

Personal Accident Insurance Youth Protection

General and Special Conditions of the Policy

Customer information line: 210 042 490 / 226 089 290

Personalised attendance available every
business day from 08h00 to 19h00

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General Conditions

PRELIMINARY ARTICLE

1. Ocidental Companhia Portuguesa de Seguros S.A., hereinafter referred to as Insurer, and the Insurance Policyholder, both further identified in the Particular Conditions, conclude the present insurance contract which is regulated by the General Conditions and Particular Conditions, as well as, if contracted, the Special Conditions.

2. The individualisation of the present contract is made in the Particular Conditions with, among others, the identification, including the fiscal identification number of the parties and respective domicile, the data of the Insured Person, the data of the Insurer's representative for purposes of incident claims, the sum insured or form of its determination and the determination of the premium or formula of the corresponding calculation.

3. The Special Conditions foresee the coverage of other risks and guarantees apart from those established in the present General Conditions and require specific identification in the Particular Conditions.

CHAPTER I

DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT

Article 1 - Definitions

For the effects of the present contract, the following definitions are applicable:

POLICY: the set of documents certifying the insurance contract, which include the respective General Conditions, the Special Conditions if applicable, the Particular Conditions and any Proposals and Endorsements;

INSURER: Ocidental Companhia Portuguesa de Seguros S.A., the entity legally authorised to operate the insurance activity and which undersigns the present contract with the Insurance Policyholder;

POLICYHOLDER: the entity which undersigns the present contract with the Insurer, and is liable for the payment of the premium;

INSURED PERSON: the natural person identified in the Individual Certificate or in the Particular Conditions, whose life, health or physical integrity is insured;

BENEFICIARY: the natural or legal person receiving the Insurer's payment by effect of the coverage established in the present insurance contract in the case of the Insured Person's death under circumstances covered by the contract;

INDIVIDUAL INSURANCE: the insurance taken out in relation to a person, where the contract coverage may also include the household or group of people living under a common household economy;

GROUP INSURANCE: an insurance contract covering risks of a group of persons linked to the Insurance Policyholder by a bond or common interest other than their insurance;

HOUSEHOLD: the Insured Person, spouse, children, stepchildren, adopted persons and ancestors living permanently in common economy with the Insured Person;

INSURABLE GROUP: the group of persons, homogenous in relation to one or more features of professional, associative or other nature, expressed through a bond or common interest, other than that of the effectiveness of the present insurance contract;

ELIGIBILITY: the condition, bond or common interest linking a group of people to one another and the Insurance Policyholder, enabling them to be part of the Insured Group;

ENDORSEMENT: the document which certifies the amendment of the policy.

SUBSCRIPTION FORM: the document containing identification elements and other information relative to the Insured Person, in the case of adherence to the Group Insurance;

PREMIUM OR TOTAL PREMIUM: the amount paid by the Insurance Policyholder to the Insurer in return for the assumption of the risks by the latter;

REFUND: the amount returned to the Insurance Policyholder of part of the insurance premium which has already been paid.

ATTENDING PHYSICIAN: graduate of a Higher Education Medical School, legally authorised to perform the Occupation in the respective country, and whose speciality and enrolment are recognised by the Portuguese Medical Association;

ACCIDENT: a fortuitous, sudden and unexpected event, due to an external cause, violent and against the wishes of the Insured Person, which results in clinically and objectively confirmed bodily injuries to the Insured Person;

SUM INSURED: the maximum value for which the Insurer is liable in the case of an incident covered by the insurance policy;

DEDUCTIBLE: the value of the settlement of the incident claim which, under the terms of the insurance contract, is not payable by the Insurer, and whose amount or form of calculation is stipulated in the contract;

INCIDENT: event or series of events resulting in a same cause able to activate the guarantees of the contract;

FRAUD: unlawful conduct by the Insurance Policyholder, Insured Person, Beneficiary or third party, aimed at obtaining from the Insurer, for him/herself or another, an illegitimate benefit or an illegitimate increase of the benefit.

Article 2 - Object and Guarantees of the Contract

1. By the present contract, the Insurer, as a consequence of an accident incurred by the Insured Person, provided that included in the contracted coverage mentioned in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement, guarantees the payment up to the limits established therein of the corresponding indemnity.

2. The following coverage may be contracted:

Main coverage

- a) Death;
- b) Permanent total disability;
- c) Death or Permanent total disability.

Supplementary coverage

- a) Temporary Disability;
- b) Absolute Temporary Disability due to hospitalisation;
- c) Treatment and Repatriation Expenses;
- d) Funeral Expenses.

3. The supplementary coverage may only be guaranteed together with any of the main coverage and by explicit agreement in the Subscription Proposal, Particular Conditions, Special Conditions or Endorsement.

4. By explicit agreement in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement, the Insurance Policyholder, Insured Person or Beneficiaries may be charged the deductibles mentioned therein.

Article 3 - Scope of the Contract

Unless explicitly provided for otherwise in the Individual Certificates or Particular Conditions, accidents occurred in any part of the world derived from the following are covered:

- a) Professional and Extra-Professional risk, with risk coverage 24 hours a day;
- b) Extra-Professional risk is defined as that derived from all activity not related to the performance of the Insured Person's Occupation, whether performed as a self-employed person or employee;
- c) Professional risk is defined as that inherent to the performance of the professional activity of the Insured Person, explicitly referred to in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement;
- d) Use of normal means of transport, including commercial and private aircraft;
- e) Natural Disasters - By explicit agreement in the Particular Conditions, Special Conditions

or Endorsement, Natural Disasters (Catastrophe Risks) are guaranteed, provided that the atmospheric agents cause bodily injury to the Insured Person, guaranteeing the coverage and payment of the indemnity, as explicitly stated in the Particular Conditions, Special Conditions or Endorsement, such as:

- I) Typhoons, cyclones, tornados and all direction action of strong winds whose speed reaches or exceeds 100 km/hour, or crashing of objects swept along or projected by them;
- II) Waterspouts or torrential rainfall – atmospheric precipitation of an intensity greater than 10 millimetres in 10 minutes, on the rain gauge;
- III) Flash floods or overflow of natural or artificial waterways;
- IV) Earth tremors, earthquakes, tsunamis, volcanic eruptions, subterranean fire as well as fire resulting from these phenomena;
- V) Subsidence, landslides, landslips and sinking of land, as a consequence of geological phenomena.

CHAPTER II MAIN COVERAGE

Article 4 - Death

In the case of Death of the Insured Person, occurred as a consequence of an accident covered by the present contract and when the causal link with the accident is clinically confirmed, the Insurer shall pay the indemnities to the Beneficiaries named in the Particular Conditions, Special Conditions, Individual Certificate or Endorsement.

Article 5 - Permanent total disability

1. In the case of Permanent total disability of the Insured Person, occurred as a consequence of an accident covered by the present contract, immediately or during two years counted from the date of the accident and, unless explicitly stated otherwise in the Particular Conditions, Special Conditions, Individual Certificate or Endorsement, the Insurer shall pay the Insured Person the indemnity amount corresponding to the sum insured and clinically confirmed degree of devaluation, determined in accordance with the National Table for Assessment of Permanent Incapacity in Civil Law.

For the purposes of the guarantee of the risks mentioned above, the following definitions are applicable:

PERMANENT TOTAL DISABILITY: situation of subsequent permanent functional limitation as a consequence of after-effects produced by an accident;

2. Unless agreed otherwise in the Insurance Proposal, Particular Conditions, Special Conditions or Endorsement, the degree of devaluation of Total or Partial Permanent total disability is always attributed in accordance with the National Table for Assessment of Permanent Incapacity in Civil Law, with the Insurer not recognising, for the effects of indemnity concerning professional risk, any other degree of devaluation which may have been attributed to the Insured Person, based on another table, namely the Portuguese National Table on Incapacity Related to Work Accidents.

3. Injuries not listed in the devaluation table, even of minor importance, shall be indemnified in proportion to their severity compared to that of the listed cases, without taking into account the Occupation performed.

4. Any physical defects related to limbs or organs which the Person already had shall be taken into consideration when establishing the degree of devaluation derived from the accident, which shall correspond to the difference between the already existing disability and that henceforth.

5. The partial or total functional incapacity of a limb or organ is assimilated to the corresponding partial or total loss.

6. Regarding the same limb or organ, the accumulated devaluation cannot exceed that which would correspond to the total loss of this same limb or organ.

7. Whenever an accident results in injuries to more than one limb or organ, the total indemnity is obtained by adding the value of the indemnities relative to each one of the injuries, provided that the total does not exceed the sum insured.

Article 6 - Death or Permanent total disability

When Death or Permanent total disability coverage is contracted, this coverage is not cumulative, therefore, if the Insured Person dies as a consequence of an accident occurred during two years counting as of the date of the accident, the Death indemnity shall be abated by the value of any indemnity due to Permanent total disability which may have been attributed or paid relative to the same accident.

CHAPTER III SUPPLEMENTARY COVERAGE

Article 7 - Temporary Disability

1. In the case of Temporary Disability, the Insurer shall pay the Insured Person the daily allowance established in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement, as long as this disability continues, and for the maximum period referred in numbers 4 and 5.

For the purposes of the guarantee of the risks mentioned above, the following definitions are applicable:

TEMPORARY DISABILITY: the physical and temporary impossibility, derived from the accident, able to be medically confirmed, of the Insured Person carrying out his/her normal activity.

2. When not indicated otherwise in the Particular Conditions, Special Conditions or Endorsement, the payment of the daily allowance shall be made to the Insured Person.

3. Temporary Disability is classified as:

a) **Absolute Temporary Disability** – when the Insured Person finds it completely physically impossible, clinically confirmed, to perform his/her Occupation or carry out daily acts of private life and during the time in hospital or forced to remain in bed at his/her domicile under medical treatment;

b) **Partial Temporary Disability** – when the Insured Person, who performs a remunerated Occupation, is only partially prevented from carrying out his/her professional activity and this disability is clinically confirmed. This type of disability does not confer the right to any daily allowance to insured persons who do not perform a remunerated Occupation.

4. In the case of Absolute Temporary Disability, the Insurer shall pay, during the maximum period of 180 days, the daily allowance established in the Individual Certificate,

Particular Conditions, Special Conditions or Endorsement. This allowance is payable from the day of the clinical determination of the disability.

5. In the case of Partial Temporary Disability, the Insurer shall pay, during the maximum period of 360 days counted from the day immediately after that of the clinical determination of the disability or in the period immediately after the end of the Absolute Temporary Disability, where the two periods cannot exceed 360 days, an allowance corresponding to up to half that established in the Individual Certificate, Particular Conditions or Special Conditions for Absolute Temporary Disability, based on the percentage disability that is clinically established and recognised by the Insurer's clinical services under the terms of the National Table for Assessment of Permanent Incapacity in Civil Law.

Article 8 - Absolute Temporary Disability due to Hospital Internment

In the case of Absolute Temporary Disability due to Hospital Internment derived from an accident and the fact that the consequence occurred within the period of 180 days after the date of the accident, the Insurer shall pay the Insured Person the daily allowance established in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement, while this hospital or clinic internment continues and for a period not above 360 days counted from the Insured Person's date of internment.

Article 9 - Treatment and Repatriation Expenses

In the case of the occurrence of Treatment and Repatriation Expenses due to an accident covered by the present contract, the Insurer shall reimburse, up to the limit of the amount established for the effect in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement, the necessary expenses for the treatment of the injuries suffered, as well as any exceptional expenses related to repatriation in clinically advised transport in view of the injuries incurred, under the terms of the following numbers:

- a) Treatment Expenses are defined as those related to medical fees and hospital internment, including medication and nursing assistance, required as a consequence of an accident;
- b) Repatriation Expenses are defined as the justified and clinically advised transport of the Insured Person, in a case of a serious accident, to the place of domicile in Portugal;
- c) when the reimbursement of Treatment and Repatriation is also guaranteed by other insurance policies, this shall be paid by all of them in proportion to the respective covered values.

Article 10 - Funeral Expenses

1. Where Funeral Expenses of the Insured Person are incurred, the Insurer shall reimburse these funeral expenses, up to the amount established for the effect in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement.

2. The Treatment, Repatriation and Funeral Expenses shall be reimbursed made against submission of confirming original documentation, to whoever demonstrates having paid

these expenses.

CHAPTER IV **EXCLUSIONS**

Article 11 - Absolutely Excluded Risks

1. The coverage of the present contract always excludes:

- a) injuries or consequences derived from crimes or other intentional acts of the Insured Person;**
- b) accidents imputable to the Insured Person and occurred when under the influence of psychotropic substances, narcotics or any other drugs or toxic products without medical prescription or when the Insured Person shows a blood alcohol level equal to or above 0.5g/l;**
- c) accidents occurred at a time when the Insured Person, due to a psychic anomaly or other cause, shows incapacity to control his/her acts;**
- d) hernias, whatever their nature, varicose veins and their complications and lumbago (resulting from planned efforts carried out in a constant manner);**
- e) self-inflicted action carried out by the Insured Person;**
- f) action carried out by the Beneficiary of the Policy, Insurance Policyholder or anyone for whom they are civilly liable, on the Insured Person;**
- g) heart attack and cerebrovascular accidents (stroke);**
- h) exacerbation of an accident, as a consequence of a pre-existing illness or infirmity on the date of conclusion of the insurance contract, in which case the Insurer's liability cannot exceed that which would result if the accident had occurred to a person not bearing this illness;**
- i) any other illnesses, when not confirmed through unequivocal and indisputable medical diagnosis that they are a direct consequence of the accident;**
- j) accidents resulting from lack of observance of preventive or punitive legal or regulatory provisions, applicable in general or especially, to the practice of different sports, cultural or recreational activities in the context in which they occur;**
- l) notoriously dangerous acts which are not justified by the performance of the Insured Person's Occupation;**
- m) negligent acts or omissions, when the negligence can be classified as gross;**
- n) suicide or attempted suicide and voluntary or attempted self-mutilation, as well as**

self-inflicted personal injuries or inflicted by others under the consent of the Insured Person, even if these acts are committed unconsciously;

o) all treatments, namely rehabilitation, when not carried out by duly qualified health professionals or without the required clinical diagnosis, medical supervision or guidance;

p) plastic and/or aesthetic surgery, except when necessary as a consequence of an accident covered by the Policy's guarantees;

q) treatment of psychiatric disorders;

r) expenses related to treatment and stay at sanatoria, spas, convalescent homes and other similar establishments;

s) when all the supporting documents of the amounts of reimbursements made by Social Security or other entity are not presented;

t) explosions or any other phenomena directly or indirectly related to nuclear fission or fusion, as well as the effects of radioactive contamination, or from the use or transport of radioactive material;

u) the payment of fines or other penalties due to criminal or administrative offences;

2. The Insured Person, or the Beneficiary, if different, lose the right to indemnity if:

a) they voluntarily or intentionally exacerbate the consequences of the incident;

b) use fraud, simulation or any other deceitful means as well as false documents to justify their claim.

3. The present contract does not guarantee, under any circumstances whatsoever, the risk of death to persons under the age of 14 years old.

Article 12 - Relatively Excluded Risks

The risks indicated below are also excluded, unless explicitly agreed otherwise in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement, by payment of the respective premium surcharge:

a) accidents derived from the practice of professional sports or competitions, even if amateur, integrated in championships and respective training;

b) accidents arising from natural disasters, acts of war, terrorism, disturbances to public order and the use or transport of radioactive material;

c) accidents derived from the practice of big game hunting, power boating, diving, winter sports, parachute jumping, bull-fighting, hang-gliding, motor-free flying, boxing, martial arts and other similarly dangerous sports;

- d) accidents derived from the use of two or three-wheeled motor vehicles and quad bikes;
- e) use of any type of aircraft, except as passengers of commercial airlines;
- f) muscular ruptures or distensions and back pain, whenever this does not result from an external, involuntary and spontaneous cause not controlled by the Insured Person;
- g) strikes, labour disturbances, riots and/or alteration in public order, acts of terrorism and sabotage, insurrection, revolution, civil war, invasion and war against foreign countries, declared or not, and hostility between foreign nations, whether or not war is declared, or warlike acts directly or indirectly derived from these hostilities;
- h) reimbursement for orthopaedic and orthoses which have not been prescribed by the Attending physician or whose purchase has not been authorised by the Insurer. Prostheses are defined as all clinically designed or recommended instruments used for the total or partial replacement of a limb or organ, namely crutches and wheel chairs, and corrective appliances are all clinically designed or recommended instruments aimed at assisting the limb or organ to comply with its function, such as auditive, dental, ocular or other instruments;
- i) escorts, telephones and other extra expenses incurred during hospital internment;
- j) participation in any type of speed competition;
- k) accidents occurred in mines or during mining activity;
- l) professional risks of divers and ship personnel and crews;
- m) activities of the Air Force, Navy, Army or Military Forces, where extra-professional risks are only accepted in individual insurance policies.

CHAPTER V

INITIAL AND SUPERVENING RISK STATEMENT

Article 13 - Duty to Make an Initial Risk Statement

1. The Insurance Policyholder and Insured Person are obliged, before signing the contract, to accurately state all the circumstances they are aware of and should reasonably consider significant for the appraisal of the risk by the Insurer.
2. The provisions in the previous number are also applicable to circumstances whose mention is not specifically requested in the questionnaire supplied by the Insurer and in the determination of the applicable premium.
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 of the questionnaire;

- b) an inaccurate answer to a question formulated in overly general terms;
 - c) incoherence or evident contradiction in answers to the questionnaire;
 - d) a fact that its representative, at the time of signing the contract, knew to be inaccurate or, when having been omitted, knew about;
 - d) 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.

Article 14 - Deliberately Fraudulent Breach of the Duty to Make an Initial Risk Statement

1. In the case of the deliberately fraudulent breach of the duty referred to in number 1 of the previous article, the contract shall be annulable 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 premium payable up to the end of the period referred to in number 2, unless the Insurer or its representative has committed deliberate fraud or gross negligence.
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.

Article 15 - Negligent Breach of the Duty to Make an Initial Risk Statement

1. In the case of the breach with negligence of the duty referred to in number 1 of Article 13, the Insurer may, by statement sent to the Insurance Policyholder, within the period of three months counted as of its knowledge:
 - 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 ceases its effectiveness 30 days after the sending of the notice of termination or 20 days after the Insurance Policyholder has received the proposed amendment, should the Insurance Policyholder neither respond nor reject this proposal.

3. In the case referred to in the previous number, the premium is returned *pro rata temporis* according to the coverage that has occurred.

4. If, before the termination or amendment of the contract, there is an incident whose occurrence or consequences have been influenced by a fact relative to which there were negligent omissions or inaccuracies:

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.

Article 16 - Increased Risk

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, in writing or other means leaving a durable record, 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 proposal to modify the contract, which the latter should accept or refuse during an equal period of time, after which it is understood that the proposed modification has been approved;

b) cancel the contract, demonstrating that under no circumstances whatsoever shall the Insurer sign contracts covering risks with the characteristics derived from this increased risk.

3. The cancellation of the contract under the terms established in subparagraph b) of the previous number takes effect at 24 hours of the 14th day following the Insurer's dispatch of the communication stating the cancellation.

CHAPTER VI PAYMENT AND ALTERATION OF THE PREMIUMS

Article 17 - Premium Due Date

1. Unless agreed otherwise, the initial premium or its first instalment falls due on the date of the signing of the contract.
2. The following instalments of the initial premium, the subsequent annuity premiums and the successive instalments of it 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.

Article 18 - Coverage

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

Article 19 - Premium Payment Notice

1. During the enforcement of the contract, the Insurer must notify the Policyholder or Insured Person in writing of the amount payable, as well as the form and place of payment, at least 30 days in advance of the date when the premium or its instalments fall due.
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 documental referred to in this number.

Article 20 - Non-Payment of Premiums

- 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. Failure to pay the premium of subsequent annuities or its first instalment, on the due date, will prevent 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 adjustment premium or part of a premium of a variable amount;**

c) 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.

5. The termination of the contract due to non-payment of the premium, or part or an instalment of the premium, does not exonerate the Insurance Policyholder from the obligation to pay the premium corresponding to the period when the contract was in force, plus any late payment interest payable.

6. For Contributory Group Insurance, cancellation due to non-payment of the premium or instalment corresponding to an Insured Person, under the terms of the previous numbers, only operates in relation to that Insured Person.

Article 21 - Alteration of the Premium

If there is no alteration to the risk, any alteration to the premium applicable to the contract can only take effect on the following annual due date.

CHAPTER VII TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT

Article 22 - Start and Duration of the Contract

1. The present contract is signed for the period of time mentioned in the Individual Certificate or Particular Conditions of the Policy, and may be for a fixed and specific period (temporary insurance) or for a year extendable for new periods of one year, being in force from zero hours on the day immediately after the Insurer's acceptance of the Insurance Proposals and/or Subscription Form, unless, by agreement of the parties, another starting date is established, which cannot, however, be before the date that the Insurer received the Proposal or Subscription Form.

2. When there is no explicit indication of the starting date and time of the coverage, the contract starts at zero hours of the day immediately after the Insurer's acceptance of the proposal.

3. The contract ceases effect at 24 hours of the last day of its term.

4. When the contract is signed for a year to be continued for following years, it is considered successively renewed for annual periods, unless one of the parties issues notice of termination of the contract in writing or other means leaving a durable record at least 30 days in advance of the end of the annuity.

Article 23 - Termination of the Contract

1. Apart from the possibility of notice of termination established in number 4 of Article 22, the contract may terminate by expiry, revocation by agreement of the parties or cancellation.

2. The amount of the premium to be returned to the Insurance Policyholder in the case of the early termination of the contract is calculated in proportion to the period of time that would have elapsed from the date of termination of the coverage up to the contract expiry date, unless the return leads to a premium below that established for a temporary insurance contract which would have been contracted for the period in which the insurance was in force.

Article 24 - Expiry of the Contract

1. The present contract expires at the end of the stipulated enforcement period, if applicable, and in the event of supervening loss of the interest or extinction of the risk, and whenever the payment of the entirety of the sum insured for the contract enforcement period occurs without the foreseen restoration of this capital.

2. The contract also expires on the date when the Insured Person no longer has residence in Portugal.

3. For group insurance, the expiry that has been agreed on account of age is applicable only in relation to each one of the Insured Persons.

Article 25 - Cancellation of the Contract

1. The contract may be cancelled by the parties at any time, when there is fair cause, by written communication or other means leaving a durable record.

2. The Insurer may invoke the occurrence of a succession of accidents in the annuity, as a relevant cause for the effect established in the previous number.

3. The cancellation of the contract takes effect at 24 hours of the 14th day following receipt of the communication of cancellation.

Article 26 - Free Cancellation

1. For insurance concluded for a period of six months or above, an Insurance Policyholder who is the natural person is entitled to cancel the contract, without needing to invoke fair cause, in the 30 days immediately following the date when the policy was received.

2. The provisions in the previous number are not applicable to group insurance.

Article 27 - Nullity of the Contract

1. The contract is considered null and void, entirely ineffective, when, at the time of the signing of the contract or during its enforcement, the insurance Policyholder or Insured Person have no interest

worthy of legal protection relative to the covered risk or if the risk has already ended by the time the contract is signed.

2. The Insurer is entitled to the premium in the case of bad faith of the Insurance Policyholder or Insured Person.

Article 28 - Termination of the Individual Guarantees

Without prejudice to the other cases established in the contract, for each Insured Person the guarantees end:

- a) as soon as the Insured Person, for any reason, is no longer part of the Insured Group;**
- b) at the end of the contract period or when the Insured Person reaches the age indicated in the Individual Certificate, Particular Conditions, Special Conditions or Endorsement;**
- c) through the payment of any compensation related to the main contracted coverage.**

CHAPTER VIII OBLIGATIONS AND RIGHTS OF THE PARTIES

Article 29 - Obligations of the Insurance Policyholder and Insured Person

1. In the case of an accident, the Insurance Policyholder and Insured Person shall be cumulatively obliged before the Insurer to:

- a) take measures to prevent exacerbation of the consequences of the accident;**
- b) provide written notification of the accident during the immediately following eight days, indicating the place, day, time, causes, witnesses and consequences;**
- c) send, up to eight days after the Insured Person has been clinically assisted, a medical statement indicating the nature of the injuries, their diagnosis, any expected days of Temporary Disability, as well as indication of possible Permanent total disability;**
- d) communicate, up to eight days after its occurrence, the cure of the injuries, by sending a medical statement indicating the percentage of Permanent total disability which may have been confirmed, based on the National Table for Assessment of Permanent Incapacity in Civil Law, unless stipulated otherwise in the Particular Conditions, Special Conditions or Endorsement;**
- e) provide, for any reimbursement made, all the supporting documents for the Treatment or Repatriation Expenses.**

2. In the case of an accident, the Insured Person is obliged to:

- a) comply with the medical prescriptions or else the Insurer shall only be liable for the**

consequences of the accident which would presumably have occurred if these prescriptions had been followed;

b) take the medical examination designated by the Insurer;

c) authorise the Attending physicians to provide all of the information requested by the Insurer, otherwise the Insurer's liability shall cease;

d) if the accident results in the death of the Insured Person, the Insurer should be sent, supplementary to the notification of the accident, a death certificate indicating the cause of death and, when considered necessary, other elucidative documents on the accident and its consequences.

e) In the case of the confirmed impossibility of the Insurance Policyholder and/or insured Person to meet any of the obligations established in this article, this obligation is transferred to whoever – Insurance Policyholder, Insured Person or Beneficiary – can comply with them;

f) lack of truth in the communications and information to the Insurer implies liability for any consequent losses and damage.

Article 30 - Obligations of the Insurer

The Insurer should:

a) inform the Insurance Policyholder, during the contract enforcement period, under the terms of the law and contractual conditions, of any alterations to the insurance contract and undertaking of the Insurer's obligations which could influence its willingness to maintain the insurance contract in force;

b) respond to any requests for clarification of the Insurance Policyholder, required for understanding the conditions and management of the insurance;

c) promote, after notification of the incident, and as rapidly as possible, the investigation of the causes and mode of occurrence of the incident, as well as determination of the resulting injuries;

d) pay the indemnity or capital due, within the maximum period of time of 30 days after the determination of the Insurer's liability and amount payable.

CHAPTER IX BENEFICIARIES

Article 31 - Beneficiaries

1. The Beneficiary or Beneficiaries are those explicitly indicated by the Insured Person in the Individual Certificate, Particular Conditions of the policy or Endorsement.

2. In the case of omission, the Legal Heirs of the Insured Person shall be considered the Beneficiaries.

Article 32 - Alteration of Beneficiary

- 1. The Insured Person may alter his/her beneficiary clause, at any time and without prejudice to the provisions in the following numbers, but this alteration shall only be valid from the time the Insurer has received the corresponding written communication and issued the respective Endorsement. This right to alteration only exists when the provisions in number 3 are not applicable.**
2. The entitlement conferred in the previous number ceases the moment the beneficiary acquires the right to the payment of the insured amounts.
3. The beneficiary clause shall be considered irrevocable whenever the Beneficiary accepts the benefit and the Insured Person explicitly renounces altering it, which should be contained in a written document whose validity depends on its effective communication to the Insurer.
4. As the beneficiary clause is irrevocable, the exercise of any right or entitlement to modify the contractual conditions shall require the prior agreement of the Beneficiary.

CHAPTER X PROCESSING OF THE INDEMNITY

Article 33 - Restoration of the Sum Insured

- 1. Unless stated otherwise, after the occurrence of a claim the insured values shall be, in the enforcement period in course, automatically reduced by the amount corresponding to the indemnities paid, without entitlement to a premium refund.**
2. The Insurance Policyholder is entitled to propose to the Insurer the restoration of the insured values, by payment of the corresponding supplementary premium.

Article 34 - Settlement of the Insured Amounts

1. Unless explicitly agreed otherwise, the payments to be made by the Insurer under the present insurance contract will always be carried out by credit to the bank account used for the payment of the premiums.
In situations which have not been explicitly foreseen, the payments due will be made at the offices of the Insurer, at the place of issue of this contract.
2. The values of the guaranteed indemnities are explicitly indicated in the Particular Conditions of the Policy or Individual Certificates.
3. If the Beneficiary is a minor, the Insurer shall make a deposit in his/her name at Banco Comercial Português or at a Banking Institution indicated by the Insurance Policyholder or Insured Person, of the amount corresponding to the insured amounts.
4. In the case of Death, the Insurer shall pay the corresponding sum insured to the Beneficiary explicitly named in the Policy.

5. In the case of Permanent total disability, the payment of the indemnity, unless explicitly stated otherwise in the Particular Conditions, shall be made to the Insured Person.

6. In the case of Temporary Disability, the payment of the indemnity, unless explicitly stated otherwise in the Particular Conditions, shall be made to the Insured Person.

7. Treatment, Repatriation and Funeral Expenses shall be reimbursed against submission of the supporting documentation, to whoever demonstrates having paid these expenses and provided that they are also guaranteed by other insurance policies, they shall be paid through all the policies in the proportion of the respective insured values.

8. If the consequences of an accident are exacerbated by a pre-existing illness, illness or infirmity prior to the date of its occurrence, in this case the Insurer's liability cannot exceed that which it would incur if the accident had occurred to a person not bearing this illness or infirmity, unless explicitly stated otherwise in the Particular Conditions or Individual Certificate.

Article 35 - Medical Advisory Board

If the parties fail to reach an agreement regarding the occurrence of a situation of permanent or temporary disability, the Insurance Policyholder and Insured Person undertake to accept that the decision shall be obtained through a medical advisory board composed of three experts - one indicated by the Insurer, another indicated by the Insurance Policyholder or Insured Person and a third indicated by agreement of the first two experts, with the respective decisions taken by absolute majority which cannot be subject to appeal.

Each party shall pay the expenses and fees of his/her expert Attending physician, as well as 50% of the charges related to the third Attending physician of this board.

Article 36 - Coexistence of Contracts

1. The Insurance Policyholder or Insured Person should inform the Insurer of any other existing or supervening insurance covering risks identical to those of the present contract.

2. In the case of multiple insurances, the present contract shall only be effective in the case of the non-existence, nullity, ineffectiveness or insufficiency of previous insurance policies, except in relation to the Main Coverage (Permanent total disability or Death), indicated in Article 2.

CHAPTER XI MISCELLANEOUS PROVISIONS

Article 37 - Miscellaneous Provisions

1. On the part of the Insurer, only its Board of Directors, directly or through special attorneys vested with special powers, is empowered to conclude, modify or cancel contracts, revalidate lost rights or undertake any obligations in relation to the Insurance Policyholder or Insured Person.
2. In the case of the Policy going astray, or its theft or destruction, the Insurance Policyholder should inform the Insurer by registered letter which, in accordance with the legal provisions in force, shall issue a second copy of the Policy.
3. The legal and regulatory provisions in force shall be applicable to everything that is not established in the Policy.

Article 38 - Communications and Notifications

Communications or notifications of the Insurance Policyholder or Insured Person and the Insurer shall be made in writing or other means leaving a durable record, to the head office of the Insurer or last address of the Insurance Policyholder or Insured Person, indicated in the policy, respectively.

Article 39 - Subrogation

Once the indemnity has been paid relative to expenses, the Insurer shall be subrogated, up to the concurrence of the indemnified amount, regarding all of the rights of the Insurance Policyholder, Insured Person, his/her Beneficiaries or Heirs, against the third party responsible for the losses, with all the former undertaking to take all necessary action to enforce these rights and being liable for losses and damage relative to any act or voluntary omission that might prevent or hinder the exercise of these rights.

Article 40 - Applicable Law and Arbitration

1. The Law applicable to this contract is the Portuguese Law.
2. Complaints relative to the present contract may be presented to the Insurer's services identified in the contract and to the Insurance and Pension Fund Supervision Authority (www.asf.com.pt).
3. Disputes arising from this contract can be submitted to arbitration, pursuant to the law.

Article 41 - Jurisdiction

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

Personal Accident Insurance Policy – Youth Protection

Special Conditions

PRELIMINARY ARTICLE

The Personal Accident Insurance Youth Protection insurance comprises the General Policy Conditions and the present Special Conditions, which, in the case of doubt, prevail over the General Conditions.

Article 1 - Definitions

Apart from the definitions stipulated in the General Conditions of the Personal Accident Insurance, for the purposes of this contract the following definitions are applicable:

- a) **THIRD PARTY:** party which, as a consequence of an incident covered by this contract, suffers an injury which leads to damage which, under the terms of civil law and this Policy, may be repaired or indemnified;
- b) **PATRIMONIAL DAMAGE:** damage which can be valued in monetary terms, and should be repaired or indemnified;
- c) **NON-PATRIMONIAL DAMAGE:** damage which cannot be valued in monetary terms, and nevertheless should be compensated by the payment of a monetary liability.

Article 2 - Scope of the Contract

1 - The present contract exclusively guarantees the base coverage established in the following number, as well as the optional coverage referred to in Article 4, provided that this is mentioned in the insurance proposal and in the Particular Conditions, Individual Certificate or Endorsement, relative to accidents occurred during the enforcement of the policy.

2 - Unless explicitly stated otherwise in the Particular Conditions or Individual Certificate, accidents occurred in any part of the world exclusively resulting from professional or extra-professional risk are covered.

3 - Unless established otherwise in the Particular Conditions, Individual Certificate or Endorsement, the guarantees of the present contract are exclusively valid for Insured Persons resident in Portugal, with the guarantees expiring on the date when the Insured Persons moves his/her residence to abroad. Without prejudice to prior communication of the Insured Person/Insurance Policyholder, travel abroad for a period above 90 days is considered, in the context of this contract, change of residence, with all the guarantees ending at this time.

4 - Unless established otherwise in the Particular Conditions, Individual Certificate or Endorsement, the guarantees of the present contract are valid for the occasional, amateur and non-federated practice, exclusively outside training and competitions (even if amateur and non-federated) of the following sports: swimming, running, badminton, basketball, bicycle riding, football, gymnastics, maintenance sports, handball, rowing, tennis, table-tennis, archery, sailing, volleyball, skating, golf, roller hockey, ice hockey, field hockey, fencing, race walking, American football, rugby, surf, softball, futsal, bodyboard, and other sports of similar danger.

5 - Unless established otherwise in the Particular Conditions, Individual Certificate or Endorsement, the guarantees of the present contract exclude the practice of any others sport, unless covered by the contracting of a specific guarantee extension.

Article 3 - Base Coverage

1 - Permanent total disability

In the case of Permanent total disability of the Insured Person, occurred as a consequence of 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 indemnity amount corresponding to the sum insured and clinically confirmed degree of devaluation, determined pursuant to the National Table for Assessment of Permanent Incapacity in Civil Law.

2 - Treatment and Repatriation Expenses

In the case of an accident incurred by the Insured Person, the Insurer shall reimburse the Treatment and Repatriation Expenses derived thereof, which are defined as the expenses required for the treatment of the injuries incurred, as well as any exceptional expenses related to repatriation in clinically advised transport in view of the injuries incurred, up to the limit established in the Particular Conditions, Individual Certificate or Endorsement.

3 - Youth Third party liability

The Insurer guarantees, up to the limit consigned in the Particular Conditions, Individual Certificate or Endorsement, the payment of the indemnities arising from extracontractual third party liability imputable to the Insured Person, for acts committed in the context of his/her private life, which give rise to bodily or material injury caused to third parties.

Damage to glasses (frames and lenses), televisions, cameras and filming equipment, computers, console games, mobile telephones, smartphones, iPads, iPhones, tablets and similar shall only be accepted against submission of invoice or receipt identifying the owner of the damaged object.

The value to be indemnified, without prejudice to the application of any deductibles and capital limits, shall be calculated in accordance with the commercial value at the date of the incident, taking into account the depreciation inherent to age, state of wear and use.

The degree of 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, where the minimum value of 20% of the acquisition cost as new shall always be indemnified, except in situations where the age, use or condition of the item results in a lower value.

At the end of each incident, the Insured Person is charged the value of the deductible mentioned in the Particular Conditions.

4 - Death or Disability of Representatives

In the case of Permanent total disability (clinically confirmed degree of devaluation, determined pursuant to the National Table for Assessment of Permanent Incapacity in Civil Law) or Death of the Legal Representatives of the Insured Person, occurred as a consequence

of an accident covered by the present contract, the Insurer shall pay the Insured Person the amount defined in the Particular Conditions, Individual Certificate or Endorsement.

In the case of Permanent total disability, the activation of the policy may be limited to the attribution of a minimum devaluation degree defined in the Particular Conditions, Individual Certificate or Endorsement.

The present coverage can only be exclusively activated when the situation of Death or Permanent total disability has affected both the legal representatives of the Insured Person as a consequence of incidents guaranteed by the present contract and during its enforcement period.

If, on the starting date of the validity of the guarantees of this policy, one of the tutors/guardians of the Insured Person has already died or has a degree of Permanent total disability equal to or above 66% (clinically confirmed and determined pursuant to the National Table for Assessment of Permanent Incapacity in Civil Law), the present coverage can be activated in a situation of death or Permanent total disability of the remaining tutor/guardian, under the same conditions indicated below.

If, on the starting date of the validity of the guarantees of this policy, both the legal representatives have a degree of Permanent total disability equal to or above 66% (clinically confirmed and determined pursuant to the National Table for Assessment of Permanent Incapacity in Civil Law), the present coverage cannot be activated under any circumstances whatsoever.

The beneficiary of this coverage must be the Insured Person of the policy, with this indemnity being cumulative with any other payable under this contract or other insurance contracts.

The indemnity under this coverage must be processed through payment of an initial capital of € 10,000 (ten thousand euros) or the limit of the contracted capital for the coverage. The remaining capital shall be divided into 60 instalments payable monthly.

5 - Funeral Expenses

In the case of accidental death of the Insured Person, the Insurer shall reimburse the respective funeral expenses, up to the amount established for the effect in the Particular Conditions, Individual Certificate or Endorsement.

6 - Assistance to Young Persons

The Insurer guarantees to the Insured Person the payments due to Assistance derived from Accident or Illness covered by this Policy, under the terms of Annex I.

7 - Médis Youth Line

- a) This coverage guarantees a telephone service attended exclusively by nurses, available to its beneficiaries during 24 hours, every day of the year.
- b) The service is provided by the Médis Line through telephone number 21 845 88 85, of exclusive use for the beneficiaries of the policy, after due identification, except in situations of evident clinical emergency.
- c) In situations of illness and accident, the service offers assessment of the presented clinical situation, monitoring and due referral to the appropriate health care on a case-by-case basis.
- d) The service shall assure clinical supervision by phone calls made by the nurses to the beneficiaries, whenever determined by the clinical situation, and in all situations where the beneficiary is less than 18 years and the proposed referral has been Instructions of Care at Home.
- e) According to the triage process, the beneficiaries shall be proposed the most suitable providers, both in the public and private sector. The beneficiary shall be exclusively responsible for selecting the provider.
- f) As stated in the General and Special Conditions of the product, only the situations derived from the accident shall be considered for purposes of indemnity, except for all the exclusions expressed in the same document.

Following a triage process made by the Médis Line, the Insurer shall offer the beneficiary the home medical observation service, guaranteed on the conditions defined in the contracted Assistance coverage in the Emergency Home Medical Assistance in Portugal guarantee.

Article 4 - Optional Coverage

1 - Amateur Radical Sports

The Insurer shall pay the sums insured or reimburse expenses defined for Base Coverage following an accident occurred in non-federated amateur sports activities, including Amateur Radical Sports, practiced by the Insured Person, indicated in the insurance proposal and in the Particular Conditions, Individual Certificate or Endorsement, except for sports competitions integrated in championships and respective training.

2 - Hospital daily cash

The Insurer guarantees a Daily Allowance for the consecutive period of hospital internment of the Insured Person derived from an accident covered by the present contract, up to the maximum of 60 days, payable to the Insured Person or to his/her legal representative.

3 - Assistance Allowance

In the case of need for supervision justified by a medical statement, the Insurer guarantees the payment of a daily allowance during his/her internment or after hospital discharge, up to the maximum period of 60 consecutive days.

4 - Death or Permanent total disability

In the case of Permanent total disability of the Insured Person, occurred as a consequence of 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 indemnity amount corresponding to the clinically confirmed degree of devaluation, determined pursuant to the National Table for Assessment of Permanent Incapacity in Civil Law.

In the case of Permanent total disability, the activation of the policy may be limited to the attribution of a minimum devaluation degree defined in the Particular Conditions, Individual Certificate or Endorsement.

In the case of Death of the Insured Person, occurred as a consequence of an accident covered by the present contract and when the causal link with the accident is clinically confirmed, the Insurer shall pay the indemnities to the beneficiaries named in the Particular Conditions, Individual Certificate or Endorsement.

The indemnities relative to the Permanent total disability and Death guarantees in the context of this coverage are not cumulative.

5 - Death or Permanent total disability due to Road Accident

The Insurer shall pay the capital established in the Particular Conditions, Individual Certificate or Endorsement in the case of Death or Permanent total disability (clinically confirmed and determined pursuant to the National Table for Assessment of Permanent Incapacity in Civil Law) incurred by the Insured Person as a consequence of an accident caused or occurred with a public or private transport vehicle, during driving, regardless of the insured person, victim of the accident, being a pedestrian, driver or passenger of this vehicle. This coverage also guarantees entry into or exit from this vehicle and the driver's active participation, during travel, in minor repair or breakdown assistance work of the vehicle.

This indemnity is paid cumulatively to the indemnity paid for Death or Permanent total disability, although in all cases the maximum capital is that defined in the Particular Conditions of the policy. If, as a consequence of Permanent total disability, the beneficiary receives part or all the capital, in case of Death derived from the same accident, there shall only be entitlement to payment of the capital that is still available.

In the case of Permanent total disability, the activation of the policy may be limited to the attribution of a minimum devaluation degree defined in the Particular Conditions, Individual Certificate or Endorsement.

In the case of indemnity under this coverage, the beneficiary may choose between receiving all the capital immediately or receiving an initial capital of € 10,000 (ten thousand euros) or the capital limit contracted for the coverage, with the remaining capital being divided into 60 instalments payable monthly.

6 - Family Third party liability

The Insurer guarantees, up to the limit consigned in the Particular Conditions, Individual Certificate or Endorsement, the payment of the indemnities arising from extracontractual third party liability imputable to the Insured Person for patrimonial and non-patrimonial damage, derived from bodily or material injury caused to third parties in the context of his/her private life, namely:

- a) acts or omissions occurred or practiced in the context of his/her private life, defined as non-professional activities;
- b) damage derived from the possession or use of non-motorised two-wheeled vehicles, such as bicycles, non-motorised tricycles or any other non-motorised vehicles for children, when driven by minors who are part of the Insured Person's household;
- c) acts or omissions of domestic staff while carrying out their professional duties for the Insured Person.

The guarantees of this contract are extensive to the Insured Person's household, which is defined as the group of people living with him/her in common economy, and includes the spouse or person in non-marital cohabitation, as well as descendents, adopted persons and others under curatorship, economically dependent on the Insured Person and aged less than 24 years old.

Damage to glasses (frames and lenses), televisions, cameras and filming equipment, computers, console games, mobile telephones, smartphones, iPads, iPhones, tablets and similar shall only be accepted against submission of invoice or receipt identifying the owner of the damaged object.

The degree of 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, where the minimum value of 20% of the acquisition cost as new shall always be indemnified, except in situations where the age, use or condition of the item results in a lower value.

At the end of each incident, the Insured Person is charged the value of the deductible mentioned in the Particular Conditions.

The value to be indemnified, without prejudice to the application of any deductibles and capital limits, shall be calculated in accordance with the commercial value at the date of the incident, taking into account the depreciation inherent to age, state of wear and use.

The guarantee given under this coverage includes third party liability for acts or omissions occurred during the Policy enforcement period and which are claimed up to the maximum period of two years after its end, unless explicitly agreed otherwise in the Particular Conditions.

In the case of an incident, apart from the obligations defined in the General Conditions of the Personal Accident insurance, the Insurance Policyholder or Insured Person undertake to provide the Insurer with the requested relevant information relative to the incident, its causes and consequences.

Once the indemnity has been paid, the Insurer has the right of recourse recovery relative to the amount disbursed, against the Insurance Policyholder or Insured Person, due to:

- a) respective deliberately fraudulent acts or omissions, or by persons for whom the Insurance Policyholder or Insured Person is civilly liable;
- b) breach of the provisions in Article 29 of the General Conditions of the Personal Accident insurance.

The provisions in the previous number are also applicable against Insurance Policyholders or Insured Persons who have fraudulently injured the Insurer after the incident.

The scope of the guarantees of this coverage exclude:

- a) damage derived from road accidents caused by vehicles which, under the terms of the legislation in force, are required to be insured;
- b) damage to assets or objects belonging to third parties entrusted to the Insured Person for safekeeping, use, work or other purpose;
- c) damage caused to third parties resulting from contractual or professional third party liability;
- d) damage claimed, whenever the assets or objects subject to the incident, after the incident, have been destroyed or repaired by the Insurance Policyholder or injured party, without prior inspection or consent of the Insurer;
- e) all damage and injury caused to any members of the Insured Person's household, ancestors and descendents or persons with whom the Insured Person lives or who live under the Insured Person's guardianship;
- f) all damage occurred when the Insured Person, by law or legal negotiation, is in charge of the guardianship or vigilance of third parties;
- g) damage occurred as a consequence of maintenance, repair, transformation or expansion works of buildings or divisions;
- h) damage caused by the possession, use or ownership of animals;
- i) damage in the capacity of owner, lessee, usufructuary, tenant or possessor, in any form, of buildings or divisions;
- j) damage occurred in the context of criminal, administrative offence or disciplinary liability;
- k) indemnities payable by the Insured Person for punitive damage, exemplary damage, vindictive damage and other of similar nature;
- l) lost profit or similar loss;
- m) damage cause by the action of electromagnetic fields.

7 - Assistance to the Individual Person

The Insurer guarantees to the Insured Person the payments due to Assistance derived from Accident or Illness covered by this Policy, under the terms of Annex II to these Special Conditions.

8- Bicycle Pack

Should this coverage be contracted, the guarantees as defined in the Special Condition - Bicycles Pack Conditions, attached to these General and Special Conditions are guaranteed.

Article 5 - Excluded Risks

Without prejudice to the exclusions established in the General Conditions, the Youth Third party liability and Family Third party liability coverage also excludes:

- a) damage derived from road accidents caused by vehicles which, under the terms of the legislation in force, are required to be insured;
- b) damage to assets or objects belonging to third parties entrusted to the Insured Person for safekeeping, use, work or other purpose;
- c) damage caused to third parties resulting from contractual or professional third party liability;
- d) damage claimed, whenever the assets or objects subject to the incident, after the incident, have been destroyed or repaired by the Insurance Policyholder or injured party, without prior inspection or consent of the Insurer;
- e) all damage and injury caused to any members of the Insured Person's household, ancestors and descendents or persons with whom the Insured Person lives or who live under the Insured Person's guardianship;
- f) all damage occurred when the Insured Person, by law or legal negotiation, is in charge of the guardianship or vigilance of third parties.

Article 6 - Subscription age limit and permanence in the contract

1 - The present contract can only be subscribed relative to persons aged less than 18 years old.

2 - From the date when the Insured Person reaches 18 years old, the present contract shall automatically start to guarantee the coverage presented in Annex III at the end of these Special Conditions, in "Special Clause - Youth Protection – Maintenance of the contract after 18 years of age of the Insured Person".

Article 7 - Miscellaneous Provisions

Everything not established in the present Special Conditions and in the Particular Conditions of the contract shall be ruled by the provisions in the General Conditions of the Personal Accident Insurance Policy.

Annexes

Annex I – Special Condition - Conditions of Coverage of Assistance to Young Persons

DEFINITIONS

The following definitions are applicable for the purpose of this coverage:

HOUSEHOLD – The Insured Person, spouse, children, stepchildren, adopted persons and ancestors living permanently in common, sharing meals and residence with the Insured Person.

ILLNESS - Any alteration of health condition, whose diagnosis is confirmed by a Attending physician.

SERIOUS BODILY INJURY - Any injury or illness which, due to its nature, implies or might imply emergency treatment in a hospital establishment and prevents normal continuation of travel.

DEDUCTIBLE - Fixed value or percentage payable by the Insured Person in any reimbursable expense.

VALIDITY - The validity of this Coverage for each Beneficiary starts with the communication to the Insurer's Assistance Services via number 21 034 79 40 (+351 21 034 79 40 when abroad). The coverage stipulated in the present Special Condition is applicable all over the world. The Guarantees Abroad have a validity period of 90 days after leaving national territory. All the guarantees of the policy cease to be valid after 90 days of permanence abroad.

Coverage	Capital / Limits
<p>1) <u>Medical, Pharmaceutical and Hospitalisation Expenses Abroad</u></p> <p>If, as a consequence of an accident or illness occurred abroad during the validity period of the Policy, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Insurer shall pay, up to the established limit:</p> <p>a) the medical and surgical expenses and fees; b) the expenses of pharmaceutical products prescribed by Attending physicians; c) the hospitalisation expenses; d) expenses related to ambulance transport or other appropriate means, from the place of the Incident to the closest clinic or hospital.</p> <p>The following expenses are excluded from the present guarantee:</p> <ul style="list-style-type: none"> • Prescribed or carried out in Portugal (with the exception of repatriation or patient ambulance transport to the closest hospital or clinic); • Related to a chronic or pre-existing illness; • Derived from complications due to pregnancy; • Related to the acquisition of glasses, contact lenses, walking sticks, prosthesis or similar; • Related to treatments in spa establishments, epidemic diseases (officially declared) and aesthetic or plastic surgery treatments. 	<p>€3,000.00</p> <p>Deductible per Insured Person and per incident:</p> <p>€50.00</p>
<p>2) <u>Medical Information and Medical Advice</u></p> <p>In a medical emergency affecting the Insured Person, the Insurer undertakes to be responsible for providing information on the most suitable hospitals or establishments for his/her situation. In the case of an emergency, the Insurer places a medical advisory service, assured by a Attending physician, at the disposal of the Insured Persons via telephone, 24 hours a day.</p> <p>The medical advice consists of:</p> <p>a) Assessment of symptoms; b) Suggestions on immediate health care for the specific problems presented by the Insured Person; c) Provision of information to the Insured Person to assist in resolving minor problems or taking a decision; d) Advice on a medical appointment, visit to a hospital or other clinical entity;</p>	<p>Unlimited</p>

<p>e) Supervision of clinical evolution, after the request for medical advice has led to subsequent action by the Assistance Service, telephoning the Insured Person and asking about his/her health condition. The received information should always be considered a mere suggestion to assist any decision to be taken by the Insured Person or his/her legal representative, and therefore the Assistance Service or its clinical staff cannot be considered responsible under any circumstances. The medical advice does not constitute medical diagnosis nor is it intended to replace it.</p>	
<p>3) <u>Medical Supervision</u> If the Insured Person is hospitalised, the Insurer's medical team shall monitor his/her treatment and maintain contact with the Attending physician in charge and respective family whenever justified by the clinical condition of the Insured Person.</p>	<p>Unlimited</p>
<p>4) <u>Repatriation or Medical Transport in the Case of an Accident or Illness</u> a) The Insurer shall guarantee, up to the established limits, the payment of expenses related to transport, by appropriate means, of the Insured Person suffering serious bodily injury, to the hospital centre indicated by the medical team or to his/her usual domicile, after previous supervision by the Insurer's medical team, in contact with the assisting Attending physician, to determine the most appropriate measures to be taken; b) If the Insured Person is interned at a hospital centre distant from his/her domicile, the Insurer shall cover the payment of the subsequent transport expenses, when appropriate, to his/her domicile; c) The means of transport to be used shall be the most suitable to the urgency and severity of the case, decided by the Insurer's medical team.</p>	<p>Unlimited</p>
<p>5) <u>Dispatch of Emergency Medication Abroad</u> The Insurer shall pay the cost of sending, to the location abroad where the Insured Person is found, the medication of habitual use indispensable to the Insured Person and which does not exist locally or does not have local substitutes. The Insured Person will be responsible for the cost of the medication, customs fees and expenses.</p>	<p>Unlimited</p>
<p>6) <u>Escort of the Insured Person Hospitalised Abroad</u> In the case of the hospitalisation of the Insured Person abroad, lasting over five days and where the Attending physicians advise against unaccompanied transport, the Insurer shall guarantee the transport expenses in a regular airline carrier, first class train or in any other appropriate means, for one household member to be able to travel to the Insured Person. The Insurer also guarantees the living expenses of one household member to stay with the Insured Person up to the established limits. By agreement between the Insured Person and the Insurer, the household member may be substituted by another person.</p>	<p>Transport - Unlimited Sojourn per day: € 75.00 Maximum: € 500.00</p>

<p>7) <u>Travel Ticket for the Early Return of the Insured Person Abroad</u> If, during travel, the spouse, ancestors, adopted persons, family members or relations up to the 2nd degree of the Insured Person pass away in Portugal, the Insurer shall pay the expenses related to the most appropriate transport of the Insured Person to the residence or burial place of this person in Portugal with return to the place where the journey was interrupted, if it is necessary to continue or recover his/her vehicle.</p>	<p>Unlimited</p>
<p>8) <u>Search and Transport of Lost Baggage</u> If the baggage or personal items of the Insured Person have gone astray, and if they are found and recovered in the 12 hours following the Insured Person's arrival to his/her destination, the Insurer shall guarantee the payment of the expenses related to their dispatch to the place where the Insured Person is found or his/her domicile, paying the cost of the measures carried out to locate them.</p>	<p>Unlimited</p>
<p>9) <u>Transport or Repatriation After Death Abroad</u> The Insurer shall take charge of all the formalities to be carried out at the place of death of the Insured Person, covering the respective expenses, as well expenses related to repatriation or transport to the place of burial in Portugal.</p>	<p>Unlimited</p>
<p>10) <u>Coffin Expenses Abroad</u> Once the guarantee for Repatriation after Death has been activated, the Insurer shall pay the expenses related to the acquisition of the minimum coffin required for repatriation up to the stipulated limits.</p>	<p>€1,500.00</p>
<p>11) <u>Emergency Home Medical Assistance in Portugal</u> Following Medical Advice, the Insurer shall organise urgent medical appointments requested, aimed at sending a general practitioner to the residence of the Insured Person. a) the Insurer shall pay the costs related to Attending physician's fees, with the Insured Person being responsible for the payment of the deductible per appointment indicated in the present Conditions up to the indicated annual limit; b) If the Attending physician is not able to pay a home visit, the assistance service will provide, as an alternative, the Insured Person's transport to the closest hospital. The Insured Person shall be the sole beneficiary of the Guarantee of Emergency Home Medical Assistance in Portugal.</p>	<p>Deductible: €10.00</p>
<p>12) <u>Teaching at Home in Portugal</u> In the case of an accident of the Insured Person which leads to immobilisation above 3 days, or in the case of illness, the Insurer shall guarantee the sending of a qualified professional to provide school support at home.</p>	<p>5 Hours per day Maximum 30 days/Annuity</p>
<p>13) <u>Vocational Guidance in Portugal</u> The Insurer, at the request of the Insured Person, shall promote the organisation of aptitude tests up to the stipulated limits.</p>	<p>Co-payment charged to the Insured Person of € 30.</p>

	Maximum 1 appointment per annuity
<p>14) <u>Special transport for children in Portugal</u> In the case of an Accident of the Insured Person or Parents/Legal Tutor which prevents driving, by medical prescription, the Insurer shall assure the transport of the Insured Person in specialised transport.</p>	10 Requests per Annuity Maximum €50 per Journey
<p>15) <u>Child care in Portugal</u> In the case of an Accident of the Insured Person or Parents/Legal Tutor, the Insurer shall assure the child care of the Insured Person up to the limits indicated in the policy.</p>	10 Requests per Annuity Co-payment of €15 per request

1 This insurance does not cover payments that have not been requested from the Insurer and which were not made with the Insurer's agreement, except in case of force majeure or demonstrated material impossibility.

Force majeure is defined as death occurred in Portugal of the spouse of the Insured Person or his/her ancestors or descendents up to the 1st degree, as well as the serious illness of the Insured Person, his/her spouse or any ancestors or descendents of both up to the 1st degree.

In the case of a claim the Insured Person or his/her legal representative should contact the Assistance Service, through the telephone line 21 034 79 40 (+351 21 034 79 40 abroad), accurately indicating:

- Full name of the Beneficiary;
- Policy number;
- Current address;
- Type of assistance requested;
- Telephone Number through which the Beneficiary may be contacted.

Precautionary Measures

In the case of an incident, the Insured Person should take all the necessary and possible measures to detain the progression of the incident, mitigate its consequences, collect all the pertinent information and documents, concerning the incident, its consequences and any third person responsible.

2 The following situations are excluded from the present Special Condition:

- a) Derived from work accidents whose incident or requested assistance guarantees are covered by a Work Accident policy.
- b) Derived from events occurred before the entry into force of the present contract.
- c) Derived from deliberate fraud of the Insured Person or following attempted suicide, consummated or not.

- d) Accidents imputable to the Insured Person and occurred when under the effect of psychotropic substances, narcotics or any drugs or toxic products without medical prescription or when the Insured Person shows a blood alcohol level equal to above that permitted by Law;**
- e) Derived from acts of war, strikes, riots and disturbances to public order.**
- f) Derived from, by direct or indirect effect of, explosion, release of heat and radiation, derived from nuclear fission or fusion, acceleration of particles or radioactivity.**
- g) Relative to the payment of fines or other penalties due to criminal or administrative offences.**
- h) Derived from the commitment of any deliberately fraudulent or seriously culpable acts or omissions by the Insured Person, Beneficiary or persons for whom they are civilly liable.**
- i) Derived from any conduct of the Insured Person contrary to the law, namely participation in acts of sabotage, disturbance to public order or brawls.**

3 Supplimentarity

The payments and indemnities established in the present contract shall be paid in excess and supplementary to other previously signed insurance contracts that cover the same risks, or indemnities to which the Insured Person is entitled.

4 Subrogation

The Insurer is subrogated, up to the concurrence of the amounts paid, in all the rights of the Insured Person, against the third parties responsible.

<p><u>2) Medical Information and Medical Advice</u></p> <p>In a medical emergency affecting the Insured Person, the Insurer undertakes to be responsible for providing information on the most suitable hospitals and/or establishments for his/her situation. In the case of an emergency, the Insurer places a medical advisory service, assured by a Attending physician, at the disposal of the Insured Persons via telephone, 24 hours a day.</p> <p>The medical advice consists of:</p> <ul style="list-style-type: none"> a) Assessment of symptoms; b) Suggestions on immediate health care for the specific problems presented by the Insured Person; c) Provision of information to the Insured Person to assist in resolving minor problems or taking a decision; d) Advice on a medical appointment, visit to a hospital or other clinical entity; e) Supervision of clinical evolution, after the request for medical advice has led to subsequent action by the Assistance Service, telephoning the Insured Person and asking about his/her health condition. <p>The information received should always be considered a mere suggestion to assist any decision to be taken by the Insured Person or his/her legal representative, and therefore the Assistance Service or its clinical staff cannot be considered responsible under any circumstances. The medical advice does not constitute medical diagnosis nor is it intended to replace it.</p>	<p>Unlimited</p>
<p><u>3) Medical Supervision</u></p> <p>If the Insured Person is hospitalised, the Insurer's medical team shall monitor his/her treatment and maintain contact with the Attending physician in charge and respective family whenever justified by the clinical condition of the Insured Person.</p>	<p>Unlimited</p>
<p><u>4) Repatriation or Medical Transport in the Case of an Accident or Illness</u></p> <ul style="list-style-type: none"> a) The Insurer shall guarantee, up to the established limits, the payment of expenses related to transport, by appropriate means, of the Insured Person suffering serious bodily injury, to the hospital centre indicated by the medical team or to his/her usual domicile, after previous supervision by the Insurer's medical team, in contact with the assisting Attending physician, to determine the most appropriate measures to be taken; b) If the Insured Person is interned at a hospital centre distant from his/her domicile, the Insurer shall cover the payment of his/her subsequent transport expenses, when appropriate, to his/her domicile; c) The means of transport to be used shall be the most suitable to the urgency and severity of the case, decided by the Insurer's medical team. 	<p>Unlimited</p>
<p><u>5) Dispatch of Emergency Medication Abroad</u></p> <p>The Insurer shall pay the cost of sending, to the location abroad where the Insured Person is found, the medication of habitual use indispensable to the Insured Person and which does not exist locally or does not have local substitutes.</p>	<p>Unlimited</p>

<p>The Insured Person will be responsible for the cost of the medication, customs fees and expenses.</p>	
<p>6) <u>Escort of the Insured Person Hospitalised Abroad</u> In the case of the hospitalisation of the Insured Person abroad, lasting over five days and where the Attending physicians advise against unaccompanied transport, the Insurer shall guarantee the transport expenses in a regular airline carrier, first class train or in any other appropriate means, for one household member to be able to travel to the Insured Person. The Insurer also guarantees the living expenses of one household member to stay with the Insured Person up to the established limits. By agreement between the Insured Person and the Insurer, the household member may be substituted by another person.</p>	<p>Transport: Unlimited Sojourn per day: € 75.00 Maximum: € 500.00</p>
<p>7) <u>Travel Ticket for the Early Return of the Insured Person Abroad</u> If, during travel, the spouse, ancestors, adopted persons, family members or relations up to the 2nd degree of the Insured Person pass away in Portugal, the Insurer shall pay the expenses related to the most appropriate transport of the Insured Person to the residence or burial place of this person in Portugal with return to the place where the journey was interrupted, if it is necessary to continue or recover his/her vehicle.</p>	<p>Unlimited</p>
<p>8) <u>Search and Transport of Lost Baggage</u> If the baggage or personal items of the Insured Person have gone astray, and if they are found and recovered in the 12 hours following the Insured Person's arrival to his/her destination, the Insurer shall guarantee the payment of the expenses related to their dispatch to the place where the Insured Person is found or his/her domicile, paying the cost of the measures carried out to locate them.</p>	<p>Unlimited</p>
<p>9) <u>Transport or Repatriation After Death Abroad</u> The Insurer shall take charge of all the formalities to be carried out at the place of death of the Insured Person, covering the respective expenses, as well expenses related to repatriation or transport to the place of burial in Portugal.</p>	<p>Unlimited</p>
<p>10) <u>Coffin Expenses Abroad</u> Once the guarantee for Repatriation after Death has been activated, the Insurer shall pay the expenses related to the acquisition of the minimum coffin required for repatriation up to the stipulated limits.</p>	<p>€1,500.00</p>
<p>11) <u>Emergency Home Medical Assistance in Portugal</u> Following Medical Advice, the Insurer shall organise urgent medical appointments requested, aimed at sending a general practitioner to the residence of the Insured Person. a) the Insurer shall pay the costs related to Attending physician's fees, with the Insured Person being responsible for the payment of the deductible per appointment indicated in the present Conditions up to the indicated annual limit; b) If the Attending physician is not able to pay a home visit, the assistance service will provide, as an alternative, the Insured Person's transport to the closest hospital.</p>	<p>Deductible: €10.00</p>

<p>The Insured Person shall be the sole beneficiary of the Guarantee of Emergency Home Medical Assistance in Portugal.</p>	
<p>12) <u>Physiotherapy and Nursing Services at Home in Portugal</u> In the case of an Accident or Illness, the Insurer shall provide for physiotherapy sessions and general nursing at the home of the Insured Person, according to medical prescription. The Insurer shall pay, up to the established limits, the costs related to physiotherapy and nursing, with the Insured Person being responsible for the cost of materials.</p>	<p>€500.00</p>

1 - This insurance does not cover payments that have not been requested from the Insurer and which were not made with the Insurer's agreement, except in case of force majeure or demonstrated material impossibility.

Force majeure is defined as death occurred in Portugal of the spouse of the Insured Person or his/her ancestors or descendents up to the 1st degree, as well as the serious illness of the Insured Person, his/her spouse or any ancestors or descendents of both up to the 1st degree.

In the case of a claim the Insured Person or his/her legal representative should contact the Assistance Service, through the telephone line 21 034 79 40 (+351 21 034 79 40 abroad), accurately indicating:

- Full name of the Beneficiary;
- Policy number;
- Current address;
- Type of assistance requested;
- Telephone Number through which the Beneficiary may be contacted.

Precautionary Measures

In the case of an incident, the Insured Person should take all the necessary and possible measures to detain the progression of the incident, mitigate its consequences, collect all the pertinent information and documents, concerning the incident, its consequences and any third person responsible.

2 - The following situations are excluded from the present Special Condition:

- a) Derived from work accidents whose incident or requested assistance guarantees are covered by a Work Accident policy.
- b) Derived from events occurred before the entry into force of the present contract.
- c) Derived from deliberate fraud of the Insured Person or following attempted suicide, consummated or not.
- d) Accidents imputable to the Insured Person and occurred when under the effect of psychotropic substances, narcotics or any drugs or toxic products without medical prescription or when the Insured Person shows a blood alcohol level equal to above that permitted by Law;

- e) Derived from acts of war, strikes, riots and disturbances to public order.
- f) Derived from, by direct or indirect effect of, explosion, release of heat and radiation, derived from nuclear fission or fusion, acceleration of particles or radioactivity;
- g) Relative to the payment of fines or other penalties due to criminal or administrative offences;
- h) Derived from the commitment of any deliberately fraudulent or seriously culpable acts or omissions by the Insured Person, Beneficiary or persons for whom they are civilly liable;
- i) Derived from any conduct of the Insured Person contrary to the law, namely participation in acts of sabotage, disturbance to public order or brawls.

3 - Supplementarity

The payments and indemnities established in the present contract shall be paid in excess and supplementary to other previously signed insurance contracts that cover the same risks, or indemnities to which the Insured Person is entitled.

4 - Subrogation

The Insurer is subrogated, up to the concurrence of the amounts paid, in all the rights of the Insured Person, against the third parties responsible.

Annex III – Special Condition - Youth Protection – Maintenance of the contract after 18 years of age of the Insured Person

From the first contract renewal onwards, after the Insured Person reaches 18 years old, the contract automatically starts to guarantee the coverage described below, with the capital varying according to the option chosen at the time of subscription to the Youth Protection:

Up to 18 years old of the Insured Person	From the contract renewal and after the Insured Person has reached 18 years old	Description of the Alteration
Permanent total disability	Death or Permanent total disability	The coverage of Permanent total disability is replaced by the coverage of Death or Permanent total disability, with the capital altered according to the initially contracted value: € 25,000 is converted to € 20,000; € 50,000 is converted to € 30,000; € 100,000 is converted to € 60,000;
Treatment and Repatriation Expenses	Treatment and Repatriation Expenses	For the coverage of Treatment and Repatriation Expenses, the capital is altered according to the initially contracted value: € 2,500 is converted to € 1,000; € 3,000 is converted to € 2,000; € 7,500 is converted to € 5,000;
Youth Third party liability	-	The Youth Third party liability coverage expires.
Death or Disability of Representatives	-	The coverage of Death or Disability of Representatives expires.
Funeral Expenses	Funeral Expenses	If contracted, the coverage of Funeral Expenses continues in force with the same capital.
Personal Assistance to Young Persons	Assistance to Individual Persons	The coverage of Assistance to Young Persons is replaced by the coverage of Assistance to Individual Persons, pursuant to the guarantees defined in the Special Conditions, except when this coverage is contracted additionally, in which case it is excluded.
Médis Youth Line	Médis Youth Line	If contracted, the Médis Youth Line coverage continues in force.
Assistance Allowance	Assistance Allowance	If contracted, the Assistance Allowance coverage continues in force.
Hospital daily cash	Hospital daily cash	If contracted, the Hospital daily cash coverage continues in force.
Amateur Radical Sports	Amateur Radical Sports	If contracted, the Radical Sports coverage continues in force.

All other coverage, not mentioned in the table above and which is in force, expires automatically at the end of the annuity when the Insured Person reaches 18 years old.

The deductibles and guarantees applicable to each coverage remain unchanged, as defined in the General, Special and Particular Conditions of the contract.

The contract shall be enforced, from this renewal onwards, without age limit.

Annex IV - Bicycles pack special condition

1. DEFINITIONS

INSURED BICYCLE: Bicycle, including electric, owned by the Insured Party or their household and used for daily transportation or leisure, identified in the Particular Conditions.

INSURED PARTY: Natural person identified in the Particular Conditions and transported persons carried on the insured bicycle to whom the guarantees of this Special Condition are provided.

ROAD: Paved, cobbled or dirt road that goes from one point to another, where vehicles, people or animals can travel.

ACCIDENT FOR THE PURPOSE OF THIS SPECIAL CONDITION: Sudden, unforeseeable and independent event beyond the Insured Party's occurring solely as a result of the insured bicycle's road circulation causing material damage and/or bodily injury to the insured party and property damage to the insured bicycle.

CLAIM: Verification, in whole or in part, of the event that triggers the activation of the risk coverage provided for in this contract, considering as a single claim the event or series of events resulting from the same cause.

HOUSEHOLD: The spouse of the Insured Party or the person with whom the Insured Party lives in conditions analogous to those of spouses, children, stepchildren, adopted persons and ascendants living in a permanent common economy with the Insured Party;

THIRD PARTY: Legal or natural entity other than the Insurer, the Policyholder, and Insured Parties, which is the active or passive party, as the case may be, of a claim covered by this Policy.

MANAGING BODY: The company legally distinct from the Insurer, identified in this Policy's Particular Conditions, responsible for the management and settlement of claims in which the Legal Protection coverage is activated.

LEGAL EXPENSES: Expenses borne by the Managing Body in accordance with the secure guarantees, to carry out the defence of Insured Parties, namely:

- i. Fees of the Insured Party's representative, lawyer and/or solicitor;
- ii. Costs and expenses borne by the Insured Party by decision of the competent Court in relation to any legal proceedings under this Special Condition.

Legal costs are borne by reimbursement to the Insured, upon presentation of the corresponding original proofs of payment, when due.

Chapter I - Assistance

1. OBJECT

This Chapter ensures the provision of roadside assistance to the insured bicycle and to the Insured Parties in accordance with the provisions of the following paragraphs.

Circulation in circuits exclusively destined to trials and competitions are excluded.

2. TEMPORAL AND TERRITORIAL SCOPE

2.1. Without prejudice to the obligation to pay the premium, the guarantees included in this Special Condition shall commence with the conclusion of the insurance contract should the Bicycles Pack coverage be contracted, expressly mentioned in the Policy's Particular Conditions, or from the moment said coverage mentioned in the Policy's Particular Conditions is contracted.

2.2. This guarantee shall cease to have effect in the following situations:

- a) Termination of the contract titled by the Policy of which this Special Condition is an integral part of;**
- b) Exclusion of the Bicycles Pack coverage from the contract titled by the Policy of which this Special Condition is an integral part of;**
- c) Failure to pay the insurance premium.**

2.3. This Special Condition is limited to accidents occurring in the territory of Mainland Portugal and Madeira and Azores Islands.

3. GUARANTEES

The Insurer guarantees, through its Assistance Service, and without prejudice to the exclusions and limits provided for in this Special Condition and in the Policy's General and Particular Conditions, the following services in relation to the Insured Bicycle, applying only to the insured object' non-professional use and use on the road:

a) Transportation in Case of Accident;

In the event of an accident that renders the normal operation of the bicycle impossible, the Assistance Service shall transport the Insured Bicycle and the Insured Party to their home or place of residence, up to a maximum of 100 km.

b) Referral to Hospital;

In the event of an accident occurring while using the insured bicycle, and the previous guarantee not having been if activated, the Assistance Service shall, whenever possible according to the clinical assessment, transport the Insured Party to the hospital nearest to the accident site and shall ensure custody of the bicycle or delivery to a relative or third party upon the Insured Party's instructions.

c) Transportation of the Insured Party and Insured Bicycle;

In the event of an accident occurring outside the Insured Party's area of residence with the insured bicycle and whenever justified (following clinical indication), transport of the Insured Party(ies) to their home in Mainland Portugal and Madeira and Azores Islands is covered. Transport of the bicycle to the Insured Party's home shall also be ensured. This guarantee shall work as a complement to guarantee

d) whenever the claim occurs more than 100 km away from the Insured Party's residence, exclusively if it occurs in Mainland Portugal and Madeira and Azores Islands.

e) Psychological Support;

Two hours of psychological counselling shall be provided by a psychologist to be indicated by the Insured's Assistance Service, whenever justified (following clinical indication) after an accident with the Insured Party using the bicycle.

f) Repair of the Insured Bicycle;

In case of an accident with the Insured Bicycle resulting in its total or partial destruction, the Assistance Service shall guarantee the reimbursement of the repair of the Insured Bicycle, upon submission of the repair invoice, up to a maximum of EUR 150 per claim and up to two claims per annuity. In cases of total destruction, a reimbursement of up to EUR 150 shall be made upon submission of an invoice for the purchase of a new bicycle.

g) Damage to the Insured Party's Clothes and Footwear;

In case of an accident with the Insured Bicycle resulting in damage to the Insured Party's Clothing or Footwear, the Assistance Service shall guarantee the replacement of these goods, up to a maximum limit of EUR 150 per claim, upon presentation of an invoice for the purchase of replacement goods of equivalent value. Any other type of accessories such as glasses or watches are excluded. Limited to two claims per annuity.

h) Participation in the Purchase of Bicycle Accessories;

The Insurer, through the Assistance Service, shall guarantee, upon presentation of the purchase invoice, the reimbursement of 10 % of the purchase value of accessories applicable to each model of bicycle, up to a maximum limit of EUR 200 per request, limited to one accessory requested per year.

i) Replacement Bicycle;

In the event of an accident, which causes the Insured Bicycle's immobilization for more than 24 hours, the Insurer, through the Assistance Service, shall guarantee the availability of a replacement bicycle for a maximum period of four days per claim and per annuity, upon the Insured Party's presentation of the repair shop's technical report. The type of bicycle to be assigned shall always be subject to availability.

j) Helpline.

The Insurer, through the Assistance Service, shall provide a telephone line for queries about bicycle breaks, repair shops in the area, useful information on cycling events, and traffic and itinerary information, limited to five requests per year.

The information provided is merely indicative and based on the data collected, and the Insurer shall not be liable, at any time, for its inaccuracy or for any situations that may arise from actions taken by the Policyholder/Insured Party based on the information provided.

4. EXCLUSIONS

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

- a) Situations which have not been requested to the Insurer's Assistance Service or which have been carried out without its prior authorization;
- b) Situations resulting from the practice of competitive sports, as well as those occurring during practice/training or as a result of betting;
- c) Theft of the Insured Bicycle, its accessories, luggage, personal belongings;
- d) Situations arising from earthquakes, volcanic eruptions, floods and cataclysms;
- e) Claims in the event of suicide, or attempted suicide, as well as accidents occurring as a result of betting or challenges;
- f) Normal wear and tear as well as wear and tear caused by misuse (competition or off-road circulation) or wear and tear caused by use contrary to the bicycle manufacturer's recommendations;
- g) Situations when the Insured Party is under the influence of alcohol, narcotics or other drugs;
- h) Any amounts relating to fines or penalties;
- i) Situations related to wilful misconduct or intentional situations caused by the Insured Party;
- j) All other situations not covered by this Special Condition.

5. PROCEDURES IN CASE OF CLAIM

In the event of a claim, the Insured Party or a party designated by the Insured Party must always contact the Insurer's Assistance Service prior to any intervention, and provide the following information:

- a) The complete identification and corresponding policy number;
- b) The kind of assistance needed;
- c) The phone number or email address.

6. SUMMARY TABLE OF COVERAGES, CAPITAL AND ASSISTANCE LIMITS

Coverages	Capital and Limits
a) Transportation in Case of Accident	Unlimited
b) Referral to Hospital	Unlimited
c) Transportation of the Insured Party and Insured Bicycle	Unlimited
d) Psychological Support	2 hours/Annuity
e) Repair of Insured Bicycle	Maximum EUR 150.00/Claim

Coverages	Capital and Limits
	Maximum 2 claims/Annuity
f) Damage to Insured Party's Clothes and Footwear	Maximum EUR 150.00/Claim Maximum 2 claims/Annuity
g) Participation in the Purchase of Bicycles' Accessories	Maximum EUR 200.00 1 Request/Annuity
h) Replacement Bicycle	4 Days/Claim/Annuity
i) Helpline	5 Request/Annuity

Chapter II - Legal Protection

1. OBJECT

1.1. This Chapter guarantees the Policyholder or Insured Parties the Legal Protection coverage intended to ensure the costs of providing legal services arising from a lawsuit.

1.2. This contract guarantees, under the terms and limits established in the corresponding coverages and Particular Conditions, the expenses and procedures necessary to defend or assert the rights of the Insured Parties, namely under the following situations:

- a) Judicial, civil or criminal proceedings, brought against the Insured Parties under the Insurance provided for in the following article;
- b) Judicial or civil proceedings which Insured Parties bring against third parties and in respect of which it is recognised that the guarantees provided for in the following paragraph are viable and likely to be successful.

1.3. If recourse to a Lawyer or Solicitor chosen by the Insured Party is necessary, costs shall only be borne by them should their professional domiciles be located in the competent District for the proceeding to be sponsored. If the Insured Party chooses a Lawyer or Solicitor domiciled outside the competent District, the Insured Party shall bear the costs of travel, accommodation or others inherent to this choice.

1.4. The guarantees indicated are valid only for situations defined in paragraph 2 - Guarantees.

2. GUARANTEES

By this Special Condition, and in accordance with the provisions of the Particular Conditions, the following coverages are guaranteed, in whole or in part:

- a) Defence in Criminal Proceedings;
Guarantees the Insured Party, in the event of an accident resulting from the use of the insured bicycle during the practice of bicycle touring as a leisure activity, the payment of legal expenses related to

their personal defence in criminal proceedings, brought against by third parties as a result of said accident.

This clause shall not apply to cases of offences which give rise to simple administrative proceedings against the Insured Party, or to proceedings for intentional damage.

b) Defence in Civil Proceedings;

Guarantees the Insured Party, in the event of an accident resulting from the use of the insured bicycle during the practice of bicycle touring as a leisure activity, the payment of legal expenses related to their personal defence in civil proceedings, brought against by third parties to claim damages as a result of said accident.

c) Claims for Damages Resulting from Bodily Injury;

Guarantees the Insured Party the friendly and judicial complaint before third parties responsible for compensations due, arising from injuries or death, as a consequence of the accident resulting from the use of the insured bicycle during the practice of bicycle touring as a leisure activity.

d) Claims for Material Damage

Guarantees the Insured Party the extrajudicial and judicial complaint before third parties responsible for compensations due to them, arising from material damages caused to them, as a direct consequence of the accident resulting from the use of the insured bicycle during the practice of bicycle touring as a leisure activity.

3. TERRITORIAL SCOPE

This insurance is only valid for events occurring in Mainland Portugal and Madeira and Azores Islands, unless another destination is expressly defined in the Particular Conditions.

4. TEMPORAL SCOPE

The Insured Party is only entitled to the guarantees provided by the Insurer when the facts that gave rise to the Dispute have occurred after the entry into force and before the date of termination of this Coverage.

5. EXCLUSIONS:

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

- a) Proceedings or disputes between the Insured Parties, including the Policyholder;**
- b) Proceedings or disputes between any Insured Party and the Insurer;**
- c) The bicycle rider, riding under the influence of alcohol (above the legally prescribed limit), narcotics, other drugs or toxic products;**
- d) Disputes where the intervention of a lawyer or solicitor is already taking place, before the Managing Body's due diligence proceedings provided for in this Coverage;**

- e) **All expenses and fees related to facts, acts or provision of services occurred before the Managing Body's confirmation of the full activation of the guarantees foreseen in this Policy and all expenses, namely lawyer's or solicitor's fees, and legal fees related to proceedings proposed by the Insured Party, without the Management Body's prior agreement and without prejudice to paragraph 6. SUMMARY TABLE OF GARANTIES, CAPITAL AND LIMITS;**
- f) **Any amounts which the Insured Party is ordered to pay by way of:**
 - 1. **Request from third parties in the proceedings and corresponding interest;**
 - 2. **Attorney's Office and prosecution costs of the opposing party.**
- g) **Any amounts relating to fines, penalties, taxes or other taxes and judicial taxes in criminal proceedings, except those payable by the assistant in criminal proceedings;**
- h) **Criminal or civil defence of the Insured Party arising from their intentional conduct;**
- i) **Insured Party's defence in disputes occurring after the event and based on assigned, subrogated or arising rights from solidarity credits;**
- j) **Services not explicitly foreseen in the above described guarantees;**
- k) **Claims occurred during or as a result of the practice of sports and competition in general, either in the competition itself or in practice/training, betting or challenges;**
- l) **Administrative offence proceedings.**

6. RIGHTS OF THE INSURED PARTY

In addition to the Coverages and Guarantees provided for in this Special Condition, the Insured Party has the right to:

- 1. **Freely choose a lawyer, or any other legally qualified person, to defend, represent or serve their interests, in the following cases:**
 - a) **Lawsuits;**
 - b) **Conflicts of interest with the Managing Body.**
- 2. **Resort to arbitration in the event of a dispute resulting from a difference of opinion between them and the Managing Body, without prejudice to, at its own expense, pursuing the proceedings or appeal not advised by the Management Body, but shall be reimbursed for the legal expenses and solicitor's fees whenever the arbitration decision or final judgement is in their favour.**
- 3. **Be expressly informed by the Managing Body whenever a case of conflict of interest arises, either of the existence of such conflict or of the rights referred to in this item's paragraphs 1 and 2.**

4. The conflict of interest arises, *inter alia*, from the fact that the Managing Body guarantees the Legal Protection coverage to both parties under dispute.

7. OBLIGATIONS OF THE INSURED PARTY

The Policyholder or Insured Party has the obligation to:

- a) Provide the Managing Body with any type of information that it may know at any time in connection with the claim and, in relation to the claim, assist in the investigations, particularly in the event of intervention by the police authorities, the corresponding Occurrence Report;
- b) Immediately transmit to the Managing Body all notices, summonses, requests, letters, subpoenas and, in general, all judicial or extrajudicial documents that relate to the claim and are addressed to them;
- c) Consult the Managing Body about any transaction proposals addressed to them under penalty of not doing so, forfeiting the rights related to the Legal Protection coverage guaranteed by this contract;
- d) Reimburse the Managing Body, within the periods established in this contract, for any and all advances granted under this Policy's guarantees;
- e) This reimbursement shall be immediate if the Insured Party fails to carry out the consultation referred to in sub-section c);
- f) Provide the Managing Body with itemized invoices for guaranteed expenses.

8. PROCEDURES IN CASE OF CLAIM

1. In order to activate the guarantees, the Insured Party must previously report the claim to their Insurance Company and request the intervention of the Legal Protection Service within 3 months from the date of the accident, except in cases of proven force majeure.
2. In case of Criminal or Civil defence, the Insured Party shall activate the coverage within 5 days immediately after receiving any communication from the competent authorities that forces them to intervene, as Defendant.
3. After activation of this Coverage, the Managing Body shall inform the Policyholder or the Insured as soon as possible, in writing and in a reasoned manner if it concludes that:
 - a) The event is not covered by the policy guarantees;
 - b) The claim has no chance of success.
4. In the case mentioned in paragraph b) of the previous paragraph, the Insured Party, and in accordance with Paragraph 8. SUMMARY TABLE OF COVERAGES, CAPITAL AND LIMITS, shall be reimbursed by the Managing Body in accordance with the Policy's guarantees limits for the expenses borne, should their claim be accepted by the courts.

5. Following acceptance of the claim filled, the Managing Body shall take the appropriate steps to resolve the dispute amicably. The attempt to resolve the dispute amicably shall, in these cases, always be promoted directly by the Managing Body, so that no costs shall be incurred in this regard by intervention of the Lawyers or Solicitors chosen by the Policyholder or Insured Parties or, should the Insured Party be a minor, their legal representatives.

6. Where recourse to the courts is made or there is a conflict of interest between the Managing Body and the Insured Party, the latter shall have the right to a free choice of lawyer.

7. Professionals appointed by the Insured Party and accepted by the Managing Body shall enjoy all the freedom in the technical direction of the dispute, without depending on the instructions of the Managing Body, which is also not responsible for its actions or the outcome or procedure. Nevertheless, the appointed professionals shall keep the Managing Body informed of their performance and evolution of their process, sending copies of all procedural documents.

8. SUMMARY TABLE OF COVERAGES, CAPITAL AND LIMITS

LEGAL PROTECTION

Guarantees	Capital and Limits
Defence in Criminal 1. Proceedings	EUR 500.00
2. Defence in Civil Proceedings	
3. Claims for Damage Due to Body Injuries	
Complaint for Material 4. Damage	

Notes:

1. Compensation limits indicated for coverages 1, 2, 3 and 4 shall also apply for the total of those coverages.
2. The amounts shown include VAT or other legal rates in force.
3. For the purposes of paragraph 1.(1.2) of Chapter II of this Special Condition, it is agreed that, should you need this coverage, contact the Managing Body:

Inter Partner Assistance, S.A. - Branch (Portugal)

Av da Liberdade 38 -7º - 1269-069 Lisboa
Telephone: 213 102 423 Fax: 213 528 167
Email: gestao.sinistros@ip-assistance.com

Provide your name and Policy number and refer the elements in your possession.

FLYER

Bicycles pack, a special coverage that includes a set of 10 assistance services, with several compensation limits, available 24 hours a day.

We highlight transport services in case of accident, replacement bicycle, damages to clothing and footwear, legal protection, referral to hospital and bicycle guard, if necessary.

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