

Zurich Home Insurance

General Conditions, Special Conditions and
Specific Conditions

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General Conditions

Preliminary clause

1. An insurance contract is entered into between Zurich Insurance Europe AG, Sucursal em Portugal, the Insurer, hereinafter referred to as Zurich, and the Policyholder mentioned in the Specific Conditions. This contract is governed by these General Conditions, the Specific Conditions and, if contractually agreed, by the Special Conditions.
2. The personal details of the parties to this contract are established in the Specific 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 purposes of claims, the assets insured and the premium or the formula used for its calculation as well as the form of payment thereof.
3. The contract details the type of assets insured, their location, the year, the characteristics and the state of construction, the protections and/or safety measures and any external dangers.
4. The Special Conditions provide for the specific cover schemes foreseen in these General Conditions or the cover of other risks and/or guarantees besides those provided for therein, and they must be specifically identified in the Specific Conditions.
5. This contract also includes, in addition to the conditions set out in the above paragraphs that make up the policy, the specific and objective advertising messages that may contradict Clauses of the policy, unless these clauses are more favourable to the Policyholder, the Insured or the Beneficiary.
6. 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

Contract definitions, purpose and covers

Clause 1

Definitions

The following definitions apply for the purposes of this contract:

- a) Policy**, a set of conditions identified in the previous Clause and in which the insurance contract is formalised;
- b) Insurer**, Zurich, the entity legally authorised to operate insurance for Fire and Other Damage, which signs this contract;
- 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 company that holds the insured interest;
- e) Beneficiary**, the person or entity to whom Zurich makes the payment for the purposes of coverage provided for in the contract;

f) Insured Person, the persons who make up the household, whose life, health or physical integrity is insured - only for the purposes of Personal Accident, Property Retrofitting of the property due to Accident and Home Help covers;

g) Household - The group of people made up of the Insured and those living with the Insured, with shared dwelling, living costs and expenses;

Sole Paragraph: For the purposes of Personal Accident and Property Retrofitting due to Accident covers, this definition shall only apply to persons who have the following family ties with each other: The spouse or unmarried partner with whom they have lived in a consensual union for more than two years, the children, parents, parents-in-law, stepfather, stepmother, stepchildren, son-in-law, daughter-in-law, grandparents, grandchildren, siblings, brothers-in-law, uncles, nieces, great-grandchildren and similar, in a direct and/or collateral line, up to the 2nd degree; those adopted on a restricted basis and minors entrusted administratively or judicially to any of the members of the household.

h) Fire, accidental combustion, with the propagation of flames, other than a normal source of fire, although it may originate from the latter and which may be propagated by its own means;

i) Mechanical action of lightning strike, the atmospheric discharge occurring between the cloud and the ground, consisting of one or more pulses of current that give the phenomenon a characteristic luminosity (lightning) and that causes permanent mechanical deformations in the insured goods;

j) Explosion, a sudden, violent action of gas or steam pressurisation or depressurisation;

k) Hail, precipitation of transparent or translucent ice particles of spherical or irregular shape and with a very variable diameter;

l) Breaking and entering, the breaking, breakage or destruction in whole or in part of any item or mechanism which serves to close or prevent entry, externally or internally, into the insured dwelling or enclosed place dependent on it, or of property intended for the storage of any objects;

m) Unlawful entry, entering the insured dwelling or into a closed place accessory thereunto via roofs, doors, windows, walls or any construction which serves to close or prevent entry or passage, and also via any underground opening not intended for entry;

n) Fake keys are imitation, counterfeit or altered keys, as well as any genuine ones when, by chance or surreptitiously, they are not in the possession of the person who has the right to use them, lockpicks or any instruments that may serve to open locks or other security devices;

o) Loss, the total or partial occurrence of the event triggering a claim of the risk coverage provided for in the contract;

p) Sum insured for primary risk, the guarantee of a certain sum insured, up to which the respective compensation is limited, with the proportional rule not being applicable;

q) 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;

r) Deductible, the amount of the settlement of the claim to be paid by the Insured, pursuant to the insurance contract, and the amount or form of calculation of which has been stipulated in the Specific Conditions;

s) Fraud, a collection of unlawful acts or facts, committed intentionally, with the purpose of obtaining an illegitimate benefit for the perpetrator or for others;

t) Personal accident, an event of a sudden nature, external and unforeseeable for the Insured Person, which causes bodily harm, permanent disability or death, which can be medically and objectively established;

u) Dangerous animal means any animal which is in one of the following conditions:

(i) Has bitten, attacked or injured the body or health of a person;

(ii) Has seriously injured or killed another animal outside the owner's property;

(iii) Has been voluntarily declared by its owner to the parish council of their area of residence, as being aggressive in nature and behaviour;

(iv) Has been considered by the competent authority as a risk to the safety of humans or animals due to its aggressive behaviour or physiological specificity.

v) Potentially dangerous animal means any animal which, due to the characteristics of the species, aggressive behaviour, size or potency of the jaw, may cause injury or death to persons or other animals, in particular dogs belonging to breeds designated as such by law, as well as their first generation crossbreeds, the crossbreeds with each other or the crossbreeds with other breeds, thus obtaining a type similar to some of the breeds referred to therein;

w) Resistant materials, iron, steel, stone, reinforced concrete, masonry, ceramic tile, and others of equivalent resistance to fire, wind and the weight of snow and hail;

x) Non-resistant materials, those which do not fall under the definition of resistant materials, namely wood, plastic, polycarbonates, rubber, oil, vinyl or fabric;

y) Well-constructed building means a structure with outer walls and roof built from resistant materials, according to the regulations in force at the time of construction;

z) Residential property, for the purposes of this agreement, the following shall be deemed to be real estate:

- A building or unit of a building, whether established on a condominium ownership basis or not, which has its outer walls, separation between floors and roof built from the materials declared in the Specific Conditions.

Except for the value of the land, all the constituent elements or those incorporated by the owner or the holder of the insured interest must be taken into account for setting the sum insured, as well as the proportional value of the common elements in the insurance for units of a building established under the condominium ownership system.

The following are considered as integral elements of the building:

- Foundations, structures, walls, ceilings, roofs, doors, windows, shutters, roller shutters, lifts, service lifts and any other construction elements, including glass, marble or other natural or artificial stones and sanitaryware integrated into the dwelling or its annexes, such as a garage, parking space, attic, rear rooms and other similar fixed constructions;

- Walls, paths, passages, courtyards, gates and other fixed elements of gardens, provided they are declared in the Specific Conditions;

- Machines as long as they are inherent to the operation of the insured property;

- Fixed systems of services integrated in the construction: water, gas, electricity, communications, TV and radio, air-conditioning, internal communication systems, alarms and similar protection systems, sound systems with built-in loudspeakers in the building structure, home automation systems, solar energy and sanitation;

- Fixed equipment and installations, such as boilers, solar panels or photovoltaic panels, are only covered if they are expressly declared in the Specific Conditions;

- Elements incorporated in a fixed form into the property such as: painting, wallpaper, floor, carpet, wardrobes and kitchen cabinets which are built-in or fixed on the walls;

- Bathroom sanitaryware, irrespective of their manufacturing material;

- The proportional part held by the Insured in the common elements of the property, in the insurance of building units established on a condominium ownership basis;

- Any improvements made by their owner, of a permanent nature, described in the Specific Conditions;

- Swimming pools and tennis courts, provided that they are permanently integrated into the land (underground or on the surface), if described in the Specific Conditions;

- Built-in electrical appliances, only when pre-existing at the date of acquisition of the property being insured.

aa) Machinery, within the scope of Machinery Breakdown cover, means the appliances or instruments formed of moving parts and their installations inherent to the operation of the insured property, such as:

- Lifts;

- Service lifts;

- HVAC (heating, ventilation and air conditioning);

- Emergency generators;

- Pressostatic systems.

- Boilers installed in annexes to the dwelling;

- Electric gate motors.

The sum insured of these assets shall correspond to the market value of the machinery, i.e. the value as new minus depreciation due to use and condition.

Sole Paragraph: Any compensation in respect of these assets will be paid at the market value on the date of the loss.

ab) Contents, the goods belonging to the contents, defined below, provided that they are at the risk site mentioned in the Specific Conditions.

- Furnishings: Furniture and glass, marble or stone, natural or artificial, integrated therewith. This item does not include furniture fixed or embedded in the walls which are considered an integral part of the property;
- Wall mirrors or mirrors integrated into furniture;
- Movable domestic appliances and those fixed or built-in (including inbuilt) when acquired after the date of acquisition of the insured property or, in the case of lease, regardless of the date of commencement of the lease, provided that they are declared and the value set in the Specific Conditions;
- Sound and/or image equipment;
- Personal computers;
- Fixed services equipment: water, gas, electricity, communications, television and radio, air-conditioning, solar energy, sanitation, alarms. Fixed ducts included in the construction which are considered an integral part of the property are excluded;
- Fixed equipment and installations, such as boilers, solar panels or photovoltaic panels, are only covered if they are expressly declared in the Specific Conditions;
- Clothes and personal belongings;
- Household linen and articles;
- Objects of decoration and adornment;
- Tools, DIY equipment and articles, and gardening items;
- Food products;
- Personal documents;
- Unpowered bicycles, as defined in the Highway Code, with a unit value of up to EUR 750, unless a different value is indicated in the Specific Conditions;
- Powered bicycles, as defined in the Highway Code, with a unit value of up to EUR 2,000, unless a different value is indicated in the Specific Conditions;

Sole paragraph: the bicycles mentioned in the preceding paragraphs are only covered when kept in the place of risk and in the interior of the dwelling in garages or closed storage areas for the private and exclusive use of the insured and duly closed. The policy does not cover goods that are in common use areas or in “public” locations.

- Any “personal property of domestic employees” living with the Insured in shared housekeeping costs and expenses at the time of the loss, provided that they are included in any of the items referred to in the preceding points;
- Any “professional contents”, if detailed in the Specific Conditions, whereby the following goods are considered as such: equipment, tools, documents and furniture used in the exercise of a freelance

profession, when a professional activity is carried out in the insured dwelling provided that it does not exceed the main function of the dwelling;

- Any improvements made by the Policyholder which are permanent in nature, provided that they have a specified value indicated in the Specific Conditions;

ac) Valuables, objects made of gold, silver, jewels, precious stones, pictures, antiques, works of art, ivory objects, coin collections, medals, stamps, clocks (except for smartwatches), collector's pens and leather goods.

- When their existence is not declared under the Specific Conditions, Valuables are covered up to a limit of 20% of the total value of the insured content, a maximum of EUR 50,000; and limited to a unit value of EUR 2,000 per object.

In addition to individual objects, a unit value is deemed to include those which constitute a collection or set, such as collections of coins, gold bars, stamps, cutlery or others which by their composition are of a similar nature.

- When the value of the Valuables exceeds 20% of the total value of the insured content, they shall only be covered if declared and then accepted by Zurich, with the provision of a itemised list and individual valuation attached to the insurance proposal.

- Valuables with a unit value greater than EUR 2,000 are only covered if listed and valued individually.

Sole Paragraph: The sum insured shall correspond to the purchase cost of the same or similar goods (market value), without taking into account any actual or estimated value.

For compensation to be payable, proof of existence, possession, value and/or authenticity is required.

ad) Uninhabited, when the property is not occupied by the Insured or by a tenant of the Insured, not living, staying the night, nor having set up and organised their housekeeping costs and expenses there, **for more than 60 consecutive days**.

ae) Slip - Gravity displacement of a land mass along a sloping surface which may be circular or planar or a combination of both. The movement may be fast or slow depending on the geological nature of the terrain. The land mass may be rocky, earthy or a mixture of both;

af) Landslide - rapid movement of rock blocks or rock masses, sometimes of considerable size. The falls of blocks are caused by planar ruptures, in wedges or by tipping from cliffs, cliff slopes and rocky slopes;

ag) Sinking - rapid gravitational collapse of a site essentially by vertical movement, due to the existence of underground cavities, exclusively of natural origin.

Clause 2

Contract purpose and covers

1. This contract ensures the obligation to insure the buildings established on a condominium ownership basis, both in terms of autonomous units and in relation to the common elements, which are identified in the policy, against the risk of fire, even if there has been negligence by the insured or by a person for whom they are responsible.

2. The purpose of this agreement is also to cover the following risks related to damage caused to the assets identified in the Specific Conditions:

- a) Real estate - A building or unit of a building established on a condominium ownership basis, or not, relating to the autonomous units or the common elements;
- b) Movable property - contents;
- c) Non-contractual civil liability;
- d) Personal accidents.

Chapter II

Territorial Scope and Duration, Risks Covered and Definition of Covers

Clause 3

Territorial scope and duration

This contract takes effect in relation to losses occurring in Portugal at the risk site identified in the Specific Conditions and during the term of the policy, unless the scope of a specific coverage has a different meaning.

Clause 4

Risks Covered and Definition of Covers

1. This contract covers the risks identified in this Clause, which may be contracted with deductibles in accordance with that stated in the Specific Conditions:

- 1. Fire, lightning and explosion**
- 2. Storms**
- 3. Flooding**
- 4. Subsidence**
- 5. Water damage**
- 6. Investigation of failure or breakdown**
- 7. Aesthetic damage**
- 8. Damage to underground pipes**
- 9. Electrical risks - sum insured for primary risk**
- 10. Refrigerated goods**
- 11. Theft or robbery**
- 12. Theft-related damage to the property**
- 13. Theft of money**
- 14. Robbery against insured persons**
- 15. Breakage of mirrors, glass and sanitaryware**
- 16. Accidental falling of fixed furniture**
- 17. Civil liability of the Insured and members of the household**
- 18. Extracontractual third party liability - damage caused by the insured goods**
- 19. Demolition and removal of debris**
- 20. Removal of mud**
- 21. Breakage or falling of aerials**
- 22. Breakage or falling of solar and/or photovoltaic panels**
- 23. Reconstruction of walls, gates and fences**
- 24. Restoration of gardens**
- 25. Collision of land vehicles and animals**
- 26. Collision by solid objects**

27. Temporary loss of use of rented or occupied premises
28. Temporary move
29. Loss of rent
30. Expenses on the insured dwelling
31. Damage to landlord's property
32. Damage to employees' property
33. Aircraft crash
34. Strikes, riots and public unrest
35. Acts of vandalism, malicious acts or sabotage
36. Smoke
37. Heat damage
38. Leakage from heating and air-conditioning systems
39. Acts of authorities, public and emergency services
40. Document-related expenses
41. Replacement of documents
42. Technicians' fees
43. Breakdown of home automation systems
44. Personal accidents
45. Adaptation of property due to accident of the Insured
46. Home help

2. Without prejudice to the general exclusions provided for in [Clause 6](#) of Chapter III and the exclusions specific to each cover, Zurich guarantees to pay the Insured under this policy and up to the limit of the sum insured for each of the risks covered, compensation or the reparation of losses and damage caused to the insured goods, as a consequence of:

2.1 Fire, lightning and explosion

Covering, up to the limit established in the Specific Conditions, damage caused to the insured goods as a result of:

- a) Fire, even if there has been negligence on the part of the Insured or of a person for whom they are responsible;
- b) In addition to the coverage provided for in the previous subparagraph, damage caused to the insured goods as a result of the means employed to combat the fire, as well as damage caused by heat, smoke, steam or explosion as a result of the fire, shall also be covered, as well as any removals or destruction carried out by order of the competent authority or practiced for the purposes of salvage, if due to the fire or any of the events previously foreseen;
- c) Unless otherwise agreed, damage caused by mechanical action of lightning strikes, explosion or other similar accidents, even if not accompanied by fire, are included.

2.2 Storms

Covering, up to the limit established in the Specific Conditions, damage caused to the insured goods as a result of:

- a) Typhoons, cyclones, tornados and any direct action of strong winds and the impact of objects thrown or projected by them (whenever their violence destroys or damages several well-constructed buildings, objects or trees within a radius of 5 kilometres around the insured goods);

If there is doubt the Insured may prove, by way of a document issued by the nearest meteorological station, that at the time of the loss the winds reached an exceptional speed (a speed of over 100 km/hour);

b) Hail, provided that this atmospheric phenomenon causes damage to real estate within a radius of 5 km surrounding the insured goods, and the Insured may, in case of doubt, provide proof in the form of a document issued by the nearest meteorological station;

c) Flooding owing to rain, snow or hail, provided that these atmospheric agents enter the insured building as a result of damage caused by the risks mentioned in a), on condition that said damage occurs within 48 hours of the partial destruction of the insured building.

Damage occurring within the 48 hours following the time when the insured goods suffer the first damage is considered to comprise the same, single loss;

d) Snowfall, where this occurs abnormally and the corresponding atmospheric disturbance cannot be considered, either owing to the time when the phenomenon occurs or owing to its intensity, as being characteristic of a given time of year or of geographic locations which foster their occurrence.

The abnormal nature of this atmospheric phenomenon will be verified through damage occurring as a result of the same cause in buildings located within a radius of 5 km surrounding the insured goods and, in case of doubt, the Insured can provide proof by way of a document issued by the nearest meteorological station.

2.2.1 Storms - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

a) By the action of the sea and other natural or artificial surfaces of water, of whatever nature, even if these events are caused by a storm;

b) In buildings or constructions made of non-resistant materials and in any objects that are inside them, and also, when the buildings are in a state of recognised degradation at the time of the occurrence;

c) In buildings whose structure is not designed to withstand the normal effects of snowfall;

d) In goods and/or other movable assets in the open air;

e) Seepage through walls, ceilings, doors, windows, skylights, terraces or closed balconies, as well as dripping, dampness, condensation and/or oxidation, except when directly resulting from the risks provided in subparagraph a) of the covers of this coverage;

f) By water, snow, hail, sand or dust, which penetrates through doors, windows or other openings of the property that have been left open or with defective insulation and/or closing mechanism;

g) By temperature variations, even if they are due to the falling of snow or hail;

h) On solar and photovoltaic panels and their structures and mooring cables unless "Solar Panels" or "Photovoltaic Panels" coverage has been contracted.

i) In protective devices such as exterior blinds, shutters and closed balconies, illuminated advertisements, external image and/or sound receiving and/or transmitting aerials, as well as to the respective masts and mooring cables, which are, however, covered if accompanied by the total or partial destruction of the insured building.

Sole Paragraph: The exclusion provided for in the previous paragraph does not apply to blinds, external blinds and closed balconies when the damage results from hail as provided in subparagraph b), paragraph 2.2. of [Clause 4](#)

2.2.2 Storms - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.3 Flooding

Covering, up to the limit established in the Specific Conditions, damage caused to the insured goods as a result of:

- a)** Violent downpour or torrential rain, atmospheric precipitation whose intensity is greater than 10 millimetres in 10 minutes, measured by the pluviometry. In case of doubt, the Insured may prove, by way of a document issued by the Institute of Meteorology, that the precipitation which occurred equalled or exceeded the values mentioned above;
- b)** Bursting of mains pipes, collectors, drains, dykes and dams;
- c)** Mudslides or overflowing from the bed of natural or artificial watercourses.

Damage occurring within the 48 hours following the time when the insured goods suffer the first damage is considered to comprise the same, single loss;

2.3.1 Flooding - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a)** Rising tides and storm tides, as well as the continued action of the sea or other maritime surfaces, whether natural or man-made;
- b)** In buildings or constructions made of non-resistant materials and in any objects that are inside them, and also, when the buildings are in a state of recognised degradation at the time of the occurrence;
- c)** Seepage through walls, ceilings, doors, windows, skylights, terraces or closed balconies, as well as dripping, dampness, condensation and/or oxidation, except when directly resulting from the risks provided in subparagraph a) of the covers of this coverage;
- d)** In goods and/or other movable property existing in the open air.

2.3.2 Flooding - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.4 Subsidence

Covering, up to the limit established in the Specific Conditions, any damage caused to the insured goods as a result of the following geological accidents: landslides, slides and subsidence.

2.4.1 Subsidence - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a)** Resulting from the total or partial collapse of the structures insured, unrelated to the geological risks covered caused directly or indirectly by vibrations, groundwater depletion, earth removal works or works that weaken structural supports, excavations, foundations, pile-driving and similar;
- b)** Occurring to buildings or other insured goods, which are based on foundations that contravene the technical standards or good engineering practices governing their implementation, in line with the characteristics of the land and the type of construction or property involved in this cover;
- c)** Resulting from failings in the construction, design, land quality or other characteristics of the risk that were or should have been previously known to the Insured, as well as any damage to the insured goods which is subject to continuous erosion action and water action, unless the Insured proves that the damage is unrelated to these phenomena;
- d)** Arising from any of the above risks, provided that they occur during seismic events or within 72 hours of the last occurrence of the seismic phenomenon;
- e)** Caused to the insured goods if, at the time of the event, the building was already damaged, collapsed or had moved from its foundations, walls, ceilings, gutters or roofs;
- f)** On solar and photovoltaic panels and their structures and mooring cables unless "Solar Panel" or "Photovoltaic Panel" cover has been contracted.

2.4.2 Subsidence - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.5 Water damage

Covering, up to the limit established in the Specific Conditions, sudden and unexpected damage caused to the insured goods as a result of breakage, defect, clogging or overflowing of the internal water distribution and sewage system of the building (including storm drainage systems), as well as appliances or utensils connected to the water and sewage system of said building and the respective connections.

2.5.1 Water damage - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Taps which have been left on, unless there has been an outage in the water supply;
- b) Inflow of rainwater through roofs, doors, windows, skylights, terraces and closed balconies, and also the reflux of water from pipes or sewers not belonging to the building;
- c) Seepage through walls and/or ceilings, dampness and/or condensation, except in the case of damage resulting from the coverage considered in this Clause;

2.5.2 Water damage - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.6 Investigation of failure or breakdown

Covering, up to the limit established in the Specific Conditions, the expenses incurred by the Insured in the investigation of breakdowns, and the respective repair and replacement of ducts, pipes and appliances or utensils connected to the internal water distribution network, which have given rise to a loss, even if this cannot be compensated under the Water Damage cover.

2.6.1 Investigation of failure or breakdown - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Those that derive from a lack of maintenance or upkeep of the water and sewage systems of the building and there are clear and unmistakable signs that they are deteriorated or damaged, as proven by oxidation, leakage;
- b) Those which involve the repair or replacement of sanitary appliances, boilers, accumulators, water heaters, radiators, air-conditioning and, in general, any connected apparatus, including household appliances, to fixed installations;
- c) Those related to the increase in the consumption of water lost as a result of a loss.

2.6.2 Investigation of failure or breakdown - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.7 Aesthetic damage

Covering, up to the limit established in the Specific Conditions, any additional expenses that the Insured must incur, as a consequence of any loss covered by the policy, to safeguard the continuity and aesthetic harmony of the property or unit insured, and which exacerbate the costs of repairing the damage suffered.

Also covers payment of any expenses necessary to replace property or part thereof, not directly affected by the loss, in order to standardise the visual appearance, texture, colour, format or size of the latter in relation to the property repaired or replaced.

This cover only pertains to the repair or replacement, for aesthetic reasons, of the property not affected by the loss which are located in the room of the insured unit where the damage covered by the contract occurred or, when the whole real estate unit is insured, in the part of the latter that has been affected.

Compensation shall be calculated on the basis of the application of materials endowed with the same characteristics as those used as at the date of the loss.

Sole Paragraph: This coverage automatically applies if the damage suffered by the insured goods is caused as a result of the fire and is an integral part of the mandatory fire cover.

2.7.1 Aesthetic damage - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

Replacement of any parts corresponding to collections or sets of objects that are missing to complete the unit, namely volumes of a literary or musical work, cutlery, tableware or crockery, elements of a series of paintings or artistic figures.

2.7.2 Aesthetic damage - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.8 Damage to underground pipes

Covering, up to the limit established in the Specific Conditions, any unforeseen and accidental damage caused to underground water or gas pipes, sewers or electric cables, to the branch lines that stretch from the respective general public supply network to the entrance of the insured building, as a direct consequence of any loss covered by this policy.

Sole Paragraph: This coverage automatically applies if the damage suffered by the insured goods is caused as a result of the fire and is an integral part of the mandatory fire cover.

2.8.1 Damage to underground pipes - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Lack of maintenance or upkeep of underground pipelines;
- b) Deterioration or normal wear and tear due to continued use, provided there is evidence that the pipes or installations were already deteriorated prior to the occurrence of the loss, in particular the existence of previous damage without it having been completely repaired or replaced.

Unless otherwise agreed, damage caused during earthquakes or within 72 hours of the occurrence of the phenomenon is also considered to be excluded.

2.8.2 Damage to underground pipes - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.9 Electrical risks - sum insured for primary risk

Covering, up to the limit established in the Specific Conditions, losses or damage caused to any electrical machines, transformers, electrical apparatus and installations and their accessories, computer equipment and electronic equipment and home automation systems owing to the direct effects of electric current, namely overvoltage and overcurrent, including those produced by atmospheric electricity and short-circuits, even when it does not result in a fire.

Settlement of damage and compensation limits:

- a) In the case of total destruction of the insured machinery or equipment, the compensation shall correspond to the replacement value of the asset, on the date of the loss, for new equipment with characteristics and performance identical to the destroyed asset;
- b) If the machinery or equipment is repairable, compensation shall be payable in respect of costs incurred in bringing the goods back to the same condition as they were before the loss, including, where applicable, the costs of assembly, dismantling and freight;
- c) If the repair costs exceed the replacement value of the asset, the provisions of subparagraph a) shall apply;
- d) If an option with higher deductibles is contracted, it derogates the minimum limit applied to the compensable damage, and the loss shall be settled in accordance with the contracted deductible.

2.9.1 Electrical risks - sum insured for primary risk - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Caused to fuses, heating resistors, bulbs of any nature, cathode-ray tubes of electronic components, if not caused by fire or by the explosion of a neighbouring object;
- b) Owing to wear and tear from usage or any deficiency in mechanical operation, as well as due to faults or defects existing at the electrical installation or in the equipment insured;
- c) Damage for which the manufacturers, suppliers, sellers or firms responsible for any repair of the insured goods are contractually or legally liable;
- d) Caused to panels and transformers of more than 500 KW and to engines with more than 10 H.P.;
- e) Caused to equipment whose existence is not proven through the proof of the existence thereof;
- f) On solar and photovoltaic panels and their structures and mooring cables unless "Solar Panel" or "Photovoltaic Panel" cover has been contracted;
- g) Damage due to intentional overloads, tests or experiments that involve abnormal electric current conditions;

h) Damage resulting from the use of insured computer equipment after it has suffered damage which could be compensated under this coverage, without its definitive repair having been carried out and covering its normal functioning;

i) In external memories or external drives and the information contained therein, as well as the recovery of lost or damaged documents and computer files;

Unless otherwise agreed in the Specific Conditions, this coverage also does not cover damage occurring or caused during the occurrence of earthquakes or during the 72 hours following their last registered event.

2.9.2 Electrical risks - sum insured for primary risk - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions shall be deducted from the compensation payable by Zurich.

2.10 Refrigerated goods

Covering, up to the limit established in the Specific Conditions, damage caused to foodstuffs kept in the Insured's refrigerators and/or refrigeration units, resulting solely and exclusively from:

a) Failure of refrigerating appliances;

b) Accidental loss of coolant;

c) Duly substantiated unannounced disruption of the public power supply for a period of at least 6 (six) hours;

d) Disruption of electrical energy by the apparatus which contains the property, owing to a loss covered by the policy.

2.10.1 Refrigerated goods - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

a) Refrigerator handling error;

b) Insufficient performance of the refrigerator;

c) Refrigerator construction or installation error;

d) Power cut caused by a fact imputable to the Insured;

e) Any cause other than those covered by the coverage;

f) Damage caused to appliances owing to the deterioration of food.

2.10.2 Refrigerated goods - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.11 Theft or robbery

Covering, up to the limit established in the Specific Conditions, compensation for losses resulting from the disappearance, destruction or deterioration of the objects identified in the policy, due to a robbery or theft (attempted, failed or successful) committed inside the premises described and in one of the following circumstances:

- a) Committed with breaking and entering, climbing or using false keys, provided that the use of any of these means has left unequivocal material traces, or has been directly confirmed by a police authority;**
- b) Committed without the above constraints, when the perpetrator or perpetrators enter the location or hide there with the intention of stealing, provided that the use of any of these means has left unequivocal material traces, or has been directly verified by a police authority;**
- c) Committed with violence against the people who work or are located at the risk site or by threatening them with imminent danger to their physical well-being or life or by rendering them unable to resist in any way, which can be proved by means other than that reported by the victim;**
- d) Unless expressly agreed in the Specific Conditions, goods in the open air or on unenclosed balconies, terraces, porches and hallways, or in buildings or units which cannot be closed or whose accesses cannot be locked or secured, are not covered by this cover.**

2.11.1 Theft or robbery - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Disappearance that cannot be clarified and as such may include theft or robbery, loss or misappropriation or faults or shortages detected during an inventory or stock check;**
- b) Theft or robbery in which the Policyholder, the Insured and/or the insured persons, as well as their relatives or similar in a direct line up to the 2nd degree of the collateral line, adoptees or those under guardianship and custody, even if they do not live with the Insured, are perpetrators or accomplices;**
- c) Theft or robbery of which employees of the Policyholder or the Insured, as well as any people entrusted with the keys of the building or unit, are perpetrators or accomplices;**
- d) Any theft subsequent to a failure to replace the locks or their mechanisms in the event of the theft, robbery or loss of the keys to the building or unit and subsequent to the abandonment, even if temporary, of the keys at the doors or in some other place accessible to anyone;**
- e) Theft or robbery during the course of works at the risk site, as well as in the event of climbing scaffolding in neighbouring buildings, as long as there is no breaking and entering of the building or unit where the insured property is located;**
- f) Theft or robbery or loss committed during or following any other loss covered by the policy.**
- g) The objects in tents or caravans;**

h) Any goods in garages and storerooms are only covered if the premises are for the exclusive access of the Insured and have been properly closed, excluding from the cover any property located in places which are commonly used or in "open spaces", unless otherwise agreed in the Specific Conditions of the policy;

i) Theft or robbery of valuables, namely cash (national or foreign), cheques, bills of exchange, stamped securities, postal orders, shares and bonds;

j) The misappropriation, fraud or infidelity of persons working for the Insured;

2. Theft or robbery of valuables is not covered when, during the course of the insurance year, the insured dwelling has been uninhabited for a period of more than 60 (sixty) consecutive days, unless the Insured proves that they spent the night in the insured dwelling at the time of the loss.

2.11.2 Theft or robbery - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.12 Theft-related damage to the property

Covering, up to the limit established in the Specific Conditions, compensation for damage directly caused to the insured building or unit as a result of successful, attempted or failed theft or robbery carried out by the means provided for and referred to in 2.11.

2.12.1 Theft-related damage to the property - Exclusions

1. In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

a) Theft or robbery in which the Policyholder, the Insured and/or the insured persons, as well as their relatives or similar in a direct line up to the 2nd degree of the collateral line, adoptees or those under guardianship and custody, even if they do not live with the Insured, are perpetrators or accomplices;

b) Theft or robbery of which employees of the Policyholder or the Insured, as well as any people entrusted with the keys of the building or unit, are perpetrators or accomplices;

c) Theft or robbery during the course of works at the risk site, as well as in the event of climbing scaffolding in neighbouring buildings, as long as there is no breaking and entering of the building or unit where the insured goods are located;

2.12.2 Theft-related damage to the property - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.13 Theft of money

Covering, up to the limit established in the Specific Conditions, the theft of money under the terms and conditions set out and referred to in the Theft or Robbery cover.

2.13.1 Theft of money - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Disappearance that cannot be clarified and as such may include theft or robbery, loss or misappropriation or faults or shortages detected during checks;
- b) Theft or robbery in which the Policyholder, the Insured and/or the insured persons, as well as their relatives or similar in a direct line up to the 2nd degree of the collateral line, adoptees or those under guardianship and custody, even if they do not live with the Insured, are perpetrators or accomplices;
- c) Theft or robbery of which employees of the Policyholder or the Insured, as well as any people entrusted with the keys of the building or unit, are perpetrators or accomplices;
- d) Theft or robbery or loss committed during or following any other loss covered by the policy.

2.13.2 Theft of money - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.14 Robbery against insured persons

Covering, up to the limit established in the Specific Conditions, damage suffered by the insured persons in the context of their private life as a result of acts of violence or the threat of violence, duly proven by report to the competent authorities, consisting of:

- a) Theft or deterioration of clothing, watches, footwear, suitcases or personal adornments used by the insured person at the time of the loss;
- b) Theft of money;
- c) Expenses for obtaining new personal and individual documentation, such as identity card, citizen card, driving licence or passport;
- d) Expenses necessary to treat injuries suffered as a result of medical, medication, hospital and nursing care, as well as the transport costs necessary to receive assistance.

For the purposes of this cover, the Insured and their spouse (or unmarried partner of the Insured) and descendants (including adoptees and those under guardianship and custody) minors who live with the Insured with shared dwelling, living costs and expenses, are considered insured persons.

Unless otherwise agreed, the covers provided by this coverage are applicable in Portugal and when the loss occurs outside the insured dwelling

Compensation shall be paid on presentation of proof of the costs incurred.

2.14.1 Robbery against insured persons - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Due to the negligence or serious misconduct of the insured persons, or persons who live with them or for whom they are responsible;
- b) Which are not reported to the competent authorities;
- c) Due to the insured persons taking part in discussions, brawls or bets;
- d) Arising from misuse or fraudulent use by third parties of bank or similar cards or credit cards, in particular by automatic cash withdrawal.

2.14.2 Robbery against insured persons - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.15 Breakage of mirrors, glass and sanitaryware

Covering, whether the property and/or contents are covered, up to the limit established in the Specific Conditions, damage caused to the property as a result of accidental breakage, as identified below:

- a) Fixed mirrors and glazing on windows, doors, flags, skylights, greenhouses, winter gardens and closed balconies;
- b) Sanitaryware, regardless of its manufacturing material;
- c) Glass ceramics, provided that they are integrated into the property or into goods of a permanently fixed nature.

2.15.1 Breakage of mirrors, glass and sanitaryware - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Breakage due to defect in the installation or placement or any other work carried out on them;
- b) Assembly, dismantling and removal operations;

2. Unless specifically stated otherwise in the Specific Conditions, the following are excluded from this coverage:

- a) TV and telephone screens;
- b) Glass or mirrors of artistic value, decorated or with inscriptions, stained glass and glass or mirrors which are suspended;
- c) Glass or mirrors of engravings or paintings;

d) Glass sheets and marble stones applied to furniture.

The damage to be compensated by this cover does not accrue with the compensation paid under cover 2.31 Damage to landlord's property.

2.15.2 Breakage of mirrors, glass and sanitaryware - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.16 Accidental falling of fixed furniture

Covering, up to the limit established in the Specific Conditions, compensation for damage caused as a result of the unforeseeable and accidental detachment of fixed furniture (screwed or recessed) from the walls of the insured residence or of ceiling or wall lamps, to the following property:

- a) The detached furniture itself, the objects contained therein and any other goods in the immediate vicinity, provided that they are insured under this contract;**
- b) On walls and floors directly affected by the fall of the goods referred to in the preceding subparagraph, provided that they are insured under this contract.**

2.16.1 Accidental falling of fixed furniture - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Detachment due to fragility of the walls;**
- b) Damage resulting from detachment due to the installation of objects on inadequate supports;**
- c) Damage occurring during the occurrence of earthquakes or during the 48 hours following their last registered event.**

2.16.2 Accidental falling of fixed furniture - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.17 Civil liability of the Insured and members of the household

Covering, up to the limit established in the Specific Conditions, any indemnities legally payable to the Insured for any acts or omissions, including the riding of bicycles, occurring or performed in the context of their private life, based on non-contractual civil liability and resulting from personal injury and/or material damage caused to third parties.

The cover granted to the Insured extends to all facts, acts or omissions, including the riding of bicycles, occurring or performed in the context of their private life, in Portugal, in the other countries of the European Union and in Switzerland.

The following people shall also be covered by this cover, provided that they live with the Insured in terms of shared housekeeping costs and expenses:

- a) Spouse or equivalent person, ascendants, descendants and siblings;
- b) Adoptees and relatives in a direct line up to the 2nd degree of the collateral line;
- c) Those under guardianship and custody;
- d) Employees when in domestic service;
- e) Damage caused by domestic animals belonging to and living with the Insured, with the exception of "dangerous or potentially dangerous" animals, in accordance with the legislation in force, as well as those used for profit.

Zurich's liability under this cover for a claim or set of claims occurring during the course of each annual or term period, if for a period of less than one year, shall not exceed the maximum amount stipulated in the Specific Conditions.

2.17.1 Civil liability of the Insured and household - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Professional civil liability.

For the purposes of this policy, professional civil liability means the obligation to repair damage caused or suffered by the good or thing which is the object of the defective exercise of the profession;

- b) Criminal, administrative or disciplinary liability;
- c) Civil liability arising from the ownership of property as well as works not insured by the policy;
- d) The playing of sports or recreational activities with the use of any weapons and practiced in conditions that contravene current legal provisions;
- e) Any losses or damage due to non-compliance with the safety conditions imposed by the legislation in force regarding transit on the public highway of the animals provided for in the coverage;
- f) Any losses or damage due to intentional acts or omissions of the Insured Persons (unless they are not fully capable of exercising rights) as well as those committed in a state of voluntarily acquired carelessness;
- g) Any losses or damage caused to objects or animals entrusted to the custody of the Insured or rented by them, as well as those that have been delivered to them for transport, handling or use;
- h) Any losses or damage suffered by the Insured Persons, particularly the spouse (or legally equivalent person), ascendants and descendants or people that they cohabit with or who are dependent on them, or people who have social or working relations with the Insured or for whom the latter is civilly liable;

- i) Fines and sureties of any nature and the pecuniary consequences of criminal proceedings or litigation in bad faith;**
- j) Expenses of the Insured on appeals to Higher Courts, unless Zurich deems this necessary;**
- k) Any liabilities that must be covered by a compulsory civil liability insurance policy, regardless of whether it has been contracted or not;**
- l) Any losses or damage caused by other land, air or water motor vehicles. This exclusion does not apply to motorised models with remote control, but damage or losses caused by unmanned civil aircraft (drones).**
- m) Compensation due under the legislation for accidents at work as well as occupational diseases of any nature;**
- n) The contractual liabilities of the Insured, provided that they exceed its non-contractual liability;**
- o) Any losses or damage caused to the respective proportionate share of the common elements pertaining to the insured property;**
- p) Supplementary compensation to which the Insured is sentenced by court decision, on a punitive or exemplary basis;**
- q) Any losses or damage resulting from a breach by the Insured of laws, regulations or technical or safety fines in force, applicable to its activity or to the goods or equipment used;**
- r) Any losses or damage arising directly or indirectly from asbestos or any derivative thereof;**
- s) The civil liability arising from the possession of "dangerous or considered dangerous animals" in accordance with the legislation in force.**

2.17.2 Civil liability of the Insured and household - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.18 Non-contractual civil liability - damage caused by the insured goods

Covering, up to the limit established in the Specific Conditions, compensation legally payable to the Insured, as owner of the insured property, as well as the tenant or occupant of the risk site mentioned in the Specific Conditions, for personal injury and/or material damage caused to third parties by the insured goods located at the same risk site.

Since the object of the insurance is an autonomous unit in a building established on a condominium ownership basis, this coverage also covers the civil liability of the Insured arising from damage caused by the common elements of the building in which the insured unit is located, in proportion to the respective permillage of the unit.

2.18.1 Non-contractual civil liability - damage caused by the insured goods - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following are also excluded:

- a) Any losses or damage caused by installations which are precarious or which do not comply with the legal or regulatory requirements of assembly, installation and safety;**
- b) Any losses or damage caused when the insured building, or the building where the insured unit is located, is, at the time immediately prior to the loss, collapsing, displaced from its foundations, damaged or defective, in such a way that its stability and overall safety is affected;**
- c) Any losses or damage due to the lack of maintenance or upkeep of the water and sewage networks of the insured building or the building where the insured unit is located, and there are clear, unmistakable signs of deterioration or damage, proven by oxidation, leaks or stains;**
- d) Any losses or damage resulting from non-compliance with legal or regulatory provisions related with the upkeep of buildings and/or their installations;**
- e) Any losses or damage caused by lifts and service lifts due to overloading, as well as when there is no contract established with an entity specialised in its inspection, maintenance and technical assistance;**
- f) Any losses or damage arising from any economic, commercial or industrial activity at the risk site, except for long-term residential lease.**
- g) Any losses or damage suffered by the Insured Persons, particularly the spouse (or legally equivalent person), ascendants and descendants or people that they cohabit with or who are dependent on them, or people who have social or working relations with the Insured or for whom the latter is civilly liable;**
- h) Any losses or damage caused to real estate or movable property, rented, leased or held in any way by the Insured Persons;**
- i) Any losses or damage caused to objects or animals entrusted to or in the custody of the Insured Persons;**
- j) Any liabilities that must be covered by a compulsory civil liability insurance policy, regardless of whether it has been contracted or not;**
- k) Any losses or damage caused by any land, air or water vehicles, with or without a motor;**
- l) Compensation due under the legislation on Occupational Accidents and occupational diseases, as well as all risks for which, according to the law, insurance is compulsory;**
- m) Any losses or damage arising from employer's civil liability;**
- n) Damage caused by non-accidental pollution;**
- o) Any losses or damage arising from an agreement or contract, insofar as the resulting liability exceeds that to which the Insured would be obliged in the absence of any such agreement or contract.**
- p) Any losses or damage resulting from maintenance work, modification or repair of the insured property;**

p) Any losses or damage resulting from criminal liability.

2.18.2 Non-contractual civil liability - damage caused by the insured goods - Deductible

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.19 Demolition and removal of debris

Covering the Insured, up to the limit established in the Specific Conditions, for the payment of expenses reasonably incurred with the demolition and removal of debris caused by the occurrence of any loss covered by this policy.

Sole Paragraph: This coverage automatically applies if the damage suffered by the insured assets is caused as a result of the fire and is an integral part of the mandatory fire cover.

2.19.1 Demolition and removal of debris - Exclusions

Unless otherwise agreed in the Specific Conditions, in addition to the general exclusions provided for in [Clause 6](#) of Chapter III, any losses or damage due to the costs of demolition of any part of the insured building or unit that is not damaged are also excluded, even if such demolition results from a legal or regulatory obligation.

2.19.2 Demolition and removal of debris - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.20 Removal of mud

Covering, up to the limit established in the Specific Conditions, the expenses that the Insured must pay for the removal or extraction of mud, as a consequence of a flood covered by the policy as established in the flooding coverage.

2.20.1 Removal of mud – Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.20.2 Removal of mud – Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.21 Breakage or falling of aerials

Covering, up to the limit set in the Specific Conditions, damage caused by external TV or radio-wave aerials, as well as to their masts and mooring cables, as a result of accidental breakage or falling, for reasons not covered nor likely to be covered by the other coverages of this contract.

2.21.1 Breakage or falling of aerials - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, any losses or damage occurring during assembly, dismantling or maintenance operations are also excluded.

2.21.2 Breaking or falling of aerials - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.22 Breakage or falling of solar and/or photovoltaic panels

Covering, up to the limit set in the Specific Conditions, any damage caused to solar and/or photovoltaic panels for energy capture installed for use by the Insured, as a result of accidental breakage or falling, for reasons not covered or likely to be covered by the other coverages of this contract.

Damage incurred to the systems themselves shall also be covered.

2.22.1 Breakage or falling of solar and/or photovoltaic panels - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, any losses or damage are also excluded when arising from:

- a) “Storms”, “Submission of Lands”, “Acts of Vandalism”, “Strikes, Riots and Changes to Public Order”, “Theft or Robbery”; and “Electrical Risks”, which may be subscribed by taking out the Special Condition Solar and/or Photovoltaic Panels”
- b) For the assembly, repair or maintenance of the respective solar panels, structures and mooring cables;
- c) Construction, repair, cleaning or conversion work of the building;
- d) Damage to the tubes or pipes of the installation due to wear and tear from usage or any malfunction;
- e) Damage within the scope of any other cover provided for in the general and special conditions, whether or not it has been contracted.

2.22.2 Breakage or falling of solar and/or photovoltaic panels - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.23 Reconstruction of walls, gates and fences

Covering, up to the limit established in the Specific Conditions, as a direct consequence of the risks covered for the insured property, the payment of compensation for any damage caused to the following goods:

- a) Any fences and walls surrounding the insured property and/or the site on which the boundaries are located, as well as the respective gates;

b) Property separation and/or demarcation walls and their respective gates, which do not form an integral part of the insured building;

c) Lamps, poles and other similar fixtures.

Sole Paragraph: The specific exclusions for 2.2 Storms and 2.3 Flooding are waived for this type of property, in other words, even if they are not accompanied by total or partial destruction of the building where these items are located.

When determining the compensation amount, only the cost actually incurred and proven by the Insured as having been spent on the reconstruction or recovery of the damaged property, respecting its previous characteristics, shall be taken into account, provided that it is effected within a period of 6 months as from the date of the loss.

This cover only operates for the covers mentioned in the sole paragraph. Damage to walls, gates and fences as a result of Fire is covered by the 2.1 “Fire, lightning and explosion” cover, both in respect of buildings established on a condominium ownership basis and in respect of properties not covered by compulsory insurance.

2.23.1 Reconstruction of walls, gates and fences - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) Chapter III and the specific exclusions, when the cover for “Subsidence” and/or “Earthquakes” is contracted, the following are also excluded:

a) Retaining walls and/or slopes on the property where the insured building is located;

b) Damage due to lack of maintenance or upkeep, as well as that due to normal deterioration or wear and tear from continued use;

c) Damage caused by or to the insured goods which are based on foundations which contravene the technical standards or good engineering rules for their implementation, depending on the characteristics of the land and the type of construction or assets involved;

d) Damage caused by rising tides and storm tides, as well as the continued action of the sea or other water surfaces, whether natural or man-made;

e) Damage caused by land vehicles and animals when the party liable for compensation is the Policyholder, a person of their household or other people for whom they are civilly liable;

f) Theft and robbery;

2.23.2 Reconstruction of walls, gates and fences - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.24 Restoration of gardens

Covering, up to the limit established in the Specific Conditions, any damage directly caused as a direct consequence of the risks covered for the insured property, to the surrounding gardens of the insured building, including trees, flowers, grass and irrigation system.

When determining the amount of compensation, only the cost actually incurred and proven by the Insured to repair or rebuild lawns, replace flowers, shrubs and trees for others of the same or similar species, but young ones, shall be taken into account, provided this is done within 6 months from the date of the loss.

Sole Paragraph: This coverage automatically applies if the damage suffered by the insured goods is caused as a result of the fire and is an integral part of the mandatory fire cover.

2.24.1 Restoration of gardens - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, any losses or damage are also excluded when arising from:

- a) Bursting and/or malfunctioning of the irrigation system, its accessories and control elements;
- b) Lack of maintenance or upkeep, as well as damage resulting from normal deterioration or wear and tear from continued use;
- c) Restoration, planting or regeneration of perishable plants for reasons other than a covered loss;

2.24.2 Restoration of gardens - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.25 Collision of land vehicles and animals

Covering, up to the limit established in the Specific Conditions, damage caused to the insured goods as a result of a collision by land vehicles or animals, provided that they are not being driven by the Insured or by any party for whom it is civilly liable and provided that the damage is not caused to vehicles.

2.25.1 Collision of land vehicles and animals - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Caused by land vehicles and animals when the party liable for compensation is the Policyholder, a Person of their household or other people for whom they are civilly liable;
- b) Suffered by the vehicles themselves.

2.25.2 Collision of land vehicles and animals - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.26 Collision by solid objects

Covering, up to the limit established in the Specific Conditions, damage caused to the insured goods as a result of collision by solid objects coming from the exterior.

2.26.1 Collision by solid objects - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, losses or damage are also excluded when caused to awnings, canopies or other property situated outside buildings;

2.26.2 Collision by solid objects - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.27 Temporary loss of use of rented or occupied premises

1. Covering the Insured, in the event of a loss covered by this policy, that causes temporary deprivation of the use of the rented or occupied premises, for the payment of expenses reasonably incurred in transporting the non-destroyed insured items and storing them and, also, the living costs incurred by the Insured and those who live with the same and share housekeeping costs and expenses, in any other accommodation, up to the limit established in the Specific Conditions of the policy.

2. This cover is valid for the period required for the resettlement of the Insured at the place where the loss occurred, which may not exceed 6 (six) months.

3. Compensation will be paid on presentation of documentary evidence of the expenses incurred, after deducting any charges to which the Insured would be subject if the loss had not occurred and which, in the meantime, they have ceased to bear. The amount of the compensation, excluding the transport of insured items, is limited to the share of the maximum sum insured corresponding to the number of days of actual loss of use of the risk site.

4. It is a prerequisite for the operation of this cover with regard to subsistence that the Insured, at the time of the loss, inhabits the risk site and that this is their regular and permanent residence.

5. Insured goods which have been transferred to another risk site under this cover and provided that this is communicated to Zurich shall remain covered under the same conditions as this policy, without prejudice to the adjustment of the rate in line with the characteristics of the new risk site.

2.27.1 Temporary loss of use of rented or occupied premises - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.27.2 Temporary loss of use of rented or occupied premises - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.28 Temporary move

This coverage covers, up to the limit established in the Special Conditions, the extension of the covers taken out for as long as the insured goods temporarily remains at another risk site where the Insured has established their residence, for a period not exceeding 90 (ninety) days per year.

The Insured undertakes to notify Zurich at least 30 (thirty) days in advance of the new risk site.

2.28.1 Temporary move - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Tents and caravans, as well as the damage caused to the property in them;
- b) Motor vehicles, trailers and vessels;
- c) Property transferred to the Insured's non-permanent residence or secondary dwelling.

Except when expressly agreed and declared in the Specific Conditions, valuables are excluded from this cover as provided for in subparagraph ac) of Clause 1 "Definitions".

2.28.2 Temporary move – Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.29 Loss of rent

Covering compensation to the Insured, in their capacity as Landlord, for the monthly value of the insured rents that the property no longer provides, as it cannot be occupied, in whole or in part, due to the occurrence of a loss covered by this policy up to the compensation limit established in the Specific Conditions.

This cover is valid for such period reasonably deemed to be necessary for the implementation of the works to restore the insured property to the condition it was in before the loss, but may not, in any case, exceed 12 (twelve) months.

2.29.1 Loss of rent - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.29.2 Loss of rent - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.30 Expenses on the insured dwelling

Covering, up to the limit established in the Specific Conditions, compensation arising from expenses which the Insured may continue to bear for the insured dwelling, despite the loss and the consequent uninhabitability of the risk site, in particular, with the provision of services by entities providing water, gas and electricity during the period of works to recover the property that prevent the Insured from using it.

This cover is reimbursed on presentation of supporting documents for the payment of charges and will relate to the actual period of absence (days). The reimbursement is calculated based on the total days of the month charged and the days of absence.

2.30.1 Expenses on the insured dwelling - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, any losses or damage are also excluded when arising from:

- a) Reimbursement of any expenses other than those defined as normal consumption of the services provided;
- b) Reimbursement of any expenses after completion of the recovery works;
- c) Any reimbursements provided that the damage to the building impedes the provision of the services indicated.

2.30.2 Expenses on the insured dwelling - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.31 Damage to landlord's property

If specifically stated in the Specific Conditions, the material damage caused to property belonging to the Landlord caused by a loss covered by this policy, up to the limit established in the Special Conditions, is covered up to the limits set out in the contract.

Compensation may only be paid upon presentation of documents proving the expenses incurred and after being duly monitored by the Zurich authorities.

Sole Paragraph: This coverage only applies to damage to the property not covered by compulsory insurance or damage to contents.

Damage which may be compensated under this cover does not accrue with the compensation paid under cover 2.15 Breakage of mirrors, glass and sanitaryware.

2.31.1 Damage to landlord's property - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.31.2 Damage to landlord's property - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

2.32 Damage to employees' property

Covering, up to the limit established in the Specific Conditions, compensation arising from damage suffered by property belonging to the Insured's employees, at the insured residence, as a direct consequence of any loss covered by the contracted cover.

2.32.1 Damage to employees' property - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) To vehicles, trailers and vessels, as well as their extras, components and accessories;
- b) Any valuables in accordance with subparagraph ac) of Clause 1 "Definitions".

2.32.2 Damage to employees' property - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.33 Aircraft crash

Covering, up to the limit established in the Specific Conditions of the policy, the payment of compensation for any damage directly caused to the insured goods as a result of:

- a) Impact or fall of all or part of air navigation equipment and spacecraft or any objects falling from them or housed there;
- b) Vibration or shock resulting from the breaking of the sound barrier by air navigation devices.

2.33.1 Aircraft crash - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.33.2 Aircraft crash - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.34 Strikes, riots and public disorder

Covering, up to the limit established in the Specific Conditions, compensation for damage, including fire or explosion, directly caused to the insured goods:

- a) By those people who take part in strikes, "lock-outs", unrest at work, uprisings, riots and public disorder;
- b) By any legally formed authority owing to measures taken on the occasion of said occurrences to safeguard or protect property and people.

The Insured undertakes to use the means at their disposal to defend or protect the insured goods.

2.34.1 Strikes, riots and public disorder – Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

a) Due to the suspension of the ownership of insured goods on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of legal or usurped power, deriving from a constituted authority;

Sole Paragraph: Zurich shall not be released from its liability to the Insured in respect of material damage which the insured goods have suffered, before or during the suspension of temporary possession, for any other cause for compensation under the guarantees of this contract.

b) Due to theft, with or without break-in, directly or indirectly related with the events covered by this cover;

c) Due to the total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damage;

d) To existing outdoor objects and/or in public spaces, courtyards, stairs, access corridors, terraces or unlocked annexes;

f) Due to acts of terrorism, characterised as such under prevailing Portuguese criminal law;

g) Due to any losses or damage that are the consequence of organised demonstrations called specifically to express a protest against any people or institutions, as well as against the current social and political order;

d) On solar and photovoltaic panels and their structures and mooring cables unless "Solar Panel" or "Photovoltaic Panel" cover has been contracted.

2.34.2 Strikes, riots and public disorder – Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.35 Acts of vandalism, malicious acts or sabotage

Covering, up to the limit established in the Specific Conditions, compensation for damage directly caused to the insured goods as a result of:

a) Acts of vandalism or malicious acts

b) Acts performed by any legally constituted authority, by virtue of measures taken at the time of the occurrence referred to in subparagraph a), for the safeguarding or protection of property and persons.

c) Acts of sabotage, which is taken to mean an act of destruction, or which makes impossible the normal operation - or deviates from its normal purposes - on a permanent or temporary basis, totally or partially, any means or routes of communication, public service facilities or those intended to supply and satisfy the vital needs of the population, with the intention of destroying, altering or subverting the constitutionally established democratic state, committed by any individual or group of individuals;

2.35.1 Acts of vandalism, malicious acts or sabotage - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following are also excluded:

- a) Theft or robbery, with or without break-in, directly or indirectly related with the risks covered by this coverage;
- b) Damage caused to existing outdoor objects and/or in public spaces, courtyards, stairs, access corridors, terraces or unlocked annexes;
- c) Damage arising from graffiti - painted or engraved inscriptions or drawings - on the insured goods;
- d) On solar and photovoltaic panels and their structures and mooring cables unless "Solar Panel" or "Photovoltaic Panel" cover has been contracted.
- f) Acts of terrorism, characterised as such under prevailing Portuguese criminal law;
- g) Any losses or damage that are the consequence of organised demonstrations called specifically to express a protest against any people or institutions, as well as against the current social and political order;

2.35.2 Acts of vandalism, malicious acts or sabotage - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.36 Smoke

Covering, up to the limit established in the Specific Conditions, damage caused to the insured goods as a result of sudden, unexpected and abnormal smoke leaks or escapes from technical installations, whenever these form part of the insured equipment and are connected to chimneys by means of appropriate ducts.

2.36.1 Smoke - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Due to the continued action of smoke;
- b) Due to smoke produced in premises or facilities which are not insured.

2.36.2 Smoke - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.37 Heat damage

Covering, up to the limit established in the Specific Conditions, compensation for damage caused to the insured goods by the sudden, unforeseen action of heat, namely heat from fireplaces, stoves and heaters, on nearby objects.

2.37.1 Heat damage - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.37.2 Heat damage - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.38 Spillage from heating and air-conditioning systems

Covering, up to the limit established in the Specific Conditions, the payment of compensation for damage directly caused to the insured goods as a result of the accidental spillage of liquids used in any fixed or mobile HVAC installation intended for heating or cooling the environment.

2.38.1 Spillage from heating and air-conditioning systems - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Caused by spillage arising from defects in the manufacture of the equipment provided that this is covered, or owing to the fact that taps, valves or other safety devices have been left open or not properly closed;
- b) Caused by the poor condition or poor upkeep of the equipment;
- c) Caused to the insured installation itself.

2.38.2 Spillage from heating and air-conditioning systems - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.39 Acts of authorities, public and emergency services

Covering, up to the limit established in the Specific Conditions, the payment of compensation for damage caused to the insured goods or expenses incurred with the competent authorities as a result of:

- a) Means used to combat fire, as well as damage from heat, smoke, steam or explosion as a result of fire;
- b) Removals or destruction carried out during a fire by order of the competent authority, public or emergency services, for the rescue of the Insured and the household members;

c) Removals, destruction or forced entry, carried out by the competent authority, public or emergency services, during the rescue or medical assistance of the Insured and members of the household.

Sole Paragraph: This coverage automatically applies if the damage suffered by the insured goods is caused as a result of the fire and is an integral part of the mandatory fire cover.

2.39.1 Acts of authorities, public and emergency services - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.39.2 Acts of authorities, public and emergency services - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.40 Document-related expenses

Covering, up to the limit established in the Specific Conditions, the reimbursement of the expenses incurred by the Insured as a direct consequence of any loss covered by the coverages actually contracted, in order to obtain the documents, information or any other evidence requested by Zurich.

2.40.1 Document-related expenses - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, this cover has no other exclusions.

2.40.2 Document-related expenses - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.41 Replacement of documents

Covering, up to the limit established in the Specific Conditions, the expenses pertaining to the replacement of personal documents, such as driving licence, identity card, vehicle ownership, passports and other similar documents, deeds and other official documents related to the insured dwelling when they have deteriorated to such an extent that they become unusable as a result of any loss covered by the policy.

In the case of compensation, only the actual cost spent on replacing or redrafting the documents shall be taken into account, subject to justification for the need to reproduce them.

The compensation may be settled as and when said expenses are actually spent by the Insured, never exceeding the 12 (twelve) month period after the loss occurs.

2.41.1 Replacement of documents - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Due to use, own defects and normal deterioration;
- b) Due, directly or indirectly to detention or confiscation by the authorities.

2.41.2 Replacement of documents - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.42 Technicians' fees

Covering, up to the limit established in the Specific Conditions, the reimbursement of costs incurred by the Insured for the payment of fees to architects, engineers, consultants or other technicians, for work or services rendered crucial for the replacement or repair of damaged insured goods as a direct consequence of any loss guaranteed under this policy.

Sole Paragraph: This coverage automatically applies if the damage suffered by the insured goods is caused as a result of the fire and is an integral part of the mandatory fire cover.

2.42.1 Technicians' fees - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the reimbursement of the payment of fees for work or services aimed at preparing or substantiating claims and/or estimated losses and damage, to be submitted to Zurich, are also excluded.

2.42.2 Technicians' fees - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.43 Breakdown of home automation systems

Covering, up to the limit established in the Specific Conditions and irrespective of the insured sum at risk, the payment of compensation arising from damage accidentally suffered by home automation systems, due to a cause not covered nor liable to be covered by the other coverages described in this contract and that requires repair or replacement.

2.43.1 Breakdown of home automation systems - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Caused to fuses, heating resistors, bulbs of any nature, cathode-ray tubes of electronic components, if not caused by fire or by the explosion of a neighbouring object;
- b) Owing to wear and tear from usage or any deficiency in mechanical operation, as well as due to faults or defects existing at the electrical installation or in the equipment insured;
- c) Damage for which the manufacturers, suppliers, sellers or firms responsible for any repair of the insured goods are contractually or legally liable;

- d) Caused to panels and transformers of more than 500 KW and to engines with more than 10 H.P.;**
- e) Caused to equipment whose existence is not proven through the proof of the existence thereof;**
- f) Damage due to intentional overloads, tests or experiments that involve abnormal electric current conditions;**
- g) Damage resulting from the use of insured computer equipment after it has suffered damage which could be compensated under this coverage, without its definitive repair having been carried out and covering its normal functioning;**

2.43.2 Breakdown of home automation systems - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.44 Personal accidents

Covering, up to the limit established in the Specific Conditions, payment of the corresponding compensation resulting from Personal Accidents occurring in the insured dwelling and respective outside spaces, against Insured Persons aged over 14 years and under 70 years, resulting in:

- a) Death or permanent disability;**
- b) Cost of treatment.**

The sums insured by this cover for all victims, per loss and per term of validity, are set out in the Specific Conditions.

In the event of the death of the Insured Person, occurring within two years of the date of the loss, the corresponding sum insured shall be paid to the respective legal heirs, without prejudice to the duty of the latter to prove the causal link between the death and the event triggering this cover.

In the event of Permanent Disability occurring within two years of the date of the loss, and without prejudice to the duty of the injured insured person or their representative to prove the causal link between the disability and the event giving rise to the accident that could trigger this cover, Zurich shall pay the injured insured person a percentage of the sum insured, corresponding to the degree of disability medically verified, which shall be established in accordance with the Table which serves as the basis for calculating the compensation due for permanent disability as a result of an accident, in accordance with Specific Condition 806.

The risks of Death and Permanent Disability are not cumulative and, therefore, in the event of an accident resulting in Permanent Disability and, subsequently, during the two years following the accident, the Insured Person dies, the compensation for Death will be reduced by the amount of any compensation already paid or awarded for Permanent Disability.

If the Insured Person needs treatment arising from a covered accident, the corresponding Treatment Costs shall be paid to whoever demonstrates that they have incurred them, by submitting the respective proof.

Treatment costs include:

- a) Medical fees and hospital admissions, including medication, nursing and physiotherapy
- b) Expenses relating to travelling to a doctor, hospital, clinic or nursing station in the event of the need for regular medical treatment, provided that the means of transport used is appropriate to the severity of the injury

2.44.1 Personal accidents - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Action or omission by the Insured Person influenced by the use of alcohol or alcoholic beverages that causes a higher blood alcohol level than that provided for by Law and/or use of narcotics not prescribed by a doctor, or when unable of controlling their actions;
- b) Criminal acts, gross negligence and any intentional acts committed by the Insured Person, such as suicide or attempted suicide, including reckless acts, bets and challenges;
- c) Criminal acts, gross negligence and any intentional acts committed by the Policyholder or the Beneficiary directed against the Insured Person, for the part of the benefit that concerns them;
- d) Intentional actions or interventions performed by the Insured Person on themselves;
- e) Hernias of any nature;
- f) Implantation or repair of prostheses and/or orthotics;
- g) Accidents or events that produce solely psychological effects;
- h) Diseases of any nature, which will only be covered when it can be proven, by an unequivocal and unquestionable medical diagnosis, that they are a direct consequence of a covered accident;
- i) Treatment in spas or on beaches and, generally speaking, change of scenery or rest cures, if they are not prescribed by a doctor.

2.43.2 Personal accidents - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.45 Adaptation of property due to accident of the Insured

1. Covering, up to the limit established in the Specific Conditions, payment of the expenses necessary for the adaptation of the insured dwelling as a result of a personal, extra-occupational accident, which causes the Insured Person to be incapacitated by 75% or more and provided that it is covered by the guarantees of coverage 2.44 (Personal Accidents).
2. The degree of incapacity shall be established in accordance with the Table in order to serve as the basis for calculating the compensation due to permanent disability as a consequence of an accident as per Specific Condition 806.
3. Expenses will be paid as the adaptation works are carried out.

4. Zurich's liability is limited to the adaptation works strictly indispensable to adapting the insured dwelling and its accesses to the functional limitations of the Insured Person.

2.45.1 Adaptation of property due to accident of the insured - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) Chapter III, the exclusions from the Personal Accidents cover apply to this coverage.

2.45.2 Adaptation of property due to accident of the insured - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

2.46 Home help

Definitions

a) Assistance beneficiaries

The Insured and their family members who live with them on a permanent basis with shared dwelling, living costs and expenses, as well as the employees who work there, hereinafter referred to as the Beneficiary/Beneficiaries, as applicable.

b) Insured dwelling

The usual residence of the Beneficiaries duly specified in the Specific Conditions.

c) Uninhabitable insured dwelling

Any property which, as a result of a loss covered by the policy, is so damaged that it does not allow the Beneficiaries to live there in normal conditions of safety, hygiene and functionality.

d) Assistance service

Information and service support provided by an assistance company, to which Zurich also delegates the management of losses covered by this cover.

1. Special covers in the event of a loss

(Table 1 for Specific Condition 809 Home Help - Covers and Compensation Limits)

Provided that one or more of the risks described in the policy occur, i.e. a request for assistance has been made beforehand, Zurich covers, up to the limits set out in the Specific Conditions:

1.1 Sending of professionals

Zurich will pay the cost of sending qualified professionals to the insured dwelling necessary to repair the damage or contain it until the intervention of the expert valuer.

1.2 Hotel and transport costs

In the event that the insured dwelling becomes uninhabitable, Zurich shall cover the payment, for all the Beneficiaries, of the hotel expenses they have incurred, up to the limit expressed in the Specific Conditions.

Zurich will also be in charge of the respective reservation and transport costs if the Beneficiaries cannot do so by their own means.

1.3 Furniture transport

If, as a result of a loss, the insured dwelling becomes uninhabitable, Zurich will provide and bear, up to the limit set out in the Specific Conditions, the costs of:

- a) The hire of a goods vehicle to move furniture to the temporary accommodation.
- b) The safekeeping of objects and goods not transferred to the temporary dwelling during the six-month period.
- c) The costs of transporting furniture to the new place of permanent residence in Portugal within thirty days of the occurrence of the loss.

1.4 Laundry and restaurant costs

In the event that, as a result of a loss, the insured dwelling becomes uninhabitable or the kitchen and/or washing machine are rendered unusable, Zurich covers the reimbursement of restaurant and laundry expenses, up to the limit set out in the Specific Conditions.

1.5 Guarding the residence

If, as a result of a loss, the home is accessible from the outside or the locks become unusable, and if, after taking the appropriate precautionary measures, the home needs surveillance to prevent the theft of the existing items, Zurich shall pay the costs of a security guard to guard the same. In the event that Zurich is unable to find any security forces to carry out the surveillance, it will compensate up to the limit set out in the Specific Conditions.

1.6 Keeping of domestic animals (dogs and cats)

Zurich undertakes to find an establishment to keep domestic animals (dogs and cats) situated as close as possible to the Beneficiary's home and to organise the transport of the animals to this establishment or to the home in Portugal of a person designated by the Beneficiary, up to the limit set out in the Specific Conditions.

The provision of this cover is subject to the conditions of transport and safekeeping for the carriers and the kennels or catteries in accordance with the legal provisions in force (up-to-date vaccinations, guarantees). In order to be able to provide this cover, the Beneficiary or the person designated by them must be able to deliver the animals.

1.7 Loss or theft of keys

If, as a result of the loss or theft of keys to the insured dwelling, it is not possible for the Beneficiary to enter it, Zurich shall bear the necessary costs of replacing the lock, within the limits set out in the Specific Conditions.

This cover may only be used once each annual period.

1.8 Early return

If the Beneficiary has to return to the insured dwelling as a result of a loss which renders it uninhabitable, Zurich shall provide them with a first-class train ticket or a tourist class plane ticket (if the train journey lasts more than five hours), from the place where they are located to their home.

Zurich shall pay only any expenses which are additional to those which the Beneficiary would normally have to pay for their return, such as train, bus, plane or boat tickets.

Zurich shall have the right to request unused tickets from the Beneficiary.

If necessary, Zurich will organise and pay the costs of accommodating the Beneficiaries in a hotel for one night.

In the event that the Beneficiary has to return to the place where they are staying in order to recover their vehicle or continue their stay, Zurich shall pay, under the same conditions, for a one-way ticket, unless the return arranged by Zurich takes place less than five days before the date initially envisaged by the Beneficiary.

Early return shall also be guaranteed if, during the course of a journey, the spouse or person with whom they live on a permanent basis, ascendants or descendants to the 2nd degree of the Beneficiary dies in Portugal and if the return cannot be carried out in good time by the means of transport initially envisaged, Zurich shall pay the costs of a 1st class train ticket or a tourist class plane ticket to the place of burial in Portugal.

1.9 Legal advice in the event of theft

If the insured dwelling becomes uninhabitable, Zurich shall, in an emergency, advise the Beneficiary on immediate measures to be taken and shall take them if the Beneficiary is unable to take them, providing legal advice on the steps necessary to notify the authorities in the event of theft or attempted robbery.

1.10 Replacement of video or TV, washing machine and dishwasher, refrigerator and water heater

In the event of a loss occurring in the insured dwelling, Zurich shall make available to the Beneficiaries, free of charge and up to the limit set out in the Specific Conditions, video, television, dishwasher and washing machine, refrigerator and water heater appliances, in the event that any of these appliances has suffered damage as a result of a loss which could trigger any of the coverage under the policy and is able to be repaired.

This cover has a 48-hour deductible for the washing machine, dishwasher and refrigerator and a 12-hour deductible for the other appliances described in the cover.

In the event that Zurich is unable to find a similar appliance on the market, it will, alternatively, compensate up to the limit set out in the Specific Conditions.

1.11 Transmission of urgent messages

Zurich covers the payment and/or dispatch of urgent messages related to the functioning of the covers provided in this contract and will, at the request of the Beneficiaries, transmit the messages addressed to their relatives.

2 Covers in the event of illness or accident occurring in the insured dwelling

(Table 2 for Specific Condition 809 Home Help - Covers and Compensation Limits)

Regardless of confirmation of any of the risks covered by the policy, Zurich will provide the guarantees referred to below whenever they involve any one of the Beneficiaries:

2.1 Costs for a nursing professional and per medical prescription

In the event of an accident and if the injuries justify it, Zurich shall guarantee the costs of a nursing professional and for medical prescriptions, up to the limit set out in the Specific Conditions;

2.2 Home delivery of medicines

Home delivery (from 20.00 to 08.00) of prescribed medicines, the cost of which is paid by the Beneficiary when the medication is delivered;

2.3 Sending a doctor to the home

Sending doctors to the home, Zurich paying the medical fees for the visit. In any case, the Beneficiary will make a co-payment of EUR 30 per visit, which will be paid at the end of the medical act;

If the assistance services are unable to send the doctor to the home, Zurich alternatively covers the cost of transport to the hospital or clinic closest to their residence, as well as the respective fees deducted from the co-payment referred to above;

2.4 Transport to the hospital closest to home

If the Beneficiary is hospitalised by medical prescription, Zurich shall cover the cost of transport by the appropriate means, to the nearest hospital to the home, including the medical transfer;

2.5 Information service and booking appointments and tests

Information and booking service for medical appointments, including clinical and diagnostic tests;

2.6 Home help after return from hospital

In the event of the hospitalisation of any of the Beneficiaries, Zurich shall provide, according to local availability, a person to provide home help to the Beneficiary's spouse and children during their hospitalisation, or to the Beneficiary after their return from hospital during the period of convalescence;

2.7 Home help

Pay the costs of home help, which must be provided within 30 days of the date of return from the hospital;

2.8 Interruption of travel as a result of the hospitalisation or death of an Insured Person

If any of the Beneficiaries has to interrupt a journey due to the hospitalisation or death of another Beneficiary due to a loss occurring in the insured dwelling, Zurich shall pay the costs of transport

to that location by providing them with a first-class train ticket or a tourist-class plane ticket (if the train journey lasts more than 5 hours), for the journey from the place where they are located to their home;

2.9 Return to the place of origin to recover the vehicle or continue the journey

In the event that the Beneficiary has to return to the place where they were staying in order to recover their vehicle or continue their scheduled journey or stay, Zurich shall pay, under the conditions in subparagraph h), for a one-way ticket, unless the return arranged by Zurich takes place less than five days before the date initially envisaged by them;

2.10 Childcare costs

In the event of an accident occurring in the residence or illness resulting in the Beneficiary being confined to bed, Zurich shall select and pay the respective expenses for one person to look after children aged under 14 years, for a maximum of 8 days, up to the limit in the Specific Conditions;

2.11 Procuring medicines

a) If none of the Beneficiaries can travel to purchase prescription medicines, Zurich will ensure the delivery of these medicines;

b) The cost of the medicinal products shall be paid by the Beneficiary.

3. Telephone Helpline for Symptoms and Questions

(Table 3 for Specific Condition 809 Home Help - Covers and Compensation Limits)

Regardless of the occurrence of any of the risks covered by the policy, Zurich, through the Assistance Services, may provide Beneficiaries with the following, provided that they are respectively identified:

3.1 Telephone helpline for symptoms or questions 24 hours a day / 365 days a year

Interpretative guidance about their medical symptoms or queries by health professionals on the phone and immediately, 24 hours a day, 365 days a year, in accordance with the ethical standards in force and within the limits imposed by the media used according to the service availabilities at any time;

This guideline does not constitute *per se* a medical appointment nor replace nor dispense with the need for any hospital emergency services required in-person, warranted on a case-by-case basis.

3.2 Transport by ambulance

Transport by ambulance to the clinic/hospital chosen by the Beneficiary, if that is clinically recommended by health professionals.

Limitations: The medical guidance requested and given by telephone infers the sole and exclusive responsibility of the patient for this type of medical service, in the context in which it is carried out.

4. Home help

(Table 4 for Specific Condition 809 Home Help - Covers and Compensation Limits)

4.1 Medical transport or repatriation of the ill and injured

If any of the Beneficiaries suffers injuries or falls ill suddenly during the validity period of the policy, Zurich will pay for the following, up to the limit set out in the Specific Conditions:

- a) The cost of transport by ambulance to the nearest hospital or clinic;
- b) The supervision by its medical team, in collaboration with the treating doctor of the injured or ill Beneficiary, to define the measures appropriate for the best treatment to be followed and the most appropriate means for any transfer to another more suitable hospital centre or to their home or to their residence in Portugal when appropriate, as prescribed by the treating doctor and agreed with the Zurich medical department;
- c) The costs for the transfer, by the most suitable means of transport, to the prescribed hospital, to the patient's home or to their residence in Portugal. If the Insured Person is transferred to a hospital that is far from their home, Zurich will pay the costs of a later opportune transfer to their place of residence.

The means of transport to be used in Portugal, Europe and countries surrounding the Mediterranean, when the urgency and seriousness of the case demands it, is an air ambulance. In other cases or in the rest of the world, a regular commercial aircraft will be used or any other means appropriate to the circumstances.

The medical and transport or repatriation covers shall only take place with the prior agreement of the Beneficiary's treating doctor, the treating doctor at the hospital centre assisting the Beneficiary and the Zurich medical department. As soon as the clinical conditions necessary for the transport or repatriation of the Beneficiary have been established, the means of transport and any medical follow-up shall be defined. These decisions shall be taken only in the light of the Beneficiary's clinical condition and compliance with the health rules in force.

4.2 Accompaniment during medical transport or repatriation

If the condition of the Beneficiary, who is being medically transported or repatriated so warrants, Zurich, on the advice of their doctor, shall pay the travelling costs for another Beneficiary who is there to accompany them.

4.3 Accompaniment of a hospitalised Insured Person

If an Insured Person is hospitalised and their condition does not recommend immediate repatriation or return home, Zurich will pay the unexpected accommodation costs for a family member or person of the Insured Person's choice, who is already in the location, to remain close to the patient, up to the limit defined in the Specific Conditions.

4.4 Return ticket and accommodation for a family member

If the Beneficiary's hospitalisation exceeds 10 days and if it is not possible to activate the cover referred to in the preceding paragraph:

Zurich shall pay the costs to be incurred by a family member for return journeys by train in 1st class or by plane in tourist class, departing from Portugal, to stay with them, and shall also be liable for subsistence expenses, up to the limit set out in the Specific Conditions.

4.5 Hotel stay extension

If, after occurrence of illness or an accident, the Beneficiary's state of health does not justify hospitalisation or medical transport and if their return cannot not be made on the initially scheduled date, Zurich shall pay, where applicable, the expenses effectively made with hotel accommodation for the Beneficiary and for one other person who stays to accompany them, up to the limit defined in the Specific Conditions.

When the Beneficiary's state of health so permits, Zurich will take care of their return and of any companion if they cannot return by the means initially foreseen.

4.6 Transport or repatriation of insured persons

If one or more Beneficiaries have been repatriated or transported because of illness or accident, in accordance with the cover provided for in paragraph 2.4.1, and if it is therefore not possible for the others to return to their homes by the means initially provided for, Zurich shall pay to transport them to their usual home or to the place where the transported or repatriated Beneficiary is hospitalised. If the Beneficiaries are under 15 years old and do not have a family member or trusted person to accompany them on a journey, Zurich shall pay the costs to be incurred by a person travelling with them to the place of their home or to the place where the Beneficiary is hospitalised.

4.7 Medical, surgical, pharmaceutical and hospitalisation expenses abroad

If, as a result of an accident or illness occurring abroad during the period of validity of the policy, any of the Beneficiaries requires medical, surgical, pharmaceutical or hospital assistance, Zurich shall pay, up to the limits set out in the Specific Conditions, or shall reimburse, the following on justification:

- a) Medical and surgical expenses and fees;**
- b) Pharmaceutical expenses for doctor's prescriptions;**
- c) Hospitalisation expenses.**

In the dental medicine field, Zurich only covers payment for medical expenses related to the provisional treatment of acute situations.

As soon as their repatriation is clinically possible and advised by the medical teams, Zurich will not be liable for the hospitalisation costs.

4.8 Transport or repatriation of the deceased and accompanying insured persons

Zurich will pay the costs for all formalities to be carried out in the place of death of the Beneficiary, as well as those for the transport or repatriation of the body to the place of burial in Portugal. In the case of Beneficiaries who accompanied them at the time of their death and who were unable to return by the means initially envisaged, or because the transport ticket already purchased cannot be used, Zurich shall pay the transport costs of returning them to their normal home or to the place of burial in Portugal.

If the Beneficiaries are under 15 years old and do not have a family member or trusted person to accompany them on a journey, Zurich shall pay the costs to be incurred by a person travelling with them to the place of burial or their home in Portugal.

If, for administrative reasons, temporary or final burial is necessary locally, Zurich will pay the costs of transporting a family member, if none of them is present in the location, paying the costs of a return journey by train in first class or by plane in tourist class to travel from their home to the place of burial, and also paying the accommodation costs, up to the limit defined in the Specific Conditions.

4.9 Early return

If, during the course of a journey, the spouse of the Beneficiary or person with whom they live on a permanent basis, ascendant or descendant up to the 2nd degree, adoptees, siblings, parents-in-law or siblings-in-law, die in Portugal, and if the means used for their journey or ticket purchased does not allow them to return early, Zurich shall pay the costs of a first class train ticket or a tourist class plane ticket from the place of stay to their home or to the place of burial in Portugal.

This cover shall also apply in the event that the spouse of the Beneficiary or person with whom they live on a permanent basis, ascendant or descendant up to the 2nd degree is the victim of an accident or unforeseeable illness in Portugal the severity of which, to be confirmed by the Zurich doctor after contact with the treating doctor, requires their urgent and imperative presence. If, as a result of the early arrival, it is essential to return to the Beneficiary's place of residence in order to allow the vehicle or other Beneficiaries to be returned by the means initially envisaged, Zurich shall make available for that purpose a transfer, by the means described above, paying the respective costs.

4.10 Assistance to the beneficiary in the event of theft of luggage abroad up to a limit of 100kg

In the event of theft of luggage and/or personal effects, Zurich will assist the Beneficiary in reporting it to the authorities, if requested. Both in the event of theft and loss or misplacement of said belongings, if they are found, Zurich will pay the expenses for having them forwarded to where the Insured Person is located or to their home, provided they are properly packed and transportable, up to a limit of 100kg.

4.11. Advance of funds abroad

In the event of theft or misplacement of luggage or monetary amounts, which have not been recovered within 24 hours, Zurich shall make an advance payment of the sums necessary to replace the missing assets, up to the limit set out in the Specific Conditions. The same cover shall be provided if, in the event of a breakdown or accident of the insured vehicle, funds are required for its repair.

These advance amounts will be reimbursed to Zurich within a maximum of 60 days.

4.12. Return of luggage abroad

If the Beneficiaries are repatriated, Zurich shall ensure the return of their luggage and personal effects, up to a maximum of 100kg, provided that they are properly packed and transportable.

4.13 Locating and shipping emergency medicines

Zurich covers the sending of indispensable medicines for the Beneficiary's usual use whenever they cannot be obtained locally or cannot be replaced by substitutes. The Beneficiary shall be responsible for the price of the medicines, fees and customs expenses.

4.14 Luggage loss on a scheduled flight

If luggage has been lost on a scheduled flight and is not recovered within 34 hours of arrival, Zurich shall compensate the Beneficiary, up to the limit set in the Specific Conditions.

If the luggage is recovered, the Beneficiary must refund the amount received to Zurich.

4.15 Transmission of messages

Zurich undertakes to transmit urgent messages requested by the Beneficiary due to the occurrence of any event covered by these covers.

Sole Paragraph: Beneficiaries who have used the transport services provided for in this contract shall take the necessary steps to recover the cost of unused transport tickets and to return the sums recovered to Zurich.

5. Sending of professionals and access to other services

(Table 5 for Specific Condition 809 Home Help - Covers and Compensation Limits)

By means of this cover, and at the request of the Beneficiary, Zurich covers a permanent telephone number information service for emergency or express repair services as close as possible to their home or will send professionals qualified in the fields specified further below:

Access to these professionals is completely free, with the Beneficiary settling the services requested in accordance with the table in force in each annuity.

The Beneficiary is not charged for travel for technical services (24 hours), technical services during the day and the cost of estimates.

The Beneficiary also enjoys a 10% discount on the services and the respective instalment fees mentioned in points 2.5.1 and 2.5.2 of this paragraph, as well as a 90-day guarantee on all the services provided.

In the case of the emergency services identified below, Zurich shall, within the same annuity, pay the labour costs, up to a maximum of two interventions per year and a maximum of 3 hours in each of the interventions.

Any further interventions and, consequently, the hours spent on labour, will be paid for by the Beneficiary at the hourly rate previously established and revised annually on the basis of the CPI (Consumer Price Index).

Emergency services are those which:

- a) Make it impossible for the Beneficiary to use their dwelling (uninhabitable house);
- b) Aims to contain possible increased damage;

c) Could affect home safety.

The emergency service is limited to the following specialties and coverage:

- **Plumbing:** breakage of fixed installations in the home which cause damage to both the Beneficiary's property and that of other persons; installations owned by the community or by other third parties shall not be considered as belonging to the home, even when they are situated in its enclosure;

- **Electricity:** total absence of electricity supply on any of the phases of the system installed at the Beneficiary's home, whenever the source of the damage is inside the same or in any of its outbuildings;

- **Clearing of blocked pipes:** simple clearing of blocked pipes, excluding the use of specific technical equipment, and unclogging of technical columns common to the building and cesspits;

- **Keys and locks:** any contingency which prevents the Beneficiary from accessing their home and which requires the intervention of a locksmith or emergency services because there are no other alternative solutions for accessing the dwelling;

- **Glass:** breakage of windows or of any other glazed surface forming part of the outer shell of the home, insofar as such a situation determines that the same is not protected from weather conditions or malicious acts by third parties, excluding common glass in the building.

2.5.1 Technical services (24 hours)

The 24-hour technical services are essentially emergency services provided nationwide that include response times of 4 to 12 hours, depending on the geographic zone.

In Lisbon and Porto and respective regions, the presence of a technician is guaranteed within a maximum of 4 to 6 hours; and in the remaining regions of the country within a maximum of 6 to 12 hours.

a) Plumbing

b) Electricity

c) Refrigeration

d) Clearing blocked pipes

e) TV, video, hi-fi

f) Keys and locks

g) Climatisation and air conditioning

h) Heating

2.5.2 Technical services (day)

This cover encompasses non-urgent technical services, guaranteeing the presence of a technician at the home of the Beneficiary; an estimate for the work may be made in advance or the work immediately carried out on the basis of the prices in force.

The presence of the technician is guaranteed within the subsequent 24 hours, depending on the Beneficiary's availability.

- a) Painting work
- b) Building work
- c) Carpentry
- d) Floor coverings
- e) Metal work
- f) Upholstery
- g) False ceilings
- h) Window panes
- i) Blinds and shutters
- j) Aerials
- k) Household electrical appliances

2.6 Multiple insurance contracts

The payments and compensation provided for are paid in excess and in addition to other existing insurance contracts covering the same risks, up to the limit set out in the Specific Conditions

The Beneficiaries undertake to take all necessary steps to obtain these payments and to return them to Zurich in the case of and to the extent that it has advanced the same to them, as well as the contributions from the Social Security or from any other institution to which they are entitled.

2.46.1 - Home help - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, losses or damage due to benefits/payments which have not been requested from Zurich and which have not been made with its agreement, except in cases of force majeure or where material impossibility has been demonstrated, are also excluded.

The following are also considered excluded from this cover in relation to paragraph 2.4 - "Assistance to persons":

- a) Medical, surgical and hospitalisation expenses in Portugal;

- b) Illnesses or injuries that are the result of chronic conditions or conditions that exist before the journey, as well as the consequences of said illnesses or relapses;**
- c) Losses arising from the practice of high-risk competitive winter sports such as snow skiing, skydiving, mountaineering, martial arts and other high risk sports, as well as training for competition and bets;**
- d) Births and pregnancy-related complications, unless they are unforeseeable and occur during the first 6 (six) months;**
- e) Costs for a funeral, urn or memorial service;**
- f) Losses caused by earthquakes, volcanic eruptions, floods or any cataclysms;**
- g) Any damage suffered by the Beneficiaries as a result of dementia or when they are under the influence of alcohol according to legislation for driving vehicles or have taken drugs or narcotics without a medical prescription;**
- h) Costs of prostheses, glasses, contact lenses and similar;**
- i) Costs relating to non-urgent physiotherapy.**
- j) Pandemics and epidemics**

The following situations are always excluded from the scope of all insurance covers: Infectious and contagious diseases, when there is an epidemic or pandemic declared by the competent authorities.

2.46.2 - Home help - Deductibles

Unless specifically stated otherwise in the Specific Conditions, no deductible applies to this coverage.

Clause 5 Additional risk coverage

Under a specific agreement and the payment of the respective surcharge, the scope of the present contract may be extended, under the terms of the corresponding Special Conditions, as follows:

- 001 Acts of terrorism**
- 002 Machinery breakdown**
- 003 Garaged motor vehicles**
- 004 Civil liability for dangerous animals**
- 006 Solar panels**
- 007 Photovoltaic panels**
- 008 Seismic phenomena**

Chapter III Exclusions

Clause 6 General exclusions

1.

1.1. Damage arising directly or indirectly from the following is excluded from the compulsory insurance:

- a) War, whether declared or not, invasion, acts by foreign enemy, hostility or war operations, civil war, insurrection, rebellion or revolution;**
- b) Military uprising or act by legitimate or usurped military authority;**
- c) Confiscation, requisition, destruction or damage caused to the insured goods, by order of the Government, in law or in fact, or of any established authority, except in the case of removal or demolition provided for in point 1(b) of the Fire, Lightning and Explosion Cover;**
- d) Strikes, riots and public unrest, acts of terrorism, vandalism, malicious acts or sabotage;**
- e) Explosion, release of heat and radiation from atom splitting or radioactivity, as well as from radiation caused by artificial particle acceleration;**
- f) Fire resulting from seismic phenomena, earth tremors, earthquakes and volcanic eruptions, tsunamis or underground fire;**
- g) Direct effects of electric current on appliances, electrical installations and their accessories, in particular overvoltage and overintensity, including those produced by atmospheric electricity, such as that resulting from lightning, and short-circuiting, even if there is fire in the same;**
- h) Intentional acts or omissions of the Policyholder, the Insured or the people for whom they are civilly liable;**
- i) Lost profits or similar losses;**
- j) Misplacement, theft or robbery of the insured goods, when committed during or after any covered loss.**

Sole Paragraph: The risks set out in subparagraphs d), f), g) and i) may be covered by taking out Optional Coverage as set out in the Specific Conditions.

1.2. In relation to the cover for fire, lightning and explosion, when taken out as Optional Insurance, and the other covers in the contract are not guaranteed by this policy, under no circumstances and even if the occurrence of any loss guaranteed by the risks covered by this Contract has been confirmed, are losses that directly or indirectly derive from:

- a) Losses falling under the scope of any compulsory insurance, regardless of whether they have been taken out or not, even in the event of insufficient capital.**
- b) War, whether declared or not, invasion, acts by foreign enemy, hostility or war operations, civil war, insurrection, rebellion or revolution;**
- c) Military uprising or act by legitimate or usurped military authority;**

- c) Confiscation, requisition, destruction or damage caused to the insured goods, by order of the Government, in law or in fact, or of any established authority, unless committed for the purposes of salvage, if this is due to any risk covered by this contract;**
 - e) Explosion, release of heat and radiation from atom splitting or radioactivity, as well as from radiation caused by artificial particle acceleration;**
 - f) Intentional acts or omissions of the Policyholder, the Insured or the people for whom they are civilly liable;**
 - g) Buildings not wholly enclosed or covered, as well as property or structures undergoing demolition, construction or assembly, and also related materials or support structures;**
 - h) Buildings which are in a state of repair which is contrary to technical standards or regulations on the maintenance of buildings or which are under construction, reducing their resistance and safety conditions;**
 - i) Constructions that are in a state of degradation at the time of the occurrence;**
 - j) Content at the constructions referred to in subparagraphs f), g) and h);**
 - k) Pollution, contamination or corrosion of any kind, such as: nuclear reactions, ionic radiation or radioactive contamination, and contamination from polychlorinated biphenyls and polychlorinated terphenyls (PCBs and PCTs) or other chlorine derivatives, plus those caused by asbestos, asbestos fibre or other asbestos derivatives, toxic moulds, MTBE (methyl tert-butyl ether), lead, and Persistent Organic Contaminants (POCs) such as dioxins, furans and DDT, and in general due to any type of contamination, pollution or corrosion including that which may derive from the seepage or leaking of liquids, solids and gases harmful to the environment, and also without prejudice to the provisions of point 3 of this Clause;**
 - l) Any criminal, administrative or disciplinary liability;**
 - m) Constructive pathologies and/or lack of maintenance of the insured goods;**
 - n) Securities (pledge, lottery or other of a similar nature), shares, coupons, bills of exchange, promissory notes, manuscripts and deeds, digital money;**
- Sole Paragraph:** Money in any form is also excluded, except as provided for in these General Conditions and subject to the respective terms, conditions and exclusions.
- o) Jewellery, precious stones, precious metals, ingots, furs or works of art, unless expressly stated otherwise;**
 - p) Total or partial interruption of work or the cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damage, without prejudice to the application of the provisions of Special Condition 037 - Loss of profits, if contracted;**
 - q) Experiments, trials or tests, as well as a lack of adequate protection against foreseeable and continuous mechanical, chemical or electrical actions;**
 - r) Handling, storage or use of firearms and explosives;**

- s) Failures or defects existing before the start of this contract, if such facts were or should have been known to the Policyholder or the Insured or their legal representatives, responsible for the technical operation of the insured goods;**
 - t) Continued use of any insured asset after it has suffered damage that can be compensated by this contract, without its permanent repair having been carried out and its normal operation having been guaranteed;**
 - u) Contraband or goods related to illegal trade or trafficking;**
 - v) Asteroids and/or meteorites;**
 - w) Fines and penalties;**
 - x) Live animals and micro-organisms;**
 - y) Forestry and harvesting areas;**
 - z) Trees and other vegetation including grass and shrubs, except as provided for in these General Conditions and subject to the respective terms, conditions and exclusions;**
 - aa) Acts of Terrorism, i.e. any crimes, acts, facts or omissions considered as such under the criminal law in force, as well as acts performed by any legally constituted authority, on the occasion of the occurrences mentioned for the safeguarding or protection of property and persons;**
 - ab) Vessels and aircraft;**
 - ac) Spacecraft, satellites, associated launch vehicles and any goods included therein, trains and rolling stock;**
 - ad) Dams, weirs, reservoirs, channels, bridges, viaducts, platforms, wells, tunnels, excavations, aqueducts, dykes, landfills, docks, quays, jetties, underground property (located below the lower level of the insured facilities/buildings) and property located at sea;**
 - ae) Land (including subsoil), accesses, pavements, roads, airport runways and railway lines;**
 - af) Mines and any property therein;**
 - ag) Overhead transmission and distribution lines and respective supporting structures;**
 - ah) Events whose cause is not sudden and accidental, including, but not limited to, corrosion, erosion, oxidation, rust, moisture, gradual deterioration, wear or other gradual actions.**
 - ai) Electric charging of motorised bicycles, except for damage under the Fire cover.**
- 2. In addition to the provisions of the previous paragraphs, this contract is also subject to the exclusions specific to each cover and also to the exclusions specific to the Special Conditions contracted.**
- 3. Unless specifically contracted, this contract does not cover the risks or property identified below:**

001 Acts of terrorism

- 002 Machinery breakdown**
- 003 Garaged motor vehicles**
- 004 Civil liability for dangerous animals**
- 006 Solar panels**
- 007 Photovoltaic panels**
- 008 Seismic phenomena**

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. When Zurich has accepted the contract it may not claim any of the following, unless there was an intentional act by the Policyholder or Insured to gain an advantage:**
 - 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 the Insurer, 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 the event of intentional non-compliance with the duty referred to in paragraph 1 of the previous clause, the contract may be terminated, with the Insurer sending the Policyholder a letter to this effect.**
- 2. If there has been no claim, the declaration referred to in the preceding paragraph 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. The general voidability provisions then 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 statement of risk

1. In the event of negligent non-compliance with the duty referred to in paragraph 1 of [Clause 7](#), Zurich may, by means of a statement to be sent to the Policyholder, within three months of its knowledge:

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 declaration of termination has been sent or 20 days after receipt by the Policyholder of the proposed alteration, should the latter fail to answer or reject it.

3. In the case referred to in the previous paragraph, the premium is returned “pro rata temporis” in line with any cover that may have existed.

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 the Insured has the duty, during contract performance, within 14 days of learning thereof, to inform Zurich about any circumstances that increase the risk, provided that these, 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. Contract termination by Zurich shall take effect 8 business days after the notification date and said notification may be made by any means which generates a written record.

Clause 11 **Loss and increased risk**

1. If, prior to the termination or alteration of the contract under the terms foreseen in the previous clause above, a loss takes place whose occurrence has been influenced by the increased risk, Zurich:

a) Covers 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) Partially covers 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 subparagraphs 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 **Maturity 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.

Clause 13 **Cover**

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 maturity date, causes the automatic termination of the contract as from the date on which it is signed.
- 2.** Failure to pay the premium of subsequent annuities, or the first instalment thereof, on the maturity date, prevents the extension of the contract.
- 3.** Failure to pay causes the automatic termination of the contract on the date of maturity of:
 - a)** One instalment of the premium during the course of an annuity;
 - b)** An additional premium resulting from a modification of the contract based on a further deterioration of the risk.
- 4.** Failure to pay, by the maturity date, an additional premium deriving from a contractual modification causes the alteration to be ineffective. The contract remains valid with the scope and under the conditions that were in force prior to the desired modification, unless the continuation of the contract proves impossible, in which case it shall be deemed to have been terminated on the maturity date of the unpaid premium.

Clause 16

Alteration of the premium

If there is no alteration to the risk, any alteration to the premium applicable to the contract may only be carried out upon the subsequent annual maturity.

Chapter VI

Entering into effect of the contract, duration and vicissitudes

Clause 17

Start of coverage and effects

- 1.** The start date and time of the coverage of the risks are indicated in the contract, in compliance with the provisions of [Clause 13](#).

2. The stipulations of the previous paragraph also apply from when the contract takes effect, if this is different from the start of the risk coverage.

Clause 18

Duration

- 1. The contract indicates its duration, which may be for a certain, given period (temporary insurance) or for one year and extendable for further one-year periods.**
- 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

- 1. The contract may be terminated by the parties at any time, by recorded delivery on justifiable grounds.**
- 2. Zurich may invoke the occurrence of a succession of losses in the annuity as a relevant cause for the purpose foreseen in the previous paragraph.**
- 3. 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.**
- 4. The contract termination shall take effect at 12 midnight of the day on which it becomes effective.**
- 5. 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.**
- 6. Contract termination by Zurich shall take effect 8 business days after the notification date and said notification may be made by any means which generates a written record.**

Clause 20

Transfer of ownership of the insured goods or of the insured interest

- 1. Unless otherwise agreed, in the event of the transfer of ownership of the insured property or of the Insured's interest therein, Zurich's obligation vis-à-vis the new owner or interested party depends on its notification by the Policyholder, the Insured or its legal representatives, without prejudice to the legal framework for increased risk.**
- 2. If the transfer of ownership of the insured goods or interest is due to the death of the Insured, Zurich's liability shall remain with the heirs as long as the premiums are paid.**
- 3. Unless there is an agreement to the contrary, in the event of the insolvency of the Policyholder or the Insured, Zurich's liability remains with the bankruptcy estate and it is assumed that insolvency is a factor**

that exacerbates the risk.

Chapter VII Main provision by Zurich and automatic update of sum insured

Clause 21 Sum insured

1. The definition of the sum insured at the start and during the validity of the contract, is always the responsibility of the Policyholder, and it must comply with, as far as the part related to the insured property is concerned, the provisions of the following paragraphs.
2. **The value of the sum insured for buildings must correspond to the market cost of the respective reconstruction, taking into account the type of construction or other factors that may influence said cost, or the property register value in the case of buildings for expropriation or demolition.**
3. **Except for the value of the land, all the constituent elements or those incorporated by the owner or the holder of the interest insured, including the proportional value for common elements, must be taken into account for the determination of the sum insured referred to in the previous paragraph.**
4. **Unless otherwise agreed, if the dwelling or property is insured, its value, or the insured proportion thereof, is automatically updated in accordance with the indices published for this purpose by the Supervisory Authority and the Pension Fund, pursuant to the Special Condition “Indexed updating of capital”.**
5. The value of the sum insured for furniture or contents should correspond to the cost of replacing the property which is the object of the contract, for its value as new.
6. **Unless otherwise agreed, the determination of the insurance value for electronic equipment shall correspond, for each insured item, to the respective replacement value, i.e. the purchase cost, at the date of the loss, of a new asset with identical characteristics, functions and yield of the insured goods, including any packing, transport, assembly, commissioning and taxes.**
7. **For goods designated as “valuables”, the sum insured shall correspond to the purchase cost of the same or similar goods, minus the depreciation inherent to their use and state of repair, without taking into account any actual or estimated value.**

- When their existence is not declared under the Specific Conditions, Valuables are covered up to a limit of 20% of the total value of the insured content, a maximum of EUR 50,000; and provided that their unit value does not exceed EUR 2,000.

In addition to individual objects, a unit value is deemed to include those which constitute a collection or set, such as collections of coins, gold bars, stamps, cutlery or others which by their composition are of a similar nature.

- When the value of the Valuables exceeds 20% of the total value of the insured content or where the unit value exceeds EUR 2,000, they shall only be insured if declared, detailed and individually valued, and then accepted by Zurich.

In the event of loss or damage to any object that forms a collection or set with others, Zurich shall be limited to compensating the value of the destroyed or damaged object and shall not be liable for

any loss or depreciation that its absence or damage may cause to the respective set or collection

8. For machinery and solar and photovoltaic panels, the sum insured of these assets shall correspond to their market value, i.e. the value as new minus depreciation due to use and condition.

Sole Paragraph: Any compensation will be paid at the market value at the date of the loss.

9. Unless otherwise agreed, the sum insured for the “contents” is automatically updated in accordance with the indices published for this purpose by the Supervisory Authority and the Pension Fund, pursuant to the Special Condition “Indexed updating of capital” or “Agreed updating of Capital”.

Clause 22

Insufficient or excess sum insured

1. Unless otherwise agreed, if the sum insured under this agreement is, at the date of the loss, lower than that set out under paragraphs 2 to 7 of the previous clause, Zurich shall only be liable for the damage in its respective proportion, with the Policyholder or the Insured being liable for the remainder of the damages as if it were an Insurer.

2. When the contract is extended, Zurich shall inform the Policyholder of the provisions of the previous paragraph and paragraph 4 of the previous Clause, as well as the insured value of the property, to be considered for the purpose of compensation in case of total loss, and the criteria for its updating, under penalty of not applying the proportional reduction provided for in the previous paragraph, to the extent of the breach.

3. Unless otherwise agreed, if the sum insured under this contract is, on the date of the loss, greater than that calculated pursuant to paragraphs 2 to 7 of the foregoing Clause, the compensation payable by Zurich does not exceed the reconstruction cost or the property register value foreseen in the same paragraphs.

4. In the case referred to in the previous paragraph, the Policyholder or the Insured may always request a reduction of the contract, which, if both parties are acting in good faith, means the return of any excess premiums paid in the two years prior to the request for reduction, minus any purchase costs calculated proportionally.

5. If several assets are insured for amounts and sums designated separately, the contract defines whether the provisions of the preceding paragraphs apply to each of them, as if they were under separate insurance.

Clause 23

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 shall inform Zurich of this circumstance as soon as it learns thereof, as well as when the loss is notified.

2. The fraudulent omission of the information referred to in the preceding paragraph exempts Zurich from the respective payment.

3. The loss recorded under the contracts referred to in paragraph 1 shall be compensated by any of the Insurers, at the choice of the Insured, within the limits of their obligation.

Chapter VIII
Obligations and rights of the parties

Clause 24
Obligations of the Policyholder and the Insured

1. In the event of a loss covered by this contract, the Policyholder or the Insured undertake:

- a) To notify Zurich of this in writing as soon as possible, never more than 8 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 steps to prevent or limit the consequences of the loss, which shall include, as far as is reasonable, whether non-removal or alteration - or non-consent to the removal or alteration - of any traces of the loss, without the prior agreement of Zurich, or the custody and upkeep of the salvage;**
- c) To provide Zurich with any relevant information that the latter requests about 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 accident, as a result of the coverage of the loss by the former;**
- e) To comply with any safety requirements that are imposed by law, legal regulations or the clauses of this contract.**

2. The Policyholder and the Insured also undertake:

- a) Not to voluntarily exacerbate the consequences of the loss or intentionally impede the salvaging of the insured goods;**
- b) Not to steal, misappropriate, conceal or dispose of the salvage;**
- c) Not to prevent, make difficult or fail to cooperate with Zurich as regards the determination of the cause of the loss or the storage, improvement or sale of salvage;**
- d) Not to exaggerate, in bad faith, the damage amount or falsely indicate things as having been impacted by the loss;**
- e) Not to use fraud, simulation, falsehood or any other intentional means, as well as fake documents, to justify the claim;**
- f) To notify Zurich of any summonses or judicial notifications received, as well as any other proceedings against it, as a consequence of the loss;**
- g) To take all steps within its reach to identify any people responsible for the occurrence in question and to transmit the result obtained to Zurich;**
- h) To provide Zurich with the requested evidence, as well as any reports or other documents that it has or will obtain;**
- i) Not to pay any compensation claimed out of court or advance money on account, on behalf or under the responsibility of Zurich, without its specific authorisation;**

j) Not to give rise, even if owing to omission or negligence, to any judgment favourable to a third party or, if it fails to notify Zurich forthwith, to any legal proceedings instituted against it on account of a claim under the policy;

k) To notify Zurich as soon as possible in the event of recovery of all or part of stolen or robbed goods, whenever it occurs;

l) Should there be theft or robbery, and should the Insured wish to use those rights that the insurance contract bestows upon him, they must lodge a complaint as soon as possible to the competent authorities, providing Zurich with documentary evidence thereof and making every endeavour within their power conducive to the discovery of the objects stolen and the perpetrators of the crime;

3. Failure to comply with the provisions of subparagraphs a) to c) of paragraph 1 means, except as provided in the following number:

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.

4. In the event of non-compliance with the provisions of subparagraphs a) and c) of paragraph 1, the penalty provided for in the preceding paragraph shall not apply when Zurich is aware of the loss by some other means during the 8 calendar days which have elapsed provided for therein, or the party obliged to provide notification proves that it could not reasonably have provided the notification due at a time earlier than that at which it did.

5. Failure to comply with the provisions of the other subparagraphs of paragraphs 1 and 2 makes the defaulter liable for losses and damage.

Clause 25

Obligation of reimbursement by Zurich of any expenses defrayed on averting and mitigating the loss

1. Zurich shall pay the Policyholder or the Insured any expenses incurred in compliance with the duty stated in paragraph 1(b) of the previous clause, provided that they 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 Policyholder or 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.

4. In the case of insurance for an amount less than the interest insured at the time of the loss, the payment to be made by Zurich pursuant to paragraph 1 shall be reduced in proportion to the interest covered and the interests at risk, unless the expenses payable derive from compliance with specific determinations of Zurich or its separate cover derives from the contract.

Clause 26 Inspection of the risk site

1. Zurich may, by giving prior notice, inspect the insured goods by way of an authorised representative to verify whether the contractual conditions have been met, and the Policyholder or the Insured shall be required to provide the information requested.
2. The unjustified refusal by the Policyholder or the Insured to allow the use of the aforementioned option shall entitle Zurich to terminate the contract with just cause, under the terms of [Clause 19](#).

Clause 27 Obligations of Zurich

1. Any investigations and expert reports necessary for the recognition of the loss 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 damage.
2. Zurich shall pay compensation or authorise the repair or reconstruction as soon as the investigations and expert reports necessary for the recognition of the loss and for the determination of the amount of the damage have been completed, without prejudice to any payments on account, provided that it is has recognised that they must take place.
3. Once 30 days have elapsed since the conclusions set out in the preceding paragraph, without any compensation having been paid or the repair or reconstruction 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 thereof or the market price of the repair or reconstruction.

Chapter IX Processing of compensation or repair or reconstruction

Clause 28 Determination of compensation or repair or reconstruction value

1. In the event of a loss, the assessment of the value of insured goods, as well as the damage, is carried out by the Insured and Zurich, even if the contract has effects in favour of third parties, observing exclusively for this purpose the criteria set out in [Clause 21](#) for the determination of the sum insured.
2. Unless otherwise agreed, Zurich shall not provide compensation for any increase there may be in the cost of repairing or rebuilding any real estate insured as a result of changes in alignment or modifications to its construction characteristics.
3. In the case of electronic equipment, compensation for loss or damage suffered by insured items shall be calculated on the basis of the following criteria:
 - a) In the event of any damage which can be repaired, at the cost of the repairs required to restore the damaged property to the condition it was in immediately prior to the occurrence of the loss, including any dismantling and assembly costs required for the repairs, ordinary transport costs, customs, taxes if incurred and provided that they are covered by the sum insured. If the repairs are carried out in the

Insured's workshops, the value of the damages will correspond to the cost of materials and labour spent for that purpose plus a reasonable percentage to cover its administrative expenses.

Except where expressly mentioned in the Specific Conditions, no deduction shall be made by way of depreciation of the replaced parts;

b) When the cost of the repair is equal to or greater than the value of the insured property immediately prior to the occurrence of the loss, settlement shall be made in accordance with the criteria established in the following subparagraphs c) and d);

c) In the event of total damage, and where the age of the equipment is no more than 3 (three) years, the as new replacement value for the damaged item immediately before the occurrence of the loss of the same type and of technical characteristics identical to the destroyed item including dismantling and assembly costs, ordinary transport costs, customs, taxes if incurred and provided that they are covered by the sum insured;

c) In the event of total damage, and where the age of the equipment is more than 3 (three) years, the replacement value for the damaged item immediately before the occurrence of the loss, of the same type and of technical characteristics identical to the destroyed item including dismantling and assembly costs, freight costs, customs, taxes if incurred and provided that they are covered by the sum insured, less the depreciation inherent to its age, use and condition;

e) In the event that the Insured chooses not to repair the damaged item (partial damage) or not to acquire (total damage) a new item or if there is no longer serial manufacture of parts or components of the damaged item, the payment of compensation is limited to its replacement value, less the depreciation inherent to its age, use and condition;

f) The value of any salvage shall be deducted from the value of the damages assessed as set out in the preceding subparagraphs. The difference shall represent the compensation payable by Zurich to the Insured which shall, if applicable, be subject to the application of the proportional rule provided for in [Clause 22](#) of the General Conditions (Insufficiency or excess

4. In the event of a loss concerning "valuables", specifically collections, the compensation resulting from the loss or damage suffered by an item that is part of any literary work or collection, shall be calculated based on the value of said item individually considered, excluding any depreciation that its absence or deterioration represents for the literary work or collection.

5. If, at the date of the loss, there is an insufficient or excess sum insured, the provisions of [Clause 22](#) shall apply.

6. Goods insured under the capital at first risk scheme shall not be subject to the application of the provisions of [Clause 21](#).

Clause 29

Form of payment of compensation

1. Zurich shall pay compensation in cash whenever the substitution, replacement, repair or reconstruction of the insured goods, destroyed or damaged is not possible, does not fully repair the damage, or is excessively costly to the debtor.

2. Where no compensation is awarded in cash, the Insured shall, failing which it shall be liable for any loss and damage, provide Zurich, or whosoever the latter designates, with reasonable assistance, with a view to

the prompt recovery of the situation prior to the loss.

Clause 30

Payment of compensation to creditors

1. Where compensation is paid to mortgagees, pledgees or other creditors in respect of which the insurance has been taken out, Zurich may require them, if it so wishes - even if the contract has been carried out by them and to their own benefit - to make the payment on terms that validly allow the cancellation or exoneration of the debt as regards that part relating to the compensation amount.
2. The right referred to in the preceding paragraph does not comprise an obligation for Zurich nor does it imply any liability for it.

Clause 31

Automatic reduction of sum insured

Unless agreed otherwise, after the occurrence of a loss, the sum insured will be automatically reduced by the amount corresponding to the compensation amount awarded, without reimbursement of the premium.

Chapter X

Miscellaneous provisions

Clause 32

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 33

Communications and notifications between the parties

1. **Any communications and notifications by the Policyholder or Insured foreseen in this policy are deemed valid and effective if they are made to the registered address of Zurich Insurance Europe AG, or its branch office.**
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 effective.**
3. **The communications foreseen in this contract must be made in writing or be rendered by some other means of which there is a permanent record.**

4. 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 34 **Insurance of property under usufruct**

1. Unless otherwise stipulated in the policy, the insurance of property assigned to usufruct is deemed to have been taken out to the common benefit of the owner and the usufructuary, even if it is only contracted by one of them.
2. In the event of a loss, compensation shall be paid in return for a receipt signed by them jointly.

Clause 35 **Coinsurance scheme**

If the contract is established under a co-insurance scheme, it is subject to the provisions set forth in the Uniform Co-insurance Clause.

Clause 36 **Effectiveness in relation to third parties**

Exceptions, nullities and other provisions that, according to the law, are enforceable against the Policyholder or the Insured, shall also be enforceable against third parties who are entitled to benefit from this contract.

Clause 37 **Right of recourse**

1. Once the compensation has been paid in respect of the civil liability risk, Zurich has the right of recourse, in respect of the amount spent, against the Policyholder or the Insured who has intentionally caused the damage or has otherwise intentionally harmed Zurich after the loss.
2. Without prejudice to the provisions of special legislation, where there has been no wilful intent by the Policyholder or the Insured, the right of recourse obligation only exists to the extent that the loss has been caused or exacerbated by the fact that it has been invoked to exercise the right of recourse.

Clause 38 **Subrogation**

1. Zurich, once the compensation has been paid, shall 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 Policyholder or the Insured shall 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.
3. Partial subrogation shall not prejudice the right of the Insured in respect of the portion of the risk covered when it is concurrent with that of Zurich against the third party liable.
4. The provisions of number 1 shall not apply:
 - a) Against the Insured if the latter is responsible for the third party liable, according to the law;

b) Against the spouse, the unmarried partner, ascendants and descendants of the Insured who live with them and share housekeeping costs and expenses, unless the liability of these third parties is intentional or is covered by an insurance contract.

Clause 39

Applicable law

Unless otherwise provided for, this contract is subject to Portuguese law.

Clause 40

How to file complaints and arbitration

1. 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 Supervisory Authority - (www.asf.com.pt)
2. In any litigation arising under this contract, there may be recourse to arbitration, to be carried out under the terms of the law.
3. The Alternative Dispute Resolution (ADR) Centre specialising in the insurance sector is CIMPAS - Insurance Information, Mediation and Ombudsman Centre (available at www.cimpas.pt).
4. Except in cases where it is legally mandatory, Zurich Insurance Europe AG, Sucursal em Portugal shall resort to arbitration or any other alternative consumer dispute mechanism on a case-by-case basis and in accordance with the matters involved in each specific dispute.

Clause 41

Omissions

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

Clause 42

Venue

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

Clause 43

Economic and trade sanctions

1. All financial transactions are subject to compliance with the laws and regulations governing the 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 regarded as sanctioned persons, or if the purpose proves impossible to pursue under the laws and regulations governing economic and trade sanctions in force under Portuguese law.

Special Conditions

- 001 Acts of terrorism
- 002 Machinery breakdown
- 003 Garaged motor vehicles
- 004 Civil liability for dangerous animals
- 006 Solar panels
- 007 Photovoltaic panels
- 008 Seismic phenomena

001. Acts of terrorism

1. Under this Special Condition, when expressly contracted and up to the limit set out in the Specific Conditions, it is agreed that this contract covers material losses or damage directly caused to the insured goods as a result of:

- a) Acts of terrorism, i.e. any crimes, acts, facts or omissions considered as such under the criminal law in force and not expressly excluded from this special condition;
- b) Acts practised by any legally formed authority, on the occasion of the occurrences mentioned in a) to safeguard or protect property and people.

2. In the event of doubt, it is the responsibility of the Insured, whenever Zurich so requests, to prove that no part of the losses or damage found was due to other reasons unrelated with this insured risk.

3. It is expressly stated and agreed between the parties that Zurich may:

- a) Cancel this coverage at any time, on legal or regulatory grounds;
- b) At any time, with prior notice of thirty days, if, due to the impossibility of reinsurance coverage, Zurich can no longer underwrite it;
- c) At any time, giving prior notice of thirty days, alter the respective premium;
- d) If the Policyholder or the Insured fails to provide their consent in writing to the alteration to the premium, this cover shall be deemed to be null and void, without the need for any further notification, once said timeframe has elapsed;

Sole Paragraph: In this case, the Policyholder or the Insured will be entitled to receive the premium refund calculated in proportion to the period of time that shall have elapsed until its maturity.

001.1 Acts of terrorism - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a) Due to nuclear energy risks, as well as any damage, losses, costs or expenses of any nature that directly or indirectly have been caused or originated by a nuclear reaction, nuclear radiation or radioactive contamination, whether they are the result or the consequence, or are related therewith,

regardless of whether there is any other cause contributing concurrently or otherwise to the existence of said damage, losses, costs or expenses;

- b) Due to any weapon or apparatus that is designed or has the purpose of causing death, serious physical injury or property damage through the release, dissemination or impact of toxic, poisonous chemicals or their precursors;**
- c) Due to any weapon or device involving a biological agent or toxin;**
- d) Cyber-terrorism;**
- e) Caused by acts of vandalism, malicious acts or sabotage or by strikes, riots and public unrest;**
- c) Suspension of the ownership of the insured goods on a permanent or temporary basis resulting from confiscation, requisition or custody owing to any imposition of the legal or usurped power;**
- d) Theft, with or without break-in, directly or indirectly related with the risks covered by this clause;**
- e) The total or partial interruption of work or cessation of any ongoing work process, delay or loss of market, and/or any other similar indirect or consequential damages.**

001.2 Acts of terrorism - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

002. Machinery breakdown

1. Scope of coverage

Under this Clause, Zurich covers, up to the limits set, compensation for material damages caused by damage to machinery and systems inherent to the operation of the dwelling, such as lifts, service lifts, HVAC (heating, ventilation and air conditioning), emergency generators, pressostatic groups and other machinery or equipment designated in the Specific Conditions.

For the purposes of this cover, breakdown is defined as any sudden and unforeseen losses or damage which prevent the insured machines or installations from working normally, requiring repair or replacement, and which occur when they are working, at rest, to be dismantled, transferred or reassembled for the purposes of cleaning, inspection, repair or installation at another position.

2. Risks covered

This cover, within the limitations set out in the contract, will be effective if the damage is caused by:

- a) Defects in design, materials, manufacture or assembly which cannot be detected by external examination and which are unknown as at the date on which this insurance contract is signed;**
- b) Manoeuvring errors, lack of expertise, negligence and incompetence;**
- c) Fall, impact, collision or similar occurrences, obstruction or entry of foreign bodies;**

d) Direct effects of electric current, namely overvoltage and overcurrent, including those produced by atmospheric electricity, short circuits, arcs or other similar phenomena, even if any of these causes a fire, but in this case only damage to the machine that gave rise to the loss shall be covered;

e) Vibrations, misalignments or detachments of parts, abnormal loads, molecular fatigue, centrifugal force, excessive speed, defective lubrication, seizing, hydraulic shock, overheating, failure or defect in the protective, measuring or regulating instruments;

f) Breaking or bursting of boilers and similar devices, turbines, compressors, explosion-engine cylinders, hydraulic cylinders, flywheels and other centrifugal force components, transformers, switches or switching mechanisms immersed in oil;

g) Any other occurrences except those expressly excluded.

Sole Paragraph: The covers are only applicable once the equipment has been properly installed at the risk site designated in the Specific Conditions, and after having carried out the respective tests and smooth operating tests.

3. Obligations of the Insured

Subject to liability for any damage and losses, the Policyholder/Insured undertakes to:

a) Keep the insured machines and installations, as well as the safety instruments, in permanent good working order and upkeep;

b) Not to use the insured machinery or installations beyond their normal capacity;

c) Comply with and enforce the technical rules, legal regulations, specifications or recommendations of the manufacturers or assemblers;

d) In the event of a loss, interrupt the operation of any damaged property until it has been completely repaired.

4. Insurance value

4.1. It is hereby established that the insurance value for the goods under this Special Condition shall correspond to their replacement value, in other words, to the acquisition cost, as at the date of the loss, of a new item endowed with the same characteristics, functions and performance as the insured goods, including any possible packaging, freight, assembly costs, customs' duties, taxes and fees.

4.2. Whenever there is any change, even if partial, in the value of the insured goods, during the term of this Special Condition, the Policyholder/Insured shall immediately request from Zurich the relevant change to the insured amounts which, in the meantime, shall not come into force until Zurich specifically agrees therewith.

4.3. If, on the occasion of any loss, the insurance value is found to be lower than that required under point 1, the compensation payable shall be reduced in proportion to the difference between the insurance amount and that required by point 1.

5. Determination of losses

5.1. Any compensation for losses or damage covered by this Special Condition is determined on the following bases:

- a)** In the event of any damage which can be repaired, at the cost of the repairs required to restore the damaged property to the condition it was in immediately prior to the occurrence of the loss, including any disassembly and assembly costs, freight and customs' expenses, taxes and fees, less the amount of the stipulated deductibles and the value of the salvage;
- b)** In the event of total damage, at the replacement value of the damaged item immediately before the occurrence of the loss, including dismantling and assembly costs, freight costs, customs, taxes and fees, less the depreciation inherent to its age, use and condition and also the value of the stipulated deductibles and the salvage value.

5.2. Under no circumstances shall the compensation exceed the amount of the damage which has occurred.

5.3. When the cost of the repair is equal to or greater than the value of the insured property immediately prior to the occurrence of the loss, settlement shall be made in accordance with the criterion established in subparagraph b) of paragraph 1.

5.4. The cost of any interim repairs will only be paid by Zurich if said repairs are part of the final repairs and do not increase the total final cost of said repair.

5.5. The cost of any changes, additions or improvements to the damaged property is not liable to compensation under this Special Condition.

002.1 Machinery breakdown - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

- a)** Found in radiogenic elements or tubes, valves or diodes, amplifiers and high voltage switches, and any bulbs or light sources in general;
- b)** Found in replaceable tools, parts and fittings for a particular type of work, and also any models, dies, moulds and conveyor belts, cables, transmission belts and the like;
- c)** Found in any products and fluids inherent in the operation of the insured goods;
- d)** Caused by deterioration or wear and tear which is a natural consequence of the use or the operation, where any damage due to corrosion or incrustations shall be considered as such in this case;
- e)** Caused by the slow development of deformations, distortions, cracks, fractures, blisters, laminations, ruptures, splits or the rectification of joints or other defective joints, unless said defects result in the breakdown covered by this policy;
- f)** Whose legal or contractual liability is attributed to the manufacturer, supplier, assembler or party responsible for maintaining the insured goods;

- g) Due to any faults, failings or defects existing as at the date on which this contract is signed which are known to the Policyholder/Insured;**
- h) Caused directly or indirectly by abnormal conditions, experiments or tests that subject the insured goods to higher than normal stresses;**
- i) Due to the maintenance or return to service of the insured goods after detecting any irregularity in their operation, without regular operation having been restored by means of an overhaul or permanent repair;**
- j) Due to the use of parts or accessories not approved and/or recommended by the manufacturer;**
- k) Which constitute aesthetic defects, in particular, scratches on painted, polished, varnished or enamelled surfaces;**
- l) Which constitute expenses incurred with a view to eliminating operating failures, unless said failures have been caused by losses or damage occurring to the insured goods and liable to compensation under this Special Condition;**
- m) Which constitute expenses made for the maintenance of the insured goods. This exclusion also applies to replaceable parts during the course of said maintenance operations.**
- n) Damage to household electrical appliances (white goods, brown goods and small household appliances)**

002.2 Machinery breakdown - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

003. Garaged motor vehicles

Risks covered

1. Under this Special Condition and up to the limit set out in the Specific Conditions, the cover is for damage to motor vehicles which are insured and identified in the Specific Conditions (brand and registration) and belong to the Insured or members of their household as a result of “Fire, lightning or explosion” and “Theft or robbery”, when duly parked in the private and closed garage for the Insured’s exclusive use, included in or attached to the insured property and duly identified in the Specific Conditions.

For the purposes of this cover, the following are considered as vehicles:

- a) Moped, motorcycle, tricycle and quad bike**
- b) Passenger vehicle with up to 9 seats including driver**
- c) Goods vehicles with a maximum weight of up to 5,000kg**
- d) Agricultural tractors and motorised tillers**

e) Agricultural and other trailers up to 3500kg

f) Recreational boats up to 7 metres

2. In the event of a loss, the compensation will be based on the market value of the vehicle at the date of the loss.

3. Regarding the risk of theft or robbery:

a) Zurich only guarantees the Theft or Robbery of the vehicle in question in its entirety;

b) Should there be a theft or robbery which gives rise to the disappearance of the vehicle, Zurich undertakes to pay the compensation due, once 60 (sixty) days have elapsed since the date of reporting the occurrence to the competent authority if, at the end of said period, the vehicle has not been found.

003.1 Garaged motor vehicles - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following losses or damage are also excluded:

a) Loss, destruction or deterioration of any accessory part, device or instrument incorporated into the vehicle, caused by the risk of theft or robbery;

b) Theft or robbery of any goods and/or valuables that are inside the vehicle.

c) "Open-air" vehicles in unenclosed spaces, in common areas of use or in open-air parking, and vehicles in buildings wholly or partially intended for agricultural, commercial or industrial use.

003.2 Garaged motor vehicles - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

004. Civil liability for dangerous animals

1. Risks covered

Under this Special Condition and, up to the limit set out in the Specific Conditions, the compensation that is legally payable to the Insured for holding a dangerous or potentially dangerous animal, also identified in the Specific Conditions, is covered.

The compensation limit covered by this Special Condition shall always at least correspond to the minimum value provided for by law.

Zurich's liability under this cover is limited to events occurring in Portugal during the year the policy is in force and claimed up to one year after termination of the contract.

2. Right of recourse

Once the compensation has been settled, Zurich only has right of recourse against the Insured:

- a) For compensation paid in respect of malicious acts or omissions by the Insured or by persons for whom they are civilly liable, or by the keeper of the animal;**
- b) For damage arising out of the acts or omissions of the Insured, or of persons for whom they are civilly liable, or of the keeper of the animal, when committed in a state of dementia or under the influence of alcohol, narcotics or other toxic drugs or products.**

004.1 Civil liability for dangerous animals - Exclusions

The following losses or damage are excluded from the scope of this cover:

- a) Caused to the employees, salaried workers or agents of the Insured, when employed by the latter, provided that such damage results from an accident that is covered by occupational accident legislation;**
- b) Caused to the partners, managers, legal representatives or agents of the legal person whose liability is covered;**
- c) Caused to any persons whose liability is covered by this contract, as well as to the Insured's spouse, unmarried partner and ascendants and descendants or persons who live with them or are their dependants, as well as the keeper, guardian or user of the animal;**
- d) Caused by animals during their participation in shows, competitions, contests, exhibitions, advertising and similar events;**
- e) Caused by animals when hunting, which, under the law, must be subject to compulsory civil liability insurance;**
- f) Due to the liability for accidents involving vehicles which, under the terms of the law, must be subject to compulsory civil liability insurance;**
- g) Arising from costs and any other expenses arising from criminal proceedings, sureties, fines, penalties, fees or other charges of an identical nature;**
- h) Caused by the failure to comply with the legal provisions in force governing the keeping of pet animals;**
- i) Caused by the transport of animals in vehicles not suitable for that purpose, as well as those caused to vehicles transporting animals;**
- j) Caused to other animals of the same species;**
- k) Arising from failure to comply with advisable hygiene, prophylactic and therapeutic measures in the event of infectious or parasitic diseases;**
- l) Occurring as a result of war, strikes, lock-out, riots, civil commotions, attacks, sabotage, terrorism, acts of vandalism, civil or military uprisings or decisions by an authority or forces usurping the authorities, assaults or air piracy.**

004.2 Civil liability for dangerous animals - Deductibles not enforceable against injured third parties

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

The deductible may not be enforced against injured third parties or their heirs.

006. Solar panels

Risks covered

1. Under this Special Condition, when expressly contracted in the Specific Conditions and with the limitations set out in the contract, the thermal solar panels installed in the insured property covered in this policy, or alternatively, installed in land adjacent to the same, are covered, provided that the land belongs to the Policyholder/Insured or, if it belongs to a third party, there is express authorisation for this.

2. Without prejudice to the risks contracted under the Basic Coverage and/or the Supplementary Coverage, this Special Condition is exclusively intended to cover the specific exclusions applicable to solar panels provided for in the following covers:

- Storms
- Subsidence
- Acts of vandalism
- Strikes, riots and public unrest
- Theft or robbery
- Electric risks

006.1 Solar panels - Exclusions

1. In addition to the general exclusions provided for in [clause 6](#) of Chapter III, and without prejudice to point 2 of this Special Condition, the specific exclusions of the coverages mentioned in point 2 shall also apply.

2. Also excluded is damage:

- a) Arising from the assembly, repair or maintenance of the respective solar panels, structures and mooring cables;
- b) Arising from construction, repair, cleaning or conversion work on the building;
- c) To the tubes or pipes of the installation due to wear and tear from usage or any malfunction;

006.2 Solar panels - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

007. Photovoltaic panels

Risks covered

1. Under this Special Condition, when expressly contracted in the Specific Conditions and with the limitations set out in the contract, the thermal solar panels installed in the insured property covered in this policy, or alternatively, installed in land adjacent to the same, are covered, provided that the land belongs to the Policyholder/Insured or, if it belongs to a third party, there is express authorisation for this.

2. Without prejudice to the risks contracted under the Basic Coverage and/or the Supplementary Coverage, this Special Condition is exclusively intended to cover the specific exclusions applicable to photovoltaic panels provided for in the following covers:

- Storms
- Subsidence
- Acts of vandalism
- Strikes, riots and public unrest
- Theft or robbery
- Electric risks

007.1 Photovoltaic panels - Exclusions

1. In addition to the general exclusions provided for in [clause 6](#) of Chapter III, and without prejudice to point 2 of this Special Condition, the specific exclusions of the coverages mentioned in point 2 shall also apply.

2. Also excluded is damage:

- a) Arising from the assembly, repair or maintenance of the respective solar panels, structures and mooring cables;**
- b) Arising from construction, repair, cleaning or conversion work on the building;**
- c) To the tubes or pipes of the installation due to wear and tear from usage or any malfunction;**

007.2 Photovoltaic panels - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

008. Seismic phenomena

1. Risks covered

Under the terms of this Special Condition, this contract covers damage caused to the insured goods (buildings and/or contents) as a result of the direct action of earth tremors, earthquakes, volcanic eruptions, tsunamis and underground fire as well as fire resulting from said phenomena.

Any occurrences happening within a period of 72 hours after the initial damage found to the insured goods will be considered as a single loss.

008.1 Seismic phenomena - Exclusions

In addition to the general exclusions provided for in [Clause 6](#) of Chapter III, the following are also excluded:

- a) Damage already existing at the date of the loss;
- b) Constructions of recognised fragility (such as wood or plastic sheets), as well as those in which so-called resistant building materials do not predominate by at least 50% as well as any objects located in the interior of the aforementioned constructions;
- c) Any buildings which are wholly or partially unoccupied and for demolition;
- d) Losses or damage to the insured goods if, at the time of the event, the building was already damaged, defective, collapsed or displaced from its foundations, in such a way as to affect its overall stability and security;
- e) Losses or damage for which a third party, as the supplier, assembler, builder or designer, is contractually liable.

008.2 Seismic phenomena - Deductibles

In the event of a loss, the deductible declared in the Specific Conditions must always be deducted from the compensation payable by Zurich.

Specific Conditions

(Applicable in accordance with that indicated in the Policy)

801 Indexed updating of sums insured

802 Contracted updating of sums insured

803 Endorsement

804 Creditor

805 Calculation of premium

806 Table forming the basis for calculating any compensation due owing to permanent disability as the result of an accident

807 Risk covers, by insured item, in the basic coverage and supplementary coverage

808 Sums insured, deductibles and cover limits for basic coverage and supplementary coverage

809 Home Help - Covers and Compensation Limits

810 Uninhabitability

811 Non-application of deductible on Electrical Risks owing to the use of a Contracted Network

812 Outdoor property or on balconies, terraces, porches and lobby

801. Indexed updating of sums insured

1. Notwithstanding the provisions of [Clause 21](#) of the General Conditions, it is expressly agreed that the sum insured by this contract, relating to the building identified in the Specific Conditions, is automatically updated on each annual maturity date, according to the variations of the index published quarterly by the Supervisory and Pension Fund Authority in accordance with Article 135(1) of the Legal Framework for Insurance Contracts, approved by Decree-Law no. 72/2008 of 16 April.

2. The parties may agree in the Specific Conditions to a lower frequency than annual for the update provided for in the previous paragraph.

3. The updated sum insured, detailed on the receipt of the premium, corresponds to the multiplication of the sum shown in the Specific Conditions by the factor resulting from dividing the maturity index by the base index.

4. The premium reflects the capital updated in accordance with the previous paragraph.

5. The following definitions apply for the purposes of this Special Condition:

a) Base Index means the index corresponding to the start date of the policy or the contracting of this cover, without prejudice to paragraph 8 of this Special Condition;

b) Maturity index means the index corresponding to the start date of each annual period, in accordance with paragraph 7.

6. The base index is indicated in the Specific Conditions of the contract, with the maturity index mentioned on the receipt of the premium.

7. The indices referred to in paragraph 5 shall be applied to each contract in accordance with the table provided in the Specific Conditions.

8. If, at the request of the Policyholder, there is an increase to the sum insured, either by revaluing the insured goods, improvements or by adding new goods, the base index indicated in the contract is replaced

by the index corresponding to the quarter in which this change occurred, in accordance with the table referred to in the previous paragraph.

9. Unless otherwise agreed, only the value of the insured building or its insured proportion shall be updated in accordance with paragraphs 1 and 3.

10. The stipulations of this Clause do not exempt the Policyholder from proceeding with an appropriate review of the sum insured, either through a revaluation of the insured goods, enhancements or improvements, or through the inclusion of new goods.

11. In the event of a loss, there are no grounds for the application of the proportional rule provided for in paragraph 1 of [Clause 21](#) of the General Conditions of the policy if the sum insured is equal to or greater than 85% of the cost of reconstruction of the insured goods.

12. The Policyholder may waive the indexing set out in this Special Condition as long as they notify Zurich, giving at least 60 days' notice prior to the annual policy maturity.

Indexed updating of sums insured

Start and annual maturity of the policy	IE Index (Building Index) published by ASF in
1st quarter of each year	October of previous year
2nd quarter of each year	January of the same year
3rd quarter of each year	April of the same year
4th quarter of each year	July of the same year

802. Contracted updating of sums insured

1. Notwithstanding the provisions of [Clause 21](#) of the General Conditions, it is specifically agreed that the sum insured by this policy, stated in the Specific Conditions, is automatically updated on each annual maturity date or other agreed time frequency, by applying the percentage indicated for that purpose in the Specific Conditions.

2. The updated sums insured are shown on the corresponding premium receipt, relating to the next annual period or to the non-annual contractual period agreed upon.

3. The stipulations of this Clause do not exempt the Policyholder from proceeding with an appropriate review of the sum insured, either through a revaluation of the insured goods, enhancements or improvements, or through the inclusion of new goods.

4. In the event of a loss, there are no grounds for the application of the proportional rule provided for in paragraph 1 of [Clause 21](#) of the General Conditions of the policy if the sum insured is equal to or greater than 85% of the cost of reconstruction of the insured goods.

5. The Policyholder may waive the updating set out in this Special Condition as long as they notify Zurich, giving at least 60 days' notice prior to the annual policy maturity.

803. Endorsement

Under this Specific Condition, it is specifically agreed that this endorsement has been issued in accordance with the request filed with Zurich and it does not render the policy nor any previous endorsements unsatisfactory nor void, all of whose terms and conditions shall remain in force, except insofar as that amended by this endorsement which shall thereby become an integral part of said policy.

The date of coming into force is that which is referred to as the beginning of the period on the receipt and/or that stated in this endorsement.

804. Creditor

Zurich shall not cancel this policy or make any change, except for a capital increase, or pay any compensation for claims relating to interests protected by this contract, without prior notice to the creditor(s) declared in the Specific Conditions.

805. Calculation of premium

The method of calculating the premium will take into consideration the following risk factors: The type of dwelling, the sum insured, year and location of construction and levels of prevention and security.

806. Table forming the basis for calculating any compensation due owing to permanent disability as a result of an accident

A - TOTAL PERMANENT DISABILITY

%

- Total loss of two eyes or vision in two eyes	100
- Complete loss of use of both lower or upper limbs	100
- Incurable and total mental alienation, resulting directly and exclusively from an accident	100
- Complete loss of both hands or feet	100
- Complete loss of one arm and one leg or one hand and one leg	100
- Complete loss of one arm and one foot or one hand and one foot.....	100
- Complete hemiplegia or paraplegia	100

B - PARTIAL PERMANENT DISABILITY

HEAD

%

- Complete loss of one eye or half reduction of binocular vision	25
- Total deafness.....	60
- Complete deafness in one ear	15
- Post-traumatic brain injury syndrome, without objective signs	5
- Post-traumatic generalised epilepsy, one or two seizures per month, with treatment	50
- Absolute anosmia	4
- Fracture of the bones of the nose or nasal septum with respiratory distress	3
- Total, unilateral nasal stenosis	4
- Unconsolidated lower jaw fracture	20
- Total or near total loss of teeth: . with possibility of prosthesis	10
. without any possibility of prosthesis	35
- Complete ablation of the lower jaw	70
- Loss of skull substance affecting both plates and with a maximum diameter: . of 2cm.....	15
. greater than 2cm and equal to or less than 4cm	25
. greater than 4cm	35

UPPER LIMBS AND SHOULDERS (R=Right/L=Left)

%

	R	L
- Collar bone fracture with clear sequelae	5	3
- Shoulder stiffness, not very pronounced	5	3
- Shoulder stiffness, forward projection and abduction not reaching 90°	15	11
- Complete loss of shoulder movement	30	25
- Amputation of the arm at the upper third or complete loss of arm use	70	55
- Complete loss of the use of one hand	60	50
- Unconsolidated fracture of an arm	40	30
- Pseudarthrosis of both bones of the forearm	25	20
- Complete loss of use of elbow movement.....	20	15
- Amputation of the thumb:		
. losing the metacarpal	25	20
. preserving the metacarpal	20	15
- Amputation of index finger	15	10
- Amputation of middle finger	8	6
- Amputation of ring finger	8	6
- Amputation of little finger	8	6
- Complete loss of wrist movements	12	9
- Pseudarthrosis of a single bone of the forearm	10	9
- Fracture of the 1st metacarpal with sequelae that lead to functional incapacity	4	3
- Fracture of the 5th metacarpal with sequelae that lead to functional incapacity	2	1

LOWER LIMBS

%

- Disarticulation of a lower limb by the hip joint or complete loss of the use of a lower limb.....	60
- Amputation of the thigh at the middle third	50
- Complete loss of use of one leg below the knee joint	40
- Complete loss of foot	40
- Unconsolidated thigh fracture	45
- Unconsolidated fracture of one leg	40
- Partial amputation of a foot, comprising all the toes and a part of the foot	25
- Complete loss of hip movement	35
- Complete loss of knee movement	25
- Complete ankylosis of the ankle in favourable position	12
- Moderate sequelae of transverse patella fracture	10
- Shortening of a lower limb by:	
. 5cm or more.....	20
. 3 to 5cm	15
. 2 to 3 cm	10
- Amputation of the big toe with its metatarsal	10
- Complete loss of any toe, excluding big toe	3

SPINE-CHEST

%

- Fracture of the cervical spine without spinal cord injury	10
- Fracture of the dorsal or lumbar spine:	
- Compression with clear spinal stiffness without neurological signs	10
- Cervicalgia with clear spinal stiffness	5
- Low back pain with clear spinal stiffness	5
- Paraplegia fruste, able to walk, spasmodicity dominating the paralysis	20
- Radicular pain with irradiation (mild form)	2
- Isolated fracture of the sternum with minor sequelae	3
- Uni-costal fracture with minor sequelae	1
- Multiple rib fractures with major sequelae	8
- Residues of a traumatic stroke with radiological signs	5

ABDOMEN

%

- Ablation of the spleen, with haematological sequelae, without clinical manifestations	10
- Nephrectomy	

807. Risk covers, by insured item, in the basic coverage and supplementary coverage

Basic coverage		Scope	
		Property	Contents
1	Fire, lightning and explosion	•	•
2	Storms	•	•
3	Flooding	•	•
4	Geological accidents	•	•
5	Water damage	•	•
6	Investigation of failure or breakdown	•	
7	Aesthetic damage	•	
8	Damage to underground pipes	•	
9	Electrical risks - sum insured for primary risk	•	•
10	Refrigerated goods		•
11	Theft or robbery		•
12	Theft-related damage to the property	•	
13	Theft of money		•
14	Robbery against insured persons		•
15	Breakage of mirrors, glass and sanitaryware	•	•
16	Accidental falling of fixed furniture	•	•
17	Civil liability of the Insured and members of the household	•	•
18	Non-contractual civil liability - damage caused by the insured goods	•	•
19	Demolition and removal of debris	•	•
20	Removal of mud	•	•
21	Breakage or falling of aerials	•	
22	Breakage or accidental falling of solar panels	•	
23	Reconstruction of walls, gates and fences	•	

Basic coverage		Scope	
		Property	Contents
24	Restoration of gardens	•	
25	Collision of land vehicles and animals	•	•
26	Collision by solid objects	•	•
27	Temporary loss of use of rented or occupied premises	•	•
28	Temporary move		•
29	Loss of rent	•	
30	Expenses on the insured dwelling	•	
31	Damage to landlord's property		•
32	Damage to employees' property		•
33	Aircraft crash	•	•
34	Strikes, riots and public unrest	•	•
35	Acts of vandalism	•	•
36	Smoke	•	•
37	Heat damage	•	•
38	Leakage from heating and air-conditioning systems	•	•
39	Acts of authorities, public and emergency services	•	
40	Document-related expenses	•	•
41	Replacement of documents		•
42	Technicians' fees	•	•
43	Breakdown of home automation systems	•	
44	Personal accidents	•	•
45	Adaptation of property due to accident	•	
46	Home help	•	•

Additional coverages		Scope			
		Property	Contents	Vehicle	Animal
001	Acts of terrorism	•	•		
002	Machinery breakdown		•		
003	Garaged motor vehicles			•	
004	Civil liability for dangerous animals				•
006	Solar panels	•			
007	Photovoltaic panels	•			
008	Seismic phenomena	•	•		

808. Sums, deductibles and cover limits for basic coverage and supplementary coverage

Basic coverage		Deductibles *	Compensation limits by loss and annual period
1	Fire, lightning and explosion	No deductibles	Sum insured
2	Storms	Optional	Sum insured
3	Flooding	Optional	Sum insured
4	Geological accidents	Optional	Sum insured
5	Water damage	Optional	Sum insured
6	Investigation of failure or breakdown	Optional	€2,500

Basic coverage		Deductibles *	Compensation limits by loss and annual period
7	Aesthetic damage	No deductibles	€2,500
8	Damage to underground pipes	Optional	€2,500
9	Electrical risks - sum insured for primary risk	€100	In accordance with the agreed value of at least EUR 5,000
10	Refrigerated goods	No deductibles	€375
11	Theft or robbery	Optional	Sum insured
12	Theft-related damage to the property	Optional	Sum insured
13	Theft of money	No deductibles	€250
14	Robbery against insured persons: <ul style="list-style-type: none"> • Personal items • Theft of money • Personal documents • Medical expenses 	No deductibles	€125 €125 €250 €250
15	Breakage of mirrors, glass and sanitaryware	Optional	€10,000
16	Accidental falling of fixed furniture	Optional	€1,250
17	Civil liability of the Insured and members of the household	Optional	€50,000
18	Non-contractual civil liability - damage caused by the insured goods	Optional	€50,000
19	Demolition and removal of debris	No deductibles	10% of sum insured
20	Removal of mud	Optional	Sum insured
21	Breakage or falling of aerials	Optional	Sum insured
22	Breakage or accidental falling of solar panels	Optional	Sum insured
23	Reconstruction of walls, gates and fences	Optional	€10,000
24	Restoration of gardens	Optional	€10,000
25	Collision of land vehicles and animals	No deductibles	Sum insured
26	Collision by solid objects	No deductibles	Sum insured
27	Temporary loss of use of rented or occupied premises	No deductibles	€2,500, maximum of 180 days
28	Temporary move	No deductibles	€750
29	Loss of rent	No deductibles	€10,000, maximum of 12 months
30	Expenses on the insured dwelling	No deductibles	€450, maximum of 90 days
31	Damage to landlord's property	Optional	Sum insured
32	Damage to employees' property	No deductibles	€500
33	Aircraft crash	No deductibles	Sum insured
34	Strikes, riots and public disorder	Optional	Sum insured

Basic coverage		Deductibles *	Compensation limits by loss and annual period
35	Acts of vandalism	Optional	Sum insured
36	Smoke	Optional	Sum insured
37	Heat damage	No deductibles	€250
38	Leakage from heating and air-conditioning systems	Optional	Sum insured
39	Acts of authorities, public and emergency services	No deductibles	Sum insured
40	Document-related expenses	No deductibles	€750
41	Replacement of documents	No deductibles	€750
42	Technicians' fees	No deductibles	€750
43	Breakdown of home automation systems	No deductibles	€500
44	Personal accidents <ul style="list-style-type: none"> • Death or permanent disability • Treatment costs 	No deductibles	€10,000 €1,000
45	Adaptation of property due to accident	No deductibles	€15,000
46	Home help	No deductibles	•

Additional coverages		Deductibles *	Compensation limits by loss and annual period
001	Acts of terrorism	Optional	Sum insured
002	Machinery breakdown	Optional	Sum insured
003	Garaged motor vehicles	Optional	Sum insured
004	Civil liability for dangerous animals	10%	€50,000 per insured animal
006	Solar panels	5%	Sum insured
007	Photovoltaic panels	5%	Sum insured
008	Seismic phenomena	5%	Sum insured

* Optional deductibles

The choice of a deductible system applies the same uniformly to all the covers identified in Specific Condition 808 with optional deductible.

The following absolute fixed deductible schemes are available: "No deductibles", €100, €250 and €500.

The "No deductibles" scheme is applied by default.

809. Home Help - Covers and Compensation Limits

Table 1 - Covers for assistance in the event of a loss	Compensation limit
1.1 Sending of professionals	Unlimited
1.2 Hotel and transport costs	€600

1.3 Furniture transport		€600
1.4 Laundry and restaurant costs		€600
1.5 Guarding the residence		96 hours or €10/hour, maximum of €960/year
1.6 Keeping of domestic animals (dogs and cats)		10 days or 50km in case of transport
1.7 Loss or theft of keys		Maximum €150/year
1.8 Early return	Transport	Unlimited
	Hotel	Maximum €150/year
1.9 Legal advice in the event of theft		Unlimited
1.10 Replacement of video/TV, dishwasher and washing machine, refrigerator and water heater		20 days or €400
1.11 Transmission of urgent messages		Unlimited

Table 2 - Covers in the event of illness or accident occurring in the insured dwelling		Compensation limit
2.1 Costs for a nursing professional and per medical prescription		120 hours
2.2 Home delivery of medicines		Unlimited
2.3 Sending a doctor to the home Co-payment per doctor's visit €30.00	Medical consultation	Maximum €100
	Transport	Unlimited
2.4 Transport to the hospital closest to home		Unlimited
2.5 Information service and booking appointments and tests		Unlimited
2.6 Home help after return from hospital		30 days, maximum of €450/year
2.7 Home help		30 days, maximum of €450/year
2.8 Interruption of travel as a result of the hospitalisation or death of an Insured Person		Unlimited
2.9 Return to the place of origin to recover the vehicle or continue the journey		Unlimited
2.10 Childcare costs		10 days, maximum of €100
2.11 Procuring medicines		Unlimited

Table 3 - Cover for telephone helpline for symptoms and questions	Compensation limit
3.1 Telephone helpline for symptoms and questions 24 hours a day/365 days a year	Unlimited
3.2 Transport by ambulance	Unlimited

Table 4 - Assistance to Persons Cover		Compensation limit
4.1 Medical transport or repatriation of the ill and injured		Unlimited
4.2 Accompaniment during medical transport or repatriation		Unlimited
4.3 Accompaniment of a hospitalised Insured Person		€60/day, maximum of €600
4.4 Return ticket and accommodation for a family member	Transport	Unlimited
	Accommodation	€60/day, maximum of €600
4.5 Hotel stay extension		€60/day, maximum of €600
4.6 Transport or repatriation of Insured Persons		Unlimited
4.7 Medical, surgical, pharmaceutical and hospitalisation expenses abroad		€3,000/person or journey, maximum of €15,000 per loss

4.8 Transport or repatriation of the deceased and accompanying insured persons	Transport	Unlimited
	Accommodation	€60/day, maximum of €600
4.9 Early return		Unlimited
4.10 Assistance to the beneficiary in the event of theft of luggage abroad up to a limit of 100kg		Unlimited
4.11 Advance of funds abroad		€2,000
4.12 Return of luggage abroad		Unlimited
4.13 Locating and shipping emergency medicines		Unlimited
4.14 Luggage loss on a scheduled flight		€100
4.15 Message transmission		Unlimited

Table 5 - Cover for sending of professionals and access to other services	Compensation limit
Sending of professionals and access to other services	Unlimited

810. Uninhabitability

It is expressly agreed and accepted that, in accordance with the statements included in the insurance proposal, if the insured dwelling is uninhabited for a period longer than 60 (sixty) consecutive days, the exclusions provided for in paragraph 2 of cover 2.11 theft or robbery shall apply.

811. Non-application of deductible with Electrical Risks owing to the use of an Agreed Network

1. It is specifically agreed and accepted that whenever the Insured uses the contracted network of providers for the appraisal and/or repair of the insured mobile equipment that has been damaged following an electrical risk covered by the policy under point 2.9 of [Clause 4](#), Zurich waives the deductibles contractually provided for in the Specific Conditions.

2. It is further stated that the scheme provided for in the previous paragraph only applies when there is an agreed network of Zurich providers and if the mobile equipment is actually repaired by the provider.

812. Outdoor property or on balconies, terraces, porches and lobby

It is expressly agreed and accepted that this policy covers items that are outdoors, on balconies, terraces, porches and halls that are not closed, or in buildings or units that cannot be closed or whose accesses cannot be locked or secured, as stated in the insurance proposal.