

CLAIM ASSIGNMENT AGREEMENT – POWER OF ATTORNEY

In, today, between:

On the one hand,

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Address:, City:
Tax ID:, Tax Office: , ID Card No.:
hereinafter referred to as the ASSIGNOR,

and on the other hand,

.....

Address:, City:
Tax ID:, Tax Office: , ID Card No.:
hereinafter referred to as the ASSIGNEE,

the following terms have been agreed upon and mutually accepted:

The ASSIGNOR declares that:

1.1 They are the lawful owner of the vehicle with registration number, which has sustained material damages as a result of an accident that occurred on at

1.2 They hold a valid claim for compensation against CARAVELA COMPANHIA DE SEGUROS S.A. C/O BR-C DAMAGE MANAGEMENT IKE and, to date, have not been indemnified by any other liable party.

By this agreement, the ASSIGNOR hereby assigns and transfers to the ASSIGNEE the full legal claim against the above-mentioned insurance company, relating to the cost of repairs for the damages resulting from the aforementioned accident.

The ASSIGNEE, by signing this document, accepts the assignment and becomes the sole beneficiary of the assigned claim, and the ASSIGNOR may neither retract, negotiate the amount, nor collect any compensation under any circumstances.

The ASSIGNEE shall have the right to immediately notify the obligors of the assignment and to receive and retain the compensation as agreed. Should the obligors refuse to fulfill their compensation obligation, the ASSIGNEE shall have the right to take any legal action against them to recover the compensation.

Accordingly, the ASSIGNOR authorizes and grants the ASSIGNEE the right to:

1. Appear before the above-mentioned insurance company and:

a) either instruct CARAVELA COMPANHIA DE SEGUROS S.A., c/o BR-C Claims Management IKE, to deposit the compensation due into the Assignor's personal bank account or into the bank account of the company represented by the ASSIGNEE;

b) or receive the crossed cheque issued either in the name of the ASSIGNOR or in the name of the ASSIGNEE and present it to the paying bank and collect the amount thereof.

2. To sign any private agreement, settlement receipt, declaration, or any other document that may be required.

3. To expressly and unconditionally declare that, upon payment of the above-mentioned amount to the ASSIGNEE, any and all claims arising from the above-mentioned accident shall be deemed fully and finally settled, such settlement being valid erga omnes, and in particular with respect to the paying insurance company, the driver, the owner of the at-fault vehicle, as well as any other party that may be legally liable. The ASSIGNOR further declares that no other claim or right shall remain or be maintained for the aforementioned cause.

4. To expressly and unconditionally waive the right to bring any action for compensation, as well as any other right or claim arising from the above-mentioned accident.

5. To declare that the ASSIGNOR has been expressly informed regarding the processing of his/her personal data in accordance with the Personal Data Processing Statement of CARAVELA COMPANHIA DE SEGUROS S.A., c/o BR-C Claims Management IKE, including the processing of special categories of personal data carried out by the above-mentioned insurance company.

The ASSIGNOR acknowledges that he/she has been informed of the rights provided under the applicable legislation, recognizes that the processing of his/her personal data is strictly necessary for the settlement of the aforementioned incident, and freely, expressly and with full knowledge provides his/her consent to the processing of the above-mentioned personal data concerning him/her.

ASSIGNOR: _____

ASSIGNEE: _____
