a vehicle involved in an accident, broken down or stolen / Indemnity ceiling	Unlimited
Costs of a hotel stay while waiting for the vehicle to be repaired Indemnity ceilings: • Per day, per person • Maximum limit	60 € 180 €
Transport expenses for recovering the insured vehicle Indemnity ceiling	Unlimited
Sending of professional driver Indemnity ceiling	Unlimited
Shipment of replacement parts Indemnity ceiling	Unlimited
Return of baggage (up to 100 Kg per vehicle) Indemnity ceiling	Unlimited
Legal defence and claims abroad / Indemnity ceilings: Defence of insured person • Legal Claim • Minimum for filing legal action abroad	Unlimited Unlimited 500€
Advance of bail bond abroad / Ceilings of advances: • Legal costs • Conditional liberty	750 € 2500 €

### Countries covered by vehicles assistance services

Albania	Finland	Liechtenstein	Russia
Andorra	France	Lithuania	San Marino
Austria	Germany	Luxembourg	Slovakia
Belarus	Gibraltar	Macedonia	Slovenia
Belgium	Greece	Malta	Spain
Bulgaria	Greenland	Monaco	Sweden
Croatia	Hungary	Morocco	Switzerland
Cyprus	Iceland	Netherlands	Tunisia
Czech Republic	Ireland	Norway	Turkey
Denmark	Israel	Poland	Ukraine
Estonia	Italy	Portugal	United Kingdom
Faeroe Islands	Latvia	Romania	Vatican City

## 12 – Legal Protection

### 1. Definitions

**Insured Persons** - The following may be included as Insured Persons under this contract:

- a) The driver of the insured vehicle, provided that evidence of the Policyholder's consent is produced;
- b) All passengers of the insured vehicle, in case same is involved in an accident, provided that evidence of the Policyholder's consent is produced;

Hitchhikers are excluded from the guarantees of assistance.

**Insured Vehicle** - the vehicle indicated by the Policyholder to the Insurance Company, provided that same is a passenger vehicle, as defined by the Highway Code, and it is registered in Portugal.

Vehicles for the transport of animals, public service or short-term rental, such as ambulances, taxis, driving school vehicles and hearses are excluded.

**Road Traffic Accident** - any unforeseen event, anomalous and that causes damages due to the circulation of the vehicle on public roads or roads of public access of vehicles, people or animals.

**Insured Event** - an offence that affects the health and/or the property of the Insured Persons and/or Third Party.

**Litigation** - a conflict between the Insured Persons and a Third Party due to an accident covered by this Policy which may lead to judicial, arbitration or administrative settlement.

**Third-Party** - a corporation, individual or legal entity other than the Insurance Company, Policyholder, Underwriter, and Insured Persons that is involved in an accident covered by this Policy, being the active or passive part, depending on the case.

### 2. Duration

Without prejudice to the General Conditions, the guarantees, in respect of each subscription, shall terminate automatically on the date that:

- a) The contractual obligation which established the subscription is ceased;
- b) The Insured Person no longer has a fixed and tax residence in Portugal;
- c) The Insured Person commences regular work abroad.

### 3. Complementary

The benefits and compensation provided are paid in excess and in addition to other existing insurance contracts covering the same risks.

The Insured Persons undertake to take all necessary steps to obtain the reimbursements provided for by those contracts and return them to the Insurance Company (or party nominated by them), if and insofar as same has advanced the benefits.

The Insured Persons shall proceed in the same manner with regard making contributions from Social Security or to any other institution to which they are entitled.

### 4. Resolution of Disputes Between the Parties

Any dispute between the Insured Persons the Insured and the Insurance Company arising from this contract shall be always settled by recourse to arbitration under the terms of the law in force, applying the Rules of the Arbitration Law. The preceding paragraph shall not negatively affect the right of the Insured, or Insured Persons of taking legal action or lodging appeals against the opinion of the Insurance Company, at their own expenses, and they shall be reimbursed in the event that a more favourable decision is obtained by these means.

## 5. Choice of Law

This section shall be ruled by the Portuguese Law.

## 6. Jurisdiction

Any dispute arising from this section shall be determined by the District Court of Lisbon.

## 7. Object of The Insurance

7.1. If this cover is applicable, the Insurance Company guarantees to the Insured Person the provision of Legal Protection Services as defined in this Policy, as well as the payment of the following expenses which may be incurred due to judicial, arbitration or administrative proceedings taking into consideration the limits, terms and conditions set forth in the Special and Particular Conditions of this Policy:

- a) Fees of Lawyers or Solicitors with a valid registration in their respective Professional Associations;
- b) Costs, legal fees and other expenses arising from judicial, arbitration or administrative intervention;
- c) Fees and expenses of experts appointed by the Courts.

7.2. It is also guaranteed the advance payment of bail, as a loan, in order to ensure the provisional release of the Insured Persons, their attendance at hearings or to meet other procedural obligations, provided that the replacement of such financial guarantee by another procedurally acceptable means had previously been requested and evidence that same had been rejected is produced.

7.3. The use of the coverage established in the preceding paragraph is subject to the provision of suitable guarantees by the Insured Person to the Insurance Company and any and all amount advanced by the later shall be reimbursed within a maximum period of three months from the date of the advance payment or as soon as same is refunded by the Court, whichever event occurs first.

7.4. Any payment made by the Insurance Company under this Policy is always subject to the submission of the original hard copy of the respective documentary evidence.

## 8. Guarantees

8.1. The Insurance Company undertakes to provide the Insured Persons with Legal Protection and cover the costs of their defense and representation in the following cases, under the terms and limitations specified in other conditions of this Policy:

- a) Criminal defense in the event that the Insured Person is a Defendant in criminal proceedings on suspicion of involuntary manslaughter or involuntary bodily harm, resulting from violation of the laws and road traffic rules, by virtue of ownership, custody or use of insured vehicle and following an accident that occurred during the period of the validity of the policy;
- b) A civil claim of monetary compensation for personal injury and/or property damages suffered by the Insured Person, provided that it is a result of an accident which falls into the scope of Automobile Civil Liability, which the insured vehicle is involved in and is of the responsibility of a person other than the Policyholder or any other Insured Person under this Policy;
- c) Assist the Insured Person in case of defective repairs of the insured vehicle following a road traffic accident with the vehicle whenever the accident and the repairs have been carried out in Portugal;
- d) Advance payment of bail, as a loan, in order to ensure the provisional release of the Insured Persons, their attendance at hearings or to meet other procedural obligations.

8.2. All amounts provided in point d) of paragraph 1 of this Article shall be reimbursed to the Insurance Company within a maximum of three months or shortly after its restitution by the Court, whichever occurs first.

8.3. In addition to other exemptions set forth in this Policy, this cover will not indemnify the costs of a lawsuit or appeal to a Court Order when:

- a) Considering that same is not likely to have a successful outcome;
- b) The insurance company has obtained information and is aware that the Third Party held responsible is insolvent;
- c) The value of the damage does not exceed the minimum amount to take action;
- d) A proposal made by the Third-Party or its Insurer is considered to be fair and adequate;
- e) In case of disputes arising from accident or defective repairs of the insured vehicle abroad.

8.4. In relation to the cases referred to in points a) and d) above, the Insured Persons can still initiate or continue an action at their own expense, and should they win, the costs of same shall be reimbursed by the Legal Protection cover for legitimate expenses incurred within the limits under this Policy after such Award becomes final.

## 9. Special Condition

Legal Protection Guarantees	Sum insured
<b>1. Maximum limit for compensation per annuity</b>	6000 €
<b>2. Limit of compensation as a result of a road traffic accident</b>	
Maximum limit per claim	3000 €
Lawyers and/or solicitors' fees	1250 € (Max./accident)
Legal Costs of proceedings	1750 €
Costs of expert reports	1250 €
<b>3. Deposit of guarantees in cash, bank guarantee or guarantee insurance:</b>	
Guarantees for costs and preparation	750 €
Bail funds	3000 €
<b>4. Limits of Compensation in case of defective repair of the vehicle:</b>	
Maximum limit per annuity	2000 €
Lawyers and/or solicitors' fees	1000 € (Max./accident)
Legal Costs of proceedings and expert reports	1250 €

## 10. Procedures in the Event of an Accident

10.1. In order to start the claim process, the Insured Person must inform the Insurance Company of the Automobile Civil Liability accident and request the intervention of the Insurance Company within 6 months from the date of the accident, except in the event of proven Force Majeure.

10.2. The Insured Persons have the right to freely choose a lawyer or solicitor, with a valid registration in their professional association, to freely represent and defend their interests under the guarantees provided for in this Policy, with complete freedom to conduct the matters entrusted to them.

10.3. The Insured Persons have the right to include other consultants or experts in their representation or defense at their own expenses, provided that such inclusion is accepted by the Insurance Company.

10.4. Without prejudice to the preceding Articles, it is the Insurance Company's responsibility to direct all diligence, negotiations and procedures prior to the acceptance of the intervention of the Lawyers or Solicitors chosen by the Policyholder, Insured Person or Underwriter, as well as the assessment of the feasibility and classification in the coverage of this Policy of the intention presented.

10.5. In case of criminal defense, the Insured Person must start the claim process in the first five days immediately following the receipt of any communication from the competent authorities involving them as a Defendant in any criminal proceedings.

10.6. In case of a civil claim for monetary compensation for damages, the Insured Persons ~ shall provide evidence that they had previously made a claim against the Third Party, their insurance company or related entity and obtained a negative answer to the claim, except if between the date of the formal claim and the date of the use of this coverage more than 45 days had elapsed and the authority against which the claim was placed had not formalized their position in relation to the claim.

10.7. In case of advance payment of bail, the Insured Person shall provide documentary evidence that they had previously requested a replacement for this type of monetary guarantee by another procedurally acceptable means and that same had been denied and to provide suitable and sufficient guarantees which are necessary due to the amount in question.

10.8. Once the handling of the claim has been accepted, the Insurance Company shall take, exclusively, the steps it deems necessary and appropriate in composing extrajudicial dispute in order to obtain, with the consent of the Insured Person, a solution that safeguards the legitimate claim sustained by them and shall use legal remedies, as provided in this Policy, when considering unfeasible the extrajudicial settlement of the claim.

10.9 In all cases, the Insured Persons are obliged to notify the Insurance Company of all judgments or arbitration awards made, within a maximum of 5 days from the date they became aware of same and at least 5 days before the date on which their right of appeal precludes, wherever applicable, as well as the content of all settlement proposals submitted to them before intervention, or in the course of their judicial or arbitral proceedings. The Insurance Company may object to the intervention or to the pursuance of the proceedings whenever it believes same to be impracticable or that a proposal is fair and appropriate.

## 11. Exclusions

In addition to the exclusions described in the General Conditions and all others arising from these Special Conditions the costs or benefits in relation to the following are also excluded:

- a) Services that are not explicitly covered in the guarantees described above;
- b) The claims involving disputes between the Policyholder, the Insured Persons and/or the Insurance Company, between them, without prejudice to the provisions of these General Conditions regarding the Resolution of Disputes between the Parties;
- c) The claims involving disputes between the Insured Persons and/or between them and their families, including relatives in the ascending or descending line, up to the first degree, adopted, stepchildren, related collaterally or by affinity up to the third degree, as well as people who are dependent and/or live with them;
- d) Amounts related to taxes, fees, penalties, fines, sanctions and respective interests, payable by the Policyholder, Insurance Company, Insured Persons and/or their legal representatives by virtue of processes or procedures covered by this Policy;
- e) Travel and accommodation expenses of the Policyholder, Insurance Company, Insured Persons and their legal representatives in procedure or proceedings arising out of the countries of residence or of the business address of the legal representatives appointed;
- f) All expenses and fees relating to acts or services that occurred prior to the Insurance Company confirming the full activation of the guarantees provided for in this Policy;
- g) Accident occurring when the insured vehicle is manned by a person without legal authorization to do so or with a suspended legal authorization;
- h) Accidents occurring when the insured vehicle is used in an industrial or agricultural work in restricted areas where these activities are being carried out;
- i) Accidents occurring when the insured vehicle is used in breakdown and recovery services;
- j) Accidents resulting from the circulation in places that are not deemed adequate and accessible to circulation of the insured vehicle;
- k) Accidents caused by fall of buildings or parts of buildings, and other movable or objects of any nature, coming from properties adjacent to public roads or roads of public access;
- l) Accidents arising from damage, theft or robbery of the insured vehicle;
- m) Accidents arising from rescue operations;

- n) Accidents occurred during or as a result of motor sports and races in general, either in competition itself or in training, bets or challenges;
- o) Accidents occurred while travelling with the insured vehicle outside Portugal;
- p) Unavailability to have repairs carried out;
- q) Administrative infringement proceedings.

## 12. Territorial

### Scope

The guarantees provided for in this section are only valid in Portugal.

## 13 – Mobility Guarantee

### 1. Definitions

For the purposes of this cover:

**Deductibles:** means the fixed value, in the event of a Claim, for which the Policyholder remains liable, as stipulated in the special terms and conditions, although with no entitlement to object to third parties.

**Claim:** means an event or set of events resulting from a single cause that is susceptible to bringing into effect the guarantees under the contract.

**Negligence:** means omission of the duty of diligence, where required diligence is that taken by a reasonable person in the same circumstances. It refers to acts in which the agent, foreseeing an illicit result as a possibility, fails to take the necessary precautions to avoid it, acting without due care and prudence, or situations in which the agent fails to see the harmful result, either because of oversight or carelessness, when such result was to be expected if due care and consideration had been taken (e.g. changes of fuel when refilling, damage caused by overheating, engine seizures having failed to immobilize the vehicle, damage caused by failure to comply with the manufacturer's service schedule, etc.).

**Financially Unviable:** when repair is possible but the cost would exceed the financial value of the vehicle, in accordance with the lessor's records.

When repair is not materially possible or technically advisable if the applicable safety requirements are to be met.

### 2. Coverage Scope

This Optional extension covers the risks derived from the negligent use thereof, in accordance with the ambit of cover and corresponding exclusions. The following are thus guaranteed:

Damage caused to the vehicle in consequence of its use, including damage caused or worsened by the driver's negligence, particularly damage to:

- a) Fore carriage and rear carriage;
- b) Braking system;
- c) Engine;
- d) Fuel and injection system;
- e) Exhaust system;
- f) Gear shift/transmission;
- g) Climate-control system (air-conditioning and heating);
- h) Electrical and electronic systems;
- i) Factory-built accessories and equipment or those included under "Options" in the Contract between Ayvens and the client.

This extension guarantees, in relation to damage occurring within the territorial ambit set out in clause 3 herein, the obligation to provide compensation, within the limits and terms and conditions agreed, for Mobility Guarantee.

### 3. Exclusions

Damage caused to the following components of the vehicle is excluded from this cover:

- a) Bodywork and Interiors;
- b) Batteries for Electric Vehicles
- c) Any Accessories or Equipment that is not factory-installed or not listed in the “Options” in the contract between Ayvens and the client. Further excluded is any equipment subsequently applied by the client as part of his professional activities, such as:
  - refrigeration equipment;
  - cranes;
  - pulleys;
  - lift platforms;
  - hydraulic pumps;
  - Others.
- d) Clutch and flywheel kits.

Further excluded from the ambit of this cover is any damage or damages caused directly or indirectly by the following events:

- a. damage cause by the action of Crash, Collision and Overturn, Natural Phenomena, Landslides, Acts of Vandalism, Social and Political Risks (strikes and riots), Acts of Terrorism, Fire/Lightning/Explosion, Isolated Glass Breakage and Theft or Robbery;
- b. damage resulting in loss of income or profits to be borne by the lessor or derived from deprivation of use, replacement costs, depreciation costs, wear and tear or natural or the natural consumption of the insured vehicle;
- c. damage caused, intentionally or voluntarily, by the Policyholder, by the Insured Party, by the driver, by any other occupants of the vehicle or by any person or animal cohabiting with the aforementioned persons or for whom or for which said persons have civil liability;
- d. damage caused when the insured vehicle is being driven by a person under the effects of alcohol, i.e. with a blood-alcohol level in excess of the legally permitted limit, or under the effect of narcotics, other drugs or toxic substances, or in a state of dementia;
- e. damage caused with the driver of the insured vehicle is not legally licensed to drive;
- f. damage caused when the insured vehicle is participating in competitions, sporting events or training sessions;
- g. damage caused by objects being transported or during the course of loading or unloading operations, and damage caused to objects or merchandise being carried in the insured vehicle, including objects or merchandise owned by any passengers;
- h. damage caused during the transport of fuel or other inflammable, explosive or toxic substances, when the insured vehicle is not authorized to effect such transport and no specific cover for such risk has been taken out;
- i. damage due, directly or indirectly, to explosion or the release of heat or radiation, from the fission or fusion of atoms, from artificial particle acceleration or radioactivity;
- j. damage caused in consequence of falling aircraft or collapsed tunnels, bridges or other engineering works;
- k. damage caused by anomalies occurring to third parties' vehicles (e.g., the disintegration of parts of the vehicle impacting against that of a third party and causing personal injuries).

#### **4. Territorial Scope**

The guarantees are limited to the territory of mainland Portugal and the autonomous regions of the island of Madeira and the Azores, unless otherwise specified in the Special or Specific Terms and Conditions.

#### **5. Contract Start Date**

This Optional cover shall come into effect on the day and at the time when it is signed and accepted by the Insurer, provided that payment of the corresponding Premium has been made, as required under the applicable regulations, and shall remain in effect for the term fixed under the specific conditions of the policy.

#### **6. Duration**

The Optional cover may be entered into for a specific fixed period (temporary insurance) or for one year, renewable annually and successively.

If the contract is entered into for a certain time period it shall cease to be in effect 24 hours after the last day of the term.

If the contract is entered into for one year, renewable for successive annual periods, it shall be deemed to be tacitly renewed for annual periods unless either of the Parties gives notice to the contrary by certified post at least 30 days before the end of the annual period in question.

#### **7. Termination, reduction, and other changes to the contract**

Either of the Insurer or Policyholder may, at any time, withdraw from this Optional extension of cover by giving at least 30 days' written notice in respect of the date upon which it is intended that the end or modification of cover will take effect.

Unless expressly agreed otherwise:

- a) if such reduction or termination occurs on the initiative of the Insurer, the portion of the premium corresponding to the time remaining until the end of the contract period shall be returned to the Policyholder;
- b) if such reduction or termination occurs on the initiative of the Policyholder, the Insurer may retain up to 50% of the premium corresponding to the remaining contract period.

If the total loss or sale of the vehicle damaged by an event for which a third party is liable, resulting in the termination of the contract and the cancellation of the insured value, the Insurer shall return to the Policyholder the portion of the premium received in proportion to the date of such loss and the end of the remaining contract period.

The foregoing paragraph shall not apply if the Insurer has made any payment in consequence of the claim.

Provided that the Policyholder does not coincide with the Insured Party, the latter shall be given at least 30 days' notice of any reduction in or cancellation of the cover contracted.

In the event that there are reinsurer's rights, notice shall also be given to the corresponding persons or entities.

This contract shall be deemed null and void and any damage without effect if the Policyholder or the Insured Party has made any inaccurate statements or has omitted any facts or circumstances of which they had knowledge that might have affected the existence or conditions of the Contract.

If such statements or omissions have been made in bad faith, the Insurer shall be entitled to keep the premium, without prejudice to the contract being deemed null and void.

#### **8. Deductible**

The Policyholder shall be liable for a portion of the corresponding compensation at the fixed value of 500 euros (plus VAT) per damage.

Deductibles shall always be deducted upon payment of the compensation, even if the Insurer makes such payment directly to the repairers or any other parties.

## 9. Payment of Premiums

1. The premium or first instalment shall be payable on the date of entering into the contract, the effectiveness of which shall depend on such payment.
2. Subsequent premiums or instalments shall be paid on the days fixed in the policy, in which case the arrangements set out in number 3–5 herein below shall apply.
3. The Insurer undertakes, no later than 60 days before the due date for the next Premium or fraction, to give written notice to the Policyholder, indicating the sum payable, the method and place of payment and the consequences of any failure to pay the premium or instalment due.
4. In insurance contracts for which the payment of the premium is divided into instalments that are more frequent than quarterly, and provided that the corresponding due dates and sums payable and the consequences of any failure to make due payment are set out in the contract, the Insurer may opt not to give the notice described in number 3 hereinabove, having the onus to provide evidence of the issue and acceptance of said contractual document in respect of the Policyholder.
5. In accordance with the law, failure to pay a premium or an instalment on the due date indicated in the notice described or in the contract provided under number 3 hereinabove, shall lead to the automatic non-renewal or immediate termination of the contract on the due date when payment should have been made.

## 10. The Insurer's obligations

Any claims within the ambit of this cover shall be regulated in compliance with the terms and conditions contracted.

## 11. The Policyholder's obligations

1. In the event of a Claim applicable under this cover, the Policyholder and/or the Insured Party undertake to:
  - a. Inform the Insurer in writing, as promptly as possible and within no later than eight days of the date upon which the fact in question was discovered, of verification of any fact or event susceptible to activating the guarantees contracted, indicating the date, time, place and other applicable details, together with the nature and probable value of the damage and any other information that may be considered to be useful in order to characterize the incident as accurately as possible;
  - b. Take every step necessary and within their power with a view to avoiding or reducing the damages derived from the damage;
  - c. Promptly provide the Insurer with any evidence available or that may become available in respect of the damage;
  - d. Obtain and keep any material salvaged.
2. Any non-malicious breach of the obligations set out in the clauses herein shall determine the liability of the Policyholder and/or the Insured Party for the loss and damage.
3. If any inaccurate or incomplete statements are given in respect of the circumstances or causes of the Claim with a view to generating or worsening the Insurer's liability, the cover invoked shall be without effect and the Insurer shall be entitled to terminate the contract and hold the Policyholder or the Insured Party liable for the loss and damage, in accordance with the law and for all purposes provided thereunder.

## 12. Obligations

For repairs to vehicles for which less than three months of the contract period remains or if repair is Financially Unviable, the Insurer reserves the right not to proceed to repair the vehicle, proceeding to give compensation for the value of the damage suffered and deducting it from the value of the contractual deductibles.

## 14 – Replacement Vehicle in The Scope of Mobility Guarantee

### Preliminary Article

This cover cannot be commercialized alone and shall only be applicable to vehicles with a Mobility Guarantee cover.

#### 1. Coverage Scope

- a) This cover enables the supply of replacement vehicles of a category equivalent to the vehicle insured under, except in case of electric vehicles, in which case a vehicle of a similar category will be supplied, but not an electrical vehicle.
- b) In respect to vehicle lease contracts which do not supply a replacement vehicle to the Policyholder in the event of breakdown of a vehicle, this cover is provided upon notification and acceptance by the Insurer of a valid Claim under the Mobility Guarantee Cover.
- c) In respect to vehicle lease contracts which supply a replacement vehicle in the event of breakdown, the vehicle is supplied upon notification of the breakdown. This may subsequently be deemed a replacement car in the scope of Mobility Guarantee cover at a later date upon acceptance by the Insurer of a valid Claim under the Mobility Guarantee Cover and if so is effective from the date of the insured event.
- d) The supply of a replacement car shall terminate upon completion of the repair to the vehicle insured or the request to write off such vehicle.
- e) This Extension Cover will provide a replacement vehicle to the Policyholder in the event of the recurrence of a fault on the vehicle insured that previously was subject to a valid Claim under the Mobility Guarantee Cover accepted by the Insurer.
- f) In case of a request to write off a vehicle, the general rules of Ayvens for cases where a replacement vehicle is supplied for 30 days, with the commitment of the Policyholder to pay the agreed rent for equal period (30 days), shall apply.
- g) This cover shall only be activated whenever a Mobility Guarantee claim is deemed covered, even if its cost is less than the deductibles.

#### 2. Exclusions

In addition to the exclusions contained in Clause 3 of the Mobility Guarantee Cover the following exclusions shall also apply:

- a) Cover is not applicable for the cost of the provision of a replacement vehicle where the Policyholder takes more than 8 days to inform the Insurer in writing of a Claim as required under the Mobility Guarantee Cover;
- b) Cover for the supply of a replacement vehicle, where the Policyholder takes more than 48 hours to return the relevant Claim form of a Damage Event under the Mobility Guarantee Cover;
- c) Cover for the supply of the replacement vehicle where no reply is received from the Policyholder within 48 hours of a request to write off the vehicle.

#### 3. Duration

This cover is unlimited in number of days and shall apply for the term set forth in the Mobility Guarantee contract.

#### 4. Deductible

No additional deductibles are applicable for the cover of the replacement vehicle.



## 15 – No Stress Plan Early Termination

### 1. Scope of Coverage

This Coverage guarantees to the Insured Party subject to the remaining period of the finance lease, the payment by the Insurer to the Leasing Company, and on behalf of the Insured Party, of an amount equal to the Termination Charge which would otherwise be payable by the Insured Party to the Leasing Company in the event of early termination of any Lease Contract before the contractually agreed Return Date, provided that such early termination is caused directly by one of the following events:

- a) Insolvency
- b) Death / Incapacity for work, assessed under the terms of the compensation scheme for accidents at work and occupational diseases, which determines incapacity for work for a period of not less than 3 months
- c) Unemployment

Unless otherwise expressly agreed to the contrary in the Special Conditions, no NoStressPlan early termination claim is valid and effective as outlined below:

- a) A grace period of 365 days from the start date of this Coverage applies to all the events listed above.

### 2. Limit of indemnity

Maximum of €10,000 per vehicle.

### 3. Policyholder's Obligations

The policyholder will request the following confirmation from the insured to ensure the validity of claims:

- a) Declaration of insolvency of the insured party, proven by a notice published on the Ministry of Justice's Citius portal;
- b) Death or incapacity to work for a period of not less than 3 months of the insured party, where the insured party is a natural person, or of the driver of the vehicle, proven by a death certificate or certificate of temporary incapacity to work, respectively;
- c) Unemployment of the insured party, where the insured party is a natural person, or of the driver of the vehicle, confirmed by a document issued by Social Security.

The insured party is required to provide the driver's identification, indicating the full name and respective tax identification number, before delivery of the vehicle, as well as whenever it is changed. Failure to comply with this obligation will result in the exclusion of insurance coverage under the above conditions.

### 4. Duration

One-year renewable, with a starting date to be specified in the particular conditions.

### 5. Several Dispositions

For matters not expressly regulated in this Special Condition, the General Conditions of the Motor Insurance Policy apply, insofar as they are applicable, namely those relating to Optional Coverages and those common to them and to Compulsory Insurance.

## 16 – Luggage Insurance

### 1. Scope of Coverage

Under this Coverage, the Insurer guarantees, under the terms and limits set out in the Particular Conditions, material damage caused to personal luggage inside the vehicle as a direct result of an accident covered by the Policy under the "Crash, Collision and Overturn", "Fire, Lightning or Explosion" and "Theft or Robbery" coverages.

### 2. Exclusions

The following are excluded from this coverage:

- a) damage covered by all the exclusions set out in Clause 5 of the General Conditions for optional coverage and by the exclusions listed in the Special Conditions referred to in 1 above;
- b) damage resulting from theft or robbery that does not occur together with the disappearance of the insured vehicle or theft or robbery of luggage not stored in the boot of the vehicle, when the boot is not locked;
- c) damage resulting from theft or unauthorised use involving, as perpetrators or accomplices, persons living with the owner of the vehicle, the driver, the Policyholder or the insured party, as well as the partners or dependents of these persons;
- d) damage resulting from theft or unauthorised use which is not reported to the proper police authorities;
- e) damage resulting from theft or robbery of money, jewellery, documents, valuables, showcases or collections, and all those personal items which, by their nature, should not be left inside the vehicle or in its boot, such as watches, pens, glasses, photographic and video cameras, calculators and personal computers, business briefcases, fur coats or mufflers, as well as hunting, fishing, tennis or golf equipment or instruments;
- f) the disappearance, destruction, or inexplicable diversion of objects considered as luggage.

### 3. Guarantees and Limits of Indemnity

Material damage to luggage – 100% of the cost, with a maximum limit of 250 euros per person and 1,250 euros per claim.

### 4. Several Dispositions

This coverage is taken out in addition to the "Crash, Collision and Overturn", "Fire, Lightning or Explosion", "Theft or Robbery" coverages, and shall automatically terminate when any of these terminate.

For matters not expressly regulated in this Special Condition, the General Conditions of the Motor Insurance Policy apply, insofar as they are applicable, namely those relating to Optional Coverages and those common to them and to Compulsory Insurance.

## Special Clauses

As integral part of this present contract are the special clauses as defined below.

### A – SOUND AND MOBILE APPARATUS

The sound and mobile apparatus and their respective accessories are covered by this insurance provide that:

- a) even being part of the regular equipment of the vehicle, according to the catalogues and prices in effect at the time of their acquisition, they are identified in the Particular Conditions of the Policy;
- b) not being part of the regular equipment of the vehicle, their identification and value are in the Particular Conditions of the Policy.

### B - EXTRAS

Covered by this contract are also the «extras» in the vehicle when identified in the Particular Conditions of the Policy.

### **C – DAMAGES CAUSED IN THE PAINTING OF LETTERS**

The Insurer guarantees through this policy, as set in the Special Conditions, the painting of letters, drawings, emblems, allegories or advertising material in the insured vehicle if identified in the Particular Conditions.

### **D – PREMIUM BY INSTALMENTS**

Even though the total premium refers to one year and must be paid in advance, the Insurer accepts payment made in instalments and liquidated in advance.

However, all instalments to be paid will be considered due, in consequence of:

- event of damage;
- termination of contract, requested by the Policyholder, not taking place on due date.

### **E - MORTGAGEE**

The entity identified in the Particular Conditions has an interest in this insurance in its capacity of Mortgagee, being applicable to this policy the provision foreseen in n.º 2 of Article 4 of the DL nr 54/75, of 12 February.

### **F - EMERGENCY SERVICES**

Excluded from this present coverage are the damages caused to the towed vehicle resultant from towing operations.

### **G – TRANSPORT OF DANGEROUS MATERIAL**

These conditions will only guarantee the vehicles specifically identified in the Particular Conditions of the Policy as being involved in the transport of dangerous materials arising out of the transport of dangerous materials, for the amounts highlighted in the Particular Conditions.

Dangerous materials are defined as: explosive material, ammunition, flammables and fire artefacts, compressed, liquefied or dissolved under pressure gases, materials that under contact with water may release flammable gases, materials subject to spontaneous combustion, flammable, solid, combustible, poisonous, radioactive and corrosive materials, and repugnant or likely to produce infectious materials.

### **H – EXCLUSION OF TOOL OF TRADE RISKS**

The coverage set by this contract guarantees only and exclusively accidents caused by the insured vehicle in transit on public roads and all and any accident taken place during the execution of any work will be not covered.

### **I – FLEET INSURANCE**

Fleet insurance relates to a contract of insurance in which the Policyholder transfers to the Insurer, upon payment of a set amount, the civil liability, resultant from the circulation of a plural number of vehicles and their tows, to other parties and may include the respective optional coverage whenever identified in the General Conditions and Particular Conditions of the Policy and the Protocol entered.

### **J – INCLUSION OF TOW SERVICES**

The Insurer guarantees through this policy the Civil Liability for damages caused by the events identified in the Particular Conditions.

### **L – EXCLUSION OF TOW SERVICES**

By formal statement made by the Policyholder, this contract will not cover «tow service», and will be null whenever there is evidence that the insured vehicle is towing any other.

### **M – DEDUCTIBLES IN CIVIL LIABILITY**

This present contract is effective along with the deductible identified in the Particular Conditions, applicable to the compulsory risk of civil liability, as in Clause 15 of the General Conditions of the Policy.

### **N - SALVAGE**

In case of damage, with total loss of the insured vehicle, the Insured Person will be entitled to keep possession of the salvages, with the deduction of its value from the amount of indemnification.

**O – VEHICLE ADJUSTED TO DEFICIENT DRIVER**

By formal statement made by the Policyholder, the vehicle guaranteed by this present contract was specially adjusted for being driven by deficient driver, and in case of evidence of another person who is not duly qualified for driving it, this policy will be considered null and with no effect within the terms of law.

**P – VEHICLES OF FOREIGN REGISTRATION**

Upon hiring the guarantees for damages to the vehicle and in the event of total loss, the indemnification value will be based on the value of replacement in the country of registration and shall not exceed the insurance value, accrued of taxes and other costs paid within the process of Portuguese registration, all limited to the insured value.

**Q – FREE TERRITORIAL EXTENSION**

Whenever the Special Conditions "3", "4" and "5" are simultaneously subscribed, this present contract guarantees the losses and damages to the vehicle for exclusive transport of passengers up to 5 seats - resultant from the accident - in any country of the E.U.

This present clause is not effective when the guarantees above are of temporary nature.

**R – DEFAULT OF PREMIUM PAYMENT**

In case of default of premium or instalments on due date as identified on the notices, the Policyholder will be considered in default according to the law and the General Conditions of this Policy, and a penalty of 50% of the difference between the due premium for the period of time initially hired and the instalments eventually already paid.

**S – INSURANCE VALUE WITHOUT VAT**

The insurance value does not include VAT and the damages to be indemnified by the Insurer are the net value corresponding to that type of tax.

## Annex A – System of Bonuses and Aggravation By Damages

**1. Insurance on a yearly fixed Premium basis depending on the damage records** (Fleet Aggravation), according to the following criteria:

Damage Rate	Premium Update
<= 85%	0%
De 85% a 100%	5%
De 100% a 120%	15%
De 120% a 150%	45%
> 150%	70%

- Damage Rate =  $\text{Damage Cost (Paid + Reserves - Reimbursements)} / \text{Premium received net of charges and taxes}$ ;
- This type of insurance is characterized by the possibility to maintain the amount of insurance premium unchangeable. To achieve it, the client damages rate should maintain below 85%;
- Damages are reviewed every six months (January and July) and the possible change of premiums, for damages rate above 85%, shall affect the entire policies;
- The damages rate assessment is based on the 12 precedent months;
- Such assessment is made in January, and detailed information about the damages rate of each fleet is sent;
- Clients having a damages rate above 85% will receive a communication. This communication aims to warn the Client for the high level of damages rate which could lead to a change in the insurance premium;
- Fleets having damage rate above 100% will have a premium increase, upon renewal.

**2. Insurance on a variable Premium basis per damage and per vehicle** (Aggravation vehicle per vehicle):

The increase in the Premium is effective from the first renewal after a claim with liability, based on the following criteria:

- **No damages** - No change to premium
- **1st – 3rd damages** – 20% over the premium in force
- **4th and subsequent damages** -30% over the premium in force

**Note:** For effective aggravation of the Premium, only claims with total or partial responsibility that affect at least one of the following coverages will be considered: Civil Liability; Crash, Collision and Overturn; Fire, Lightning or Explosion; Vandalism and Natural Phenomena.

The referred premiums are valid despite of the driver's characteristics; no aggravations shall be applied due to age or duration of the driver license.

## Annex B – Table of Devaluation

Monthly devaluation for estimation of indemnification for total loss.

Month	Devaluation	Month	Devaluation	Month	Devaluation	Month	Devaluation
1	0%	13	13%	25	25%	37	37%
2	0%	14	14%	26	26%	38	38%
3	0%	15	15%	27	27%	39	39%
4	0%	16	16%	28	28%	40	40%
5	0%	17	17%	29	29%	41	41%
6	0%	18	18%	30	30%	42	42%
7	0%	19	19%	31	31%	43	43%
8	0%	20	20%	32	32%	44	44%
9	0%	21	21%	33	33%	45	45%
10	0%	22	22%	34	34%	46	46%
11	0%	23	23%	35	35%	47	47%
12	0%	24	24%	36	36%	48	48%

## Annex C

### Table of Disabilities

#### Table of Permanent Total Disablement

Designation	%
Total loss of sight or of the two eyes	100
Complete loss of use of the two upper or lower limbs	100
Incurable and total mental psychosis resulting directly and exclusively from the accident, guaranteed by the Special Condition "Personal Accidents"	100
Complete loss of the two hands or two feet	100
Loss of an arm or hand and leg or foot	100
Complete hemiplegia or paraplegia	100

#### Table of Permanent Partial Disablement

##### 1. Table of Permanent Partial Disablement - Head

Designation	%
Total loss of one eye or reduction by half of biocular vision	25
Total deafness	60
Complete deafness of one ear	15
Brain trauma post stress syndrome without objective signs	5
General post-trauma epilepsy, one or two convulsive attacks per month, with treatments	50
Absolute anosmia	4
Fracture of the nose bones or of the nasal septum with respiratory difficulties	3
Total nasal stenosis, unilateral	4
Non solidified fracture of the lower jawbone	20
Loss of all or nearly all teeth:	
· with possibility of a prosthesis	10
· without possibility of a prosthesis	35
Complete ablation of the lower jawbone	70
Loss of skull substance involving both plates and with a diameter:	
· greater than 4 cm	35
· greater than 2 cm and equal to or less than 4 cm	25
· of 2 cm	15

##### 2. Table of Permanent Partial Disablement – Upper Limbs and Shoulder Blades

Designation	% D	% E
Fracture of the clavicle with clear consequences	5	3
Shoulder stiffness, slight	5	3
Shoulder stiffness, forward projection and abduction not reaching 90°	15	11
Complete loss of shoulder movement	30	25
Amputation of the arm at the upper third or complete loss of use of arm	70	55
Complete loss of use of the hand	60	50
Non solidified fracture of the arm	40	30
Pseudo-arthritis of the two bones of the forearm	25	20
Complete loss of elbow movement	20	15
Amputation of the thumb:		
· with loss of the metacarpus	25	20
· keeping the metacarpus	20	15
Amputation of the index finger	15	10
Amputation of the middle finger	8	6
Amputation of the ring finger	8	6
Amputation of the little finger	8	6
Complete loss of wrist movement	12	9
Pseudoarthrosis of just one bone of the forearm	10	8
Fracture of the 1st metacarpus with consequences that determine functional disability	4	3
Fracture of the 5th metacarpus with consequences that determine functional disability	2	1

### 3. Table of Permanent Partial Disablement – Lower Limbs

Designation	%
Disarticulation of a lower limb at the hip joint or total loss of use of a lower limb	60
Amputation of the thigh at mid third level	50
Complete loss of use of one leg below the knee joint	40
Complete loss of a foot	40
Non-solidified fracture of the thigh	45
Non solidified fracture of a leg	40
Partial amputation of a foot, including all the toes and part of the foot	25
Complete loss of hip movement	35
Complete loss of knee movement	25
Complete ankylosis of the ankle in a favorable position	12
Moderate consequences of transversal fracture of the kneecap	10
Shortening of a lower limb by:	
· 5 cm or more	20
· 3 cm or more, as long as less than 5 cm	15
· 2 cm, as long as less than 3 cm	10
Amputation of the big toe and its metatarsus	10
Complete loss of any toe, with the exception of the big toe	3

### 4. Table of Permanent Partial Disablement – Rachis - Thorax

Designation	%
Fracture of the cervical rachis without medullary injury	10
Fracture of the dorsal or lumbar rachis - Compression with clear stiffness of the spinal column, without neurologic signs	10
Neck pain with clear stiffness of the spine	5
Lumbar pain with clear stiffness of the spine	5
Slight paraplegia, walk possible, predominant spasticity and paralysis	20
Root pain with radiation (light form)	2
Isolated fracture of the sternum with unimportant consequences	3
Fracture of a single rib with unimportant consequences	1
Fractures of the ribs with significant consequences	8
Remains of traumatic effusion with radiological signs	5

### 5. Table of Permanent Partial Disablement – Abdomen

Designation	%
Surgical removal of the spleen, with hematologic consequences, without clinical manifestations	10
Surgical removal of a kidney	20
Abdominal scar resulting from surgical intervention with incisional hernia of 10 cm, non-operable	15