

Mobility Guarantee Cove

General and special terms and conditions of mobility guarantee cover



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 **ayvens**
SOCIETE GENERALE GROUP

PREAMBLE

An insurance contract is hereby entered into by and between the insurance company Euro Insurances DAC (hereinafter, the “Insurer”) and the Policyholder named in the Special Conditions, governed by the General, Special and Particular Terms and Conditions of this policy, based on the proposal of which it forms an integral part.

CLAUSE 1 - Definitions

For the purposes of this cover:

Insurer means the entity that is legally authorised to exploit the insurance contract that is a signatory to this contract.

Policyholder means the person or entity who takes out the contract with the Insurer and is responsible for paying the premiums.

Insured Party means the person or entity in whose interest the contract is entered into.

Deductible means the fixed value, in the event of a Claim, for which the Policyholder remains liable, as stipulated in the special terms and conditions, although with no entitlement to object to third parties.

Claim means an event or set of events resulting from a single cause that is susceptible to bringing into effect the guarantees under the contract.

Negligence means omission of the duty of diligence, where required diligence is that taken by a reasonable person in the same circumstances. It refers to acts in which the agent, foreseeing an illicit result as a possibility, fails to take the necessary precautions to avoid it, acting without due care and prudence, or situations in which the agent fails to see the harmful result, either because of oversight or carelessness, when such result was to be expected if due care and consideration had been taken (e.g. changes of fuel when refilling, damage caused by overheating, engine seizures having failed to immobilise the vehicle, damage caused by failure to comply with the manufacturer's service schedule, etc.).

Impact means contact by the vehicle with another fixed body or suffered by the vehicle when stationary.

Collision means contact between the vehicle and any other body in motion.

Overturning means an accident in which the vehicle loses its normal position.

Acts of Vandalism means strike action, lock-outs and other industrial action, riots, mutinies or other disturbances of public order, terrorism or sabotage and acts of malice or vandalism;

Fire/Lightning/Explosion means lightning strike, fire or explosion the causes of which are external to the vehicle, regardless of whether the vehicle is in motion or stationary, parked in a garage or in any other place.

Isolated Glass Breakage during theft or robbery means illegitimately taking from the locked vehicle, during the course of robbing from or stealing or attempting to rob or steal the vehicle, resulting in the disappearance, destruction or damage to or in the vehicle, in the removal of fixed parts or parts that are essential for the use of the vehicle and the removal of accessories.

Natural Phenomena:

- a) mudslides, landslides, rock falls and land collapses due to geological phenomena;
- b) collapsing tunnels, bridges or other engineering works;

- c) falling aircraft: Impact or fall of all or part of an aircraft or spacecraft or any objects falling or breaking off from an aircraft or spacecraft;
- d) falling tiles, chimneys, walls, trees or other objects;
- e) seismic phenomena: earth tremors, earthquakes, volcanic eruptions, tsunami and underground fires;
- f) lightning strikes: impact caused by atmospheric electrical discharge;
- g) floods: the damaging consequences of broken sewers, storm drains, drains, dikes and dams, and torrents or overflowing natural or artificial watercourses;
- h) hailstorms;
- i) flash floods or torrential rain: atmospheric precipitation with an intensity measured by a rainfall gauge of over ten millimetres in ten minutes;
- j) storms: typhoons, cyclones, hurricanes, tornadoes and anything carried or thrown by such phenomena (when the intensity is over 100 Km/hour).

Financially Unviable refers to the circumstance when repair is possible but the cost would exceed the financial value of the vehicle, in accordance with the lessor's records.

When repair is not materially possible or technically advisable if the applicable safety requirements are to be met.

CLAUSE 2 – Ambit and cover guarantees

1. This contract covers the risks derived from the negligent use thereof, in accordance with the ambit of cover and corresponding exclusions. The following are thus guaranteed:

1.1. Damage caused to the vehicle in consequence of its use, including damage caused or worsened by the driver's Negligence, particularly damage to:

1.1.1 Forecarriage and rearcarriage;

1.1.2 Braking system;

1.1.3 Engine;

1.1.4 Fuel and injection system;

1.1.5 Exhaust system;

1.1.6 Gear shift/transmission;

1.1.7 Climate-control system (air-conditioning and heating);

1.1.8 Electrical and electronic systems;

1.1.9 Factory-built accessories and equipment or those included under “Options” in the Contract between Ayvens and the client.

2. This Insurance Contract guarantees, in relation to damage occurring within the territorial ambit set out in clause 3 herein, the obligation to provide compensation, within the limits and terms and conditions agreed, for comprehensive cover.

CLAUSE 3 - Exclusions from cover

1. Damage caused to the following components of the vehicle is excluded from this cover:

- Bodywork and Interiors;
- Any Accessories or Equipment that is not factory-installed or not listed in the “Options” in the contract between Ayvens and the client. Further excluded is any equipment subsequently applied by the client as part of his professional activities, such as:
 - refrigeration equipment;
 - cranes;
 - pulleys;
 - lift platforms;
 - hydraulic pumps;
 - etc.
- Clutch and flywheel kits.

2. Further excluded from the ambit of this cover is any damage or damages caused directly or indirectly by the following events:

- damage caused by the action of Impacts, Collisions, Overturning, Meteorological Phenomena, Landslides, Acts of Vandalism, Social and Political Risks (strikes and riots), Acts of Terrorism, Fire/Lightning/Explosion, Isolated Glass Breakage and Burglary or Theft;
- damage resulting in loss of income or profits to be borne by the lessor or derived from deprivation of use, replacement costs, depreciation costs, wear and tear or natural or the natural consumption of the insured vehicle;
- damage caused, intentionally or voluntarily, by the Policyholder, by the Insured Party, by the driver, by any other occupants of the vehicle or by any person or animal cohabiting with the aforementioned persons or for whom or for which said persons have civil liability;
- damage caused when the insured vehicle is being driven by a person under the effects of alcohol, i.e. with a blood-alcohol level in excess of the legally permitted limit, or under the effect of narcotics, other drugs or toxic substances, or in a state of dementia;
- damage caused with the driver of the insured vehicle is not legally licensed to drive;
- damage caused when the insured vehicle is participating in competitions, sporting events or training sessions;
- damage caused by objects being transported or during the course of loading or unloading operations, and damage caused to objects or merchandise being carried in the insured vehicle, including objects or merchandise owned by any passengers;
- damage caused during the transport of fuel or other inflammable, explosive or toxic substances, when the insured vehicle is not authorised to effect such transport and no specific cover for such risk has been taken out;
- damage due, directly or indirectly, to explosion or the release of heat or radiation, from the fission or fusion of atoms, from artificial particle acceleration or radioactivity;
- damage caused in consequence of falling aircraft or collapsed tunnels, bridges or other engineering works;

- damage caused by anomalies occurring to third parties' vehicles (e.g., the disintegration of parts of the vehicle impacting against that of a third party and causing personal injuries).

CLAUSE 4 – Territorial ambit

The guarantees contracted are limited to the territory of mainland Portugal and the autonomous regions of the island of Madeira and the Azores, unless otherwise specified in the Special or Specific Terms and Conditions.

CLAUSE 5 – Commencement of the contract

This contract shall come into effect on the day and at the time when it is signed and accepted by the Insurer, provided that payment of the corresponding Premium has been made, as required under the applicable regulations, and shall remain in effect for the term fixed under the specific terms and conditions of the policy.

CLAUSE 6 – Contract term

1. The contract may be entered into for a specific fixed period (temporary insurance) or for one year, renewable annually and successively.
2. If the contract is entered into for a certain time period it shall cease to be in effect 24 hours after the last day of the term.
3. If the contract is entered into for one year, renewable for successive annual periods, it shall be deemed to be tacitly renewed for annual periods unless either of the Parties gives notice to the contrary by certified post at least 30 days before the end of the annual period in question.e.

CLAUSE 7 - Termination, reduction and other changes to the contract

1. Either of the contracting Parties may, at any time, withdraw the contracted cover from the contract by giving at least 30 days' written notice in respect of the date upon which it is intended that the end or modification of cover will take effect.
2. Unless expressly agreed otherwise:
 - a) if such reduction or termination occurs on the initiative of the Insurer, the portion of the premium corresponding to the time remaining until the end of the contract period shall be returned to the Policyholder;
 - b) if such reduction or termination occurs on the initiative of the Policyholder, the Insurer may retain up to 50% of the premium corresponding to the remaining contract period.
3. If the total loss or sale of the vehicle damaged by a one event for which a third party is liable, resulting in the termination of the contract and the cancellation of the insured value, the Insurer shall return to the Policyholder the portion of the premium received in proportion to the date of such loss and the end of the remaining contract period.
4. The foregoing paragraph shall not apply if the Insurer has made any payment in consequence of the Claim.
5. Provided that the Policyholder does not coincide with the Insured Party, the latter shall be given at least 30 days' notice of any reduction in or cancellation of the cover contracted.
6. In the event that any of the rights should apply, notice shall also be given to the corresponding persons or entities.

7. This contract shall be deemed null and void and any Claim without effect if the Policyholder or the Insured Party has made any inaccurate statements or has omitted any facts or circumstances of which they had knowledge that might have affected the existence or conditions of the Contract.

If such statements or omissions have been made in bad faith, the Insurer shall be entitled to keep the premium, without prejudice to the contract being deemed null and void.

CLAUSE 8 - Deductible

1. The Policyholder shall be liable for a portion of the corresponding compensation at the fixed value of 500 euros per Claim.
2. The deductible shall always be deducted upon payment of the compensation, even if the Insurer makes such payment directly to the repairers or any other parties.

CLAUSE 9 - Payment of premiums

1. The premium or first instalment shall be payable on the date of entering into the contract, the effectiveness of which shall depend on such payment.
2. Subsequent premiums or instalments shall be paid on the days fixed in the policy, in which case the arrangements set out in subclauses 3–5 hereinbelow shall apply.
3. The Insurer undertakes, no later than 60 days before the due date for the next Premium or fraction, to give written notice to the Policyholder, indicating the sum payable, the method and place of payment and the consequences of any failure to pay the premium or instalment due.
4. In insurance contracts for which the payment of the premium is divided into instalments that are more frequent than quarterly, and provided that the corresponding due dates and sums payable and the consequences of any failure to make due payment are set out in the contract, the Insurer may opt not to give the notice described in subclause 3 hereinabove, having the onus to provide evidence of the issue and acceptance of said contractual document in respect of the Policyholder.
5. In accordance with the law, failure to pay a Premium or instalment on the due date indicated in the notice described or in the contract provided under subclause 3 hereinabove, shall lead to the automatic non-renewal or immediate termination of the contract on the due date when payment should have been made.

CLAUSE 10 - The Insurer's obligations

Any Claims within the ambit of this cover shall be regulated in compliance with the terms and conditions contracted.

CLAUSE 11 – The Policyholder's obligations

1. In the event of a Claim applicable under this cover, the Policyholder and/or the Insured Party undertake to:
 - 1.1 Inform the Insurer in writing, as promptly as possible and within no later than eight days of the date upon which the fact in question was discovered, of verification of any fact or event susceptible to activating the guarantees contracted, indicating the date, time, place and other applicable details, together with the nature and probable value of the damage and any other information that may be considered to be useful in order to characterise the incident as accurately as possible;

- 1.2 Take every step necessary and within their power with a view to avoiding or reducing the damages derived from the Claim;
 - 1.3 Promptly provide the Insurer with any evidence available or that may become available in respect of the Claim;
 - 1.4 Obtain and keep any material salvaged;
2. Any non-malicious breach of the obligations set out in the clauses herein shall determine the liability of the Policyholder and/or the Insured Party for the loss and damage.
 3. If any inaccurate or incomplete statements are given in respect of the circumstances or causes of the Claim with a view to generating or worsening the Insurer's liability, the cover invoked shall be without effect and the Insurer shall be entitled to terminate the contract and hold the Policyholder or the Insured Party liable for the loss and damage, in accordance with the law and for all purposes provided thereunder.

CLAUSE 12 – Miscellaneous provisions

For repairs to vehicles for which less than three months of the contract period remains or if repair is Financially Unviable, the Insurer reserves the right not to proceed to repair the vehicle, proceeding to give compensation for the value of the damage suffered and deducting it from the value of the contractual deductible.

TERMS AND CONDITIONS OF REPLACEMENT VEHICLE EXTENSION COVER

This Replacement Vehicle Extension Cover (hereinafter referred to as “Extension Cover”) forms part of the General and Special Terms and Conditions of Mobility Guarantee Cover (hereinafter referred to as “Mobility Guarantee Cover”) and shall only apply where the Insurer offers the Extension Cover and the additional premium for this Extension Cover has been paid by the Policyholder.

This Extension Cover provides cover for the provision of a replacement vehicle following circumstances which lead to a valid Claim accepted by the Insurer under the Mobility Guarantee Cover and remains in force for the term of the Mobility Guarantee Cover.

This Extension Cover is subject to the General and Special Terms and Conditions of Mobility Guarantee Cover insofar as they apply or as amended by these Terms and Conditions of Replacement Vehicle Extension Cover as detailed herein.

SECTION 1 – Extent of Cover

This Extension Cover enables the supply of a replacement vehicle of an equivalent category to the vehicle insured under the Mobility Guarantee Cover and which is the subject of a valid Claim under the Mobility Guarantee Cover. This Extension Cover will provide a replacement vehicle to the Policyholder in the event of the recurrence of a fault on the vehicle insured under the Mobility Guarantee Cover that previously was subject to a valid Claim under the Mobility Guarantee Cover.

In respect of vehicle lease contracts to which the Policyholder is a party to and which do not supply a replacement vehicle to the Policyholder in the event of breakdown of a vehicle, this Extension Cover is provided upon notification and acceptance by the Insurer of a valid Claim under the Mobility Guarantee Cover.

The obligation under this Extension Cover to provide a replacement vehicle in the event of a valid Claim under the Mobility Guarantee Cover terminates:

- (a) upon completion of the repair to the vehicle insured under the Mobility Guarantee Cover; or
- (b) on request by the Insurer to write off the vehicle insured under the Mobility Guarantee Cover, where the Insurer determines that the repair to the vehicle is Financially Unviable.

SECTION 2 - Exclusions

In addition to the exclusions contained in Clause 3 of the Mobility Guarantee Cover the following exclusions shall also apply:

1. Extension Cover is not applicable for the cost of the provision of a replacement vehicle where the Policyholder takes more than 8 days to inform the Insurer in writing of a Claim as required under Clause 11 of the Mobility Guarantee Cover,
2. Extension Cover is not applicable where the Policyholder does not return a completed claim form provided by the Insurer for provision of a replacement vehicle within 48 hours of receipt of the said claim form,
3. Extension Cover is not applicable for the cost of the provision of a replacement vehicle where no reply is received from the Policyholder within 48 hours of a request made by the Insurer to write off the vehicle insured under the Mobility Guarantee Cover.
4. No cover shall apply under the Mobility Guarantee Cover or this Extension Cover for any replacement vehicle supplied as a result of a Claim under the Mobility Guarantee Cover.

SECTION 3 – Deductible

This Extension Cover is not subject to a deductible.