

Local Accommodation Civil Liability

General Conditions

Preliminary clause

1.
Between Zurich Insurance plc - Sucursal em Portugal, hereinafter referred to as Zurich, and the Policyholder, mentioned in the Particular Conditions, this Civil Liability Insurance contract is established, which is regulated by the General Conditions and the Particular Conditions, and also, if contracted, by the Special Conditions.
2.
The personal details of the parties to this contract are established in the Particular Conditions which include, inter alia, the identification of the parties and their addresses, the details of the Insured, the details of Zurich's representative for the purpose of claims, and the amount of the premium or the formula used for its calculation.
3.
The Special Conditions provide cover for other risks and/or guarantees besides those provided for in these General Conditions, and must be specifically identified in the Particular Conditions.
4.
This contract also includes, in addition to the Conditions envisaged in the above paragraphs (which form part of the policy), the specific and objective advertising messages that may contradict clauses of the policy, unless said clauses are more favourable to the Policyholder, the Insured or a third party.
5.
The provisions of the preceding paragraph shall not apply to advertising messages that were published more than one year prior to the contract being entered into, or when the messages themselves establish a period of validity and the contract has been entered into outside that period.

Chapter I General Definitions

Clause 1 Definitions

The following definitions apply for the purposes of this contract:

1.
 - a) **Policy**, range of conditions identified in the previous clause and under which the insurance contract entered into is formalised;
 - b) **Insurer**, Zurich Insurance plc - Sucursal em Portugal, an entity legally authorised to operate the Civil Liability Branch and which enters into this contract with the Policyholder;
 - c) **Policyholder**, the person or entity that enters into a contract with Zurich and is responsible for payment of the premium.
 - d) **Insured**, the person or entity holding the insurable interest;
 - e) **Third Party**, the person or entity that, as a result of a loss covered by this contract, suffers damage that can be repaired or indemnified pursuant to civil law and the terms of this policy.
For the purposes of this insurance contract, the owner of the local accommodation unit and/or its contents will not be considered as third parties.
 - f) **Loss**, an event or series of events, sudden and unforeseen, resulting from the same cause, that can enforce the covers in the contract.
 - g) **Sum Insured**, the maximum indemnity limit to which Zurich is obliged under this contract;
 - h) **Personal Injury**, an offence that affects physical or mental health, causing harm;

- i) **Material Injury**, an offence that affects any item, property or animal, causing damage;
- j) **Property Damage**, a loss that, subject to pecuniary evaluation, must be repaired or indemnified;
- k) **Non-Property Damage**, a loss that, without being subject to pecuniary valuation, must, nevertheless, be compensated through a pecuniary obligation;
- l) **Pure Financial Damage**, financial losses and/or costs suffered by third parties that do not take the form of personal injury or material damage, or of the consequence of both, but that if they arise, directly or immediately result in the deprivation of enjoyment of a right.
- m) **Excess**, an amount which, in the event of a claim, is payable by the Insured and whose amount and form of calculation are stipulated in the Particular Conditions of the contract;
- n) **Premium**, consideration for the agreed coverage that includes everything contractually payable by the Policyholder, namely the costs of covering the risk, the costs of acquisition, management and collection and the charges related to the issue of the policy;
- o) **Total Premium**, the commercial premium plus taxes and legal fees and corresponding to the price paid by the Policyholder to Zurich for taking out the insurance. The premium receipt will include the applicable taxes and legal fees;
- p) **Fraud**, a collection of unlawful acts or facts, committed intentionally, with the purpose of obtaining an illegitimate benefit for themselves or for others;
- q) **Malice**, any intentional act or omission committed with the intention of causing damage or representing the possibility of this result;
- r) **Gross Negligence**, any act or omission committed with diligence and care manifestly inferior to that required.

Chapter II Purpose, Cover and Scope of the Contract

Clause 2 Purpose of Contract

This contract is intended to fulfil the obligation to insure non-contractual civil liability arising from the Insured's activity as the operator of the local accommodation establishment under the terms of the applicable specific legislation, and exclusively covers damages that legally may not be covered by any other compulsory insurance.

Clause 3 Insurance Cover

1. Zurich covers up to the limit set forth in the Particular Conditions any compensation legally required of the Insured, as the operator of the local accommodation establishment, based on non-contractual civil liability for property and/or non-property damages caused to third parties, including guests of the insured establishment, during the carrying out of the activity of the provision of accommodation services.

Sole Paragraph: For the purposes of this Special Condition, the Insured, as the operator of the Local Accommodation, is jointly and severally liable with the guests for damages caused by the latter in the building in which the Unit is located, within the remit and scope provided by law.

2. It is also agreed that, under the terms, conditions and exclusions of this contract, any damage caused by illuminated adverts, advertising panels, signboards, antennas, awnings and other identification objects inherent to the activity insured and the Insured's property are also covered, provided they are duly installed within the local accommodation unit;

Clause 4 Time Limits

1. Given the date of the claim, and without prejudice to the provisions of the law or Special Regulation, and if the risk is not covered by a subsequent insurance contract, this contract, unless agreed otherwise, guarantees the payment of compensation resulting from damaging events unknown to the parties and occurring during the period of validity of the policy, even if the claim is filed in the year following its expiry.

2. In no event will Zurich be liable for any claim, fact or circumstance:

- a) Known to the Insured or that could reasonably have been known to them before the beginning of the insurance, which gave rise to a claim covered by this policy, or;
- b) Notified, declared or covered by any other insurance that was in force before this policy;
- c) Filed after the end of the period referred to in number 1 of this clause;
- d) For any judicial or administrative proceedings, official investigation or inspection, claim or loss initiated or filed prior to the policy start date or pending on that date, as well as any judicial or administrative proceedings, official investigation or inspection, claim or loss based totally or partially on facts already alleged in said previous or pending procedure, claim or loss.**

Clause 5 Territorial Scope

Unless otherwise agreed and expressly mentioned in the Particular Conditions, this Contract only takes effect in relation to events that occurred in Portugal.

Chapter III General Exclusions

Clause 6 General Exclusions

- 1.**
Without prejudice to the exclusions provided for in the Special or Particular Conditions, the coverage of this policy will, in no event, cover damage, losses or liabilities arising from:
 - a) Professional civil liability.** Professional civil liability is taken to mean the obligation to repair property and non-property damage, caused by negligent acts, errors or omissions, which derive from the professional activity described in the Particular Conditions, and/or damages caused or suffered by the property, or the item which is the object of the defective exercising of the profession;
 - b) Criminal, administrative or disciplinary liability, and/or any expenses or costs arising from these same processes;**
 - c) Any liability arising from the ownership of property;**
 - d) Works, remodelling, modification, transformation, extension and/or repair of the property where the local accommodation unit is located;**
 - e) Directly or indirectly from the application of taxes, deposits, fees, fines and/or other penalties of a punitive or fiscal nature, as well as additional compensation which the Insured is ordered to pay by judicial decision, as a punishment, example or revenge and others of similar characteristics;**
 - f) Expenses defrayed by the Insured on appeals to Higher Courts, unless Zurich deems this necessary;**
 - g) Accidents, possession, driving and/or use of drones, aircraft, other space devices, maritime, lake or river vessels or other means of locomotion or transport whether or not equipped with an engine, as well as the objects transported by them;**
 - h) Accidents, driving or ownership of a land vehicle subject to the Highway Code;**
 - i) Damages caused to employees, salaried workers or agents of the Insured when in the service of the latter and provided that said damages result from an accident falling under the legislation on Occupational Accidents or diseases as well as damages that fall under employer's civil liability cover;**
 - j) Any loss or damage resulting from theft, robbery and/or disappearance;**
 - k) Any form of pollution, contamination and/or infiltration as well as any damage caused to the environment;**
 - l) Property entrusted to the Insured in any way;**
 - m) Force majeure, considering as such inevitable forces of nature independent of human intervention, namely those associated with earthquakes, wind actions, water spills, floods and any other natural phenomena;**
 - n) Any claims for indirect damages, namely, lost profits, loss of use, loss of benefits, non-functioning or deficient functioning of the facilities and/or equipment, with consequent loss of production, decreased yield, insufficient quantity, quality or profitability, stoppages, suspensions or total or partial downtime in the activity;**
 - o) Contractual civil liability, including damage resulting from delays in the delivery of works and/or products, due to errors in the choice and delivery of products and/or any other type of contractual non-compliance;**

- p)** Claims resulting from any type of pure financial damage, understood as economic or financial losses without concurrent material damage and/or personal injury;
- q)** Damage or losses of any nature, caused by any contractor, subcontractor, or any other individual or collective person not insured by this policy;
- r)** **Damage caused to goods stored, transported or handled, their packaging, containers and vehicles used, as well as caused by fall or breakage of materials or load, when being moved;**
- s)** Use, storage and/or transport of hazardous substances;
- t)** Civil liability for products, and/or damage resulting from the fact that the products are not fit for the function or purpose stated by the Insured, as well as those resulting from defects or inefficiency of the same;
- u)** Post-Work Civil Liability. **Any damages or losses that occur or appear after the delivery of the works or services and/or commencement of use thereof, whichever of the facts occurs first, are excluded from the cover of the insurance contract;**
- v)** **Failure to implement or take measures to mitigate damage covered under these conditions, as well as, due to the Insured's gross negligence, the need to take all reasonable steps in order to avoid personal injury or material damage;**
- w)** Cross civil liability. **Claims submitted by any Insured against another are not covered and so neither the Insured parties nor the Policyholder will be regarded as third parties vis-à-vis each other.**
- x)** **Any complaints by the owners of the property and goods owing to use, wear and tear or gradual deterioration or lack of maintenance;**
- y)** Any acts of vandalism;
- z)** Damage caused to the property or part of the property and/or its contents, occupied by the local accommodation establishment.

2.

Without prejudice to the exclusions provided for in the Special or Particular Conditions, the coverage of this policy will, in no event, cover damage, losses or liabilities arising from:

- a)** **Liability of the Insured arising from a particular agreement or contract, insofar as the resulting liability exceeds that to which the Insured would be legally obliged in the absence of any such agreement or contract;**
- b)** Complaints arising from the interruption, impossibility to put into effect, cancellation or postponement of stay;
- c)** Caused as a result of war, strikes, lock-out, sabotage, riots, civil commotions, attacks, sabotage, any type of terrorism, acts of vandalism, civil or military uprisings or decisions by an authority or forces usurping the authorities, attacks or acts of piracy;
- d)** **Complaints regarding the handling of information of customers and third parties, namely, the publication of news, photos, videos, information, comments, advertisements and/or any other informative content of a personal or commercial nature;**
- e)** Directly or indirectly from asbestos or any other disease arising from the manufacture, construction, processing, assembly, sale or use of asbestos or products containing asbestos;
- f)** Directly or indirectly from explosion, release of heat or radiation, resulting from the decay or fusion of atoms, artificial acceleration of particles or radioactivity, and also those resulting from radiation caused by artificial acceleration of particles, as well as damage resulting from exposure to electromagnetic fields;
- g)** **Damage to any person whose liability is covered by the contract, as well as their spouses or partners, ascendants, descendants, adoptees, wards or people who cohabit or live with them;**
- h)** Damage to directors, partners, managers, legal representatives or agents of the legal person whose liability is covered or persons related therewith under the terms of the previous paragraph;
- i)** Due to intoxication, food allergy or pathological predisposition caused by food and/or drinks prepared, supplied and/or served at the Insured's premises, whether or not they are agreed upon by the Insured;
- j)** Resulting from participation in and/or organisation of any type of events, parties, excursions and/or study visits;
- l)** Acts committed by the Insured in collusion with or coerced by the claimant;

- m)** Use of the following products, substances, products containing such substances, regardless of the generic, commercial, brand, chemical or registered name: MTBE (Methyl Tert-Butyl Ether), Dioxins, Furans, PCB (Polychlorinated Biphenyls), PCT (Polychlorinated Terphenyls). And the following organic pollutants: aldrin, chlordane, DDT, dieldrin, endrin, heptachlor, hexachlorobenzene, mirex, toxaphene;
- n)** Due to the responsibility of administrators, directors, managers and members of the supervisory bodies of the company insured for management errors;
- o)** Software failure, any kind of damage caused to computer-processed data, whether modified, deleted or made useless, data recovery costs, as well as any damage caused by cybercrimes, viruses, computer infections or similar or malicious damage, harmful materials or codes transmitted electronically and/or used on the Internet;
- p)** Directly or indirectly due to the existence, inhalation or exposure to any fungus/fungi, spores or mould;
- q)** Any type of contagious and/or communicable diseases or illnesses of any nature, including AIDS, hepatitis, legionella, infection of animals, any type of spongiform encephalopathy;
- r)** Any other activities, assets and/or liabilities that, under the terms of the law, should be subject to mandatory civil liability insurance, regardless of whether these insurances have been taken out or not;
- s)** Misappropriation, infringement or violation of any confidential information, professional secrecy, intellectual property, licenses, copyright, industrial property, patents, trademark, copyright, industrial secret, customer information, and/or basic data rights, by the Insured, its workers, employees, agents and/or all those for whom it is civilly liable or by third parties;
- t)** For claims directly or indirectly related to the insolvency of the Insured, its suppliers and/or other contractors or subcontractors;
- u)** Claims based on occurrences that are predictable and/or accepted, as a result of the nature of the work and/or procedures used, as well as by choosing a method of performing a certain task as it is less costly or faster, thus involving risk to third parties;
- v)** For animals that are owned, kept or used by the Insured;
- x)** The assets of the Insured's workers, employees or agents.

3.

Specific exclusions as the Owner of Antennas, Advertising Signs, Signboards, Advertisements and Advertising Panels, Awnings and other identification objects.

Losses or damages which arise from the following are deemed to be excluded:

- a)** Assembly, disassembly, overhaul, repair, maintenance works or modification of the insured objects;
- b)** Damage sustained by the supports or parts of the property or structure where the insured objects are fixed when said damage results from their means of fixation;
- c)** Construction defects, defects in assembly or maintenance of the insured objects.

Chapter IV Declaration of Initial and Supervening Risk

Clause 7 Duty of Initial Declaration of Risk

1.

The Policyholder or Insured is obliged, before signing the contract, to precisely state all the circumstances they are aware of and should reasonably consider to be significant for the assessment of the risk by Zurich.

2.

The provisions of the above paragraph also apply to circumstances whose mention has not been requested in any questionnaire which may have been sent by Zurich for this purpose.

3.

If Zurich has accepted the contract, unless there is intent by the Policyholder or the Insured for the purpose of obtaining an advantage, the following cannot prevail:

- a)** Any omission of an answer to a question in the questionnaire;
- b)** Any imprecise answer to a question posed in too general terms;

- c) Any evident inconsistency or contradiction in the answers to the questionnaire;
- d) Any fact that its representative, at the time the contract was signed, knew to be inaccurate or, if it has been omitted, was aware of;
- e) Any circumstances known by Zurich, particularly when they are public and generally known.

4.
Before signing the contract, Zurich must inform the Policyholder or Insured of the duty referred to in paragraph 1, as well as the system which applies to any breach thereof, otherwise it may be deemed civilly liable under general terms.

Clause 8

Intentional Non-compliance with the Duty of Initial Declaration of Risk

1.
In case of intentional non-compliance with the provisions of clause 6(1), the contract is voidable, by means of a communication sent by Zurich to the Policyholder, under the terms provided for in law.

2.
If there has been no loss, the declaration referred to in the paragraph above must be sent within three months of learning of said non-compliance.

3.
Zurich is not obliged to cover any loss which occurs before it has learned of the intentional non-compliance referred to in paragraph 1 or during the course of the timeframe foreseen in the previous section, and the general voidability provisions apply.

4.
Zurich is entitled to any premium owed by the end of the timeframe referred to in paragraph 2, unless there has been wilful intent or gross negligence by Zurich or its representative.

5.
In the event of intent by the Policyholder or the Insured to gain an advantage, the premium is payable until the end of the contract.

Clause 9

Negligent Non-compliance with the Duty of Initial Declaration of Risk

1.
In the event of negligent non-compliance with the duty referred to in clause 7(1), Zurich may, by means of a statement to be sent to the Policyholder, within three months of its becoming aware:

a) Propose an alteration to the contract, setting a timeframe of no less than 14 days, for the sending of acceptance or, where permitted, a counterproposal;

b) Terminate the contract, demonstrating that, under no circumstances does it sign contracts to cover risks related with the fact which has been omitted or inaccurately declared.

2.
The contract ceases to take effect 30 days after the notice of termination has been sent or 20 days after receipt by the Policyholder of the proposed alteration, should the latter fail to answer or rejects it.

3.
In the case referred to in the previous paragraph, the premium is returned pro-rata in line with the coverage used.

4.
If, prior to termination or alteration of the contract, a loss occurred in which the occurrence or consequences thereof have been influenced by a fact with regard to which there have been negligent inaccuracies or omissions:

a) Zurich covers the loss in proportion to the difference between the premium paid and the premium that would have been payable if, when signing the contract, it had known about the fact omitted or inaccurately declared;

b) Zurich, demonstrating that under no circumstances would it have signed the contract if it had been aware of the fact omitted or inaccurately declared, does not cover the loss and is only bound by the return of the premium.

Clause 10

Increased Risk

1.
The Policyholder or Insured has the duty, during contract performance, within 14 days of learning thereof, to inform Zurich about any circumstances that exacerbate the risk, provided that the latter, if they had been known by Zurich at the time the contract was signed, could have influenced the decision to contract or the conditions of the contract.

2.

Zurich may, within 30 days of learning of the increased risk:

- a) Submit to the Policyholder a proposed modification to the contract which the latter must accept or refuse within an identical timeframe whereafter the proposed modification shall be deemed to have been approved;
- b) Rescind the contract, demonstrating that under no circumstances does it sign contracts that cover risks endowed with the characteristics deriving from said increase in risk.

3.

The notice of termination must be sent to the Policyholder by registered mail at least 15 days prior to the date on which the termination is to take effect.

Clause 11 Loss and Increased Risk

1.

If, prior to the termination or amendment of the contract under the terms provided for in the previous clause, a loss occurs whose occurrence or consequence has been influenced by increased risk, Zurich:

- a) Shall cover the risk, making the agreed payment, if said increased risk has been properly notified in due time before the loss or before the timeframe foreseen in paragraph 1 of the previous clause has elapsed;
- b) Shall partially cover the risk, reducing its payment by the proportion between the premium actually received and that which would be due in line with the actual circumstances of the risk if the increase had not been correctly notified in due time before the loss;
- c) May refuse cover in the event of intentional behaviour by the Policyholder or the Insured with a view to gaining an advantage, maintaining its entitlement to any premiums due.

2.

In the situation provided for in sub-paragraphs a) and b) of the previous paragraph, with the increased risk resulting in fact from the Policyholder or the Insured, Zurich is not obliged to pay if it demonstrates that it, under no circumstances, enters into contracts that cover risks with the characteristics resulting from this increased risk.

Chapter V Payment and Alteration of Premiums

Clause 12 Payment of Premiums

1.

Unless agreed otherwise, the initial premium, or the first instalment thereof, is due on the date on which the contract is signed.

2.

The subsequent instalments of the initial premium, any premium for subsequent annual terms and the successive instalments thereof fall due on the dates stipulated in the contract.

3.

That part of the premium which is variable with regard to the adjustment of the value and, where applicable, that part of the premium pertaining to alterations to the contract, are due on the dates stated in the respective notifications.

4.

If this contract is entered into at a variable premium, a provisional premium, with a non-reversible minimum, will be issued, the value of the final premium being determined at the end of each annual term, the Policyholder paying the difference between this amount and the provisional premium.

5.

The final premium will be calculated by applying to the amount of wages, billing or other calculation criteria indicated in the Particular Conditions, the adjustment rate defined there. Any difference between the provisional premium and the final premium will be payable by the Policyholder, and there will be no reversal of the minimum provisional premium if the amount of the final premium is lower than that.

6.

The Policyholder or Insured undertakes, up to 30 days after the annual maturity of the contract, to communicate to Zurich the amount of wages, billing or other calculation criteria contained in the Particular Conditions, regarding the elapsed annual term, in order to allow the calculation of the final premium.

7.

When the final annual premium for the contract is calculated based on the annual wages paid by the Policyholder, in the absence of communication of these values within the contractually established term, Zurich will use the updated wage amount indicated in the Accidents at Work policy which the Insured holds with Zurich.

8.

In the absence of the communication provided for in paragraph 6 and/or 7 of this clause, Zurich reserves the right to obtain information via a financial database platform and/or to charge an additional adjusted premium corresponding to 30% of the provisional commercial premium.

9.

In case of errors contained in the information provided by the database platform or if the billing amount does not correspond to reality, the additional adjusted premium may be revised in accordance with the respective values communicated and justified by the Insured

10.

If the amount declared by the Insured is less than the actual amount recorded, the Insured continues to owe the premiums that would be due if the information provided was correct. If compensation for a loss occurred in the year or years in question, the Insured is obliged to reimburse Zurich for the difference in compensation corresponding to the difference between premium paid and due.

Clause 13 Coverage

Risk cover depends on the prior payment of the premium.

Clause 14 Notification of payment of premiums

1.

During the validity of the contract Zurich must notify the Policyholder in writing about the amount payable, as well as about the manner and place of payment, giving minimum notice of 30 days prior to the date on which the premium, or instalments thereof, falls due.

2.

The notification must clearly indicate the consequences of any failure to pay the premium or instalment thereof.

3.

In insurance contracts in which payment of the premium in instalments has been agreed in periods equal to or less than three months and whose contractual documentation states the due dates of the successive instalments of the premium and the respective amounts payable, as well as the consequences of non-payment, Zurich may opt not to send the notification referred to in paragraph 1, in which case it must provide proof of the issue, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

Clause 15 Failure to Pay Premiums

1.

Failure to pay the initial premium, or the first instalment thereof, on the due date, will lead to automatic termination of the contract as from the date on which it is signed.

2.

Failure to pay a subsequent annual premium, or the first instalment thereof, on the due date, prevents the extension of the contract.

3.

Failure to pay will lead to the automatic termination of the contract on the due date for receipt of:

- a) An instalment of the premium during the course of an annual term;**
- b) An adjusted premium or part of a premium of a variable amount;**
- c) An additional premium deriving from a modification to the contract based on a supervening increase in risk.**

4.

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

Clause 16 Alteration of the Premium

In the absence of a change in risk, any change in the premium applicable to the contract can only be made on the following annual maturity.

Chapter VI

Start, Duration and End of the Effects of Coverage, Reduction, Termination and Invalidity of the Contract

Clause 17

Start of Coverage and Effects

- 1.**
The day and time of the start of the risk coverage are indicated in the contract, in compliance with the provision in clause 12.
- 2.**
The stipulations of the previous paragraph also apply to the start of the effects of the contract, if this is different from the start of the risk coverage.

Clause 18

Duration

- 1.**
The contract indicates its duration and may be entered into for a certain and determined period (temporary insurance) or for a year that can be extended for further periods of one year.
- 2.**
The effects of the contract shall cease at 12 midnight of the last day of its term.
- 3.**
The extension foreseen in paragraph 1 is not granted if either of the parties rescinds the contract giving at least 30 days' notice prior to the extension date or if the Policyholder fails to pay the premium.

Clause 19

Contract Termination and Reduction and Suspension and End of Activity

- 1.**
The contract can be terminated by the parties at any time, with just cause, which can be done by any means that generate a written record.
- 2.**
Termination of the contract for failure to pay the premium is subject to the applicable legal and contractual provisions.
- 3.**
Zurich may not invoke the occurrence of a succession of losses during the annual term as a relevant reason for the effect foreseen in the previous paragraph.
- 4.**
For the purposes of the preceding paragraph, it is assumed that there is a succession of losses when there are two losses within a period of 12 months or, if the insurance is annual, in the course of the annual term.
- 5.**
The amount of the premium to be refunded to the Policyholder in the event of early termination of the contract is calculated in proportion to the period of time that would elapse from the date of termination of coverage until contract maturity, unless otherwise agreed by the parties for any valid reason such as the assurance of the technical separation between annual and temporary insurance charges.
- 6.**
The contract termination shall take effect at 12 midnight of the day on which it becomes effective.
- 7.**
Whenever the Policyholder is not the Insured, Zurich must notify the Insured about the contract termination as soon as possible, no more than 20 days after the non-renewal or termination.
- 8.**
Contract termination by Zurich shall take effect 15 business days after the notification date and said notification may be made by any means that generate a written record.
- 9.**
The provisions of this clause are applicable to the reduction of the contract, with the necessary adaptations.
- 10.**

This policy will automatically expire on the date of cessation, suspension or prohibition of the activity, or of non-renewal for any reason of the Establishment Registration, in which case the premium reversal will be processed, unless otherwise agreed, pro-rata, under the legal terms.

Chapter VII **Main Payment by Zurich**

Clause 20 **Payment Limits**

- 1.**
Zurich's liability is always limited to the maximum amount set out in the Particular Conditions of the policy, for all damages arising from all claims, regardless of the number of people injured by a loss.
- 2.**
Unless agreed otherwise, it is stipulated in the Particular Conditions that:
 - a) When the compensation awarded to the injured parties is equal to or exceeds the sum insured, Zurich is not liable for any legal expenses;**
 - b) When the compensation awarded is less than the sum insured, Zurich will also be liable for legal expenses until the limit of the sum insured is reached.**
- 3.**
Zurich is liable for attorneys' and solicitors' fees, provided they have chosen them.
- 4.**
When the compensation due to the injured party consists of an income, Zurich will allocate the available part of the sum insured to the constitution of the respective mathematical provision, according to the technical bases officially established for that purpose.
- 5.**
After the occurrence of a loss in relation to which Zurich has paid any amount of compensation, the sum insured is automatically reinstated, the Policyholder being obliged to pay the proportion of the premium corresponding to the reinstated sum, for the period until the policy expires.

Clause 21 **Payment of Compensation**

- 1.**
Unless otherwise agreed, Zurich pays compensation in euros and in Portugal, its obligation being deemed fulfilled when it informs the beneficiary of the deposit into a bank legally authorised to operate in Portugal, in its favour, of the amount which it is obliged to pay under the applicable law.
- 2.**
For the conversion of foreign currency amounts into euros, the indicative exchange rate (Banco de Portugal fixing rate) of the day on which the deposit is made is used.

Clause 22 **Excess**

- 1.**
Under a specific agreement, the Policyholder or the Insured may be liable for part of the compensation due to third parties, though this limitation of cover is not enforceable on the former.
- 2.**
In the event of third party compensation claims, Zurich is fully liable for any compensation due, without prejudice to the right to be reimbursed by the obliged party, under the terms of the previous paragraph, for the excess applied.

Clause 23 **Insufficient Sum Insured**

- 1.**
In the event that there are several victims of the same loss and the amount of damages exceeds the sum insured, Zurich's liability for each of them will be reduced proportionally in relation to the amount of the respective damage suffered, until it is equal to this sum.
- 2.**
When Zurich, in good faith and due to the lack of knowledge of other claims, settles compensation for an injured person at a value higher than that which would have been required under the terms of the previous paragraph, it is only obliged to the other injured parties until the remainder of the sum insured is reached.

Clause 24 Multiple Insurance Policies

1.
When the same risk pertaining to the same interest and for the same period is insured by several Insurers, the Policyholder or the Insured must inform Zurich of this circumstance as soon as it learns of it, as well as when it is involved in a loss.
2.
The fraudulent omission of the information referred to in the preceding paragraph exempts Zurich from the respective payment.
3.
If, at the date of the loss, there is more than one insurance contract covering the same risk, this policy will operate under the terms of the law.

Chapter VIII Obligations and Rights of the Parties

Clause 25 Obligations of the Policyholder and Insured

1.
In the event of a loss covered by this contract, the Policyholder or the Insured, under penalty of being held liable for losses and damages, undertakes:
 - a) **To notify Zurich of this in writing as soon as possible, never more than eight working days after the day of the occurrence or the day on which it becomes aware of it, explaining its circumstances, possible causes and consequences;**
 - b) To take the measures within its reach in order to avoid or limit the consequences of the loss;
 - c) To provide Zurich with any relevant information it requests regarding the loss and its consequences;
 - d) Not to prejudice Zurich's right of subrogation in the rights of the Insured vis-à-vis the third party liable for the loss, as a result of their coverage of the loss;
 - e) Not to pay the compensation claimed out-of-court without Zurich's written authorisation, as well as not to prepare offers, make commitments or perform any act aimed at recognising Zurich's liability, establishing the nature and value of the compensation or which, in any way, establishes or signifies its liability;
2.
Non-compliance with the provisions of sub-paragraphs a) to c) of the preceding paragraph, except as provided for in the following paragraph, will lead to:
 - a) The reduction of the payment by Zurich in view of the damage caused to it by the non-compliance;
 - b) Loss of coverage if it is intentional and has caused significant damage to Zurich.
3.
The provisions of the previous paragraph are not enforceable by Zurich against the injured party.
4.
In the event of non-compliance with the provisions of paragraph 1(a), the penalty provided for in paragraph 2 will not apply when Zurich becomes aware of the loss by other means during the eight days provided for therein, or the party obliged to provide the proper notification proves that they could not reasonably have done so prior to when they did.
5.
Non-compliance with paragraph 1(d) will lead to the defaulter's liability up to the limit of the compensation paid by Zurich.

Clause 26 Obligation of Reimbursement by Zurich of any Expenses Defrayed on Averting and Mitigating the Loss

1.
Zurich will pay the Insured any expenses incurred in compliance with the duty stated in paragraph 1(b) of the clause above, provided that these are reasonable and proportionate, even if the means used prove ineffective.
2.
The expenses stated in the paragraph above must be paid by Zurich prior to the claim settlement date when the Insured requires reimbursement, the circumstances do not prevent it and the loss is covered by the insurance.
3.
The amount owed by Zurich under paragraph 1 is deducted from the sum insured amount available, unless this pertains to expenses incurred in compliance with the specific determinations of Zurich or its separate cover derives from the contract.

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Clause 27

Subrogation by Zurich

- 1.**
Zurich, when paying the compensation, will be subrogated, to the extent of the amount paid, in the rights of the Insured against the third party liable for the loss.
- 2.**
The Insured will be liable, up to the limit of the compensation paid by Zurich, for any act or omission that damages the rights provided for in the previous paragraph.

Clause 28

Legal Defence

- 1.**
Zurich can intervene in any judicial or administrative proceeding in which the obligation to indemnify where the risk is the purpose of the contract is discussed, and will pay the costs arising therefrom.
- 2.**
The Insured must provide Zurich with all information that is reasonably required of it and refrain from aggravating Zurich's substantive or procedural position.
- 3.**
If the Insured and the injured party have taken out insurance with Zurich or if there is any other conflict of interest, Zurich must inform the interested parties of this circumstance.
- 4.**
In the case provided for in the preceding paragraph, the Insured, unable to resolve the dispute by agreement, may entrust its defence to whomever it chooses, and Zurich, unless otherwise agreed, will cover the costs of consulting a lawyer in proportion to the difference between the amount proposed by Zurich and whoever the Insured obtains.
- 5.**
No rights of the injured party recognised by the Insured, such as payment of compensation, may be enforced against Zurich without Zurich having given its consent and/or acknowledgement.

Clause 29

Obligations of Zurich

- 1.**
Zurich replaces the Insured in an amicable or litigious settlement of any claim that, under this contract, is made during the term of the same, and will cover, up to the limit of the sum insured, any expenses, including legal expenses, arising from the settlement, and is subject, for this purpose, to the direct action of injured third parties or their heirs.
- 2.**
Any investigations and expert reports necessary for the recognition of the claim and the assessment of the damage must be promptly and diligently carried out by Zurich, failing which it shall be held liable for losses and damages.
- 3.**
Zurich must pay the compensation, or authorise the repair of the damage, as soon as the investigations and expert reports necessary for the recognition of the Insured's liability and to determine the amount of damages have been completed.
- 4.**
Once 30 days have elapsed since the conclusions set out in the preceding paragraph without any compensation having been paid or the repair of the damage having being authorised, for an unjustified reason or which is attributable to Zurich, interest shall be payable at the statutory rate in force on, respectively, the amount of the former or the average market price of the repair of the damage.
- 5.**
Zurich will not cover any internal or additional costs incurred by the Insured, employee salaries, costs for setting up and/or providing judicial deposits, personal sanctions, including fines or costs, expenses incurred by anyone in extrajudicial proceedings, relating to investigations and surveys designed to determine the causes of the loss unless these investigations, surveys and expenses have been previously authorised by Zurich, as well as the Insured's appeal expenses at the Superior Court, unless Zurich deems it necessary.

Clause 30

Right of Recourse of Zurich

- 1.**
Once the compensation has been settled, Zurich has the right of recourse, in respect of the amount paid out, against the Policyholder or the Insured in cases provided by law, namely due to:
 - a)** Non-compliance with the provisions of Clause 24(1)(a) to (c);

b) Compensation paid, unduly, under Clause 21;

c) Errors, omissions or acts committed by the Policyholder, the Insured or persons for whom they are civilly liable in a state of dementia, drunkenness, hypnotism or under the influence of narcotics, drugs or toxic products;

d) Damage resulting from lack of technical assistance, overhaul, repair, cleaning, poor condition or maintenance of the accommodation and its equipment under the responsibility of the Insured;

e) Failure to comply with the legal provisions, rules and regulations regarding the activity insured and the security measures that the nature thereof requires;

f) Any error, omission, intentional act and/or act committed with gross negligence by the Policyholder, the Insured or persons for whom they are civilly liable, whenever said error, omission or act has been classified as such by a Court, or when the insured person so recognises.

2.

If the claim is not covered by the guarantees provided by this policy, Zurich will be reimbursed by the Insured for all costs and expenses incurred in defending it.

3.

The provisions of paragraph 1 also apply against the Policyholder or the Insured if they intentionally harm Zurich after the claim.

Chapter IX Miscellaneous Provisions

Clause 31 Involvement of Insurance Broker

1.

No insurance broker shall be presumed to have authorisation, on behalf of Zurich, to sign or terminate insurance contracts, to take on or alter any obligations deriving therefrom or to validate additional declarations, except for the provisions of the following paragraphs.

2.

An insurance broker upon whom Zurich has bestowed the necessary powers in writing may sign insurance contracts, take on or alter any obligations deriving therefrom or validate any additional statements on behalf of Zurich.

3.

Notwithstanding the insurance broker not having the specific powers for this purpose, the insurance is deemed to be effective when there are serious reasons, objectively speaking, bearing in mind the circumstances of the case, which justify the trust in good faith of the Policyholder in the legitimacy of the broker provided that Zurich has also contributed to establishing the Policyholder's trust.

Clause 32 Communications and Notifications between the Parties

1.

Any communications or notifications of the Policyholder or the Insured provided for in this policy are considered valid and effective if they are made in writing, or by another means which leaves a lasting record, to Zurich Insurance plc - Sucursal em Portugal

2.

Any communications or notifications made under the terms of the preceding paragraph to the address of Zurich's representative not established in Portugal for claims covered by this policy shall also be valid and fully effective.

3.

Zurich is only required to send the communications foreseen in this contract if the recipient thereof is duly identified in the contract, and they are deemed to have been validly made if they are sent to the address stated in the policy.

Clause 33 Applicable Law

This contract is subject to Portuguese law.

Clause 34 How to File Complaints and Arbitration

1.

Complaints may be made via email or postal mail to Zurich Insurance plc - Sucursal em Portugal or to its headquarters in Ireland (Dublin).

2.

Complaints within the scope of this contract may be submitted to the offices of Zurich identified in the contract, as well as to the ASF - Insurance and Pension Funds Supervision Authority (www.asf.com.pt).

3.

In any litigation arising under this contract, there may be recourse to arbitration to be carried out under the terms of the law.

4.

The Alternative Dispute Resolution (ADR) Centre specialising in the insurance sector is CIMPAS - Insurance Information, Mediation and Ombudsman Centre (available at www.cimpas.pt).

5.

Any recourse by Zurich Insurance plc - Sucursal em Portugal to this ERAL (Alternative Dispute Resolution Entity) will be made on a case-by-case basis depending on the matters involved in each specific dispute, and it is thus not bound to settle any dispute through arbitration or any other alternative consumer dispute mechanism under the current legal terms.

Clause 35 Venue

The competent venue for settling any disputes under this contract is that stipulated in civil law.

Clause 36 Economic and Trade Sanctions

1.

All financial transactions are subject to compliance with the laws and regulations governing economic and trade sanctions in force under Portuguese legislation.

2.

Notwithstanding the terms contained in this contract, Zurich does not provide any insurance coverage or offer any service including, but not limited to, the acceptance of insurance premiums, claims payments and/or other reimbursements or any other service or benefit to the Policyholder, the Insured or the Beneficiary where such coverage, payment, service, benefit and/or business or activity of the Policyholder, Insured or Beneficiary infringes any law or regulation governing economic and trade sanctions in force under Portuguese legislation.

3.

Zurich reserves the right to terminate this contract if it believes the Policyholder and/or Insured are sanctioned persons, or if it proves impossible to pursue its purpose remaining in compliance with the laws and regulations governing economic and trade sanctions in force under Portuguese legislation.

Clause 37 Omissions

As regards any omissions from the present contract, the applicable legislation shall apply.

Zurich Insurance plc – Sucursal em Portugal Registered: In the Commercial Register of Lisbon – **NIPC (corporate tax ID):** 980 420 636
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Company Registered in Ireland under No. 13460 **Registered Office:** Zurich House, Ballsbridge Park, Dublin 4, Ireland
Authorised Share Capital: 125,000,000.00 **Euros Fully Paid-up Share Capital:** 8.158.160,00Euros
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