



Individual Travel Protection Personal Accident Insurance

General and Special Conditions of the Policy

Customer information line: 210 042 490 / 226 089 290
Personalised attendance available every
business day from 08h30 to 19h00

www.ocidental.pt

CONTENTS

General Conditions

05 PRELIMINARY ARTICLE

05 CHAPTER I – DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT

05 ARTICLE 1 - DEFINITIONS

07 ARTICLE 2 - OBJECT AND GUARANTEES OF THE CONTRACT

07 ARTICLE 3 - SCOPE OF THE CONTRACT

08 CHAPTER II – MAIN COVERAGE

08 ARTICLE 4 - DEATH

08 ARTICLE 5 - PERMANENT TOTAL DISABILITY

09 ARTICLE 6 - DEATH OR PERMANENT TOTAL DISABILITY

10 CHAPTER III – SUPPLEMENTARY COVERAGE

10 ARTICLE 7 - TEMPORARY DISABILITY

11 ARTICLE 8 - ABSOLUTE TEMPORARY DISABILITY DUE TO HOSPITAL INTERNMENT

11 ARTICLE 9 - TREATMENT AND REPATRIATION EXPENSES

11 ARTICLE 10 - FUNERAL EXPENSES

12 CHAPTER IV – EXCLUSIONS

12 ARTICLE 11 - ABSOLUTELY EXCLUDED RISKS

13 ARTICLE 12 - RELATIVELY EXCLUDED RISKS

14 CHAPTER V – INITIAL AND SUPERVENING RISK STATEMENT

14 ARTICLE 13 - DUTY TO MAKE AN INITIAL RISK STATEMENT

15 ARTICLE 14 - DELIBERATELY FRAUDULENT BREACH OF THE DUTY TO MAKE AN INITIAL RISK STATEMENT

15 ARTICLE 15 - NEGLIGENT BREACH OF THE DUTY TO MAKE AN INITIAL RISK STATEMENT

16 ARTICLE 16 - RISK INCREASE

17 CHAPTER VI - PAYMENT AND ALTERATION OF PREMIUMS

17 ARTICLE 17 - PREMIUM DUE DATE

17 ARTICLE 18 - COVERAGE

17 ARTICLE 19 - PREMIUM PAYMENT NOTICE

17 ARTICLE 20 - NON-PAYMENT OF PREMIUMS

18 ARTICLE 21 - ALTERATION OF THE PREMIUM

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

18 ARTICLE 22 - START AND DURATION OF THE CONTRACT

19 ARTICLE 23 - TERMINATION OF THE CONTRACT

19 ARTICLE 24 - EXPIRY OF THE CONTRACT

19 ARTICLE 25 - CANCELLATION OF THE CONTRACT

19 ARTICLE 26 - FREE CANCELLATION

20 ARTICLE 27 - NULLITY OF THE CONTRACT

20 ARTICLE 28 - TERMINATION OF THE INDIVIDUAL GUARANTEES

20 CHAPTER VIII - OBLIGATIONS AND RIGHTS OF THE PARTIES

20 ARTICLE 29 - OBLIGATIONS OF THE INSURANCE POLICYHOLDER AND INSURED PERSON

21 ARTICLE 30 - OBLIGATIONS OF THE INSURER

22 CHAPTER IX – BENEFICIARIES

22 ARTICLE 31 - BENEFICIARIES

22 ARTICLE 32 - ALTERATION OF BENEFICIARY

22 CHAPTER X – PROCESSING OF THE INDEMNITY

22 ARTICLE 33 - RESTORATION OF THE SUM INSURED

23 ARTICLE 34 - SETTLEMENT OF THE INSURED AMOUNTS

23 ARTICLE 35 - MEDICAL ADVISORY BOARD

24 ARTICLE 36 - COEXISTENCE OF CONTRACTS

24 CHAPTER XI – MISCELLANEOUS PROVISIONS

24 ARTICLE 37 - MISCELLANEOUS PROVISIONS

24 ARTICLE 38 - COMMUNICATIONS AND NOTIFICATIONS

24 ARTICLE 39 - SUBROGATION

24 ARTICLE 40 - LAW APPLICABLE TO THE CONTRACT

25 ARTICLE 41 - JURISDICTION

Special Conditions – Personal Accident Insurance Individual Travel Protection

25 PRELIMINARY ARTICLE

25 ARTICLE 1 - DEFINITIONS

25 ARTICLE 2 - SCOPE OF THE CONTRACT

27 ARTICLE 3 - BASE COVERAGE

27 ARTICLE 4 - OPTIONAL COVERAGE

29 ARTICLE 5 - EXCLUDED RISKS

31 ARTICLE 6 - SUBSCRIPTION AGE LIMIT AND PERMANENCE IN THE CONTRACT

31 ARTICLE 7 - MISCELLANEOUS PROVISIONS

31 ANNEXES

General Conditions

PRELIMINARY ARTICLE

1. Ageas Portugal Companhia 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: Ageas Portugal Companhia 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 agreed 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 the sum of 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 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;
 - e) circumstances known to the Insurer, especially when public and notorious.
4. Before signing the contract, the Insurer should clearly inform the potential Insurance Policyholder or Insured Person about the duty referred to in number 1, as well as the arrangement in the event of its breach, under penalty of incurring third party liability, under the general terms.

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 Individual Travel Protection

Special Conditions

PRELIMINARY ARTICLE

The Personal Accident Insurance Individual Travel 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.
- d) **MAIN DOMICILE**: domicile where the Insured Person lives on a permanent basis.

Article 2 - Scope of the contract

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

2. Accidents are covered when occurred during travel starting in Portugal and during permanence in the destinations indicated in the Particular Conditions, Individual Certificate or Endorsement of the policy.

3. Accidents occurred over 50 km away from the usual domicile of the Insured Person, or over 20 km away in the case of the Autonomous Regions of the Azores and Madeira are considered to be covered by this contract. Any incidents occurred during the use of means of public passenger transport or private vehicle in travel covered by this policy are also

considered to be covered, exclusively if the Insured Person has, for this travel, a transport ticket or accommodation booking for the destination located in the conditions referred to at the beginning of this number.

4. For temporary contracts, the guarantees of the present contract are exclusively valid for Insured Persons resident in Portugal, when travelling for the period indicated in the Particular Conditions, Individual Certificate or Endorsement. In the case of a return trip using public passenger transport, in the event of the occurrence of a delay of the means of transport, duly confirmed and which delays the end of the journey beyond the period defined in the Particular Conditions, the contracted guarantees are considered in force up to the effective arrival at the terminal of the transport that is delayed, up to the limit of 24 hours beyond the end date mentioned in the Particular Conditions.

5. For contracts with minimum duration of one year and annual renewal, unless established otherwise in the Particular Conditions, Individual Certificate or Endorsement, the guarantees of the present contract are exclusively valid for Insured Persons in travel situations and provided that they are resident in Portugal. For the effects of the insurance, travel is considered the movement and permanence abroad or in Portugal, provided that away from the Insured Person's place of main domicile, up to the period of 90 days. In any case, the regular movement to and from the place of work and main domicile of the Insured Person is not considered travel for the effects of the insurance.

6. For contracts with minimum duration of one year and annual renewal, unless established otherwise in the Particular Conditions, Individual Certificate or Endorsement, the guarantees of the contract expire on the date when the Insured Person changes 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.

7. 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, with the practice of another sport being excluded.

8. Unless established otherwise in the Particular Conditions, Individual Certificate or Endorsement, exclusively extra-professional risk is guaranteed as well as professional risk that does not exceed common traveller risk, namely professional risk exclusively related to administrative and commercial tasks, attendance of congresses and similar situations. All other professional risks are excluded.

9. By explicit agreement in the Particular Conditions, Individual Certificate or Endorsement, the following guarantee extensions may also be contracted under this contract:

Winter Sports: Derogating any provisions otherwise in these Special Conditions and in the General Conditions of the insurance, the amateur and non-federated practice, outside competitions and their training, of Winter Sports (snow ski and snowboard) are covered.

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. 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, Individual Certificate or Endorsement.

3. The indemnities relative to the Permanent total disability and Death coverage are cumulative, which means that if the Insured Person, within the period of two years counted from the date of the accident, dies as a consequence of this accident, the death benefit shall be paid entirely, regardless of any Permanent total disability indemnity which may have been attributed or paid relative to the same accident.

4. Travel Assistance

The Insurer guarantees the Insured Person the payments due to Assistance derived from an Accident or Illness occurred Abroad, covered by this Policy under the terms of Annex I, derogating, for effect of the Travel Assistance coverage, the provisions to the contrary in the General Conditions of the Personal Accident Insurance Policy.

Article 4 - Optional coverage

1. 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.

2. Personal Baggage

The Insurer undertakes to pay for the financial compensation, up to the limit of the amount established for the effect in the Particular Conditions, Individual Certificate or Endorsement, of losses derived from Fire, Robbery, Baggage Gone Astray of the Insured Person during travel. In the case of Fire and Baggage Gone Astray, the risk shall be guaranteed while the baggage is under the custody of the transport operator or during its permanency in hotels or airports. Robbery covers the unlawful removal of the insured Baggage, when carried out with violence or through burglary.

a) Baggage is defined as the clothing and personal sanitary articles normally transported during travel, as well as the respective cases, bags and other analogous items;

b) the indemnity payable under the present coverage, without prejudice to the limit of the sum insured, is sub-limited to the value of €500.00 per object or item. When compensation is paid for losses incurred by the transport operator, hotels or other persons responsible, the respective values shall be deducted from the amount of the indemnity payable by the Insurer;

c) in the case of an incident covered by the present contract, the Insured Person's obligations include:

I. I. immediate issue of a complaint to the transport operator, hotel or other entity responsible, obtaining supporting evidence for the complaint;

II. immediately notify the police authorities, in the case of Robbery, obtaining supporting evidence of this notification;

III. report the incident to the Insurer, within the maximum period of 30 days from the date of its occurrence.

3. Hospital daily cash

In the case of an accident covered by the present policy, which results in the Insured Person's absolute temporary disability, the Insured Person shall be paid, for the maximum period of 360 days and during hospital internment, the daily allowance established in the Particular Conditions, Individual Certificate or Endorsement. The present coverage may be subject to the deductible indicated in the Particular Conditions, Individual Certificate or Endorsement, and the indemnity shall only be payable if the period of hospitalisation is above the defined deductible.

4. Personal 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 (defined as non-professional activities), during travel or sojourns which result in bodily or material injury caused to third parties.

The guarantee given under this coverage includes third party liability for acts or omissions causing third party liability 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, Individual Certificate or Endorsement.

In the case of an incident, apart from the obligations defined in the General Policy Conditions, 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) deliberately fraudulent acts or omissions;
- b) breach of the provisions in article 29 of the General Conditions of the Personal Accident insurance (obligations of the Insurance Policyholder and Insured Person in the case of an incident).

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

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

Article 5 - Excluded risks

1. Without prejudice to the exclusions established in the General Conditions, the scope of this insurance also excludes:

- a) Any infectious diseases regardless of how the disease was contracted;
- b) Accidents derived from the practice of big game hunting, horse riding, paint ball, parkour, power boating, jet ski, canoeing, rafting, diving, kitesurf, skysurf, winter sports, parachute jumping, ballooning, bull-fighting, hang-gliding, bungee jumping, trekking, speleology, motor-free flying, abseiling, boxing, martial arts, mountain biking, cross-country, motor-biking, car racing, karting and other similarly dangerous sports, unless any guarantee extension has been contracted which explicitly identifies the practice of any of these sports in the Particular Conditions, Individual Certificate or Endorsement.

2. The scope of this insurance also excludes the following coverage:

- a) Personal Baggage

I. money, cheques, credit cards, travel tickets, shares, certificates or any other credit securities or similar, jewellery, watches, glasses, mobile telephones, objects whose composition includes precious metals or stones, works of art, collections, traded articles and samples, weapons, documentation, information formats (disks, diskettes, magnetic bands and similar), fur coats, portable recorders, computers and other information system or electronic equipment;

II. damage caused to cameras, filming and ski equipment, unless explicitly agreed otherwise in the Particular Conditions, Individual Certificate or Endorsement and by charging the respective additional premium.

b) Personal Third party liability

I. damage derived from road accidents caused by vehicles which, under the terms of the legislation in force, are required to be insured;

II. damage to assets or objects belonging to third parties entrusted to the Insured Person for safekeeping, use, work or other purpose;

III. damage caused to third parties derived from contractual and professional third party liability;

IV. 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;

V. 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;

VI. all damage occurred when the Insured Person, by law or legal negotiation, is in the custody or supervision of third parties.

VII. damage derived from the possession, use or ownership of animals;

VIII. damage imputed to the Insured Person in the capacity of owners, lessees, usufructuaries, tenants or possessors, in any capacity, of properties or divisions;

IX. liability for damage caused to the partners, administrators, directors, managers and legal representatives of the legal person whose liability is guaranteed;

X. criminal, administrative offence or disciplinary liability;

XI. indemnities payable by the Insured Person for punitive damage, exemplary damage, vindictive damage and other of similar nature;

XII. liability for environmental changes, in particular those directly or indirectly caused by pollution or contamination of the ground, water or atmosphere, as well as those due to the action of smoke, vapour, vibrations, noise, smells, temperature, humidity, electrical currents or harmful substances;

XIII. lost profit or similar loss;

XIV. damage cause by the action of electromagnetic fields.

c) Travel Assistance

Those established in Annex I, relative to the conditions applicable to the present coverage.

Article 6 - Subscription age limit and permanence in the contract

1. The present contract can only be subscribed by persons up to the age of 79 years old, and after 70 years old only the Death and Personal Baggage coverage can be subscribed.

2. For annual contracts, at the end of the annuity of the insurance in which the Insured Person reaches the age of 70 years old, all the contract guarantees automatically cease, except for Death and Personal Baggage coverage. At the end of the annuity in which the Insured Person reaches the age of 80 years old, all the insurance guarantees cease.

Article 7 - Miscellaneous provisions

For everything not foreseen in the present Special Conditions, Particular Conditions, Individual Certificate or Endorsement the provisions contained in the General Conditions of the Personal Accident Insurance Policy are applicable.

ANNEXES

ANNEX I – SPECIAL CONDITION - CONDITIONS OF TRAVEL ASSISTANCE COVERAGE

DEFINITIONS

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

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 21 004 24 90 (+351 21 004 24 90 when abroad).

The coverage stipulated in the present Special Condition is applicable all over the world.

The guarantees of the policy Abroad have a validity period of 90 days after leaving Portuguese territory and during permanence Abroad, unless indicated otherwise in the Particular Conditions, Individual Certificate or Endorsement of the Policy.

1. Guarantees of the Travel Assistance Coverage:

Coverage	Limits of Capital and Deductibles
<p>1) <u>Medical, Surgical, Pharmaceutical and Hospitalisation Expenses Abroad</u> If, as a consequence of an accident or illness, the Insured Person requires medical, surgical, pharmaceutical or hospital assistance abroad, the Insurer, through the Assistance Services, shall pay, up to the established limit or shall reimburse by prior and justifying agreement:</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>Any surgical intervention shall only be the Insurer's responsibility, through its Assistance Services, if urgent, indispensable and unable to be postponed until the Insured Person returns to Portugal.</p>	<p>€5,000.00 per incident</p> <p>Deductible €50.00 per incident</p>
<p>2) <u>Medical, pharmaceutical and hospitalisation expenses in Portugal</u> If, as a consequence of an accident or illness occurred in Portugal during the Policy's validity period and over 150 km away from the usual domicile of the Insured Person, he/she requires medical, surgical, pharmaceutical or hospital assistance, and provided that duly justified with conformation of the sojourn and transport expenses for the travel in question, 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) the expenses related to ambulance transport or other appropriate means, from the place of the Incident to the closest clinic or hospital.</p>	<p>€1,000.00 per incident</p> <p>Deductible €50.00 per incident</p>
<p>3) <u>Emergency dental expenses abroad</u> In situations of dental emergencies affecting the Insured Person, during the Policy's validity period, the Insurer undertakes liability for the emergency medical and pharmaceutical expenses appropriate to the situation and in accordance with the guidance and opinion of its medical team.</p>	<p>€300.00</p>
<p>4) <u>Medical information and advice</u></p>	<p>Unlimited</p>

Coverage	Limits of Capital and Deductibles
<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> <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 medical assistance 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 as 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.</p> <p>The medical advice does not constitute medical diagnosis nor is it intended to replace it.</p>	
<p>5) <u>Medical control</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>	Unlimited
<p>6) <u>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 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. 	Unlimited

Coverage	Limits of Capital and Deductibles
<p>7) <u>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>The Insured Person shall be responsible for the cost of the medication, duties and customs expenses.</p>	<p>Unlimited</p>
<p>8) <u>Contribution to Sojourn Expenses</u></p> <p>Once the Guarantee for Medical Assistance Abroad has been activated, and if, due to medical prescription, the Insured Person needs to extend his/her stay for convalescence or recovery, the Insurer shall pay the respective expenses in a hotel up to the stipulated limits.</p>	<p>Per day: €75.00</p> <p>Maximum Limit: €500.00 per incident</p>
<p>9) <u>Escort of the Insured Person Hospitalised Abroad</u></p> <p>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</p> <p>Per day: €75.00</p> <p>Maximum Limit: €500.00 per incident</p>
<p>10) <u>Travel Ticket for the Early Return of the Insured Person</u></p> <p>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>11) <u>Search and Transport of Lost Baggage</u></p> <p>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>

Coverage	Limits of Capital and Deductibles
<p>12) <u>Transport or Repatriation after Death</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>13) <u>Coffin Expenses</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>14) <u>Cancellation or Interruption of Travel</u> in the case of Cancellation or Interruption of programmed or initiated Travel due to force majeure, the Insurer, through its Assistance Service, guarantees the reimbursement of the irrecoverable transport and accommodation expenses, up to the maximum limit defined as follows:</p> <p>If the cancellation occurs between the 59th and 30th day before the start of travel - payment of 10% of the expenses carried out;</p> <p>If the cancellation occurs between the 29th and 10th day before the start of travel - payment of 40% of the expenses carried out;</p> <p>If the cancellation occurs between the 9th day before the start of travel and the actual day of travel - payment of 100% of the expenses carried out;</p> <p>In the case of interruption of travel - payment of 100% of the expenses carried out.</p> <p>Force majeure is defined as death occurred in Portugal of the spouse of the Insured Person or his/her ancestors or descendants up to the 1st degree, as well as the serious illness of the Insured Person, his/her spouse or any ancestors or descendants of both up to the 1st degree.</p> <p>The incidents covered by this guarantee should be documented by:</p> <p>a) transport ticket; b) receipts confirming the expenses incurred with the travel and accommodation; c) death certificate in the case of the death of the Insured Person, spouse, ancestors or descendants up to the 1st degree;</p>	<p>Maximum: €1,000.00 per incident</p>

Coverage	Limits of Capital and Deductibles
<p>d) medical report, in the case of serious illness affecting the Insured Person, spouse, ancestors or descendants up to the 1st degree.</p>	
<p>15) <u>Flight Delay</u> in case of Flight Delay for a period above 15 hours, the Insurer, through its Assistance Service, guarantees the Insured Person the reimbursement of the accommodation expenses up to the maximum limit established in paragraph 11 provided that the Air Carrier does not contribute to these expenses.</p> <p>The incidents covered by this guarantee should be justified by the following documents:</p> <p>a) transport ticket; b) receipts corresponding to accommodation expenses incurred; c) declaration issued by the Air Carrier confirming:</p> <p>I - the flight delay above 15 hours; II - that no contribution was made to accommodation expenses by this Air Carrier.</p>	<p>Per day: €50.00</p> <p>Maximum Limit: €250.00</p>
<p>16) <u>Loss of Flight Connections</u> If the Insured Person loses a connection between two flights due to the delayed arrival of the aircraft, the Insurer guarantees, through its Assistance Services, the accommodation expenses up to the stipulated limit.</p>	<p>Per day: €150.00</p> <p>Maximum Limit: €1,500.00 per incident</p>
<p>17) <u>Delay in Receiving Baggage</u> Reimbursement is guaranteed for acquisition of clothing or hygiene articles, up to the stipulated limit, of expenses caused by delays in recovery of Baggage of the Insured Person during air travel, provided that the delay is above 12 hours.</p> <p>This guarantee excludes delays that may occur in the arrival of Baggage to the airport of the country of origin when coincident with the usual residence of the Insured Person.</p> <p>The Insured Person must submit, for reimbursement purposes, the Declaration of Missing Baggage issued by the Air Carrier with the following information:</p> <p>a) name of the passenger (or group of which the passenger is a member);</p>	<p>Maximum per Article: €250.00</p> <p>Maximum Limit: €1,000.00 per incident</p>

Coverage	Limits of Capital and Deductibles
<p>b) flight number; c) number of labels on the baggage; d) claim number.</p>	
<p>18) <u>Legal Assistance Abroad</u> The Insurer undertakes, up to the established limits: 1 - Defence in Criminal Proceedings: Assure the Insured Person's defence in criminal proceedings, if accused of involuntary manslaughter or infraction of the laws and regulations relative to driving as a consequence of a road accident. 3 - Claim for Damage: 2.1 Amicable or judicial claim for financial compensation for damage derived from bodily or material injury incurred Insured Person, provided that they arise from a road accident whose responsibility is not attributed to the Insured Person; 2.2 The Insurer shall not file a lawsuit or appeal against a judicial decision: a) when it considers that it does not present sufficient probability of success; b) when, according to the information obtained, the third party considered responsible is insolvent; c) when it considers that the proposed settlement made by the entity responsible is fair and sufficient; d) when the value of the losses, whether material or bodily, does not exceed the amount corresponding to the highest national minimum wage in force on the date of the incident. 2.3 The Insured Person may, however, in any case and against the opinion of the Insurer, file or continue the lawsuit at its own expense. If a more favourable outcome is achieved than that proposed by the Insurer, the Insurer shall reimburse the Insured Person for the expenses legitimately made.</p>	<p>€1,000.00</p>
<p>19) <u>Emergency support Abroad</u> The Insurer shall place at the disposal of the Insured Person, through the 24H line, a series of useful services and advice in the case of difficulties or incidents occurred abroad, such as translator, advice in the case of loss or theft of documents, personal belongings, re-issue of documents, useful contacts of entities such as consulates, embassies, etc.</p>	<p>Unlimited</p>
<p>20) <u>Advance of funds Abroad</u> In the case of baggage or monetary values that is robbed or has gone astray, not recovered within 24 hours, the Insurer shall advance the necessary sums to replace the disappeared assets up to the stipulated limit. These amounts shall be reimbursed to the Insurer by the Insured Person</p>	<p>€1,500.,00</p>

Coverage	Limits of Capital and Deductibles
within the maximum period of 15 days after having returned to Portugal.	
<p>21) <u>Treatment expenses in Portugal, exclusively in the case of ski accidents</u></p> <p>The Insurer shall pay, up to the maximum limit, the cost of the necessary expenses for treatment of injuries incurred as a consequence of snow ski/snowboard activities covered by the insurance contract, provided that conducted on Portuguese territory, after the injured Insured Person has returned to his/her usual domicile. The Insurer is responsible, through its Assistance Services, for organising all the clinical acts to be conducted in Portugal.</p> <p>This guarantee is valid exclusively if the Winter Sports (snow ski/snowboard) guarantee extension is subscribed.</p>	<p>€3,000.00 per incident</p> <p>Deductible €75.00 per incident</p>
<p>22) <u>Payment of crutches in the case of ski accidents</u></p> <p>In the case of an Accident of the Insured Person occurred during ski/snowboard activities which leads to the Insured Person needing to use crutches, the Insurer, through the Assistance Services, shall pay the cost up to the established limit.</p> <p>This guarantee is valid exclusively if the Winter Sports (snow ski/snowboard) guarantee extension is subscribed.</p>	<p>€30.00</p>
<p>23) <u>Transport from the Medical Centre to the ski station</u></p> <p>As a consequence of an accident occurred abroad during snow ski, the Insurer shall pay the cost of the Insured Person's transport from the Medical Centre to the Ski Station, if the illness or injury does not imply the early return of the Insured Person.</p> <p>This guarantee is valid exclusively if the Winter Sports (snow ski/snowboard) guarantee extension is subscribed.</p>	<p>€1,500.00</p>
<p>24) <u>Ski slope rescue expenses</u></p> <p>In the case of an accident occurred on a ski slope, the Insurer shall pay the cost of removal, made with rescue means provided by the Ski Resort, and transport of the injured Insured Person, from the slope to the Station's Medical Centre or, if necessary, to the closest Hospital to the Resort.</p> <p>This guarantee is valid exclusively if the Winter Sports (snow ski/snowboard) guarantee extension is subscribed.</p>	<p>€1,500.00</p>

2. This coverage does not include 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 21 004 24 90 (+351 21 004 24 90 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.

3. Losses incurred as a consequence of the following are excluded from the Travel Assistance coverage:

- a) work accidents whose incident or requested assistance guarantees are covered by a Work Accident policy.**
- b) events occurred before the entry into force of the present contract.**
- c) deliberate fraud of the Insured Person or following 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) acts of war, strikes, riots and disturbances to public order.**
- f) direct or indirect effect of explosion, release of heat and radiation, derived from nuclear fission or fusion, acceleration of particles or radioactivity.**
- g) payment of fines or other penalties due to criminal or administrative offences.**
- h) commitment of any deliberately fraudulent or seriously culpable acts or omissions by the Insured Person, Beneficiaries or persons for whom they are civilly liable.**

i) any conduct of the Insured Person contrary to the law, namely participation in acts of sabotage, disturbance to public order or brawls.

4. 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.

5. 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.

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