

ACP ASSISTANCE REGULATION

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1. ACP TRAVEL ASSISTANCE

ACP TRAVEL ASSISTANCE meets the needs of the **vehicle**, through **breakdown and towing** assistance, and of **persons**, in this particular case with **worldwide coverage**, allowing to respond to more problematic situations involving medical care, hospitalization, sanitary repatriation of the injured or sick and transport of the deceased, among others.

1.1. PERSONS ENTITLED TO ASSISTANCE

1.1.1. Effective Members, in the full enjoyment of their rights, provided they are included in one of the following subcategories:

- **Platinum** Member (aged 70 or over and ACP member for over 35 years).
- **Gold** Member (aged 25 or over).
- **Youth** Member (aged between 18 and 25, entitled to one or two free assistance services per annuity, depending on the modality subscribed).
- **Junior** Member (aged between 14 and 17, entitled to one or two free assistance services per annuity, depending on the modality subscribed).
- **Spouse** Member (under the terms of Article 10, paragraph h, of the Articles of Association, "*A Spouse Member is the spouse of a Gold Member or the person living in a de facto union with a Gold Member under the terms of the law. Spouse members are entitled to the services and benefits provided by ACP to Gold members, provided they hold a Spouse Member card*"). In the case of assistance services, the Spouse Member will share with his/her Gold Member spouse the two free assistance services per annuity to which the latter is entitled.
- **Family** Member (household consisting of a Gold Member, including a Spouse Member or not, and members up to the age of 30, provided they all live at the same address. In this case, the two free assistance services per annuity will be shared and may be used by any registered family member).
- **Collaborator** Member (member linked to ACP or its associated companies).
- It's also considered to be a person entitled to assistance: the **Driver** and **occupants** of the vehicle entitled to assistance, as described in point 1.2 below, up to the limit of the vehicle's legal capacity, in case of occurrence with the vehicle, except when they are transported as hitchhikers. The driver and occupants only benefit from the coverage provided for in point 1.7 hereof.

1.1.2. Foreign Member (living abroad for more than 6 months in each calendar year).

1.1.3. Traveller Member (singular person aged between 18 and 25 years old).

1.2. VEHICLES ENTITLED TO ASSISTANCE

- Light passenger, mixed and goods vehicles up to 3,500 kg gross weight.
- Light passenger, mixed and goods vehicles and their attached trailers in circulation, provided that the whole does not exceed 4,250 kg gross weight.
- Motorcycles, Mopeds, Tricycles and Quadricycles.
- Motorcaravans up to 4,250 kg gross weight.
- Bicycles (only as set out in point 1.4.1.).

IMPORTANT: Should the vehicle not be registered in the name of the Member entitled to assistance, his/her presence at the site of occurrence and the presentation, by him, of the documents of the vehicle to be assisted are mandatory, and assistance will not be provided unless these conditions are met.

1.3. TERRITORIAL SCOPE

1.3.1. Of the people entitled to assistance, referred to in point 1.1.1.

Assistance to Vehicles and Individuals following an occurrence with the ACP assisted vehicle (points 1.5 and 1.7) - Valid in Europe and in the Mediterranean Basin countries listed in Appendix 1, with the exception of bicycles.

In the case of bicycles, the territorial scope is Portugal.

Assistance to Individuals (points 1.8 and 1.9) and coverage provided for in points 1.10, 1.11 and 1.12): Valid worldwide.

Important note: In order to benefit from the assistance guarantees, the Member must have his/her domicile and tax residence in Portugal and the time spent outside his/her country may not exceed 60 consecutive days per trip or displacement, except in the case of a Traveller Member, where the time spent outside the country can be up to 180 consecutive days.

1.3.2. Of the people entitled to assistance, referred to in point 1.1.2.

Foreign Members only benefit from vehicle assistance and consequent transport of the occupants up to a maximum value of €50, limited to the national territory.

1.3.3. Of the people entitled to assistance, referred to in point 1.1.3.

Traveller Members only benefit from assistance limited to the guarantees set out in points “1.8. Medical Assistance to People”, “1.11. Support in case of loss or theft of identification documents abroad” and “1.12. Advance of funds abroad”.

1.3.4. Specific limitations

Vehicle assistance services will only be provided on the islands where there are adequate means for the purpose, not including inter-island travel, nor between the islands and the mainland.

For **vehicles with foreign number plates**, ACP Travel Assistance will cover the costs of assistance **abroad**, up to the limits set out herein, provided that the vehicle is legally registered in the Member's name. The Member will bear the costs of assistance until the legal registration procedure is complete and will be reimbursed for the relevant amounts after presenting the Portuguese Registration Certificate (*Documento Único Automóvel*) issued in his/her name.

The above-mentioned reimbursement will only be made if the transport was provided by ACP Travel Assistance or with its prior agreement.

1.4. VEHICLE ASSISTANCE IN PORTUGAL

Breakdown assistance is understood as the set of works not exceeding 45 minutes necessary to restore the vehicle to running or temporary operating conditions, which can consist of:

- **Roadside assistance:** carried out on the immobilised vehicle.
- **Teleservice:** Remote diagnosis and support service, carried out by a qualified mechanic.
Service hours: Daily, between 8am and midnight.

Towing is understood as the removal, by a specific towing vehicle, of the damaged or injured vehicle, from the place of immobilization to a collection or repair point specified by the Member.

Deliveries of vehicles collected outside office hours will be optimized during the following business day, except in long-haul situations in which the provisions of paragraph b) of point 1.4.1 apply.

Removal/Extraction is understood as the set of works necessary to return the damaged vehicle to the road where it was travelling, conditioned by the locally existing means and the seriousness of the accident. In these cases, the maximum amount paid by ACP is**250€**.

Note: Without prejudice to the provisions of point 1.13 “Exclusions”, services not covered by ACP Travel Assistance will be carried out as described in point 2 “Vehicle Transport”.

1.4.1. Free Assistance

The first two (2) services in each year of the Member's subscription (or only one if this was the selected option) are free-of-charge, whether they consist of **Mobile Breakdown Assistance** (with the exception of replaced parts) or **Towing** provided to **vehicles entitled to assistance, broken down, accident-damaged, without fuel or electrical charge**, provided that the Conditions laid down in this Regulation are met and the Exclusions herein do not apply.

In cases of towing due to lack of fuel or electric charge, the vehicle will be carried to the nearest petrol station or charging station.

Within the scope of free assistance per annuity in Portugal, the Member may opt for the bicycle assistance service. This service consists of breakdown assistance, provided it is available on site and technically feasible, or the simultaneous return transport of the Member and the bicycle, in the event of an accident or breakdown, except for punctures, up to a maximum of 50 km. Applicable only in areas accessible to traffic.

- a) In the case of a combination of vehicles (tractor vehicle + caravan or trailer) where the tractor vehicle is immobilized, the two vehicles will be towed simultaneously and only one service will be considered.
- b) Long-distance Services: Services with a round trip of 250 km or more are considered Long-distance, in which case the vehicles are delivered at their destination within a maximum of 4 working days. This deadline does not apply in cases where the destination address is not correct, complete or unavailable for reception of the vehicle, as well as in case of transport delays caused by difficulties in car circulation due to bad weather or roadblocks.
- c) During the phase in which the vehicle is awaiting transport, the ACP reserves the right to verify the occurrence to confirm its classification within the scope of this assistance regulation.
- d) The support provided by “Tele-assistance” is not counted as a service.

1.4.2. Paid Assistance

a) The Price List for Members entitled to Assistance shall apply in the following cases:

- Services exceeding the number of free assistance interventions per year to which the Member is entitled - Table I or Table II.
- Services provided under the conditions referred to in point 1.4.3 – Table I or Table II.
- Transport services referred to in points 2 and 3 hereof - Table IV or Table V.
- Direct Long-Haul Services (over 250 km, round trip) – Table II
- Abusive parking situations – Should the assisted vehicle remain in an ACP or an ACP-subcontractor car park for more than 2 working days, counted from the date the vehicle enters into the respective park, due to lack of Member's specification of the place of return of the car, ACP will charge an amount corresponding to the daily parking fee from the 3rd working day (inclusive). After a maximum of 5 working days without the Member having specified the place of return of the vehicle or picked up the same, ACP reserves itself the right to place the vehicle on the public road, in which case the Member's vehicle is considered as having been returned and ACP will be free from any responsibility regarding custody of the same - see “Notes” on the Members' Price List.

If the vehicle undergoes a repair in one of the ACP workshops, the General Repair Conditions, available in the ACP website, will be applied.

b) Removal/Extraction costs above €250.00.

Notes:

Replacement parts applied during a breakdown service shall be paid for directly by the Member at the time the service is provided.

The applied parts are covered by the manufacturer’s warranty and in accordance with the legislation in force.

Payment for the services charged is always made by the Member or the driver of the vehicle at the time the service is provided. Assessment of the situations determining the feasibility and payment of said services is the sole responsibility of ACP, which shall always inform the Member before the service is carried out.

The corresponding invoices will always be issued in the Member’s personal name.

1.4.3. Reimbursable Assistance

Where a vehicle assistance service provided in Portugal has been paid for because the rules hereunder have not been complied with, entitlement to a refund of the amount spent shall apply in the following circumstances:

- Where membership has not been proven at the time of the service request, the Member shall be reimbursed of the amount to which he/she is entitled, provided that he/she provides proof of his/her membership status within 30 days of the date where the service was carried out.
- Where outstanding debts to ACP existed prior to the service request, the Member will be entitled to reimbursement provided that he/she provides proof that the debts have been settled before the service was performed.

VERY IMPORTANT: Where they have not been previously agreed to and authorised by ACP Travel Assistance, services carried out by third parties, even those bearing the “ACP Assistance” badge, shall not be eligible for reimbursement.

1.5. VEHICLE ASSISTANCE ABROAD

1.5.1. Breakdown Assistance and/or Towing

In the event of breakdown or accident of a vehicle entitled to assistance which prevents it from moving by its own means, ACP Travel Assistance will provide for assistance by a qualified mechanic and pay for the corresponding travel expenses. Where the repair cannot be carried out locally, it shall provide for towing from the place of immobilisation to the car workshop specified by the Member, within the following limits and provided that the breakdown is not repetitive due to failure to repair the assisted vehicle:

- **Breakdown Assistance and/or Towing up to €500.00**
- **Removal/Extraction up to €250.00**

1.5.2. Vehicle repatriation

Where the assisted vehicle, as a result of a breakdown or accident, needs a repair of more than 4 hours or requires more than 3 days immobilization, or, in case of theft, it is only recovered after the return of the occupants and within 6 months from the date of theft, and is unable to move by its own means, ACP Travel Assistance shall bear the cost of transporting the vehicle to a car repair shop near the Member’s home address or another of his/her choice, provided that costs in the latter case do not exceed those in the former case, and shall arrange and provide for the vehicle’s repatriation by groupage transport.

ACP Travel Assistance will not be obliged to repatriate the vehicle when its on-site repair value exceeds its market value in Portugal, in which case it shall only bear the cost of its legal abandonment.

ACP Travel Assistance will be responsible for deciding on and organising the means of transport to be used.

Where the conditions are met for the assisted vehicle to be repatriated and the Member chooses, alternatively, to have it repaired in a car workshop in the area of occurrence, ACP Travel Assistance will contribute to the value of repair up to a maximum of €150. In this case, the Member’s right to have the vehicle repatriated ceases.

1.5.3. Parking cost

Vehicle collection costs in connection with the occurrence referred to in the previous point are also covered, **up to a maximum of €250.00.**

1.5.4. Vehicle transport in case of proven inability to drive

In the event of Member's medically proven inability to drive, or where the Member has been transported or repatriated as a result of sudden illness, accident or death and none of the other occupants can replace him/her, ACP Travel Assistance will provide for transportation of the assisted vehicle to the Member's place of residence in Portugal or, if requested, to the place of destination, provided that costs in the latter case do not exceed those in the former case.

This coverage is also valid in Portugal.

1.6. RESPONSIBILITIES (within the scope of Vehicle Assistance)

1.6.1. Of the Member and his/her representative

The Membership or Spouse Membership card, identification document and vehicle documents must be presented to the ACP professional at the time assistance is provided. Where the driver is not the Member, he/she must present the vehicle documents and his/her identity card for data recording, as assistance requests made on behalf of the Member are his/her sole responsibility.

In cases where the vehicle to be assisted is in a situation, location or state in which it is foreseen the possibility of causing or aggravating damage during the execution of the requested service, the Member or his representative must assume the corresponding responsibility through his signature in an appropriate document.

1.6.2. Of ACP and its employees

ACP employees may not suggest or specify to Members any service provider, except at Members' request, in which case there will be no responsibility on the part of ACP.

ACP declines any liability for services arranged directly between the Member and the service provider, which, as such, have not been previously agreed to and authorized by ACP Travel Assistance.

On providing assistance, ACP:

- Limits the wait for the Member at the agreed location to 30 minutes, after which the assistance vehicle will withdraw.
- Considers any service that has not been cancelled before the ACP or the contracted Agent vehicle has begun its journey to the place of immobilisation indicated by the Member as having been effectively provided, namely if, on arrival of the assistance vehicle, the vehicle to be assisted is already roadworthy or has left the place. In such cases, the service will be deducted from the number of free assistance services, or, where the service is not free of charge, the Member will be charged the cost of the journey.
- It is not responsible for damages caused or aggravated during the execution of the requested service, provided that the Member or his representative is notified in advance of this eventuality, under the terms referred to in point 1.6.1.
- Declines any responsibility for any existing damage to the vehicle upon delivery to ACP. Any such damage shall be described in a special form, a copy of which is addressed to the Member.
- Likewise declines any responsibility for any existing damage to the vehicle after having delivered it at the place of destination.

- Shall not be liable for the disappearance of or damage to objects left inside the vehicle, being responsible only for extras and accessories, provided that their existence and good condition are duly proven at the time the service is started, until delivery of the vehicle at the place of destination.
- Shall not be liable for any damage or loss in connection with cargo transported inside the assisted vehicle, it being the Member's responsibility to guarantee its proper packaging, or its transshipment in cases where the cargo makes it impossible to carry out the service.
- Shall only accept claims for damages attributed to it provided that ACP experts are able to analyse the damaged parts before any fact or intervention subsequent to the occurrence may alter the circumstances justifying the claim.

1.7. ASSISTANCE TO INDIVIDUALS DUE TO OCCURRENCE WITH THE ACP ASSISTED VEHICLE

1.7.1. Hotel Stay Costs while Awaiting Vehicle Repair

Where the damaged or injured vehicle is not repairable on the day of the occurrence, ACP Travel Assistance will arrange for hotel accommodation and pay for hotel costs not initially envisaged for the persons assisted, with the following compensation limits:

Stay per person/day in Portugal.....	€75.00
Maximum limit	€150.00
Stay per person/day abroad	€100.00
Maximum limit	€200.00

1.7.2. Occupant Transportation, Repatriation or Journey Continuation

As an alternative to the provisions of the preceding point, where the assisted vehicle, as a result of breakdown or accident, cannot be repaired at the place of occurrence in Portugal or needs repair requiring more than 3 days immobilisation abroad, or in the event of theft, the cost of transporting the vehicle occupants to their home or the original place of destination is covered, provided that costs in the latter case do not exceed those in the former case. ACP Travel Assistance will be responsible for deciding on and organising the means of transport to be used.

Where there are two or more persons assisted, a hire car may be provided, if available, to make their return journey to their place of residence or the place of destination, provided that travelling distance in the latter case does not exceed that in the former case.

Where, under the abovementioned conditions, travelling costs to the place of destination are higher than those to the place of residence, the assisted persons will always be entitled to receive the amount corresponding to the home return trip.

The rental vehicle option must comply with the following limits:

Vehicle rental	€350.00
Maximum period.....	72 hours

Attention:

- The rental vehicle service will be subject to the general conditions of rent-a-car companies.
- As it is a case of providing for a means of transport and not of replacing the immobilized vehicle, the rental car category shall not necessarily be equivalent to that of the immobilised vehicle, and expenses resulting from franchise exemption, fuel, tolls and other extras shall not be covered by ACP Travel Assistance.

1.7.3. Luggage Return

In case of repatriation of assisted persons, ACP Travel Assistance will arrange and provide for the return of their luggage and personal effects, up to a maximum of 100 kg per vehicle, provided they are properly packed and transportable.

1.7.4. Transport costs for Recovery of the Assisted Vehicle

Where the damaged or injured vehicle has been repaired at the place of occurrence or stolen and later found in good running and safety conditions within 6 months from the date of theft, the designated driver will receive an economy-class airline ticket or a 1st-class train ticket to go from his place of residence to where the vehicle has been repaired or recovered.

Alternatively, the vehicle will be returned to the Member's home address by groupage transport.

1.7.5. Legal Defence and Claims (only abroad)

ACP Travel Assistance undertakes to:

- Ensure the Member's defence before any Court if he/she is accused of unintentional manslaughter or bodily harm, culpable injury or traffic offences as a result of the ownership, custody or use of the assisted vehicle.
- Claim for financial compensation for bodily injury and/or damage to property suffered by the Member as a result of an accident involving the assisted vehicle and which a third party is liable for.
- Provide assistance to the Member in the event of a dispute with garage dealers or car repairers related to the assisted vehicle. ACP Travel Assistance will also take all the required steps, handle all negotiations and procedures, and choose its experts and advisers, at its own expense.

Minimum threshold for bringing legal action €500.00.

NB: ACP Travel Assistance will not initiate or pursue legal action:

- Where it considers that it does not present sufficient chances of success.
- Where, on the basis of reliable information obtained, the third party held liable is insolvent.
- Where the value of the damages does not exceed the fixed amount (€500.00).
- Where it deems fair and sufficient the proposal made by the third party.

The person assisted may, in any case, initiate or pursue legal action at his/her own expense. If he/she wins, he/she will be reimbursed of the expenses legitimately incurred.

1.7.6. Advancement of criminal bail bonds (only abroad)

- *Procedural Costs* – ACP Travel Assistance will provide, as an advance, the criminal bonds required from the Member to guarantee the procedural costs in criminal proceedings brought against him/her as a result of road accidents with the assisted vehicle, **up to a maximum limit of€1,250.00.**
- *Provisional Release* – ACP Travel Assistance will also provide, as an advance, any security required to guarantee the Member's provisional release or attendance at the trial, **up to a maximum limit of €3,000.00.**

Note: The amounts advanced, either for procedural costs or to guarantee provisional release, must be repaid within a maximum period of 3 months, or immediately after refunding by the Court, whichever occurs first.

Upon provision of a security deposit by ACP Travel Assistance, the Member shall sign a document acknowledging the debt or provide sufficient payment guarantee, in the event that, through his/her fault, the deposit be cancelled or lost.

1.8. PERSONAL MEDICAL ASSISTANCE (resulting from sudden illness, injury or death)

NOTE: The following coverages also apply to minor children of Members entitled to assistance, provided they are also Members.

1.8.1. Sanitary Transport or Repatriation of the Injured or Sick

Where the Member entitled to assistance is injured or suddenly becomes ill, ACP Travel Assistance shall bear and/or provide for:

- The cost of transportation by ambulance or otherwise, to the nearest Clinic or Hospital.
- The supervision by an ACP Travel Assistance medical team in cooperation with the Member's attending physician, to determine the best treatment to follow and the most appropriate means of transfer to a more appropriate Healthcare Centre or to the Member's home.
- The cost of transfer by the most appropriate means of transport. If this occurs to a Healthcare Centre far from the Member's home, ACP Travel Assistance will also cover the timely transfer to the same.

In Portugal, Europe and neighbouring Mediterranean countries (see attached List), should the urgency and seriousness of the situation so require, the means of transport used will be a special medical aircraft.

In other cases, such transport will be carried out by commercial aircraft or any other similar means best suited for the circumstances.

When the transportation and/or repatriation is due to an infectious disease that can be dangerous to public health, it must comply with the rules, procedures and technical guidelines issued by the World Health Organization (WHO), and the transport and/or repatriation in question may eventually not be authorized.

1.8.2. Escort during Sanitary Transport or Repatriation

Should the condition of the Member being medically transported or repatriated so justify, ACP Travel Assistance will organize and arrange for a local person to accompany him/her, following medical advice.

1.8.3. Accompanying the Hospitalized Assisted Person

Should the Member be hospitalised, and his/her condition advise against immediate repatriation or return, ACP Travel Assistance will arrange for a family member, or a person designated by the Member, to stay in a nearby hotel to keep him/her company, and shall bear the expenses incurred, within the following limits:

Stay per person/day in Portugal	€75.00
Maximum limit	€375.00
Stay per person/day Abroad	€100.00
Maximum limit	€500.00

1.8.4. Transport and Accommodation for an Accompanying Person

Where in the doctor's opinion the Member's hospitalisation will exceed 10 days, and it is not possible to activate the previous guarantee, ACP Travel Assistance shall make available to a person designated by the Member a return 1st-class train or economy-class airline ticket, departing from Portugal, to stay with the Member, and shall also bear the accommodation expenses of the same, up to the following limits:

Stay per person/day in Portugal	€75.00
Maximum limit	€375.00
Stay per person/day Abroad	€100.00
Maximum limit	€500.00

1.8.5. Extended Stay in Hotel

Where following the occurrence of sudden illness or accident the Member's condition does not justify hospitalisation or sanitary transport, and his/her return cannot take place on the date and by the means initially envisaged, ACP Travel Assistance will cover, if applicable, the hotel accommodation expenses actually incurred by the Member and any accompanying person, up to the following limits:

Stay per person/day in Portugal	€75.00
Maximum limit	€375.00
Stay per person/day Abroad	€100.00
Maximum limit	€500.00

Where the Member's state of health so permits, ACP Travel Assistance shall provide for his/her return, as well as that of any accompanying person, should they be unable to return by the means initially envisaged.

1.8.6. Transport or Repatriation of Accompanying Persons

Where the Member has been transported or repatriated due to sudden illness or accident under the cover provided for in point 1.8.1, and for that reason it is not possible to return home any accompanying persons by the means initially envisaged, the cost of transporting them to their place of residence or destination shall be covered, provided that costs in the latter case do not exceed those in the former case, or to the place where the Member is hospitalised or has been transported or repatriated.

Where the accompanying persons are aged under 15 and do not have a relative or trusted person to accompany them on their journey, ACP Travel Assistance will cover the expenses incurred by a person travelling with them to their place of residence or the place where the Member is hospitalized.

1.8.7. Medical, Surgical, Pharmaceutical and Hospitalization Expenses (only abroad)

Where, as a result of an accident or sudden illness occurring abroad the Member requires medical, surgical, pharmaceutical or hospitalization assistance, ACP Travel Assistance will pay for, or reimburse upon submittal of supporting evidence and provided they are authorized in advance by ACP Travel Assistance:

- Medical and surgical expenses and fees.
- Medically prescribed pharmaceutical expenses.
- Hospitalisation costs.

Up to a **maximum limit per person and per journey (*) of €7,500.00**

(*) Travel means the time spent outside the country on consecutive days.

Payment of these expenses will be in addition to any reimbursements that the Member or his/her beneficiaries may obtain from Social Security or any other welfare or insurance institution, the Member undertaking to make every effort in that regard and return to ACP Travel Assistance any funds he/she may have received to that effect.

1.8.8. Transport or Repatriation of the Deceased and accompanying persons

ACP Travel Assistance shall take care of all the formalities to be carried out at the place of death of the Member, as well as of those relating to the transport or repatriation of the deceased to the place of burial in Portugal.

At the time of death, if the accompanying persons transported in the light passenger vehicle driven by the Member are unable to return by the means initially planned, or if it is not possible to use the transport ticket already purchased, ACP Travel Assistance will guarantee the payment of the return transport costs for such companions, to their habitual residence, to the place of burial, or to the place of residence of the deceased Member, in Portugal.

Where, for administrative reasons, a provisional or final burial is required locally, ACP Travel Assistance shall arrange for the transport of a relative, if none of them is already at the burial site, providing him/her with a return 1st-class train or economy-class airline ticket to travel from his/her home to the burial site, and shall also pay for his/her accommodation expenses, up to the following limits:

Stay per person/day in Portugal	€75.00
Maximum limit	€375.00
Stay per person/day Abroad	€100.00
Maximum limit	€500.00

1.8.9. Early Return due to Death of Family Member in Portugal

If, during the course of a Member's trip, his/her spouse or co-habitant, ascendant or descendant to the first degree, adopted child, brother or sister, father-in-law or mother-in-law, brother-in-law or sister-in-law dies in Portugal and the means used or the ticket purchased for the trip do not allow for an early return, ACP Travel Assistance shall provide for a 1st-class train or economy-class airline ticket for the Member to travel from the place of stay to his/her place of residence or to the burial place in Portugal.

This guarantee also applies in the event that the Member's spouse or co-habitant, ascendant or descendant to the first degree be the victim of an accident or unforeseeable illness in Portugal, the severity of which, to be confirmed by the ACP Travel Assistance doctor after consulting with the attending doctor, calls for his/her urgent and imperative presence.

If, as a result of the Member's premature travel, he/she must return to the place of stay to enable the return of the vehicle or of any accompanying persons by the means initially envisaged, a ticket as described above shall be made available to the Member for that purpose.

1.8.10. Locating and Shipping Medicines

ACP Travel Assistance shall provide for the shipment of essential medication regularly taken by the Member, whenever it is not possible to obtain it locally or it cannot be replaced by substitutes.

The cost of such medication as well as any applicable customs duties and expenses shall be borne by the Member.

1.9. EARLY RETURN DUE TO SERIOUS DAMAGE AT HOME

In the event that the Member must return early and urgently to his/her usual place of residence as a result of an accident there that made it uninhabitable, ACP Travel Assistance will provide him/her with a 1st-class train ticket or an economy-class airline ticket (if the train journey is longer than 5 hours) to go from where he/she is to his/her place of residence.

If necessary, ACP Travel Assistance will arrange and pay for the Member's one-night stay in a hotel in Portugal, up to a maximum limit of **€75.00**.

ACP Travel Assistance will be released from this obligation should there be no accommodation available within a 100 km radius of the Member's place of residence.

In the event that the Member has to return to the place where he/she was staying to retrieve his/her vehicle or continue his/her stay, ACP Travel Assistance shall, under the conditions referred to in the first paragraph, bear the cost of a one-way ticket, unless the early return organised by ACP Travel Assistance takes place less than 5 days before the date initially scheduled for the final return.

1.10. TRANSPORT OF DOMESTIC ANIMALS (DOGS AND CATS)

Where the Member has been transported or repatriated as a result of sudden illness, accident or death or in the event of breakdown of or accident with the vehicle, ACP Travel Assistance shall provide for the return of domestic animals (dogs and cats only) to the Member's home in Portugal. The costs for acquiring cages and those resulting from sanitary requirements or regulations will be borne by the Member. This service can only be guaranteed if it complies with the conditions laid down by the transport companies involved.

1.11. SUPPORT IN THE EVENT OF LOSS OR THEFT OF IDENTIFICATION DOCUMENTS ABROAD

ACP Travel Assistance will provide support to the Member in the event of loss or theft of personal identification documents (citizen card, identity card, passport or visa). This support consists of speeding up, as far as possible, any necessary contacts for scheduling with local entities, so that the Member can arrange their replacement with them.

The inherent costs will subsequently be reimbursed by ACP Travel Assistance upon presentation of the corresponding invoices, up to a maximum limit of **€200**

1.12. ADVANCE OF FUNDS ABROAD

Where the Member is abroad and, for reasons of force majeure, requires funds to meet immediate and unavoidable expenses or for the return trip to Portugal, ACP Travel Assistance will provide an advance of such funds up to a limit of € 2,000.00.

In the event of theft or robbery, prior reporting to the competent authorities of the country in which the incident occurred is essential.

Upon the advance of funds, the Member shall sign a debt acknowledgement document and provide sufficient guarantee of payment to ACP Travel Assistance.

All sums advanced will be reimbursed within a maximum period of 90 (ninety) days.

1.13. EXCLUSIONS

ACP Travel Assistance shall not cover:

- Occurrences with short-term hire vehicles (with or without driver), instruction vehicles, taxis or similar public transport vehicles.
- Occurrences with vehicles exceeding the gross weights defined in point 1.2. (Vehicles Entitled to Assistance) or exceeding the regulatory dimensions in terms of height, width and length, nor the transport of goods the weight and/or size of which exceed the legal capacity of the assisted vehicles.
- Occurrences with trailers that are not for private use.
- Occurrences with vehicles that are in places inaccessible to the means of assistance.
- Guarantees and payments that have not been requested at the time and place of the occurrence and that have not been authorised by ACP Travel Assistance, except in cases of force majeure or proven material impossibility.
- Financial losses due to the impossibility of using the assisted vehicle.
- Guarantees and payments arising from events that took place abroad prior to the accession or re-enrolment of the assisted person as an ACP Member entitled to assistance, or in situations where the Member has the quota in arrears (see Article 15 of the ACP Statutes).
- Medical, surgical, pharmaceutical and hospitalisation costs in Portugal.
- Expenses related to non-urgent physiotherapy.
- Illness or injuries occurring as a result of illness, injury or chronic malaise that already existed before the start of the trip, as well as its relapses.
- Occurrences resulting from Work Accidents.
- Occurrences related to epidemics or pandemics.
- Death by suicide, or illness or injury from its attempt or caused intentionally by the Member to himself, as well as those arising from direct or indirect criminal actions by the Member.
- Diseases, injuries and pathological conditions caused by the intentional ingestion of toxic substances (drugs), alcoholic beverages, narcotics or the use of medicines without a medical prescription, or by any type of mental illness.
- Expenses with prostheses, glasses, contact lenses, canes and the like.
- Occasional occurrences as a result of professional or amateur sports practice and respective training, as well as the practice of "special" sports such as mountaineering, mountain climbing, boxing, karate and other martial arts, bullfighting, parachuting, paragliding, hang-gliding, all so-called extreme sports, caving, fishing and spearfishing, skiing, winter sports, any sports involving motorized vehicles (2-wheeled or otherwise), motor boating and other sports of similar risk.
- Childbirth and complications due to pregnancy, unless unforeseeable during the first 26 weeks.
- Funeral, cremation, urn, or funeral ceremony expenses.
- Expenses for accommodation, food, taxis, tolls, fuel, repairs and co-payments not foreseen in the guarantees, nor the theft of accessories incorporated in the vehicle.
- Services related to the theft or robbery of the assisted vehicle as well as of accessories incorporated therein, if no immediate report has been made to the competent authorities.
- Occurrences requiring rescue operations.
- Occurrences or consequences arising directly or indirectly from wilful misconduct or serious fault by the Member or anyone he/she is civilly liable for.
- Damage and incidents related to earthquakes, volcanic eruptions, tidal waves, floods or any other natural cataclysms.

- Accidents or breakdowns resulting from betting, participation in competitive sports and training for such competitions, nor any vehicle intended solely for the practice of competitive sports.
- Damage and incidents related with events of war, riots and political and public order disturbances.
- Damage and incidents caused by direct or indirect effect of explosion, and by release of heat and radiation resulting from disintegration or fusion of the nucleus of atoms, particle acceleration or radioactivity.
- Payment of any type of fines.
- Accidents occurring when the assisted vehicle is driven by a person not legally qualified to do so.

NOTE: Vehicles not broken down or accident-damaged that have been disassembled, dismantled, immobilized and therefore technically and/or legally prevented from running on public roads shall be serviced outside the scope of ACP Travel Assistance and are subject to the conditions laid out in Table IV (Transport Services). This same Table will also be applied to assistance that has not been requested at the same time and place of the occurrence.

1.14. EXPIRY

Any rights arising from the covers provided must be exercised within 3 years from the date of the occurrence giving rise to them, under penalty of forfeiture.

1.15. SUBROGATION

Until all due sums have been paid, ACP Travel Assistance shall be subrogated in all rights of or actions by the Member, against third parties liable for the claim.

1.16. REIMBURSEMENTS

Only those amounts previously agreed to by ACP Travel Assistance up to the maximum limits established herein shall be considered eligible for reimbursement, upon submittal of the original supporting documents proving their payment.

Original documents supporting the reimbursement made by ACP Travel Assistance shall not be returned, even if the amount therein exceeds the reimbursed amount.

Previously authorised reimbursements of expenses for transport and/or repatriation of the deceased and for medical, surgical, pharmaceutical and hospitalisation expenses abroad shall only be processed upon submittal of the original documents issued by Social Security or any other welfare or insurance institution showing the amounts granted by the same by way of a refund or co-payment.

1.17. COMPLEMENTARITY

Any benefits and compensations provided for herein shall be paid in addition and as a complement to existing insurance contracts covering the same risks or to contributions from Social Security or any other welfare institution which the Member is entitled to.

The Member shall take all necessary steps to obtain any such insurance-related payments and contributions from Social Security or any other institution which he/she is entitled to, and to return them to ACP Travel Assistance if and to the extent that the latter has advanced them.

The Member who has used any transport benefits provided for herein shall take all necessary steps to recover any amounts corresponding to unused transport tickets and return the recovered amounts to ACP Travel Assistance.

1.18. GENERAL PROVISIONS

1.18.1 – Obligations of the Member in the event of a request for assistance

In the event of an accident, the Member must:

- a) Immediately contact the Assistance Service, characterizing the occurrence and providing all the information necessary to provide the requested assistance.
- b) Follow the instructions of the Assistance Service and take the necessary measures possible to prevent the consequences of the accident from worsening.
- c) Satisfy, at any time, requests for information requested by the Assistance Service and promptly forward all notices, summons or summonses received.
- d) Collect and provide the Assistance Service with the relevant elements for the implementation of third-party liability, when applicable.

1.18.2 – Communication expenses (only from abroad)

The ACP Travel Assistance is responsible for the communication expenses incurred with the aim of enabling or facilitating the exercise of the guarantees provided for in these Regulations. Telephone calls made by the Member will be “payable by the recipient” and, in countries where this is not possible, the Member may later obtain the reimbursement of the amounts spent with the ACP Travel Assistance, provided that they are duly justified and proven.

NOTE: THE RISKS RELATED TO ASSISTANCE TO PERSONS IN PORTUGAL AND TRAVEL ASSISTANCE ABROAD ARE COVERED BY AN INSURANCE CONTRACT.

2. VEHICLE TRANSPORT

ACP provides **Transport services**, which will always be **paid as per Table IV** (see Price List for Members entitled to Assistance), **to the following vehicles**:

- 1 – Light passenger mixed or goods vehicles up to 3,500 kg gross weight.
- 2 – Motorcycles, Mopeds, Tricycles and Quadricycles.
- 3 – Motorcaravans up to 4,250 kg gross weight.
- 4 – Stand-alone Caravans and Trailers in roadworthy conditions.
- 5 – Stand-alone Boats with their respective trailers, up to 3,500 kg gross weight, in roadworthy conditions (*).

(*) In roadworthy conditions means a vehicle or trailer that does not pose a danger when traveling on public roads, due to a damage and/or wear of material, namely wheels, booms and/or platform heads. After on-site verification, during the trip or via photographic record, that the service does not present conditions for safe movement, it may no longer fit in the tables in force, requiring a specific budget.

In the following conditions:

- Not broken-down or accident damaged.
- Disassembled.
- Dismantled.
- Technically or legally prevented from running on public roads.

Other services will be subject to prior quotation.

NOTE: For ACP Classic Members, and only in respect of transportation in the national territory of vehicles described in points 1 and 2 that are 25 or more years old, the Transport Table (Table IV) shall only apply after the free assistance services to which said Members are entitled have been used.

3. PERSONALIZED TRANSPORT OF SPECIAL, COMPETITION AND CLASSIC VEHICLES AND MOTORCYCLES, IN A CLOSED TRAILER

ACP has a Race Shuttle for these transport services.

As this consists of a special trailer, the feasibility of these services is dependent on its capacity and availability, and therefore advance booking is required.

The cost of these services depends on the distance to be covered, always calculated as from our facilities in Lisbon or Porto, according to Table V (see Price List for Members entitled to Assistance).

NOTES regarding points 2 and 3:

- a) The estimated delivery times for these transports will be communicated during service requests.
- b) Within the scope of Transport services, restrictions relating to vehicles as described in point 1.13 "Exclusions" also apply.
- c) ACP shall not be liable for damages or losses occurring during loading and unloading operations or during the transport of disassembled or dismantled vehicles or of those in the process of restore process, even if properly packaged.
- d) If the ACP Technical Services consider that the conditions of the vehicle to be transported may jeopardize the safety of other road users, ACP reserves the right to decline the provision of the respective transport.

APPENDIX 1

VEHICLE ASSISTANCE

List of Countries Covered

Albania	Liechtenstein
Andorra	Luxembourg
Austria	Macedonia
Belarus	Morocco
Belgium	Malta
Bosnia & Herzegovina	Moldova
Bulgaria	Monaco
Croatia	Norway
Cyprus	Montenegro
Denmark	Poland
Estonia	Romania
Finland	Russia
France	San Marino
Germany	Lithuania
Greece	Serbia
Hungary	Switzerland
Iceland	Turkey
Ireland	Tunisia
Italy	Ukraine
Kosovo	Vatican
Latvia	
Netherlands	Sweden
Slovakia	Portugal
Slovenia	United Kingdom
Spain	Czech Republic