



General and Special
Conditions of the Total
Guarantee Insurance

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 **ayvens**
SOCIETE GENERALE GROUP

PRELIMINARY ARTICLE

Between Euro Insurances DAC, hereinafter referred to as the Insurer, and the Policyholder mentioned in the Special Conditions, an insurance contract is established and governed by these General, Special and Particular Conditions of the policy, in accordance with the proposal on which it is based and of which it forms an integral part.

ARTICLE 1 – Definitions

Insurer: The entity legally authorized to operate the motor insurance contract, which subscribes this contract.

Policyholder: The person or entity that enters into the contract with the Insurer and is responsible for paying the premiums.

Insured: The person or entity on whose interest the contract is concluded.

Deductible: A fixed amount which, in the event of a claim, is borne by the Policyholder and is stipulated in Article 8 of these conditions; it is, however, not enforceable against third parties.

Claim (Loss): The event or series of events resulting from the same cause that may trigger the coverages of the contract.

Negligence: Omission of the duty of care, the required diligence being that which a prudent person would exercise in the circumstances of the case. It refers to acts where the agent, on the one hand, foreseeing the unlawful result as possible, does not take the necessary precautions to avoid it, acting carelessly and recklessly; and, on the other hand, to situations where the agent does not foresee the harmful result out of imprudence or neglect, although such result would be foreseeable if it had been considered with due caution (e.g., misfuelling, damages caused by overheating/seizure due to failure to immobilize the vehicle, damages arising from non-compliance with the manufacturer's servicing plan, etc.).

Impact: The vehicle hitting any fixed object or being struck while immobilized.

Collision: The vehicle striking any other moving object.

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

Acts of Vandalism: Strike actions, lock-outs and other labor disturbances, riots, uprisings and other public order disturbances, terrorism or sabotage, and malicious or vandal acts.

Fire/Lightning/Explosion: Lightning strike, accidental fire or explosion caused by external factors to the vehicle, whether it is in motion or stationary, garaged or elsewhere.

Isolated breakage of glass: Full or partial damage to the windscreen, rear window or side windows that renders them unfit for use, resulting from a sudden, fortuitous and violent event, external to the will of the owner, the Policyholder, the Insured and the driver.

Theft or Robbery: The unlawful taking of the insured vehicle, by way of robbery, theft or joyriding, attempted or consummated, resulting in the disappearance, destruction, damage or deterioration of the vehicle, the removal of fixed parts or parts essential to its use, and the removal of accessories.

Natural Phenomena:

- a. landslides, slips, collapses and ground subsidence due to geological phenomena;
- b. collapse of tunnels, bridges or other engineering works;
- c. fall of aircraft: the impact or fall of any part of aircraft and spacecraft or objects falling or jettisoned therefrom;
- d. fall of tiles, chimneys, walls, trees or other objects;
- e. seismic phenomena: earth tremors, earthquakes, volcanic eruptions, seaquakes and subterranean fire;
- f. lightning strike: impact produced by an electrical discharge in the atmosphere;
- g. floods: the harmful consequences of the bursting of mains, sewers, drains, dikes and dams and, also, flash floods or overflow of the beds of natural or artificial watercourses;
- h. hail;
- i. waterspout or torrential rainfall: atmospheric precipitation exceeding ten millimeters in ten minutes in the rain gauge;
- j. storms: typhoons, cyclones, hurricanes, tornadoes and all objects thrown or projected by them (when with intensity exceeding 100 km/hour).

Economically Unviable:

- When repair is possible but its cost exceeds the financial value of the vehicle, according to the lessor's records.
- When repair is not materially possible or technically advisable so as to meet safety requirements.
- When the repair is deemed economically unviable, it is declared a Total Loss and the coverage will indemnify according to the vehicle's actual cash value.

Actual cash value: the average market value quoted in the used vehicle market, for sale by the Policyholder at the time of the claim, of a vehicle of the same make, model and age as the insured vehicle.

ARTICLE 2 – Scope and Coverage Guarantees

1. The risks arising from negligent use of the vehicle are covered, in accordance with the scope of coverage and respective exclusions. The following are therefore guaranteed:
 - 1.1. Damage suffered by the vehicle as a consequence of its use, including damage caused or aggravated by omission of the duty of care by the driver, namely:
 - 1.1.1. Front and Rear Axles;
 - 1.1.2. Braking System;
 - 1.1.3. Engine;
 - 1.1.4. Fuel Supply and Injection System;
 - 1.1.5. Exhaust System;
 - 1.1.6. Gearbox/Transmissions;
 - 1.1.7. Air Conditioning and Heating System;
 - 1.1.8. Electrical and Electronic Systems;
 - 1.1.9. Accessories and Equipment integrated from factory or included under the “Options” component of the contract concluded between Ayvens and the client.

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 insurance contract guarantees, in respect of damage occurring in the territory referred to in Article 4, the obligation to compensate in accordance with the limits and conditions established by the Total Guarantee coverage.

ARTICLE 3 – Coverage Exclusions

1. Damages to the following vehicle components are excluded:
 - 1.1. Bodywork, tyres, wheels and interior trim;
 - 1.2. All Accessories and Equipment that are not factory-integrated or not included in the “Options” component of the contract concluded between Ayvens and the client. Also excluded is any equipment subsequently installed by the client, inherent to its professional activity, for example:
 - Refrigeration equipment;
 - Cranes;
 - Winches;
 - Aerial work platforms;
 - Hydraulic pumps;
 - Others.
 - 1.3. Clutch kits and Dual-mass flywheels.
2. Also excluded from the scope of this coverage are losses or damages that are a direct or indirect consequence of the following events:
 - a) caused by Impact, Collision, Rollover, Natural Phenomena, Landslides, Acts of Vandalism, Social and Political Risks (strikes and riots), Acts of Terrorism, Fire/Lightning/Explosion, Isolated Breakage of Glass and Theft or Robbery;
 - b) resulting in loss of profits, loss of benefits or outcomes to the lessee, or arising from loss of use, substitution expenses, depreciation, natural wear or consumption of the insured vehicle;
 - c) caused, intentionally or voluntarily, by the Policyholder, the Insured, the driver, the other occupants, or by a person or animal cohabiting with any of them or for whom any of them is civilly liable;
 - d) occurring when the insured vehicle is driven by a person under the influence of alcohol, i.e., with a blood alcohol level above the legally permitted limit, under the influence of narcotics, other drugs, toxic products, or in a state of insanity;
 - e) produced when the driver of the insured vehicle is not legally licensed to drive it;
 - f) occurring when the insured vehicle takes part in contests, sports events and respective training;
 - g) caused by transported objects or during loading and unloading operations, as well as damage to objects and goods transported in the insured vehicle, even if owned by the respective passengers;
 - h) occurring during the transport of fuels, other flammable, explosive or toxic materials whenever the insured vehicle is not legally authorized to carry out such transport and no specific coverage for such risk has been contracted;
 - i) due directly or indirectly to explosion, heat release or radiation resulting from atom disintegration or fusion, artificial acceleration of particles or radioactivity;
 - j) caused as a consequence of aircraft crash or collapse of tunnels, bridges or other engineering works;
 - k) caused by an abnormality occurring in the vehicle to Third Parties (for example: when the disintegration of parts from the vehicle, upon hitting a third party, causes bodily injury).

ARTICLE 4 – Territorial Scope

The contracted guarantees are limited to mainland Portugal and the Autonomous Regions of Madeira and the Azores, unless otherwise provided in the Special or Particular Conditions.

ARTICLE 5 – Commencement of the Contract

This contract takes effect from the day and time of formalization and acceptance by the Insurer, provided the respective premium is paid under the applicable regulations, and shall remain in force for the period established in the Particular Conditions of the policy.

ARTICLE 6 – Duration of the Contract

1. The contract may be concluded for a fixed period (temporary insurance) or for one year to be continued for subsequent years.
2. When the contract is concluded for a fixed period, its effects cease at 24:00 on the last day.
3. When the contract is concluded for one year to be continued for subsequent years, it shall be successively renewed for annual periods, unless either party gives notice by registered mail at least 30 days prior to the end of the policy year.

ARTICLE 7 – Termination, reduction and other amendments

1. Either contracting party may, at any time, withdraw the contracted coverage from the contract, by written communication at least 30 days prior to the date on which it is intended that the termination or modification of the coverage shall take effect.
2. Unless expressly agreed otherwise:
 - a. when the reduction or termination is initiated by the Insurer, the premium to be refunded to the Policyholder shall be calculated proportionally to the period of time remaining until the contract's expiry;
 - b. when the reduction or termination is initiated by the Policyholder, the Insurer may retain up to 50% of the premium corresponding to the unelapsed period.
3. In the event of a total loss or sale of the vehicle damaged due to third-party liability, with termination of the contract and cancellation of the insured value, the Insurer shall refund to the Policyholder the portion of the premium charged proportional to the time between said loss and the end of the period of validity of the contract.
4. The previous provision does not apply if the Insurer has made any payment as a result of a claim covered under this coverage.
5. Whenever the Policyholder is not the same as the Insured, the latter must be notified, 30 days in advance, of the reduction or termination of the contracted coverages.
6. If rights are reserved in favor of third parties, the communication must also be sent to the respective persons or entities.
7. This contract shall be deemed null and void and shall produce no effects in the event of a claim if the Policyholder or the Insured has made inaccurate statements or omitted facts or circumstances known to them and which could have influenced the existence or the conditions of the Contract. If such statements or omissions were made in bad faith, the Insurer shall be entitled to the premium, without prejudice to the nullity

of the contract.

ARTICLE 8 – Deductible

1. A portion of the indemnity corresponding to the fixed amount of €500 (plus VAT) per claim shall be borne by the Policyholder.
2. The deductible shall always be deducted at the time of payment of the indemnity, even if the Insurer pays it directly to the repairer or any other entity.

ARTICLE 9 – Payment of Premiums

1. The initial premium or installment is due on the date of conclusion of the contract, and the effectiveness of the contract depends on its payment.
2. Subsequent premiums or installments are due on the dates established in the policy, in which case the regime provided for in paragraphs 3 to 5 below shall apply.
3. The Insurer is obliged, up to 60 days before the date on which the subsequent premium or installment is due, to notify the Policyholder in writing, indicating the amount to be paid, the form and place of payment and the consequences of non-payment of the premium or installment.
4. In insurance contracts where payment of the premium is split into periods of less than a quarter, and where the contractual document identifies the due dates and amounts to be paid as well as the consequences of non-payment of the premium or installment, the Insurer may choose not to send the notice referred to in the previous paragraph, bearing the burden of proof of the issuance and acceptance by the Policyholder of such contractual document.
5. Under the law, non-payment of the premium or installment on the date indicated in the notice referred to in paragraph 3 or in the contractual document referred to in the previous paragraph determines the non-renewal or automatic and immediate termination of the contract on the date on which payment is due.

ARTICLE 10 – Obligations of the Insurer and Duties in the Event of Claim

The settlement of claims covered by this coverage shall be made in compliance with the provisions of the contracted Conditions.

1. In the event of a claim covered by this coverage, the Policyholder and/or the Insured are bound to:
 - 1.1. Notify the Insurer in writing, as soon as possible and no later than eight days from becoming aware, of any fact or event likely to trigger the contracted coverages, indicating the day, time, place and surrounding circumstances, the nature and probable amount of the losses, as well as any other elements deemed useful for properly characterizing the occurrence;
 - 1.2. Take all measures within their reach to avoid or reduce losses arising from the claim;
 - 1.3. Promptly provide the Insurer with all evidence in their possession or that may come into their possession regarding the claim;
 - 1.4. Ensure the safekeeping and preservation of the salvage;
2. Failure, through mere negligence, to comply with the above obligations results in liability of the Policyholder and/or the Insured for losses and damages;
3. If there are inaccurate statements or omissions concerning the circumstances or causes of the claim with the purpose of generating or aggravating the Insurer's liability, the invoked coverage shall produce no effects and the Insurer may also terminate the contract and hold the Policyholder or the Insured liable for losses and

damages, under the terms and with the effects provided by law.

ARTICLE 12 – Miscellaneous Provisions

For repairs to vehicles with less than six months remaining on the lease with the lessor, or when repair is not economically viable, the Insurer reserves the right not to proceed with the repair, indemnifying instead the amount of the losses, net of the contractual deductible.

GENERAL AND SPECIAL CONDITIONS OF THE TOTAL GUARANTEE INSURANCE FOR REPLACEMENT VEHICLE

PRELIMINARY ARTICLE

Between Euro Insurances DAC, hereinafter referred to as the Insurer, and the Policyholder mentioned in the Special Conditions, an insurance contract is established and governed by these General, Special and Particular Conditions of the policy, in accordance with the proposal on which it is based and of which it forms an integral part.

This Addendum is part of the Total Guarantee Contract and, as such, cannot be marketed on a stand-alone basis and is not applicable to vehicles without a Total Guarantee contract.

ARTICLE 1 – Product Definitions

1. This coverage applies to replacement vehicles that are always equivalent to the insured vehicle.
2. For rental contracts without a replacement vehicle due to breakdown, this coverage is triggered at the time the Total Guarantee is activated.
3. For rental contracts with a replacement vehicle due to breakdown, the vehicle is provided at the time the breakdown is reported, and the replacement vehicle coverage under the Total Guarantee is subsequently activated at the time the Total Guarantee is reported, with retroactive effect to the date of the breakdown.
4. The provision of a replacement vehicle ends upon completion of the repair or upon request for the write-off of the insured vehicle.
5. In the event of recurrence of a breakdown that has been covered by the Total Guarantee, the replacement vehicle is covered, provided that this coverage has been contracted.
6. In the event of a write-off request, Ayvens' general rules apply, under which a replacement vehicle is provided for a period of 30 days, upon the Policyholder's commitment to bear the contracted rental for an equal period (30 days).
7. This coverage may be triggered whenever the Total Guarantee claim is covered, even if its cost is lower than the deductible.

ARTICLE 2 – Coverage Exclusions

1. In addition to the exclusion criteria referred to in the General Insurance Conditions, the following are excluded from this coverage:
 - a. replacement vehicle days where there is a delay of more than 48 hours in returning the duly completed Total Guarantee Claim Occurrence form by the Policyholder;
 - b. replacement vehicle days for which no response has been received to the write-off request within 48 hours after it has been made.

ARTICLE 3 – Duration of Coverage

1. This coverage is unlimited in number of days and remains in force for the term established in the Total Guarantee contract.

ARTICLE 4 – Deductible

1. No additional deductible applies to the replacement vehicle coverage.

Porto Salvo, ___ of _____ of _____

Insurer

Policyholder