



Coverholder at **LLOYD'S**

Lloyd's Insurance
Company S.A.
Policy



PRIVATE MOTOR INSURANCE POLICY

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Introduction

Company providing this insurance

This insurance is underwritten by Lloyd's Insurance Company S.A., the Insurer.

Lloyd's Insurance Company S.A. is a Belgian limited liability company with registered office at Bastion Tower, Marveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an authorised insurance company (under number 3094) and supervised by the National Bank of Belgium. The company's reference number(s) and other details can be found at www.nbb.be. Website address: www.lloydseurope.com. E-mail: lloydseurope.info@lloyds.com. Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536

Pre-Contractual information notice – Portugal (FOS)

1. In accordance with applicable law and in compliance with the duty of information stated by the Insurance Contract Act, the Insurer from whom cover has been requested states. The insurance contract will be underwritten by Lloyd's Insurance Company S.A. with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium.
2. The Member State in charge of controlling the Insurer's activities is Belgium and the Authority in charge of controlling the Insurer's activities is the National Bank of Belgium registered at Boulevard de Berlaimont 3, 1000 Brussels, Belgium.
3. However, for compulsory insurance, the parties cannot freely choose the applicable law. Under Article 10 of the Legal Regime of the Insurance Contract (RJCS), approved by Decree-Law No. 72/2008, of 16 April, compulsory insurance contracts in Portugal are governed by Portuguese law. This provision is mandatory and cannot be waived.
4. That the Policyholder/Insured must make sure that all information provided to the Insurer is true and accurate and no facts that might have influenced the Insurer's decision to provide insurance or the terms of that insurance were withheld.

That any facts or circumstances known or that may be reasonably known by the Policyholder/Insured shall be disclosed if they may affect the Insurer's decision to accept the insurance or may be reasonably material for the evaluation of the risk, even if those facts or circumstances are not expressly asked or required in the insurance proposal query.

However, it is found that this provision is not in accordance with the law. Under Article 25 of the Legal Regime of the Insurance Contract (RJCS), fraudulent omissions or inaccuracies made by the policyholder in the initial declaration of risk do not determine the invalidity of the contract but its annulment (by declaration to that effect by the insurer to the policyholder).

On the other hand, when there is negligent behavior, the insurer cannot modify or terminate the contract at its discretion, but the termination of the contract in these cases depends on the insurer demonstrating that it does not under any circumstances enter into contracts for the coverage of risks related to the fact omitted or declared inaccurately (Article 26 of the RJCS).

5. A summarised description of the risk, cover, sum insured, limits and exclusions, premium and method of payment, indemnity, duration and method of assignment is attached.
6. Consequences for lack of payment of the premium or an instalment of the premium:
 - a) Only with the payment of the premium the covering of the risk is started, hence if the

Policyholder does not pay the initial premium or its first instalment, the insurance contract will be automatically cancelled with effect from inception, producing no effects.

- b) The lack of payment of the premium corresponding to subsequent annuities or its first instalment prevents the inception of the contract.
- c) The termination of the insurance contract pursuant lack of payment of premium does not preclude Policyholder from obligation of payment for the period during which the agreement has been in force, including the accrued interest.

7. Any claim should be addressed in writing to the intermediary mentioned in the Policy, which, in turn, will notify it to:

Van Ameyde Portugal S.A.
Rua Ivone Silva 6 3°esq
1069-130 Lisbon, Portugal
Tel: 00 351 213 943 402
Fax: 00 351 213 943 401
Email: vanameyde@vanameyde.com

8. By signing below the Policyholder expressly acknowledges that:

- a) They have read, examined and received, in writing and prior to the inception of the insurance, the pre-contractual information detailed above as well as all the necessary clarifications;
- b) All facts and information provided to the Insurer are true and accurate and the policyholder did not withhold any facts that might have influenced the decision to provide insurance or the terms of that insurance.

.....
THE POLICYHOLDER

Complaints Notice – Portugal

Any complaint should be addressed to:

Abbeygate Insurance Brokers Limited Shop 1 Mesogi
Avenue, Paphos, 8280, Cyprus
Tel: 00357 26 819 175 Fax: 00357 26 222 991
E-mail: cyprus@abbeygate.cy

Or alternatively

Head of Complaints Management Lloyd's
Insurance Company S.A. Bastion Tower,
Marsveldplein 5
1050 Brussels, Belgium
Tel: +32 (0)2 227 39 40
E-mail: lloydseurope.complaints@lloyds.com

Complaints must be filed in writing, on a durable medium, preferably digital and must contain all information necessary for an adequate handling, including full details of the complainant, and clear description of the facts giving raise to the complaint.

Your complaint will be acknowledged in writing, within 5 (five) business days of the complaint being made. At that moment, you will be informed of the date when the investigation is expected to be finished.

A decision on your complaint will be provided to you, in writing, within 20 (twenty) business days (or 30 (thirty) business days for exceptional or complex cases) of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 20 (twenty) business days (or 30 (thirty) business days for exceptional or complex cases) of the complaint being received, you may refer your complaint to the independent Customers' Ombudsman appointed by Lloyd's Insurance Company. The Ombudsman will review the complaint within 30 (thirty) business days of receipt (or 45 (forty-five) business days in exceptional cases) and issue a recommendation accordingly. The contact details are:

Mr Gonçalo Vareiro
NSM, Sociedade de Advogados RL
Avenida Fontes Pereira de Melo, nº 21, 2º.
1050-116 Lisbon
Portugal

Fax: +351 211 911 722
E-mail: gv@nsmadvogados.pt

You may also bring a complaint before the Authority for the Supervision of Insurance and Pension Funds (ASF). The contact details are below:

Authority for the Supervision of Insurance and Pension Funds (ASF)
Av. da República, 76
1600-205 Lisbon
Portugal

Tel: (351) 21 790 31 00
Fax: (351) 21 793 85 68

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of Portugal and any disputes arising under, out of, arising out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Portugal.

All summonses, notices or process required to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceedings against it in connection with this Insurance may be served if addressed and delivered to:

Van Ameyde Portugal S.A.
Rua Ivone Silva 6 3ºesq
1069-130 Lisbon, Portugal
Tel: 00 351 213 94 34 00
Fax: 00 351 213 943 401
Email: vanameyde@vanameyde.com

This Service of Suit and Jurisdiction Service Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent

required, shall apply to give effect to that process.

Several liability clause

The obligations of the underwriting insurers arising out of the insurance contracts they underwrite are several and not joint and several, and are limited only to the scope of their individual subscriptions. The underwriting insurers shall not be liable for the underwriting of any co-underwriter who for any reason fails to fulfil all or part of its obligations.

Language declaration clause

The insured has stated that he/she understands and has requested that the insurance contract be provided in the English language. The insured confirms that he/she understands such contract and agrees to be bound by its terms and conditions.

Data Protection Notice

Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

Why we collect your personal information and the lawful basis for Processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

Who we are sharing your personal data with

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law

enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law. From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

How long we keep your data

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

Complaints, contacting us and the regulator, and your rights

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us LloydsEurope.DataProtection@lloyds.com or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need contact the insurance agent or insurance broker that arranged your insurance at:

Abbeygate Insurance Brokers Limited
Shop 1, Mesogi Avenue,
Paphos, 8280, Cyprus
Tel: 00357 26819175 Fax:00357 26222991
Email: cyprus@abbeygate.cy

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

Consent

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract

will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

Contact details of the Data Protection Officer

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer
Lloyds Insurance Company S.A.
Bastion Tower
Place du Champ de Mars 5
1050 Bruxelles
Belgium
Email: LloydsEurope.DataProtection@lloyds.com

PART 1 - COMPULSORY MOTOR THIRD PARTY LIABILITY INSURANCE

General Terms and Conditions - Preliminary clause

1. An insurance contract is established between Lloyd's Insurance Company S.A., the Insurer, and the policyholder mentioned in the specific conditions, which is governed by these general conditions and by the specific conditions, as well as by the special conditions, if any.
2. The individualisation of the present contract is made in the particular conditions, with, among others, the identification of the parties and their domicile, the data of the insured, the data of the representative of the insurer for the handling of claims, and the determination of the premium or the formula for its calculation.
3. The special conditions provide cover for risks and/or guarantees in addition to those provided for in the present general conditions and must be specifically identified in the particular conditions.
4. The documents provided for in clause 21, shall constitute the present contract, in addition to the conditions provided for in the previous numbers and which constitute the policy.
5. The provisions of the previous number shall not apply to advertising messages whose end of broadcasting occurred more than one year before the conclusion of the contract, or when the messages themselves set a period of validity and the contract has been concluded outside that period.
6. The policy indicates the insurer's agent (Abbeygate Insurance Brokers Limited) website where the text of Chapter III of Title II of Decree-Law 291/2007 of 21 August is made available in an easy, free and printable form.

CHAPTER 1 - Definitions, object and guarantees of the contract

Clause 1 – Definitions

For the purposes of this contract

- a) **Policy:** set of conditions contained within this document upon which this insurance contract is concluded and formalised;
- b) **Third Party:** any person who, as a result of an event covered by this contract, suffers damage that may, under the terms of the civil law and of this policy, be repaired or compensated;
- c) **Driver:** the person or persons who have a driving licence and who, having been authorised to drive the vehicle by the insured or by the owner thereof, were driving the vehicle or had it in their custody or were responsible for it, at the time of the accident. It shall be construed that the vehicle was driven only by the person or persons indicated in the Particular Conditions, the characteristics of which form the basis for the calculation of the premium.
- d) **Bodily Injury:** damage resulting from injury to physical or mental health;
- e) **Material Damage:** damage resulting from injury to a movable, immovable or animal object;
- f) **Excess:** amount of the settlement of the claim under the terms of the insurance contract which is not borne by the insurer;
- g) **Insurance premium:** is the consideration for the agreed coverage and includes everything that is contractually due by the policyholder, namely the costs of covering the risk, the acquisition, management and collection costs and the charges related to the policy. To the premium are added the fiscal and para-fiscal charges to be borne by the policyholder under the terms of the law. The premium is defined in accordance with the principle of free competition in the insurance market and may be altered in order to allow the insurer to pay the obligations arising from the insurance contract;
- h) **Insured:** the person or entity holding the insurable interest;

- i) **Insurer:** the entity legally authorised to operate compulsory motor vehicle liability insurance, which underwrites the present contract;
- j) **Claim:** the verification, total or partial, of the event that triggers the activation of the risk coverage set forth in the contract, being considered as a single claim the event or series of events resulting from the same cause;
- k) **Policyholder:** the person or entity that contracts with the insurer, being responsible for the payment of the premium;
- l) **Motor vehicle:** any vehicle capable of circulation on land and propelled by an engine, including motorbikes, special vehicles, trailers and semi-trailers, which requires an administrative authorisation for circulation on the road in accordance with the legislation on road circulation and road safety. For the interpretation of the concepts included in this definition, the provisions of Articles 105 - 109 of the Portuguese Highway Code, approved by Decree-Law 114/94 of 3 May, as well as any other regulations supplementing or modifying the above, apply;
- m) **Insured Vehicle:** the motor vehicle, with its factory or optional equipment, as described in the Particular Conditions of the policy.

Clause 2 - Object of the contract

1. **The purpose of the present contract is to comply with the obligation of car civil liability insurance, set forth in article 4 of Decree-Law no. 291/2007, of 21st August.**
2. **This contract guarantees, up to the limits and under the conditions established by law:**
 - a. **The civil liability of the policyholder, owner of the vehicle, beneficial owner, purchaser with reservation of title or lessee under a leasing agreement, as well as of its lawful holders and drivers, for bodily injury or damage to property caused to third parties;**
 - b. **Satisfaction of compensation owed by the perpetrators of theft, burglary, theft of use of vehicles or road accidents caused intentionally.**

Clause 3 - Territorial and temporal scope

1. **This contract covers civil liability arising from accidents:**
 - a. **In the whole of the territories of the countries whose national insurers' bureaux have joined the Agreement between national insurers' bureaux, including any stay of the vehicle in any of them during the contract period;**
 - b. **On a journey directly linking two territories where the Agreement on the European Economic Area applies, when there is no national insurers' bureau in that territory.**
2. **The countries referred to in paragraph a) of the preceding number are, specifically, the Member States of the European Union, the other member countries of the European Economic Area (Iceland, Liechtenstein and Norway), as well as Switzerland, Croatia, Faeroe Islands, United Kingdom, Channel Islands, Gibraltar, Isle of Man, Republic of San Marino, Vatican State and Andorra, as well as other countries whose national insurers' bureaux adhere to the aforementioned Agreement and that may be indicated in the contract or in the respective supporting documents.**
3. **The contract may also cover civil liability arising out of the use of the vehicle in territories other than those mentioned in paragraph 1, in particular in States where there is a national insurers' bureau which has acceded to Section II of the Regulation annexed to the Agreement between national insurers' bureaux, provided that it is**

guaranteed by an international certificate of insurance ("green card") valid for use in those countries.

4. The present contract covers civil liability for accidents occurring during the contract's validity period under the applicable legal terms.

Clause 4 - Material scope

1. This contract covers:
 - a. For accidents occurring in the territory of Portugal, the obligation to compensate established in civil law;
 - b. For accidents occurring in the other territories of countries whose national insurers' bureaux have joined the Agreement between national insurers' bureaux, the obligation to compensate is established by the law applicable to the accident, which, in accidents occurring in territories where the Agreement of the European Economic Area applies, is replaced by Portuguese law whenever the latter provides for a higher coverage;
 - c. In respect of accidents occurring on the route provided for in paragraph 1 b) of the preceding clause, only damages to residents of Member States and countries whose national insurers' bureaux have acceded to the Agreement between the national insurers' bureaux and under the terms of Portuguese law.
2. This contract covers damage suffered by pedestrians, cyclists and other non-motorised users of the roads only when and to the extent that the law applicable to civil liability arising out of a motor vehicle accident provides for compensation for such damage.

Clause 5 - Exclusions from the compulsory guarantee

1. Bodily injuries suffered by the driver of the insured vehicle responsible for the accident, as well as damages arising therefrom, are excluded from compulsory insurance cover.
2. Also excluded from compulsory insurance is any damage to property caused to the following persons:
 - a. Driver of the vehicle responsible for the accident;
 - b. Policyholder;
 - c. All those whose liability is, in legal terms, guaranteed, namely as a result of co-ownership of the insured vehicle;
 - d. Companies or legal representatives of the legal persons responsible for the accident, when acting in the exercise of their functions;
 - e. Spouse, ancestors, descendants or adopted children of the persons mentioned in paragraphs a) to c), as well as other relatives or family members up to the 3rd degree of consanguinity, but, in the latter case, only when they live together or are economically dependent on them;
 - f. Those who, under the terms of Articles 495, 496 and 499 of the Civil Code, are entitled to an indemnity claim arising out of ties with any of the persons referred to in the preceding sub-paragraphs;
 - g. Passengers, when transported in contravention of the rules concerning the transport of passengers contained in the Highway Code, where namely the special

regimes concerning the transport of children, transport outside of seats and transport on motorbikes, tricycles, quadricycles and mopeds are relevant.

3. In the event of the death, as a consequence of the accident, of any of the persons referred to in paragraphs e) and f) of the preceding subsection, no compensation shall be payable to the person responsible for the accident.
4. The following are also excluded from compulsory insurance cover:
 - a. Damage to the insured vehicle itself;
 - b. Damage caused to the goods transported in the insured vehicle, whether during transportation or in loading and unloading operations;
 - c. Any damage caused to third parties as a result of loading and unloading operations;
 - d. Damage due, directly or indirectly, to explosion, heat release or radiation, from disintegration or fusion of atoms, artificial particle acceleration or radioactivity;
 - e. Any damage occurring during sporting competitions and respective official training, except in the case of insurance of sporting competitions, in which case these General Conditions shall apply, with the necessary adaptations provided for the purpose by the parties;
 - f. Damage caused to third parties by the Insured Vehicle and those suffered by itself, when the vehicle is used for purely agricultural or industrial functions.
5. In cases of theft, burglary or theft of use of vehicles and traffic accidents fraudulently caused, the insurance does not guarantee the payment of compensation owed by the respective perpetrators and accomplices to the owner, beneficial owner, purchaser with reservation of title or lessee under a leasing agreement, nor to the perpetrators or accomplices or to the passengers carried who were aware of the illegal possession of the vehicle and willingly carried therein.
6. Regarding the introduction of an exclusion of the insurer's liability in the event that the payment of compensation leads to the application of economic sanctions, we note that the scope of application of the clause should be limited to sanctions that are applicable in Portuguese law. Under Article 10 of the Portuguese Insurance Contract Law, approved by Decree-Law No. 72/2008 of 16 April, compulsory insurance contracts in the Portuguese legal order are governed by Portuguese law.

CHAPTER II - Declaration of risk, initial and subsequent

Clause 6 - Duty to declare risk upfront

- 1. The policyholder or the insured shall be obliged, before the conclusion of the contract, to declare accurately all circumstances which he knows and reasonably ought to have as significant for the assessment of the risk by the insurer.**
- 2. The provisions of the preceding paragraph shall also apply to circumstances the mention of which is not requested in any questionnaire provided by the insurer for this purpose.**
- 3. The insurer who has accepted the contract, unless the policyholder or the insured has acted with intent to obtain an advantage, may not prevail:**
 - a. Failure to answer a question in the questionnaire;**
 - b. Inaccurate answer to a question formulated in too general terms;**
 - c. Of inconsistency or contradiction evident in the questionnaire responses;**
 - d. of a fact which its representative, at the time of the conclusion of the contract, knew to be inaccurate or, having been omitted, was aware of;**
 - e. From circumstances known to the insurer, especially when they are public and notorious.**
- 4. The insurer shall, prior to the conclusion of the contract, inform any policyholder or insured about the duty referred to in paragraph 1, as well as about the regime of its non-fulfilment, under penalty of incurring civil liability under the general terms.**

Clause 7 - Wilful failure to comply with the duty to declare risk in the first instance

- 1. In case of wilful breach of the duty referred to in paragraph 1 of the preceding clause, the contract shall be voidable by means of a declaration sent by the insurer to the policyholder.**
- 2. If no claim has occurred, the declaration referred to in the preceding paragraph shall be sent within three months from the date of knowledge of such non-fulfilment.**
- 3. The insurer shall not be obliged to cover a claim arising before it has become aware of the wilful default referred to in paragraph 1 or within the period of time provided for in the preceding paragraph, and the general regime of voidability shall apply.**
- 4. The insurer is entitled to the premium due until the end of the period referred to in paragraph 2, unless there has been intent or gross negligence on the part of the insurer or his representative.**
- 5. In case of malice on the part of the policyholder or the insured with the purpose of obtaining an advantage, the premium is due until the termination of the contract.**

Clause 8 - Negligent breach of duty to make an initial risk declaration

- 1. In the event of negligent breach of the duty referred to in clause 6.1, the insurer may, by a declaration to be sent to the policyholder, within three months of becoming aware of it:**
 - a. Propose an amendment to the contract, fixing a deadline of no less than 14 days**

- for the sending of the acceptance or, if admissible, of the counterproposal;
- b. To terminate the contract, demonstrating that under no circumstances does it conclude contracts for the coverage of risks related to the omitted or inaccurately stated fact.
2. The contract ceases its effects 30 days after the sending of the termination declaration or 20 days after the receipt by the policyholder of the proposal for amendment, in case he/she does not reply or rejects it.
 3. In the case referred to in the preceding paragraph, the premium shall be returned on a *pro rata temporis basis* taking into account the cover obtained.
 4. If, before the termination or modification of the contract, a claim occurs, the occurrence or consequences of which have been influenced by an event in respect of which there has been a negligent omission or inaccuracy:
 - a. The insurer covers the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time of the conclusion of the contract, it had known about the omitted or inaccurately stated fact;
 - b. The insurer, proving that under no circumstances would it have concluded the contract if it had known the omitted or inaccurately stated fact, shall not cover the claim and shall only be bound to refund the premium.

Clause 9 - Change of risk

1. The policyholder or the insured has the duty, during the performance of the contract, within 14 days from the knowledge of the fact, to communicate to the insurer all circumstances that change the risk, provided that these, if they had been known to the insurer at the time of the conclusion of the contract, could have influenced the decision to contract or the contract conditions.
2. Within 30 days of becoming aware of the change of the risk, the insurer may:
 - a. Present the policyholder with a proposal for modifying the contract, which must be accepted or refused by the latter within the same period of time, at the end of which the proposed modification is deemed approved;
 - b. Terminate the contract, demonstrating that under no circumstances does it enter into contracts covering risks with the characteristics resulting from this change of risk.
3. According to this section, the contract must provide a reasonable period for the termination notice to take effect. However, Article 2(3) of Regulatory Standard No. 14/2008-R of 27 November requires that this period be specified in concrete terms.

Clause 10 - Claims and change of risk

1. If before termination or modification of the contract in accordance with the terms of the previous clause, a claim occurs, the occurrence or consequence of which has been influenced by the aggravation of the risk, the insurer:
 - a. will cover the risk, providing the agreed benefit, if the aggravation has been correctly and timely communicated before the claim or before expiry of the time limit provided for in no. 1 of the previous clause;

- b. will partially cover the risk, reducing its benefit in proportion to the premium actually charged and that which would be due in the actual circumstances of the risk, if the aggravation has not been correctly and timely communicated prior to the claim;
 - c. can refuse cover in the event of dishonest behaviour by the policyholder or the insured with a view to obtaining an advantage, while retaining the right to the premiums due.
2. In the situations set out in subparagraphs a) and b) of the preceding paragraph, where the aggravation of the risk results from an act of the policyholder or the insured, the insurer shall not be obliged to pay the benefit if he demonstrates that, in no case, does he conclude contracts covering risks with the characteristics resulting from such change in the risk.

CHAPTER III - Payment and alteration of premium

Clause 11 - Premiums due

- 1. Unless otherwise agreed, the initial premium, or the first instalment thereof, is due on the date of conclusion of the contract.
- 2. The next instalments of the initial premium, the premium for subsequent renewals and successive instalments thereof are due on the dates set out in the contract.
- 3. The part of the variable premium relating to the value adjustment and, where appropriate, the part of the premium corresponding to contract amendments, shall be due on the dates indicated in the respective notices.

Clause 12 - Coverage

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

Clause 13 - Notice of payment of premiums

- 1. During the term of the contract, the insurer shall give written notice to the policyholder of the amount to be paid, as well as of the method and place of payment, at least 30 days before the date on which the premium or instalments thereof are due.
- 2. The notice shall contain, in a legible manner, the consequences of the non-payment of the premium or parts thereof.
- 3. In insurance contracts where the payment of the premium is agreed in instalments with a frequency of three months or less, and where the contractual documentation indicates the due dates of the successive premium instalments and the respective amounts to be paid, as well as the consequences of their non-payment, the insurer may choose not to send the notice referred to in subsection 1. In this case, the proof of issue, acceptance and sending to the policyholder of the contractual documentation referred to in this subsection shall be the responsibility of the insurer.

Clause 14 - Non-payment of premiums

- 1. **Failure to pay the initial premium, or the first instalment thereof, on the due date shall determine automatic termination of the contract from the date of its conclusion.**
- 2. **Failure to pay the premium for subsequent instalments, or the first instalment thereof,**

- on the due date shall prevent the extension of the contract.
3. **The lack of payment determines the automatic termination of the contract on the due date of:**
 - a. **An instalment of the premium over the course of an annual period;**
 - b. **A partial premium or part of a variable amount premium;**
 - c. **An additional premium resulting from a modification of the contract based on a subsequent increase of the risk.**
 4. **Failure to pay, by the due date, of an additional premium resulting from a contractual change shall determine the ineffectiveness of the change, and the contract shall continue with the scope and under the conditions that were in force before the intended change, unless the subsistence of the contract proves to be impossible, in which case it shall be considered terminated on the due date of the unpaid premium.**

Clause 15 – Premium changes

1. If there is no change in risk, any change in the premium applicable to the contract may only take place on the next annual renewal date.
 2. Changes in premium may occur due to the application of no-claims bonuses or increased claims ratios, as well as following changes in risk, changes in applicable rates or taxes, or other legal or commercial changes.
-

CHAPTER IV - Commencement of effect, duration and changes to the contract

Clause 16 - Start of cover and effects

1. The day and time of the start of the risk coverage are indicated in the contract, and the day in the insurance evidence, taking into account the provisions of clause 12.
2. The provisions of the preceding number shall also apply to the commencement of the effects of the contract, if different from the commencement of the coverage of risks.

Clause 17 - Duration

1. The duration of the contract is indicated on this and on the insurance document and may be for a fixed and determined period (temporary insurance) or for one year renewable for further periods of one year.
2. The effects of the contract cease at midnight on the last day of its term.
3. The extension provided for in paragraph 1 is not affected if either party terminates the contract at least 30 days before the date of extension or if the policyholder does not pay the premium.

Clause 18 - Termination of the contract

1. The contract can be terminated by the parties at any time, with just cause, by registered mail.
2. The insurer may not invoke the occurrence of an accident as a relevant cause for the purpose set out in the preceding subsection.
3. The amount of premium to be returned to the policyholder in the event of early termination of the contract is calculated proportionally to the period of time that would elapse from the date of termination of the cover until the expiry of the contract, unless otherwise agreed by law.
4. The contract will change from the date shown in the cancellation schedule.
5. The insurer and the policyholder may agree, at any time, to terminate the contract of insurance by mutual consent. However, if the policyholder and the insured are not the same then this cancellation can not take effect until the insured has provided their consent in writing. Any return premium will be calculated in accordance with paragraph 3.
6. This section provides that the contract must provide a reasonable period for the termination notice to take effect. However, Article 2 (3) of Regulatory Standard No. 14/2008-R of 27 November requires that this period be specified in concrete terms.

Clause 19 - Transfer of the vehicle

1. The insurance contract is not transferable in case of sale or transfer of the vehicle, this contract will end upon the sale of the vehicle on risk at 23:59 of the sale date, except if it is used by the policyholder himself to insure a new vehicle.

2. The policyholder shall notify the insurer in writing of the sale or transfer of the vehicle within 24 hours of the sale or transfer and shall attach the provisional certificate of insurance, the certificate of third party liability or the notice of receipt and the international certificate of insurance ("green card").
3. If the obligation to give notice under the preceding paragraph is not complied with, the insurer shall be entitled to an indemnity of an amount equal to the amount of the premium corresponding to the period of time between the moment of sale or transfer of the vehicle and the end of the insurance year in which it takes place, without prejudice to the termination of the effects of the contract under the terms of paragraph 1.
4. The parties may limit the sanction provided for in the previous paragraph depending on the actual duration of the non-compliance provided for therein.
5. When communicating the sale or transfer of the vehicle to the insurer, the policyholder may request the suspension of the effects of the policy, until the vehicle is replaced, with an extension of the policy's validity period.
6. If the vehicle is not replaced within 120 days from the date of the suspension request, there is no need to extend the period, and the contract is considered terminated from the date of the beginning of the suspension, and the premium to be returned by the insurer is calculated in accordance with paragraph 3 of the previous clause.

Clause 20 - Transfer of rights

Unless otherwise agreed, the death of the policyholder does not cause the contract to terminate, and their heirs succeed to the respective rights and obligations under the terms of the law.

CHAPTER V - Proof of insurance

Clause 21 - Proof of insurance

1. The following documents represent proof of the present insurance contract:
 - a. For vehicles normally based in Portugal, the international certificate of insurance (green card), provisional certificate, aviso-recibo, or civil liability certificate, when valid;
 - b. For vehicles normally based outside the territory of the European Economic Area, the documents mentioned in the previous paragraph and also the border insurance certificate, when valid.
2. In the case of a contract for which the premium payment is made in instalments shorter than a four-month period and for which the insurer has opted for the regime of automatic issue of provisional certificates only, the policyholder is entitled to request the issuance of the international certificate of insurance, which shall be issued within 5 working days and without additional charges.

Clause 22 - Intervention by insurance intermediaries

1. No insurance intermediary shall act on behalf of the insurer to conclude or terminate insurance contracts, to contract or modify the obligations arising therefrom, or to validate additional statements, except as provided in the following paragraphs.
2. The insurance intermediary to whom the insurer has granted, in writing, the necessary powers, may conclude insurance contracts, contract or modify the obligations arising therefrom, or validate

additional declarations, on behalf of the insurer.

3. Despite the lack of specific powers for that purpose on the part of the insurance intermediary, the insurance shall be considered effective when there are substantial reasons, objectively assessed, taking into account the circumstances of the case, that justify the confidence of the policyholder in good faith in the legitimacy of the intermediary, provided that the insurer has also contributed towards establishing the trust of the policyholder.

CHAPTER VI - Insurer's principal benefit

Clause 23 - Limits of insurance

1. **The insurer's liability is always limited to the maximum amount fixed in the Particular Conditions of the policy, irrespective of the number of different persons injured by an accident, and corresponds at all times to the minimum compulsory amount of capital and to the maximum amount for each injured person pursuant to the terms of the law in force at the time.**
2. **Unless otherwise agreed in the Particular Conditions:**
 - a. **When the compensation awarded to the injured party equals or exceeds the sum insured, the insurer is not liable for legal costs;**
 - b. **When the compensation awarded to the injured party is lower, the insurer is liable for the compensation and the same expenses up to the limit of the sum insured.**

Clause 24 - Excess

By express agreement, the policyholder or insured person may be responsible for part of the compensation due to a third party, but this limitation of guarantee cannot be invoked against them.

It is up to the insurer, in the event of a third party claim, to respond in full for the compensation due, without prejudice to the right to be reimbursed by the policyholder under the terms of paragraph 1, of the amount of the excess applied.

Clause 25 - Plurality of insurance

In the event that, in relation to the same vehicle, there are several types of insurance, first and foremost, for all legal purposes, is the sports events insurance, or, in the absence of this, the garage insurance, or, in the absence of these two, the motorist's insurance or, in the case of the absence of these three, the residual contract, concluded in the terms of nr. 2 of article 6 of Decree-Law nr. 291/2007, 21 August, or, in the case of the absence of these four, the insurance of the owner of the vehicle or of the other subjects of the obligation to insure.

Clause 26 - Insufficient amount insured

1. If there are several victims of the same accident with a right to compensation which, as a whole, exceeds the sum insured, the rights of the victims against the insurer are proportionally reduced to the same amount.
2. The insurer who, in good faith and through lack of knowledge of the existence of other claims, has paid to an injured party compensation a higher amount than that which would be due to him or her under the terms of the preceding paragraph, shall not be liable to the other injured parties except until the limit of the remaining capital amount insured.

CHAPTER VII - Obligations and rights of the parties

Clause 27 - Obligations of the policyholder and the insured

1. **In the event of a claim covered by this contract, the policyholder or the insured, under penalty of being liable for losses and damages, are obliged:**
 - a. **To communicate such fact, in writing, to the insurer, as soon as possible, never more than 8 days from the day of the occurrence or from the day he/she becomes aware of it, providing all the relevant indications and documentary and/or testimonial evidence for a correct determination of liabilities;**
 - b. **To take all reasonable measures to avoid or mitigate damage or limit the consequences of the accident;**
 - c. **To provide the insurer with any relevant information it may request concerning the claim and its consequences.**
2. **Notice of the claim, as referred to in sub-paragraph a) of the preceding paragraph, shall be given on the appropriate form provided by the insurer or available on its website, or by any other means of communication which may be used without the physical and simultaneous presence of the parties, provided that a written or recorded record of it is kept.**
3. **The liability for loss or damage provided for in paragraph 1 shall not apply if the insurer has become aware of the loss or damage by another means within the eight days provided for in paragraph a) therein, or the person obliged to give notice proves that he could not reasonably have given the required notice at an earlier time than the time when notice was given.**
4. **The policyholder and the insured may not, under penalty of being held liable for damages:**
 - a. **Pay an out-of-court settlement of the claim or advance money, for the account, on behalf or under the responsibility of the insurer, without its express authorisation;**
 - b. **Give occasion, even if by omission or negligence, to a judgement favourable to a third party or, when he/she does not immediately inform the insurer, of any legal proceedings instituted against him/her as a result of a claim covered by the policy;**
 - c. **prejudicing the rights of the insurer in the rights of the insured against the third party responsible for the loss, arising from the insurer's coverage of the loss.**
5. **The policyholder or the insured must provide the insurer with all kinds of information on the circumstances and consequences of the accident and keep them informed of the legal procedures relating to the traffic accident, if applicable.**

Clause 28 - Obligation of reimbursement by the insurer of expenses incurred with the removal and mitigation of the claim

1. The insurer shall pay the policyholder or the insured the expenses incurred in compliance with the duty set out in paragraph 1 b) of the preceding clause, provided that they are reasonable and proportionate, even if the means employed prove to be ineffective.
2. The expenses indicated in the previous paragraph shall be paid by the insurer in advance of the date of settlement of the claim, when the policyholder or insured party requests reimbursement, the circumstances do not prevent this and the claim is covered by the insurance.
3. The amount due by the insurer in accordance with paragraph 1 shall be deducted from the amount of insurance capital available, unless it corresponds to expenses incurred in compliance with specific determinations of the insurer or its autonomous coverage results from the contract.

Clause 29 - Obligations of the insurer

1. The insurer replaces the insured in the amicable or litigious settlement of any claim that, under the terms of this contract, occurs during its term, subjecting itself to direct action by injured third parties or their heirs.
2. The insurer shall notify the policyholder of the claims submitted by third parties, expressly mentioning that, in case he does not report the claim, the sanction provided for in the final part of paragraph 3 of Article 34 of Decree-Law no. 291/2007, of 21st August, or another one provided for in the contract, shall apply to him.
3. The insurer shall provide the policyholder and the insured with the necessary clarifications for the correct understanding of the procedures to be adopted in the event of a claim, providing written information regarding the deadlines to which it is committed, taking into account the type of claim.

Clause 30 - Codes of conduct, conventions or agreements

The insurer shall inform the policyholder and the insured of their adherence to a code of conduct, convention or agreement between insurers aimed at the settlement of claims, namely those that ensure faster procedures, identifying the respective insurers, as well as providing the necessary or convenient clarifications for a correct understanding of their application.

Clause 31 - Right of recourse of the insurer

Once compensation has been paid, the insurer has the right to demand reimbursement only:

- a) Against the person(s) responsible for the accident when this was intentionally caused;**
- b) Against the perpetrators and accomplices of theft, burglary or unauthorised use of the vehicle causing the accident, as well as, alternatively, the driver of the vehicle subject to such crimes who should have known them and caused the accident;**
- c) Against the driver, when the driver has caused the accident and has driven with a blood alcohol level higher than that legally permitted, or has been under the influence of narcotics or other drugs or intoxicating products;**
- d) Against the driver, if he is not legally qualified, or when he has abandoned the injured party;**

- e) **Against the civil liability for damage caused to third parties as a result of cargo falling due to deficient securing;**
- f) **Against those who fail to comply with the garage owner's civil liability insurance obligation;**
- g) **When the vehicle is in the garage owner's custody, against the civil liability for damage caused by the use of the vehicle outside the scope of the garage owner's professional activity;**
- h) **When the vehicle is in the custody of a garage owner, and subsidiarily to the right provided in sub-paragraph b), against the person responsible for the custody whose negligence has caused the crime of theft, robbery or theft of use of the vehicle causing the accident;**
- i) **Against the civil liability for damage caused to third parties due to the use or driving of vehicles that do not comply with the legal obligations of a technical nature regarding the condition and safety conditions of the vehicle, to the extent that the accident was caused or aggravated by the malfunctioning of the vehicle;**
- j) **In particular, with regard to the provisions of the preceding paragraph, against the person responsible for submitting the vehicle to periodic inspection who, while the insurance contract is in force, has failed to comply with the obligation to renew periodically such submission, to the extent that the accident has been caused or aggravated by the malfunctioning of the vehicle.**

CHAPTER VIII - Bonuses or changes by claims

Clause 32 - Bonuses or increases of premiums due to accidents

1. For the application of the premium increase for accidents caused and the bonus for lack of accidents (bonus/malus) scale, only the loss which has given rise to the payment of compensation or the constitution of a claims provision and, in the latter case, provided that the insurer has assumed the corresponding responsibility, shall be considered.
2. In the event of a claims provision being made, the insurer may suspend the award of bonuses for a maximum period of two years, at the end of which time they shall be returned and the tariff situation shall be restored without prejudice to the policyholder, if the insurer has not, in the meantime, assumed liability towards a third party.

Clause 33 – Proof of Claims history

The insurer delivers to the policyholder a certificate covering the last five years of the contractual relationship, identifying the existence or absence of accidents involving civil liability caused by the vehicle or vehicles covered by the insurance contract:

- a) Whenever he or she requests it, and within 15 days of the request;
- b) Whenever the termination of the contract is of its own initiative, 30 days before the date of the termination.

CHAPTER IX - Miscellaneous provisions

Clause 34 - Communications and notifications between the parties

1. The communications or notifications of the policyholder or insured provided for in this policy shall be deemed valid and effective if made to the registered office of the insurer or branch, as the case may be.
2. Communications or notifications made, under the terms of the previous number, to the address of the insurer's representative not established in Portugal, in relation to claims covered by this policy, shall also be valid and effective.
3. All communications provided for in this contract shall be in writing or in another medium which provides a lasting record.
4. The insurer is only obliged to send the communications set out in the present contract if the recipient of the communications is duly identified in the contract, and they shall be deemed validly made if sent to the respective address stated in the policy.
5. For the purposes set out in Chapter III of Title II of Decree-law 291/2007 of 21 August, the insurer may resort to means which are recorded if it is authorised to do so under the terms of the law.

Claims representative

The claims representative appointed by the insurer is the following entity:

Van Ameyde Portugal S.A.

Rua Ivone Silva 6 3ºesq

1069-130 Lisbon, Portugal

Tel: 00 351 213 94 34 00

Fax: 00 351 213 943 401

Email: vanameyde@vanameyde.com

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This policy is underwritten by Abbeygate Insurance Brokers Limited on behalf of Lloyd's Insurance Company SA

PART 2 - OPTIONAL COVERS

General Terms and Conditions

Preliminary clause

1. Upon express agreement in the specific conditions, other risks and/or guarantees may be the subject of this contract, in accordance with the coverage and exclusions contained in the respective special conditions that have been contracted.
2. The general conditions of the Compulsory Motor Third Party Liability Insurance Policy shall apply *mutatis mutandis* to optional coverages unless otherwise provided in these general conditions and/or in its special conditions.

Clause 1 - Definitions

In addition to the definitions contained in the general conditions relating to compulsory motor vehicle liability insurance, for the purposes of these optional coverages

- a) **Damage to the vehicle:** Any damage to the Insured Vehicle due to an accident caused by an external, violent and instantaneous accident, or by fire or explosion, without the driver's will, when the vehicle is being driven or parked, or while being transported, except by sea or by air;
- b) **Personal Accident:** Bodily injury caused by accidents due to a violent, sudden, external and unwanted event to the persons being transported in the vehicle, whose characteristics are set out in the Special Conditions;
- c) **Personal property:** objects found inside the Insured Vehicle which are the property of the insured, the insured being able to prove it;
- d) **Factory Equipment and/or Extras:**
 - a. Factory equipment means components and accessories which are always included in that vehicle type by the manufacturer at no extra cost and without which the vehicle cannot be purchased on the market;
 - b. Extras are any components or accessories expressly requested by the buyer of the vehicle, or which are included by the dealer or seller but require additional payment. Optional equipment must be specifically described in the Specific Terms and Conditions.
- e) **Theft or Robbery:** the unlawful taking of the insured vehicle, its components, accessories or extras, due to theft, burglary or theft of use, as defined in the Portuguese Criminal Code, in its attempted, frustrated or achieved form.
- f) **Theft or Robbery of the vehicle:** when, in case of theft or robbery of the Insured Vehicle, it has not been recovered within forty days from the date of the report to the insurer. The date on which the Insurance Vehicle is recovered shall be understood to be the date on which the competent authority recovers the Insurance Vehicle;
- g) **Vehicle Owner:** the natural or legal person who is the holder of the ownership right over the Insured Vehicle;
- h) **First loss:** the maximum limit of indemnity for a claim is the amount indicated in the schedule as indicated and confirmed by the client.
- i) **Total loss:** exists if one of the following situations occurs: (i) The vehicle has disappeared or been totally destroyed; (ii) It is found that repair is materially impossible or technically not advisable, as its safety conditions have been seriously affected; or (iii) The estimated value of the repair of the damage suffered, added to the salvage value, exceeds 100% of the market value of the vehicle, depending on whether it is less or more than two years old, respectively;
- j) **Purchase value:** the amount paid by the owner, according to the sales receipt, to buy the Insured Vehicle, including the surcharges and taxes that make the vehicle fit to be driven on public roads,

unless they are deductible for the owner. This price includes only the factory-fitted equipment of the vehicle and optional equipment which is expressly described in the Specific Conditions;

- k) **Market value:** the replacement value of the vehicle at the time immediately prior to the accident;
- l) **Insured Amount or Maximum Cover Limit:** the maximum amount payable per claim for each type of cover;
- m) **Usual driving zone:** for the purpose of determining the insurance premium applicable to the contract, it corresponds to the place of residence of the Driver of the Insured Vehicle.

Clause 2 - Object of the contract

The insurer assumes, up to the limits and under the conditions defined in this Policy, cover for the following risks, to the extent expressly agreed in the specific conditions:

- Optional Civil Liability
- Damage to the vehicle, including fire
- Theft and robbery
- Glass breaking
- Personal Accidents

Clause 3 - Territorial and temporal scope

1. **Unless otherwise provided for in the respective special conditions and/or particular conditions, the optional coverages contracted have the following territorial scope:**
 - a. **Portugal, the European Union and United Kingdom.**
 - b. **States in which there is a national insurers' bureau which has acceded to the Agreement between national insurers' bureaux, provided that it is guaranteed by an international certificate of insurance ("green card") valid for driving in those countries.**
 - c. **Andorra, Gibraltar, Liechtenstein, Monaco, San Marino and Vatican City.**
2. **Unless otherwise provided for in the respective special conditions and/or particular conditions, the optional coverages contracted have the same temporal scope as the compulsory third party liability coverage, in accordance with the provisions of Clause 3 of the general conditions of the Compulsory Automobile Third Party Liability Insurance Policy.**

Clause 4 - Exclusions

1. **In addition to the exclusions set out in Clause 5 of the general conditions of the Compulsory Motor Third Party Liability Insurance Policy which have not been waived and which are applicable to optional cover, the following are also excluded**
 - a. **Damage to the vehicle caused knowingly by the policyholder, the insured, the driver, the owner and their families, unless the damage was caused to avoid a worse situation;**
 - b. **Damage caused by floods, earthquakes, volcanoes, atypical cyclones, falling bodies and meteorites, terrorism, riots, popular uprisings, peacetime events and operations of the Armed Forces or Security Forces and Corps, civil or international war, unruly behaviour during meetings, demonstrations and strikes, and events declared as a "national disaster or calamity" by government authorities;**

- c. Damage caused by driving under the influence of drugs, narcotics and psychoactive substances, and when the Insurance Vehicle driver's test after the accident shows levels of alcohol in the driver's blood or breath that are higher than those permitted by law, or when the driver is found guilty of driving under the influence of alcohol, or when a court decision states that driving under the influence of alcohol is the main or simultaneous cause of the accident or when the driver of the insured vehicle leaves the scene without a justified reason, or drives in a state of dementia or blindness;**
- d. Damage caused when the Insured Vehicle is driven by a person who does not possess a proper driving licence, or whose licence has been cancelled or withdrawn due to a conviction or an administrative penalty, except the rights accruing to the insured in the event of loss due to theft and if the policy covers the same;**
- e. Unless otherwise agreed, losses caused by any type of motor vehicle performing industrial or agricultural work, if the accidents occur in the course of such industrial or agricultural work and are not a direct consequence of the driving of such vehicles;**
- f. Damage occurred when the policyholder, the insured or the driver infringed a regulation relating to regular checks, the number of persons carried, weight, vehicles authorised, load or dimensions, objects or animals which may be carried or the way in which this is done, provided that the infringement was the direct or indirect cause of the accident or its consequences in the case of a vehicle that was not officially authorised to carry persons;**
- g. Damage occurring when the Insured Vehicle takes part in betting, challenges and sporting events;**
- h. Damage occurring when the Insured Vehicle is used as an instrument to knowingly commit an offence or a crime against persons or property.**
- i. In cases of theft, burglary or theft of use of the Insured Vehicle. Unless Theft and Robbery cover has been taken out in the Specific Conditions, in which case the provisions of the optional Theft and Robbery cover shall apply.**
- j. Accidents that occur when the insured vehicle is being used to transport hazardous materials, provided that the damage or its aggravation is caused or aggravated by them. Hazardous materials, among others defined by law, include fuels and flammable, explosive, or toxic materials.**
- k. Accidents in case of suicide, or its attempt, as well as accidents that occur as a result of bets or challenges.**
- l. Damage to paint, letters, drawing, emblems, allegorical slogans, claims or advertising on the insured vehicle, except when it is mentioned as an extra in the Policy, with indication of the respective value.**
- m. Accidents caused by the vehicle when the provisions on mandatory inspection or other provisions relating to the homologation of the vehicle have not been complied with, except if proof is made that the accident was not caused or aggravated by the poor condition of the vehicle, nor by a cause connected with the lack of homologation.**

- 2. The insurer shall in any case be exonerated from making any payment in cases where the damage was caused deliberately or intentionally by the policyholder, the insured, the owner, the driver authorised by them or any of their relatives. Similarly, the insurer shall also not be liable to make any payment in case of false statements in the report of claim, without prejudice to any other relevant liabilities.**
- 3. The policy does not cover the consequences of the events described below unless they are expressly included in the Particular Conditions and the corresponding premium has been paid:**
 - a. Loss caused when the Insured Vehicle takes part in races and competitions as well as in the preparations for such events;**
 - b. Losses caused by the fact that the Insured Vehicle is left on airport property, even if sporadically, and in sea ports, in the case of vehicles normally circulating in these ports, except when the organisation that manages these facilities requires specific insurance to circulate in these facilities.**

Clause 5 - Risk Mitigation

1. In the event of an unequivocal and lasting reduction of the risk reflected in the contract conditions, the insurer must, as soon as it becomes aware of the new circumstances, reflect this in the contract premium.
2. In the absence of agreement on the new premium, the policyholder shall be entitled to terminate the contract.

Clause 6 - Termination of the contract

- 1 In addition to the situations provided for in the general conditions of the Compulsory Automobile Third Party Liability Insurance Policy, the contract will terminate if the Insured Vehicle has been stolen or if there is a total loss, in which case the insurer will be entitled to retain the premium for the ongoing period.**
- 2 Termination of the contract in this case will not alter the rights and obligations of the parties in relation to Claims already reported.**

Clause 7 - Excesses

1. For any Claim related to optional covers, regardless of the respective cause, the excesses referred to in the specific conditions shall apply.
2. If more than one item is destroyed or damaged as a result of the same Claim, the corresponding Excess will apply only once.
3. If the damage does not exceed the amount of the applicable Deductible, such damage shall be borne exclusively by the Insured.
4. The amount of the benefit to be paid by the Insurer will always correspond to the amount that exceeds the amount of the applicable excess, with the Insured being solely responsible for the payment of this excess.

Reserved rights

In the event of total loss and when the insurer has accepted the reservation of rights of this policy in favour of the persons or entities indicated in the Particular Conditions, with domicile also indicated in those conditions, and while such reservation subsists, it may not proceed to the payment of any compensation to the insured, without giving prior notice to the persons or entities in favour of whom the rights of the policy are reserved.

Right of Recovery

In addition to the situations provided for in Clause 31 and within the scope of optional coverages, the Insurer will also have the right to exercise the right of recovery against any person or entity, in all other cases in which such right is conferred upon it by law or contract.

Clause 8 - Plurality of insurance

1. When the same risk in respect of the same interest and for the same period of time is insured by several insurers, the policyholder or insured must inform all the insurers of this circumstance as soon as he becomes aware of it, as well as when the claim is reported.
2. Fraudulent omission of the information referred to in the previous number shall exonerate the insurers from the respective benefits.
3. A claim arising under the contracts referred to in paragraph 1 shall be indemnified by any of the insurers, at the choice of the insured, within the limits of their respective liability.
4. Unless otherwise agreed, the insurers involved in compensating for damage covered by the contracts referred to in paragraph 1 shall be liable to each other in proportion to the amount which each would have had to pay if there had been a single insurance contract.
5. In the event of insolvency of one of the insurers, the other insurers shall be liable for its share under the terms set out in the preceding paragraph.
6. The provisions of this Article shall apply to the right of the injured party to claim compensation directly from the insurer in civil liability insurance, except as provided in paragraph 2, which may not be invoked against the injured party.

Clause 9 - Damage Assessment

Verification of claims and assessment of their consequences shall be made by mutual agreement between the insurer and the policyholder. The assessments shall be commenced within seven days immediately following the date on which the insurer receives the assessment.

Clause 10 - Settlement Agreement

If the insurer and the insured agree at any time on the amount and method of indemnity, the insurer shall pay the agreed amount or perform the operations necessary to repair or replace the Insured Vehicle.

Clause 11 - Appointment of Experts

1. If the policyholder and the insurer do not reach agreement before forty days after the report of loss, each party shall appoint an expert. The expert's acceptance shall be recorded in writing.

2. Once the experts have been appointed and have accepted their posts, which they cannot renounce, they will begin their work.
3. In the event that the experts reach an agreement, this shall be stated in a joint statement which must mention the causes of the claim, the assessment of the damage, and any other circumstances which may have a bearing on the determination of the indemnity, in accordance with the nature of the insurance in question, as well as a proposal for the sum of the compensation in cash.

Clause 12 - Lack of Designation

If one of the parties fails to appoint an expert in the case described in paragraph one of the preceding clause, said party shall be obliged to make the appointment before eight days have elapsed from the date on which the party having already made the appointment demands it. Failure to appoint an expert within the second period of time shall be construed as an acceptance of the report made by the expert of the other party, whose report shall be binding.

Clause 13 - Third Expert

Where the experts are unable to reach agreement, the parties shall appoint a third expert by agreement. In such case, the report of the third expert shall be issued within the time limit set by the parties or, failing that, not more than thirty days from the appointment of the third expert.

Clause 14 - Binding Report

1. The damage report, whether approved unanimously or by majority vote, shall be notified clearly and immediately to the parties and shall be binding on them, unless challenged in court before the expiry of thirty days in the case of the insurer, and one hundred and eighty days in the case of the insured, counted, in both cases, from the date of notification. If no legal action has been taken within the established time limits, the experts' report shall be final and unchangeable.
2. The obligation to notify the parties is a personal obligation of the third party expert.
3. If the expert's report is contested, the insurer shall pay the insured the minimum amount that the insured may owe according to the circumstances known to them. If the amount is not known, the insurer shall pay the compensation declared by the experts, before five days have elapsed.
4. In the event that the insured is obliged to claim compensation through the courts due to a delay on the part of the insurer in the payment of an assessment which has become final and unalterable, the compensation shall accrue interest. In this case, the compensation shall start to accrue since the assessment has become final and unalterable for the insurer and, in all cases, with the legal costs incurred by the insured due to the proceedings. The judgment must expressly mention the indemnity, regardless of the applicable legal procedure.

Clause 15 - Claims Assessment Costs

Each party shall pay the corresponding fees to its expert. The fees of the third expert and the other costs of loss assessment shall be divided between the policyholder and the insurer. However, if one party requests a loss assessment which is clearly disproportionate while maintaining the same damage assessment, only that party shall be liable for the costs.

Clause 16 - Consequences of the Designation of Experts

The appointment of experts and other acts performed by the contracting parties when investigating a claim and assessing the damage do not imply that they waive the rights granted to them in this policy, nor that the insurer accepts the claim.

Clause 17 - Determination of Compensation

1. The parties may agree to substitute the payment of compensation by the repair or replacement of the damaged vehicle. Where the parties agree to pay compensation, the insured shall submit, as a prerequisite, invoices proving the costs incurred for the repair of the damage.
2. In the event of a fire claim, the insurer will be obliged to compensate the damage caused by a fortuitous accident, the intent of a third party, and negligence on the part of the insured or of any other person.
3. Therefore, the insurer should compensate any damage and property losses caused by the direct action of the fire, as well as those caused by the unavoidable consequences of the fire, in particular:
 - a. Damage caused by necessary measures taken by the Authorities, the policyholder or the insured to prevent, stop or extinguish the fire, not including the expenses incurred in applying such measures;
 - b. The cost incurred by the insured to move the Insured Vehicle and any other measures taken to save it from fire;
 - c. Possible damage to the Insured Vehicle due to the circumstances described in the previous sections.
4. The insurer shall not be obliged to compensate any damage caused by fire when the fire is caused by intent or gross negligence of the insured, the policyholder, or the driver of the vehicle.

Clause 18 - Payment of Indemnity

The payment of compensation shall be in accordance with the following:

1. The insurer shall be obliged to pay the indemnity upon completion of the investigation and loss assessments necessary to establish the existence of the claim and the cost of its damage. Under Clause 17 of the present General Conditions and in accordance with the law, the lack of agreement between the insured and the insurer or the expert appointed by each of the parties shall require recourse to the expert's report. The indemnity shall be paid before five days have elapsed from the date of the final decision. If the decision is contested, the insurer shall pay the compensation accepted by the insured.
2. In all cases, the insurer shall pay the minimum amount that the insured may owe, according to the circumstances known to them, before forty days have elapsed since the receipt of the claim report.
3. The indemnity may be replaced by the repair or replacement of the damaged object, provided that the nature of the insurance allows it and the insured agrees.
4. If the stolen vehicle is recovered before forty days have elapsed since the insurer was notified, the insured shall be obliged to accept its return. If recovery occurs after the said period has elapsed, the vehicle becomes the property of the insurer, and the insured undertakes to sign all documents necessary to transfer the vehicle to the insurer or to a third party nominated by him, unless the insured wishes to recover the vehicle returning the compensation received. For this purpose, the insurer shall be obliged to offer the vehicle to the insured and to return it if the insured expresses his acceptance before fifteen days have elapsed from the day on which the offer was made.
5. If recovery or reimbursement occurs after a claim, the insured shall be obliged to notify the insurer within forty-eight hours have elapsed since he became aware of it. The insurer may then deduct the claim or claim it from the person who received it.

6. Before paying compensation, the insurer may require a declaration from the insured that the damaged property is free of any encumbrances.
7. Where the insurer makes a claim for and on behalf of the insured, applying the direct indemnity arrangements entered into by insurers for the processing of driving claims, the reasoned offer or reply that is sent to the insured shall be interpreted as made by and on behalf of the defendant company.

Clause 19 - Total Loss

1. The value of the compensation for total loss corresponds to the market value of the vehicle before the accident, less the value of the respective salvage if it remains in the possession of its owner, in order to reconstitute the situation that would have existed if the event that required the indemnity had not occurred.
2. When proposing the payment of a claim based on the concept of total loss, the insurer is obliged to provide, cumulatively, the following information to the injured party:
 - a. The identification of the entity that carried out the quantification of the estimated value of the repair and the assessment of its feasibility;
 - b. The market value of the vehicle at the time before the accident;
 - c. The estimated value of the respective salvage and the identification of who undertakes to acquire it on the basis of that assessment.
3. In cases of total loss of the vehicle, the registration is cancelled under the terms of the law.

Clause 20 – Rights reserved

1. If the Special Conditions contain a clause about the beneficiary, it is expressly agreed at the request of the policyholder or the insured that, in the event of a total loss, covered by the guarantees contained herein, which is to be settled in cash and not with repairs charged to the insurer, the person or entity that is named in the Special Conditions shall be the beneficiary of the insurance, up to the amount that the policyholder/insured owes to the beneficiary at the time of the accident, which shall not exceed the sum insured.
2. This clause does not apply to cover derived from civil liability, whether compulsory or voluntary.

Clause 21 - Subrogation

1. The insurer shall be subrogated to the rights of the beneficiary of the indemnity in respect of any third party liable for the amounts which, under the optional covers, it has borne.
2. The policyholder shall be liable, up to the limit of the indemnity paid by the insurer, for any act or omission which prejudices the rights set out in the preceding paragraph.

Clause 22 - Right of Return

1. With regard to optional covers, the insurer reserves the right to require the policyholder, the insured, the owner or the Driver of the vehicle to repay any security deposited during criminal proceedings against an insured person, provided that the security in question is forfeited for reasons that can be attributed to the said insured person.
2. The insurer may also require, in respect of optional covers, that the policyholder, the insured, the owner or the Driver of the vehicle repay any amounts paid by him above the maximum limits of cover provided for in the special conditions.

Clause 23 - Prescription

1. The insurer's right to the premium expires two years from the date on which it becomes due.
2. The remaining rights arising from the insurance contract shall be time-barred after five years from the date on which the holder became aware of the right, without prejudice to the ordinary limitation period counting from the event that gave rise to it.

Clause 24 - Conflict of Interest

1. When the insured and the injured party have taken out insurance with the same insurer or if there is any other conflict of interest, the insurer shall inform the interested parties of this circumstance.
2. In the case provided for in the preceding paragraph, if the settlement of the dispute by agreement is frustrated, the insured person may entrust his defence to whomever he wishes, the insurer bearing, unless otherwise agreed, the costs arising therefrom proportional to the difference between the amount proposed by the insurer and that obtained which the insured obtains.

SPECIAL CONDITIONS

1. VOLUNTARY CIVIL LIABILITY

Clause 1 - Object of Cover

The insurer guarantees, up to the limit stipulated in the Special Conditions of this policy, the payment of any compensation that the insured or the licensed driver and holder of a valid licence are ordered to pay for extra-contractual liability arising from damage caused to a third party in an accident involving the vehicle described in the policy. This guarantee covers all claims exceeding the compulsory third party motor vehicle liability cover, within the limits set out in the Special Conditions.

Clause 2 - Exclusions

- 1. In addition to the exclusions set out in Clause 5 of the general conditions of the Compulsory Third Party Motor Liability Insurance Policy and the exclusions set out in the general conditions of the optional coverages that have not been waived, the following exclusions also apply to this guarantee:**
 - a. Liability for damage caused to objects transported in the insured vehicle;**
 - b. Liability for damage caused to objects carried in the vehicle or in the possession of the insured and persons for whom the insured is responsible, even when caused by a traffic accident, except where the insured vehicle is a private vehicle;**
 - c. Contractual Liability;**
 - d. Liability arising out of bodily injury or damage to persons carried, if the vehicle in question is not officially authorised to carry persons;**
 - e. Liability for damage to a trailer of a towing vehicle;**
 - f. Expenses due to the defence of the insured or the driver in criminal proceedings before the competent courts and authorities, unless otherwise agreed, or as provided in the contract for legal defence and claims;**
 - g. Payment of fines or penalties ordered by the courts or competent authorities and consequences of non-payment;**
 - h. Damage caused by the transport of flammable, explosive, toxic and dangerous materials in general;**
 - i. Material damage caused to the Insured Vehicle or due to a trailer that may be connected to it, to objects transported in the vehicle or to property belonging to the policyholder;**
 - j. The insured, the owner or driver, as well as their spouses and family members up to the third degree or who are related to them;**
 - k. The employees or workers of the persons whose Liability is covered by this policy when the traffic accident is to be considered an industrial accident under the terms of the labour legislation in force, including when they have not been duly affiliated to the Portuguese Health and Social Security System;**
 - l. Bodily injuries and damage to property:**
 - (i) Caused to third parties when the vehicle has been stolen or robbed, without prejudice to compensation by the Fundo de Garantia Automóvel;**

- (ii) Caused to persons who voluntarily occupied the vehicle which was stolen or stolen when the insurer has proved that they knew the vehicle was stolen or stolen.
- m. We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Clause 3 - Information Obligation

1. The policyholder or the insured shall notify the insurer of any judicial and extrajudicial order or administrative notification which comes to its knowledge concerning the loss of the vehicle within twenty-four hours, as well as any type of information on its circumstances and consequences.
2. Non-compliance with this obligation will lead to loss of the right to indemnity only in the case of intent or gross negligence, in which case the insurer may claim from the policyholder or insured the refund of any sums already paid or which they are obliged to pay.
3. In legal proceedings brought against the policyholder or the other insureds, the former shall submit the legal action or the settlement note, where appropriate, to the address of the insurer before twenty-four hours have elapsed.
4. The insured shall not negotiate, accept or reject a claim relating to the claims covered by this policy without the insurer's authorisation. Any negotiation with the opposite party by the insured without prior authorisation of the insurer shall entitle the latter to action for recovery against the insured for any amounts that the insurer is obliged to pay.

2. DAMAGE TO THE INSURED VEHICLE, INCLUDING FIRE

Clause 1 - Object of Cover

1. Within the limits set out in the Special Conditions of this policy, any damage to the Insured Vehicle due to an accident caused by an external, violent and instantaneous accident, or by fire or explosion, without the driver's will, when the vehicle is being driven or parked, or while being transported, except by sea or by air. Therefore, the warranties must expressly include damage due to:
 - a. Vehicle overturning or falling, or collisions with people, animals, other vehicles and other objects in motion or not;
 - b. Sunken land, bridges, roads and buildings;
 - c. Vandalism: malicious intent by a third party, provided the reason is not political or social;
 - d. Fire, explosion and lightning;
 - e. Accidents due to defective material, construction defects and poor maintenance.
2. It should be understood that, in such cases, the guarantees are limited to the repair of the damage caused by the accident and do not include the repair of defective or poorly maintained parts. In addition, the insurer must assume the following expenses if they are the result of a claim justified in this type:
 - a. Expenses with the services of the fire brigade and expenses arising from the measures adopted by the inspection body due to its intervention in the extinction of the fire or explosion of the Insurance Vehicle;
 - b. The cost of inspecting the vehicle at a Technical Vehicle Inspection where the vehicle has been considerably damaged due to a claim covered under this type of policy, and an Agent has offered to inspect it and has taken the vehicle's registration;

- c. Unavoidable expenses caused by towing the damaged vehicle, excluding rescue and salvage operations, to the nearest garage to the place where the accident occurred, if the vehicle is not roadworthy.
3. Likewise, the insurer shall assume the cost of cleaning and valeting the Insurance Vehicle that has been damaged due to a claim covered herein or due to the circumstantial displacement of the accident victims, provided that the cleaning is done during the five days immediately following the repair of the vehicle. The guarantees provided for in this clause may be limited to the total loss of the Insured Vehicle, as set out in the Special Conditions of the policy. In the event of a claim, the guarantees set out in clause 49 of the policy shall apply. Likewise, the guarantees of this clause may be limited by the inclusion of an excess over the total damages and costs, to the sum referred to in the Special Conditions of this policy. The insured shall pay the amount directly on each claim incurred by the Insured Vehicle, with the prior agreement of the insurer. The fire guarantees provided for in this clause may be taken separately from the vehicle damage guarantees, as set forth in the Special Conditions of the policy.

Clause 2 - Scope and Limits of the guarantees

1. Repairs to property damage are assessed on the cost of parts, paint, labour, IVA and similar taxes if the said taxes cannot be recovered by the insured.
2. In the case of a claim for compensation for total loss of the vehicle the compensation shall be 100% of the market value. However, for private cars, the compensation shall be 100% of the purchase value if the vehicle is not older than two years from the date of its first registration.
3. Factory equipment included in the insurance shall be compensated in accordance with the preceding paragraph.
4. Optional equipment and, specifically, image, sound and communication devices and their components, whether standardised or not, shall be compensated at 100% of the insured value at the first loss.
5. For personal belongings damaged as a result of fire in the vehicle, the maximum compensation will be EUR 250.00 (two hundred and fifty euros), upon presentation of the purchase receipt.
6. For child seats damaged by fire, the maximum compensation will be EUR 500.00 (five hundred euros), upon presentation of the purchase receipt.

Clause 3 - Total Loss Report

In cases of verification of Total Loss, the claim will be settled in accordance with the general conditions applicable to optional coverages, after deduction of the salvage value, which is the property of the insured.

Clause 4 - Obligation of the Insured in the Event of Fire

In this case, in addition to the general data which must be included in the claim report, the insured person must send to the insurer an authorised copy of the statement submitted to the competent authority, indicating the place, date and exact time of the loss, the causes, whether known or presumed, and the measures taken to counteract the effects of the fire.

Clause 5 - Exclusions

1. **In addition to the exclusions set out in Clause 5 of the general conditions of the Compulsory Third Party Motor Liability Insurance Policy and the exclusions set out in**

the general conditions of the optional coverages that have not been waived, the following exclusions also apply to this guarantee:

- a. Damages whose coverage is not expressly provided for in this guarantee;
- b. Any damage caused to the Insured Vehicle by the objects carried or due to the loading and unloading of such objects;
- c. Any damage caused by seismic, atmospheric (except hail and lightning) or thermal phenomena, including those caused by water freezing in the radiator;
- d. Those affecting tyres (tyres and inner tubes), except in the case of total loss, fire or explosion of the Insurance Vehicle;
- e. The possible depreciation of the vehicle after repair following an accident;
- f. Damage affecting the accessories of an Insured Vehicle, which shall be understood as any enhancements, decorations or other comfort items which are not part of the vehicle when it leaves the factory and are not indicated in the manufacturer's catalogue, unless they are expressly represented and listed in the Special Conditions. This exclusion does not apply when the total value of the accessories fitted to the Insured Vehicle does not exceed EUR 500.00 (five hundred euros). Image, sound and communication devices are not included in this exception;
- g. Damages covered by the Motor Guarantee Fund;
- h. Mechanical and/or electrical breakdown, as well as simple wear and tear due to misuse or poor conservation;
- i. Damage affecting a trailer or caravan, when they do not have the same registration number as the towing vehicle included in the policy;
- j. Personal effects, professional objects or tools, money, jewellery, stamps, lottery, tickets, mobile phones, *smartphones*, sound or entertainment equipment or any other property insured under another policy are not considered to be personal effects.

3. THEFT AND ROBBERY

Clause 1 - Object of Cover

1. With this cover, the insurer undertakes to indemnify the insured, within the limits of this policy, for damage to or loss of the Insured Vehicle in the event of theft or robbery of the vehicle, even if attempted, by a third party.
2. The guarantees provided may be limited to theft or robbery of the entire vehicle, to the extent provided for in the specific policy conditions.
3. Likewise, the cover established in the present clause may be limited by applying an excess to the limit of cover provided in the particular conditions of this policy. The insured is liable for the amount of the excess in each claim incurred by the Insured Vehicle, under the terms agreed upon with the insurer.

Clause 2 - Scope and Limits of Theft or Robbery of the Vehicle

1. Repairs for material damage are assessed on the cost of parts, paint, labour, IVA and similar taxes if the said taxes cannot be recovered by the insured.

2. In the event of the whole vehicle being stolen or stolen, compensation shall be 100% of the market value. However, for private vehicles, compensation shall be 100% of the purchase value if the vehicle is no more than two years old from the date of its first registration. For private motorbikes and during the first year after their first registration, the compensation shall be 100% of their purchase value.
3. Tyres and battery must be compensated at 100% of their market value.
4. If fixed parts that are an integral part of the vehicle have been stolen, the replacement value shall be compensated.
5. Factory equipment and optional equipment, including image, sound and communication devices and their components, if justified under paragraphs 3 and 4 above, shall be compensated as set out therein.
6. In the event of theft of an Insured Vehicle, the insurer will also cover 100% of the damage caused to the vehicle while it was in the hands of the perpetrators of the theft or their accomplices. If, as a result of the said damage, the insurer considers that the vehicle has suffered a total loss, it shall indemnify under the terms of paragraph 2 of this clause.
7. The cost of cleaning and refurbishing the vehicle, provided this is done within five days of its recovery.
8. For personal belongings damaged as a result of fire in the vehicle, the maximum compensation will be EUR 250.00 (two hundred and fifty euros), upon presentation of the purchase receipt.
9. For child seats, the maximum compensation will be EUR 500.00 (five hundred euros), upon presentation of the purchase receipt.

Clause 3 - Obligations of the Insured in the Event of Theft or Robbery

In case of theft or robbery, the insured is obliged to adopt all available means to limit or lessen the loss, doing everything possible to recover the objects that have disappeared, and avoiding the loss of any circumstantial evidence surrounding the crime and its perpetrators, until the occurrence has been duly verified. The policyholder, the insured or the beneficiary must report the claim to the local police as soon as possible after becoming aware of the claim. They should send to the insurer a written list of the stolen or stolen items and an estimate of the damage. Likewise, they should send a certified copy of the report to the local police.

Clause 4 - Exclusions

1. In addition to the exclusions set out in Clause 5 of the general conditions of the Compulsory Third Party Motor Liability Insurance Policy and the exclusions set out in the general conditions of the optional coverages that have not been waived, the following exclusions also apply to this guarantee:
 - a. Damages whose coverage is not expressly provided for in this guarantee;
 - b. When the theft is due to gross negligence on the part of the insured, the policyholder, the owner, the driver or those in their charge or living with them;
 - c. Theft in which the perpetrators, accomplices or receivers are blood relatives to the third degree of the insured, the policyholder, the owner or driver, or their dependents, or whose salary is paid to them by one of them;
 - d. When the theft occurs on the occasion of claims resulting from extraordinary risks;
 - e. Theft affecting a trailer or caravan, where the registration number is the same as the registration number of the towing vehicle included in the policy;
 - f. Personal effects, professional objects or tools, money, jewellery, stamps, lottery, tickets, mobile phones, *smartphones*, sound or entertainment equipment or any

other property insured under another policy are not considered to be personal effects.

4. ISOLATED BREAKAGE OF GLASS

Clause 1 - Object of Cover

Under this cover, the insurer guarantees the cost of repairing or replacing and fitting vehicle windows in the vehicle specified in the Particular Conditions, if they have been broken. Breakage means windows which have been totally or partially broken to such an extent that they have become useless as a result of an instantaneous and violent cause which did not result from intentional action of the owner, policyholder or driver of the vehicle.

Clause 2 - Elements included in the cover

The following elements are included in the coverage:

- a) The windscreen;
- b) The back window;
- c) The side windows;
- d) The panoramic roof, if it's a factory fitment.

Repairs should be assessed at the cost of glass, labour and IVA or similar taxes if such tax is not recoverable by the insured.

Clause 3 - Urgent Repairs

1. The insurer authorises the owner and driver of the Insured Vehicle to order any urgent repairs necessary to continue using the vehicle, without any further formality.
2. The insured must give the insurer an invoice for the amount paid for the urgent repairs, which must be included in the final agreement.

Clause 4 - Exclusions

1. In addition to the exclusions set out in Clause 5 of the General Conditions of the Compulsory Third Party Motor Liability Insurance Policy and the exclusions set out in the General Conditions of the optional coverages that have not been waived, the following exclusions also apply to this guarantee:
 - a. Damages whose coverage is not expressly provided for in this guarantee.
 - b. Breakages caused by faulty installations or while the windows are being fitted.
 - c. Breakage caused during repair work, during the fitting of windows or during the refurbishment of the vehicle or its windows.
 - d. Damage and malfunction caused to headlights, pilot lights, indicators, mirrors and any other type of glass object on the Insured Vehicle.
 - e. The glass of any trailer which may be included in this policy unless otherwise agreed.
 - f. Scratches, chips and other damage to the surface of the vehicle bodywork.
 - g. Damage caused by meteorological phenomena, except hail.

5. PERSONAL ACCIDENT

Clause 1 - Object of Cover

1. Regarding the coverage of "personal accidents", it should be clarified that its scope of application does not overlap with the compulsory motor third-party liability insurance, insofar as the bodily injuries of the vehicle occupants, with the exception of the driver, are already covered by the mandatory guarantee of the insurance, as set out in Clause 5 of the Annex to Regulatory Standard No. 14/2008-R, of 27 November.
2. For the purposes of this cover, the following shall mean:
 - a. Insured: the natural person or persons for whom the insurance is taken out,;
 - b. Accident: bodily injury as a direct result and occurring within three months of an external, violent, sudden event that does not result from the deliberate intention of the insured, and which occurs when travelling, getting in or out of the Insured Vehicle, and even when the vehicle is being repaired during the journey;
 - c. Beneficiary: the person who is to receive the benefits insured by this coverage and who is the same person as the insured in case of disability. If the insured dies, unless otherwise stated in the policy, the order of precedence shall be:
 - (i) Spouse of the insured, if they are not legally separated;
 - (ii) Children of the insured;
 - (iii) Heirs of the insured.

Clause 2 - Death

The insurer guarantees the payment of an amount limited to a maximum of EUR 6,000.00 (six thousand euros) if the insured dies as a result of an accident covered by the policy. For occupants under the age of fourteen or with a disability, the death benefit refers to the cost of the funeral, with due proof of payment and up to a maximum limit of EUR 600.00 (six hundred euros). In the event of the death of the driver, the insurer justifies the payment of a benefit equivalent to double the capital provided for in the Particular Conditions if the driver is responsible for minors or a person of legal age with disability.

Clause 3 - Permanent Disability

1. For the purposes of this policy, permanent disability shall be understood to mean the irreversible physical or mental state of the insured due to a traffic accident covered by the policy. In the event of permanent partial disability, the insurer guarantees the amount, limited to a maximum of EUR 6000.00 (six thousand euros), resulting from the application of the percentages indicated in the table below to the benefit fixed for this risk:

Complete paralysis	100%
Incurable mental injury	100%
Absolute blindness	100%

Total and partial loss or impairment of: arms, hands, legs or feet; of arm and leg or foot; or of hand and foot	100%
One arm or one hand	60%
A thumb	20%
An index finger	15%
One of the other fingers	8%
Shoulder movement	30%
Elbow movement	30%
Wrist movement	30%
One leg, above the knee	60%
One leg at or just below the knee, or a whole foot	60%
A big toe	10%
One of the other toes	5%
Hip or knee movement	60%
Ankle movement	20%
Subastragalar joint movement	10%
Movement of the cervical, spinal or lumbar spine, with or without neurological manifestations	33%
Eye or vision impairment of at least half of binocular vision	30%
If the vision in the other eye has already been lost before the accident	50%
Shortening of one leg by not less than five centimetres	30%
Unconsolidated fracture of a leg or foot	25%
Unconsolidated fracture of a patella	20%
Complete surgical removal of the lower jaw or total loss of the lower jaw	25%
Total loss of hearing in both ears	40%
Total loss of hearing in one ear	20%
If there was total hearing loss in the other ear before the accident	30%

2. In the event of disability not provided for above, the amount of the benefit is established by comparison with the scale in the policy, in proportion to the severity.
3. The degree of disability should be determined on the basis of the Indicative Table for the Evaluation of Permanent Disabilities, defined under the terms currently set out in Ordinance no. 679/2009 of 25 June, as set out in article 39 of the Compulsory Automobile Civil Liability Insurance Scheme, approved by Decree-Law no. 291/2007 of 21 August, as amended.
4. The functional loss of a limb or organ shall be interpreted as equivalent to its anatomical loss. If the anatomical or functional loss is only partial, the degree of invalidity to be considered shall decrease proportionally.
5. Permanent disability is assessed excluding any injury the insured had prior to the accident, the causes of which are to be considered as having been sustained by a person with a normal body.
6. The amount of the benefits for the various types of partial permanent invalidity must not exceed the total amount of the benefit established in the Particular Conditions as invalidity guarantee. Similarly, the amount of the benefits for the various types of invalidity in a single member or organ must not exceed the amount of the benefit established for its total loss.
7. The amount of benefits paid for disability as a result of a single accident will be deducted from the benefits payable for death, limited to EUR 6000.00 (six thousand euros).
8. In the event of serious disability of the driver, and the driver has dependent children under the age of three or are disabled, the insurer guarantees a benefit equivalent to double the capital sum for invalidity limited to EUR 6000.00 (six thousand euros).

Clause 4 - Health Care

1. The insurer guarantees payment of healthcare expenses incurred by the insured due to an accident covered by the policy, for a period not exceeding one year from the date on which the accident occurred.
2. This guarantee includes the cost of emergency care and first aid, medical assistance, ambulances and emergency transport, pharmacy, hospitalisation and rehabilitation, with the limits established in the Specific Conditions for this cover and provided that the care has been prescribed by a physician and has been performed in the country where the accident occurred or in Portugal.
3. Healthcare must be provided in surgical interventions and by doctors accepted by the insurer. Otherwise, the insurer will not pay more than the fixed fee established in the hospital care contract previously approved by the insurer, the remainder being paid by the insured.
4. This cover includes the cost of assistance in the case of limb and organ transplants, fitting and replacement of prostheses, teeth, eye lenses or hearing aids, which are limited to 10% of the capital pooled at EUR 6,000.00 (six thousand euros) for the disability guarantee.

Clause 5 - Claims

1. The policyholder, the insured or their beneficiaries must provide the insurer with full information on the circumstances and consequences of the claim. In the event of disability:
 - a) In addition to the provisions of the first paragraph, the policyholder, the insured or his beneficiaries shall indicate who the witnesses were, if any, and attach a medical certificate describing the insured's injuries;
 - b) Send the insurer's doctor certificates on the progress of the injuries at regular periods of not more than 30 days until the insured is discharged from hospital.
 - c) Notify the insurer of the death of the insured during treatment before 7 days have elapsed since the death occurred. Failure to comply with the above obligations shall enable the insurer to sue for damages caused to the insured, unless the damage was caused by intent or gross negligence on the part of the policyholder or the insured, in which case they shall lose the right to compensation.

Clause 6 - Payment of Indemnity

1. Benefits are payable under Clause 18 of the General Conditions. Any compensation and payments made by the insurer for permanent disability due to an accident and which subsequently cause the death of the insured shall be deducted from the death compensation. Compensation will be paid by the insurer after completion of the investigation necessary to establish the existence of the claim and its consequences. To obtain payment, the policyholder, the insured or the beneficiary shall send the insurer the following documents:
 - a. For all guarantees:
 - i. Proof of identity of the beneficiary;
 - ii. A certificate from the doctor who attended the insured party, indicating the causes, circumstances and consequences of the accident.
 - b. By death:
 - i. A certified verbatim copy of the insured's death certificate;
 - ii. A completed form for the payment of Inheritance and Gift Tax if the beneficiary is not the policyholder and is not a legal entity.
 - c. In the case of permanent disability, a medical certificate indicating the type of disability caused by the accident.

- d. For healthcare, a receipt for any disbursements, with a detailed list of points.

Clause 7 - Exclusions

1. In addition to the exclusions set out in Clause 5 of the General Conditions of the Compulsory Third Party Motor Liability Insurance Policy and the exclusions set out in the general conditions of the optional coverages that have not been waived, the following exclusions also apply to this guarantee:
 - a. intentionally caused by any occupant of the vehicle or their beneficiaries, for that part of the guarantees that concern them. The rights of other occupants or beneficiaries who were not responsible for the accident are not affected;
 - b. Caused by driving under the influence of drugs, narcotics and psychoactive substances, and when the Insurance Vehicle driver's test after the accident shows levels of alcohol in the driver's blood or breath that are higher than permitted by law, or when the driver is found guilty of driving under the influence of alcohol, or when a court decision states that driving under the influence of alcohol is the main or simultaneous cause of the accident;
 - c. When the Insured Vehicle is driven by a person who does not hold an appropriate driving license and when the driving license is no longer valid;
 - d. Caused by paralysis or epilepsy;
 - e. Caused by suicide or attempted suicide, either intentional or due to derangement;
 - f. Suffered by persons who have occupied the vehicle without the permission of the policyholder or occupants who are in the vehicle if it has been stolen.
 - g. In the event of aggravation of the consequences of an accident due to an illness or morbid condition preceding an accident or occurring subsequently but not caused by the accident, the insurer will only be liable for the consequences that the accident might have had if the said illness or morbid condition had not existed.

INFORMATION DUTIES

AUTOMOBILE GUARANTEE FUND

1. The Motor Guarantee Fund covers compensation arising from road accidents occurring in Portugal and originating:
 - a. For a vehicle which is subject to compulsory insurance and is normally based in Portugal, or is registered in countries that do not have a national insurance service, or whose service has not joined the Agreement between national insurance services;
 - b. For a vehicle which is subject to compulsory insurance without a registration plate or bearing a registration plate which does not correspond or no longer corresponds to the vehicle, irrespective of whether the vehicle is Portuguese or not;
 - c. By a vehicle whose road user is exempt from insurance obligation because of the vehicle itself, even if it is normally based abroad.
2. The Motor Guarantee Fund guarantees, under the terms of paragraph 1 of this clause, and up to the value of the minimum capital of the obligatory motor vehicle civil liability insurance, the satisfaction of claims for:
 - a. Bodily injury, when the liable party is unknown or is not covered by valid and effective insurance, or when the insurer is declared insolvent;
 - b. Material damage, when the person responsible, if known, is not covered by valid and effective insurance;
 - c. damage to property, when, where the liable party is unknown, the Fund must pay compensation for significant personal injuries, or the vehicle causing the accident has been abandoned at the site of the accident and is not covered by valid and effective insurance and the police authority has drawn up the respective report confirming the presence of the vehicle at the site of the accident.

For the purposes set out in the first part of this sub-paragraph, significant bodily injury shall be deemed to be bodily injury causing death or hospitalisation of seven days or more, or total temporary incapacity of 60 days or more, or permanent partial incapacity of 15% or more.
3. Where the accident referred to in paragraphs 1 and 2 is also an accident at work or on duty, the Fund shall be liable only for damage to property and, in respect of personal injury, for non-material damage and damage to property not covered by the law governing compensation for such accidents. Where the accident provided for in paragraph 1 and paragraph 2 is also an accident at work or on duty, the Fund shall be liable only for damage to property and, in respect of personal injury, for non-material damage and damage to property not covered by the law governing the reparation of such accidents, the insurance companies, the employer or the Industrial Accidents Fund, as the case may be, being responsible for all other benefits due to the injured party in accordance with the specific law governing accidents at work or on duty, save where no insurance for accidents at work exists, in which case the Fund shall not be liable only for benefits due in respect of permanent invalidity.
4. If an injured party to an accident provided for in paragraphs 1 and 2 is covered by a motor vehicle insurance contract for own damage, the insurance companies shall be liable to repair the damage caused by the accident which is covered by the respective contracts, and the liability of the Fund shall be limited to the payment of the excess amount.
5. Where, as a result of an accident provided for in paragraphs 1 and 2 above, the injured party is entitled to benefits under the social security protection system, the Fund shall guarantee compensation for damages only to the extent that they exceed those benefits.
6. The entities that satisfy the payments provided for in the previous numbers have a right of recourse against the party responsible for the accident and against whoever is under the obligation to insure, who shall be jointly and severally liable.

7. An injured party to an accident provided for in paragraphs 1 and 2 of this clause shall not be entitled to both the compensation to which he is entitled in respect of civil liability in respect of motor vehicles and compensation under cover of insurance for persons carried.
8. The payment by the insurance company of the compensation provided for in Subsection 4 shall not in itself give rise to a change of premium for the respective insurance when the repaired damage is the sole responsibility of the uninsured party.
9. The exclusions provided for compulsory liability insurance apply to the Motor Guarantee Fund.
10. The following are also excluded from the guarantee of the Motor Vehicle Guarantee Fund:
 - a. Material damage caused to those in breach of their obligation to insure against civil liability in respect of motor vehicles;
 - b. Damage caused to passengers who voluntarily were in the vehicle that caused the accident, where the Fund proves that they were aware that the vehicle was uninsured;
 - c. Damages suffered by the person causing the accident intentionally, the perpetrator, accomplice, concealer and receiver of theft, theft or burglary of a vehicle involved in the accident, as well as the passenger carried therein who knew of the unlawful possession of the vehicle and who willingly carried it.

GENERAL ADVICE IN THE EVENT OF AN ACCIDENT

1. Write down the personal details of the owner of the vehicle or vehicles involved, whether or not they have collided directly with you.
2. Point out any material damage caused to your vehicle and other vehicles involved, even if not at fault. Similarly, point out any bodily injury you may have suffered.
3. Try to make a sketch of how the accident happened.
4. Write down details of the police officer(s) who intervened.
5. Remain calm and try to get both drivers to sign the accident statement, stating the facts truthfully. All this will help to resolve the claim as quickly as possible.
6. Inform the insurer of the claim with the least possible delay, providing all the data you have.