



General and Special Conditions of the Policy

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Preliminary Article

1. Ocidental - Companhia Portuguesa de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder, both further identified in the Particular Conditions, conclude this insurance contract which is regulated by the General Conditions and Particular Conditions and, if contracted, the Special Conditions.
2. The personalisation of this contract is made in the Particular Conditions along with the identification, including the tax identification number of the parties and their respective domicile, data from the Insured Person, data from the Insurer representative for the purpose of Claims, the insured capital or the method for its determination as well as the determination of the Premium or formula for its calculation.
3. The Special Conditions provide for the coverage of other risks or guarantees other than those provided for in these General Conditions and they need to be specifically identified in the Particular Conditions.

CHAPTER I

DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT

Article 1 – Definitions

For the purposes of this contract, the following definitions apply:

POLICY: the set of documents certifying the insurance contract, which include the Insurance Proposal, General Conditions, Special Conditions and Particular Conditions and any additional documents that supplement or amend them;

INSURER: the entity legally authorised to operate the insurance activity in Portugal and which undersigns the present contract;

POLICYHOLDER: the natural or legal person who concludes the present contract with the Insurer, and is liable for the payment of the premium;

INSURED PERSON: the natural or legal person who holds the insured interest and is subject to the risks that, according to the agreed terms, are the object of the present contract;

THIRD PARTY: party which, as a consequence of an incident covered by this contract, suffers an injury which leads to damages which, under the terms of civil law and this Policy, may be repaired or compensated;

CLAIM: verification, in whole or in part, of the event that triggers the activation of the risk coverage provided for in this contract;

BODILY INJURY: that which affects the physical or mental health of a Third Party;

MATERIAL INJURY: that which affects any movable or immovable object;

PROPERTY DAMAGE: that which can be ascertained in monetary terms, must be repaired or indemnified;

NON-PROPERTY DAMAGE: that which is not subject to monetary evaluation, however, must be compensated through compliance with a monetary obligation;

PREMIUM: the amount paid by the Policyholder to the Insurer in return for the agreed coverage;

DEDUCTIBLE: amount that, in the event of a claim, is payable by the Insured Person, the amount of which is stipulated in the Particular Conditions of the contract.

Article 2 - Object and guarantees of the contract

1. The present contract guarantees, pursuant to the General, Special and Particular Conditions, the obligation to indemnify based on civil liability that, under civil law, may be due to the Insured Person, or to persons for whom the latter is civilly liable, for Property and Non-Property Damage resulting from Bodily and Material Injuries, caused to Third Parties and who are not excluded by the Policy.

2. The civil liability coverage set forth in the preceding paragraph is limited to extra-contractual civil liability arising from an activity or a certain quality or situation of the Insured Person, when and according to what is expressly established in the Particular Conditions.

3. Without prejudice to the foregoing, the contract's object and guarantees may be changed, according to the insured type and additional coverages contracted, identified in the Special or Particular Conditions.

Article 3 - Territorial and temporal scope

1. Unless otherwise expressly agreed in the Particular Conditions, this contract covers Claims occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores.

2. The guarantee given by this Policy covers the Insured Person's civil liability for acts or omissions generating civil liability that occurred during the validity period of the Policy and that are claimed, unless expressly agreed otherwise in the Particular Conditions, up to the maximum period of two years after its expiry.

CHAPTER II EXCLUSIONS

Article 4 - Exclusions

1. In addition to the exclusions provided for in the Special and Particular Conditions, under the coverage of this Policy, the following are excluded:

- a) damages caused to employees, salaried staff or representatives of the Insured Person, when in the service of the Insured Person, provided that such damages result from an accident covered by Workers' Compensation or occupational illness legislation;**

- b) liability for damages caused to partners, officers, directors, managers and legal representatives or agents of the legal person whose liability is guaranteed, as well as the respective spouses or de facto partners or other persons with whom they cohabit or who depend on them;
- c) liability for damages caused to any persons whose liability is guaranteed by this contract, as well as the spouse or person living in a de facto union with the Insured Person or other persons with whom they cohabit or who depend on them, as well as the animal's keeper, guard or handler;
- d) liability for damages caused to the Insured Person's ascendants, descendants, collateral relatives to the third degree or the Insured Person's spouse or person with whom they live in a de facto union;
- e) criminal, administrative or disciplinary liability;
- f) damages resulting from war, strike, lock-out, riots, civil commotions, assaults, sabotage, terrorism, acts of vandalism, civil or military insurrections or decisions by authorities or forces usurping authority, robberies and acts of piracy;
- g) damages caused by accidents involving vehicles that, pursuant to the law, must be subject to mandatory civil liability insurance, as well as other risks which, pursuant to the law, must be covered by covered by other mandatory insurance;
- h) resulting from costs and any other expenses arising from criminal proceedings, bails, penalties, fines, fees or other charges of the same nature.

2. Unless otherwise agreed in the Particular and Special Conditions, and without prejudice to other exclusions contained therein, the present contract does not insure:

- a) damages caused to assets or objects belonging to Third Parties that have been entrusted to the Insured Person for safekeeping, use, work or another purpose;
- b) liability for construction, works, services rendered, products and the respective packaging produced, stored or supplied by the Insured Person, if the claims are motivated by error, omission, or latent defect which appears only after the express or tacit receipt of said goods, products or services;
- c) liability for the alteration of the environment, particularly damages directly or indirectly caused by pollution or contamination of the soil, water or atmosphere, as well as all those which are due to fumes, vapours, vibrations, noise, odours, temperatures, humidity, electrical current or hazardous substances;
- d) damages caused by the action of electromagnetic fields;
- e) liability resulting from a private agreement or contract, to the extent that it exceeds the liability to which the Insured Person would be bound in the absence of such agreement or contract.

CHAPTER III

INITIAL AND SUPERVENING RISK STATEMENT

Article 5 - Duty to make an initial risk statement

1. The Policyholder or Insured Person is required, prior to signing the contract, to accurately declare all circumstances of which they are aware and should reasonably deem to be significant to the Insurer's risk assessment.

2. The provision in the preceding paragraph is also applicable to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.

3. The Insurer who has accepted the contract, unless there is deliberate misconduct by the Policyholder or Insured Person with the intent to obtain an advantage, cannot take advantage:

- a) from the failure to answer the questionnaire;
- b) from an imprecise answer to a question formulated in too general terms;
- c) from the inconsistency or obvious contradiction in the answers to the questionnaire;
- d) a fact that its representative, at the time of signing the contract, knew to be inaccurate or, having been omitted, knew about;
- e) from circumstances known to the Insurer, in particular when they are public and notorious.

4. The Insurer, before signing the contract, must explain the duty referred to in paragraph 1 to the eventual Policyholder or Insured Person, as well as the provisions governing breaches thereof, under penalty of incurring civil liability, in general terms.

Article 6 - Deliberately fraudulent breach of the duty to make an initial risk statement

1. In the event of deliberately fraudulent breach of the duty referred to in paragraph 1 of the preceding Article, the contract may be annulled by a declaration sent to the Policyholder by the Insurer.

2. In the absence of a claim, the statement referenced in the preceding paragraph must be sent within three months of becoming aware of the breach.

3. The Insurer is not obligated to cover an incident that occurs before becoming aware of the deliberate breach referred to in paragraph 1 or within the deadline provided for in the preceding paragraph, following the general annulment regime.

4. The Insurer has the right to the premium due by the end of the deadline referred to in paragraph 2, unless the Insurer or its representative has engaged in gross or deliberate negligence.

5. In the event of deliberate misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, the premium is due until the end of the contract.

Article 7 - Negligent breach of the duty to make an initial risk statement

1. In the event of negligent breach of the duty referred to in paragraph 1 of the preceding Article, the Insurer may, through a statement sent to the Policyholder within three months of becoming aware of such a breach:

- a) propose an alteration to the contract, setting a deadline of no later than 14 days, to send the acceptance or, if admitted, the counteroffer;
- b) ceasing the contract, and demonstrating that they do not under any circumstances conclude contracts for coverage of the risk related to the omitted or inaccurately stated fact.

2. The contract ceases to be effective 30 days after the statement of termination has been sent or 20 days after receipt of the proposed alteration by the Policyholder, if there is no answer or it is rejected.

3. In the case referenced in the previous paragraph, the premium is returned pro rata temporis, taking into account the existing coverage.

4. If, prior to termination or alteration of contract, a Claim occurs whose verification or consequences have been influenced by a fact relative to which there have been negligent omissions or inaccuracies:

- a) the Insurer will cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact;
- b) the Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they known of the omitted or inaccurately stated fact, will not cover the claim and are only bound to refund the premium.

Article 8 - Risk increase

1. The Policyholder or the Insured Person has the duty during contract execution, within 14 days after becoming aware of the fact, to communicate all circumstances that aggravate the risk to the Insurer, provided that these, had they been known by the Insurer when entering into the contract, might have influenced the decision to enter a contract or within the conditions of contract.

2. Within 30 days of becoming aware of the aggravation of risk, the Insurer may:

- a) submit a proposal for contract modification to the Policyholder, which must be accepted or refused within an equal timeframe, after which the proposed modification is deemed approved;
- b) terminate the contract by showing that under no circumstances is the Insurer to enter contracts that cover risks with characteristics resulting from such aggravation of risk.

3. Termination of the contract takes effect 15 days from the date in which the termination statement was sent.

Article 9 – Claims and aggravation of risk

1. If, before contract cessation or alteration under the terms provided for in the previous article, a Claim occurs whose verification or consequence has been influenced by the aggravation of risk, the Insurer:

- a) covers the risk, making the agreed benefit, if the aggravation was correctly and timely reported before the claim or before the deadline provided for in paragraph 1 of the preceding article;
- b) partially covers the risk, reducing its benefit in proportion to the premium actually charged and that which would be due on basis of the actual risk circumstances, if the risk increase was not reported in a correct and timely manner before the claim;

c) may refuse coverage in the event of deliberate misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, and retain the right to outstanding premiums.

2. In the situation provided for in subparagraphs a) and b) of the previous paragraph, with the increased risk resulting effectively from the Policyholder or Insured Person, the Insurer is not required to pay the benefit if it demonstrates that under no circumstances does it conclude contracts that cover risks with the characteristics resulting from that risk increase.

CHAPTER IV PAYMENT AND ALTERATION OF PREMIUMS

Article 10 - Premium due date

1. Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due on the date of contract conclusion.
2. Subsequent instalments of the initial Premium, subsequent annuity premium and successive annual instalments are due on the dates established in the contract.
3. The portion of the variable amount premium relating to value adjustment and, where applicable, the Premium portion corresponding to contractual amendments are due on the dates indicated in the respective notices.

Article 11 – Coverage

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

Article 12 - Premium payment notice

1. While the contract remains in force, the Insurer must notify the Policyholder in writing of the amount payable, as well as the payment method and place, at least 30 days prior to the date on which the premium, or its instalments thereof, become payable.
2. The notice must legibly state the consequences of non-payment for the premium or its instalment.
3. In insurance contracts where it is agreed to pay the premium in instalments every three months or less and in which contractual documentation indicates the due dates of the successive instalments of the premium and the respective amounts payable, as well as the consequences of their non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it must provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

Article 13 - Non-payment of premiums

1. Non-payment of the initial premium or its first instalment, on the due date determines the automatic termination of the contract from the date of its conclusion.

2. Failure to pay the subsequent annuities or its first instalment on the due date will prevent the extension of the contract.

3. Non-payment determines the automatic termination of the contract on the due date of:

- a) an instalment of the premium in the course of an annuity;
- b) an adjustment premium or portion of a variable amount premium;
- c) an additional premium resulting from a contract modification based on a supervening risk increase.

4. Non-payment, by the due date, of an additional premium resulting from a contractual amendment determines the inefficiency of the amendment, by replacing the contract with the scope and under the conditions in force prior to the intended alteration, unless subsistence of the contract proves impossible, in which case it is terminated on the due date of the unpaid premium.

Article 14 - Alteration of the premium

If there is no alteration in risk, any alteration of the premium applicable to the contract will only take effect on the following annual maturity.

CHAPTER V

TAKING EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT

Article 15 – Start of coverage and effects

1. The start date and time of the risk coverage are indicated in the contract, in compliance with the provisions of Article 11.

2. That established in the preceding paragraph is equally applicable to the start of contract effects, if it is different from the start of risk coverage.

Article 16 - Duration

1. The duration of the contract is indicated herein and may be for a fixed and determined period or for one year renewable for further periods of one year.

2. The contract effects cease at midnight on the last day of its term.

3. The extension provided for in paragraph 1 does not take effect if either party terminates the contract by written declaration sent to the addressee at least 30 days prior to the date of extension or if the Policyholder fails to pay the premium.

Article 17 – Arrangements for termination of the contract

1. In addition to the possibility of withdrawal provided for in paragraph 3 of the preceding Article, the contract may cease by expiration, revocation through agreement between parties or by termination.

2. This contract expires at the end of the stipulated period of validity, if any, and in the event of supervening loss of interest or risk extinction and whenever the insured capital for the contract validity period is paid in full and the replacement of such capital is not provided for.
3. If the contract has been concluded at a distance, the Policyholder, who is a natural person, has the right to terminate the contract without just cause, within 14 days immediately after the date of receiving the Policy.
4. Without prejudice to the provisions of the preceding paragraph, the contract may be terminated by the parties at any time, with just cause, through registered post.
5. Without prejudice to the previous paragraph, in non-binding civil liability insurance, the Insurer may terminate the contract when two claims occur within a period of 12 months or, as the contract is annual, during the annuity.
6. The amount of the premium returned to the Policyholder in the event of early contract termination is calculated in proportion to the period of time that would elapse from the date of coverage termination until contract maturity, except for a different calculation agreed to by the parties based on an acceptable reason, such as the guarantee of technical separation between annual insurance and temporary insurance pricing.
7. Termination of the contract takes effect at midnight on the day in which it is effective.
8. Whenever the Policyholder differs from the Insured Person, the Insurer must notify the Insured Person of termination of the contract as soon as possible, no later than 20 days after the non-renewal or termination.
9. Termination of the contract takes effect 15 days from the date in which the termination statement was sent.

CHAPTER VI

MAIN BENEFIT PROVIDED BY THE INSURER

Article 18 - Benefit limits

1. The benefit due by the Insurer is always limited to the damage resulting from the Incident up to the amount of the insured capital fixed in the Particular Conditions of the Policy, regardless of the number of people injured by an Incident.
2. Unless otherwise agreed upon, established in the Particular Conditions:
 - a) when the compensation attributed to the injured is greater than or equal to the insured capital, the Insurer will not answer for the legal fees;
 - b) when the compensation attributed to the injured is less than the amount insured, the Insurer is responsible for compensation and for the same expenses up to the limit of insured capital.
3. After the occurrence of a Claim, the insured capital is automatically repaid, without

prejudice of the payment by the Policyholder of the supplementary premium corresponding to its replacement.

Article 19 - Deductible

1. By express agreement, a portion of compensation due to third parties may be sustained by the Policyholder or the Insured Person, but this limitation of guarantee is not enforceable to them.

2. It is the responsibility of the Insurer, in the event of a request for third party compensation, to account in full for compensation due, without prejudice to the right of refund for the deductible amount applied under the terms of the preceding paragraph.

Article 20 - Insufficient capital

1. If there are several injured parties in the same claim with the right to compensation that, in total, exceeds the amount of insured capital, the rights of the injured parties against the Insurer are reduced proportionally up to the payment of that amount.

2. The Insurer who, in good faith and due to lack of knowledge of other claims, makes the payment of compensation for a value higher than that resulting from the provisions of the previous paragraph, is released towards other injured parties for exceeding the insured capital.

Article 21 - Plurality of Insurance

1. When the same risk relating to the same interest is insured by several Insurers for an identical period, the Policyholder or the Insured Person must notify the Insurer of this circumstance as soon as they become aware of it, as well as when reporting the Incident.

2. The fraudulent omission of the above information exonerates the Insurer from providing the corresponding benefits.

3. The Claim verified in the scope of the contracts referred to in paragraph 1 must be indemnified by any of the insurers, chosen by the Insured Person, within the limits of the respective obligation, without prejudice to the insurers involved in compensation for the damage covered being mutually liable in the proportion that each one would have to pay if there were a single insurance contract.

4. The provision of paragraph 2 is not enforceable by the Insurer against the injured party.

OBLIGATIONS AND RIGHTS OF THE PARTIES

Article 22 - Obligations of the Policyholder and Insured Person

1. In the event of an incident covered by this contract, the Policyholder or the Insured Person undertake:

- a) to communicate this fact in writing to the Insurer, within the shortest possible timeframe, never more than eight days from the day of the occurrence or the day in which it was discovered, explaining its circumstances, possible causes and consequences;**
- b) to take the measures within their power to prevent or limit the consequences of the Incident;
- c) to provide the Insurer with the relevant information requested in relation to the Claim, its causes and its consequences;
- d) not to prejudice the Insurer's right of subrogation to the rights of the Insured Person against the third party responsible for the Incident, arising from the coverage of the Incident by the Insurer.

2. Breach provided for in subparagraphs a) to c) in the preceding paragraph determines, except as provided for in the following paragraph:

- a) the reduction of Insurer benefit in view of the damage by which the breach causes it;
- b) the loss of coverage if breach is deliberate and it has been determined to have caused significant damage to the Insurer.

3. The provisions of the preceding paragraph are not enforceable by the Insurer towards the injured party.

4. In the event of non-compliance provided for in paragraph 1 a) and c), the penalty provided for in paragraph 2 is not applicable when the Insurer becomes aware of the Incident by other means during the eight days provided for in that subparagraph, or the party bound thereto proves that they could not have reasonably presented the required communication any sooner than they did.

5. Non-compliance with the provisions of paragraph 1 b) and d) determines the liability of the non-compliant party up to the limit of compensation paid by the Insurer.

Article 23 - Obligations of the Insurer to refund expenses incurred due to Claim withdrawal and mitigation

1. The Insurer pays the Policyholder or Insured Person the expenses incurred in compliance with the duty established in paragraph 1 b) of the previous Article, provided that they are reasonable and proportionate, even if the means employed prove ineffective.

2. The expenses indicated in the previous paragraph are paid by the Insurer in advance of the claim settlement date, when the Policyholder or the Insured Person requires refund, the circumstances do not prevent this and the claim is covered by the insurance.

3. The amount due by the Insurer under the terms of paragraph 1 is deducted from the amount of the available insured capital, unless it corresponds to expenses incurred in compliance with specific determinations from the Insurer or its autonomous coverage resulting from the contract.

1. The Insurer who has paid the compensation is subrogated, to the extent of the amount paid, to the Insured's rights against the third party responsible for the Incident, and the Insured Person undertakes to do whatever is necessary to enforce those rights.
2. The Policyholder is liable, up to the limit of compensation paid by the Insurer, for an act or omission that undermines the rights provided for in the preceding paragraph.

Article 25 - Legal defence

1. The Insurer may intervene in any judicial or administrative proceedings in which the obligation to indemnify is discussed, whose risk is the subject of the contract, bearing the costs incurred thereof.
2. The Insured Person must provide the Insurer with all information reasonably required by the Insurer and refrain from aggravating the substantive or procedural position of the Insurer.
3. When the Insured Person and the injured party have taken out insurance with the same Insurer or if there is any other conflict of interest, the Insurer must inform the interested parties of this circumstance.
4. In the case provided for in the previous paragraph, the Insured Person, frustrated with the dispute resolution by agreement, may entrust his defence to whomever he wishes, and the Insurer, unless otherwise agreed, must assume the costs arising in proportion to the difference between the amount proposed by the Insurer and that obtained by the Insured.
5. The Insurer, who has not provided consent nor acknowledgement on behalf of the Insured Person, of the right to payment of compensation that is made to the Insured is unenforceable.

Article 26 - Obligations of the Insurer

1. The Insurer replaces the Insured Person in the amicable or litigious settlement of any Claim that, under this contract, occurs during the period of validity of the contract, bearing the expenses up to the limit of the insured capital, including legal expenses, arising from such settlement, and subject, for this purpose, to the lawsuits of injured third parties or their descendants.
2. The investigations and expert examinations necessary for the recognition of the Claim and the assessment of damages must be performed by the Insurer with the appropriate promptness and diligence, under penalty of being liable for losses and damages.
3. The Insurer must pay compensation, or authorise repair for the damage, as soon as the investigations and necessary valuations for the recognition of Insured Person liability and the establishment for the amount of damages have been completed.
4. Once 30 days have elapsed following the conclusions of the investigations and expert reports provided for in the preceding paragraph without the payment of the indemnity or authorisation for repair of the damage, due to a cause that is unjustified or attributable to the Insurer, interest is due at the legal rate in force on, respectively, the amount of said indemnity or the average price at market values of the repair of the damage.

1. Once compensation has been paid, the Insurer has the right to recovery, regarding the amount spent, against the insurance Policyholder or the Insured Person, by:
 - a) deliberate acts or omissions of the Policyholder or Insured, or of persons for whom the Policyholder or Insured Person is civilly liable;
 - b) breach with the provisions of Article 22(1) a) to c).
2. The provision in the preceding paragraph is also applicable against the Policyholder or the Insured Person who has wrongfully injured the Insurer after the Claim.

CHAPTER VIII - MISCELLANEOUS PROVISIONS

Article 28 - Intervention of the insurance intermediary

1. No insurance intermediary is deemed to be authorised, on behalf of the Insurer, to enter into or terminate insurance contracts, to contract upon or amend the obligations arising thereof, or to validate additional statements, except as provided for in the following paragraphs.
2. The Insurance Intermediary to whom the Insurer has granted the necessary powers of attorney, in writing, may enter into insurance contracts, contract upon or amend the obligations arising thereof or validate additional statements, on behalf of the Insurer.
3. Notwithstanding the lack of specific powers for this purpose on the part of the insurance agent, the insurance is deemed effective when there are strong and objectively appraised reasons, taking into account the circumstances of the case, that justify the Policyholder's confidence in good faith in the insurance agent's legitimacy, provided that the Insurer has also contributed to establishing the Policyholder's confidence.

Article 29 - Communications and notifications between the parties

- 1. Communications or notifications from the Policyholder or the Insured Person provided for in this policy are considered valid and effective if they are conveyed to the Insurer's head office or branch, as appropriate.**
- 2. Any communications or notifications made according to the terms of the preceding paragraph, regarding the claims covered by this policy, are equally valid and effective if conveyed to the address of the Insurer's representative in Portugal.**
- 3. The communications provided for in this contract must be in writing or delivered via another means that leaves a durable record.**
- 4. The Insurer is only obligated to send the communications provided for in this contract if the recipient of the communication is duly identified in the contract, and the communication is considered valid if forwarded to the corresponding address contained in the policy.**

1. The applicable law governing this contract is Portuguese law.
2. Complaints from the Policyholder/Insured Person or other interested parties may be submitted to the Insurer's services, in the Complaints Book, to the Customer Ombudsman, to the Insurance and Pension Funds Supervision Authority (www.asf.com.pt) or also, in the event of a dispute, the parties may also resort to the following Alternative Dispute Resolution Entity: CIMPAS – Centro de Informação, Mediação, Provedoria e Arbitragem de Seguros [Insurance, Mediation, Ombudsman and Arbitration Information Centre] at www.cimpas.pt or through the Courts.
3. In disputes arising under this contract, recourse to arbitration may be made, filed in terms under the law.

Article 31 – Jurisdiction

The competent jurisdiction to settle any disputes arising from this contract is that established by civil law.

SPECIAL CONDITION - CIVIL LIABILITY - PÉTIS - PETS

Article 1 - Object and scope of coverage

1. When this Special Condition is contracted, the object of the Policy is to guarantee the civil liability of the Insured Person as the owner of a pet from a dog or cat breed mentioned in the Particular Conditions.

2. The guarantees of this contract do not cover animals used in circus shows, nor those that participate in shows, competitions, contests, exhibitions, advertising and similar events, unless otherwise stipulated in the Particular Conditions.

3. Coverage Extensions

3.1 Territorial Extension

Upon payment of the premium surcharge due and when expressed in the Particular Conditions, the Territorial Extension to Spain may be accepted by the Insurer, guaranteeing the compensation due to third parties for damages and losses caused by the animal in Spain.

3.2 Participation in Competitions and Exhibitions

Upon payment of the premium surcharge due and when expressed in the Particular Conditions, the Extension of the Guarantee to Participation in Competitions and Exhibitions may be accepted by the Insurer, guaranteeing the compensation due to third parties for damages and losses caused by the animal in competitions and exhibitions.

Article 2 - Exclusions

In addition to the exclusions referred to in the General Conditions, exclusions also include damages:

- a) caused by animals when practising sport hunting or professional hunting which, pursuant to the law, must be subject to mandatory civil liability insurance, unless otherwise stipulated in the Particular Conditions;
- b) caused by failure to comply with the legal provisions in force regulating the ownership of companion animals or dangerous or potentially dangerous animals, including their custody, release or handling;
- c) caused by the transportation of animals in vehicles not suitable for that purpose, as well as those caused to vehicles transporting animals;
- d) caused to other animals of the same species;
- e) arising from non-compliance with hygienic, prophylactic and therapeutic measures recommended in the event of infectious and contagious or parasitic diseases;
- f) arising from contractual civil liability;
- g) consisting of lost profits or similar losses.

Article 3 - Rights of Recovery

The Insurer, once the compensation has been paid, has a right of recovery against the civilly liable party in the following cases:

- a) liability for damages arising from deliberate acts or omissions on the part of the Insured Person, the person for whom they are civilly liable or the animal's owner;
- b) when the liability arises from acts and omissions committed by the Insured Person or by a person for whom they are civilly liable, or even by the animal's owner, when committed in a state of dementia or under the influence of alcohol, narcotics or other drugs or toxic products.

Article 4 — Territorial Scope

The contract only takes effect in relation to events occurring in Mainland Portugal and in the Autonomous Regions of Madeira and the Azores.

Article 5 - Temporal Validity

This policy guarantees claims caused by events occurring during the Policy's period of validity provided that claims are filed up to one year after the termination of the contract.

Article 6 - Deductible

The Insured Person must bear in all claims, as a deductible not enforceable against injured third parties or their heirs, the amount set forth in the Particular Conditions.

Article 7 - Obligations of the Insured Person

In the event of an Incident covered by this contract, the Insured Person, under penalty of being liable for losses and damages, undertakes:

- a) to communicate to the Insurer, within 48 hours of the moment that they had or are presumed to have had knowledge of any act or fact that could possibly result in liability guaranteed by this policy and submit a detailed written report within eight days;
- b) to take all measures within their power to avoid or limit the consequences of the Incident.

SPECIAL CONDITION - CIVIL LIABILITY - PÉTIS - DANGEROUS OR POTENTIALLY DANGEROUS ANIMALS

Article 1 - Object

- 1. When this Special Condition is contracted, the object of the Policy is to guarantee the civil liability of the Insured Person as the owner of an animal from a dog breed considered dangerous or potentially dangerous, as a companion animal, pursuant to the applicable special legislation.**
- 2. The guarantees of this contract do not cover animals used in circus shows, nor insured animals during their participation in shows, competitions, contests, exhibitions, advertising and similar events, unless otherwise stipulated in the Particular Conditions.**

Article 2 - Guarantees of the Contract

In accordance with the provisions of the General Conditions of the Policy, the Insurer guarantees the Insured Person's civil liability for property and non-property damages resulting from bodily or material injuries caused to third parties by the animal owned by the Insured Person and identified in the Particular Conditions.

Article 3 — Exclusions

In addition to the exclusions referred to in the General Conditions, exclusions also include damages:

- a) caused by animals when practising sport hunting or professional hunting which, pursuant to the law, must be subject to mandatory civil liability insurance, unless otherwise stipulated in the Particular Conditions;**
- b) caused by failure to comply with the legal provisions in force regulating the ownership of companion animals or dangerous or potentially dangerous animals;**
- c) caused by the transportation of animals in vehicles not suitable for that purpose, as well as those caused to vehicles transporting animals;**
- d) caused to other animals of the same species;**
- e) arising from non-compliance with hygienic, prophylactic and therapeutic measures recommended in the event of infectious and contagious or parasitic diseases.**

Article 4 - Rights of Recovery

The Insurer, once the compensation has been paid, has a right of recovery against the civilly liable party in the following cases:

- a) liability for damages arising from deliberate acts or omissions on the part of the Insured Person, the person for whom they are civilly liable or the animal's owner;**
- b) when the liability arises from acts and omissions committed by the Insured Person or by a person for whom they are civilly liable, or even by the animal's owner, when committed in a state of dementia or under the influence of alcohol, narcotics or other drugs or toxic products.**

(1) see Assistance Service contact details on page 21

Unless otherwise expressly agreed in the Particular Conditions, this contract covers Claims occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores.

Article 6 - Temporal Validity

This policy guarantees claims caused by events occurring during the Policy's period of validity provided that claims are filed up to one year after the termination of the contract.

Article 7 - Deductible

The Insured Person must bear in all claims, as a deductible not enforceable against injured third parties or their heirs, the amount set forth in the Particular Conditions.

Article 8 - Obligations of the Insured Person

In the event of an Incident covered by this contract, the Insured Person, under penalty of being liable for losses and damages, undertakes:

- a) to communicate to the Insurer, within 48 hours of the moment that they had or are presumed to have had knowledge of any act or fact that could possibly result in liability guaranteed by this policy and submit a detailed written report within eight days;
- b) to take all measures within their power to avoid or limit the consequences of the Incident.

SPECIAL CONDITION - ASSISTANCE - PÉTIS

Article 1 – Definitions

INSURED PERSON: person or entity in whose interest the contract is concluded, owner or proprietor of the insured animal;

INSURED ANIMAL: duly licensed pet animal (Dog or Cat) identified in the Particular Conditions of the Policy;

ILLNESS: any change in the health status of the insured animal not caused by accident and diagnosed by a veterinarian;

ACCIDENT: any event of a fortuitous, sudden and unforeseen nature that causes bodily injuries to the insured animal and which may be clinically and objectively diagnosed;

MATERIAL INJURY: damage caused by the insured animal to movable or immovable property owned by a third party;

INJURY TO THE ANIMAL: injury suffered by the insured animal and caused by a third party;

INCIDENT: any fortuitous, violent, sudden and abnormal event covered by the guarantees of this contract;

(1) see Assistance Service contact details on page 21

DOMICILE: usual address, in Portugal, of the Insured Person;

DEDUCTIBLE: amount that, in the event of an Incident, is payable by the Insured Person, and whose value and calculation method is stipulated in the Particular Conditions;

PRE-EXISTING CONDITION: considered as existing prior to the insurance contract, and therefore excluded from the scope of coverage; any illness or injury of the insured animal of which the Policyholder could not have been unaware, or of which they should have been aware, prior to the date of subscribing the insurance, due to its having been the subject of clinical research, a veterinarian act or previous treatment, or whose signs and symptoms were evident on the date of the aforementioned subscription;

CONGENITAL DISEASE: disease present at birth, as a result of hereditary factors or conditions verified during pregnancy up to the moment of birth. Congenital disease may be evident or recognised immediately after birth or be discovered later at any time during the life of the animal, without prejudice without prejudice to its nature;

VETERINARIAN: graduate of a faculty of veterinary medicine, legally authorised to practise the profession, registered and recognised by the Order of Veterinarians;

PET PASSPORT: mandatory document, issued by a veterinarian legally authorised to do so, certifying that animals have their vaccines up to date and are in compliance with all veterinary rules for travel between Countries of the European Union;

Article 2 - Object of the Guarantee

When expressly set forth in the Particular Conditions, this Special Condition guarantees, through the Insurer's Assistance Service,⁽¹⁾ coverage of the risks referred to in Article 4, within the limits and under the conditions enshrined in the applicable General, Special and Particular Conditions.

Article 3 – Scope

1. Territorial Scope: Unless otherwise expressly agreed in the Particular Conditions, this contract covers Claims occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores.

2. Coverage extensions

2.1 Territorial extension

Upon payment of the premium surcharge due and when expressed in the Particular Conditions, the Insurer may accept the territorial extension of the insurance guarantees, set forth in this Special Condition, to the other countries of the European Union, provided that all the requirements referred to in the General, Special and Particular Conditions of the Policy are met.

Nevertheless, the extension of coverage will only take effect if the following requirements are met:

- a) the travel period is not longer than 30 days and occurs within the period of validity of the Policy;**

⁽¹⁾ see Assistance Service contact details on page 21

- b) the origin and final destination of travel are located in Mainland Portugal and the Autonomous Regions of Madeira and the Azores;
- c) the Insured Person holds the Pet Passport for the insured animal;
- d) all legally mandated requirements for the Pet Passport are met;
- e) provided that the transportation conditions of the insured animal comply with all the rules and procedures legally defined for such transportation.

2.2 Hunting Extension

Upon payment of the premium surcharge due and when expressed in the Particular Conditions, the Insurer may accept the Extension of Assistance Coverage for Hunting accidents, in order to include compensation benefits for Assistance, resulting from hunting accidents.

3. The only animals covered by the guarantees mentioned in Article 4 are those animals that on the insurance subscription date:

- a) have a minimum age of 4 weeks and a maximum age of less than 8 years;
- b) are properly identified through a microchip and vaccination certificate.
 - i. In the case of cats, electronic identification may, alternatively, be accomplished using the respective city licence, which includes the name, sex, age, breed, height, coat and distinguishing marks;
 - ii. In the case of dogs that, due to their age, have not yet been microchipped, electronic identification may, alternatively, be accomplished using the respective city licence, which includes the name, sex, age, breed, height, coat and distinguishing marks. However, in these cases the Insured Person is required, as soon as the animal has been microchipped or no later than the date of the first policy renewal after inclusion of the animal in the policy, to provide these elements to the Insurer, under penalty of the guarantees mentioned in Article 4 not being activated.
- c) enjoy good health and have no physical disability, injuries or other impairments.

Article 4 - Guarantees

1. Miscellaneous Information

The Insurer, through its Assistance Service⁽¹⁾, is responsible for providing information concerning:

- a) emergency veterinary clinics operating 24 hours a day (addresses and telephone numbers), in Portugal and abroad;
- b) veterinary clinics (hours, addresses and telephone numbers), in Portugal and abroad;
- c) clinics that perform X-rays and analyses, in Portugal and abroad;
- d) clinics dealing with the necessary formalities in the event of the animal's death;
- e) clinical assistance at home;
- f) hotels for dogs and cats (hours, addresses and telephone numbers);
- g) training schools (hours, addresses and telephone numbers);
- h) breeders (addresses and telephone numbers);
- i) exhibitions and competitions (dates, locations and cost);
- j) information about breeds;

⁽¹⁾ see Assistance Service contact details on page 21

- l) documents required by law, in Portugal and abroad; m) companies that perform shearing and baths;
- n) animal transportation companies;
- o) hotels that accept pets, in Portugal and abroad;
- p) vaccines;
- q) assistance for mistreated animals;
- r) animal adoption;
- s) formalities to be completed in the event of the insured animal's death.

2. Search for a missing pet

In the event of disappearance of the insured animal, the Insurer, through the Assistance Service(1), will assume the costs related to the following actions:

- a) sending a notification with a photograph of the insured animal to a local newspaper covering the area where the Insured Person's domicile is located in Portugal, assuming the expenses of publication in the classifieds section in A8 (52 x 74 mm) format for a maximum period of one week;
- b) sending written communication to a maximum of five local entities that act in the interests of animals, such as veterinary clinics or animal welfare associations.

3. Custody of the Insured Animal

In the event of the Insured Person's hospitalisation, following a sudden illness or accident, for a period of more than two days and where the insured animal cannot be provided with the necessary care, the Insurer, through the Assistance Service(1), will cover the cost of keeping the insured animal in a kennel or cattery up to the limit established in the Special Conditions.

4. Search for a Pet

Based on the selection criteria provided by the Insured Person, the Insurer, through its Assistance Service(1), will:

- a) send a notification reporting interest in finding a pet to a newspaper with national coverage, covering the expenses of publication in the classifieds sections in A8 (52 x 74 mm) format for a maximum period of one week;
- b) send communications to a maximum of five national entities that act in the interests of animals, such as animal welfare associations;
- c) search for information in specialised databases of qualified providers

5. Legal Defence

The Insurer, through its Assistance Service(1), guarantees payment to the Insured Person of amounts paid for solicitor's fees and legal costs, arising from the defence in civil or criminal proceedings, due to material and bodily damages caused by and to the insured animal, up to the capital set out in the Special Conditions.

6. Veterinary and Medication Assistance

The Insurer, through its Assistance Service(1), pursuant to the terms and limits established in the Particular Conditions, guarantees refund of veterinarian and medication expenses, less the deductible amount, incurred by the insured animal as a result of an accident or illness, such

as:

- a) surgical operations;
- b) treatments, in particular those resulting from complications arising from birth or miscarriage;
- c) veterinarian's fees;
- d) X-rays and clinical tests;
- e) admission to a kennel or cattery.

7. Organisation of Funeral Services

In the event of death of the insured Animal, the Insurer, through its Assistance Service, will assist in the formalities and organise a funeral service at the Insured Person's request. The costs of the services are borne by the Insured Person.

Article 5 - Start and Duration of Guarantees

1. Without prejudice to the obligation to pay the premium, the start of coverage of the guaranteed risks takes place:
 - a) in relation to claims resulting from an accident, as of the contract start date;
 - b) in relation to claims arising from illness, after 90 days have elapsed from the contract start date.
2. The benefits guaranteed by the Insurer relate exclusively to each period of validity of the contract.

Article 6 - Procedures in the event of a claim

1. The Insured Person or a person designated by them, when contacting the Insurer's Assistance Service(1), must indicate precisely:
 - a) the full identification of the insured animal and the respective policy number, as well as the name of the Policyholder or Insured Person;
 - b) the type of Assistance needed.
2. If requested, the Insured Person must deliver copies of the documents requested by the Insurer and that are proven to be necessary for the correct management and settlement of the Claim.

Article 7 - Obligations of the Policyholder and Insured Person

In the event of an Incident covered by this contract, the Policyholder or the Insured Person undertakes to:

- a) **report the Incident within a maximum period of eight days after they became aware of it;**
- b) go to a veterinarian and follow their prescriptions, giving the animal all the care it needs;
- c) submit the original expense receipts within a maximum period of 120 days from the date of the incident,
under penalty of expiry of the right to refund, and said receipts must include:
 - the identification of the Policyholder or Insured Person, full address and identification of the animal;
 - the description of the service provided, in particular a statement of the medical acts performed and the date of their performance, the medication administered and materials used;
 - the number of days of hospitalisation in the event of assistance involving hospitalisation

d) submit a medical report with the description of the occurrence, diagnosis made, treatment administered and the current status of the animal, which includes the professional licence number of the respective veterinarian.

Article 8 - Exclusions

1. In addition to the exclusions established for each of the guarantees and those contained in the General Conditions of the Policy, the following situations are also excluded:

- a) resulting from events that took place before this contract entered into force;**
- b) caused by the Insured Person's deliberate misconduct;**
- c) arising from betting, participation in sports competitions and training for these competitions;**
- d) involving the payment of fines;**
- e) involving non-compliance with city council provisions;**
- f) involving animals without a microchip (except for the exceptions set out in Article 3, paragraph 3 of this Special Condition), unlicensed or unregistered;**
- g) resulting from situations of war, invasion, explosion, explosive or incendiary devices;**
- h) resulting from earthquakes, tsunamis, cyclones, floods and other cataclysms of nature;**
- i) arising from acts of terrorism or sabotage;**
- j) treatment of illnesses, deformities or anomalies that are congenital, genetic or pre-existing on the contract start date;**
- k) prostatitis, pyometra, mammary and testicular tumours in animals over six years of age;**
- l) aesthetic and plastic surgery and treatments with no therapeutic objectives, aimed to mitigate or correct congenital anomalies, illnesses and defects, namely tail docking and claw trimming;**
- m) resulting from non-vaccination for infectious hepatitis, kennel cough, distemper, rabies, leptospirosis, parvovirus, coryza, typhus, panleukopenia, calicivirus and feline leukaemia;**
- n) epidemic diseases;**
- o) purchase of dietary and food products;**
- p) baths, shearing (even if prescribed by the veterinarian), dewormers, consultations, treatments and medications in areas that are not recognised by the Order of Veterinarians;**
- q) medications and treatments for aesthetic, cosmetic and hygiene purposes;**
- r) vaccination;**
- s) incidents occurring outside the countries mentioned in the Pet Passport;**
- t) where any of the terms required in the Pet Passport are not met;**
- u) euthanasia, even if prescribed and certified by a veterinarian;**
- v) prostheses and orthoses of any category, as well as other items of medical treatment and correction that are not surgically indispensable;**
- w) sterilisation, spaying, neutering or infertility tests;**
- x) any diseases of a stomatological nature or atopic dermatitis.**

2. Unless the Coverage Extension - Hunting Extension is contracted, expressly mentioned in the Particular Conditions, benefits resulting from hunting accidents are also excluded.

Guarantees	Capital Limits		Deductible		
	Per claim	Per annuity			
1. Miscellaneous Information	Unlimited		-		
2. Search for a missing pet	€500 per annuity		-		
3. Custody of the Insured Animal	Unlimited (1)		-		
4. Search for a Pet	€500 per annuity		-		
5. Legal Defence	€500 per claim and per annuity		-		
6. Veterinary and Medication Assistance	€165	€600	(2)		
PLUS OPTION					
PLATINUM OPTION				€300	€1200
PREMIUM OPTION				€500	€2200
7. Organisation of Funeral Services	Unlimited		-		

(1) Unlimited capital with a maximum of 5 days

(2) 10 % of the claim amount, at least €25

Assistance Service Contact Details

Assistance Telephone Contact Telephone 210 347 936 (Assistance Coverages)

Post

**INTER PARTNER ASSISTANCE, S.A. Sucursal (Portugal)
Dep. Qualidade
Avenida da Liberdade, 38 – 7º
1269-069 Lisboa**