



Homin

# Home Multi-Risk

General and Special Conditions of the Policy

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## GENERAL CONDITIONS

### PART I - OF THE COMPULSORY FIRE INSURANCE

#### Preliminary Clause

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1. Ageas Portugal – Companhia de Seguros S.A., hereinafter referred to as Insurer, and the Insurance Policyholder mentioned in the Particular Conditions, establish an insurance contract which is ruled by the General Conditions and Particular Conditions, and also, if contracted, by the Special Conditions.
2. The individualisation of the present contract is made in the Particular Conditions with, among others, identification of the parties and their respective domicile, the data of the Insured Person, the data of the Insurer's representative for purposes of incident claims, and the determination of the premium or formula of the corresponding calculation.
3. For the insured asset (division or group of autonomous divisions of buildings in horizontal ownership and associated common areas), the contract requires information on:
  - a) the type of construction material and the present condition, its location and identifying name or number;
  - b) its purpose and use;
  - c) the nature of use of the adjacent properties, whenever these circumstances might influence the risk.
4. The Special Conditions establish specific arrangements for the coverage stipulated in the present General Conditions or the coverage of other risks and guarantees apart from those stipulated and which require specific identification in the Particular Conditions.
5. Apart from the Conditions established in the preceding numbers which constitute the Policy, the present contract also includes the specific advertising messages and objectives that are contrary to clauses of the Policy, unless the latter are more favourable to the Insurance Policyholder, Insured Person or Beneficiary.
6. The provisions established in the previous number are not applicable to advertising messages whose end of issue took place more than one year before the signing of the contract, or when the actual messages stipulate a validity period and the contract has been signed outside of that period.

## CHAPTER I

### DEFINITIONS, OBJECT AND GUARANTEES OF THE CONTRACT

#### Clause 1 - Definitions

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For the purposes of the present contract, the following definitions apply:

- a) **POLICY:** series of Conditions identified in the previous clause which formalise the concluded insurance contract;

- b) **INSURER:** the entity legally authorised to operate the compulsory fire insurance, which underwrites the present contract;
- c) **INSURANCE POLICYHOLDER:** the person or entity taking out the contract with the Insurer and responsible for the payment of the premium;
- d) **INSURED PERSON:** the person or entity holding the insured interest;
- e) **BENEFICIARY:** the person or entity receiving the Insurer's payment by effect of the coverage established in the contract;
- f) **FIRE:** accidental combustion, with the development of flames, alien to a normal source of fire, even if this might have caused it, and which may be propagated by its own means;
- g) **MECHANICAL ACTION OF LIGHTNING STRIKES:** atmospheric discharge occurred between the clouds and ground, consisting of one or more current surges which confer the phenomenon with a characteristic luminosity (lightning), and which causes mechanical and permanent deformity in the insured assets;
- h) **EXPLOSION:** sudden and violent action of gas or vapour pressure or depression;
- i) **INCIDENT:** total or partial occurrence of the event that triggers the risk coverage established in the contract;
- j) **DEDUCTIBLE:** value of the settlement of the incident claim which, under the terms of the insurance contract, is not payable by the Insurer.

## **Clause 2 - Object and guarantees of the contract**

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**1-The present contract is intended to comply with the obligation to insure buildings constituted under horizontal ownership arrangements, both regarding autonomous divisions and common areas, which are identified in the Policy, against the risk of fire, even in the event of negligence by the Insured Person or person for which the Insured Person is responsible.**

**2-Apart from the coverage of damage established in the previous number, the present contract also covers damage caused to the insured asset as a consequence of the means employed to combat the fire, as well as damage derived from heat, smoke, vapour or explosion as a consequence of the fire and removal or destruction enforced by order of the competent authority or conducted for salvage purposes, if carried out on account of fire or any of the facts foreseen above.**

**3-Unless agreed otherwise, the present contract also covers damage due to mechanical action of lightning strikes, explosion or other similar accident, even if not accompanied by fire.**

### Clause 3 - Exclusions from the compulsory guarantee

**1-The compulsory guarantee of the insurance excludes damage directly or indirectly derived from:**

- a) war, declared or not, invasion, acts by foreign enemies, hostilities or warlike operations, civil war, insurrection, rebellion or revolution;**
- b) military uprisings or acts by legitimate or usurped military power;**
- c) confiscation, requisition, destruction or damage of the insured assets, by order of the government, whether "de jure" or "de facto", or ordered by any instituted authority, except in the case of removal or destruction, established in number 2 of clause 2;**
- d) strikes, riots and alterations of public order, terrorism, vandalism, malicious acts or sabotage;**
- e) explosion, release of heat and irradiation derived from nuclear fission or radioactive, as well as that derived from radiation caused by the artificial acceleration of particles;**
- f) fire caused by seismic phenomena, earthquakes and volcanic eruptions, tsunamis or underground fire;**
- g) deliberately fraudulent acts or omissions by the Insurance Policyholder, Insured Person or persons for whom the Insured Person is civilly liable;**
- h) lost profit or similar loss;**
- i) unlawful removal, theft or robbery of the insured assets, when occurred during or as a consequence of any insured incident.**

## **CHAPTER II**

### **INITIAL AND SUPERVENING RISK STATEMENT**

#### Clause 4 - Duty to make an initial risk statement

**1-The Insurance Policyholder or Insured Person is obliged, before signing the contract, to issue an accurate statement on all the circumstances that he/she is aware of and reasonably deems significant for risk appraisal by the Insurer.**

**2-The provisions of the previous number are also applicable to circumstances whose mention is not requested in any questionnaire that may be provided by the Insurer for this purpose.**

**3-Following acceptance of the contract, the Insurer cannot, except in the case of deliberate fraud by the Insurance Policyholder or Insured Person for the purpose of obtaining an advantage, avail itself of:**

- a) the omission of an answer to a question in any questionnaire;**
- b) an inaccurate answer to a question formulated in overly general terms;**



- c) incoherence or evident contradiction in answers to the questionnaire;
- d) facts that its representative, at the time of signing the contract, knew to be inaccurate or, when having been omitted, knew about;
- e) circumstances known to the Insurer, especially when public and notorious.

4- Before signing the contract, the Insurer should clearly inform the potential Insurance Policyholder or Insured Person about the duty referred to in number 1, as well as the arrangement in the event of its breach, under penalty of incurring third party liability, under the general terms.

#### **Clause 5 - Intentional breach of the duty to make an initial risk statement**

1- In the case of intentional breach of the duty to make an initial risk statement referred to in number 1 of the previous clause, the contract can be annulled by statement sent by the Insurer to the Insurance Policyholder.

2- If no incidences have occurred, the statement referred to in the previous number should be sent within the period of three months counted from the time that this breach is known.

3- The Insurer is not obliged to cover any accident that occurs before becoming aware of the intentional breach referred to in number 1 or during the period established in the previous number, and should follow the general arrangement for annulment.

4- The Insurer is entitled to the right to the premium receivable up to the end of the period referred to in number 2, unless there has been deliberate fraud or gross negligence by the Insurer or its representative.

5- In the case of deliberate fraud by the Insurance Policyholder or Insured Person for the purpose of obtaining an advantage, the premium is payable up to the end of the contract.

#### **Clause 6 - Negligent breach of the duty to make an initial risk statement**

1- In the case of negligent breach of the duty referred to in number 1 of clause 4, the Insurer can, through statement sent to the Policyholder, within the period of three months counted from the time that this breach is known:

- a) propose an amendment to the contract, establishing a deadline, of at least 14 days, for the sending of its acceptance or, if permissible, the submission of a counter-proposal;
- b) terminate the contract, demonstrating that, under no circumstances whatsoever, will the Insurer conclude contracts covering risks related to the omitted or misrepresented fact.

2- The contract shall cease to be effective 30 days after the statement of termination has been sent or 20 days after the Insurance Policyholder has received the proposed amendment, and has neither responded nor rejected it.

**3-In the case referred to in the previous number, the premium shall be returned *pro rata temporis* taking into account the coverage.**

**4-If, before the termination or amendment of the contract, an incident occurs and its occurrence or consequences were influenced by the fact negligently omitted or misrepresented:**

- a) the Insurer shall cover the incident in the proportion of the difference between the premium paid and premium that would have been payable if, when the contract was signed, the Insurer had known the omitted or misrepresented fact;**
- b) the Insurer, demonstrating that in no case whatsoever would it have concluded the contract if it had known of the omitted or misrepresented fact, shall not cover the incident and is solely bound to return the premium.**

### **Clause 7 - Risk increase**

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**1-The Insurance Policyholder or Insured Person is duty bound, during the enforcement of the contract, to, within the period of 14 days counted as of becoming aware of the fact, inform the Insurer of all the circumstances that increase the risk, provided that, had the Insurer known about these circumstances at the time of signing the contract, this might have influenced the decision to enter into the contract or conditions of the contract.**

**2-Within 30 days of knowing about the increased risk, the Insurer may:**

- a) present the Insurance Policyholder with a proposed amendment of the contract, which the Insurance Policyholder should accept or reject during the same period of time, after which it is understood that the proposed amendment has been approved;**
- b) cancel the contract, demonstrating that, under no circumstances whatsoever would the Insurer conclude contracts covering the features arising from this increased risk;**

**3-The cancellation takes effect 14 days after its communication.**

### **Clause 8 - Incident and risk increase**

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**1-If, before the termination or amendment of the contract under the terms established in the previous Clause, an incident occurs whose occurrence or consequences were influenced by the increased risk, the Insurer:**

- a) shall cover the risk, making the agreed payment, if the increased risk was reported correctly in due time before the incident or before the period established in number 1 of the previous Clause;**
- b) shall partially cover the risk, reducing its payment in the proportion between the premium effectively charged and the premium that would have been payable due to the real circumstances of the risk, if the increased risk was not reported correctly in due time before the incident;**

- c) may refuse the coverage in the case of deliberately fraudulent behaviour by the Insurance Policyholder or Insured Person for the purpose of obtaining an advantage, maintaining the right to past due premiums.

2-In the situation established in subparagraphs a) and b) of the previous number, when the increased risk is caused by the Insurance Policyholder or Insured Person, the Insurer is not duty bound to make the payment, if it can demonstrate that under no circumstances whatsoever, will the Insurer conclude contracts with the features arising from this increased risk.

## CHAPTER III

### PAYMENT AND ALTERATION OF THE PREMIUMS

#### Clause 9 - Premium due date

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- 1- Unless agreed otherwise, the initial premium or its first instalment, is payable on the date of signing the contract.
- 2- The following instalments of the initial premium, the premium of subsequent annuities and their successive instalments are payable on the dates established in the contract.
- 3- The variable amount of the premium relative to value adjustment and, when applicable, any part of the premium corresponding to contract amendments are payable on the dates indicated in the respective notices.

#### Clause 10 - Coverage

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The risk coverage depends on the prior payment of the premium.

#### Clause 11 - Premium payment notice

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- 1-During the contract enforcement period, the Insurer must inform the Insurance Policyholder, in writing, of the amount payable, the form and place of payment at least 30 days before the due date of the premium or its instalments.
- 2-The notice must present, in a legible manner, the consequences of non-payment of the premium or its instalment.
- 3-For insurance contracts where it is agreed that premium should be paid in instalments every three months or less and whose contractual documentation indicates the due dates of the successive instalments of the premium and the corresponding amounts payable, as well as the consequences of their non-payment, the Insurer can decide not to send the notice referred to in number 1. In this case, the Insurer is responsible for proving the issue, acceptance and sending to the Insurance Policyholder of contractual document referred to in this number.

### Clause 12 - Non-payment of premiums

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1- Non-payment of the initial premium or its first instalment, on the due date, determines the automatic cancellation of the contract as of the date of its conclusion.

2- Non-payment of the premium of subsequent annuities or the first instalment of the premium, on the due date, prevents the extension of the contract.

3- Non-payment determines the automatic cancellation of the contract on the due date of:

- a) an instalment of the premium in the course of an annuity;
- b) an additional premium arising from an amendment to the contract based on a supervening increase of risk.

4- Non-payment, by the due date, of an additional premium arising from a contractual amendment shall make the amendment void, with the contract remaining with the scope and under the conditions that were enforced before the intended amendment, unless the contract proves impossible to remain in effect, in which case it shall be deemed to have been cancelled on the unpaid premium due date.

### Clause 13 - Change of the premium

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1- If the risk is unaltered, any change of the premium applicable to the contract can only take effect on the following annual due date.

2- Variable premium contracts and contracts held with open policies are subject to the Special Condition "Variable premium contracts and contracts held with open policies".

## **CHAPTER IV.**

### **TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT**

### Clause 14 - Start of coverage and effectiveness

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1- Without prejudice to the provisions in Clause 10, the date and time of the start of coverage of the risks are indicated in the Particular Conditions.

2- The provisions established in the previous number are equally applicable to the taking of effect of the contract, if different from the start of coverage of the risks.

## Clause 15 - Duration

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**1-The contract duration is indicated herein and in the document confirming the insurance, and may be for a fixed and determined period (temporary insurance) or for a year extendable for new periods of one year.**

**2-The contract ceases effect at 24 hours of the last day of its term.**

**3-The extension foreseen in number 1 does not take effect if either of the parties issues a notice of termination of the contract at least 30 days before the extension date or if the Insurance Policyholder fails to pay the premium.**

## Clause 16 - Termination of the contract

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**1 - The contract can be terminated by the parties at any time, where justified, by registered mail.**

**2-The Insurer may invoke the occurrence of a succession of incidents in the annuity, as a relevant cause for the purpose established in the previous number.**

**3- The amount of the premium to be returned to the Insurance Policyholder in the case of early termination of the contract is calculated in proportion to the period of time that would have elapsed since the date of termination of the coverage and the end of the contract, unless agreed otherwise by the parties according to a justified reason, such as the technical separation between the pricing of the annual insurance and temporary insurance.**

**4-The cancellation of the contract takes effect at 24 hours on the day on which it occurs.**

**5-Whenever the Insurance Policyholder does not coincide with the Insured Person, the Insurer should notify the Insured Person of the contract cancellation as soon as possible, at the most 20 days after its non-renewal or cancellation.**

**6-The cancellation takes effect 14 days after its communication date.**

**7 - When there is creditor's preferential claim over the assets constituting the object of the insurance, the Insurer undertakes to inform this creditor entity, explicitly identified in the Particular Conditions, in writing, of the contract cancellation at least 15 days before the date when this cancellation takes effect or, in the case foreseen in number 1, when the Insurer has not received notice, up to 20 days after the non-renewal or cancellation established therein.**

## Clause 17 - Transfer of ownership of the insured asset or insured interest

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**1-Unless agreed otherwise, in the case of transfer of the ownership of the insured asset or interest of the Insured Person, the Insurer's duty to the new owner or interested party depends on its notification by the Insurance Policyholder, Insured Person or their legal representatives, without prejudice to the legal arrangement concerning increased risk.**

2- if the transfer of ownership of the insured asset or interest occurs as a result of death of the Insured Person, the Insurer's liability subsists with the heirs provided that the respective premiums are paid.

3-Unless agreed otherwise, in the case of insolvency of the Insurance Policyholder or Insured Person, the Insurer's liability to the bankrupt estate subsists, where the declaration of insolvency is presumed to constitute a factor of increased risk.

## **CHAPTER V**

### **MAIN PAYMENT OF THE INSURER**

#### **Clause 18 - Sum insured**

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**1- The determination of the sum insured, at the beginning and during the enforcement of the contract, is always the responsibility of the Insurance Policyholder, which should comply, in relation to the insured asset, with the provisions in the following numbers.**

**2- The value of the sum insured for buildings should correspond to the market cost of its respective reconstruction, taking into account the type of construction and any other factors which may influence this cost, or the cadastral value in the case of buildings for expropriation or demolition.**

**3-With the exception of the value of land, all the components or elements incorporated by the owner or holder of the insured interest, including the proportional value of the common areas, should be taken into consideration for the determination of the sum insured referred to in the previous number.**

**4-Unless agreed otherwise, when the insured building is for residential purposes, its value, or its insured proportion, is automatically updated according to the indices published for the purpose by the Autoridade de Supervisão de Seguros e Fundos de Pensões, under the terms of the Special Condition 101 (Capital indexed updating).**

#### **Clause 19 - Insufficient or excess capital**

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**1 - Unless agreed otherwise, if the sum insured by the present contract is, on the incident date, lower than that determined under the terms of numbers 2 to 4 of the previous clause, the Insurer is only liable for the damage in the corresponding proportion, with the Insurance Policyholder or Insured Person being liable for the rest of the damage as if they were the Insurer.**

**2 - Upon the extension of the contract, the Insurer informs the Insurance Policyholder of the provisions established in the previous number and number 4 of the previous clause, as well as the insured value of the building which shall be considered for the purpose of indemnity in case of total loss, and the criteria for its updating, under penalty of the non-application of the proportional reduction established in the previous number, to the extent of the breach.**

**3 - Unless agreed otherwise, if the sum insured by the present contract is, on the incident date, higher than that determined under the terms of numbers 2 to 4 of the previous clause, the indemnity payable by the Insurer shall not exceed its cost of reconstruction or cadastral value established in these same numbers.**

4-In the case foreseen in the previous number, the Insurance Policyholder or Insured Person can always ask for a reduction of the contract, which, where there is good faith on both sides, could determine the return of the excess premiums that have been paid during the two years before the requested reduction minus the acquisition costs calculated proportionally.

5- When various assets are insured amounts and sums mentioned separately, the provisions in number 1 and number 3 are applicable, as if they were different insurance policies.

#### Clause 20 - Plurality of insurance

1-When the same risk relative to the same interest and for an identical period is insured by various Insurers, the Insurance Policyholder or Insured Person should inform the Insurer about this circumstance, as soon as the former know of its occurrence as well as when reporting an incident.

2-The fraudulent omission of the information referred to in the previous number exonerates the Insurer from the respective payment.

3- An incident occurred in the context of the contract referred to in number 1 shall be indemnified by any of the Insurers, at the Insured Person's choice, within the limits of the respective liability.

## **CHAPTER VI OBLIGATIONS AND RIGHTS OF THE PARTIES**

### Clause 21 - Obligations of the Insurance Policyholder and Insured Person

**1 - In the case of an incident covered by the present contract, the Insurance Policyholder or**

**Insured Person undertake to:**

- a) communicate this fact in writing to the Insurer, within the briefest time possible, never more than 8 days counted from the day of the occurrence or the day when it became known, detailing its circumstances, possible causes and consequences;**
- b) take the measures within their reach to prevent or limit the consequences of the incident, which include, to a reasonable extent, both the non-removal or alteration, or non-consent to the removal or alteration, of any traces of the incident, without prior agreement of the Insurer, and the custody and conservation of the salvaged items;

- c) provide the Insurer with the information requested by it relative to the incident and its consequences;
- d) not to hinder the Insurer's right to subrogation of the Insured Person's rights against the third party responsible for the incident, derived from the coverage of the incident by the Insurer;
- e) comply with the safety and security rules imposed by the law, legal regulations or clauses of this contract.

2-The Insurance Policyholder or Insured Person also under to:

- a) not to voluntarily aggravates the consequences of the incident, or intentionally hinder the salvage of the insured assets;
- b) not to remove, withhold, conceal or dispose the salvaged items;
- c) not to impede, hamper or not collaborate with the Insurer in its investigation of the cause of the incident or conservation, improvement or sale of the salvaged items;
- d) not exaggerate, in bad faith, the amount of the damage or indicate things falsely affected by the incident;
- e) not to use fraud, simulation, falsity or any other deliberately fraudulent means, including false documents, to justify the claim.

3-Breach of the provisions in subparagraphs a) to c) of number 1, except in the cases foreseen in the following number, determines the following:

- a) the reduction of the Insurer's payment on account of the damage caused to it by the breach;
- b) the loss of coverage if deliberately fraudulent and with specific significant damage to the Insurer.

**4- In the case of breach of the provisions in subparagraphs a) to c) of number 1, the penalty established in the previous number is not applicable when the Insurer was aware of the incident by another means during the 8 days stipulated in those subparagraphs, or the person responsible for reporting the incident proves it could not have reasonably made the communication at a time before it was actually done.**

5 - Breach of the provisions in all the other subparagraphs of number 1 and number 2 determines the offender's liability for losses and damages.

#### Clause 22 - Obligations of reimbursement by the Insurer of expenses incurred with incident prevention and mitigation

1-The Insurer shall pay the Insurance Policyholder or Insured person for expenses related to compliance with the duty established in subparagraph b) of number 1 of the previous clause, provided that these are reasonable and proportional, even if the means employed prove to be ineffective.



2- The expenses indicated in the previous number should be paid by the Insurer in advance of the settlement date of the incident claim, when the Insurance Policyholder or Insured Person request the reimbursement, the circumstances do not prevent such and the incident is covered by the insurance.

3- The value payable by the Insurer under the terms of number 1 is deducted from the available amount of the sum insured, unless it corresponds to expenses incurred in compliance with specific determinations of the Insurer or its autonomous coverage arises from the contract.

4- In the case of insurance at a value lower than that of the insured interest at the time of the incident, the payment to be made by the Insurer under the terms of number 1 is reduced in the proportion of the covered interest and of the interests at risk, unless the expenses payable derive from compliance with specific determinations of the Insurer or its autonomous coverage arises from the contract.

#### Clause 23 - Inspection of the risk location

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1- The Insurer can order inspection of the insured assets by an accredited representative mandated by it, to check whether the contractual conditions are being followed, in which case the Insurance Policyholder or Insured Person undertake to provide the requested information.

2- The unjustified refusal of the Insurance Policyholder or Insured Person or their representative to permit the use of the entitlement mentioned above confers the Insurer the right to cancel the contract on fair grounds, under the terms established in Clause 16.

3- Under the circumstances foreseen in the previous number, the Insurer acquires the right to 50% of the premium corresponding to the period of time that would have elapsed up to the end of the contract.

#### Clause 24 - Obligations of the Insurer

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1 - The investigation and expert examination required for recognition of the incident and assessment of the damage should be conducted by the Insurer with the appropriate promptness and diligence, under penalty of being accountable for losses and damages.

2 - The Insurer should pay the indemnity or authorise the repair or reconstruction, as soon as the investigation and expert examination required for recognition of the incident and establish the amount of the damage are concluded, without prejudice to payments on account, whenever it is recognised that these should take place.

3 - If 30 days have elapsed since the conclusions established in the previous number without the payment of the indemnity having been made or the repair or reconstruction authorised, due to an unjustified cause or reason not imputable to the Insurer, interest shall be payable at the legal rate in force on the amount of the indemnity or average price at market values of the repair or reconstruction.

## CHAPTER VII

### PROCESSING OF THE INDEMNITY, REPAIR OR RECONSTRUCTION

#### Clause 25 - Determination of the value of the indemnity, repair or reconstruction

1 - In the case of an incident, the value of the insured assets and damages is assessed together by the Insured Person and Insurer, even if the contract actually benefits a third party.

2 - Unless agreed otherwise, the Insurer shall not indemnify any risk increase that may arise from the cost of the repair or reconstruction of insured buildings, as a consequence of alterations in alignment or modifications made to the characteristics of their construction.

#### Clause 26 - Form of payment of the indemnity

1-The Insurer shall pay the indemnity in money, whenever the substitution, restoration, repair or reconstruction of the insured assets, destroyed or damaged, is not possible, the full repair of the damage is possible, or would be excessively costly to the debtor.

2-When an indemnity is not established in money, the Insured Person should, under penalty of being accountable for losses and damages, provide the Insurer, or whoever is indicated by the Insurer, the reasonable collaboration, with a view to the prompt reconstruction of the situation prior to the incident.

3- Regarding constructions made on land owned by others, it is agreed that, in the case of partial or total loss, the Insurer's indemnity shall be employed directly in the repair or reconstruction of the building on the same land, where it had been, paying the works according to their implementation up to the insured value. If the Insured Person does not repair or reconstruct it on the same land within the period of one year, counted from the date of the incident, the indemnity shall be reduced to the value that the insured assets would have if assessed as demolition material.

4-The onus of the proof of the veracity of the claim and its legal interest in the insured assets falls on the Insured Person, and the Insurer may request all appropriate means of proof within its reach.

#### Clause 27 - Automatic reduction of the sum insured

Unless agreed otherwise, after the occurrence of an incident, the sum insured remains, up to the termination of the contract, automatically reduced by the amount corresponding to the attributed indemnity, without there being entitlement to premium refunding.

## **CHAPTER VIII**

### **MISCELLANEOUS PROVISIONS**

#### Clause 28 - Intervention of the insurance intermediary

1- No insurance intermediary is presumed authorised to, on behalf of the Insurer, conclude or extinguish insurance contracts, contract or alter the obligations arising therein or validate additional statements, except as established in the following numbers.

2- The insurance intermediary that has been sufficiently empowered for the purpose by the Insurer can conclude or extinguish insurance contracts, contract or alter the obligations arising therein or validate additional statements, on behalf of the Insurer.

3- Notwithstanding the insurance intermediary's lack of specific powers for the purpose, the insurance is considered effective when there are well substantiated reasons, objectively appraised, taking into account the circumstances of the case, which justify the Insurance Policyholder's trust and confidence in good faith of the intermediary's legitimacy, provided that the Insurer has also contributed to provide grounds for the Insurance Policyholder's trust and confidence.

#### Clause 29 - Communications and notifications between the parties

**1- The communications or notifications of the Insurance Policyholder or Insured Person established in this policy are deemed valid and effective when addressed to the head office of the Insurer or branch, as applicable.**

**2- Communications or notifications made under the terms of the previous number, to the address of the Insurer's representative not established in Portugal, relative to incidents covered by this policy, are equally valid and effective.**

**3- The communications established in the present contract should be written or provided in another form with a durable record.**

**4- The Insurer is only duty bound to send the communications established in the present contract if their intended receiver is duly identified in the contract, and are deemed to have been validly made if sent to the respective address featured in the policy.**

**5- The change of address or head office of the Insurance Policyholder or Insured Person should be communicated to the Insurer, within 30 days following the date when this occurs, by registered letter with acknowledgement of receipt, otherwise the communications or notifications that the Insurer may make to the out of date address shall be deemed valid and effective.**

#### Clause 30 - Applicable law and arbitration

1 - The law applicable to this contract is the Portuguese law.

2- Complaints concerning the present contract may be submitted to the Insurer's services identified in the contract as well as to Insurance and Pension Fund Supervision Authority ([www.asf.com.pt](http://www.asf.com.pt)).

3-Disputes arising from this contract can be submitted to arbitration, pursuant to the law.

### Clause 31 - Jurisdiction

The competent jurisdiction to settle disputes arising from this contract is that established in the civil law.

## **GENERAL CONDITIONS**

### **PART II - OF THE OPTIONAL COVERAGE**

### Clause 32 - Optional object and guarantees of the contract

**Optional coverages may be contracted, which apply in addition to the mandatory insurance. Optional coverage does not derogate from mandatory insurance and, when they are simultaneously applicable, refer only to what exceeds or adds to the scope of mandatory insurance.**

**Supplementary to the compulsory fire insurance established in Part I of the General Conditions of the Policy, coverage of the risks identified in this clause may also be contracted. In this case, its validity and effectiveness is conditional on the insured building or respective contents, identified in the Particular Conditions, being exclusively intended for residential purposes, in addition to observing the arrangement presented in the General Conditions.**

#### **1- FIRE, MECHANICAL ACTION OF LIGHTNING STRIKES AND EXPLOSION (OPTIONAL INSURANCE)**

**Covers damage caused to the insured assets as a consequence of fire, mechanical action of lightning strikes and explosion under the terms established for the compulsory fire insurance stipulated in Part I of the General Conditions of the Policy.**

#### **2- STORMS**

**2.1- Covers damage caused to the insured assets as a consequence of:**

- a) typhoons, cyclones, tornados and all direct action of strong winds or crashes of objects hurled or projected by them, whenever their violence destroys or damages premises, objects or trees within a radius of 5 Km surrounding the insured building, and provided that, at the time of the incident, the winds have reached a velocity of 100 km/hour or more;**
  
- b) flooding caused by rainfall, snow or hail, provided that these atmospheric agents penetrate the interior of the building as a consequence of damage caused by the risks indicated in 2.1, under the condition that this damage occurs during the 48 hours following the time of the partial destruction of the insured building.**

**2.2- Damage occurred during the 48 hours following the time when the insured assets suffer the first damage is considered to constitute a single and the same incident.**

### **3- FLOODS**

**3.1- Covers damage caused to the insured assets as a consequence of:**

- a) waterspouts or torrential rainfall – atmospheric precipitation of an intensity greater than 10 millimetres in 10 minutes, on the rain gauge;**
- b) bursting of pipelines, external distribution networks, collectors, drainage, dykes and dams;**
- c) flash floods or overflow of natural or artificial water courses.**

**3.2- Damage occurred during the 48 hours following the time when the insured assets suffer the first damage is considered to constitute a single and the same incident.**

### **4- DAMAGE DUE TO WATER CAUSED BY PIPES AND APPLIANCES CONNECTED TO THE DISTRIBUTION NETWORK**

**4.1- Covers damage caused by water of sudden and unpredicted nature to the insured assets as a consequence of:**

- a) burst pipes, defects, blockage or overflow of the interior water and sewerage distribution network of the building (including rain-fed wastewater systems) as well as devices or utensils linked to the water and sewerage distribution network of the same building and respective connections as well as water leaks derived from heating or cooling systems;**
- b) damage derived from burst pipes, defects, blockage or overflow of pipes over 20 years old shall not be indemnified, unless the pipes are in good condition;**
- c) also covers the actual repair or investigation, if this coverage has been contracted, of the pipe or sewer, but only at the exact location where the pipe burst, unless the condition of the pipes advises against this, in which case the burst pipe shall not be repaired.**

### **5 - THEFT OR ROBBERY**

**5.1- Covers damage caused to the insured assets as a consequence of theft or robbery, consummated or not, mere attempt or preparatory acts, when carried out by:**

- a) break-in;**
- b) housebreaking;**
- c) use of false keys;**
- d) violence or threat of violence to people located at the place of risk;**
- e) committed without the features referred to above, when the offender or offenders furtively enter the place of risk or conceal themselves therein with the intention of theft;**

**5.2- This guarantee also covers, as a consequence of theft or robbery, consummated or attempted, the damage caused to the anti-theft protection measures, described in the proposed insurance.**

5.3 - The following definitions are applicable for the purposes of the coverage of the risks mentioned above:

**Robbery:** act carried out by an agent or third party with the intention to unlawfully appropriate, steal or force the giving of the movable property of another by the use of violence against a person, intimidation with imminent danger to life or physical integrity or placing the person in a position in which it is impossible to react.

**Theft:** act carried out by an agent or third party with the intention to unlawfully steal the movable property of another.

**Break-in;** break-in is considered the breaking, fracture or destruction of all or part of a device intended to close or prevent the entry into the place of risk or closed place attached to the place of risk.

**Housebreaking:** housebreaking is considered the entry of the place of risk or closed place attached to the place of risk by roof, doors, windows, walls or by any construction which serves to close or prevent the entry or passage, as well as by underground opening not intended for entry.

**False keys:** considered keys that are imitated, counterfeit or altered, as well as true keys when they fortuitously or surreptitiously outside of the power of whoever has the right to use them, skeleton keys or any instruments that may be used to open locks or other security devices, provided that there is confirmed evidence that these types of elements have been used to furtively enter the place of risk.

**5.4- The measures of protection against theft or robbery that are reported by the Insurance Policyholder or Insured Person, in the proposed insurance, to exist at the insured building are considered essential for the existence and conditions of the contract.**

**5.5- if, in the case of an incident, it is found that the declared protective measures are inferior to those that actually exist at the building, the Insurer may reduce the indemnity in the proportion between the premium paid and that which should have been paid.**

## **6- FALLING AIRCRAFT AND BREAKING THE SOUND BARRIER**

**Covers damage caused to the insured assets as a consequence of:**

- a) crash or fall of all or part of aircraft and space navigation devices or objects fallen or thrown from them;**
- b) vibration or shock derived from aircraft or other air navigation devices breaking the sound barrier.**

## 7- CRASH OR COLLISION OF LAND VEHICLES OR ANIMALS

Covers damage caused to the insured assets as a consequence of the crash or collision of land vehicles or vehicles drawn by animal which neither belong nor are under the responsibility of the Insured Person, his/her family or employees and are not being driven by any of the above or by a person for whom the Insured Person is civilly liable.

## 8- SPILLAGE OF HEATING SYSTEM OIL

Covers damage caused to the insured assets due to accidental spillage of oil derived from any heating system or devices, except for damage incurred to the actual system and its contents.

## 9- STRIKES, RIOTS AND ALTERATIONS OF PUBLIC ORDER

9.1- Covers damage, including by fire or explosion, directly caused to the insured assets due to:

- a) people who participate in strikes, lock-outs, disorders at work, riots, rebellion and alterations of public order;
  
- b) any legally constituted authority, as a result of measures taken on the occasion of the events mentioned above to safeguard or protect people and assets.

9.2 - The following definitions are applicable for the purposes of the coverage of this risk:

**STRIKE:** concerted stoppage of work by a group of workers, employees, civil servants or independent personnel;

**LOCK-OUT:** provisional closure decided by a company aimed at reaching conciliation with the respective personnel, in a labour conflict;

**DISORDERS AT WORK:** violent manifestations, even if not concerted, occurred at a work environment, characterised by disorder or the practice of unlawful acts by the workers, employees, civil servants or independent personnel;

**RIOTS:** violent manifestations, even if not concerted, of a group of people who, while not rebelling against the established order, however, still show a turmoil of high spirits, characterised by disorder or the practice of unlawful acts;

**REBELLION OR ALTERATIONS OF PUBLIC ORDER:** violent manifestations, even if not concerted, of a group of people who show a turmoil of high spirits, characterised by disorder or the practice of unlawful acts, as well as confrontation with the entities responsible for maintaining public order, provided that there is no attempt to overthrow the established public powers.

## 10- BREAKAGE OF GLASS, FIXED MIRRORS, MARBLE STONE AND BATHROOM FITTINGS

Covers damage caused to the insured assets as a direct consequence of accidental breakage of glass panes, fixed mirrors, of at least one square metre of surface and thickness of 4 mm or more, and marble stone, provided that they are applied in an appropriate fixed support, as well as bathroom fittings.



**10.1 - Damage caused to the bathroom fittings is only covered when the building is the object of the insurance contract.**

#### **11- BREAKAGE OR FALL OF OUTDOOR TELEVISION OR RADIO ANTENNAS**

**Covers damage caused to the insured assets as a direct consequence of the breakage or accidental fall of outdoor image and sound receivers as well as the respective masts and stays, which are attached to the building and provided that they are the property of the Condominium in the case of buildings constituted in horizontal ownership or the property of the Insured Person in all other situations.**

#### **12- BREAKAGE OR FALL OF THERMAL AND PHOTOVOLTAIC SOLAR PANELS**

**Covers the breakage or accidental fall of devices which convert solar energy into electric or thermal power and that are attached to the building, thermal or photovoltaic solar panels, provided that they are the property of the Condominium in the case of buildings constituted in horizontal ownership or the property of the Insured Person in all other situations.**

#### **13- DEMOLITION AND REMOVAL OF RUBBLE**

**Covers the payment of the expenses that the Insured Person has incurred with the demolition or removal of rubble caused by the occurrence of any incident covered by this Policy.**

#### **14- CUSTODY OF CONTENTS**

**14.1- The insurer covers the payment of the expenses that the Insured Person may be required to incur with the transport of the insured objects that are not destroyed and corresponding warehousing, derived from the supervening and evident uninhabitability of the residence whose contents are insured, as a result of the manifestation of any of the risks covered by the Policy.**

**14.2- The indemnity derived from this coverage shall be subject to the following limits:**

- a) Indemnity period - indispensable length of time for the reinstallation of the Insured Person at the place where the incident occurred, of a maximum of 6 six months, counted starting immediately after the first three days of uninhabitability;**
- b) Monthly indemnity - the monthly indemnity, excluding expenses related to the transport of the insured objects, shall be subject to the limit established in the Particular Conditions;**

**14.3 - The indemnity shall be payable against submission of documents confirming the expenses that have been made, after deduction of the charges which the Insured Person would have incurred if the incident had not occurred and which, in the meantime, are no longer paid.**

**14.4 - It is an indispensable condition for the operation of this coverage that the Insured Person, on the date of the incident, resides at the affected place and that this is his/her regular and permanent residence.**



**14.5 - Insured assets which have been transferred to another place of risk, under this coverage, continue to be covered under the same conditions of this contract without prejudice to any possible rectification of rate in conformity with the characteristics of the new place of risk.**

#### **15- DEPRIVATION OF HOUSING AND RE-HOUSING**

**15.1- The Insurer covers the payment of the expenses that the Insured Person may have to incur in relation to his/her stay and that of the persons in cohabitation with a jointly shared economy with the Insured Person, at any other accommodation, as a result of the supervening and evident uninhabitability of the residence whose contents are insured, following the manifestation of any of the risks covered by the Policy.**

**15.2- The indemnity derived from this coverage shall be subject to the following limits:**

- a) Indemnity period - indispensable length of time for the reinstallation of the Insured Person at the place where the incident occurred, of a maximum of 6 six months, counted starting immediately after the first three days of uninhabitability;**
- b) Monthly indemnity - the monthly indemnity shall be subject to the limit established in the Particular Conditions.**

**15.3 - The indemnity shall be payable against submission of documents confirming the expenses that have been made, after deduction of the charges which the Insured Person would have incurred if the incident had not occurred and which, in the meantime, are no longer paid.**

**15.4 - It is an indispensable condition for the operation of this coverage that the Insured Person, on the date of the incident, resides at the affected place and that this is his/her regular and permanent residence.**

#### **16 - TEMPORARY CHANGE**

**16.1 - The coverage established in numbers 1 to 8 of this article are extensive to assets which, being part of this insurance, are transferred for a period not longer than 60 days to any other place situated on national territory where the Insured Person has temporarily taken up residence.**

**16.2- This coverage shall be subject to the limit established in the Particular Conditions and does not cover objects transferred for sale, loan, repair, exhibition or storage.**

**16.3 - If the transferred assets are covered by any other insurance, the present Policy, in the case of a covered incident, shall only be accountable for the insufficiency of that other insurance.**

#### **17 - EXTRACONTRACTUAL THIRD PARTY LIABILITY AS OWNER OR LEGITIMATE OCCUPANT OF THE BUILDING**

**17.1- Covers the payment of indemnities which, arising from extracontractual third party liability and up to the limit established in the Particular Conditions, can be payable by the Insured Person in the capacity of owner or legitimate occupant of the insured building due to bodily or material injury caused to third parties as a result of the occurrence of any of the risks identified in this article.**

**17.2 - For the purposes of the previous number, the usufructuary, tenant, borrower of the building which he/she undertakes to return unimpaired or any other capacity which entitles the Insured Person to lawfully use the building is considered the legitimate occupant of the building.**

**17.3 - A series of losses derived from the same cause are considered a single incident or damaging incident, even if various people are injured and incident is reported at different times.**

#### **18- LEGAL EXPENSES DERIVED FROM THE THIRD PARTY LIABILITY OF THE OWNER OR LEGITIMATE OCCUPANT OF THE BUILDING**

**18.1 - Covers, up to the maximum limit established in the Particular Conditions, the payment of the procedural expenses and fees of lawyers who the Insured Person may have to employ in order to assure his/her legal, civil or criminal defence, as a consequence of a fact, action or omission involving his/her third party liability, under the terms defined in point 17.**

**18.2- For the purposes of the previous number, the Insured Person should immediately inform the Insurer of the existence of legal proceedings, providing all the elements requested by the Insurer.**

#### **19- DOMESTIC PERSONAL RISKS - DEATH OR PERMANENT DISABILITY**

**19.1- Covers indemnity for damage derived from bodily injury suffered by the Insured Person and by any of the people of his/her household, who are considered Insured Persons for this purpose, derived from a domestic accident occurred in the residence whose contents are insured, which results in the Death or Permanent Disability of a degree above 50%, under the following terms:**

- a) Death - In the case of the Death of the Insured Person, derived from an accident covered by the present contract and when the causal link with the accident is clinically confirmed, occurred at the time or during the 90 days following the date of the accident, the Insurer shall pay the indemnities to the Beneficiaries named in the Particular Conditions;**
- b) Total or Partial Permanent Disability – In the case of the Permanent Disability of the Insured Person, derived from an accident covered by the present contract, immediately or during two years counted from the date of the accident, the Insurer shall pay the Insured Person the amount of indemnity corresponding to the sum insured and the clinically confirmed degree of disability, determined in accordance with the National Table for Assessment of Permanent Disability in Civil Law;**
- c) the risks of Death or Permanent Disability cannot be accumulated, therefore if each of the Insured Persons is attributed or paid indemnity due to Permanent Disability, these Insured Persons shall not be entitled to receive payment of indemnity due to death even if this occurs as a consequence of the same accident;**

**d) the guarantees of the present coverage expire when the Insurer reaches the age of 70 years old. 19.2 - The risk of Death exclusively covers the Insured Person and his/her spouse.**

**19.3- Minors under the age of 14 years old are not covered by the risk of death.**

**19.4- The maximum indemnity due to the accident cannot exceed the limit established in the Particular Conditions, regardless of the number of injured persons.**

#### **20- DOMESTIC PERSONAL RISKS - MEDICAL EXPENSES**

**20.1- Covers the payment of expenses, provided that duly confirmed, derived from the necessary medical, surgical, nursing and medical treatment and hospital internment as a consequence of a domestic accident, occurred in the residence whose contents are insured, suffered by any of the people of the household, who are considered Insured Persons for the purpose, up to the limit established in the Particular Conditions.**

**20.2- The present guarantee can only be enforced when the expenses due to accident reach €25.00. When this amount is reached, the Insurer shall pay the entirety of the expenses up to the limit established in the Particular Conditions, regardless of the number of injured persons.**

#### **21- DOMESTIC PERSONAL RISKS - FUNERAL ALLOWANCE**

**Covers the payment of funeral expenses in the event of death of the Insured Person or a member of his/her household derived from a domestic accident occurred inside the residence whose contents are insured, up to the limit established in the Particular Conditions, regardless of the number of injured persons.**

#### **22- INVESTIGATION AND REPAIR DUE TO BREAKDOWNS**

**Covers, provided that a situation of risk subject to indemnity due to "Damage due to water caused by pipes and appliances connected to the distribution network" occurs, expenses related to the investigation of burst or blocked pipes, the consequent opening and repair of walls or flooring whenever this work is directly related to the covered damage, caused to the insured building, which originated in a pipeline or pipe located inside the building, up to the limit presented in the Particular Conditions.**

#### **23- HOME ASSISTANCE**

**Covers assistance under the terms and conditions defined in Special Condition 114.**

#### **24- LAND SUBSIDENCE**

**Covers damage caused to the insured assets as a consequence of the following geological phenomena: Land subsidence, landslides, landslips and sinking of land.**

#### **25- AESTHETIC DAMAGE**

**25.1- Covers aesthetic damage derived from the occurrence of any of the risks covered by the present contract, in order to maintain the continuity and aesthetic harmony of the insured building, with the deductibles and limits of the sum insured established in the Particular Conditions.**

**25.2- The value of the indemnity shall be calculated taking into account the application of materials of identical characteristics to those existing on the date of the incident.**

#### **26- VANDALISM AND MALICIOUS ACTS**

**26.1- Covers damage caused to the insured assets which directly derive from any of the risks covered by this Policy, up to the limits and with the deductibles presented in the Particular Conditions, as a consequence of:**

- a) vandalism and malicious acts;**

- b) acts carried out by any legally constituted authority, on the occasion of the events mentioned in subparagraph a) to safeguard or protect people and assets.

26.2 - If the insured amounts of the damaged assets are lower than their replacement values, the sum that shall be indemnified under this clause, for these extra costs, shall be reduced in the same proportion.

#### 27- DAMAGE TO ITEMS BELONGING TO THE LANDLORD

27.1- Covers the payment of expenses related to the repair or replacement of items that are materially linked with a permanent nature to the building, belonging to the landlord, affected by any of the risks covered by this Policy, with the deductibles and limits presented in the Particular Conditions.

27.2 - This guarantee shall only operate when the landlord or respective Insurer do not carry out the aforesaid repairs or replacements.

#### 28- SWIMMING POOL THIRD PARTY LIABILITY

28.1- Covers indemnity for damage derived from bodily injury, caused to third parties, as a result of accidents occurred during use of the swimming pool of the residence whose contents are insured, which gives rise to Death or Permanent Disability of a degree above 50%, under the following terms:

- a) Death - In the case of Death derived from an accident covered by the present coverage, with clinical confirmation of the causal link with the accident, occurred at the time or during 90 days counted from the date of the accident, the Insurer shall pay the indemnities to the legal heirs of the injured person;
- b) Total or Partial Permanent Disability - In the case of Total or Partial Permanent Disability derived from an accident covered by the present coverage, occurred immediately or during two years counted from the date of the accident, the Insurer shall pay the amount of indemnity corresponding to the sum insured and clinically confirmed degree of disability, determined in accordance with the National Table for Assessment of Permanent Disability in Civil Law;
- c) the risks of Death or Permanent Disability cannot be accumulated, therefore if each of the Insured Persons is attributed or paid indemnity due to Permanent Disability, these Insured Persons shall not be entitled to receive payment of indemnity due to Death even if this occurs as a consequence of the same accident.

#### 29- OUTDOOR WALLS AND GATES

Covers, with the limits presented in the Particular Conditions, the extension of the coverage for Land Subsidence, Storms, Floods, Crash or Collision of Land Vehicles, to outdoor walls and gates (building divisions or land retention) belonging to the insured building.

#### 30- ACCIDENTAL DAMAGE

30.1 - Covers, with the limits presented in the Particular Conditions, sudden and unpredictable damage occurred to the insured assets which are not covered by or excluded from the coverage foreseen in the General or Special Conditions of the Policy.

**30.2-** An indispensable condition for the activation of this coverage is that the insured assets should be inside the building corresponding to the place of risk and the object of the contract must cover the Common Contents (household effects).

**Clause 33 - Exclusions applicable to the optional coverage or fire coverage when contracted as optional insurance**

**1-**The following losses are not guaranteed, under any circumstances whatsoever, even if any risk covered by the present Policy has occurred, when derived directly or indirectly from:

**a)** hostile action or war, declared or not, including actions of prevention, defence or combat against an expected, imminent or existing invasion perpetrated by:

- any government or sovereign power, whether "de jure" or "de facto", or of any authority, maintaining or using land, naval or air forces;

- land, naval or air forces;

- any agent by this government, power, authority or force;

**b)** acts of sabotage and terrorism, as defined in the Portuguese legislation in force;

**c)** contamination by chemical or bacteriological agents, where contamination is defined as poisoning, or the prevention or limitation of use of objects due to the effects of chemical or biological substances;

**d)** use of missiles;

**e)** direct or indirect effects of explosion, release of heat and irradiation derived from nuclear fission or radioactive, as well as those derived from radiation caused by the artificial acceleration of particles;

**f)** damage to the environment through pollution or contamination of the soil, atmosphere and water and any type of loss or damage directly or indirectly derived from pollution or contamination, including to the assets of the actual Insured Person, even if arising from an incident which can be indemnified under this Policy. Also excluded are costs related to cleaning, removal of materials and decontamination of any type of assets;

**g)** seizure or destruction ordered by customs authorities, confiscation, command, requisition, nationalisation of or damage to the insured building ordered by the "de jure" or "de facto" government, or ordered by any civil or military instituted authority, except in the case of the removals or destruction established in number 2) of clause 2;

**h)** deliberately fraudulent acts or omissions by the Insurance Policyholder, Insured Person or persons for whom the Insured Person is civilly liable, but who, under the compulsory fire insurance, only refer to damage occurred to their property;

**i)** unlawful removal, theft or robbery of the insured objects, when carried out during or following any incident covered by the present contract;

**j)** damage as a result of defects or lack of conservation of the building.

**2-**The following are also excluded from the coverage referred to in this Policy: shares, bonds and any other securities, pawn tickets, lotteries, bank notes, minted money, cheques, letters of credit or debit and excise or postage stamps that are not part of a collection.

**3-**In addition to the provisions in points 1 and 2 of this article, concerning the coverage indicated below, the present contract is subject to the following exclusions:

## STORMS

The following are excluded from this coverage:

- 1-Damage caused by the action of the sea and other natural or artificial water surfaces, irrespective of its nature, even if this event is the result of a storm.
- 2-Damage to movable assets that are located outdoors.
- 3-Damage caused to awnings and/or fencing, provided that this is the only damage to the insured assets.
- 4-Damage to outdoor walls and gates unless covered by the present Policy.
- 5-Damage occurred to buildings or constructions of recognised fragility, namely of wood, plastic boards, as well as when the construction materials considered resilient do not constitute at least 50%, damage to any objects located inside these same buildings or constructions, and also when these buildings or constructions are in a recognised state of dilapidation at the time of the event.

## FLOODS

The following are excluded from this coverage:

- 1-Damage caused directly to the insured assets due to rising tides, spring tides and, more generally, by the action of the sea.
- 2-Damage caused to movable assets that are located outdoors.
- 3-Damage to outdoor walls and gates unless covered by the present Policy.
- 4 - Damage caused to fencing, provided that this is the only damage to the insured assets.
- 5 - Damage occurred to buildings or constructions of recognised fragility, namely of wood, plastic boards, as well as when the construction materials considered resilient do not constitute at least 50%, damage to any objects located inside these same buildings or constructions, and also when these buildings or constructions are in a recognised state of dilapidation at the time of the event.

## DAMAGE DUE TO WATER CAUSED BY PIPES AND APPLIANCES CONNECTED TO THE DISTRIBUTION NETWORK

The following are excluded from this coverage:

- 1-Damage caused as a consequence of infiltration through roofing, terraces, walls, ceilings as well as those derived from humidity or condensation, except when derived from the guarantees included in this coverage.
- 2-Damage as a result of defects, lack of conservation or watertightness of the building.
- 3- Accidental entrance of rainwater as a consequence of any atmospheric precipitation through doors, windows, skylights, verandas and glassed-in conservatory or balcony.
- 4-Taps left open, unless there has been a water supply failure.

## THEFT OR ROBBERY

The following are excluded from this coverage:

- 1-Theft or robbery, mere attempt or preparatory acts due to the action or complicity of the Insurance Policyholder or Insured Person, their family, employees, agents or other service providers or by any person cohabiting with the Insurance Policyholder or Insured Person or in possession of the keys of the building or buildings in their custody.
- 2-The theft of objects existing in yards, terraces or attached buildings that are not closed.
- 3-Incidents derived from manifest negligence of the Insured person in protecting the insured assets, including:
  - keys left in locks, underneath mats, in the post-box or any other place of easy access;
  - the non-replacement of locks after theft or robbery, in the case of loss of keys.



### STRIKES, RIOTS AND ALTERATIONS OF PUBLIC ORDER

This coverage excludes damage as a result of acts committed by the Insured Person or persons of his/her household or with the complicity of personnel employed by the Insured Person, his/her tenants, sub-tenants or occupants of the insured residence.

### BREAKAGE OF GLASS, FIXED MIRRORS, MARBLE STONE AND BATHROOM FITTINGS

The following are excluded from this coverage:

- 1- Damage occurred during construction or other works carried out on the insured objects, as well as during transport operations or change of location of the aforesaid objects.
- 2- Damage as a result of flaws of placement or construction of the building, faulty assembly and actual defects.

### BREAKAGE OR FALL OF OUTDOOR TELEVISION OR RADIO ANTENNAS

The following are excluded from this coverage:

- 1 - Damage occurred during assembly, dismantlement or maintenance operations.
- 2 - Damage as a result of flaws of placement or construction of the building, faulty assembly and actual defects.

### BREAKAGE OR FALL OF THERMAL AND PHOTOVOLTAIC SOLAR PANELS

The following are excluded from this coverage:

- 1- Damage occurred during assembly, dismantlement or repair operations.
- 2 - Damage as a result of flaws of placement or construction of the building, faulty assembly and actual defects.

### EXTRACONTRACTUAL THIRD PARTY LIABILITY AS OWNER OR LEGITIMATE OCCUPANT OF THE BUILDING

The following are not covered by the present contract:

- 1-Damage as a result of deliberately fraudulent acts by the Insurance Policyholder or Insured Persons.
- 2-Damage caused to the spouse, ascendants, descendants or persons who are part of the household of the Insured Person.
- 3- Damage caused to workers and agents of the Insurance Policyholder or Insured Person or to his/her service providers, commissioners, auxiliaries.
- 4-Lost profit, indirect losses and operating losses.
- 5-Damage as a result of the application of periodic payment by way of a penalty or any other periodic payment measure.
- 6-Fines or penalties of any nature, as well as all legal expenses related to criminal proceedings; 7 - Damage as a result of any hazardous substances which may have been removed.
- 8-When the Insurance Policyholder or Insured Person is a legal person or company, even if constituted irregularly, the damage caused to its legal representatives, administrators, directors and managers, "de jure" or "de facto".
- 9-Claims based on a liability of the Insurance Policyholder or Insured Person as a result of an agreement or particular contract, to the extent that this liability exceeds the liability to which the Insurance Policyholder or Insured Person would have been bound in the absence of this agreement or contract.

**10-Damage as a result of environmental change, in particular caused directly or indirectly by pollution or contamination of the soil, water or atmosphere, as well as all damage due to the action of smoke, vapour, vibration, noise, smells, temperature, humidity, electrical currents, slow infiltration of water or other fluids, as well as damage derived from the non-accidental bursting of pipes and pipelines.**

**11- Damage suffered by the occupant of the building or by any of this person's family, parents or similar relations. 12 - Damage caused to insured building where the insured assets are located.**

**13- Damage caused to a building that is leased or possessed in any capacity other than the residence insured by the present contract.**

#### **DOMESTIC PERSONAL RISKS - DEATH OR PERMANENT DISABILITY, MEDICAL EXPENSES AND FUNERAL ALLOWANCE**

**This coverage excludes accidents involving household members, provided that they are: 1 - The result of crimes or deliberately fraudulent acts carried out by any of the household members.**

**2- Due to actual or attempted suicide following acts carried out on his/her own person by the Insurance Policyholder or Insured Person.**

**3- Caused by acts of war, declared or not, invasion, hostilities with foreign countries, military insurrections, military takeovers, insurrection, rebellion or revolution.**

**4 - Derived from infamously dangerous or provocative acts carried out under the influence of narcotic drugs not prescribed by a doctor or in a state of drunkenness or mental disorder.**

**5 - Caused by seismic phenomena or any other earth movement. 6 - Caused by nuclear risk.**

**Accidents occurred to persons who perform any activity that is or may be remunerated at the residence of the Insurance Policyholder or Insured Person are also excluded.**

#### **LAND SUBSIDENCE**

**The following are excluded from this coverage:**

**1-Losses or damage as a result of total or partial collapse of the insured structures, not related to the covered geological risks.**

**2-Losses or damage occurred to buildings, outdoor walls, fencing, swimming pools or other insured assets, which are based on foundations whose construction does not comply with the technical rules or good rules of engineering, according to the characteristics of the land and type of construction, as well as losses and damage occurred to the assets located at these places.**

**3-Losses or damage arising from flaws of construction, project, quality of the land or other features of the risk, which were or should have been known previously to the Insurance Policyholder or Insured Person, as well as damage to the insured assets due to continuous action of erosion and water action, unless it is proved that the damage is entirely unrelated to these phenomena.**

**4-Damage to outdoor walls and fencing unless covered by the present Policy.**

**5-Losses and damage as a consequence of any of the risks covered by this Special Condition, provided that they take place during the occurrence of earthquakes or during 72 hours following the last manifestation of this seismic activity.**

**6-Losses or damage to the insured assets if, at the time of the occurrence of the event, the building was already damaged, collapsed or displaced from its foundations, walls, ceilings, rainwater pipes or roofing.**



### AESTHETIC DAMAGE

Damage caused by drawings, designs, painting, fixtures and inscriptions of any nature, on outdoor walls or the external structural walls of the insured building.

### VANDALISM AND MALICIOUS ACTS

The following are excluded from the present coverage:

- a) Theft or robbery, directly or indirectly related to the risks covered by this guarantee.
- b) Total or partial stoppage of work or termination of any labour-related process in course, market delay or loss, or any other indirect losses or similar consequences.
- c) Vandalism and Malicious Acts which are simultaneously of Acts of Sabotage and Terrorism, as defined in the Portuguese criminal law in force.

### SWIMMING POOL THIRD PARTY LIABILITY

The following damage is not covered by the present contract:

- a) caused as a consequence of modification or repair work on the insured swimming pool;
- b) caused by contamination, lack of cleaning or adequate treatment of the water;
- c) incurred by the Insured Person or his/her family;
- d) incurred by persons performing any activity that is or can be remunerated at the residence of the Insurance Policyholder or Insured Person.

### OUTDOOR WALLS AND GATES

The following are excluded from the present coverage:

- a) damage due to the bursting or faulty operation of the irrigation system, respective accessories and control elements;
- b) damage due to lack of maintenance or conservation, as well as derived from evident normal deterioration or wear due to continuous use;
- c) damage caused by or to the insured assets which are based on foundations whose construction does not comply with the technical rules or good rules of engineering, according to the characteristics of the land and type of construction or assets involved.

### ACCIDENTAL DAMAGE

The following are excluded from this coverage:

- a) damage caused by a person who is not the Insurance Policyholder or Insured Person or any other member of his/her family who cohabits the insured residence;
- b) damage to animals;
- c) damage to vehicles with or without an engine;
- d) damage caused by pets, moths, insects or vermin;
- e) damage derived from use, wear and deterioration on a gradual basis;
- f) damage as a result of flaws in regulation devices and their consequences;
- g) damage due to repair of breakdowns and spontaneous combustion;
- h) damage derived from washing, cleaning or dyeing processes;
- i) damage caused to eye glasses, contact lenses, prostheses and orthoses, sound and image appliances, information technology, telecommunications and similar equipment, porcelain and crystal objects;
- j) damage to clothing including fur;
- k) damage caused to documents in physical or electronic format;
- l) damage to foodstuffs;
- m) damage to sports equipment during its use or handling;
- n) damage to money or minted values.

## Clause 34 - Sum insured of the optional coverage

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1-The determination of the sum insured capital is always the responsibility of the Insurance Policyholder, taking into account the provisions in the following numbers:

### **2- BUILDING INSURANCE**

The rules presented in Clause 18 of these General Conditions are applicable in the determination of the value of the sum insured for buildings.

Building is defined as: the Buildings as well as all the associated movable components, attached to the building in a permanent manner, such as: windows, frames, bathroom fixtures, cupboards and wardrobes, embedded items, the electrical system of the Building, fixed installations for water, gas, electricity, heating, air conditioning and communications, image receiving antennas and thermal solar panels.

Energy microgeneration systems (including auxiliary equipment), belonging to the buildings, are also covered provided that they are properly described and valued in the contract under a specific sum, without prejudice to the indemnities, in the case of an incident, being calculated in accordance with the provisions for this type of asset in these General Conditions.

The value of the sum insured for microgeneration systems should correspond to the cost of replacement of the assets at their value as new with similar features and yield, minus the depreciation inherent to their age, condition and obsolescence, unless agreed otherwise.

### **3-INSURANCE OF COMMON CONTENTS**

The sum insured should correspond, both on the date of signing the contract and throughout the enforcement of the contract, to the cost of replacement of the assets, object of the contract, at its value as new.

Common Contents is defined as all the movable assets belonging to the Insured Person composing a residence, namely furniture, household electrical appliances (which can be inset or built-in or not) and other equipment of domestic or personal use not considered Special Objects, tableware, table services, clothing and other similar items, decorations, stereophonic material, video and digital appliances.

### **4-IMPROVEMENTS**

The sum insured should include, both on the date of signing the contract and throughout the enforcement of the contract, the improvements made to the building aimed at deriving benefit from their fruition.

### **5-SPECIAL OBJECTS**

The Special Objects referred to below should also be described separately and valued:

- a)Gold, silver, jewels and other objects of previous metal;
- b)Collections of coins or medals of previous metal;
- c)Paintings and artistic work, antique porcelain and antiquities;
- d)Collections of stamps, numismatic values or of any other type, in non-precious metal;

**e) Other movable assets of unit value above €1,000.00 provided that they are identified and valued in the insurance contract.**

**If the Insurance Policyholder does not detail the Special Objects, their total amount shall be limited, in the case of an incident, to 20% of the total value of the household contents, up to the maximum of €7,500.00 and €1,000.00 per object.**

#### Clause 35 - Updating of the sum insured

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By agreement expressed in the Particular Conditions, an annual updating of the sum insured may be assured, indexed or agreed under the terms of the contracted Special Condition.

#### Clause 36 - Intervention of the Insurer

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1- The Insurer is entitled to order the removals deemed convenient, undertake the surveillance of the location of the incident or salvaged items, as well as promote their improvement or sale on behalf of their owner and at the best price.

2- The Insured Person cannot evade its obligations even if the Insurer shows the intention of acting or acts in conformity with the entitlements established in the previous number.

#### Clause 37 - Payment of indemnity to Creditors

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1- When the indemnity is paid to mortgage or pledge holders or others in favour of whom the insurance has been taken out, the Insurer may require, if it so deems, even if the contract has been made to their own benefit, that the payment should be made under terms that validly permit the discharge or exoneration of the debt in the part relative to the indemnified value.

2- The entitlement referred to in the previous number does not constitute an obligation for the Insurer, nor does it imply any responsibility for the Insurer.

#### Clause 38 - Insurance of assets under usufruct

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1- Unless stipulated otherwise explicitly in the Policy, the insurance of assets blocked under usufruct arrangements is considered to be made in common benefit of the building owner and usufructuary, even if contracted separately by each, where it is understood that, during the entire period of its enforcement, both interested parties shall contribute to the payment of the premium.

2- In the case of an incident, the indemnity shall be paid through a jointly signed receipt.

#### Clause 39 - Subrogation

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1- Once the indemnity is paid, the Insurer is subrogated, up to the concurrence of the indemnified amount, relative to all the Insured Person's rights against third parties responsible for the losses, with the Insured Person undertaking to carry out whatever is necessary to exercise these rights.

2- The Insured Person shall be accountable for losses and damage due to any voluntary act or omission which might prevent or hinder the exercise of these rights.

## SPECIAL CONDITIONS

### SPECIAL CONDITION 100

#### HORIZONTAL PROPERTY

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The sum insured includes the proportional value of the common areas of the building corresponding to the insured division or divisions.

### SPECIAL CONDITION 101

#### CAPITAL INDEXED UPDATING

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**1- Without prejudice to the provisions in Clause 19 of these General Conditions, it is explicitly agreed that the sum insured by the present contract relative to the building identified in the Particular Conditions, is automatically updated, upon each annual maturity, in accordance with the variations of the index published quarterly by the Autoridade de Supervisão de Seguros e Fundos de Pensões under the terms of number 1, of article 135 of the Legal System for Insurance Contracts, approved by Decree-Law 72/2008, of 16 April.**

2- The updated sum insured, which shall feature on the premium receipt, shall correspond to the multiplication of the sum insured presented in the Particular Conditions by the factor derived from the division of the maturity index by the base index.

3- The premium shall correspond to the updated capital under the terms of the previous number. 4 - For the purposes of this Special Condition, the following definitions are applicable:

a) Base index is the index which corresponds to the starting date of the Policy or subscription date of the present guarantee;

b) Maturity index is the index corresponding to the starting date of each annuity, under the terms of number 6.

5- The base index is indicated in the Particular Conditions of the contract, and the maturity index is mentioned in the premium receipt or in an additional document issued for the purpose.

6- The indices referred to in number 4 shall be applied to each contract in conformity with the following table:

Start and annual maturity of the Policy	Building Index published by the ASF
1st Quarter of each year	October of the previous year
2nd Quarter of each year	January of the same year
3rd Quarter of each year	April of the same year
4th Quarter of each year	July of the same year

7-If, at the request of the Insurance Policyholder, there is an increase in capital, whether due to the revaluation of the insured assets, improvement works and benefits, or as a result of the inclusion of assets, the base index indicated in the contract shall be replaced by the index corresponding to the quarter when this alteration occurred, in accordance with the table referred to in the previous number.

8-All the values established in the Policy, except those relative to deductible items, are considered to be updated, in conformity with the provisions in numbers 1 and 2.

9-The provisions stipulated in this Special Condition do not exempt the Insurance Policyholder from making appropriate reviews of the sum insured, whether by revaluation of the insured assets, improvement works and benefits, or by inclusion of new assets.

**10-In the case of an incident, the proportional rule established in Clause 19 of the General Conditions of the Policy will not be applied if the sum insured is 85% or above of the cost of reconstruction of the insured assets.**

**11-The Insurance Policyholder may waive the indexation established in this Special Condition provided that this is communicated to the Insurer, at least 30 days before the annual maturity of the Policy.**

#### CAPITAL AGREED UPDATING

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**1-Without prejudice to the provisions in Clause 19 of the present General Conditions and legal provisions relative to the determination of the sum insured and indemnity, it is explicitly agreed that the sum insured by the present Policy, featured in the Particular Conditions, shall be automatically updated, upon the annual maturity, by the application of the percentage indicated for this purpose in the Particular Conditions.**

**2-The updated capital shall feature on the corresponding premium receipt, relative to the following annuity or to the agreed non-annual contractual period.**

**3-The provisions stipulated in this Special Condition do not exempt the Insurance Policyholder from making appropriate reviews of the sum insured, whether by revaluation of the insured assets, improvement works and benefits, or by inclusion of new assets.**

**4- In the case of an incident, the proportional rule established in Clause 19 of the General Conditions of the Policy will not be applied if the sum insured is 85% or above of the cost of reconstruction of the insured assets.**

**5- The Insurance Policyholder may waive the updating established in this Special Condition provided that this is communicated to the Insurer, at least 30 days before the annual maturity of the Policy.**

## SPECIAL CONDITION 103

### SEISMIC PHENOMENA

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#### 1- SCOPE

a) Under the terms of this Special Condition, the present contract covers, with the limits presented in the Particular Conditions, damage caused to the insured assets as a consequence of the direct action of earth tremors, earthquakes, volcanic eruptions, tsunami and underground fire as well as fire arising from these phenomena.

b) Phenomena occurred within a period of 72 hours after confirmation of the first losses occurred in the insured objects shall be considered a single incident.

#### 2- EXCLUSIONS

The following are excluded from this coverage:

a) Damage which already existed at the date of the incident;

b) Damage occurred to buildings or constructions of recognised fragility, such as wood or plastic boards, as well as when the construction materials considered resilient are not predominant by at least 50%, and all objects located inside the constructions indicated above;

c) Totally or partially derelict buildings intended for demolition;

d) Losses or damage to the insured assets if, at the time of the occurrence of the event, the building was already damaged, defective, collapsed or displaced from its foundations, in a manner affecting its stability and overall safety.

#### 3 - DEDUCTIBLE

It is hereby established that, upon every claimed incident, the deductible stated in the Particular Conditions shall always be deducted from the indemnity payable by the Insurer.

## SPECIAL CONDITION 105

### ELECTRICAL RISKS

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#### 1- SCOPE

a) Under the terms of this Special Condition, the present contract covers, with the limits established in the Particular Conditions, compensation for damage caused to any electric machinery, transformers, electrical installations and their accessories, namely overvoltage and overcurrent, including damage produced by atmospheric electricity, short circuit, even when this does not give rise to fire.

b) The amount to be indemnified under this guarantee shall not exceed the value established in the Particular Conditions.

#### 2- EXCLUSIONS

The following damage is excluded from the present coverage:

a) caused to fuses, heating resistors, lamps of any nature and cathode ray tubes of electronic components;

b) due to wear as a result of use or any mechanical operating flaw;

c) which is covered by supplier, manufacturer or installer warranties;

d) caused to switchboards and transformers of over 500 KVA and engines of over 10 H.P.

### 3 - DEDUCTIBLE

It is hereby established that, upon every claimed incident, the deductible stated in the Particular Conditions shall always be deducted from the indemnity payable by the Insurer.

## SPECIAL CONDITION 108

### DAMAGE TO GARDENS AND PLANTATIONS

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#### 1 - SCOPE

a) Under the terms of this Special Condition, the present contract covers, with the limits presented in the Particular Conditions, the reconstitution of damage caused to gardens and plantations belonging to the insured building as a consequence of the following risks established in these General Conditions:

- Fire, Lightning and Explosion;
- Storms;
- Flooding;
- Crash or Collision of Land Vehicles.

b) The indemnity shall correspond to the expenses incurred with the restoration of the damaged gardens and plantations, to conditions identical to those immediately preceding the occurrence of the incident;

c) The indemnity shall be paid against submission of documents confirming the expenses that have been made;

#### 2 - EXCLUSIONS

In addition to the exclusions presented in Clause 33 of the General Conditions, this coverage also excludes damage derived from lack of conservation or maintenance of the insured assets and damage caused to irrigation and other equivalent systems.

### 3 - DEDUCTIBLE

It is hereby established that, upon every claimed incident, the deductible stipulated in the Particular Conditions shall always be deducted from the indemnity payable by the Insurer.

## SPECIAL CONDITION 112

### LOSS OF RENTS

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#### 1 - SCOPE

a) Covers, with the limits presented in the Particular Conditions, the payment to the Insurance Policyholder or Insured Person, in his/her capacity as landlord/lady, the monthly value of the rents that the insured building no longer provides due to not being able to be occupied, totally or partially, as a result of the occurrence of an incident covered by this Policy;

b) This coverage is considered valid for the period deemed necessary to implement the works to restore the insured building to its condition before the incident, up to the maximum of 12 months, and cannot, under any circumstances whatsoever, exceed the previously stipulated value.

#### 2 - EXCLUSIONS

The exclusions presented in Clause 33 of the General Conditions of the Policy are applicable.



## VEHICLES IN GARAGE

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### 1- SCOPE

Under the terms of this Special Condition, the present contract covers, with the limits presented in the Particular Conditions, damage incurred to the insured vehicles which are located in garages of the insured building, as a consequence of the following risks covered by the Policy:

- Fire, Lightning and Explosion;
- Storms;
- Flooding;
- Theft or Robbery.

b) The guarantee covers, provided that the building is insured, motor vehicles, motorbikes, motorcycles and non-motorised bicycles, when kept in a garage, belonging or attached to the insured building or which contains the insured division, provided that the garage is constructed in non-combustible materials with a door and lock system.

c) The insured vehicles should be described at their market value.

### 2- EXCLUSIONS

In addition to the exclusions presented in Clause 33 of the General Conditions, the following are also excluded from this coverage:

- a) Theft or robbery of parts and accessories of the insured vehicles;
- b) Theft or robbery when occurred during periods of vacancy above eight days.

### 3- INCIDENT CLAIMS

a) The indemnity of damage occurred to the insured vehicles shall be calculated in the proportion of the difference between the market value and the insured value, if the insured value is less than the market value;

b) In the event of total loss as a result of the incident, the value of the salvaged assets shall be divided between the parties in the same proportion;

c) The aforesaid indemnity cannot exceed the market value of the insured vehicles on the date of the incident, even if this is lower than that declared in the Policy.

### 4- DEDUCTIBLE

It is hereby established that, for every incident claim, the deductible stipulated in the Particular Conditions shall always be deducted from the indemnity payable by the Insurer.

## SPECIAL CONDITION 114

### HOME ASSISTANCE

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#### Clause 1 - Definitions

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##### 1 - INSURED PERSON

**The Insured Person and any of the persons who are part of his/her household.**

##### 2- PLACE OF RISK

The place whose contents are insured, named in the Particular Conditions of the Policy.

##### 3- ASSISTANCE SERVICES

Entity which organises and provides, with the necessary swiftness and efficacy, the guarantees granted by this Policy whether of monetary nature or the provision of services.

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#### 4-ACCIDENT

A fortuitous, sudden and unpredictable event, due to an external cause, violent and beyond the wishes of the Insured Person and which gives rise to clinically and objectively confirmed bodily injury;

#### Clause 2 - Scope

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**The Insurer guarantees the Assistance under the terms and conditions defined below and up to the limits established in the Particular Conditions of this Special Condition.**

#### Clause 3 - Guarantees

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##### 1 - Personal Guarantees

**In the case of an accident occurred at the place of risk, involving any of the Insured Persons, the Insurer shall cover:**

**a) Transport of the Insured Person - Expenses related to transport by ambulance or other appropriate means, to the closest hospital that can provide the first aid and related to any transfer to the most indicated hospital for the clinical condition of the Insured Person, as well as his/her return to the residence indicated in the Policy;**

**b) Advance of hospital expenses - In the case of prolonged internment, advance of the amount requirement for payment of the hospital expenses, whenever internment occurs for a period above 5 days.**

**The Insured Person is obliged to demonstrate the effective expenses to the Insurer in order to enable the respective settlement of accounts.**

**c) Escort allowance in the case of internment of a minor - In the case of hospital internment of an Insured Person aged less than 14 years old, the Insurer shall contribute to the daily allowance of the escort;**

**d) Escort of the Insured Persons - In cases where the Insured Person, being temporarily disabled as a consequence of an incident, is in charge of minors under the age of 14 years old, disabled persons or persons over the age of 70 years who are part of his/her household, and is unable to take charge of their surveillance and safekeeping, or when the Insured Person is temporarily disabled as a consequence of an incident and lives alone, he/she shall be entitled to the following options:**

**i) Sending of a housekeeper - The sending of a competent person who shall take charge of the safekeeping and surveillance of the Insured Persons remaining at the place of risk;**

**ii) Transport to the residence of other family members - Cost of travel by the most suitable means of collective transport to the residence of other family members who can care for the Insured Persons up to a limit of a distance of 500 Km from the place of risk indicated in the Policy;**

**iii) Care of pets - The care of pets which depend exclusively on the Insured Person affected by the accident, provided that a specific establishment for the purpose exists within a radius of 100 Km from the place of risk indicated in the Policy.**

- iv) **Sending of a professional nurse** - The sending of a professional nurse to the place of risk, in the case where, while not requiring hospital internment, the Insured Person must, by medical prescription, remain in bed and needs care ministered by this professional, whose cost shall be paid, in conformity with the Particular Conditions of this Special Condition, supplementary to that foreseen in number 20 of Clause 32 of the General Conditions of the Policy. Prescribed medication shall also be assured, at any time of the day or night, with their cost being paid by the Insured Person who may be reimbursed by the Insurer, pursuant to number 20 of Clause 32 of the General Conditions of the Policy.
- v) **Death** - In cases where the Insured Person dies as a consequence of an incident, the Insurer shall deal with the indispensable formalities for the funeral.

## 2 - Guarantees for the Home

In the case of an incident covered by the Policy, which affects the place of risk or insured assets, the Insurer shall cover the following up to the limits established in the Particular Conditions:

- a) **Sending of competent technicians** - The sending of competent professionals to the place of risk, paying for the respective home visit, in order to repair or contain the damage until the intervention of the liquidation expert;
- b) **Surveillance of the place of risk** - Surveillance and safekeeping of the place of risk, if easily accessible from the outside.
- c) **Advance of funds** - Advance of the necessary amount for the acquisition of items manifestly considered basic needs. The Insured Person is obliged to demonstrate the expenses that have been made to the Insurer, in order to carry out the subsequent settlement of accounts when regularising the claim.
- d) **Meals expenses** - Contribution to the cost of meals as a consequence of destruction of the kitchen due to an incident;  
In the case of manifest need, the Insurer shall provide for the delivery of meals, intended for the Insured Persons at the place of risk;
- e) **Laundry expenses** - Contribution to laundry costs due to destruction of the washing machine, as a consequence of an incident;
- f) **TV and Video Appliances** - Temporary replacement of the TV and Video appliances, damaged by an incident.

## Clause 4 - Other Guarantees

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The Insurer shall also guarantee Assistance in the following situations:

### 1 - INTERRUPTION OF A JOURNEY

If any of the Insured Persons are travelling, the insurer shall pay the cost of transport by the most suitable means of collective transport, aimed at assuring their journey to the place of risk and return, where applicable, provided that this is justified and, if another this journey to and from cannot be made by the means used initially.

An interruption of a journey is considered justified in the case of the sudden or unpredictable death or hospital internment of any person of the household or parents, children, brothers or sisters, and in the event of an accident rendering the place of risk uninhabitable. If the Insured Person is entitled to reimbursement of the unused transport ticket, due to making use of this coverage, the reimbursed amount shall revert to the Insurer.

#### 2- TRANSMISSION OF URGENT MESSAGES

The Insurer undertakes to assure the transmission of urgent messages of the Insured Persons for reasons related to his/her residence or household.

#### 3-LOSS, ROBBERY OR FORGETTING OF KEYS

The Insurer shall promote the resolution by the most suitable means, assuring access to the place of risk, in situations of the occurrence of forgetting, loss, theft or robbery of keys of the place of risk, paying for the inherent costs.

#### 4- SENDING OF QUALIFIED PROFESSIONALS

The Insurer shall promote, at the request of the Insured Person, the home visit, paying their respective cost, of the following professionals:

- Plumbers;
- Carpenters;
- Electricians;
- Electrical engineering technicians;
- Plasterers;
- Gardeners;
- Mason brick-layers;
- Painters;
- Ironwork fitters;
- TV and Video technicians;
- Glaziers.

#### 5- CONTACT WITH PROFESSIONALS

The Insurer shall promote contact with the professionals described below, when requested by the Insured Person, where the corresponding expenses related to home visit, material used and service provided, and its quality, are not, under any circumstances whatsoever covered:

- Doctors, nurses, ambulance and fire-fighting services;
- Lawyers;
- Taxi and Letter A Service;
- Cleaning teams;
- Hotel (respective reservations).

#### 6- NIGHT DELIVERY OF MEDICATION

The Insurer assures the delivery of medication of immediate need, prescribed by the doctor, at the residence considered in the Policy, from 19h00 to 09h00, where their acquisition cost is always payable by the Insured Person.

#### 7- COUNSELLING OF THE INSURED PERSON

Whenever requested by the Insured Person, the Insurer shall provide practical information about the coverage of this contract.

#### 8- BABYSITTING SERVICES

The Insurer shall promote, at the request of the Insured Person, the home visit of babysitters to the place of risk, where the corresponding expenses related to travel and service provided, and its quality, are not covered.

#### 9- IRONING SERVICES

The Insurer shall promote, at the request of the Insured Person, contact with ironing professionals, where the corresponding expenses related to travel, material used and service provided, and its quality, are not covered.

#### 10- CLEANING SERVICES

The Insurer shall promote, at the request of the Insured Person, contact with cleaning professionals, where the corresponding expenses related to travel, material used and service provided, and its quality, are not covered.

#### 11- SECURITY PRODUCTS FOR THE HOME

The Insurer shall promote, at the request of the Insured Person, contact with companies supplying security materials and equipment, for their acquisition.

#### 12- BUILDING INSPECTION AND VALUATION SERVICES

The Insurer shall promote, at the request of the Insured Person, contact with property survey, inspection and valuation professionals, and shall not be accountable for the payment of the services provided or their quality.

#### Clause 5 - Exclusions

In addition to the exclusions established in the General Conditions of the Policy, Professional Third party liability for any of the professionals contracted under this coverage is also excluded.

#### Clause 6 - Supplementary Coverage

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The guarantees consigned in this Special Condition are supplementary, under the legally established terms, to other insurance contracts covering the same risks, or Social Security or any other arrangement of prevention in which the Insured Persons are beneficiaries, when applicable. Accordingly, the Insured Persons are duty bound to promote all the necessary measures to obtain the respective benefits.

#### Clause 7 - Request for Assistance

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In the case of an incident, the Insured Person or any of the other Insured Persons should immediately, at the latest within the period of 8 days, preferably by telephone, report its occurrence, mentioning the type of required assistance, the identification of the Insured Persons, Policy number and contact telephone number.

## Clause 8 - Miscellaneous Provisions

The Insurer shall not be held accountable for delays or breaches due to motives of force majeure or constraints of administrative or political nature of the country where it is necessary to activate the guarantees established in numbers 1 and 2 of Clause 4, provided that the Insurer is unable to directly provide the guaranteed assistance. In this case, the Insured Persons shall be reimbursed for the expenses which have been made and are covered by this Special Condition, against confirming documents, provided that the respective payment is requested within the period of one year counted from the date of the event which gave rise to these expenses.

The guarantees of clinical nature and medical transport can only be activated by prior agreement between the doctor attending the Insured Person and the clinical services of the Insurer.

Services provided that have not been requested from the Insurer or that have been rendered without the Insurer's agreement shall only be covered in the case of force majeure or demonstrated material impossibility.

### **SPECIAL CONDITION 115**

#### VARIABLE PREMIUM CONTRACTS AND CONTRACTS HELD WITH OPEN POLICIES

1- In variable premium contracts and contracts held with open policies, the premiums and subsequent instalments are payable on the date of issue of the respective receipt.

2- During the contract enforcement period, the Insurer must inform the Insurance Policyholder, in writing, of the amount payable, the form and place of payment at least 30 days before the due date of the premium or its instalment.

3- Under the terms of the law, non-payment of the premium or instalment referred to in the previous number, on the due date, determines the automatic cancellation of the contract as of the date of its conclusion.

4- The cancellation does not exonerate the Insurance Policyholder of the obligation to ensure the payment of the outstanding premiums or instalments in debt corresponding to the period of time when the contract was in force, and obliges the Insurance Policyholder to indemnify the Insurer for the amount established for this purpose in the Particular Conditions, as a penalty, with everything increased by the respective late payment interest, which is incident on the established penalty counted from the date that the Insurance Policyholder was requested to pay the indemnity.

5- The penalty established in the previous number can never exceed 50% of the difference between the premium payable for the initially contracted period of time and any instalments that may already have been paid.

## SPECIAL CONDITION

### EXTENSION OF HOUSEHOLD ELECTRICAL APPLIANCE WARRANTY

#### Clause 1 - Definitions

##### **1 - INSURED PERSONS**

The person identified in the Particular Conditions to whom the guarantees of the present Special Condition are provided.

##### **2 - INSURED RESIDENCE**

The building or division situated in Portugal and intended for the residence of the Insured Person identified as the place of risk in the Particular Conditions of the Policy.

#### Clause 2 - Object

**1-Under the terms established in the present Special Condition, the Insurer, through its Assistance Service, covers the cost of the necessary repair to restore the normal operation of the household electrical appliances covered by the scope of this guarantee, or their reimbursement if their repair is not possible, in situations of their internal mechanical or electrical breakdown, if this occurs within 24 and 60 months of life of the household electrical appliance, counted from the date of its purchase as new, as well as the transport of the faulty household electrical appliance and provision, during the period of repair, of a television or cooling appliance to replace the faulty one.**

**2-The present coverage can only be activated after the end of the legal warranty of the household electrical appliance or any contractual guarantee of the seller, distributor or manufacturer of the item.**

**3-The present coverage includes household electrical appliances owned by the Insured Person, purchased new in Portugal which are in domestic use at the Insured Residence and are part of the list of eligible household electrical appliances featured in the Clause 4 of the present Special Condition.**

#### Clause 3 - Time and Territorial Scope

**1- Without prejudice to the compulsory payment of the premium, the guarantees of the present Special Condition start after the period of 90 days has elapsed, counted from the date of entry into force of the Policy established for the effect in the Particular Conditions.**

**2-The present guarantee is no longer effective in the following situations:**

- a)with the termination of the contract certified by the Policy, of which the present coverage is an integral part;**
- b)with the non-payment of the insurance premium;**
- c) relative to each household electrical appliance, at the time when the period of life of 60 months is reached, counted from the date of purchase in new condition;**
- d)with the sale of the household electrical appliance;**
- e)from the moment that the household electrical appliance is no longer in used at the Residence insured by the present contract.**

**f)**

**3-The guarantees of the present coverage are valid all over the entire national territory except in the Autonomous Region of the Azores, where they can only be activated on the island of São Miguel, and in the Autonomous Region of Madeira they can only be activated on the island of Madeira.**

#### Clause 4 - Eligible Household Electrical Appliances

The present guarantee covers household electrical appliances which meet the conditions established in number 1 of Clause 2 and are included in the following list:

TV and Video: Television set (cathode, LCD, LED or plasma) combined television set (video, DVD), overhead projector, sound appliance, home cinema, DVD, Blue Ray and video.

Burning devices: Plates and hobs (gas, electric, mixed, glass-cement, induction), ovens (pyrolytic or catalytic), microwave ovens (combined or not), kitchen exhausters (or of any type) and stoves (gas, electric, mixed, glass-ceramic, induction).

Washing devices: Clothes washing machines (including washer-drier), drying machines and dish washing machines. Cooling devices: Refrigerators (with or without freezer), American refrigerators, freezers and wine cellars.

#### Clause 5 - Guarantees

**The Insurer, through its Assistance Service, guarantees, without prejudice to the exclusions and limits established in the present Special Condition and in the General and Particular Conditions of the Policy, the following benefits relative to the eligible household electrical appliances listed in the previous article:**

**a)Repair of household electrical appliances**

**i)the Insurer, through its Assistance Service, shall organise and pay the repair costs, including home visit of the technician, labour and, if necessary replacement parts, in the case of electrical, electronic or mechanical breakdown of household electrical appliances, carried out by a technician of the agreed network of authorised technicians of the Insurer's Assistance Service;**

**ii) whenever possible, the repair shall be carried out at the Insured residence; in situations where this is not possible, the repair shall be carried out at a repair centre belonging to the agreed network of authorised technicians of the Insurer's Assistance Service;**

**b)Transport of the household electrical appliance**

**i) in situations where it is not possible to repair the household electric appliance at the Insured residence, the Insurer, through its Assistance Service, shall be accountable for the transport of the equipment up to the technical centre designated by the Insurer, undertaking to pay the respective transport costs;**

**ii)if the transport is organised by the Insured Person, then the Insured Person shall be accountable for the respective costs and exclusively responsible for the risks inherent to the actual transport, where the household electrical appliances must be delivered to one of the technical centres belonging to the agreed network of authorised technicians of the Insurer's Assistance Service;**



**c) Reimbursement of the value of the household electrical appliance**

When the value of the household electrical appliance at the time of the incident, minus the wear occurred by its specific use under the terms of the present article, is less than the cost of repair or when the household electrical appliance is not repairable, the Insured Person shall be paid an indemnity, calculated as follows:

- i) the value of the wear occurred by its specific use shall be deducted from the purchase value of the appliance;**
- ii) the wear that has occurred shall correspond to a value of 1% per month of the purchase price as new, discounted and calculated between the purchase date and the day when the incident is reported.**

**d) Provision of a "Television Set" or "Cooling" appliance;**

- i) if the breakdown covered by the present Special Condition affects a television set or cooling device and implies a repair with duration above eight days, the Insurer, at the request of the Insured Person, shall place a similar appliance at the disposal of the Insured Person;**
- ii) the appliance shall be provided during the period of the repair of household electrical appliance, up to the maximum of 30 consecutive days, terminating immediately when the appliance being repair is returned or if its value is reimbursed.**

**Clause 6 - Exclusions**

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In addition to the exclusions mentioned in the General Conditions of the Policy, the following situations are also excluded from the scope of the present Special Condition:

- a) requests for assistance that have not been ordered or previously authorised by the Insurer's Assistance Service;**
- b) interventions to household electrical appliances which are not for strictly domestic purposes, namely those used for industrial, professional or commercial purposes;**
- c) breakdowns arising from disrespect of the manufacturer's indications defined in the user manual handed over by the seller at the time of the purchase;**
- d) household electrical appliances whose document confirming purchase cannot be presented at each intervention or when this document is illegible;**
- e) breakdowns arising from a previous repair, not carried out under this coverage;**
- f) damage derived from negligent or deliberately fraudulent action by the Insured Person or a third party, and damage derived from a contractual or extracontractual liability of the seller, distributor or manufacturer of the appliance;**
- g) damage caused by an element external to the appliance such as lightning, collision, fall, ice, fire, explosion, flooding, variations of pressure, humidity or excessive heat;**
- h) breakdowns derived from corrosion, use or gradual deterioration of the appliance and its components due to its wear or use as well as damage occurred to the exterior parts of the appliance, such as enamel, varnish, lacquer or paint.**
- i) damage or losses to adjacent structures or other equipment caused by the breakdown or faulty operation of the appliance;**
- j) verification, cleaning, fine-tuning and testing that is not conducted following a covered breakdown;**
- k) accessories and peripherals, such as antennas, cables, earphones, loudspeaker membranes, rubber, glass or plastic parts, dish washing machine drums, oven accessories, stove grates, remote control devices;**



- l) consumable elements, such as batteries, rechargeable batteries, fuses, lamps, door sealing gaskets, chains, discharge pipes, flexible items, sapphires, diamonds, cells or read/write, delete or pre-magnetised heads, laser units, optical units, battery chargers;
- m) the consequences of modifications, transformations or improvements made to the appliance;
- n) appliances whose number or reference has been removed or modified.

#### Clause 7 - Request for Assistance

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In the case of an incident, the Insured Person or person appointed by the Insured Person must always, before any intervention, contact the Insurer's Assistance Service by telephone at number 21 034 79 31 and indicate:

- a) the full identification of the Insured Person and number of the respective policy;
- b) the address of the Insured Residence stipulated in the policy;
- c) the type of Assistance required;
- d) the contact telephone number of the Insured Person.

### SPECIAL CONDITION

#### SENIOR ASSISTANCE

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#### Clause 1 - Definitions

---

**INSURED PERSON** - The person identified in the Particular Conditions to whom the guarantees of the present Special Condition are provided.

**INSURED RESIDENCE** - The building or division situated in Portugal and intended for the residence of the Insured Person identified as the place of risk in the Particular Conditions of the Policy

#### Clause 2 - Object

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Under the terms established in the present Special Condition, the Insurer, through its Assistance Service, guarantees the provision of technical services to the home, delivery of shopping, transport to medical appointments and documental and income tax return completion services, as described in Clause 4.

#### Clause 3 - Time and Territorial Scope

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1. Without prejudice to the compulsory payment of the premium, the guarantees of the present Special Condition start with the signing of the insurance contract.

2. The present guarantee is no longer effective in the following situations:

- a) with the termination of the contract certified by the Policy, of which the present coverage is an integral part;
- b) with the non-payment of the insurance premium.

3. The guarantees of the present coverage are valid all over the entire national territory except in the Autonomous Region of the Azores, where they can only be activated on the island of São Miguel, and in the Autonomous Region of Madeira they can only be activated on the island of Madeira.

#### Clause 4 - Guarantees

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The Insurer, through its Assistance Service, guarantees, without prejudice to the exclusions and limits established in the present Special Condition and in the General and Particular Conditions of the Policy, the following benefits:

- a) Pool of hours for technical support home visits
  - i) the Insurer, through its Assistance Service, shall organise and pay the costs related to home visits and labour for minor ironwork and electricity services at the Insured Residence. The cost of the material and parts shall be paid by the Insured Person.
  
- b) Shopping delivery
  - i) the Insurer, through its Assistance Service, shall organise and pay the delivery costs of food purchases, when requested previously. The cost of the purchased items shall be paid by the Insured Person.
  
- c) Transport to medical and appointments
  - i) the Insurer, through its Assistance Service, shall organise and pay the transport costs of the Insured Person to medical appointments or treatment, that have been previously scheduled, carried out within a radius of 50 km from the Insured Residence.
  
- d) Document and income tax return completion services
  - i) the Insurer, through its Assistance Service, shall provide a telephone service to assist with renewal of identification documents and completion of income tax returns.

#### Clause 5 - Exclusions

---

In addition to the exclusions mentioned in the General Conditions of the policy, the following situations are also excluded from the scope of the Special Condition:

- a) incidents arising from events occurred before the entry into force of the insurance;
- b) payments derived from services that have not been requested under the terms established in the present contract;
- c) provisions that have not been requested from the Insurer within the policy validity period or expenses that have not been made with the Insurer's prior agreement, except in cases of force majeure or demonstrated material impossibility;
- d) incidents derived from crimes and deliberately fraudulent acts by the Insured Person or third party;
- e) incidents as a consequence of action or omission of the Insured Person or third party under the effect of alcoholic beverage causing a blood-alcohol level equal to or above that permitted by Law or use of narcotic drugs outside medical prescribed or when unable to control his/her acts;

- f) provisions which involve the payment of fines or other penalties and payments derived from gaming and betting;
- g) natural disasters, acts of war, terrorism, strikes, riots, disturbances to public order as well as the use and transport of radioactive materials.

#### Claim 6 - Claim procedures

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In the case of an incident, the Insured Person or person appointed by the Insured Person must always, before any intervention, contact the Insurer's Assistance Service by telephone at number 21 034 79 31 and indicate:

- a) the full identification of the Insured Person and number of the respective policy;
- b) the address of the Insured Residence stipulated in the policy;
- c) the type of Assistance required;
- d) the contact telephone number of the Insured Person.

#### **SPECIAL CONDITION**

#### INFORMATION TECHNOLOGY ASSISTANCE

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#### Clause 1 - Definitions

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**Insured Person** - The person identified in the Particular Conditions to whom the guarantees of the present Special Condition are provided.

**Insured residence** - The building or division situated in Portugal and intended for the residence of the Insured Person identified as the place of risk in the Particular Conditions of the Policy.

#### Clause 2 - Object

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1. Under the terms of the present Special Condition, the Insurer, through its Assistance Service, guarantees the costs relative to telephone assistance, sending of a technician for a home visit or repairs required to restore the normal operation of the information technology devices covered by this guarantee.

2. The coverage of the present Special Condition can only be activated after the end of the legal guarantee of the device or any contractual guarantee of the seller, distributor or manufacturer of the item.

3. The present coverage includes devices owned by the Insured Person, purchased new in Portugal and which are part of the list of eligible devices presented in Clause 4 of the present Special Condition.

### Clause 3 - Time and Territorial Scope

---

1. Without prejudice to the compulsory payment of the premium, the guarantees of the present Special Condition start with the signing of the insurance contract.
2. The present guarantee is no longer effective in the following situations:
  - a) with the termination of the contract certified by the Policy, of which the present coverage is an integral part;
  - b) with the non-payment of the insurance premium;
  - d) with the sale of the device;
3. The guarantees of the present coverage are valid all over the entire national territory except in the Autonomous Region of the Azores, where they can only be activated on the island of São Miguel, and in the Autonomous Region of Madeira they can only be activated on the island of Madeira.

### Clause 4 - Eligible Household Electrical Appliances

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The present guarantee covers household electrical appliances which meet the conditions established in number 1 of Clause 2 and are included in the following list:  
Fixed and portable personal computers, Tablets, Smartphones.

### Clause 5 - Guarantees

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The Insurer, through its Assistance Service, guarantees, without prejudice to the exclusions and limits established in the present Special Condition and in the General and Particular Conditions of the Policy, the following benefits relative to the eligible devices listed in the previous article:

- a) Help Desk Service;
  - i) the Insurer, through its Assistance Service, shall provide a telephone or online support service (remote access or chat) for the installation, configuration and download of software.
- b) Sending of a technician for home assistance
  - i) the Insurer shall pay the cost of a home visit carried out by an information technology technician to the Insured Residence. In situations where it is not possible to carry out the repair of the device at the Insured Residence, the Insurer, through its Assistance Service, shall be accountable for the transport of the equipment to the technical centre indicated by the Insurer, undertaking to pay for the corresponding transport costs;
  - ii) if the transport is organised by the Insured Person, then the Insured Person shall be accountable for the respective costs and exclusively responsible for the risks inherent to the actual transport, where the device must be delivered to one of the technical centres belonging to the agreed network of authorised technicians of the Insurer's Assistance Service.
- c) Repair of breakdowns
  - i) the Insurer, through its Assistance Service, shall pay for the costs to repair the device, including the costs relative to labour and the replacement of any parts which may be necessary, up to the limit established in the table attached herewith.

## Clause 6 - Exclusions

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In addition to the exclusions mentioned in the General Conditions of the policy, the following situations are also excluded from the scope of the Special Condition:

- a) incidents arising from events occurred before the entry into force of the insurance;
- b) peripheral equipment: keyboard, monitor, mouse, scanner, printer and data storage equipment;
- c) payments derived from services that have not been requested under the terms established in the present contract;
- d) provisions that have not been requested from the Insurer within the policy validity period or expenses that have not been made with the Insurer's prior agreement, except in cases of force majeure or demonstrated material impossibility;
- e) incidents derived from crimes and deliberately fraudulent acts by the Insured Person or third party;
- f) incidents as a consequence of action or omission of the Insured Person or third party under the effect of alcoholic beverage causing a blood-alcohol level equal to or above that permitted by Law or use of narcotic drugs outside medical prescribed or when unable to control his/her acts;
- h) payments involving fines or other penalties and payments derived from gaming or betting;
- i) natural disasters, acts of war, terrorism, strikes, riots, disturbances to public order as well as the use and transport of radioactive materials.

## Clause 7 - Claim procedures

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In the case of an incident, the Insured Person or person appointed by the Insured Person must always, before any intervention, contact the Insurer's Assistance Service by telephone at number 21 034 79 31 and indicate:

- a) the full identification of the Insured Person and number of the respective policy;
- b) the address of the Insured Residence stipulated in the policy;
- c) the type of Assistance required;
- d) the contact telephone number of the Insured Person.

## **SPECIAL CONDITION**

### **ELECTRIC ASSISTANCE**

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## Clause 1 - Definitions

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**INSURED PERSON** - The person identified in the Particular Conditions to whom the guarantees of the present Special Condition are provided.

**INSURED RESIDENCE** - The building or division situated in Portugal and intended for the residence of the Insured Person identified as the place of risk in the Particular Conditions of the Policy.

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## Clause 2 - Object

1. Under the terms established in the present Special Condition, the Insurer, through its Assistance Service, covers the cost of the necessary repair to restore the normal operation of the electricity distribution grid and its terminals such as plugs or switches. The repair of the breakdown includes the costs related to labour and parts.

## Clause 3 - Time and Territorial Scope

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1. Without prejudice to the compulsory payment of the premium, the guarantees of the present Special Condition start with the signing of the insurance contract.

2. The present guarantee is no longer effective in the following situations:

- a) with the termination of the contract certified by the Policy, of which the present coverage is an integral part;
- b) with the non-payment of the insurance premium.

3. The guarantees of the present coverage are valid all over the entire national territory except in the Autonomous Region of the Azores, where they can only be activated on the island of São Miguel, and in the Autonomous Region of Madeira they can only be activated on the island of Madeira.

## Clause 4 - Guarantees

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The Insurer, through its Assistance Service, guarantees, without prejudice to the exclusions and limits established in the present Special Condition and in the General and Particular Conditions of the Policy, the following benefits relative to the electrical installation of the Insured Residence:

Repair of breakdowns in the electrical grid:

The Insurer, through its Assistance Service, shall organise and pay the repair costs, including home visit of the technician, labour and, if necessary replacement parts, in the case of electrical, electronic or mechanical breakdown of the electricity distribution grid and its terminals at the Insured Residence, carried out by a technician of the agreed network of authorised repairers of the Insurer's Assistance Service.

## Clause 5 - Exclusions

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In addition to the exclusions mentioned in the General Conditions of the policy, the following situations are also excluded from the scope of the Special Condition:

- a) any request for assistance made before the entry into force of the policy;
- b) charges relative to breakdowns or flaws in existence before the entry into force of the policy;
- c) breakdowns in the power supply and distribution grid in common areas of the building;
- d) breakdowns of lighting devices;
- e) arising from disrespect of the constructor's indications defined in the user manual handed over by the seller at the time of the purchase;

- f) arising from a provisional repair made by an unauthorised technician and from any exacerbation of the initial damage which might derive thereof;
- g) derived from responsibilities of a third party which may be the manufacturer or other person, deemed liable for the damage or which arises from an accidental or intentional failing;
- h) caused by an element external to the appliance such as lightning, collision, fall, ice, fire, explosion, flooding, variations of pressure, humidity, excessive heat or other factors;
- i) losses or damage, perishable or not, of the appliance which may cause damage;
  
- j) costs related to parts, labour, travel and transport, and consequences relative to a non-covered event, or a breakdown not verified by an accredited technician employed by the Insurer's Assistance Service;
- k) verification, cleaning, fine-tuning and testing that is not conducted following a covered breakdown;
- l) as a consequences of modifications or improvements made by the constructor;
- m) that have not been requested from the Insurer, through the Assistance Services and that have not been made with the Insurer's agreement, except in cases of force majeure or demonstrated material impossibility;
  
- n) derived from deliberate fraud by the Insurance Policyholder or Insured Person, or following attempted or consummated suicide.

#### Claim 6 - Claim procedures

In the case of an incident, the Insured Person or person appointed by the Insured Person must always, before any intervention, contact the Insurer's Assistance Service by telephone at number 21 034 79 31 and indicate:

- a) the full identification of the Insured Person and number of the respective policy;
- b) the address of the Insured Residence stipulated in the policy;
- c) the type of Assistance required;
- d) the contact telephone number of the Insured Person.

#### **SPECIAL CONDITION**

##### DOMESTIC EMERGENCY

#### Clause 1 - Definitions

**INSURED PERSON** - The person identified in the Particular Conditions to whom the guarantees of the present Special Condition are provided.

**INSURED RESIDENCE** - The building or division situated in Portugal and intended for the residence of the Insured Person identified as the place of risk in the Particular Conditions of the Policy.

#### Clause 2 - Object

1. Under the terms established in the present Special Condition, the Insurer, through its Assistance Service, guarantees the cost of the necessary repair to restore the normal operation of the equipment and grids defined in Clause 4.

2. The present coverage can only be activated after the end of the legal guarantee of the constructor of the building or any contractual guarantee of the seller, distributor or producer of the item.
3. The present coverage includes the equipment owned by the Insured Person, purchased new in Portugal which are in domestic use at the Insured Residence and are part of the list of equipment featured in the Clause 4 of the present Special Condition.

### Clause 3 - Time and Territorial Scope

1. Without prejudice to the compulsory payment of the premium, the guarantees of the present Special Condition start with the signing of the insurance contract.
2. The present guarantee is no longer effective in the following situations:
  - a) with the termination of the contract certified by the Policy, of which the present coverage is an integral part;
  - b) with the non-payment of the insurance premium.
3. The guarantees of the present coverage are valid all over the entire national territory except in the Autonomous Region of the Azores, where they can only be activated on the island of São Miguel, and in the Autonomous Region of Madeira they can only be activated on the island of Madeira.

### Clause 4 - Eligible Equipment

The present guarantee covers the equipment and grids that meet the conditions established in number 1 of Clause 2 and are included in the following list:

- a) Exterior fixed elements of pipes;
- b) Toilets, wash basins, bidets, fixtures, taps, including shower and sinks;
- c) Piping system;
- d) Interior tubes and pipes, sewers and running water, collection pump connected permanently to the electrical grid;
- e) Gas or electricity powered water heaters and boilers

### Clause 5 - Guarantees

The Insurer, through its Assistance Service, guarantees, without prejudice to the exclusions and limits established in the present Special Condition and in the General and Particular Conditions of the Policy, the following benefits relative to the eligible equipment and grids listed in the previous article:

Repair of the equipment and grids:

The Insurer, through its Assistance Service, shall organise and pay the repair costs, including home visit of the technician, labour and, if necessary replacement parts, in the case of electrical, electronic or mechanical breakdown of the electricity distribution grid and its terminals at the Insured Residence, carried out by a technician of the agreed network of authorised repairers of the Insurer's Assistance Service, up to the limit established in the table attached herewith.



## Clause 6 - Exclusions

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In addition to the exclusions mentioned in the General Conditions of the policy, the following situations are also excluded from the scope of the Special Condition:

- a) any request for assistance made before the entry into force of the policy;
- b) the Insurer shall not be accountable for any charges relative to breakdowns and flaws in existence before the entry into force of the policy;
- c) arising from disrespect of the constructor's indications defined in the user manual handed over by the seller at the time of the purchase;
- d) arising from a provisional repair made by an unauthorised technician and from any exacerbation of the initial damage which might derive thereof;
- e) derived from responsibilities of a third party which may be the manufacturer or other person, deemed liable for the damage or which arises from an accidental or intentional failing;
- f) caused by an element external to the appliance such as lightning, collision, fall, ice, fire, explosion, flooding, variations of pressure, humidity, excessive heat or other factors;
- g) losses or damage, perishable or not, of the appliance which may cause damage;
- h) costs related to parts, labour, travel and transport, and consequences relative to a non-covered event, or a breakdown not verified by an accredited technician employed by the Insurer's Assistance Service;
- i) verification, cleaning, fine-tuning and testing that is not conducted following a covered breakdown;
- j) as a consequence of modifications or improvements made by the constructor;
- k) that have not been requested from the Insurer, through the Assistance Services and that have not been made with the Insurer's agreement, except in cases of force majeure or demonstrated material impossibility;
- l) derived from deliberate fraud by the Insured Person, or following attempted or consummated suicide;
- m) derived from an supervening event at the Insured place as a result of a state of alcoholic intoxication or drunkenness, or under the influence of narcotic drugs not prescribed by a doctor or due to the abusive use of medication;
- n) derived from acts of war, strikes, riots and disturbances to public order;
- o) by direct or indirect effect of explosion, release of heat and radiation, derived from nuclear fission or fusion, acceleration of particles or radioactivity;
- p) relative to the payment of fines or other penalties due to criminal or administrative offences;
- q) arising from the commitment of any deliberately fraudulent or seriously culpable acts or omissions by the Insurance Policyholder or Insured Person or by persons for whom the Insured Person is civilly liable;
- r) derived from any conduct of the Insured Person contrary to the law, namely participation in acts of sabotage, disturbances to public order or brawls;
- s) delays in repairs, when they are due to circumstances not imputable to the Insured Person, such as, for example lack of parts;
- t) repairs to equipment covered by this policy, with a guarantee of 60 days for labour and pursuant to the law in force for the used/replaced parts;
- u) assembly and dismantlement of modules and carpentry work, to access the covered equipment;
- v) alteration, modification, incorporation or elimination of any elements that are part of the equipment of the Insured Residence;

- w) the Insurer shall not pay charges relative to the material or labour involved in replacement of tiles or aesthetic damage.

Clause 7 - Claim procedures

In the case of an incident, the Insured Person or person appointed by the Insured Person must always, before any intervention, contact the Insurer's Assistance Service by telephone at number 21 034 79 31 and indicate:

- a) the full identification of the Insured Person and number of the respective policy;
- b) the address of the Insured Residence stipulated in the policy;
- c) the type of Assistance required;
- d) the contact telephone number of the Insured Person.

**SPECIAL CONDITION 114 HOME ASSISTANCE**

Guarantees	Maximum Limits per Incident Claim
<b>RELATIVE TO PERSONS</b>	
1 - Transport of Victim	No Limit
2 - Advance due to Prolonged Internment	
*Per Person	€ 150,00
*Maximum Amount	€ 400,00
3 - Escort Allowance	€ 150,00
4 - Escort of the Insured Person Sending of Housekeeper	
*Per Day	€ 25.00
*Maximum Amount	8 days
Transport to the home of family members	No Limit
5 - Care of Pets	8 Days
6 - Sending of a Professional Nurse	€ 75,00
7- Death	No Limit
<b>RELATIVE TO THE HOME</b>	
1- Sending of technicians	No Limit
2 - Surveillance of the Place of Risk	2 Days
3 - Advance of Funds	€ 400,00
4 - Meal Expenses	
* Per Person	€ 5,00
* Maximum Amount	8 Days

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5 - Laundry Expenses	
* Per Person	€ 25.00
* Maximum Amount	€100.00
4- Replacement of TV or Video	15 Days
<b>OTHER GUARANTEES</b>	
1 - Interruption of a Journey	No Limit
2 - Transmission of Urgent Messages	No Limit 3
3 - Loss of Keys	Once per Year
4 - Sending of Professionals	No Limit
5 - Contact with Professionals	No Limit
6- Night Delivery of Medication	No Limit
7- Counselling of the Insured Person	No Limit
8 - Babysitting Services (does not include expenses related to travel and the service provided)	No Limit
9 - Laundry Services (does not include expenses related to travel, material used and the service provided)	No Limit
10 - Cleaning Services	No Limit
11- Security Products for the Home	No Limit
12- Property Inspection and Valuation Services (does not include cost of the service provided)	No Limit

**Particular Conditions**
**SPECIAL CONDITION**
**EXTENSION OF HOUSEHOLD ELECTRICAL APPLIANCE WARRANTY**

Guarantees	Limit of Sum Insured
1 - Repair of household electrical appliances	Market value of the household electrical appliance
2 - Transport of a faulty household electrical appliance	€ 200,00
3 - Provision of a television set or cooling appliance	Maximum period of provision of the appliance 30 days
4 - Reimbursement of the value of the household electrical appliance	Value of the appliance minus the value of wear due to use

**Particular Conditions**
**SPECIAL CONDITION**
**SENIOR ASSISTANCE**

Guarantees	Limit of Sum Insured
a - Pool of hours for technical support home visits	10 hours per year
b - Shopping delivery	once a month
c - Transport to medical appointments	twice per year
d - Document and income tax return completion service	Unlimited

**Particular Conditions**
**SPECIAL CONDITION INFORMATION**
**TECHNOLOGY ASSISTANCE**

Guarantees	Limit of Sum Insured
a - Help Desk Service	5 requests per year
b - Sending of a technician for home assistance	2 requests per year
c - Repair of breakdowns (labour and parts)	€ 200.00 per Claim Max. 2 Claims per year (deductible of € 25.00)

**Particular Conditions**  
**SPECIAL CONDITION**  
**ELECTRIC ASSISTANCE**

Guarantees	Sum Insured	Co-payment
Repair of breakdowns in the electric grid (includes costs of labour and parts)	€ 250.00 per Claim Max. 2 Claims per year	€ 20,00

**SPECIAL CONDITION**  
**DOMESTIC**  
**EMERGENCY**

Guarantees	Sum Insured	Co-payment
- Exterior fixed elements of pipes	€ 200 per Claim Max. 3 Claims per year	€ 20.00
- Piping system		
- Water heaters/boilers		

**SPECIAL CLAUSES**

Applicable to this contract is the corresponding number is explicitly mentioned in the Particular Conditions of the Policy.

**TYPES OF CONSTRUCTION**

**200.**

The insured building(s) where the insured assets are located is(are) constructed externally with non-combustible materials.

**201.**

The insured building(s) where the insured assets are located is(are) not constructed externally with non-combustible materials.

**VACANCY**

**203.**

The place of risk is vacant and without permanent surveillance for more than 60 consecutive days, therefore any objects that are not correctly described and valued are excluded. Alteration to this condition must be communicated previously to the Insurer.

**ANTI-ROBBERY PRECAUTIONARY MEASURES**

**204.**

The present insurance is accepted and established considering that the doors, of direct access to the place of risk, are endowed with security locks, as stated explicitly in the insurance proposal/alteration.

**205.**

The present insurance is accepted and established considering that the doors, of direct access to the place of risk, are reinforced, as stated explicitly in the insurance proposal/alteration.

**206.**

The present insurance is accepted and established considering that the place of risk is endowed with a sound alarm system, installed by a specialised firm, as stated explicitly in the insurance proposal/alteration.

It is hereby agreed that the Insurer is not liable for losses derived from theft, consummated or attempted, at the time of the incident, if it is verified that the aforesaid alarm was not in operation, whether because it was switched off or faulty due to lack of maintenance or technical assistance.

**207.**

The present insurance is accepted and established considering that the doors, of direct access to the place of risk, are endowed with security locks and that the place of risk is endowed with a sound alarm system, installed by a specialised firm, as stated explicitly in the insurance proposal/alteration.

It is hereby agreed that the Insurer is not liable for losses derived from theft, consummated or attempted, at the time of the incident, if it is verified that the aforesaid alarm was not in operation, whether because it was switched off or faulty due to lack of maintenance or technical assistance.

**208.**

The present insurance is accepted and established considering that the doors, of direct access to the place of risk, are reinforced and that the place of risk is installed with a sound alarm system, placed by a specialised firm, as stated explicitly in the insurance proposal/alteration.

It is hereby agreed that the Insurer is not liable for losses derived from theft, consummated or attempted, at the time of the incident, if it is verified that the aforesaid alarm was not in operation, whether because it was switched off or faulty.

**217.**

The present insurance is accepted and established considering that the place of risk has permanent human surveillance, as stated explicitly in the insurance proposal/alteration.

**218.**

The present insurance is accepted and established considering that the place of risk has Laminated Windows and Doors, as stated explicitly in the insurance proposal/alteration.

**219.**

The present insurance is accepted and established considering that the place of risk has Security Bars, as stated explicitly in the insurance proposal/alteration.

**VEHICLES****212.**

PRIVATE GARAGES - The Insured Person undertakes, under penalty in the case of an incident of not being entitled to the right to any indemnity, right, not to have in his/her private garage more than 100 (one hundred) litres of inflammable fluid, apart from that contained in the deposits of the vehicles kept therein.

**MISCELLANEOUS TOOLS OR MACHINERY**

**213.**

The Insured Party declares that the insured miscellaneous tools or machinery are intended exclusively for his/her personal use, and that no professional activity whatsoever is exercised at the place of risk.

**COEXISTENCE OF VALUES**

**214.**

The Insured Person declares that together with the group of insured assets there are others of the same kind that, due to not belonging to him/her, are excluded from the present contract.

**DERELICT BUILDINGS**

**215.**

The Insured person declares that the insured building or part of the insured building is derelict, undertaking to inform the Insurer of the nature of its occupation, as soon as this should occur.

***The present document is a translation of the Portuguese version. In case of discrepancy between the versions, the Portuguese version shall prevail.***