

DECREE-LAW N° 57/94/M

OF 28th NOVEMBER

Law n° 7/83/M of 9 July instituted the compulsory motor vehicle third party insurance in the Territory, a measure which has proven to be of great social benefit.

The experience gained during its application indicates that there is a need to alter the legal framework of this insurance, so as to strengthen the legitimate rights of the victims of traffic accidents.

As such, in addition to the substantial increase in the minimum sums for compulsory insurance, the insurance cover has been widened to include passengers gratuitously carried in the insured vehicle. The present law also takes into account the provisions of the new Traffic Code, which was approved under Decree-Law n° 16/93/M of 28 April.

Hereby;

Taking into consideration the proposal of the Monetary and Foreign Exchange Authority of Macau, and after hearing the opinion of the Macau Insurers' Association;

After hearing the Consultative Council;

The Governor of Macau decrees, under the terms of Article 13 paragraph 1 of the Macau Organic Statute, that the following shall be enforced as law in Macau:

CHAPTER I
COMPULSORY INSURANCE

Article 1
(Scope)

Vehicles with motor and their trailers shall only be authorized for use on public roads provided they are insured under a third party policy, issued by a legally authorized insurance company, against loss or damage to third parties.

Article 2
(Persons subject to compulsory insurance)

- 1. The owner of the motor vehicle is obliged to insure the vehicle, except, in the case of usufruct, credit purchase, hire purchase and the the right of use stipulated in the contract of sale of the vehicle, such obligation shall fall on the usufructuary, buyer, hire-purchaser or user respectively of the motor vehicle.*
- 2. If another person has insured the motor vehicle, the obligation mentioned in the preceding paragraph is deemed to have been satisfied for such period during which the existing insurance is valid.*
- 3. The garage owners, as well as any persons or entities who normally carry out the activity of buying and/or selling, repairing, restoring or maintenance of motor vehicles, are obliged to insure their third party liability relating to the use of the motor vehicles in the course of their activity.*

Article 3
(Persons whose liability is covered)

- 1. The insurance covers the third party liability of the owner, usufructuary, buyer, hire-purchaser or user of the vehicle, as well as the liability of the lawful holders or drivers.*
- 2. The insurance also comprises the duty to repair the loss or damage caused to third parties in traffic accidents fraudulently produced and due to theft, burglary or theft of use wherein the accident is attributable to those causing the crime.*

3. *In the case of theft, burglary or theft of use of vehicles and accidents fraudulently produced, the insurance does not provide cover for any loss or damage caused by the respective culprits, their accomplices and agents of stolen goods to the owner, usufructuary, buyer on credit or hire-purchaser or user of the motor vehicle, nor for any loss or damage caused to the culprits, their accomplices or agents of stolen goods or to the passengers carried therein who had knowledge of the unlawful possession of the motor vehicle and who willingly allowed themselves to be carried.*

Article 4
(Exclusions)

1. *The insurance does not provide cover for any loss or damage caused to the following persons:*
 - a) *Driver of the motor vehicle and the policyholder;*
 - b) *Those whose liability is guaranteed, according to paragraph 1 of the preceding Article, namely in consequence of co-owner-ship of the insured motor vehicle;*
 - c) *Spouse, ascendants, descendants or adopted by the persons referred to in paragraph 1 a) and b) above, as well as any other relatives up to the third degree of consanguinity of the persons mentioned in the said paragraph 1 a) and b) but, in the latter case, only when they cohabit with or depend on such persons;*
 - d) *Legal representatives of corporate entities or commercial companies liable for the accident when such representatives are on duty, as well as the insured's employees, officials and mandatories;*
 - e) *Those who, according to the Civil Law, benefit from the right to indemnity provided by links with any of the persons referred to in the preceding subparagraphs.*
2. *The insurance also does not provide cover for any loss or damage:*
 - a) *To the insured motor vehicle;*
 - b) *To the goods carried in the insured motor vehicle either during transportation or in connection with loading and unloading of the motor vehicle;*
 - c) *To third parties as a result of loading and unloading of the motor vehicle;*
 - d) *To the passengers when they are being carried in breach of any provisions of the Traffic Code relating to the respective transportation;*
 - e) *Caused, directly or indirectly, by explosion, heat diffusion or radiation due to the disintegration or fusion of atoms, artificial acceleration of particles or radioactivity;*
 - f) *Occuring during motor sport events as well as during any official training sessions, unless the same is insured under a specific cover according to the terms of this Decree.*

Article 5

(Insurance of motor sport events)

1. *Sport events of vehicles with motor and the respective official training sessions are subject to insurance, effected on a case by case basis, which provide third party liability cover for the organizers, vehicles' owners, users and drivers against accidents caused by such vehicles.*
2. *Without prejudice to the provision of the preceding Article, the insurance mentioned in the previous paragraph does not cover any damage caused to the participants and their respective support teams nor to the motor vehicles used by such persons or teams, including any damage caused to the organizing entity, its staff or to any other persons assisting in the events.*

Article 6

(Minimum sums for insurance)

1. *The minimum sums for the motor vehicle third party insurance are those referred to in the schedule in Appendix 1, which forms an integral part of this Decree.*
2. *When the indemnity is judicially arbitrated to be payable by instalments, the obligation of the insurer is limited in its actual value to the sum compulsorily insured, according to the technical basis established by the Monetary and Foreign Exchange Authority of Macau by way of Notice for annuity payments under life assurance.*

CHAPTER II
INSURANCE CONTRACT

Article 7

(Acceptance of compulsory insurance contracts)

1. *Insurers authorized to carry on motor vehicle insurance can accept insurance contracts only under the terms, general conditions and special clauses of the uniform policy as established by Executive Order.*
2. *By means of an express statement in the insurance contract and according to the terms of the tariff, an agreed amount, relating to the indemnity to third parties for material damage, may be borne by the holder of an insurance policy; however, such amount shall in no case be applicable to claimants or to their heirs.*
3. *When the vehicle to be insured has special characteristics, which do not fall within the categories established in the premium tariff and general conditions of motor insurance, or where the loss experience is seen to be abnormal, as defined in the present tariff, the Monetary and Foreign Exchange Authority of Macau shall be competent to set out, on a case by case basis, the conditions of acceptance or renewal of the respective insurance contracts.*

Article 8

(Special conditions for the acceptance of insurance)

1. *Where the acceptance of insurance is refused by at least three insurers, the proponent may turn to the Monetary and Foreign Exchange Authority of Macau for definition of the special conditions of acceptance.*
2. *The insurer chosen by the proponent or appointed by the Monetary and Foreign Exchange Authority of Macau, in the cases referred to in the preceding paragraph, is obliged to accept the mentioned insurance under the conditions defined by such entity, or shall be subject to temporary suspension from carrying on motor vehicle insurance for a period of from six months to three years.*
3. *The operating results of such insurance contracts shall be shared by the insurers authorized to carry on motor vehicle insurance according to the rules established by the Monetary and Foreign Exchange Authority of Macau by Notice, which will define the method to determine the said results as well as the criteria for its distribution.*
4. *It is not permissible for any insurance intermediary to intervene in the contracts entered into under the conditions established in this Article, nor shall any commission be payable on such contracts.*

Article 9

(Payment of insurance premium)

1. *The premium shall be payable to the insurer on demand.*
2. *The third party liability card or the provisional certificate of insurance shall be issued to the insured on payment of the premium.*
3. *In case of nonpayment of the premium, the insurer shall notify the policyholder by registered letter that the policy will be cancelled after thirty days from the date of the postmark on the acknowledgement receipt.*
4. *During the period referred to in the previous paragraph, the insurer shall not issue the third party liability card.*
5. *If the premium is not paid within the period referred to in paragraph 3, the insurer shall terminate immediately the insurance contract, without prejudice to his right to receive the premium corresponding to the expired period, according to the tariff system in force.*
6. *The insurer may refuse to insure vehicles in the name of insureds who have not paid the premiums to the previous insurer.*

Article 10

(Examination of motor vehicle)

1. *At the time of acceptance of the contract and of any amendment due to substitution of the motor vehicle, documentary proof of periodical inspection, as and where required under the Traffic Code, shall be presented to the insurers.*
2. *In case of failure to present the document referred to in the preceding paragraph or if the vehicle has not undergone the required inspection, the insurers shall communicate this fact to the Traffic Board.*

Article 11

(Sale of the motor vehicle)

1. *The insurance policy expires at 24:00 hours (midnight) on the day of the sale of the motor vehicle, unless the insurance is transferred to another vehicle before that time.*
2. *The policyholder shall notify the insurer within twenty four hours of the sale of the motor vehicle.*

3. *The nonfulfilment of the provision established in the preceding paragraph shall require the insured to pay an indemnity to the insurer equal to the premium corresponding to the period during which the sale has not been notified, without prejudice to the cancellation of the policy under the terms established in paragraph 1.*
4. *The notice of sale shall be accompanied by the third party liability card or by the provisional certificate of insurance.*
5. *In case the requirements of the preceding paragraph are not complied with, the insurer shall inform the relevant authorities in order that the third party liability card or the provisional certificate of insurance can be seized.*

Article 12
(Death of the insured)

In the event of death of the insured, the rights and duties under the insurance contract will be transferred to his heirs.

Article 13
(Inadmissibility of exceptions)

1. *Within the amounts for which the insurance is compulsory, the insurer cannot impose on the victims any terms, exceptions, nullities, defeasibilities or conditions to limit his liability which are not referred to in this decree or validly stipulated in the policy.*
2. *The insurer may cancel the contract by notifying the policyholder that the policy will be cancelled after thirty days from the date of the postmark on the acknowledgement receipt.*

Article 14
(Several insurances for the same motor vehicle)

If more than one insurance is effected for the same motor vehicle according to Article 2, the insurance referred to in paragraph 3 or, in its absence, the insurance referred to in paragraph 2 of the said Article shall prevail for all legal purposes.

Article 15
(Priority for the payment of indemnity)

1. *In the insurance contracts referred to in this Decree, the sum insured shall first be applied to indemnify bodily injuries.*

2. *If more than one person is injured and if the overall amount of indemnity awarded exceeds the sum insured, the rights of those entitled to indemnity from the Company shall be proportionally reduced to the total sum insured, without prejudice to the liability of those responsible for the accident to pay the amount of indemnity exceeding the sum insured.*
3. *In case the Insurer has, in good faith and by ignorance of the existence of other claimants, paid to one victim an indemnity of an amount higher than it is legally obliged to pay under the terms of the preceding paragraph, the Insurer shall only be liable in respect of any other claimants up to the balance of the sum insured.*

Article 16
(Subrogation)

After the payment of indemnity, the Insurer shall be entitled to the right of subrogation only against:

- a) *The person who has caused the accident fraudulently;*
- b) *The culprits and accomplices of the theft, burglary or theft of use of the motor vehicle causing the accident;*
- c) *The driver if he is not legally qualified or was under the influence of alcohol, narcotics or other drugs or toxic products, or when he has abandoned the victim;*
- d) *The person civilly liable for loss or damage caused to third parties from falling cargo as a result of faulty packing occurring during the respective transportation;*
- e) *The person responsible for the submission of the motor vehicle to the periodical inspection referred to in Article 10, when he does not discharge this duty, unless it can be proved that the accident was not caused or aggravated due to the malfunctioning of the motor vehicle.*

Article 17
(Traffic and occupational accidents)

1. *Where an accident is deemed to be both a traffic and occupational accident, the provisions of this decree shall apply taking into account also the specific legislation for employees' compensation insurance.*
2. *The provision of the preceding paragraph is applicable, with necessary adaptations, when the accident can be classified as an accident arising out of employment, under the terms laid down in the legal framework for civil service.*

CHAPTER III
DOCUMENTARY PROOF OF INSURANCE

Article 18
(Insurance evidence)

1. *The third party liability card or the provisional certificate of insurance, based on the format set out in Appendix II which forms an integral part of this Decree, shall act as evidence of insurance.*
2. *The provisional certificate of insurance substitutes temporarily the third party liability card and should be issued at the time of acceptance of the insurance or, if the policy is already in force, when any amendment requires the issuing of a new card.*
3. *The third party liability card and the provisional certificate of insurance are considered valid documents for penal purposes.*

Article 19
(Information to be contained in the card and in the certificate)

1. *The third party liability card and the provisional certificate of insurance shall compulsorily contain the following information:*
 - a) *The name and the symbol (logo) of the insurer;*
 - b) *The respective number;*
 - c) *Name of the insured;*
 - d) *Number of the policy, only on the card;*
 - e) *The date of expiry of the insurance or, in the case of the provisional certificate of insurance, its validity period, as well as the day and the hour of commencement of insurance;*
 - f) *The model and the registration number of the motor vehicle;*
 - g) *Limit of compensation per accident and per year;*
 - h) *Reference to the fact that the insurance contract shall cease to be effective, under the terms of the legislation in force, at 24:00 hours (midnight) on the day of sale of the motor vehicle.*
2. *The third party liability card or the provisional certificate of insurance issued by the insurers as proof of acceptance of insurance contracts from the persons or entities referred to in Article 2 paragraph 3, shall contain the information referred to in the preceding paragraph with the exception of sub-paragraph f); however, in its place, the said documents shall indicate the types of motor vehicles for which the insurance is valid.*

Article 20

(Time limit for issuing the card and the validity period of the certificate)

1. *The third party liability card shall be issued to the insured within the following periods:*
 - a) *Sixty days from the date of issue of the provisional certificate of insurance when it is the case of first payment of premium;*
 - b) *Thirty days from the date of expiry of the policy, in the case of renewals, or from the effective date of any amendment to the contract which requires the issuing of a new third party liability card.*

2. *The validity period of the provisional certificate of insurance from its date of issue shall not exceed sixty or thirty days respectively, depending whether it is issued on acceptance of insurance or when it is necessary to substitute the third party liability card due to a change in the insurance contract which necessitates the issuing of a new card.*

Article 21

(Obligation to maintain records)

The insurers are bound to keep on file or on computer disks records of monthly lists or copies of third party liability cards or provisional certificates issued during the last twelve months.

Article 22

(Verification of insurance)

1. *The drivers or persons obliged to insure the motor vehicle shall produce the respective insurance evidence whenever requested by the competent authorities.*

2. *During traffic checks conducted by the competent authorities, the drivers of motor vehicles shall be requested to produce, in addition to the legal documents necessary for driving and using a motor vehicle, any of the documentary evidence of insurance referred to in Article 18.*

CHAPTER IV
MOTOR VEHICLE GUARANTEE FUND

Article 23
(Nature and purpose)

1. *The Motor Vehicle Guarantee Funds, hereinafter called MVGF, is a corporate entity subject to the laws governing public entities, having administrative, financial and patrimonial autonomy, instituted within the scope of compulsory motor vehicle third party insurance.*
2. *The MVGF is competent to pay compensation for death or bodily injuries resulting from traffic accidents involving motor vehicles subject to compulsory insurance:*
 - a) *When the person responsible is unknown or does not benefit from valid or efficient insurance;*
 - b) *In case of bankruptcy of the insurer.*
3. *In all the acts and contracts relating to its rights and obligations, the MVGF shall be subject to the laws governing private entities.*
4. *The limit of compensation, per accident, payable by the MVGF shall be determined by the amounts fixed in the Schedule set out in Appendix I to this decree.*

Article 24
(Exclusions)

1. *Payment of compensation for death or bodily injuries is excluded from the MVGF in relation to:*
 - a) *The persons referred to in paragraph 1 of Article 4;*
 - b) *The persons carried in the motor vehicle subject to compulsory insurance when it is verified that the circumstances referred to in paragraph 2 a) of the preceding Article apply.*
2. *Also excluded from any benefit under the MVGF are the damages caused to the persons responsible, their accomplices and concealers of theft, burglary or theft of use of any motor vehicle involved in the accident, or to any passengers carried therein who had knowledge of the unlawful possession of the motor vehicle and who willingly allowed themselves to be carried in such vehicle.*

Article 25

(Subrogation and judicial request)

1. *After the compensation has been paid, the MVGF is subrogated to the rights of the injured party, being also entitled to the interest legally due on late payment and the reimbursement of the expenses incurred with the respective payment and collection.*
2. *In case of bankruptcy of the insurer, the MVGF is subrogated only against such insurer.*
3. *The injured party may make a judicial request to the MVGF, which has the right to involve the person subject to compulsory insurance and the co-responsibles in the suit.*
4. *Persons subject to compulsory insurance but who have not effected the same may be judicially requested by the MVGF under paragraph 1, and such persons shall have the right to recover from other persons responsible for the accident, if any, in respect of the amount which they have paid.*

Article 26

(Income and expenses)

1. *The following shall constitute income of the MVGF:*
 - a) *The amount, to be paid by each insurer, resulting from the application of a percentage, to be fixed by Executive Order, on the gross premium from direct motor vehicle insurance contracts written in the preceding financial year net of return premiums and cancellations;*
 - b) *The reimbursement to the MVGF, under the preceding Article;*
 - c) *Any other income which is attributed to the MVGF;*
 - d) *The result of financial investments of the income referred to in the preceding sub-paragraphs.*
2. *Contributions to the MVGF payable by insurers shall be made in the first quarter of each year.*
3. *For the fulfilment of the provision set out in paragraph 1 a), the insurers transacting motor insurance are authorized to collect from their insureds an additional premium equal to the percentage established therein.*
4. *The amount of the additional premium referred to in the preceding paragraph shall be indicated on the insurance premium receipt.*
5. *By the end of January of each year, the insurers shall send to the Monetary and Foreign Exchange Authority of Macau a report of direct gross premiums written under motor vehicle insurance during the preceding year, net of return premiums and cancellations.*

6. *The following shall constitute expenses of the MVGF:*
- a) *The expenses incurred in the preparation and management of claims and of recoveries;*
 - b) *The costs incurred on adjusted claims;*
 - c) *Other costs relating to the management of the MVGF.*

Article 27
(Other income)

- 1. *The MVGF, to meet contingent liabilities exceeding its cash assets, may recover from the insurers up to a limit of 1% of the total gross premiums of direct motor vehicle insurance written in the preceding financial year, net of return premiums and cancellations.*
- 2. *The amount collected in a certain year, according to the provision of the preceding paragraph, is reimbursable by April 30th of the following year.*
- 3. *In duly proved exceptional circumstances, the Territory may make a donation corresponding to the amount of costs exceeding the current income of the MVGF.*

Article 28
(Priority for the payment of indemnity)

The priorities for the payment of indemnity established in Article 15 are applicable to the MVGF.

Article 29
(Management bodies of the MVGF)

The management bodies of the MVGF are the Administrative Board, the Supervisory Committee and the Consultative Council.

Article 30
(Administrative Board)

The Administrative Board shall be composed of the Chairman of the Board of Directors of the Monetary and Foreign Exchange Authority of Macau, who shall preside and have the casting vote, and of the remaining directors of the said institution.

Article 31

(Powers and functioning of the Administrative Board)

1. *The Administrative Board is empowered to:*
 - a) *Take charge of the direction and coordination of the activities of the MVGF;*
 - b) *Represent the MVGF in Court and outside and to desist, compromise, admit in any litigation and accept responsibility in arbitrations;*
 - c) *Collect the income of the MVGF and authorize payment of the expenses incurred by the MVGF;*
 - d) *Approve the private budget of the MVGF and the respective revisions and submit the same to the Governor for ratification;*
 - e) *Prepare the management report and accounts and submit the same to the Governor for ratification;*
 - f) *Submit, under the terms of the law, the management accounts for the judgement of the Court of Audit;*
 - g) *Manage the assets of the MVGF, by using the general or specific powers of administration and, in particular, to buy and sell property, let out or take on rent and accept any lien or costs on the said assets;*
 - h) *Supervise in full the activity of the MVGF;*
 - i) *Pass resolutions on all matters of interest to the MVGF and which are not excluded by law from its powers.*
2. *The Administrative Board shall meet whenever its Chairman or the majority of its members convene the meeting, passing the resolutions by a majority vote, with the minutes of the meeting being required to be drawn up in writing and signed by all the members present.*
3. *The Administrative Board may delegate, by resolution, the powers to one or more members of the Board and authorize the subdelegation of such powers, setting out the respective limits and conditions.*
4. *The Administrative Board may constitute, by resolution or through a notarized instrument, mandatories outside the MVGF under the terms of the law.*
5. *The Chairman of the Administrative Board is substituted in his absence or impediments by the director so nominated by him.*

Article 32
(Supervisory Committee)

The Supervisory Committee is composed of the Chairman of the Supervisory Committee of the Monetary and Foreign Exchange Authority of Macau, who shall preside and have the casting vote, and of the two members of this Committee.

Article 33
(Powers and functioning of the Supervisory Committee)

1. *The Supervisory Committee is empowered to:*
 - a) *Accompany the operation of the MVGF and monitor the compliance with the applicable legal and regulatory norms;*
 - b) *Examine the accounting and follow the execution of the budget, obtaining the information and explanations deemed necessary to accompany the management;*
 - c) *Examine and check the books, registers and documents, so too verify any amounts deemed necessary or convenient;*
 - d) *Give its opinion on all matters submitted to its consideration by the Administrative Board of the MVGF;*
 - e) *Give its opinion on the management report and accounts of the MVGF;*
 - f) *Prepare and submit to the higher authorities the annual report on its activity;*
 - g) *Execute other duties not incompatible with its functions which are related with the MVGF and which are especially requested by the Governor.*
2. *The Supervisory Committee shall meet whenever its Chairman or its two members convene the meeting, passing the resolutions by a majority vote, with the minutes of the meeting required to be drawn up in writing and signed by all the members present.*
3. *A representation of the Supervisory Committee may attend the meetings of the Administrative Board and of the Consultative Council, without the right for a vote.*
4. *The Supervisory Committee shall inform the Administrative Board on the examination carried out, the follow up actions taken and the results of the same.*
5. *The Chairman of the Supervisory Committee shall be substituted in his absence or impediments by the member so nominated by him.*

Article 34
(Consultative Council)

1. *The Consultative Council is a consultative body composed of the Chairman of the Administrative Board, who shall preside and have the casting vote, including the following members:*
 - a) *The remaining members of the Administrative Board;*
 - b) *Two representatives of the Macau Insurers' Association proposed by the Association and approved by decision of the Governor.*
2. *The Consultative Council shall have a secretary, nominated by the chairman, who shall attend the meetings, without the right for a vote.*
3. *The representatives referred to in paragraph 1 b) shall hold the office for a term of two years, renewable.*
4. *The Chairman of the Consultative Council shall be substituted by the member so nominated by him.*

Article 35
(Powers and functioning of the Consultative Council)

1. *The Consultative Council is empowered to:*
 - a) *Give its opinion on the draft private budget of the MVGF and on the management accounts;*
 - b) *Give its opinion on the payment of compensation and the constitution of judicial mandatories;*
 - c) *Accompany the activity of the MVGF, making the suggestions and recommendations considered necessary.*
2. *The Consultative Council shall meet whenever its Chairman or a majority of its members convene the meeting, passing the resolutions by a majority vote, with the minutes of the meeting being required to be drawn up in writing and signed by all the members present.*

Article 36
(Assets)

The assets of the MVGF shall comprise all the assets acquired by the MVGF as a result of investment of its resources.

Article 37
(Accounting)

The accounting system of the MVGF shall be based on the chart of accounts for private entities and shall follow the format approved by decision of the Governor, under the terms laid down to regulate the financial system of autonomous entities.

Article 38
(Budget management)

1. *The time table for the preparation of the MVGF budget shall be made according to what is fixed annually by decision of the Governor.*
2. *The private budget of the MVGF shall be approved by Executive Order of the Governor and published in the Official Gazette and the same shall be included in the General Budget of the Territory in the form of annexes.*
3. *The MVGF may present a maximum of three supplementary budgets.*

Article 39
(Technical and administrative support)

The technical and administrative support necessary to carry out the activities of the management bodies of the MVGF, including the organization and execution of its accounting system shall be handled by the Monetary and Foreign Exchange Authority of Macau.

CHAPTER V
SANCTIONS

Article 40

(Use of vehicle without insurance and seizure of the motor vehicle)

1. *Any person who uses or permits any other person to use a vehicle subject to compulsory insurance, without having such insurance, shall be fined under the terms established in the Traffic Code.*
2. *If the insurance evidence, as stated in Article 22, is not presented within eight days from the date of request of the competent authorities, the motor vehicle shall be seized till the respective proof of insurance is produced and the fine laid down in the Traffic Code is paid.*
3. *In case of an accident, the failure to produce the said insurance evidence shall result in the seizure of the motor vehicle, and the vehicle shall only be released on payment of the indemnity due, or if a guarantee is furnished for the minimum amount of insurance, or if duly proved the existence of such guarantee on the date of the accident.*

Article 41

(Misuse of the insurance document)

Any person misusing the third party liability card or the provisional certificate of insurance shall be fined from 500 to 1,500 patacas.

Article 42

(Repeated failure to comply)

In case of repeated failure to comply, the minimum and maximum amounts laid down in the preceding Article shall be doubled.

Article 43

(Saving for third party liability and criminal proceedings)

The provisions of Articles 40 to 42 shall not affect the civil and/or the criminal responsibility of the offenders.

Article 44

(Penalties applicable to insurers)

Insurers who fail to comply with the provisions of the present Decree shall be punished according to the provisions applicable to the offences related to the insurance activity.

CHAPTER VI
FINAL PROVISIONS

Article 45
(Litigation procedure)

1. *In any action or prosecution to determine the third party liability for traffic accidents covered by the compulsory insurance, be it in a civil litigation or in a criminal proceedings, the intervention of the insurer or insurers of the defendant shall be obligatory, or such action or prosecution shall be deemed null and void.*
2. *If the claim filed for damages is within the limits laid down under Article 6 paragraph 1, the action, when carried out in a civil litigation, shall obligatorily be only against the insurer who may involve, if necessary, its insured in the action.*
3. *The provision of the preceding paragraphs are applicable to the Motor Vehicle Guarantee Fund, in place of the insurer or insurers, whenever the fund is involved in litigation under the terms of this Decree.*
4. *In the actions or prosecutions referred to in the preceding paragraph 1, which are carried out in civil litigation, it is permissible to file countersuits.*
5. *The period fixed in the Traffic Code, for claiming damages in a criminal suit, shall commence from the date of notification made to the victims for the purpose of, if they so intend, drawing up their petition for damages.*
6. *The Motor Vehicle Guarantee Fund shall be exempt from all charges and judicial costs incurred in proceedings in which it intervenes.*

Article 46
(Tariff of insurance premiums and conditions)

The tariff of insurance premiums and conditions for Motor Vehicle Insurance shall be established by Executive Order.

Article 47
(Legislation revoked)

The following legislation is hereby revoked:

- a) *Law n° 7/83/M of 9 July, with the exception of Articles 2 and 3 whose revocation shall take effect on 1st January 1996;*
- b) *Decree-Law n° 53/83/M of 30 December;*
- c) *Executive Order n° 214/83/M of 30 December;*
- d) *Executive Order n° 216/83/M of 30 December.*

Article 48
(Commencement)

1. *The present Law shall come into force on 1st January 1995 and shall apply to all insurance contracts entered into on or after this date, including the insurance contracts which are in force on the said date.*
2. *Notwithstanding the provision of the preceding paragraph, Article 4 of this law shall come into force on 1st January 1996.*
3. *The contracts which are in force on the date of commencement of the present law shall be deemed to have been entered into under the provisions of this Ordinance, without prejudice, however, to the right of the insurance companies to any additional premium that may be due, and such additional premium shall be collected before the expiry of the respective period of insurance.*

Approved on 24th November, 1994.

To be published.

The Governor, Vasco Rocha Vieira

APPENDIX I
SCHEDULE OF MINIMUM SUMS FOR THIRD PARTY MOTOR VEHICLE
INSURANCE

(Article 6 paragraph 1 of Decree-Law n° 57/94/M, of 28th November)

<i>Types of Vehicles</i>	<i>SUM INSURED</i>		
	<i>Per Year</i>	<i>Per accident</i>	
		<i>From 01/01/95</i>	<i>From 01/01/97</i>
- <i>Cycles with motor, mopeds and farm tractors</i>	<i>Unlimited</i>	<i>MOP 375,000.00</i>	<i>MOP 500,000.00</i>
- <i>Light motor vehicles and motorcycles</i>	<i>Unlimited</i>	<i>MOP 750,000.00</i>	<i>MOP 1,000,000.00</i>
- <i>Light motor vehicles for taxi, hire and hire without driver</i>	<i>Unlimited</i>	<i>MOP 1,000,000.00</i>	<i>MOP 1,500,000.00</i>
- <i>Heavy motor vehicles used for the carriage of passengers:-</i>			
- <i>Loss or damage to third parties not carried</i>	<i>Unlimited</i>	<i>MOP 1,500,000.00</i>	<i>MOP 2,000,000.00</i>
- <i>Loss or damage to passengers carried</i>	<i>Unlimited</i>	<i>The sum insured is the result of the passenger carrying capacity times MOP 100,000.00</i>	<i>The sum insured is the result of the passenger carrying capacity times MOP 100,000.00</i>
- <i>Heavy motor vehicles for public transportation used for the carriage of goods</i>	<i>Unlimited</i>	<i>MOP 1,500,000.00</i>	<i>MOP 2,000,000.00</i>
- <i>Heavy motor vehicles used for the carriage of goods and industrial tractors</i>	<i>Unlimited</i>	<i>MOP 1,500,000.00</i>	<i>MOP 2,000,000.00</i>
- <i>Motor sport events:-</i>			
- <i>Motor cycle events</i>	<i>Unlimited</i>	<i>MOP 3,750,000.00</i>	<i>MOP 5,000,000.00</i>
- <i>Motor vehicle events</i>	<i>Unlimited</i>	<i>Unlimited</i>	<i>Unlimited</i>

APPENDIX II
FORMAT OF THE THIRD PARTY LIABILITY CARD
AND OF THE PROVISIONAL CERTIFICATE OF INSURANCE
(Article 18 paragraph 1 of Decree-Law n° 57/94/M, of 28th November)

<i>THIRD PARTY LIABILITY CARD</i>				N° _____	
<i>INSURED</i> _____					
<i>Policy Number</i>	<i>Expiry</i>	<i>Motor vehicle</i>		<i>Limit of compensation</i>	
		<i>Model</i>	<i>Registration n°</i>	<i>Per accident</i>	<i>Per Year</i>
_____	___/___/___			<i>MOP</i>	<i>Unlimited</i>
<i>Name of the Company</i> <i>Seal and signature</i>					

<i>PROVISIONAL CERTIFICATE OF INSURANCE</i>				N° _____	
<i>INSURED</i> _____					
<i>Commencement of insurance</i>		<i>Motor vehicle</i>		<i>Limit of compensation</i>	
<i>Day</i>	<i>Hour</i>	<i>Model</i>	<i>Registration N°</i>	<i>Per accident</i>	<i>Per year</i>
___/___/___				<i>MOP</i>	<i>Unlimited</i>
<i>It is stated that this provisional certificate of insurance replaces temporarily the third party liability card and it is valid until</i> _____ / ___ / ___.				<i>Name of the Company</i> <i>Seal and signature</i>	

In any of the documents, reference may be made to the fact that the insurance policy shall cease, under the legislation in force, at 24:00 hours (midnight) on the day of sale of the motor vehicle.

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Executive Order N° 248/94/M
OF 28TH NOVEMBER

Decree Law n° 57/94/M of 28th November states that the income of the Motor Vehicle Guarantee Fund shall be derived from the amount to be paid by each insurer, resulting from the application of a percentage, as fixed by Executive, on the gross premium from direct motor vehicle insurance contracts written in the preceding financial year net of return premiums and cancellations.

It also stipulates that for the fulfilment of the above requirement, the insurers are authorized to collect from their insureds the respective additional.

Hereby;

Considering the proposal of the Monetary and Foreign Exchange Authority of Macau;

After hearing the Consultative Council;

Pursuant to the provision of Article 26 paragraph 1 a) of Decree-Law n° 57/94/M of 28th November, and under the terms of Article 16 paragraph 1 c) of the Macau Organic Statute, the Governor determines:-

Article 1. The percentage referred to in Article 26 paragraph 1 a) of Decree-Law n° 57/94/M of 28th November is hereby fixed at 2.5% (two and a half percent).

Article 2. The Executive Order n° 213/83/M of 30th December is hereby revoked.

Article 3. This Executive Order shall come into force on 1st January 1995.

Government of Macau, 24th November, 1994.

To be published

The Governor Vasco Rocha Vieira.

Executive Order N° 249/94/M
OF 28TH NOVEMBER

Decree Law n° 57/94/M of 28th November, stipulates that the terms and conditions of the uniform policy of Motor Vehicle Insurance will be established by Executive Order.

Hereby;

Taking into consideration the proposal of the Monetary and Foreign Exchange Authority of Macau, and after the opinion of the Macau Insurers' Association;

After hearing the Consultative Council;

Pursuant to the provision of Article 7 paragraph 1 of Decree-Law n° 57/94/M of 28th November, and under the terms of Article 16 paragraph 1 c) of the Macau Organic Statute, the Governor determines the following:-

Article 1. The General Conditions and the Schedule of Motor Vehicle Third Party Insurance are those contained in the text annexed to the present Executive Order which forms an integral part thereof.

Article 2. The Executive Order n° 213/83/M of 30th December is hereby revoked.

Article 3. This Executive Order comes into force on 1st January 1996.

Government of Macau, 24th November, 1994.

To be published

The Governor Vasco Rocha Vieira.

UNIFORM POLICY FOR MOTOR VEHICLE INSURANCE

Whereas the Insured has paid or agreed to pay to(hereinafter called the Company), the premium referring to the covers mentioned in the Schedule, this insurance policy witnesseth that, subject to the Terms and the Schedule and the corresponding proposal (which forms an integral part of the contract), the Company will pay:-

- (i) concerning the cover of “Third Party Risk”, compensation legally due for bodily injury or property damage caused to third parties as a result of the use of the Motor Vehicle, for which the Insured is liable under the laws in force;*
- (ii) concerning the cover on the “Motor Vehicle Risk”, if this has been agreed upon by the Company, an indemnity for loss or damage to the insured Motor Vehicle caused by or arising from “Impact, Collision or Overturning”, “Fire, Lightning or Explosion”, “Theft or Burglary”, “Isolated Breakage of Glass”, “Flood”, “Typhoon”, “Tropical Storm”, “Volcanic Eruption”, “Earthquake” and “Other Convulsions of Nature”.*

MOTOR VEHICLE CLASS

TERMS OF THE POLICY

Introductory Article

(Contents and geographical area)

- 1. This Policy comprises the conditions of the third party motor vehicle insurance and supplementary risks containing special provisions for compulsory insurance, additional insurance and general provisions for both kinds of insurance.*
- 2. The insurance provided in this Policy is limited to the territory of Macau unless otherwise agreed.*

CHAPTER I

Special Provisions for Compulsory Insurance

Article 1

(Scope of insurance)

The insurance, as regulated in the articles of the present Chapter I, corresponds to the legal requirements in respect of the obligation to insure, and it is not permissible to alter the provisions of this Policy which regulate the said insurance.

Article 2

(Extension)

- 1. The insurance covers the third party liability of the owner, usufructuary, buyer in a credit purchase, hirer in a hire-purchase or user of the motor vehicle, as well as the liability of the lawful holders or drivers, for loss or damage caused to third parties as a result of the use of the insured motor vehicle, subject to the limits of liability and the conditions legally established.*
- 2. The insurance referred to in Article 1 comprises also the duty to repair the loss or damage caused to third parties in traffic accidents fraudulently produced or resulting from burglary, theft or theft of use in which the accident is attributable to those causing the crime.*

Article 3

(Exclusions)

- 1. The insurance does not provide cover for any loss or damage caused to the following persons:*
 - a) Driver of the motor vehicle and the Policyholder;*
 - b) Those whose liability is guaranteed, according to the preceding Article 2 paragraph 1, namely in consequence of co-ownership of the insured motor vehicle;*
 - c) Spouse, ascendants, descendants or adopted by the persons referred to in the preceding sub paragraphs a) and b), as well as any other relatives up to the third degree of consanguinity of those persons but, in the latter case, only when they cohabit with or depend on such persons;*
 - d) Legal representatives of corporate entities or commercial companies liable for the accident, when such representatives are on duty, as well as the Insured's employees, officials and mandatories;*

e) *Those who, according to the Civil Law, benefit from the right to indemnity provided by links with any of the persons referred to in the preceding subparagraphs.*

2. *The insurance also does not provide cover for any loss or damage caused:*

a) *To the motor vehicle;*

b) *To the goods carried in the insured motor vehicle either during transit or in connection with loading and unloading of the motor vehicle;*

c) *To third parties as a result of loading and unloading the motor vehicle;*

d) *To the passengers when they are being carried in breach of any provisions of the Traffic Regulations Code relating to the transportation of such persons;*

e) *Caused directly or indirectly by explosion, release of heat or radiation due to disintegration or nuclear fission, artificial acceleration of atoms or radioactivity;*

f) *Occurring during motor sport events as well as during any official training sessions, unless the same is insured under a specific cover according to the terms of this Policy.*

Article 4

(Insurance evidence)

1. *The third party liability card or the provisional certificate of insurance acts as evidence of insurance.*

2. *The provisional certificate of insurance replaces temporarily the third party liability card and should be issued on acceptance of the insurance or, if the Policy is in force, when any amendment compels the issuing of a new card.*

CHAPTER II

Special Provisions for Additional Insurance

Article 5

(Scope of additional insurance)

The additional insurance set out in Chapter II, comprises the risks not covered by the compulsory third party insurance.

SECTION I

Supplementary Third Party Cover

Article 6

(Scope of insurance)

1. *The third party insurance comprised by this cover will be in force outside the scope of the compulsory insurance but supplementary thereto as expressly stated in the Schedule.*
2. *The cover provided in the preceding paragraph does not include the following loss or damage:*
 - a) *Referred to in Article 3, except in the case of paragraph 2 b) of the said Article the loss or damage shall be covered if this be expressly stated in the Policy Schedule.*
 - b) *Caused to third parties in traffic accidents fraudulently produced or resulting from burglary, theft or theft of use.*

SECTION II

Cover on the Motor Vehicle

Article 7

(Scope of insurance)

1. *The insurance comprised by the cover on the motor vehicle indemnifies against loss or damage to the motor vehicle caused by or arising from "Impact, Collision or Overturning", "Fire, Lightning or Explosion", "Theft or Burglary", "Isolated Breakage of Glass", "Flood", "Typhoon", "Tropical Storm", "Volcanic Eruption", "Earthquake" and "Other Convulsions of Nature".*

2. *The cover of “Impact, Collision or Overturning” indemnifies against loss or damage caused to the insured motor vehicle resulting from:-*
 - i) *“Impact”, clash of the motor vehicle against any fixed body;*
 - ii) *“Collision”, accident between the motor vehicle and any other body in motion; or*
 - iii) *“Overturning”, accident in which the motor vehicle loses its normal position.*
3. *The cover of “Fire, Lightning or Explosion” indemnifies against loss or damage caused to the insured motor vehicle resulting from fire, lightning or accidental explosion, whether such motor vehicle is stopped or in motion, parked in a garage or in any other building.*
4. *The cover of “Theft or Burglary” indemnifies against loss or damage caused by the disappearance, destruction or deterioration of the motor vehicle resulting from burglary, theft, or theft of use (attempted, frustrated or consummated). In the event of the disappearance of the motor vehicle the Company shall be liable for the payment of indemnity after 60 days from the date of notification of the occurrence to the police, if at the end of that period the motor vehicle has not been found.*
5. *The cover of “Isolated Breakage of Glass” indemnifies against loss or damage caused to the glass incorporated in the insured motor vehicle, but excludes any internal or external mirrors, arising from accidental breakage or not, with the motor vehicle stopped or in motion, subject, however, to the exceptions referred to in Article 11.*
6. *The cover of “Flood”, “Typhoon”, “Tropical Storm”, “Volcanic Eruption”, “Earthquake” or “Other Convulsions of Nature” indemnifies against loss or damage caused to the insured motor vehicle by any of these risks, with the Insured being liable to take all reasonable and normal steps for the protection and safety of the motor vehicle insured by this Policy.*

Article 8

(Company’s rights in the event of a claim)

1. *At its own option the Company may pay in cash the amount of the loss or damage, or may repair, reinstate or replace the motor vehicle or any part thereof or its accessories or spare parts.*
2. *The repairs referred to in the preceding paragraph will be made in an adequate manner to restore the damaged part of the insured motor vehicle to its condition preceding the accident, taking into account the rules defined in Article 14.*
3. *The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts, bearing in mind that this liability shall be*

limited to the reasonable market value of the motor vehicle, without exceeding, however, the value declared by the Insured and stated in the Schedule.

4. *The supply of a part not obtainable from stocks in Macau, or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such part shall be limited to:-*
 - a) *(i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents in Macau; or*
 - (ii) if no such catalogue or price list exists, the price last quoted at the manufacturer's works, plus the reasonable cost of normal transport (other than by air) to Macau and the amount of the respective import duty, if any; and*
 - b) *the reasonable cost of fitting such part.*

Article 9

(General exceptions to all risks of the cover on the Motor Vehicle)

The cover on the motor vehicle does not include loss or damage caused to:-

- a) *Letters, designs, emblems, logos or propaganda on the insured motor vehicle, when they are not mentioned in the Policy with their respective values;*
- b) *Equipment, accessories and apparatus not incorporated originally in the motor vehicle, when they are not mentioned in the Policy with their respective values.*

Article 10

(Specific exceptions to each risk of the cover on the Motor Vehicle)

1. *The cover of "Impact, Collision or Overturning" does not comprise the loss or damage:*
 - a) *Resulting from bad condition of the roads or ways, when such fact does not produce any of the above risks;*
 - b) *Directly and exclusively resulting from defects of manufacture, erection or tuning, own vice or bad maintenance of the insured motor vehicle;*
 - c) *Directly produced by mud or tar or other material used for the construction of roads;*
 - d) *To the wheels, inner tubes and tyres unless the loss or damage is caused by "Impact, Collision or Overturning" and there is any other loss or damage to the motor vehicle;*
 - e) *Deliberately or involuntarily caused by own occupants or other persons with any objects held or thrown;*

- f) *Resulting from circulation in areas which are not meant for the insured motor vehicle;*
 - g) *Caused by objects transported or during loading and unloading;*
 - h) *Caused by overloading or transportation of objects that prejudice the stability and control of the motor vehicle.*
2. *The cover of “Fire, Lightning or Explosion” does not comprise the loss or damage caused to the apparatus or electric installation, unless such loss or damage results from any such risks.*
3. *The cover of “Theft or Burglary” does not comprise the loss or damage:*
- a) *Deliberately caused by the Insured or by any person for whom the Insured is responsible;*
 - b) *That consists in consequential loss or loss of profits or results sustained by the Insured due to deprivation of use, replacement expenses or depreciation of the insured motor vehicle as a result of accident or arising from normal depreciation, wear and tear or consumption.*
4. *The cover of “Flood”, “Typhoon”, “Tropical Storm”, “Volcanic Eruption”, “Earthquake” and “Other Convulsions of Nature” does not comprise loss or damage consisting in consequential loss or loss of profits or results sustained by the Insured due to deprivation of use, replacement expenses or depreciation of the insured motor vehicle as a result of accident.*

Article 11
(Other exceptions)

In addition to the exceptions established for compulsory insurance, as referred to in Article 3, with the exclusion of the provision established in its paragraph 2 a), and the other exceptions established in Article 9 and 10, the Company shall also not be liable for loss or damage under “Third Party” risks referred to in Article 6, and in respect of “Impact, Collision or Overturning”, “Fire, Lightning or Explosion”, and “Isolated Breakage of Glass” risks, in the following cases:-

- a) *When the motor vehicle is being driven by a person legally not qualified;*
- b) *When the loss or damage is deliberately caused by the Insured or by any person for whom he is responsible;*
- c) *When the driver of the motor vehicle insured by this Policy is insane, or in case the driver is under the influence of alcohol, narcotics, or other drugs or toxic products;*
- d) *War, mobilization, revolution, strikes, labour disturbances, riots and/or persons acting with malicious intentions taking part or not in disturbances to the public*

order, sabotage, use of authority force or power, martial law or usurped civil or military power;

- e) Occurring in different use of the motor vehicle and with higher risk than stated in the Schedule of this Policy;*

- f) When the loss or damage consists in consequential loss or loss of profits or results sustained by the Insured due to deprivation of use, replacement expenses or depreciation of the insured motor vehicle as a result of accident or arising from natural depreciation, wear and tear or consumption.*

Article 12
(Excess)

- 1. Cover against "Impact, Collision or Overturning", "Flood", "Typhoon", "Tropical Storm", "Volcanic Eruption", "Earthquake" or "Other Convulsions of Nature" shall be subject to the application of a compulsory excess of 2% of the value of the motor vehicle stated in the Policy with a minimum of six hundred patacas, always to be deducted in respect of each and every claim, and such percentage and amount shall be doubled if the insured vehicle is over five years old, without prejudice to the excess established in the following paragraph 3.*
- 2. The excess referred to in the preceding paragraph shall not be applicable when the insured motor vehicle is a motorcycle or cycle with motor and bicycle or tricycle with pedals for passengers or goods transportation.*
- 3. The excess referred to in paragraph 1 shall be doubled if the driver of the insured motor vehicle is at the moment of the accident younger than 25 years or has held a full driving licence for less than 2 years.*

Article 13
(Reduction and reinstatement of sum insured)

- 1. In the event of claim under the cover on the motor vehicle, the amount of the indemnity will be deducted from the insured value, which will stand reduced in connection with the indemnity or indemnities paid during the period of insurance for which the premium has been paid or has become due.*
- 2. The Insured may reinstate the sum insured with the payment of an additional premium corresponding to the part of the reinstated sum for the unexpired period up to the term or renewal of the Policy.*

Article 14

(Computation of the loss or damage that can be indemnified)

According to the provisions of the applicable legislation, the indemnity for loss or damage to the insured motor vehicle resulting from accident under this policy:

- a) Shall be calculated in the proportion of the difference between the market value and the insured value, if the insured value is lower than the market value; if a total loss results from the accident, the amount of the salvage will be apportioned between the parties in the same proportion.*
- b) Shall be limited to the market value of the motor vehicle at the time of the loss or damage, even if this value is lower than the insured value declared in the Policy.*

CHAPTER III

General Provisions for Compulsory Insurance and for Additional Insurance

Article 15

(Limits of liability)

The limits of liability of the Company in connection with the risks covered by this Policy shall be as stated in the Schedule, without prejudice to the minimum limits legally established for the compulsory third party insurance.

Article 16

(Commencement and duration of the insurance contract)

- 1. This contract of insurance will be in force from the day shown on the third party liability card or on the provisional certificate of insurance and will be valid for the period of insurance referred to in the Schedule.*
- 2. The insurance contract may be for a fixed and determined period – short term period – or for one year renewable.*
- 3. If the insurance was contracted for one year renewable, it is automatically renewed at the term of each period, unless any of the parties gives notice of cancellation by registered letter thirty days in advance.*

Article 17

(Interruption or cancellation of the contract)

Any reference in this Policy or in the Schedule to interruption or cancellation of the insurance shall mean that the contract will terminate at midnight on the relevant day.

Article 18
(Change of circumstances)

The Insured is compelled to notify the Company within eight days after any change of circumstances that may materially affect the risk; in case of absence of such notification the Insured shall indemnify the Company for any loss or damage and shall equally pay the additional premium, if any.

Article 19
(Sale of the motor vehicle)

- 1. In case of sale of the motor vehicle, the Policy shall be in force until 24:00 hours on the day of sale unless the insurance is transferred to a new motor vehicle; in the event of nonreplacement of the motor vehicle after its sale, the policy will be cancelled and the Insured will be entitled to a return-premium relating to the unexpired period of risk.*
- 2. The Insured shall notify the Company within twenty-four hours of the sale of the motor vehicle.*
- 3. In case of nonfulfilment of this provision the Insured shall be required to pay an indemnity to the Company equal to the premium corresponding to the period in which the transfer was kept unknown, without prejudice to the cancellation of the contract under paragraph 1.*
- 4. The notice of sale of the motor vehicle shall be accompanied by the provisional certificate of insurance or by the third party liability card.*
- 5. In case of nonfulfilment of the provision of the preceding paragraph, the Company shall inform the authorities in order that the provisional certificate of insurance or the third party liability card can be seized.*

Article 20
(Death of the Insured)

In the event of death of the Insured the rights and duties under the Policy shall be transferred to his heirs.

Article 21
(Payment of premium)

1. *The premium shall be payable to the Company on demand; where the contract provides for the payment of the premium by instalments, the Insured is obliged to pay immediately to the Company all outstanding instalments in case of nonfulfilment of payment of any one instalment or of cancellation of the contract in advance, without prejudice to the provision of Article 25, paragraph 2, or, also, in the event of a claim.*
2. *The third party liability card or the provisional certificate of insurance shall be handed over to the Insured only after the payment of the premium.*
3. *In case of nonfulfilment of payment of the premium, the Company shall notify the Insured by registered letter stating that the contract will be cancelled after 30 (thirty) days from the date of the acknowledgement receipt if during such period the Insured does not pay the premium.*
4. *During the period referred to in the preceding paragraph the Company shall not issue the third party liability card.*
5. *After the term of the period referred to in paragraph 3 and if the premium has not been paid, the Company will terminate the contract forthwith, without prejudice to its right to receive the premium corresponding to the expired period, according to the tariff system in force.*

Article 22

(No claim discount)

1. *If the event of no claim being made or arising under the motor vehicle Policy during a period of insurance specified below immediately preceding the renewal of the Policy, the renewal premium shall be reduced as follows:-*

<i>Period of insurance</i>	<i>Reduction</i>
<i>- The preceding year.....</i>	<i>10%</i>
<i>- The preceding two consecutive years.....</i>	<i>20%</i>
<i>- The preceding three consecutive years.....</i>	<i>30%</i>
<i>- The preceding four consecutive years.....</i>	<i>40%</i>
<i>- The preceding five or more consecutive years.....</i>	<i>50%</i>

2. *Notwithstanding a single claim being made or arising during a period of insurance when the premium is based on a 40% or 50% reduction, the Insured shall at the next renewal be deemed to have been claims free for the preceding year or the preceding two consecutive years respectively.*

3. *If more than one vehicle is described in the Schedule of the Policy, the “No claim discount” shall be applied as if a separate policy had been issued in respect of each vehicle.*
4. *In case of transfer of contract with “No claim discount”, the insurer to whom the insurance is transferred may concede such discount provided there is a written confirmation of such right by the previous insurer.*

5. *When the Insured comes from another country or territory in which he is entitled to the "No claim discount" and if he has any proof of that, the Company may concede a discount as if the preceding contract was subject to the provisions established in this Article.*

Article 23

(Notification of accidents and procedures for claims)

1. *In the event of an accident which may give rise to a claim under this Policy, the Insured shall give notice thereof to the Company with full particulars as soon as possible but not later than eight days from the date of the accident.*
2. *In case of absence of notification or of late notification the Insured shall indemnify the Company for any loss or damage, namely when, due to the lack of notification or late notification, the liability of the Company in respect of third parties has been aggravated.*
3. *The Insured shall take all reasonable steps to reduce or prevent any increase in the loss or damage for which the Company is liable and shall not undertake any transactional arrangements without express authorization from the Company.*
4. *Every claim, writ, summons or process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given to the Company immediately after the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such accident.*
5. *In case of burglary, theft or theft of use of the insured motor vehicle the Insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.*
6. *No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified, without the written consent of the Company, which shall be entitled, if it so desires, to take over the conduct in the name of the Insured or of such person the defence or settlement of any claim.*
7. *The Company is also entitled, for its own benefit and in the name of the Insured or any person claiming to be indemnified, to conduct the claim for loss or damage and shall have full discretion in the conduct of any proceedings and in the settlement of any claim, and the Insured and such person shall give all such information and assistance as the Company may require.*

Article 24

(Priority in the payment of indemnity)

1. *The sum insured for the third party liability cover shall apply in priority to indemnifying bodily injuries.*
2. *If more than one person is injured and if the overall amount of indemnity awarded exceeds the sum insured, the rights of those entitled to indemnity from the Company shall be proportionally reduced to the total sum, without prejudice to the liability of those responsible for the accident to pay the amount of indemnity exceeding the sum insured.*
3. *In case the Insurer has, in good faith and by ignorance of the existence of other claimants, paid to one victim an indemnity of an amount higher than it is legally obliged to pay under the terms of the preceding paragraph, the Insurer shall only be liable in respect of any other claimants up to the balance of the sum insured.*

Article 25

(Cancellation or reduction of amount insured)

1. *At any time the Insured may cancel the contract or reduce the amount insured in this Policy by sending at least 30 (thirty) days' notice by registered letter to the Company. However, the reduction may not result in a sum lower than the minimum legal capital for third party risks. Also the Company has the same right in respect of additional insurance.*
2. *Any return premium will be computed proportionally to the unexpired period of risk, if the decision to cancel or reduce cover was taken by the Company. When such decision is taken by the Insured the return-premium will be calculated according to the tariff system in force for short-term insurance. In case the cancellation has resulted from the failure of the Insured to pay the premium, the Company will act according to the provisions established by law.*
3. *If during the year in which the cancellation of the contract occurs, one or more claims have been notified, such rescission by any party is subject to the provisions laid down in the preceding paragraphs. However, for the computation of the return-premium regard shall be had only to that portion of the cover which exceeds the amount of the claim or claims if such amount was not reinstated.*
4. *Any return of premium in accordance with the provisions in the preceding paragraphs is conditional upon the Insured surrendering the current third party liability card or the provisional certificate of insurance.*

Article 26
(Arbitration)

1. *All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties.*
2. *In case the Arbitrators do not agree the decision shall be that of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall preside at the meetings of the Arbitrators.*
3. *In case the Arbitrators do not agree upon the appointment of the Umpire, an Umpire will be appointed by the Court of Macau.*
4. *Each of the parties in difference shall pay the expenses of his Arbitrator and half of the expenses of the Umpire.*
5. *The making of an Award shall be a condition precedent to any right of action against the Company.*

Article 27
(Jurisdiction)

The Court of Macau is qualified in respect of judgements arising from this contract.

<i>MOTOR VEHICLE</i>		<i>POLICY SCHEDULE</i>				<i>POLICY N°</i>		
<i>INSURED</i>				<i>ADDRESS</i>				
<i>Date of commencement of insurance (from hours)</i>		<i>Period of insurance</i>		<i>Expiry date (up to 24:00 hours)</i>				
<i>INSURED VEHICLE</i>								
<i>Registration n°</i>	<i>Make-model</i>	<i>Engine n°</i>	<i>Year of manufacture</i>	<i>Cubic capacity</i>	<i>Seating capacity/gross weight</i>	<i>Type of body</i>	<i>Use</i>	
<i>INSURED RISKS AND LIMITS OF LIABILITY</i>								
<i>THIRD PARTY RISKS</i>				<i>LOSS OR DAMAGE TO THE INSURED VEHICLE</i>				
<i>COVERS</i>		<i>Limits of liability</i>		<i>COVERS</i>		<i>Insured Value</i>		
		<i>Per accident</i>	<i>Per year</i>					
<i>I- Bodily injury and material damage caused to third parties</i>		\$	<i>Unlimited</i>	<i>III- Impact, Collision or Overturning, Fire, Lightning, or Explosion, Theft or Burglary, Breakage of Glass, Flood, Typhoon, Volcanic Eruption, Earthquake and Other Convulsions of Nature</i>		\$		
<i>II- Bodily injury and material damage caused to passengers in vehicles of public transportation</i>		\$	<i>Unlimited</i>			<i>IV- Fire, Lightning or Explosion and Theft or Burglary</i>		\$
<i>SPECIAL CLAUSES Applied to this Policy</i>		<i>EXCESS Referred to in Article 12</i>		<i>TOTAL PREMIUM Including the legal additional</i>		<i>"EXTRAS" OF THE VEHICLE INSURED BY THE POLICY</i>		
						<i>Description</i>	<i>Make</i>	<i>Value</i>
<i>N°s</i>		\$		\$				\$
<i>SPECIAL TERMS</i>								
<i>Macau, at</i>				<i>19</i>		<i>INSURANCE COMPANY</i>		<i>Seal and Signature</i>

**SPECIAL CLAUSES APPLICABLE WHEN
EXPRESSLY REFERRED TO IN THE SCHEDULE**

Clause 1 – Endorsement of rights

In case the rights of the Policy are endorsed to the beneficiary mentioned in the Special Terms in the Schedule, the Company cannot, in the case of cover on the motor vehicle, arbitrate or pay any indemnity without the agreement of such beneficiary.

If the Company intends to cancel the cover on the Motor Vehicle it shall notify such beneficiary by sending at least 30 (thirty) days' notice.

Clause 2 – Exception of “trailer use”

Whereas the Insured has expressly stated that “trailer service” is not required to be covered by this Policy, the Company shall be under no liability for accidents whilst the insured motor vehicle is in movement pulling any other vehicle.

Clause 3 – Inclusion of “trailer service”

The insurance by this Policy in respect of Third Party risks is extended to apply whilst the insured motor vehicle is pulling the unit mentioned in the Schedule and also covers the identified trailer(s) parked or not attached.

Clause 4 – Extension of the cover on the Motor Vehicle to the “extras”

The cover on the motor vehicle is extensible to the “extras” that are mentioned with their respective values in the Schedule.

Clause 5 – Application of excess in Third Party cover

The cover of the Third Party is subject to the excess stated in the Schedule, but only in relation to material damage; however in no case shall such excess be applicable to the claimants or to their heirs.

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Executive Order N° 250/94/M
OF 28TH NOVEMBER

Decree Law n° 57/94/M of 28th November, stipulates that the tariff of premiums and conditions for Motor Vehicle Insurance shall be established by Executive Order.

Taking into consideration the proposal of the Monetary and Foreign Exchange Authority of Macau, and after the opinion of the Macau Insurers' Association;

Hereby;

After hearing the Consultative Council;

Pursuant to the provision of Article 46 of Decree-Law n° 57/94/M of 28th November, and under the terms of Article 18 paragraph 1 c) of the Macau Organic Statute, the Governor determines the following:-

Article 1. The tariff of premiums and conditions for Motor Vehicle Insurance annexed to the present Executive Order is hereby approved and its use shall be compulsory for all insurers authorised to transact this class of insurance in Macau.

Article 2. This Executive Order n° 215/83/M of 30th December is hereby revoked.

Article 3. This Executive Order shall come into force on 1st January 1995.

Government of Macau, 24th November, 1994.

To be published

The Governor Vasco Rocha Vieira.

MOTOR VEHICLE TARIFF OF PREMIUMS AND CONDITIONS

CHAPTER I

General Regulations and Definitions

Article 1

(Application)

1. *The provisions of this Tariff, which apply to all Motor Insurance business in the territory of Macau, set out the terms, conditions and premiums on which Motor Insurance business should be written.*
2. *The surcharges, discounts or no claim discounts indicated in the present Tariff are fixed and shall be applied compulsorily, except when there is an express indication to the contrary.*

Article 2

(Proposal)

1. *The proponent is obliged to declare the details referred to in Appendix I relating to the particulars of the vehicle, the risks and sums insured.*
2. *The proposal shall not be erased, specially the above mentioned details and those relating to the commencement of the period of insurance.*
3. *The proposal shall be signed by the proponent, unless he does not know how to write or is unable to write, in which case it should be signed by another person, at his request, and with the apposition of the fingerprint of the proponent.*

Article 3

(Policy)

The uniform Policy is compulsory and cannot cover more than one vehicle, with the exception of the insurances referred to in the following Article.

Article 4
(Special insurances)

1. Insurance for garage owners, motor vehicle stands and repair shops

- 1.1 *This insurance is meant for individuals and entities referred to in Article 2 paragraph 3 of Decree-Law n° 57/94/M, of 28th November.*
- 1.2 *When this insurance is effected by a corporate entity, the Policy Schedule shall indicate the name, age number and date of the driving licence of all the drivers.*
- 1.3 *The premium shall be calculated based on the rate relating to the highest cubic capacity stated in the Tariff for the category of vehicles which the insured uses, trades or repairs within the scope of his professional activity.*

2. Fleet insurance

- 2.1 *This insurance is meant for policyholders who insure at the same time, by one or more policies ten or more vehicles, all of which are owned by one individual or body corporate and are registered under the same name.*
- 2.2 *No vehicle belonging to and/or registered in the name of any employee or partner of the Owner shall be included in the Fleet.*
- 2.3 *Any vehicle registered in the name of any “bona fide” corporate subsidiary or associate company of the Owner may be deemed to be owned by the Owner for purposes of the definition of a “Fleet”.*

3. Insurance of Motor Sport Events

- 3.1 *This insurance is effected by means of a specific Policy for each motor sport event, which covers the third party liability of the organizers, owners of the vehicles, their holders and drivers for accidents resulting in bodily and material damage caused to third parties by such vehicles, excluding the loss or damage caused to participants and the respective support teams and to the vehicles utilized by them, so too the loss or damage caused to the organizing entity and to the staff in its employ or to its collaborators.*
- 3.2 *The premium for these insurances shall depend on the judgement of the insurers.*

4. Insurance of vehicles in transit to the showroom or warehouse

- 4.1 *This insurance is meant for firms or companies which sell new cars, and it covers any motor vehicle belonging to the Insured or to his consignment, while being taken from the port to the showroom or warehouse.*

- 4.2 *The policy is annual, subject to a non-refundable provisional premium of a minimum of \$2000.00, and the calculation for each trip of each vehicle shall be 2% of the annual premium corresponding to the type of the vehicle.*
- 4.3 *When the total of the premiums written exceeds the provisional premium, the insurer shall collect the additional premium for each trip until the renewal or term of the policy.*
- 4.4 *For each trip of each vehicle, a provisional certificate of insurance shall be issued providing that the Insured shall have surrendered each month the provisional insurance certificate issued during that period.*

5. *Insurance of vehicles used for transporting dangerous goods*

- 5.1. *This insurance is effected in respect of each vehicle or each transportation.*
- 5.2. *The premium applicable shall correspond to the category to which the vehicle belongs, plus a risk surcharge depending on the judgement of the insurer, but not lower than 25%.*
- 5.3. *For the purpose of the preceding sub-paragraph 5.1 and 5.2, the following shall be considered dangerous goods:-*
- *Explosive materials;*
 - *Ammunition;*
 - *Inflammable materials and fireworks;*
 - *Compressed gas, liquid or dissolved under pressure;*
 - *Materials which release inflammable gas when in contact with water;*
 - *Materials subject to spontaneous combustion;*
 - *Inflammable solid materials;*
 - *Combustion materials;*
 - *Poisonous materials;*
 - *Radioactive materials;*
 - *Corrosive materials; and*
 - *Materials which are repellent or are likely to cause infections.*

Article 5
(Replacement of vehicles)

1. *It is permissible to replace the insured vehicle for another vehicle during the period of insurance, by written request of the Insured and the issuing of an endorsement.*

2. *In case the substituted vehicle attracts a different premium, the respective adjustment shall be calculated “pro rata”, according to the period unexpired up to the term of the policy or its renewal.*

Article 6
(Additional vehicles)

In cases of exception referred to in Article 3, if during the period of validity of the policy another vehicle is added, the additional insurance premium will be calculated “pro rata” to the period unexpired up to the term of the policy or its renewal.

Article 7
(Transfer of interest)

It is not permissible to transfer the interest in a policy to another person, except in cases of death of the Insured, and only in relation to his heirs, so too the transfer of property between spouses or due to the change in the Memorandum or Articles of Association.

Article 8
(Types of vehicles)

For the purpose of the application of this Tariff the following types of vehicles are considered:-

1. Private car

Any light motor vehicle for private purpose,

- a) *used for the transportation of passengers (9 maximum);*
- b) *used for the transportation of goods and passengers, or only goods, up to 1,600 Kgs. gross weight; and*
- c) *used exclusively for domestic, social and pleasure purposes, and for the Insured’s business or profession, even if any of his employees drives the vehicle.*

2. Hire car with driver

Any hire light motor vehicle without a taximeter,

- a) *used for the transportation of passengers (9 maximum);*
- b) *used for the transportation of goods and passengers, or only goods, up to 1,600 Kgs. gross weight.*

3. Taxi

Any light motor vehicle used for the purpose of hire with a taximeter.

4. Hire car without driver

Any light motor vehicle for the purpose of hire without driver,

- a) *used for the transportation of passengers (9 maximum);*
- b) *used for the transportation of goods and passengers, or only goods, up to 1,600 Kgs. gross weight;*
- c) *used for the transportation of goods and passengers, or only goods, with gross weight between 1,601 and 3,500 Kgs.*

5. Passengers and goods combined vehicle

Any motor vehicle used for the transportation at the same time of passengers (9 maximum) and goods and with gross weight up to 2,500 Kgs., which is exclusively for the use of the owner.

6. Private lorry

Any vehicle for goods and passengers, or only for goods, with a gross weight between 2,500 and 3,500 Kgs., for the exclusive use of its owner.

7. Hire lorry

Any motor vehicle used for the purpose of hire for the transportation of goods and passengers, or only goods, with gross weight between 1,601 and 3,500 Kgs.

8. Private heavy goods vehicle

Any goods vehicle with gross weight over 3,500 Kgs. for the exclusive use of its owner.

9. Hire heavy goods vehicle

Any goods vehicle with gross weight over 3,500 Kgs. for hire.

10. Private bus

Any motor vehicle used for the transportation of passengers with 10 or more seating capacity, for the exclusive use of its owner.

11. Hire bus

Any motor vehicle used for the transportation of passengers, with 10 or more seating capacity, for hire purposes.

12. Motorcycle

Any motor vehicle with or without sidecar or trailer, with a cubic capacity of over 50 c.c. and which cannot be considered either a light or heavy vehicle.

13. Cycle with or without motor and moped

Any vehicle with two or more wheels without motor or with motor having a cubic capacity up to 50 c.c..

14. Tricycle with pedals for the transportation of passengers

15. Tricycle with pedals for the transportation of goods

16. Trailer

Any vehicle without self-locomotion which needs to be pulled.

These are classified according to their use:-

- *Trailer for goods (with own registration number);*
- *Trailer for sport (for the transportation of boats, cars, etc.)*
- *Trailer for luggage (without own registration number); and*
- *Industrial machinery attached to any vehicle (according to its gross weight and/or its use.)*

17. Special types

The following vehicles fall under this category:-

- *Articulated vehicles;*
- *Industrial tractors;*
- *Ambulances;*
- *Construction machinery with self-locomotion (road cylinders, dumpers, diggers, levellers, concrete mixer lorry, etc.);*
- *Fork lift machines;*
- *Mobile cranes;*
- *Towing vehicle;*
- *Motor cycles for driving lessons and examination;*
- *Light motor vehicle for driving lessons and examination;*
- *Vehicles for urban cleanliness;*
- *Fire brigade vehicles; and*
- *Any vehicle not included in the preceding types (from 1 to 16).*

Article 9
(Insurable risks)

1. *The following risks may be covered by a motor vehicle policy:*

Risk I - Liability for loss or damage caused to third parties.

Risk II - Liability for loss or damage caused to:-

a) passengers carried in a vehicle for public purposes, relating to public transportation;

b) goods carried in a vehicle relating to public transportation of goods.

Risk III - Loss or damage to the insured vehicle resulting from "Impact, Collision or Overturning", "Fire, Lightning or Explosion", "Theft or Burglary", "Isolated Breakage of Glass" and also "Special Perils" ("Flood", "Typhoon", "Tropical Storm", "Volcanic Eruption", "Earthquake" or "Other Convulsions of Nature").

Risk IV - Loss or damage to the insured vehicle or "extras" (if covered) resulting from "Fire, Lightning or Explosion" or "Theft or Burglary".

2. *It is not permitted to issue a policy to cover any of the risks referred to in this Tariff without also insuring, under the same policy, the liability for loss or damage caused to third parties.*

3. *None of the risks referred to in this Tariff and in the uniform policy may be covered separately by a policy of another class of insurance, except for the risks of "Fire, Lightning or Explosion", "Theft or Burglary" and/or "Special Perils", when the vehicle is immobilized in a specific place.*

Article 10
(Period of insurance)

The duration of the period of insurance may be:-

1. *For one year renewable, when the policy is contracted for annual periods automatically renewed, unless any of the parties terminates the contract, by registered letter 30 days before the term of each period.*

2. *Short-term period, when the policy is contracted for a period less than or equal to one year.*

Article 11
(Sale of vehicle)

1. *The insurance Policy shall terminate at 24:00 hours (midnight) on the day of sale of the motor vehicle, unless the insurance is transferred to another vehicle before that time.*
2. *If the vehicle sold is not replaced the contract will be cancelled and the Insured will have the right to a “pro-rata” premium return calculated according to the unexpired period of cover.*

Article 12
(Sum insured)

The sum insured shall be fixed by the proponent observing the following:-

Risks I and II - At least the minimum sums established in the annexed Schedule “A”.

Risks III and IV - The market value of the vehicle, adding the value of the “extras” and painting of “letters or designs”, which value should be specially expressed in the Policy.

Article 13
(Compulsory excess)

1. *The cover of Risk III shall be subject to the application of a 2% compulsory excess based on the value of the vehicle indicated in the Policy with a minimum of \$600.00, always to be deducted from each and every claim, and such percentage and amount shall be doubled if the insured vehicle is over five years old, without prejudice to the excess established in the following paragraph 5.*
2. *For the purpose of application of the preceding paragraph, a vehicle shall be considered to have completed five years at the maturity of the contract during the year in which, according to the registration card, the vehicle has reached this age.*
3. *The compulsory excess referred to in paragraph 1 shall not be applicable when the insured vehicle is one of the following:-*
 - *Cycle with or without motor and moped; and*
 - *Tricycle with pedals for the transportation of passengers or goods.*
4. *The compulsory excess shall also not be applicable to claims arising due to “Isolated Breakage of Glass” or to “Theft or Burglary” of the vehicle or in relation to the “extras” or also due to “Fire, Lightning or Explosion”.*

5. *The compulsory excess referred to in paragraph 1 shall be doubled if the driver of the vehicle insured is at the moment of the accident younger than 25 years or has held a full driving licence for less than two years.*
6. *Optional multiples of the excesses referred to in paragraph 1 may be applied using the following table:*

<i>EXCESS</i>	<i>PREMIUM DISCOUNT (On Risk III)</i>
<i>Double</i>	<i>10%</i>
<i>Triple</i>	<i>20%</i>
<i>Quadruple</i>	<i>30%</i>

Article 14
(Abnormal claims)

For the purposes of Article 7 paragraph 3 of Decree-Law n° 57/94/M of 28th November, it shall be considered as “abnormal claims”:-

- a) *When the Insured has lodged claims for more than 5 accidents during the same insurance period and the indemnity for each accident is higher than 1/20 of the respective minimum sum insured per accident.*
- b) *If the total indemnity paid during the same period of insurance, irrespective of the number of accidents, exceeds 75% of the respective minimum sum insured per accident.*

CHAPTER II

Tariff

Article 15
(Commencement)

1. *The premiums and the provisions of this Tariff apply to all new insurances issued on or after 1st January 1995, according to the schedules “B.1.”, “B.2”, “B.3”, “C” and “D”.*
2. *The Tariff shall also apply from the first renewal after the date mentioned in the preceding paragraph, to all insurances in force on that date.*

Article 16
(Short-term insurance)

Where insurance contracts have periods of less than one year (short-term insurance) the following percentages of annual premium shall be collected as minimum:-

<i>Period</i> <i>(not exceeding)</i>	
<i>1 month</i>	20%
<i>2 months</i>	30%
<i>3 months</i>	40%
<i>4 months</i>	50%
<i>5 months</i>	60%
<i>6 months</i>	70%
<i>8 months</i>	80%
<i>Exceeding 8 months</i>	100%

Article 17
(Premium by instalments)

1. *At the request of the Insured and with the agreement of the company the annual premium may be divided into two or four instalments, never less than 600 patacas and providing the premium is increased by 5% or 10%, depending on whether it is divided into two or four instalments.*
2. *In case of non-fulfilment of any instalment or if a claim occurs before the final instalment has been paid, all outstanding premiums shall be due immediately.*

Article 18
(Additional premiums)

1. *For additional Third Party Insurance cover, the amounts shown in schedules "E.1", "E.2" and "E.3" shall be applied.*
2. *In the following cases, insurers may apply the corresponding additional premiums:*
 - a) *Motor vehicle compulsory third party insurance*
 - *Maximum additional premium of 30%, if the vehicle is eight years or more but less than 10 years old;*
 - *Minimum additional premium of 50% and maximum of 100%, if the vehicle is ten years old or more.*
 - b) *Motor vehicle facultative third party insurance*

- *Minimum additional premium of 15% and maximum of 25%, if the vehicle is eight years or more but less than ten years old;*
 - *Minimum additional premium of 25% and maximum of 50%, if the vehicle is ten years old or more.*

 - c) *Cover on the motor vehicle*
 - *Minimum and maximum additional premium as laid down in the preceding paragraph b)*

 - d) *Age of the insured or of the driver and of the driving licence*
 - *Maximum additional premium of 20%, when the insured or the usual driver is less than 25 years old;*
 - *Maximum additional premium of 20%, when the insured or the usual driver holds a driving licence for less than two years.*
3. *The additional premium laid down in paragraph 2 d) shall be applied cumulatively with those preceding.*
4. *In no case, however, shall the additional premiums set out in 2 b) and c) exceed the corresponding maximum limits indicated in paragraph 2 a).*

Article 19
(Charges)

The charges which are compulsory on the insurance provided by this Tariff and which must be collected together with the premium and additional premiums are the following:-

- a) *Stamp duty (applying to the premium and additional premiums according to the percentage fixed by the respective Regulation);*
- b) *Percentage for the “Motor Vehicle Guarantee Fund”.*

Article 20
(Fleet discount)

Premiums for fleet insurance, as defined in Article 4, paragraph 1, may be granted a discount of 10% at the first renewal of the insurance policy following the date of confirmation of such situation.

Article 21
(No claim discount)

1. *In the event of no claim being made or arising under the Motor Vehicle Policy during a period of insurance specified below immediately preceding the renewal of the Policy, the renewal premium shall be reduced as follows:-*

<i>PERIOD OF INSURANCE</i>	<i>REDUCTION</i>
<i>- The preceding year</i>	<i>10%</i>
<i>- The preceding two consecutive years.....</i>	<i>20%</i>
<i>- The preceding three consecutive years.....</i>	<i>30%</i>
<i>- The preceding four consecutive years.....</i>	<i>40%</i>
<i>- The preceding five or more consecutive years.....</i>	<i>50%</i>

2. *Notwithstanding a single claim being made or arising during a period of insurance when the premium is based on a 40% or 50% reduction, the Insured shall at the next renewal be deemed to have been claims free for the preceding year or the preceding two consecutive years respectively.*
3. *If more than one vehicle is described in the Schedule of the Policy the “No Claim Discount” shall be applied as if a separate Policy had been issued in respect of each such vehicle.*
4. *In case of transfer of contract with “No Claim Discount”, the insurer to whom that insurance is transferred may concede such discount provided there is a written confirmation of such right by the previous insurer.*
5. *When the Insured comes from another country or territory in which he is entitled to the “No Claim Discount” and if he has any proof of that, the Company may concede a discount as if the preceding contract was subject to the provisions established in this Article.*

Article 22
(Vehicles laid-up)

The laying-up of the insured vehicle, for any reason, shall not result in a premium rebate.

Article 23
(Rounding off)

1. *The amounts of premium and additional premiums shall always be rounded off to the next higher unit of Pataca.*

2. *The stamp duty shall be rounded off under the terms of the law.*

APPENDIX I

Compulsory items to be declared in the proposal

In addition to the items normally used and necessary for the specification of the risk to be insured, identification of the Proponent and indications of the scope of cover requested is compulsory, and the following shall be included in all motor vehicle insurance proposals:-

Identification of the Proponent

- *profession or activity*
- *in which quality he requests the insurance (as owner, user, buyer on credit, buyer on hire purchase or as a driver)*
- *if he has been Insured by another company and if positive:*
 - ❖ *Company;*
 - ❖ *n° of policy;*
 - ❖ *if the contract has already been cancelled and for what reason;*
 - ❖ *if a premium surcharge has been applied and for what amount;*
 - ❖ *if any claims occurred within the last two years and if so how many.*

Identification of the usual drivers:

- *name*
- *address*
- *date of birth*
- *date and number of driving licence*

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 - E.3.1. - From 01/01/95 to 31/12/95*
 - E.3.2. - From 01/01/96 to 31/12/96*
 - E.3.3. - From 01/01/97*

SCHEDULE A

(Schedule of the minimum sums for compulsory motor vehicle insurance)

<i>Types of vehicles</i>	<i>Sum insured</i>		
	<i>Per year</i>	<i>Per accident</i>	
		<i>From 01/01/95</i>	<i>From 01/01/97</i>
- <i>Cycles with motor, mopeds and farm tractors</i>	<i>Unlimited</i>	<i>MOP 375,000.00</i>	<i>MOP 500,000.00</i>
- <i>Light motor vehicles and motorcycles</i>	<i>Unlimited</i>	<i>MOP 750,000.00</i>	<i>MOP 1,000,000.00</i>
- <i>Light motor vehicles for taxi and for hire with or without driver</i>	<i>Unlimited</i>	<i>MOP 1,000,000.00</i>	<i>MOP 1,500,000.00</i>
- <i>Heavy motor vehicles used for public transportation of passengers:</i>			
- <i>Loss or damage to third party not carried</i>	<i>Unlimited</i>	<i>MOP 1,500,000.00</i>	<i>MOP 2,000,000.00</i>
- <i>Loss or damage to passengers carried</i>	<i>Unlimited</i>	<i>The sum insured is the result of the total passenger carrying capacity times MOP 100,000.00</i>	<i>The sum insured is the result of the total passenger carrying capacity times MOP 100,000.00</i>
- <i>Heavy motor vehicles for public transportation used for the carriage of goods</i>	<i>Unlimited</i>	<i>MOP 1,500,000.00</i>	<i>MOP 2,000,000.00</i>
- <i>Heavy motor vehicles for goods and industrial tractors</i>	<i>Unlimited</i>	<i>MOP 1,500,000.00</i>	<i>MOP 2,000,000.00</i>
- <i>Motor sport events:</i>			
- <i>Motorcycle events</i>	<i>Unlimited</i>	<i>MOP 3,750,000.00</i>	<i>MOP 5,000,000.00</i>
- <i>Motor vehicle events</i>	<i>Unlimited</i>	<i>Unlimited</i>	<i>Unlimited</i>

SCHEDULE B.1.

(SCHEDULE OF PREMIUMS FOR RISK I FOR ALL TYPES OF VEHICLES, EXCEPT “CYCLES”, “TRAILERS”, “TRAILERS” AND “SPECIAL TYPES”)

TYPES OF VEHICLES SUBJECT TO COMPULSORY INSURANCE	FROM 01/01/95			FROM 01/01/96			FROM 01/01/97		
	CUBIC CAPACITY/ANNUAL PREMIUMS			CUBIC CAPACITY/ANNUAL PREMIUMS			CUBIC CAPACITY/ANNUAL PREMIUMS		
	UP TO 1.650 c.c.	FROM 1.651c.c. TO 3.500 c.c.	OVER 3.500 c.c.	UP TO 1.650 c.c.	FROM 1.651c.c. TO 3.500 c.c.	OVER 3.500 c.c.	UP TO 1.650 c.c.	FROM 1.651c.c. TO 3.500 c.c.	OVER 3.500 c.c.
1. Private car	629,00	734,00	808,00	754,00	881,00	969,00	858,00	1.002,00	1.101,00
2. Hire car with driver	1.057,00	1.222,00	1.340,00	1.268,00	1.466,00	1.607,00	1.395,00	1.612,00	1.767,00
3. Taxi	3.333,00	3.825,00	4.216,00	3.333,00	3.825,00	4.216,00	3.666,00	4.208,00	4.638,00
4. Hire car without driver									
- For the transportation of passengers (up to 9 seats)	1.689,00	1.925,00	2.137,00	2.027,00	2.342,00	2.564,00	2.229,00	2.577,00	2.821,00
- For the transportation of passengers or only goods up to 1,600 Kgs. gross weight	1.920,00	2.207,00	2.419,00	2.304,00	2.648,00	2.903,00	2.534,00	2.913,00	3.193,00
- For the transportation of goods and passengers or only goods with gross weight between 1,601 and 3,500 Kgs.	2.207,00	2.540,00	2.791,00	2.648,00	3.048,00	3.349,00	2.913,00	3.353,00	3.683,00
5. Passengers and goods combined vehicle	587,00	686,00	757,00	704,00	823,00	908,00	801,00	935,00	1.032,00
6. Private lorry	704,00	815,00	893,00	845,00	978,00	1.072,00	961,00	1.110,00	1.217,00
7. Hire lorry	1.057,00	1.213,00	1.339,00	1.268,00	1.456,00	1.607,00	1.442,00	1.655,00	1.826,00
8. Private heavy goods vehicle									
- Gross weight up to 10.000 Kgs	---	2.048,00	2.257,00	---	2.428,00	2.708,00	---	2.882,00	3.175,00
- Gross weight over 10.000 Kgs.	---	2.708,00	2.986,00	---	3.250,00	3.583,00	---	3.810,00	4.200,00
9. Hire heavy goods vehicle									
- Gross weight up to 10.000 Kgs	---	3.255,00	3.585,00	---	3.906,00	4.302,00	---	4.579,00	5.043,00
- Gross weight over 10.000 Kgs.	---	4.210,00	4.627,00	---	5.052,00	5.552,00	---	5.922,00	6.508,00
10. Private bus	1.563,00	1.797,00	1.979,00	1.875,00	2.156,00	2.375,00	2.198,00	2.528,00	2.784,00
11. Hire bus	1.693,00	1.944,00	2.127,00	2.031,00	2.333,00	2.552,00	2.381,00	2.735,00	2.992,00
12. Motorcycle									
- Cubic capacity up to 250 c.c.	280,00	---	---	337,00	---	---	383,00	---	---
- Cubic capacity over 250 c.c.	339,00	---	---	407,00	---	---	463,00	---	---

SCHEDULE B.2.

(SCHEDULE OF PREMIUMS FOR RISK I FOR “CYCLES”, “TRICYCLES” AND “TRAILERS”

TYPES OF VEHICLES	FROM 01/01/95			FROM 01/01/96			FROM 01/01/97		
	Vehicles with cubic capacity up to 50cc.	Trailers	Vehicles with non-comp. insurance	Vehicles with cubic capacity up to 50cc.	Trailers	Vehicles with non-comp. insurance	Vehicles with cubic capacity up to 50cc.	Trailers	Vehicles with non-comp. insurance
1) Types of vehicles with compulsory insurance									
13. Cycle with motor and moped									
- For the disabled	91,00	---	---	109,00	---	---	125,00	---	---
- Others	150,00	---	---	180,00	---	---	206,00	---	---
16. Trailer									
- Attached to cycles	---	70,00	---	---	110,00	---	---	148,00	---
- Attached to motorcycles	---	80,00	---	---	91,00	---	---	104,00	---
- Attached to any other vehicle (a)	---	---	---	---	---	---	---	---	---
• Up to 300 Kgs. of gross weight	---	80,00	---	---	91,00	---	---	104,00	---
• From 301 up to 2,500 Kgs. of gross weight	---	108,00	---	---	130,00	---	---	148,00	---
• From 2,501 up to 7,500 Kgs. of gross weight									
- Private	---	315,00	---	---	378,00	---	---	430,00	---
- Hire	---	468,00	---	---	561,00	---	---	638,00	---
• Over 7.500 Kgs. of gross weight									
- Private	---	370,00	---	---	444,00	---	---	505,00	---
- Hire	---	543,00	---	---	652,00	---	---	741,00	---
2) Types of vehicles not subject to compulsory insurance									
13. Cycle without motor	---	---	78,00	---	---	93,00	---	---	107,00
14. Tricycle with pedals for the transportation of passengers	---	---	91,00	---	---	109,00	---	---	125,00

15. Tricycle with pedals for the transportation of goods	---	---	116,00	---	---	139,00	---	---	159,00
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(a) The sum insured is based on the towing vehicle.

SCHEDULE B.3.

(SCHEDULE OF PREMIUMS FOR RISK I FOR "SPECIAL TYPES OF VEHICLES")

TYPES OF VEHICLES SUBJECT TO COMPULSORY INSURANCE	FROM 01/01/95				FROM 01/01/96				FROM 01/01/97			
	Any Cubic Capacity	CUBIC CAPACITY/ANNUAL PREMIUMS			Any Cubic Capacity	CUBIC CAPACITY/ANNUAL PREMIUMS			Any Cubic Capacity	CUBIC CAPACITY/ANNUAL PREMIUMS		
		UP TO 1,650 c.c.	From 1,651 c.c. Up to 3,500 c.c.	OVER 3.500 c.c.		UP TO 1,650 c.c.	From 1,651 c.c. Up to 3,500 c.c.	OVER 3.500 c.c.		UP TO 1,650 c.c.	From 1,651 c.c. Up to 3,500 c.c.	OVER 3.500 c.c.
<i>17. Special types</i>												
- <i>Articulated vehicle</i>												
• <input type="checkbox"/> <i>Private</i>	3.416,00	---	---	---	4.099,00	---	---	---	4.782,00	---	---	---
• <input type="checkbox"/> <i>Hire</i>	5.123,00	---	---	---	6.148,00	---	---	---	7.172,00	---	---	---
- <i>Industrial tractor</i>	332,00	---	---	---	398,00	---	---	---	465,00	---	---	---
- <i>Ambulance</i>												
• <i>Light</i>	---	408,00	478,00	522,00	---	489,00	574,00	626,00	---	556,00	653,00	711,00
• <i>Heavy</i>	---	587,00	679,00	745,00	---	704,00	815,00	894,00	---	822,00	951,00	1.043,00
- <i>Towing vehicle</i>												
• <i>Light</i>	---	609,00	707,00	772,00	---	731,00	848,00	926,00	---	831,00	964,00	1.053,00
• <i>Heavy</i>	---	---	1.607,00	1.767,00	---	---	1.928,00	2.120,00	---	---	2.250,00	2.474,00
- <i>Motorcycle for driving lessons and examination</i>	332,00	---	---	---	398,00	---	---	---	453,00	---	---	---
- <i>Light motor vehicle for driving lessons and examination</i>	631,00	---	---	---	757,00	---	---	---	860,00	---	---	---
- <i>Heavy motor vehicle for driving lessons and examination</i>	2.645,00				3.174,00				3.703,00			
- <i>Fire brigade vehicle</i>												
• <i>Light</i>	---	408,00	478,00	522,00	---	489,00	574,00	626,00	---	556,00	653,00	711,00
• <i>Heavy</i>	---	854,00	984,00	1.097,00	---	1.025,00	1.181,00	1.316,00	---	1.196,00	1.378,00	1.536,00

- SCHEDULE C -

(Schedule of premiums for cover against Risk II)

a) Third party liability in respect of passengers in public transportation

<i>Sum per passenger</i>	<i>Premium per passenger</i>
\$ 75.000,00	\$ 10,00
100.000,00	13,00
150.000,00	16,00
200.000,00	18,00
500.000,00	23,00
700.000,00	25,00
1.000.000,00	28,00
3.000.000,00	30,00
5.000.000,00	33,00
Unlimited	39,00

b) Third party liability in respect of goods carried in a vehicle relating to public transportation of goods.

The premiums are non-tariff, depending upon the judgement of the insurance companies.

- SCHEDULE D -

(Schedule of premiums for Risks III and IV)

<i>Types of vehicles</i>	<i>Rates (%)</i>	
	<i>RISK III</i>	<i>RISK IV</i>
1. <i>Private car</i>	50.0	30.0
2. <i>Hire car with driver</i>	50.0	25.0
3. <i>Taxi</i>	75.0	25.0
4. <i>Hire car without driver</i>	76.0	25.0
5. <i>Passengers and goods combined vehicle</i>	50.0	25.0
6. <i>Private lorry</i>	45.0	25.0
7. <i>Hire lorry</i>	45.0	25.0
8. <i>Private heavy goods vehicle</i>	30.0	25.0
9. <i>Hire heavy goods vehicle</i>	40.0	25.0
10. <i>Private bus</i>	35.0	25.0
11. <i>Hire bus</i>	36.0	25.0
12. <i>Motor cycle</i>	(a)	(a)
13. <i>Cycle with motor or bicycle</i>	(a)	(a)
14. <i>Tricycle with pedals for the transportation of passengers</i>	(a)	(a)
15. <i>Tricycle with pedals for the transportation of goods</i>	(a)	(a)
16. <i>Trailer</i>	25.0	17.0
17. <i>Special types</i>		
- <i>Articulated vehicle</i>		
▪ <i>Private</i>	38.0	25.0
▪ <i>Hire</i>	38.0	25.0
- <i>Industrial tractor</i>	(a)	(a)
- <i>Ambulance</i>		
▪ <i>Light</i>	50.0	25.0
▪ <i>Heavy</i>	45.0	25.0
- <i>Towing vehicle</i>		
▪ <i>Light</i>	55.0	30.0
▪ <i>Heavy</i>	50.0	30.0
- <i>Motor cycle for driving lessons and examination</i>	(a)	(a)
- <i>Light motor vehicle for driving lessons and examination</i>	50.0	22.0
- <i>Heavy motor vehicle for driving lessons and examination</i>	39.0	20.0
- <i>Fire brigade vehicle</i>		
▪ <i>Light</i>	50.0	22.0
▪ <i>Heavy</i>	45.0	23.0

NOTE – The premiums for Risks III and IV marked with (a) are optional, depending upon the judgement of the insurance companies.

SCHEDULE E.1.1 – FROM 01/01/95 TO 31/12/95

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR ALL TYPES OF VEHICLES, EXCEPT “CYCLES”, “TRICYCLES”, “TRAILERS” AND “SPECIAL TYPES”)

Types of vehicles subject to compulsory insurance	Sum insured / Annual Premiums								
	750.000	1.000.000	1.500.000	2.000.000	2.500.000	5.000.000	7.500.000	10.000.000	Unlimited
1. Private car									
- Up to 1,650 c.c.	629	715	787	823	858	953	1.097	1.286	1.428
- From 1,651 to 3,500 c.c.	734	835	918	960	1.001	1.115	1.281	1.502	1.667
- Over 3,500 c.c.	808	918	1.010	1.056	1.102	1.226	1.410	1.652	1.836
2. Hire car with driver									
- Up to 1,650 c.c.	---	1.057	1.163	1.215	1.259	1.407	1.623	1.897	2.113
- From 1,651 to 3,500 c.c.	---	1.222	1.343	1.405	1.455	1.626	1.878	2.192	2.443
- Over 3,500 c.c.	---	1.340	1.473	1.540	1.595	1.783	2.058	2.403	2.678
3. Taxi									
- Up to 1,650 c.c.	---	3.333	3.666	3.832	3.970	4.435	5.121	5.979	6.665
- From 1,651 to 3,500 c.c.	---	3.825	4.208	4.399	4.556	5.091	5.879	6.863	7.650
- Over 3,500 c.c.	---	4.216	4.638	4.849	5.023	5.611	6.480	7.565	8.433
4. Hire car without driver									
• For transportation of passengers (up to 9 seats)									
- Up to 1,650 c.c.	---	1.689	1.858	1.942	2.013	2.248	2.596	3.030	3.378
- From 1,651 to 3,500 c.c.	---	1.952	2.148	2.245	2.326	2.598	2.999	3.502	3.904
- Over 3,500 c.c.	---	2.137	2.351	2.458	2.546	2.845	3.285	3.834	4.274
• For transportation of passengers or only goods up to 1.600 Kgs. of gross weight									
- Up to 1,650 c.c.	---	1.920	2.112	2.208	2.287	2.554	2.951	3.444	3.839
- From 1,651 to 3,500 c.c.	---	2.207	2.428	2.538	2.629	2.938	3.392	3.958	4.413
- Over 3,500 c.c.	---	2.419	2.661	2.783	2.882	3.220	3.718	4.341	4.838
• For transportation of goods and passengers or only goods with gross weight between 1,601 and 3,500 Kgs.									
- Up to 1,650 c.c.	---	2.207	2.428	2.538	2.629	2.938	3.392	3.958	4.413
- From 1,651 to 3,500 c.c.	---	2.540	2.794	2.922	3.027	3.381	3.904	4.558	5.081
- Over 3,500 c.c.	---	2.791	3.069	3.209	3.324	3.714	4.288	5.007	5.581
5. Passengers and goods combined vehicle									
- Up to 1,650 c.c.	587	668	734	768	801	892	1.025	1.202	1.334

- From 1,651 to 3,500 c.c.	686	779	857	896	934	1.040	1.195	1.402	1.558
- Over 3,500 c.c.	757	860	946	989	1.032	1.149	1.321	1.548	1.720

Types of vehicles subject to compulsory insurance	Sum insured / Annual Premiums								
	750.000	1.000.000	1.500.000	2.000.000	2.500.000	5.000.000	7.500.000	10.000.000	Unlimited
6. Private lorry									
- Up to 1,650 c.c.	704	801	881	921	961	1.070	1.230	1.441	1.601
- From 1,651 to 3,500 c.c.	815	925	1.018	1.064	1.110	1.237	1.422	1.665	1.850
- Over 3,500 c.c.	893	1.014	1.115	1.166	1.217	1.356	1.558	1.825	2.028
7. Hire lorry									
- Up to 1,650 c.c.	1.057	1.202	1.322	1.382	1.441	1.604	1.845	2.162	2.402
- From 1,651 to 3,500 c.c.	1.213	1.379	1.518	1.586	1.654	1.843	2.118	2.483	2.758
- Over 3,500 c.c.	1.339	1.522	1.673	1.750	1.825	2.033	2.337	2.738	3.042
8. Private heavy goods vehicle									
• Gross weight up to 10,000 Kgs.									
- Gross weight up to 10,000 Kgs.	---	---	2.048	2.402	2.738	3.039	3.493	4.098	4.552
- Over 3,500 c.c.	---	---	2.257	2.646	3.016	3.349	3.848	4.515	5.014
• Gross weight over 10,000 Kgs.									
- From 1,651 to 3,500 c.c.	---	---	2.708	3.175	3.619	4.019	4.618	5.418	6.018
- Over 3,500 c.c.	---	---	2.986	3.500	3.991	4.431	5.093	5.973	6.634
9. Hire heavy goods vehicle									
• Gross weight up to 10,000 Kgs.									
- From 1,651 to 3,500 c.c.	---	---	3.255	3.816	4.350	4.830	5.550	6.511	7.232
- Over 3,500 c.c.	---	---	3.585	4.203	4.791	5.320	6.113	7.172	7.965
• Gross weight over 10,000 Kgs.									
- From 1,651 to 3,500 c.c.	---	---	4.210	4.935	5.626	6.248	7.178	8.421	9.353
- Over 3,500 c.c.	---	---	4.627	5.423	6.183	6.865	7.888	9.255	10.278
10. Private bus									
- Up to 1,650 c.c.	---	---	1.563	1.832	2.088	2.318	2.665	3.126	3.471
- From 1,651 to 3,500 c.c.	---	---	1.797	2.107	2.402	2.668	3.064	3.594	3.992
- Over 3,500 c.c.	---	---	1.979	2.320	2.645	2.938	3.375	3.958	4.398
11. Hire bus									
- Up to 1,650 c.c.	---	---	1.693	1.984	2.263	2.512	2.887	3.386	3.761
- From 1,651 to 3,500 c.c.	---	---	1.944	2.279	2.598	2.885	3.316	3.890	4.320
- Over 3,500 c.c.	---	---	2.127	2.493	2.843	3.156	3.627	4.254	4.725
12. Motor cycle									

- <i>Cubic capacity up to 250 c.c.</i>	280	319	351	367	383	427	490	574	638
- <i>Cubic capacity over 250 c.c.</i>	339	386	424	443	463	516	593	694	771

SCHEDULE E.1.2 – FROM 01/01/96 TO 31/12/96

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR ALL TYPES OF VEHICLES, EXCEPT “CYCLES”, “TRICYCLES”, “TRAILERS” AND “SPECIAL TYPES”)

Types of vehicles subject to compulsory insurance	Sum insured / Annual Premiums								
	750.000	1.000.000	1.500.000	2.000.000	2.500.000	5.000.000	7.500.000	10.000.000	Unlimited
1. Private car									
- Up to 1,650 c.c.	754	858	944	987	1.029	1.114	1.316	1.543	1.713
- From 1,651 to 3,500 c.c.	881	1.002	1.102	1.152	1.201	1.338	1.537	1.802	2.001
- Over 3,500 c.c.	969	1.101	1.212	1.267	1.322	1.471	1.692	1.982	2.203
2. Hire car with driver									
- Up to 1,650 c.c.	---	1.268	1.395	1.458	1.511	1.688	1.948	2.276	2.536
- From 1,651 to 3,500 c.c.	---	1.466	1.612	1.686	1.746	1.951	2.253	2.630	2.932
- Over 3,500 c.c.	---	1.607	1.767	1.848	1.914	2.139	2.469	2.883	3.213
3. Taxi									
- Up to 1,650 c.c.	---	3.333	3.666	3.832	3.970	4.435	5.121	5.979	6.665
- From 1,651 to 3,500 c.c.	---	3.825	4.208	4.399	4.556	5.091	5.879	6.863	7.650
- Over 3,500 c.c.	---	4.216	4.638	4.849	5.023	5.611	6.480	7.565	8.433
4. Hire car without driver									
• For transportation of passengers (up to 9 seats)									
- Up to 1,650 c.c.	---	2.027	2.229	2.330	2.415	2.698	3.115	3.636	4.053
- From 1,651 to 3,500 c.c.	---	2.342	2.577	2.694	2.791	3.118	3.599	4.202	4.685
- Over 3,500 c.c.	---	2.564	2.821	2.949	3.055	3.414	3.942	4.601	5.129
• For transportation of passengers or only goods up to 1.600 Kgs. of gross weight									
- Up to 1,650 c.c.	---	2.304	2.534	2.650	2.744	3.065	3.541	4.133	4.607
- From 1,651 to 3,500 c.c.	---	2.648	2.913	3.046	3.155	3.525	4.070	4.750	5.295
- Over 3,500 c.c.	---	2.903	3.193	3.339	3.458	3.864	4.461	5.209	5.806
• For transportation of goods and passengers or only goods with gross weight between 1,601 and 3,500 Kgs.									
- Up to 1,650 c.c.	---	2.648	2.913	3.046	3.155	3.525	4.070	4.750	5.295
- From 1,651 to 3,500 c.c.	---	3.048	3.353	3.506	3.632	4.057	4.685	5.469	6.097
- Over 3,500 c.c.	---	3.349	3.683	3.851	3.989	4.457	5.146	6.008	6.697
5. Passengers and goods combined vehicle									
- Up to 1,650 c.c.	704	801	881	921	961	1.070	1.230	1.442	1.601

- From 1,651 to 3,500 c.c.	823	935	1.028	1.075	1.121	1.248	1.434	1.682	1.869
- Over 3,500 c.c.	908	1.032	1.135	1.187	1.238	1.379	1.585	1.857	2.064

Types of vehicles subject to compulsory insurance	Sum insured / Annual Premiums								
	750.000	1.000.000	1.500.000	2.000.000	2.500.000	5.000.000	7.500.000	10.000.000	Unlimited
6. Private lorry									
- Up to 1,650 c.c.	845	961	1.057	1.105	1.153	1.284	1.476	1.729	1.921
- From 1,651 to 3,500 c.c.	978	1.110	1.221	1.277	1.332	1.484	1.706	1.998	2.220
- Over 3,500 c.c.	1.072	1.217	1.338	1.399	1.460	1.627	1.870	2.190	2.434
7. Hire lorry									
- Up to 1,650 c.c.	1.268	1.442	1.586	1.658	1.729	1.925	2.214	2.594	2.882
- From 1,651 to 3,500 c.c.	1.456	1.655	1.821	1.903	1.985	2.212	2.542	2.979	3.309
- Over 3,500 c.c.	1.607	1.826	2.008	2.100	2.190	2.439	2.804	3.286	3.650
8. Private heavy goods vehicle									
• Gross weight up to 10,000 Kgs.									
- Gross weight up to 10,000 Kgs.	---	---	2.458	2.882	3.286	3.647	4.192	4.918	5.462
- Over 3,500 c.c.	---	---	2.708	3.175	3.619	4.019	4.618	5.418	6.017
• Gross weight over 10,000 Kgs.									
- From 1,651 to 3,500 c.c.	---	---	3.250	3.810	4.343	4.823	5.542	6.501	7.221
- Over 3,500 c.c.	---	---	3.583	4.200	4.789	5.317	6.111	7.168	7.961
9. Hire heavy goods vehicle									
• Gross weight up to 10,000 Kgs.									
- From 1,651 to 3,500 c.c.	---	---	3.906	4.579	5.220	5.796	6.660	7.813	8.678
- Over 3,500 c.c.	---	---	4.302	5.043	5.749	6.384	7.336	8.606	9.558
• Gross weight over 10,000 Kgs.									
- From 1,651 to 3,500 c.c.	---	---	5.052	5.922	6.751	7.497	8.614	10.105	11.224
- Over 3,500 c.c.	---	---	5.552	6.508	7.419	8.238	9.466	11.106	12.334
10. Private bus									
- Up to 1,650 c.c.	---	---	1.875	2.198	2.506	2.782	3.198	3.751	4.165
- From 1,651 to 3,500 c.c.	---	---	2.156	2.528	2.882	3.201	3.677	4.313	4.790
- Over 3,500 c.c.	---	---	2.375	2.784	3.174	3.525	4.050	4.750	5.277
11. Hire bus									
- Up to 1,650 c.c.	---	---	2.031	2.381	2.715	3.014	3.464	4.063	4.513
- From 1,651 to 3,500 c.c.	---	---	2.333	2.735	3.118	3.462	3.979	4.668	5.184
- Over 3,500 c.c.	---	---	2.552	2.992	3.411	3.787	4.352	5.105	5.670
12. Motor cycle									

- <i>Cubic capacity up to 250 c.c.</i>	337	383	421	440	460	512	588	689	766
- <i>Cubic capacity over 250 c.c.</i>	407	463	509	532	555	619	712	833	925

SCHEDULE E.1.3 – FROM 01/01/97

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR ALL TYPES OF VEHICLES, EXCEPT “CYCLES”, “TRICYCLES”, “TRAILERS” AND “SPECIAL TYPES”)

Types of vehicles subject to compulsory insurance	Sum insured/Annual Premiums							
	1.000.000	1.500.000	2.000.000	2.500.000	5.000.000	7.500.000	10.000.000	Unlimited
1. Private car								
- Up to 1,650 c.c.	858	944	987	1.029	1.144	1.316	1.543	1.713
- From 1,651 to 3,500 c.c.	1.002	1.102	1.152	1.201	1.338	1.537	1.802	2.001
- Over 3,500 c.c.	1.101	1.212	1.267	1.322	1.471	1.692	1.982	2.203
2. Hire car with driver								
- Up to 1,650 c.c.	---	1.395	1.458	1.511	1.688	1.948	2.276	2.536
- From 1,651 to 3,500 c.c.	---	1.612	1.686	1.746	1.951	2.253	2.630	2.932
- Over 3,500 c.c.	---	1.767	1.848	1.914	2.139	2.469	2.883	3.213
3. Taxi								
- Up to 1,650 c.c.	---	3.666	3.832	3.970	4.435	5.121	5.979	6.665
- From 1,651 to 3,500 c.c.	---	4.208	4.399	4.556	5.091	5.879	6.863	7.650
- Over 3,500 c.c.	---	4.638	4.849	5.023	5.611	6.480	7.565	8.433
4. Hire car without driver								
• For transportation of passengers (up to 9 seats)								
- Up to 1,650 c.c.	---	2.229	2.330	2.415	2.698	3.115	3.636	4.053
- From 1,651 to 3,500 c.c.	---	2.577	2.694	2.791	3.118	3.599	4.202	4.685
- Over 3,500 c.c.	---	2.821	2.949	3.055	3.414	3.942	4.601	5.129
• For transportation of passengers or only goods up to 1.600 Kgs. of gross weight								
- Up to 1,650 c.c.	---	2.534	2.650	2.744	3.065	3.541	4.133	4.607
- From 1,651 to 3,500 c.c.	---	2.913	3.046	3.155	3.525	4.070	4.750	5.295
- Over 3,500 c.c.	---	3.193	3.339	3.458	3.864	4.461	5.209	5.806
• For transportation of goods and passengers or only goods with gross weight between 1,601 and 3,500 Kgs.								
- Up to 1,650 c.c.	---	2.913	3.046	3.155	3.525	4.070	4.750	5.295
- From 1,651 to 3,500 c.c.	---	3.353	3.506	3.632	4.057	4.685	5.469	6.097
- Over 3,500 c.c.	---	3.683	3.851	3.989	4.457	5.146	6.008	6.697
5. Passengers and goods combined vehicle								
- Up to 1,650 c.c.	801	881	921	961	1.070	1.230	1.442	1.601
- From 1,651 to 3,500 c.c.	935	1.028	1.075	1.121	1.248	1.434	1.682	1.869

- Over 3,500 c.c.	1.032	1.135	1.187	1.238	1.379	1.585	1.857	2.064
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Types of vehicles subject to compulsory insurance	Sum insured/Annual Premiums							
	1.000.000	1.500.000	2.000.000	2.500.000	5.000.000	7.500.000	10.000.000	Unlimited
6. Private lorry								
- Up to 1,650 c.c.	961	1.057	1.105	1.153	1.284	1.476	1.729	1.921
- From 1,651 to 3,500 c.c.	1.110	1.221	1.277	1.332	1.484	1.706	1.998	2.220
- Over 3,500 c.c.	1.217	1.338	1.399	1.460	1.627	1.870	2.190	2.434
7. Hire lorry								
- Up to 1,650 c.c.	1.442	1.586	1.658	1.729	1.925	2.214	2.594	2.882
- From 1,651 to 3,500 c.c.	1.655	1.821	1.903	1.985	2.212	2.542	2.979	3.309
- Over 3,500 c.c.	1.826	2.008	2.100	2.190	2.439	2.804	3.286	3.650
8. Private heavy goods vehicle								
• Gross weight up to 10,000 Kgs.								
- Gross weight up to 10,000 Kgs.	---	---	2.882	3.286	3.647	4.192	4.918	5.462
- Over 3,500 c.c.	---	---	3.175	3.619	4.019	4.618	5.418	6.017
• Gross weight over 10,000 Kgs.								
- From 1,651 to 3,500 c.c.	---	---	3.810	4.343	4.823	5.542	6.501	7.221
- Over 3,500 c.c.	---	---	4.200	4.789	5.317	6.111	7.168	7.961
9. Hire heavy goods vehicle								
• Gross weight up to 10,000 Kgs.								
- From 1,651 to 3,500 c.c.	---	---	4.579	5.220	5.796	6.660	7.813	8.678
- Over 3,500 c.c.	---	---	5.043	5.749	6.384	7.336	8.606	9.558
• Gross weight over 10,000 Kgs.								
- From 1,651 to 3,500 c.c.	---	---	5.922	6.751	7.497	8.614	10.105	11.224
- Over 3,500 c.c.	---	---	6.508	7.419	8.238	9.466	11.106	12.334
10. Private bus								
- Up to 1,650 c.c.	---	---	2.198	2.506	2.782	3.198	3.751	4.165
- From 1,651 to 3,500 c.c.	---	---	2.528	2.882	3.201	3.677	4.313	4.790
- Over 3,500 c.c.	---	---	2.784	3.174	3.525	4.050	4.750	5.277
11. Hire bus								
- Up to 1,650 c.c.	---	---	2.381	2.715	3.014	3.464	4.063	4.513
- From 1,651 to 3,500 c.c.	---	---	2.735	3.118	3.462	3.979	4.668	5.184
- Over 3,500 c.c.	---	---	2.992	3.411	3.787	4.352	5.105	5.670
12. Motor cycle								

- <i>Cubic capacity up to 250 c.c.</i>	383	421	440	460	512	588	689	766
- <i>Cubic capacity over 250 c.c.</i>	463	509	532	555	619	712	833	925

SCHEDULE E.2.1 – FROM 01/01/95 TO 31/12/95

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR “CYCLES”, “TRICYCLES” AND “TRAILERS”

Types of vehicles subject to compulsory insurance	SUMS ('000)/ANNUAL PREMIUMS										
	375	500	750	1.000	1.500	2.000	2.500	5.000	7.500	10.000	Unlimited
1) Types of vehicles subject to compulsory insurance											
13. Cycle with motor and moped											
- For the disabled	91,00	109,00	138,00	173,00	190,00	207,00	249,00	277,00	318,00	(a)	(a)
- Others	150,00	172,00	228,00	286,00	314,00	342,00	411,00	457,00	525,00	(a)	(a)
16. Trailer											
- Attached to cycles	70,00	94,00	103,00	113,00	135,00	150,00	173,00	190,00	209,00	(a)	(a)
- Attached to motorcycle	---	---	80,00	91,00	98,00	104,00	110,00	122,00	140,00	164,00	183,00
- Attached to any other vehicle											
• Up to 300 Kgs. of gross weight	---	---	80,00	91,00	98,00	104,00	110,00	122,00	140,00	164,00	183,00
• From 301 up to 2.500 Kgs. of gross weight	---	---	108,00	123,00	133,00	140,00	148,00	164,00	189,00	222,00	246,00
• From 2.501 up to 7.500 Kgs. of gross weight											
- Private	---	---	315,00	358,00	387,00	407,00	430,00	478,00	550,00	645,00	717,00
- Hire	---	---	468,00	532,00	574,00	603,00	638,00	710,00	816,00	957,00	1.063,00
• Over 7.500 Kgs. of gross weight											
- Private	---	---	370,00	421,00	454,00	478,00	505,00	563,00	647,00	758,00	842,00
- Hire	---	---	543,00	618,00	668,00	702,00	742,00	825,00	949,00	1.112,00	1.236,00
2) Types of vehicles subject to compulsory insurance											
13. Bicycle	78,00	89,00	118,00	148,00	163,00	178,00	213,00	237,00	273,00	(a)	(a)
14. Tricycle with pedals for the transportation of passengers	91,00	109,00	138,00	173,00	190,00	207,00	249,00	277,00	318,00	(a)	(a)
15. Tricycle with pedals for the transportation of goods	116,00	133,00	177,00	221,00	243,00	265,00	318,00	353,00	407,00	(a)	(a)

NOTE- In the cases marked with (a) the premiums are optional, depending upon the judgement of the insurance companies.

SCHEDULE E.2.2 – FROM 01/01/96 TO 31/12/96

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR “CYCLES”, “TRICYCLES” AND “TRAILERS”

Types of vehicles subject to compulsory insurance	SUMS ('000)/ANNUAL PREMIUMS										
	375	500	750	1.000	1.500	2.000	2.500	5.000	7.500	10.000	Unlimited
1) Types of vehicles subject to compulsory insurance											
13. Cycle with motor and moped											
- For the disabled	109,00	125,00	166,00	208,00	228,00	249,00	299,00	332,00	382,00	(a)	(a)
- Others	180,00	206,00	274,00	343,00	377,00	411,00	493,00	548,00	630,00	(a)	(a)
16. Trailer											
- Attached to cycles	110,00	148,00	162,00	177,00	212,00	236,00	271,00	298,00	328,00	(a)	(a)
- Attached to motorcycle	---	---	91,00	104,00	112,00	118,00	125,00	139,00	159,00	187,00	208,00
- Attached to any other vehicle											
• Up to 300 Kgs. of gross weight	---	---	91,00	104,00	112,00	118,00	125,00	139,00	159,00	187,00	208,00
• From 301 up to 2.500 Kgs. of gross weight	---	---	130,00	148,00	159,00	168,00	177,00	197,00	227,00	266,00	295,00
• From 2.501 up to 7.500 Kgs. of gross weight											
- Private	---	---	378,00	430,00	464,00	488,00	516,00	574,00	660,00	774,00	860,00
- Hire	---	---	561,00	638,00	689,00	724,00	765,00	852,00	979,00	1.148,00	1.275,00
• Over 7.500 Kgs. of gross weight											
- Private	---	---	444,00	505,00	545,00	574,00	606,00	675,00	776,00	909,00	1.010,00
- Hire	---	---	652,00	741,00	801,00	842,00	890,00	990,00	1.139,00	1.334,00	1.483,00
2) Types of vehicles subject to compulsory insurance											
13. Bicycle	93,00	107,00	142,00	178,00	195,00	213,00	256,00	284,00	327,00	(a)	(a)
14. Tricycle with pedals for the transportation of passengers	109,00	130,00	166,00	208,00	228,00	249,00	299,00	332,00	382,00	(a)	(a)
15. Tricycle with pedals for the transportation of goods	139,00	159,00	212,00	265,00	292,00	318,00	382,00	424,00	488,00	(a)	(a)

NOTE- In the cases marked with (a) the premiums are optional, depending upon the judgement of the insurance companies.

SCHEDULE E.2.3 – FROM 01/01/97

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR “CYCLES”, “TRICYCLES” AND “TRAILERS”

Types of vehicles subject to compulsory insurance	SUMS ('000)/ANNUAL PREMIUMS									
	500	750	1.000	1.500	2.000	2.500	5.000	7.500	10.000	Unlimited
<i>1) Types of vehicles subject to compulsory insurance</i>										
<i>13. Cycle with motor and moped</i>										
- For the disabled	125,00	166,00	208,00	228,00	249,00	299,00	332,00	382,00	(a)	(a)
- Others	206,00	274,00	343,00	377,00	411,00	493,00	548,00	630,00	(a)	(a)
<i>16. Trailer</i>										
- Attached to cycles	148,00	162,00	177,00	212,00	236,00	271,00	298,00	328,00	(a)	(a)
- Attached to motorcycle	---	---	104,00	112,00	118,00	125,00	139,00	159,00	187,00	208,00
- Attached to any other vehicle										
• Up to 300 Kgs. of gross weight	---	---	104,00	112,00	118,00	125,00	139,00	159,00	187,00	208,00
• From 301 up to 2.500 Kgs. of gross weight	---	---	148,00	159,00	168,00	177,00	197,00	227,00	266,00	295,00
• From 2.501 up to 7.500 Kgs. of gross weight										
- Private	---	---	430,00	464,00	488,00	516,00	574,00	660,00	774,00	860,00
- Hire	---	---	638,00	689,00	724,00	765,00	852,00	979,00	1.148,00	1.275,00
• Over 7.500 Kgs. of gross weight										
- Private	---	---	505,00	545,00	574,00	606,00	675,00	776,00	909,00	1.010,00
- Hire	---	---	741,00	801,00	842,00	890,00	990,00	1.139,00	1.334,00	1.483,00
<i>2) Types of vehicles subject to compulsory insurance</i>										
<i>13. Bicycle</i>	107,00	142,00	178,00	195,00	213,00	256,00	284,00	327,00	(a)	(a)
<i>14. Tricycle with pedals for the transportation of passengers</i>	130,00	166,00	208,00	228,00	249,00	299,00	332,00	382,00	(a)	(a)
<i>15. Tricycle with pedals for the transportation of goods</i>	159,00	212,00	265,00	292,00	318,00	382,00	424,00	488,00	(a)	(a)

NOTE- In the cases marked with (a) the premiums are optional, depending upon the judgement of the insurance companies.

SCHEDULE E.3.1 – FROM 01/01/95 TO 31/12/95
(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR “SPECIAL TYPES OF VEHICLES”)

<i>Types of vehicles subject to compulsory insurance</i>	<i>SUMS ('000) / ANNUAL PREMIUMS</i>								
	<i>750</i>	<i>1.000</i>	<i>1.500</i>	<i>2.000</i>	<i>2.500</i>	<i>5.000</i>	<i>7.500</i>	<i>10.000</i>	<i>Unlimited</i>
<i>17. Special types</i>									
- <i>Articulated Vehicle</i>									
▪ <i>Private (Any cubic capacity)</i>	---	---	3.416,00	3.985,00	4.640,00	5.153,00	5.921,00	6.946,00	7.714,00
▪ <i>Hire (Any cubic capacity)</i>	---	---	5.123,00	5.977,00	6.958,00	7.728,00	8.880,00	10.417,00	11.569,00
▪ <i>Industrial (Any cubic capacity)</i>	---	---	332,00	388,00	451,00	501,00	576,00	675,00	750,00
- <i>Ambulance</i>									
▪ <i>Light</i>									
- <i>Up to 1.650 c.c.</i>	408,00	463,00	501,00	538,00	557,00	619,00	712,00	834,00	928,00
- <i>From 1.651 up to 3.500 c.c.</i>	478,00	544,00	588,00	631,00	653,00	727,00	835,00	979,00	1.088,00
- <i>Over 3.500 c.c.</i>	522,00	593,00	800,00	688,00	712,00	792,00	911,00	1.067,00	1.186,00
▪ <i>Heavy</i>									
- <i>Up to 1.650 c.c.</i>	---	---	587,00	685,00	798,00	885,00	1.018,00	1.193,00	1.326,00
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	679,00	793,00	923,00	1.024,00	1.177,00	1.381,00	1.533,00
- <i>Over 3.500 c.c.</i>	---	---	745,00	869,00	1.012,00	1.123,00	1.292,00	1.513,00	1.683,00
- <i>Towing vehicle</i>									
▪ <i>Light</i>									
- <i>Up to 1.650 c.c.</i>	609,00	693,00	748,00	803,00	832,00	926,00	1.064,00	1.247,00	1.386,00
- <i>From 1.651 up to 3.500 c.c.</i>	707,00	803,00	868,00	932,00	964,00	1.073,00	1.233,00	1.446,00	1.607,00
- <i>Over 3.500 c.c.</i>	772,00	878,00	948,00	1.018,00	1.053,00	1.172,00	1.348,00	1.579,00	1.754,00
▪ <i>Heavy</i>									
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	1.607,00	1.875,00	2.183,00	2.424,00	2.786,00	3.268,00	3.629,00
- <i>Over 3.500 c.c.</i>	---	---	1.767,00	2.062,00	2.400,00	2.665,00	3.063,00	3.593,00	3.991,00
- <i>Motorcycle for driving lessons and examination (Any cubic capacity)</i>	332,00	378,00	408,00	438,00	453,00	504,00	579,00	679,00	754,00
- <i>Light motor vehicle for driving lessons and examination (Any cubic capacity)</i>	631,00	717,00	774,00	832,00	860,00	958,00	1.101,00	1.290,00	1.433,00
- <i>Heavy motor vehicle for driving lessons and examination (Any cubic capacity)</i>	---	---	2.645,00	3.086,00	3.593,00	3.989,00	4.585,00	5.378,00	5.973,00
- <i>Fire brigade vehicle</i>									
▪ <i>Light</i>									
- <i>Up to 1.650 c.c.</i>	408,00	463,00	501,00	538,00	557,00	619,00	712,00	834,00	928,00
- <i>From 1.651 up to 3.500 c.c.</i>	478,00	544,00	588,00	631,00	653,00	727,00	835,00	979,00	1.088,00
- <i>Over 3.500 c.c.</i>	522,00	593,00	633,00	688,00	712,00	792,00	911,00	1.067,00	1.186,00
▪ <i>Heavy</i>									
- <i>Up to 1.650 c.c.</i>	---	---	854,00	997,00	1.160,00	1.288,00	1.480,00	1.737,00	1.928,00
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	984,00	1.148,00	1.337,00	1.484,00	1.706,00	2.001,00	2.223,00

- Over 3.500 c.c.	---	---	1.097,00	1.280,00	1.490,00	1.655,00	1.902,00	2.231,00	2.478,00
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SCHEDULE E.3.2 – FROM 01/01/96 TO 31/12/96

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR “SPECIAL TYPES OF VEHICLES”)

Types of vehicles subject to compulsory insurance	SUMS ('000) / ANNUAL PREMIUMS								
	750	1.000	1.500	2.000	2.500	5.000	7.500	10.000	Unlimited
<i>17. Special types</i>									
- <i>Articulated Vehicle</i>									
▪ <i>Private (Any cubic capacity)</i>	---	---	4.099,00	4.782,00	5.568,00	6.183,00	7.105,00	8.335,00	9.257,00
▪ <i>Hire (Any cubic capacity)</i>	---	---	6.148,00	7.172,00	8.350,00	9.273,00	10.656,00	12.500,00	13.883,00
▪ <i>Industrial (Any cubic capacity)</i>	---	---	398,00	465,00	541,00	601,00	691,00	810,00	900,00
- <i>Ambulance</i>									
▪ <i>Light</i>									
- <i>Up to 1.650 c.c.</i>	489,00	556,00	601,00	645,00	668,00	743,00	854,00	1.001,00	1.113,00
- <i>From 1.651 up to 3.500 c.c.</i>	574,00	653,00	705,00	757,00	783,00	872,00	1.002,00	1.175,00	1.305,00
- <i>Over 3.500 c.c.</i>	626,00	711,00	960,00	825,00	854,00	950,00	1.093,00	1.280,00	1.423,00
▪ <i>Heavy</i>									
- <i>Up to 1.650 c.c.</i>	---	---	704,00	822,00	957,00	1.062,00	1.221,00	1.432,00	1.591,00
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	815,00	951,00	1.107,00	1.229,00	1.412,00	1.657,00	1.840,00
- <i>Over 3.500 c.c.</i>	---	---	894,00	1.043,00	1.214,00	1.348,00	1.550,00	1.816,00	2.019,00
- <i>Towing vehicle</i>									
▪ <i>Light</i>									
- <i>Up to 1.650 c.c.</i>	731,00	831,00	898,00	964,00	998,00	1.111,00	1.277,00	1.496,00	1.663,00
- <i>From 1.651 up to 3.500 c.c.</i>	848,00	964,00	1.041,00	1.118,00	1.157,00	1.288,00	1.480,00	1.735,00	1.928,00
- <i>Over 3.500 c.c.</i>	926,00	1.053,00	1.137,00	1.221,00	1.263,00	1.406,00	1.617,00	1.895,00	2.105,00
▪ <i>Heavy</i>									
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	1.928,00	2.250,00	2.619,00	2.909,00	3.343,00	3.921,00	4.355,00
- <i>Over 3.500 c.c.</i>	---	---	2.120,00	2.474,00	2.880,00	3.198,00	3.675,00	4.311,00	4.789,00
- <i>Motorcycle for driving lessons and examination (Any cubic capacity)</i>	398,00	453,00	489,00	525,00	543,00	605,00	695,00	815,00	905,00
- <i>Light motor vehicle for driving lessons and examination (Any cubic capacity)</i>	757,00	860,00	929,00	998,00	1.032,00	1.149,00	1.321,00	1.548,00	1.720,00
- <i>Heavy motor vehicle for driving lessons and examination (Any cubic capacity)</i>	---	---	3.174,00	3.703,00	4.311,00	4.787,00	5.502,00	6.454,00	7.168,00
- <i>Fire brigade vehicle</i>									
▪ <i>Light</i>									
- <i>Up to 1.650 c.c.</i>	489,00	556,00	601,00	645,00	668,00	743,00	854,00	1.001,00	1.113,00
- <i>From 1.651 up to 3.500 c.c.</i>	574,00	653,00	705,00	757,00	783,00	872,00	1.002,00	1.175,00	1.305,00
- <i>Over 3.500 c.c.</i>	626,00	711,00	960,00	825,00	854,00	950,00	1.093,00	1.280,00	1.423,00
▪ <i>Heavy</i>									
- <i>Up to 1.650 c.c.</i>	---	---	1.025,00	1.196,00	1.392,00	1.546,00	1.776,00	2.084,00	2.314,00
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	1.181,00	1.378,00	1.604,00	1.781,00	2.047,00	2.401,00	2.667,00
- <i>Over 3.500 c.c.</i>	---	---	1.316,00	1.536,00	1.788,00	1.986,00	2.282,00	2.677,00	2.973,00

SCHEDULE E.3.3 – FROM 01/01/97

(SCHEDULE “DETAILED” OF PREMIUMS FOR RISK I FOR “SPECIAL TYPES OF VEHICLES”)

Types of vehicles subject to compulsory insurance	SUMS ('000) / ANNUAL PREMIUMS							
	1.000	1.500	2.000	2.500	5.000	7.500	10.000	Unlimited
<i>17. Special types</i>								
- <i>Articulated Vehicle</i>								
▪ <i>Private (Any cubic capacity)</i>	---	---	4.782,00	5.568,00	6.183,00	7.105,00	8.335,00	9.257,00
▪ <i>Hire (Any cubic capacity)</i>	---	---	7.172,00	8.350,00	9.273,00	10.656,00	12.500,00	13.883,00
▪ <i>Industrial (Any cubic capacity)</i>	---	---	465,00	541,00	601,00	691,00	810,00	900,00
- <i>Ambulance</i>								
▪ <i>Light</i>								
- <i>Up to 1.650 c.c.</i>	556,00	601,00	645,00	668,00	743,00	854,00	1.001,00	1.113,00
- <i>From 1.651 up to 3.500 c.c.</i>	653,00	705,00	757,00	783,00	872,00	1.002,00	1.175,00	1.305,00
- <i>Over 3.500 c.c.</i>	711,00	960,00	825,00	854,00	950,00	1.093,00	1.280,00	1.423,00
▪ <i>Heavy</i>								
- <i>Up to 1.650 c.c.</i>	---	---	822,00	957,00	1.062,00	1.221,00	1.432,00	1.591,00
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	951,00	1.107,00	1.229,00	1.412,00	1.657,00	1.840,00
- <i>Over 3.500 c.c.</i>	---	---	1.043,00	1.214,00	1.348,00	1.550,00	1.816,00	2.019,00
- <i>Towing vehicle</i>								
▪ <i>Light</i>								
- <i>Up to 1.650 c.c.</i>	831,00	898,00	964,00	998,00	1.111,00	1.277,00	1.496,00	1.663,00
- <i>From 1.651 up to 3.500 c.c.</i>	964,00	1.041,00	1.118,00	1.157,00	1.288,00	1.480,00	1.735,00	1.928,00
- <i>Over 3.500 c.c.</i>	1.053,00	1.137,00	1.221,00	1.263,00	1.406,00	1.617,00	1.895,00	2.105,00
▪ <i>Heavy</i>								
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	2.250,00	2.619,00	2.909,00	3.343,00	3.921,00	4.355,00
- <i>Over 3.500 c.c.</i>	---	---	2.474,00	2.880,00	3.198,00	3.675,00	4.311,00	4.789,00
- <i>Motorcycle for driving lessons and examination (Any cubic capacity)</i>	453,00	489,00	525,00	543,00	605,00	695,00	815,00	905,00
- <i>Light motor vehicle for driving lessons and examination (Any cubic capacity)</i>	860,00	929,00	998,00	1.032,00	1.149,00	1.321,00	1.548,00	1.720,00
- <i>Heavy motor vehicle for driving lessons and examination (Any cubic capacity)</i>	---	---	3.703,00	4.311,00	4.787,00	5.502,00	6.454,00	7.168,00
- <i>Fire brigade vehicle</i>								
▪ <i>Light</i>								
- <i>Up to 1.650 c.c.</i>	556,00	601,00	645,00	668,00	743,00	854,00	1.001,00	1.113,00
- <i>From 1.651 up to 3.500 c.c.</i>	653,00	705,00	757,00	783,00	872,00	1.002,00	1.175,00	1.305,00
- <i>Over 3.500 c.c.</i>	711,00	960,00	825,00	854,00	950,00	1.093,00	1.280,00	1.423,00
▪ <i>Heavy</i>								
- <i>Up to 1.650 c.c.</i>	---	---	1.196,00	1.392,00	1.546,00	1.776,00	2.084,00	2.314,00
- <i>From 1.651 up to 3.500 c.c.</i>	---	---	1.378,00	1.604,00	1.781,00	2.047,00	2.401,00	2.667,00

- Over 3.500 c.c.	---	---	1.536,00	1.788,00	1.986,00	2.282,00	2.677,00	2.973,00
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