



# Portable Electronic Device Theft Insurance

## Associated with the 'Millennium GO! Júnior' Solution

### General and Special Conditions of the Policy

**Customer Service: 210 042 490 / 226 089 290**

Personalized customer service available all business days from 8:30 a.m. to 7:00 p.m.

Cost of a call to the national fixed network

[www.ocidental.pt](http://www.ocidental.pt)

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## General Conditions of the Laptop Theft Insurance Associated with the 'Millennium GO! Júnior' Solution

### PRELIMINARY ARTICLE

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1. Ageas Portugal – Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder, both further identified in the Particular Conditions, conclude this insurance contract which is regulated by the General Conditions and Particular Conditions and, if contracted, the Special Conditions.
2. The personalisation of this contract is made in the Particular Conditions along with the identification, including the tax identification number of the parties and their respective domicile, data from the Insured Person, data from the Insurer representative for the purpose of Claims, the insured capital or the method for its determination as well as the determination of the Premium or formula for its calculation.

## CHAPTER I DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT

### ARTICLE 1 – DEFINITIONS

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

**POLICY:** Set of documents that title the insurance contract, including the Insurance Proposal, General Conditions, Special Conditions and Particular Conditions and any additional documents that supplement or amend them.

**INSURER:** Ageas Portugal – Companhia de Seguros, S.A., an entity legally authorised to exercise the insurance activity, and which subscribes this contract with the Policyholder.

**POLICYHOLDER:** The natural or legal Person who concludes this contract with the Insurer, being responsible for the premium payment.

**INSURED PERSON:** Natural or legal Person holding the safe interest and subject to the risks that, according to the agreed, are the objective of this contract.

**CLAIM:** Verification, in whole or in part, of the event that triggers the activation of the risk coverage provided for in this contract.

**ROBBERY:** An act carried out with the intention of stealing a mobile asset from another person, through violence against a person, threat with imminent danger to life or to physical integrity.

**INSURED CAPITAL:** Represents the maximum benefit amount to be paid by the Insurer per claim or insurance annuity, in accordance with these contractual terms.

**PREMIUM:** Amount paid by the Policyholder to the Insurer in return for the risks taken by the Insurer.

**DEDUCTIBLE:** The amount that, in case of a claim, is payable by the Insured Person, the amount of which is stipulated in the Particular Conditions of the Policy.

**PORTABLE ELECTRONIC DEVICE:** Mobile electronic equipment, small enough to be manually held and operated, used for storing, recording and/or transmitting text, image, video or sound, such as, including but not limited to, Smartphones, Tablets, Smartwatches.

## **ARTICLE 2 – OBJECT AND GUARANTEES OF THE CONTRACT**

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This contract guarantees, under the terms of the General, Special and Particular Conditions of the Policy, damages or losses to the Insured Person as a direct result of the Equipment Theft defined in the contract's Special Condition.

## **ARTICLE 3 – TERRITORIAL AND TEMPORAL SCOPE**

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Unless otherwise expressly agreed to in the Particular Conditions, this contract shall only take effect in relation to events occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores.

## **ARTICLE 4 – EXCLUSIONS**

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1. In addition to the exclusions provided for in the Special and Particular Conditions, under the coverage of this Policy, the following are excluded:
- a) benefits relating to claims arising from the deliberate misconduct of any of the Insured Persons;
  - b) benefits relating to claims arising from the Insured Person's action or omission when the latter has an alcohol level equal to or greater than 0.5 g/L or when they are under the influence of narcotics without medical prescription or when they are unable to control their actions;
  - c) liability resulting from accidents due to acts of war, civil war, invasion, hostilities, rebellion, insurrection, usurped military power or attempts to usurp power, terrorism, sabotage, assaults, strikes, riots and lock-outs.

## **CHAPTER II INITIAL AND SUPERVENING RISK STATEMENT**

### **ARTICLE 5 – DUTY OF INITIAL RISK STATEMENT**

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1. The Policyholder or Insured Person is required, prior to signing the contract, to accurately declare all circumstances of which they are aware and should reasonably deem to be significant to the Insurer's risk assessment.
2. The provision in the preceding paragraph is also applicable to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.

## ARTICLE 6 – DELIBERATELY FRAUDULENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT

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1. In the event of deliberately fraudulent breach of the duty referred to in paragraph 1 of the preceding article, the contract may be annulled by a declaration sent to the Policyholder by the Insurer.
2. In the absence of a claim, the statement referenced in the preceding paragraph must be sent within three months of becoming aware of the breach.
3. The Insurer is not obligated to cover an incident that occurs before becoming aware of the deliberate breach referred to in paragraph 1 or within the deadline provided for in the preceding paragraph, following the general annulment regime.
4. The Insurer has the right to the premium due by the end of the deadline referred to in paragraph 2, unless the Insurer or its representative has engaged in gross or deliberate negligence.
5. In the event of deliberate misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, the premium is due until the end of the contract.

## ARTICLE 7 – NEGLIGENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT

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1. In case of negligent breach of the duty referenced in Article 5(1), the Insurer may, through a statement sent to the Policyholder within three months after becoming aware:
  - a) propose an alteration to the contract, setting a deadline of no later than 14 days, to send the acceptance or, if admitted, the counteroffer;
  - b) ceasing the contract, and demonstrating that they do not under any circumstances conclude contracts for coverage of the risk related to the omitted or inaccurately stated fact.
2. The contract ceases to be effective 30 days after the statement of termination has been sent or 20 days after receipt of the proposed alteration by the Policyholder, if there is no answer or it is rejected.
3. In the case referenced in the previous paragraph, the premium is returned *pro rata temporis*, taking into account the existing coverage.
4. If, prior to termination or alteration of contract, a Claim occurs whose verification or consequences have been influenced by a fact relative to which there have been negligent omissions or inaccuracies:
  - a) the Insurer shall cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact;
  - b) the Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they known of the omitted or inaccurately stated fact, shall not cover the claim and are only bound to refund the premium.

## ARTICLE 8 – RISK INCREASE

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1. The Policyholder or the Insured Person, has the duty, during contract execution, within 14 days after becoming aware of the fact, to communicate in writing or by other means that ensures a permanent record to the Insurer, of all circumstances that increase the risk, provided that, had they been known to the Insurer at the time of entering the contract, they might have influenced the decision to enter the contract or within the contract conditions.

2. Within 30 days of becoming aware of the risk increase, the Insurer may:

- a) submit a proposal for contract modification to the Policyholder, which must be accepted or refused within an equal timeframe, after which the proposed modification is deemed approved;
- b) terminate the contract by showing that under no circumstances is the Insurer to enter contracts that cover risks with characteristics resulting from such risk increase.

3. Termination of the contract takes effect 14 days from the date in which the termination statement was sent.

## ARTICLE 9 – CLAIMS AND RISK INCREASE

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1. If, before contract termination or alteration under the terms provided for in the preceding article, a Claim occurs whose verification or consequence has been influenced by the risk increase, the Insurer:

- a) cover the risk, making the agreed instalment, if the risk increase was correctly and timely reported before the Claim or before the deadline provided for in paragraph 1 of the preceding article;
- b) partially covers the risk by reducing its instalment in proportion to the premium actually charged and that which would be due on basis of the real circumstances of the risk, if the increase was not correctly and timely reported before the Claim;
- c) may refuse coverage in the event of deliberate misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, and retain the right to outstanding premiums.

2. In the situation provided for in subparagraphs a) and b) of the previous paragraph, with the risk increase resulting effectively from the Policyholder or Insured Person, the Insurer is not required to pay the benefit if it demonstrates that under no circumstances does it conclude contracts that cover risks with the characteristics resulting from that risk increase.

## CHAPTER III PAYMENT AND ALTERATION OF PREMIUMS

### ARTICLE 10 – PREMIUM DUE DATE

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1. Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due on the date of contract conclusion.

2. Subsequent instalments of the initial premium, subsequent annuity premiums and successive annual instalments are due on the contractually established dates.

3. The variable amount premium portion relating to value adjustment and, where applicable, the premium portion corresponding to contract changes are due on the dates indicated in the respective notices.

### ARTICLE 11 – COVERAGE

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

## ARTICLE 12 – PREMIUM PAYMENT NOTICE

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1. While the contract remains in force, the Insurer must notify the Policyholder in writing of the amount payable, as well as the payment method and place, at least 30 days prior to the date on which the premium, or its instalments thereof, become payable.
2. The notice must legibly state the consequences of non-payment for the premium or its instalment.
3. In insurance contracts where it is agreed to pay the premium in instalments every three months or less and in which contractual documentation indicates the due dates of the successive instalments of the premium and the respective amounts payable, as well as the consequences of their non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it must provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

## ARTICLE 13 – NON-PAYMENT OF PREMIUMS

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1. Non-payment of the initial premium or its first instalment on the due date determines the automatic termination of the contract from the date of its conclusion.
2. Non-payment of the subsequent annuities or the first instalment on the due date shall prevent the extension of the contract.
3. Non-payment determines the automatic termination 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 portion of a variable amount premium;
  - c) an additional premium resulting from contract modification based on a supervening risk increase.
4. Non-payment, by the due date, of an additional premium resulting from a contractual amendment determines the inefficiency of the alteration, replacing the contract with the scope and conditions in force prior to the intended modification, unless sustainability of the contract proves impossible, in which case it is terminated on the due date of the unpaid premium.

## ARTICLE 14 – ALTERATION OF THE PREMIUM

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If there is no alteration in risk, any alteration of the premium applicable to the contract shall only take effect on the following annual maturity.

## CHAPTER IV TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT

### ARTICLE 15 – START OF COVERAGE AND EFFECTS

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1. The day and time in which risk coverage begins are indicated in the contract, without prejudice to the provisions of Article 11.
2. That established in the preceding paragraph is equally applicable to the start of the contract, if it is different from the start of the risk coverage.



## ARTICLE 16 – DURATION

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1. The contract indicates its duration, which may be for a specified and fixed period or for one year renewable for further periods of a year.
2. The contract effects cease at midnight on the last day of its term.
3. The extension provided for in paragraph 1 does not take effect if either party terminates the contract by written statement sent to the addressee with a minimum advance of at least 30 days prior to the extension date or if the Policyholder fails to pay the premium.

## ARTICLE 17 – ARRANGEMENTS FOR CONTRACT TERMINATION

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1. In addition to the possibility of withdrawal provided for in paragraph 3 of the preceding Article, the contract may cease by expiration, revocation through agreement between parties or by termination.
2. This contract expires at the end of the stipulated validity period, if any, and in the event of supervening loss of interest or extinction of risk and whenever the total of the insured capital is verified for the period of contract validity without the anticipated need for the replacement of such capital.
3. If the contract has been concluded at a distance, the Policyholder, who is a natural person, has the right to terminate the contract without just cause, within 14 days immediately after the date of receiving the Policy.
4. Without prejudice to the provisions of the preceding paragraph, the contract may be terminated by the parties at any time, with just cause, through registered post.
5. The amount of the premium returned to the Policyholder in the event of early contractual termination is calculated in proportion to the period of time that would elapse from the date of coverage termination until contract maturity, except for a different calculation agreed to by the parties based on an acceptable reason, such as the guarantee of technical separation between annual insurance and temporary insurance pricing.
6. Termination of the contract takes effect at midnight on the day in which it is effective.

## CHAPTER V OBLIGATIONS AND RIGHTS OF THE PARTIES

### ARTICLE 18 – OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON

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1. In the event of an incident covered by this contract, the Policyholder or the Insured Person undertake:
  - a) to communicate this fact in writing to the Insurer, within the shortest possible timeframe, never more than eight days from the day of the occurrence or the day in which it was discovered, explaining its circumstances, possible causes and consequences;
  - b) to provide the Insurer with the relevant information requested in relation to the claim, its causes and its consequences;

2. Breach of the provisions of sub-sections a) to b) of the preceding paragraph shall determine:
- a) the reduction of Insurer benefit in view of the damage by which the breach causes it;
  - b) the loss of coverage if breach is deliberate and it has been determined to have caused significant damage to the Insurer.

## **CHAPTER VI**

### **MISCELLANEOUS PROVISIONS**

#### **ARTICLE 19 – INTERVENTION BY INSURANCE INTERMEDIARY**

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1. No insurance intermediary is deemed to be authorised, on behalf of the Insurer, to enter into or terminate insurance contracts, to contract upon or amend the obligations arising thereof, or to validate additional statements, except as provided for in the following paragraphs.
2. The Insurance Intermediary to whom the Insurer has granted the necessary powers of attorney, in writing, may enter into insurance contracts, contract upon or amend the obligations arising thereof or validate additional statements, on behalf of the Insurer.
3. Notwithstanding the lack of specific powers for this purpose on behalf of the insurance intermediary, the insurance is deemed effective when there are strong and objectively appraised reasons, taking into account the circumstances of the case, that justify the Policyholder's confidence in good faith legitimacy of the insurance agent, provided that the Insurer has also contributed to establishing the Policyholder's confidence.

#### **ARTICLE 20 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN PARTIES**

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1. Communications or notifications from the Policyholder or the Insured Person provided for in this policy are considered valid and effective if they are conveyed to the Insurer's head office or branch, as appropriate.
2. The communications provided for in this contract must be in writing or delivered via another means that leaves a durable record.
3. The Insurer is only obligated to send the communications provided for in this contract if the recipient of the communication is duly identified in the contract, and the communication is considered valid if forwarded to the corresponding address contained in the Policy.

#### **ARTICLE 21 – APPLICABLE LAW, COMPLAINTS AND ARBITRATION**

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1. The applicable law governing this contract is Portuguese law.
2. Complaints by the Policyholder/Insured Person or other interested parties may be submitted to the Insurer's services, in the Complaints Books, through the Customer Ombudsman and the Autoridade de Supervisão de Seguros e Fundos de Pensões [Insurance and Pension Funds Supervisory Authority] ([www.asf.com.pt](http://www.asf.com.pt)). In the event of a dispute, the parties may have additional recourse to the following Alternative Dispute Resolution Entity: CIMPAS - Centro de Informação, Mediação, Provedoria e Arbitragem de Seguros [Insurance Information, Mediation, Ombudsman and Arbitration Centre] ([www.cimpas.pt](http://www.cimpas.pt)) or to the courts.

## Article 22 – JURISDICTION

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

### **Special Condition for Electronic Device Theft Insurance Associated with the ‘Millennium GO! Júnior’ Solution**

The Portable Electronic Device Theft Insurance which benefits subscribers of the Millenniumbcpc Millennium GO! Júnior Solution integrates the General Conditions of the Policy and this Special Condition which, in case of doubt, shall prevail over the General Conditions.

## ARTICLE 1 – DEFINITIONS

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For the purpose of this special condition, the following definitions shall apply:

**POLICYHOLDER:** Banco Comercial Português, S.A., in this Special Condition also referred to as ‘Millenniumbcpc’.

**INSURED PERSON:** The first demand deposit Account Holder associated with the Millenniumbcpc Millennium GO! Júnior Solution.

**EQUIPMENT:** The portable electronic device owned by the Insured Person.

## ARTICLE 2 – START AND DURATION OF THE COVERAGE

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1. Without prejudice to the prior premium payment, risk coverage begins, in regard to each Insured Person, at midnight on the day following that in which the Insured Person became a holder of the Millennium GO! Júnior Solution.

2. Coverages cease automatically on the first of the following dates:

- a) on the date the Insured Person ceases to be a subscriber of the Millennium GO! Júnior solution;
- b) on the date the Demand Deposit account is closed.

3. This contract is entered into for an initial period of one year and is extended successively, at the end of the stipulated term, for further periods of one year.

## ARTICLE 3 – OBJECT AND GUARANTEES OF THE CONTRACT

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1. When contracted, this Special Condition guarantees indemnity for damages to the Insured Person as a direct result of the Equipment Theft under the terms of Article 1 of this Condition.

## ARTICLE 4 – EXCLUSIONS

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Without prejudice to the exclusions provided for in the General Conditions, this insurance contract does not guarantee the following situations:

- a) losses or damages already existing on the date of the incident;

b) the value of objects that have not been reported to the police shall not be refunded.

## ARTICLE 5 – INSURED CAPITAL

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1. This contract guarantees a maximum capital of €250.00 per annuity.
2. In case of a claim, the indemnity value shall correspond to the value of replacement for a new equipment, with identical characteristics, up to the cap of insured capital.

## ARTICLE 6 – DEDUCTIBLE

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In case of a claim, a €50.00 deductible shall apply.

## ARTICLE 7 – OBLIGATIONS OF THE INSURER

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1. The Insurer shall replace the Insured Person in the settlement of any claim that, under this contract, occurs during the contract's validity period.
2. The investigations and expert examinations necessary for the recognition of the claim and the assessment of damages must be performed by the Insurer with the appropriate promptness and diligence, under penalty of being liable for losses and damages.
3. The indemnity shall be paid 30 days after the investigations and necessary assessments for the recognition of Insurer liability and the establishment of the amount of damages have been completed.

## Article 8 – Obligations of the Insured Person

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1. The Insured Person undertakes to report the occurrence to the competent authorities within 24 hours, providing the Insurer with the document proving such occurrence report.
2. In case of an incident covered by this contract, the Insured Person, under penalty of being liable for losses and damages, undertakes to notify the Insurer in writing and in a detailed manner, within eight days from the moment when they know or are presumed to have knowledge of any act or fact that may eventually result in liability guaranteed by this policy and to participate it.
3. Damages covered by this policy shall only be indemnified when documents proving the purchase of the stolen assets are presented.