



Family Civil Liability Insurance

Associated with the Prestige Programme

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

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CONTENTS

General Conditions of Family Civil Liability

Associated with the Prestige Programme

04	PRELIMINARY ARTICLE
04	CHAPTER I – DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE CONTRACT
04	ARTICLE 1 – DEFINITIONS
05	ARTICLE 2 – OBJECT AND GUARANTEES OF THE CONTRACT
05	ARTICLE 3 – TERRITORIAL AND TEMPORAL SCOPE
05	ARTICLE 4 – EXCLUSIONS
07	CHAPTER II – INITIAL AND SUPERVENING RISK STATEMENT
07	ARTICLE 5 – DUTY OF INITIAL RISK STATEMENT
07	ARTICLE 6 – DELIBERATELY FRAUDULENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT
08	ARTICLE 7 – NEGLIGENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT
08	ARTICLE 8 – RISK INCREASE
09	ARTICLE 9 – CLAIMS AND RISK INCREASE
09	CHAPTER III – PAYMENT AND ALTERATION OF PREMIUMS
09	ARTICLE 10 – MATURITY OF PREMIUMS
10	ARTICLE 11 – COVERAGE
10	ARTICLE 12 – PREMIUM PAYMENT NOTICE
10	ARTICLE 13 – NON-PAYMENT OF PREMIUMS
10	ARTICLE 14 – ALTERATION OF THE PREMIUM
11	CHAPTER IV – TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT
11	ARTICLE 15 – START OF COVERAGE AND EFFECTS
11	ARTICLE 16 – DURATION
11	ARTICLE 17 – ARRANGEMENTS FOR CONTRACT TERMINATION
12	CHAPTER V – MAIN BENEFIT PROVIDED BY THE INSURER
12	ARTICLE 18 – BENEFIT LIMITS
12	ARTICLE 19 – DEDUCTIBLE
13	ARTICLE 20 – INSUFFICIENT CAPITAL
13	ARTICLE 21 – PLURALITY OF INSURANCE
13	CHAPTER VI – OBLIGATIONS AND RIGHTS OF THE PARTIES
13	ARTICLE 22 – OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON
14	ARTICLE 23 – OBLIGATIONS OF THE INSURER TO REFUND EXPENSES INCURRED DUE TO CLAIM WITHDRAWAL AND MITIGATION
15	ARTICLE 24 – SUBROGATION
15	ARTICLE 25 – LEGAL DEFENCE

- 15 ARTICLE 26 – OBLIGATIONS OF THE INSURER
- 16 ARTICLE 27 – INSURER’S RIGHT OF RECOVERY

- 16 **CHAPTER VII – MISCELLANEOUS PROVISIONS**
- 16 ARTICLE 28 – INTERVENTION OF THE INSURANCE INTERMEDIARY
- 17 ARTICLE 29 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES
- 17 ARTICLE 30 – APPLICABLE LAW, COMPLAINTS AND ARBITRATION
- 17 ARTICLE 31 – JURISDICTION

- 17 **Special Conditions – Prestige Programme**
- 17 ARTICLE 1 – DEFINITIONS
- 18 ARTICLE 2 – SCOPE OF COVERAGE
- 18 ARTICLE 3 – EXCLUSIONS
- 19 ARTICLE 4 – START OF COVERAGE EFFECTS
- 18 ARTICLE 5 – DURATION OF THE CONTRACT
- 19 ARTICLE 6 – INSURED CAPITAL
- 19 ARTICLE 7 – OBLIGATIONS OF THE INSURER
- 19 ARTICLE 8 – OBLIGATIONS OF THE INSURED PERSON
- 20 ARTICLE 9 – DEDUCTIBLE

General Conditions of Civil Liability

PRELIMINARY ARTICLE

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, 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

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.

THIRD PARTY: Individual or entity, who as a result of a loss covered by this policy, suffers an injury which causes damages which, in accordance with the terms of civil law and this Policy, require reparation or indemnity.

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

BODILY INJURY: That which affects the physical or mental health of a Third Party.

MATERIAL DAMAGE: That which affects any movable or immovable object.

PROPERTY DAMAGE: That which can be ascertained in monetary terms, must be repaired or indemnified.

NON-PROPERTY DAMAGE: That which cannot be ascertained in monetary terms, but must be compensated through compliance with a monetary obligation.

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 contract.

ARTICLE 2 – OBJECT AND GUARANTEES OF THE CONTRACT

1. The present contract guarantees, pursuant to the General, Special and Particular Conditions, the obligation to indemnify based on extra-contractual civil liability that, under civil law, may be due to the Insured Person, or to persons for whom the latter is civilly liable, for Property and Non-Property Damage resulting from Bodily and Material Injuries, caused to Third Parties and who are not excluded by the Policy.

2. Without prejudice to the foregoing, the contract's object and guarantees may be changed by agreement between the parties in the Special or Particular Conditions.

ARTICLE 3 – TERRITORIAL AND TEMPORAL SCOPE

1. Unless otherwise expressly agreed in the Particular Conditions, this contract covers Claims occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores.

2. The guarantee given by this Policy covers the Insured Person's civil liability for acts or omissions generating civil liability that occurred during the validity period of the Policy and that are claimed, unless expressly agreed otherwise in the Particular Conditions, up to the maximum period of two years after its expiry.

ARTICLE 4 – EXCLUSIONS

In addition to the exclusions provided for in the Special and Particular Conditions, under the coverage of this Policy, the following are excluded:

- a) liability arising from any deliberate acts or omissions by the Insured Person, its assistants and proxies and all those for whom the Insured may be civilly liable, except where their coverage is established by law;**
- b) damages caused to employees, salaried staff or representatives of the Insured Person, when in the service of the Insured Person, provided that such damages result from an accident covered by Workers' Compensation or occupational illness legislation;**

- c) liability for damages caused to partners, officers, directors, managers and legal representatives of the legal person whose liability is guaranteed;
- d) liability for damages caused to any persons whose liability is guaranteed by this contract, as well as the spouse or person living in a de facto union with the Insured Person, ascendants, descendants or other persons who cohabit with them or are dependent on them;
- e) criminal, administrative infraction, or disciplinary liabilities;
- f) 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;
- g) liability resulting from accidents due to direct or indirect effects of explosion, heat or radiation resulting from nuclear fission or fusion and radioactivity, as well as accidents due to the effects of radiation caused by the artificial acceleration of radioactive particles;
- h) damages caused under the influence of alcohol, narcotics or other drugs or toxic products, or in a state of mental disorder;
- i) damages caused by accidents involving vehicles that, pursuant to the law, must be subject to mandatory civil liability insurance, as well as other risks which, pursuant to the law, must be covered by covered by other mandatory insurance;
- j) compensation payable by the Insured Person for punitive damages, exemplary damages, vindictive damages and others of a similar nature.

2. Unless otherwise agreed in the Particular and Special Conditions, and without prejudice to other exclusions contained therein, the present contract does not insure:

- a) damages caused to assets or objects belonging to Third Parties that have been entrusted to the Insured Person for safekeeping, use, work or another purpose;
- b) liability for construction, works, services rendered, products and the respective packaging produced, stored or supplied by the Insured Person, if the claims are motivated by error, omission, or latent defect which appears only after the express or tacit receipt of said goods, products or services;
- c) liability for the alteration of the environment, particularly damages directly or indirectly caused by pollution or contamination of the soil, water or atmosphere, as well as all those which are due to fumes, vapours, vibrations, noise, odours, temperatures, humidity, electrical current or hazardous substances;
- d) loss of earnings or similar losses;
- e) damages caused by the action of electromagnetic fields;
- f) liability resulting from a private agreement or contract, to the extent that it exceeds the liability to which the Insured Person would be bound in the absence of such agreement or contract.

CHAPTER II

INITIAL AND SUPERVENING RISK STATEMENT

ARTICLE 5 – DUTY OF INITIAL RISK STATEMENT

- 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.**
- 3. The Insurer who has accepted the contract, unless there is deliberate misconduct by the Policyholder or Insured Person with the intent to obtain an advantage, cannot take advantage:**
 - a) from the failure to answer the questionnaire;**
 - b) from an imprecise answer to a question formulated in too general terms;**
 - c) from the inconsistency or obvious contradiction in the answers to the questionnaire;**
 - d) a fact that its representative, at the time of entering into the contract, knew to be inaccurate or, when having been omitted, knew about;**
 - e) from circumstances known to the Insurer, in particular when they are public and notorious.**
- 4. The Insurer, before signing the contract, must explain the duty referred to in paragraph 1 to the eventual Policyholder or Insured Person, as well as the provisions governing breaches thereof, under penalty of incurring civil liability, in general terms.**

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

- 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 of 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

1. In the event of negligent breach to comply with the duty referred to in Article 6(1), the Insurer may, by a statement to be sent to the Policyholder, within three months of 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

1. The Policyholder or the Insured Person has the duty during contract execution, within 14 days after becoming aware of the fact, to communicate all circumstances that increase the risk to the Insurer, provided that these, had they been known by the Insurer when entering into the contract, might have influenced the decision to enter a contract or within the conditions of contract.

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 15 days from the date in which the termination statement was sent.

ARTICLE 9 – CLAIMS AND RISK INCREASE

1. If, before contract cessation or alteration under the terms provided for in the previous 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

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

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

ARTICLE 12 – PREMIUM PAYMENT NOTICE

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

- 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 a contractual amendment 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

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

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

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

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. **Without prejudice to the previous paragraph, in non-binding civil liability insurance, the Insurer may terminate the contract when two claims occur within a period of 12 months or, as the contract is annual, during the annuity.**

6. The amount of the Premium to be 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 cessation until contract maturity, except for a different calculation provided by the parties on the basis of an acceptable reason, such as the guarantee of technical separation between annual insurance and temporary insurance pricing.

7. Termination of the contract takes effect at midnight on the day in which it is effective.

8. Whenever the Policyholder differs from the Insured Person, the Insurer must notify the Insured Person of termination of the contract as soon as possible, no later than 20 days after the non-renewal or termination.

9. Termination of the contract takes effect 15 days from the date in which the termination statement was sent.

CHAPTER V

MAIN BENEFIT PROVIDED BY THE INSURER

ARTICLE 18 – BENEFIT LIMITS

1. The benefit due by the Insurer is always limited to the damage resulting from the incident up to the amount of the insured capital fixed in the Particular Conditions of the Policy, regardless of the number of people injured by an incident.

2. Unless otherwise agreed upon, established in the Particular Conditions:

- a) when the compensation attributed to the injured is greater than or equal to the insured capital, the Insurer shall not answer for the legal fees;
- b) when the compensation attributed to the injured is less than the amount insured, the Insurer is responsible for compensation and for the same expenses up to the limit of insured capital.

3. After the occurrence of a Claim, the insured capital is automatically repaid, without prejudice of the payment by the Policyholder of the supplementary premium corresponding to its replacement.

ARTICLE 19 – DEDUCTIBLE

1. By express agreement, a portion of compensation due to third parties may be sustained by the Policyholder or the Insured Person, but this limitation of guarantee is not enforceable to them.

2. It is the responsibility of the Insurer, in the event of a request for third party compensation, to account in full for compensation due, without prejudice to the

right of refund for the deductible amount applied under the terms of the preceding paragraph.

ARTICLE 20 – INSUFFICIENT CAPITAL

1. If there are several injured parties in the same claim with the right to compensation that, in total, exceeds the amount of insured capital, the rights of the injured parties against the Insurer are reduced proportionally up to the payment of that amount.

2. If the Insurer, in good faith and due to lack of knowledge of other claims, makes the payment of compensation amounting to a value greater than that resulting from the provisions of the previous paragraph, the amount exceeding the insured capital is released to the other injured parties.

ARTICLE 21 – PLURALITY OF INSURANCE

1. When the same risk relating to the same interest is insured by several Insurers for an identical period, the Policyholder or the Insured Person must notify the Insurer of this circumstance as soon as they become aware of it, as well as when reporting the Incident.

2. The fraudulent omission of the above information exonerates the Insurer from providing the corresponding benefits.

3. The claim verified in the scope of the contracts referred to in paragraph 1 must be indemnified by any of the insurers, chosen by the Insured Person, within the limits of the respective obligation, without prejudice to the insurers involved in compensation for the damage covered being mutually liable in the proportion that each one would have to pay if there were a single insurance contract.

4. The provision of paragraph 2 is not enforceable by the Insurer against the injured party.

CHAPTER VI OBLIGATIONS AND RIGHTS OF THE PARTIES

ARTICLE 22 – OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON

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 take the measures within their power to prevent or limit the consequences of the Incident;
- c) to provide the Insurer with the relevant information requested in relation to the claim, its causes and its consequences;
- d) not to prejudice the Insurer's right of subrogation to the rights of the Insured Person against the third party responsible for the Incident, arising from the coverage of the Incident by the Insurer.

2. Breach provided for in subparagraphs a) to c) in the preceding paragraph determines, except as provided for in the following paragraph:

- 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.**

3. The provisions of the preceding paragraph are not enforceable by the Insurer towards the injured party.

4. In the event of non-compliance with the provisions of paragraph 1 a), the penalty provided for in paragraph 2 is not applicable when the Insurer has knowledge of the Incident by any other means during the eight days provided for in that subparagraph, or the bound party proves that he could not reasonably have effected the communication due at a time prior to the time at which he did effect said communication.

5. Breach with the provisions of paragraph 1 d) determines the liability of the default party up to the limit of compensation paid by the Insurer.

ARTICLE 23 – OBLIGATIONS OF THE INSURER TO REFUND EXPENSES INCURRED DUE TO CLAIM WITHDRAWAL AND MITIGATION

1. The Insurer pays the Policyholder or the Insured Person the expenses incurred in compliance with the duty set out in paragraph 1 b) of the previous article, provided that these are reasonable and proportionate, even if the employed means prove ineffective.

2. The expenses indicated in the previous paragraph are paid by the Insurer in advance of the claim settlement date, when the Policyholder or the Insured Person requires refund, the circumstances do not prevent this and the claim is covered by the insurance.

3. The amount due by the Insurer under the terms of paragraph 1 is deducted from the amount of the available insured capital, unless it corresponds to expenses incurred in compliance with specific determinations from the Insurer or its autonomous coverage resulting from the contract.

ARTICLE 24 – SUBROGATION

1. The Insurer who has paid the compensation is subrogated, to the extent of the amount paid, to the rights of the Insured Person against the Third Party responsible for the incident.
2. The Policyholder is liable, up to the limit of compensation paid by the Insurer, for an act or omission that undermines the rights provided for in the preceding paragraph.

ARTICLE 25 – LEGAL DEFENCE

1. The Insurer may intervene in any judicial or administrative proceedings in which the obligation to indemnify is discussed, whose risk is the subject of the contract, bearing the costs incurred thereof.
2. The Insured Person must provide the Insurer with all information reasonably required by the Insurer and refrain from aggravating the substantive or procedural position of the Insurer.
3. When the Insured Person and the injured party have taken out insurance with the same Insurer or if there is any other conflict of interest, the Insurer must inform the interested parties of this circumstance.
4. In the case provided for in the previous paragraph, the Insured Person, frustrated with the dispute resolution by agreement, may entrust his defence to whomever he wishes, and the Insurer, unless otherwise agreed, must assume the costs arising in proportion to the difference between the amount proposed by the Insurer and that obtained by the Insured.
5. The Insurer, who has not provided consent nor acknowledgement on behalf of the Insured Person, of the right to payment of compensation that is made to the Insured is unenforceable.

ARTICLE 26 – OBLIGATIONS OF THE INSURER

1. The Insurer replaces the Insured Person in the amicable or litigious settlement of any Claim that, under this contract, occurs during the period of validity of the contract, bearing the expenses up to the limit of the insured capital, including legal expenses, arising from such settlement, and subject, for this purpose, to the lawsuits of injured third parties or their descendants.
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 Insurer must pay compensation, or authorise repair for the damage, as soon as the investigations and necessary valuations for the recognition of Insured Person liability and the establishment for the amount of damages have been completed.

4. Once 30 days have elapsed following the conclusions of the investigations and expert reports provided for in the preceding paragraph without the payment of the indemnity or authorisation for repair of the damage, due to a cause that is unjustified or attributable to the Insurer, interest is due at the legal rate in force on, respectively, the amount of said indemnity or the average price at market values of the repair of the damage.

ARTICLE 27 – INSURER’S RIGHT OF RECOVERY

1. Once compensation has been paid, the Insurer has the right to recovery, regarding the amount spent, against the insurance Policyholder or the Insured Person, by:

- a) deliberate acts or omissions of the Policyholder or Insured, or of persons for whom the Policyholder or Insured Person is civilly liable;
- b) breach with the provision of article 22(1) a) to c);

2. The provision in the preceding paragraph is also applicable against the Policyholder or the Insured Person who has wrongfully injured the Insurer after the claim.

CHAPTER VII MISCELLANEOUS PROVISIONS

ARTICLE 28 – INTERVENTION OF THE INSURANCE INTERMEDIARY

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 the part of the insurance agent, 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 in the insurance agent’s legitimacy, provided that the Insurer has also contributed to establishing the Policyholder’s confidence.

ARTICLE 29 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES

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. Any communications or notifications made under the terms of the preceding paragraph to the address of the Insurer's representative not established in Portugal regarding the claims covered by this Policy are equally valid and fully effective.

3. The communications provided for in this contract must be in writing or delivered via another means that leaves a durable record.

4. 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 30 – APPLICABLE LAW, COMPLAINTS AND ARBITRATION

1. The applicable law governing this contract is Portuguese law.

2. Within the scope of this contract, complaints may be submitted to the Insurer's services identified in the contract, as well as to the Autoridade de Supervisão de Seguros e Fundos de Pensões [Insurance and Pension Funds Supervisory Authority] (www.asf.com.pt).

3. In disputes arising under this contract, recourse to arbitration may be made, filed in terms under the law.

ARTICLE 31 – JURISDICTION

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

Special Conditions – Prestige Programme

The family civil liability insurance which benefits subscribers of the Millenniumbcp Prestige Programme, includes the General Conditions of the Policy and these Special Conditions, which, in case of doubt, shall prevail over the General Conditions.

ARTICLE 1 – DEFINITIONS

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

INSURED PERSONS: The Insured Person, spouse, person who lives in *de facto* union and economically dependent children, residing in the same address, single and under the age of 24.

ARTICLE 2 – SCOPE OF COVERAGE

1. The purpose of this contract is to guarantee extra-contractual civil liability attributable to the insured person (the Holder of the bank account associate with

the Prestige Programme) for property and non-property damage resulting from bodily or material injuries caused to third parties in the scope of their private life within the limits set in the policy, namely:

- a) acts or omissions occurred or practised within the scope of their private life, being understood as non-professional activities;
- b) damage resulting from the possession or use of non-motorised vehicles, such as bicycles, non-motorised tricycles or any other vehicles for children, without motor, when driven by minors part of the Insured Person's household;
- c) acts or omissions of domestic workers, when performing their professional duties, under the Insured Person's service.

2. The guarantees of this contract are extended to the Insured Person's household, meaning therefore the group of people who cohabit with them under a common household economy, and which includes their spouse or person who lives in a *de facto* union, as well as descendants, adopted and under their economic dependence and under the age of 24 years.

ARTICLE 3 – EXCLUSIONS

1. These contractual guarantees exclude losses or damages caused;

- a) during the Insured Person or Insured Persons' professional activity;
- b) during shooting competitions of any sport integrated in championships, tournaments and respective training sessions;
- c) during hunting;
- d) during the practice of winter sports, aeronautics, mountaineering, spearfishing, cave diving, polo, water skiing, judo, wrestling, boxing, karate and other martial arts and parachuting;
- e) as a result of maintenance, repair and transformation works and expansion of buildings or units;
- f) by the possession, use or property of animals;
- g) while owner, lessee, usufructuary, tenant or holder, in any capacity, of real estate or units.

2. This contract does not guarantee the liabilities which, under the law, are subject to compulsory insurance.

3. Liability for damages caused to any persons whose liability is guaranteed by this contract, as well as the spouse or person living in a *de facto* union with the Insured Person, ascendants, descendants or other persons who cohabit with them or are dependent on them.

ARTICLE 4 – START OF COVERAGE EFFECTS

This contract takes effect from midnight of the day immediately following the acceptance of the proposal by the Insurer, unless the parties agree to another start date, which cannot, however, be prior to receipt of the proposal.

ARTICLE 5 – DURATION OF THE CONTRACT

- 1. This contract is entered into for one year to be continued for subsequent years and shall be considered successively renewed for annual periods.**
- 2. This contract shall cease to have any effect on the Insured Persons who lose their status as subscribers of the Prestige Programme.**

ARTICLE 6 – INSURED CAPITAL

This contract guarantees a maximum capital of €150 000.00 per annuity, with a limit of €25 000.00 per injured party.

ARTICLE 7 – OBLIGATIONS OF THE INSURER

- 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 the former being liable for losses and damages.**
- 3. The indemnity shall be paid immediately after the investigations and necessary assessments for the recognition of Insured Person liability and the establishment of the amount of damages have been completed.**

ARTICLE 8 – OBLIGATIONS OF THE INSURED PERSON

In the event of an Incident covered by this contract, the Insured Person, under penalty of being liable for losses and damages, undertakes:

- a) to communicate to the Insurer, within 48 hours of the moment that they had or are presumed to have had knowledge of, any act or fact that could possibly result in liability guaranteed by this policy and submit a detailed written report within eight days;**
- b) to take all measures within their power to avoid or limit the consequences of the Incident.**

ARTICLE 9 – DEDUCTIBLE

In case of an incident that causes damages to eye glasses, televisions, computers, game consoles, mobile phones, iPads, iPhones, tablets and the like, a €150.00 deductible per claim shall apply.