

Allianz Global Assistance

# Seguro de Viagem



Global Assistance

Allianz 

# General Conditions

## Chapter I Defined Terms and scope of contract

### Preliminary Article

1. Between AGA International SA – Portugal Branch, with registered office at Av. do Brasil, N° 56 – 3° Piso, 1700-073 Lisboa, taxpayer nr. 980 359 546, hereinafter designated as the Insurer, and the Policyholder mentioned in the Specific Conditions, an insurance contract is entered into, to be governed by these General Conditions and by the Specific Conditions.
2. The specific aspects of this contract are provided in the Specific Conditions, which establish, among others, the identification of the Parties and their respective address or registered office, as well as the premium or the formula applicable for its calculation.

### Article 1 – Defined terms

1. In this contract, the terms and expressions provided below are given the following meanings:

- a) **Accident:** a fortuitous, sudden and unusual event resulting from an external and violent cause, outside the control of the Policyholder, the Beneficiary or the Insured Person, which occurs during the journey of the Insured Person and causes physical injuries that can be objectively verified through medical examination, that cause permanent disability or death.  
  
Allergic reactions and illnesses in general, in other words, changes in health for reasons other than trauma, as well as the conditions and disabilities that cannot be verified through medical examination, or are related to a nervous or mental condition that does not reveal specific symptoms rendering diagnosis unequivocal and indisputable, shall not be considered an accident;
- b) **Policy:** written document that provides evidence of the existence of the insurance contract entered into by the Policyholder and the Insurer.
- c) **Luggage:** items of clothing and personal hygiene that are usually transported during journeys, as well as the respective suitcases, bags or other similar articles;
- d) **Beneficiary:** the person in whose favour the Insurer's provision shall revert;
- e) **Maximum Benefit:** maximum level of cover of the benefits that will be paid by the Insurer;
- f) **General Conditions:** the set of contract provisions that define the framework and the main principles of the insurance contract;
- g) **Specific Conditions:** the set of contract provisions added to the general conditions of the insurance contract in order to complete or modify them;
- h) **Airline:** the legal entity that performs the transport of people and luggage in airplanes. For the purposes of this Policy, the Airline is SATA Internacional – Serviços e Transporte Aéreos S.A.;
- i) **Pre-existing Health Condition:** illness that the Insured Person must have, or should have, been aware of at the date that the Policy was underwritten, due to being subject to medical action or prior treatment or revealing evident signs / symptoms;
- j) **Residence:** the location where the Insured Person has established their usual place of residence and specified in the Specific Conditions.

#### **For the purposes of this Policy, the Insured Person shall have their Residence in Portugal;**

- k) **Relatives:** the spouse or civil partner, children, grandchildren, parents, grandparents, brothers, parents-in-law, sons and daughters-in-law and brothers and sisters-in-law of the Insured Person;
- l) **Excess:** the sum that, in the event of a Claim, shall be borne by the Insured Person if payment is made by the Insurer;
- m) **Theft:** Appropriation of moveable property by someone, with the unlawful intention of making it their own or giving it to another;
- n) **Insured Person or Insured Party:** natural person in whose benefit the insurance contract is executed.

#### **The Insured Person or Insured Party are persons indicated in the Specific Conditions and whose Residence is located in Portugal;**

- o) **Premium:** the Premium is the consideration given for the agreed coverage and includes all the sums that are payable by the Policyholder under the terms of the contract, namely the costs with covering the risk, the acquisition, management and collection costs, and the charges related to issuing the Policy. The Premiums specified in the Specific Conditions correspond to total premiums, for which reason they include tax and other costs of similar nature to be borne by the Policyholder;

- p) **Risk**: uncertainty associated to a future event, whether in relation to its actual occurrence, the time when it occurs or the losses that may result therefrom;
- q) **Robbery**: stealing moveable property, or coercion of the Insured Party to hand that property over, by someone who, with the unlawful intention of making it their own or giving it to another, employs violence against the Insured Party, by threatening with imminent danger to their life or physical integrity, or putting them in a situation where resistance is impossible;
- r) **Insurer**: the entity that is authorized by law to perform the activity of insurer and that enters into this insurance contract with the Policyholder;
- s) **Claim**: occurrence, totally or partially, of the event that leads to the activation of the risk coverage that is provided in the contract;
- t) **Policyholder**: the person or entity that executes the insurance contract with the Insurer, and is responsible for the payment of the Premium.

2. The titles of the articles in this Policy are merely indicative and shall not be used as a basis for the interpretation or integration of this contract.

3. If any of the provisions of this Policy are declared void or in any way invalid, ineffective or unenforceable, by an entity with authority to do so, such nullity, invalidity, ineffectiveness or unenforceability shall not affect the validity of the remaining provisions of this Policy, whereby the Parties shall agree, in good faith, to replace that provision with another which, to the extent possible, has similar effects.

## Article 2 - Scope

1. For the purposes of this insurance contract, the Insurer shall provide cover for certain risks of the Policyholder or a third party, specified in Chapter VIII, undertaking to perform the agreed actions in the event of the occurrence of an unforeseeable event provided in the contract, and the Policyholder undertakes to pay the respective Premium, fixed in the Specific Conditions.

**2. Without detriment to the provisions of the previous section, the risks referred to in Chapter VII will only be guaranteed by the Insurer provided the total travel period contracted does not exceed more than 90 (ninety) consecutive days (regardless of the period of time that has actually passed until the moment of the accident).**

**3. This Policy shall only apply to journeys by the Insured Person that are not made for business purposes.**

## Chapter II Start, Effective Term and Territorial Scope of the Contract

### Article 3 - Start and Effective Term of the Contract

**1. Coverage for cancellation of journey shall commence 24 (twenty-four) hours after underwriting the Policy. This shall occur on the same date as the reservation with the Airline, and shall be effective until the time and date that the first journey indicated in the Specific Conditions starts.**

2. The coverage regarding luggage and travel assistance shall become effective between the dates and times of the journeys indicated in the Specific Conditions.

**3. In the event that the Policyholder has only acquired a one way trip, the coverage mentioned in the above number shall be effective up to 24 (twenty-four) hours before the day of arrival at the destination specified in the Specific Conditions.**

4. The Policyholder may freely terminate the contract within 14 (fourteen) days without indicating a justification, as long as the journey indicated in the Specific Conditions has not already started.

### Article 4 – Territorial scope

Coverage is valid for flights with the destination anywhere in the world. **However, travel assistance coverage shall only enter into force when more than 30 Km away from the Residence of the Insured Person, or more than 15 Km away if that Residence is located in the Azores Is. or Madeira Is.**

### Article 5. – General exclusions

Under no circumstances are accidents that occur as a consequence of the following covered by this Policy:

- a) **Any accident the cause of which is known at the time the travel is purchased;**
- b) **Accidents that are the direct or indirect result of deceit, negligence or imprudence by the Policyholder, or any fraudulent, dishonest or illegal act or those contravening any government regulation or prohibition;**
- c) **Malicious acts, negligence by the Insured and self-inflicted injuries or suicide or attempted suicide;**

- d) Nuclear reaction or contamination by nuclear weapons or radioactivity;
- e) Infiltration, pollution, contamination;
- f) Earthquake, tidal wave, floods, volcanic eruptions, volcanic ash, cyclones, falling of sidereal bodies, meteorites or other natural catastrophes;
- g) Epidemics, Pandemics, quarantine;
- h) Financial insolvency or failure of a transportation company, travel or excursion organiser, hotel or any other supplier;
- i) Travel arranged or carried out against doctor's orders;
- j) Direct or indirect costs related to terminal sicknesses diagnosed before this Policy was taken out;
- k) Direct or indirect costs related to travel carried out with the purpose of engaging in treatments, consultations or medical examinations, regular check-ups, rehabilitation sessions, healing, aesthetic treatment or cosmetic surgery;
- l) Expenses arising from mistakes or omissions in the travel reservation;
- m) Expenses of obtaining, modifying or renewing visas, passports or any other documentation necessary for carrying out a trip;
- n) Accidents resulting from failure to fulfil indications issued by official or government institutions due to:
  - i) Trips, including their possible postponement, with destination in a certain country or geographical area;
  - ii) Strikes, riots, adverse climate conditions, civil unrest or contagious diseases.
- o) Any act of war, civil or foreign, declared or undeclared, civil disturbance or civil unrest, rebellion, revolution, insurrection, acts of terrorism or usurpation of power by military forces;
- p) Nuclear reactions or contamination by nuclear weapons or by radioactivity;
- q) The entire effect of a biological or chemical sources, substance(s), components or actions taken directly or indirectly with the purpose of alarming or destroying human life and/or creating public panic;
- r) Consumption of alcohol, drugs and narcotics, except those prescribed by a doctor and taken as indicated;
- s) Psychological, mental or nervous disorders, including depression, anxiety or stress;
- t) Accidents for which the appropriate action has not been take to prevent or minimise the risks covered by this Policy.

### **Chapter III**

#### **Duties of the Parties and the Insured Party**

##### **Article 6 – Duties of the Insurer**

In addition to the other obligations that result from the law or from this Policy, the Insurer shall:

- a) Guarantee exact performance and provision of the services set forth in this Policy;
- b) Keep all the information it becomes aware of within the scope of the execution or performance of the contract under confidence, as well as ensure that directors, workers, agents and other associates observe the duty of confidence, which shall subsist beyond the termination of their duties;
- c) Provide the Policyholder and the Insured Party with all the explanations required to correctly understand the procedures to adopt in the event of a claim.

##### **Article 7 – Duties of the Policyholder, the Insured Party and the Beneficiary**

1. In addition to the other obligations that result from the law or from this Policy, the Policyholder shall:

- a) Pay the Insurer the Premium fixed in the Specific Conditions ;
- b) Declare exactly all circumstances of which they are aware and should consider significant for the Insurer to assess risk;
- c) Inform the Insurer, while the contract is in force, as to alterations in risk within the scope of the information provided;

2. In addition to other obligations that result from the law or from this Policy, the Insured Party, the Policyholder and / or the Beneficiary further undertake to:

- a) In the event of a Claim, adopt the measures and take all the steps within their power to avoid further losses;
- b) Comply with the procedures provided in this Policy in the event of a Claim.

## Chapter IV Procedures in the event of a Claim

### Article 8 – Procedures in the event of a Claim

1. The occurrence of the Claim shall be communicated to the Insurer by the Policyholder, the Insured Party or the Beneficiary, within the period of time established in the contract for each type of coverage and benefit or, if this is not possible, during the 8 (eight) days immediately following the day they become aware of it.

2. The Policyholder, the Insured Person or the Beneficiary shall use the telephone number (+351) 21 004 93 90, available 24 (twenty-four) hours a day, both when in Portugal or abroad.

3. The communication made shall explain the circumstances under which the Claim occurred, its probable causes and the respective consequences.

4. The Policyholder, the Insured Party or the Beneficiary shall also provide the Insurer all the relevant information it requests with regard to the Claim and its consequences.

5. Requests for assistance that were not made to nor organized by the Insurer shall not entitle to reimbursement, compensation or indemnity of any kind.

6. Failure to observe the duties established in the above numbers shall result in the reduction of the benefits provided by the Insurer in view of the damage caused by the failure to comply with the duties established in this article.

7. Intentional failure to observe or incorrect performance of the duties established in this article, causing significant damage to the Insurer, shall result in loss of coverage.

### Article 9 – Due care

1. In the event of a Claim, the Policyholder and the Insured Party shall employ all the means within their power to prevent or limit losses.

2. That provided in the above number shall also apply to a party who is aware of this insurance as the Beneficiary.

3. Failure to observe the duties established in the above numbers shall result in the reduction of the benefits provided by the Insurer in view of the losses caused to this party by the failure to comply with the duties established in this article.

4. Intentional failure to observe or incorrect performance of the duties established in this article, causing significant damage to the Insurer, shall result in loss of coverage.

### Article 10 - Payment

1. The Insurer undertakes to satisfy the obligation under contract to whom it is payable, following confirmation of the occurrence of the Claim and its causes, circumstances and consequences.

2. For the purposes of that provided in the above number, and depending on the exact circumstances, prior quantification of the Claim's consequences may be necessary.

## Chapter V Premiums

### Article 11 - Premium and Premium due date

1. As consideration for the agreed coverage, the Policyholder undertakes to pay the Insurer the Premium fixed in the Specific Conditions.

2. The Premium corresponds to the effective term of the contract, whereby it is owed in its entirety.

3. The Premium is payable on the date of execution of the contract.

### Article 12 – Failure to pay premiums

1. Payment of the Premium is condition precedent for the coverage of risks.

**2. Failure to pay the Premium shall result in the immediate termination of the contract as of the date of its execution.**

3. The termination of the insurance contract due to failure to perform payment of the Premium, or part of an installment thereof, shall not release the Policyholder from the duty to pay the Premium corresponding to the period during which the contract has already been in effect, in addition to applicable late payment interest.

### **Article 13 – Payment by a third party**

The Premium may be paid by a third party according to the law or the Specific Conditions of the Policy, whether or not they are a third party in interest with regard to the performance of the obligation, applying the insurance contract legal regimen.

## **Chapter VI Termination**

### **Article 14 - Means of termination**

**The insurance contract shall cease to be effective according to the law, namely due to expiry, mutual termination, notice of termination and termination for cause.**

### **Article 15– Effects of termination**

1. The termination of the contract shall determine the expiry of the duties of the Insurer and the Policyholder.
2. The termination of the contract shall not prejudice the Insurer's duty to perform its obligation due to the coverage of the risk, as long as the Claim is prior to or simultaneous with the termination and even if it was the justification for the termination of the contract.

### **Article 16 - Expiry**

1. **The insurance contract shall expire according to the law, namely at the end of the effective term provided.**
2. **The insurance contract shall expire in the event of subsequent loss of interest or of inexistence of risk and whenever payment is made for the total value of the Benefits applicable to the effective term of the Contract.**

### **Article 17 - Mutual termination**

**The Insurer and the Policyholder may agree to terminate the insurance contract at any time.**

### **Article 18 – Termination for cause**

1. **The contract may be terminated by either party for cause, according to the law.**
2. **The Insurer shall not invoke the occurrence of a Claim as a relevant cause for the purposes of the above number.**

### **Article 19 – Refund of the Premium due to early termination**

1. If the insurance contract is terminated before the established effective term the Premium will be refunded, unless payment of benefit resulting from a Claim has already occurred.
2. The refund of the Premium is calculated *pro rata temporis*.

## **Chapter VII Miscellaneous Provisions**

### **Article 20 – Communications and Notices**

1. Communications and notices by the Policyholder or the Insured Party under the terms of this Policy shall be considered validly and effectively performed if sent to the registered office of the Insurer.
2. Unless otherwise specified in this Policy, the communications provided in this contract shall be performed in writing or by another means that permits registering the communication for future reference.
3. The Insurer is only required to send the communications provided in this contract if the addressee is duly identified in the contract, and the communications shall be considered validly performed if sent to the respective address set forth in the Policy.

## Article 21 – Multiple insurances

1. When the same risk, in relation to the same interest and during an identical period, is covered by more than one insurer, the Policyholder or the Insured Party shall inform all the insurers as to that fact, as soon as they become aware of this, as well as when they submit a Claim.

2. Fraudulent non disclosure of the information stated in the above number shall exempt the Insurer from its respective duties.

3. This Policy only operates as a complement to other insurance contracts entered into beforehand and providing coverage for the same risks.

## Article 22 – Subrogation and complementariness

1. After paying the indemnity or organizing the services provided in the Policy, the Insurer shall be entitled to subrogation, up to the value of the sum paid or the value of the services organized, of the rights of the Insured Party against a third party liable for the claim.

2. The Policyholder, the Insured Party or the Beneficiary shall be liable, up to the value of the indemnity paid or the value of the services organized, due to any omission that prejudices the rights provided in the above number.

3. A partial subrogation shall not prejudice the rights of the Insured Party or the Beneficiary in relation to the part of the risk that was not covered, when it has right to recoup together with the Insurer against a liable third party.

4. That provided in number 1 shall not apply:

- a) Against the Insured Party if they are answerable for the third party responsible, according to the law;
- b) Against the spouse, civil partner, parents and children of the Insured Party who live in their household, unless those third parties were intentionally responsible or if covered by insurance contract.

5. The benefits and indemnities provided in this Policy are paid in addition and as a supplement to other insurance taken out, indemnities by the organizers of the journey, payments from Social Security or any other welfare institution of which the Insured Person is a beneficiary.

6. The Insured Person undertakes to take all the steps necessary in order to obtain the benefits and payments mentioned in the above number and to return them to the Insurer if and to the extent that they were given to them in advance.

## Article 23 – Period of prescription

The rights arising from the insurance contract may no longer be invoked after five years counted from the date that the holder became aware of those rights, without prejudice to their standard prescription counted from the date of the fact that caused them.

## Article 24 – Applicable law

This insurance contract shall be governed according to Portuguese law.

## Article 25 – Complaints and arbitration

1. Complaints within the scope of this contract may be presented to the services of the Insurer identified in the contract as well as the Portuguese Insurance Institute ([www.isp.pt](http://www.isp.pt)).

2. Without prejudice to later recourse to the Courts, any disputes that may arise in relation to the applicability of this insurance contract, namely litigation regarding the validity, interpretation, performance or nonperformance of the insurance contract may be settled by means of arbitration, according to the applicable law.

## Article 26 – Jurisdiction

Without prejudice to the exceptions established in civil procedure law, the courts with jurisdiction to settle disputes arising from this contract are those established in civil law.

## Article 27 – Force Majeure

1. Any unforeseeable or inevitable event, outside the control of the parties, to which they did not contribute and that impedes the performance of duties or renders their performance extraordinarily difficult, is considered *force majeure*, for example:

- a) Natural disasters, such as quakes, floods, lightning or hurricanes;
- b) Serious accidents, such as explosions or landslides;
- c) Acts of war, declared or otherwise, or of sedition, declaration of state of siege, alert or emergency;

- d) Civil unrest, such as those caused by epidemics, insurrection, revolts, riots, strikes at companies / third parties, "lock-out", public and social demonstrations;
- e) Decisions taken by the authorities, such as embargoes, bans or restrictions of any nature, partial or total mobilization, quarantines and requisitioning.

2. The liability of the Parties due to the nonperformance or defective performance of the duties arising from this insurance contract, or the losses resulting therefrom, when that nonperformance or defective performance arise directly from the occurrence of a situation of *force majeure* as defined above, shall not apply.

3. In the event of the occurrence of a fact which, under the terms of this article, should be qualified as *force majeure*, the Parties shall develop their best efforts in order to adopt solutions that permit achieving the intended purpose for the execution of this insurance contract.

### Article 28 – Anti-corruption policy

1. None of the parties, their respective representatives, employees or collaborators shall practice, authorise or allow, either themselves or by their consent or ratification through an intermediary, any act that may lead to the failure to comply with any anti-corruption regulation or law. In particular, all undue payments to public officials, representatives of the public administration or their relatives or close friends are covered by this prohibition, whether or not they are compensation for an act or omission contrary to the duties of their post or representation.

2. None of the parties, their representatives, employees, collaborators or any third party acting on behalf of said party may, either themselves or by their consent or ratification through an intermediary, request or accept from the other party, the latter's representatives, employees, collaborators or any third party acting on behalf of said party, themselves or for a third party, an increase in wealth or other benefit, or the promise thereof, for any act or omission that constitutes a violation of their contractual, legal or functional duties or which is not owed to him or her due to the negotiation, signing or fulfilment of this Policy.

3. None of the parties, their representatives, employees, collaborators or any third party acting on behalf of said party may, either themselves or by their consent or ratification through an intermediary, give or promise to the other party, the latter's representatives, employees, collaborators or any third party acting on behalf of said party, an increase in wealth or other benefit which is not owed to him or her due to the negotiation, signing or fulfilment of this Policy or which constitutes a violation of their contractual, legal or functional duties.

4. The parties undertake to notify the other party immediately should they become aware of or suspect any specific situation that may fit into the previous clauses and be related to the negotiation, signing or fulfilment of this Policy.

5. The parties agree that any violation or founded suspicion of violation of the provision in this Article constitutes a ground for immediate cancellation of this Policy, without need for prior warning.

### Article 29 – Embargoes and international sanctions

No Insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Article 30 – General Provisions

1. For all intents and purposes, this Policy constitutes the entire agreement entered into between the Insurer and the Policyholder in relation to its subject matter. **After 30 (thirty) days have passed following the submittal of the Policy without the Policyholder citing any discrepancy between what was agreed and the wording of the Policy, the only discrepancies that may be invoked are those arise from written document or another means providing reference.**

2. Failure by the Insurer, Policyholder or Insured Person to demand the performance of any of the terms, conditions and duties provided in this insurance contract shall not be construed as a waiver of any rights, whereby that shall not constitute a precedent that alters any provision in this insurance contract, nor shall it be construed as a waiver of the performance of duties in the future, whereby these duties shall remain in effect in the future.

## Chapter VIII Risk coverage

### Section I Cancellation of journey

#### Article 31 - Description of coverage

1. The Insurer guarantees, up to the Maximum Benefit, the reimbursement of the value of the tickets acquired from the Airline when the Insured Person cancels their journey before departure due to:

- a) Serious illness, serious accident or death of the Insured Person or their Relatives, as defined in article 1.

By serious illness we understand any involuntary alteration of the state of health of the Insured Person or of



their Relatives, diagnosed by a doctor and which implies one of the following situations:

- Admission to hospital for a minimum of 24 hours and the occurrence of this situation within the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date;
- Temporary incapacity that continues during the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date.

By serious accident we understand any physical harm caused to the Insured Person, occurring fortuitously, suddenly and in an unforeseen manner, due to a cause not under the control of the Insured Person, in accordance with medical opinion and which implies one of the following situations:

- Admission to hospital for a minimum of 24 hours and the occurrence of this situation within the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date;
- Temporary incapacity that continues during the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date.

In the case of serious accident or illness of the Relatives of the Insured Person, whether insured by this Policy or not, we understand as serious whenever admission to hospital for a minimum of 24 hours is involved and the occurrence of this situation within the 7 (seven) days prior to travel, and the implication of imminent death for the persons mentioned.

- Serious damage, due to theft, fire or flooding at their Residence or place of business, whether owned by them or rented, if the Insured Person directly operates those facilities or is a self-employed professional who works there. The damage must have rendered the Insured Person's Residence or place of business inhabitable or create serious risk of further damage which justifies, indispensably and urgently, the presence of the Insured Person on dates when the journey was scheduled;
- Insured Person or Relatives, as they are defined in article 1, summoned for organ transplant, if called to perform the organ transplant after the reservation of the journey and underwriting the Policy and the transplant is to occur on the travel dates or, if before those dates, render the transplant on the scheduled date impossible;
- Insured Person or Relatives, as they are defined in article 1, summoned to perform important surgery: if called to perform the surgery after the reservation of the journey and underwriting the Policy and the surgery is to occur on the travel dates or, if before those dates, render performing the surgery on the scheduled date impossible;
- Cancellation of meeting of the Insured Person due to:
  - i) Serious illness of the Insured Person, as well as of any of the participants, if their presence is essential at that meeting. Serious illness or accident shall be construed as that which implies hospitalization or risk of imminent death and that situation persists for 7 (seven) days before the journey;
  - ii) Serious damage as a result of theft, fire and flooding in the facilities where the meeting is programmed to take place. The damage in question must imply that the use of the referred facilities is impossible;
  - iii) Termination of the employment contract of the Insured Person at the employer's initiative, as well as of any of the participants, if their presence is essential at that meeting, after the date of the reservation of the journey and underwriting the Policy. **Dismissal for cause, termination during probation period, expiry or mutually agreed termination are excluded from coverage, as well as the termination or notice of termination at the Insured Person's initiative.**

2. In the event that any of the causes provided in the above number occurs and the Insured Person intends to transfer the journey to another person, the Insurer shall cover the additional costs involved in the alteration of the reservation, if the costs of such alteration are lower than the indemnity due to the cancellation of the journey.

## Article 32 - Exclusions

**Cancellations of journeys that occur as a result of the following are excluded from coverage:**

- Accidents resulting from taking part in wagers, competitions, duels and brawls (except in the event of self-defense);**
- Failure, for any reason, to present the documents required in order to travel, such as passports, visas or tickets;**
- Lack or impossibility of vaccination and medical unavailability to take the necessary precautions before journeys to certain countries;**
- Birth or abortion;**
- Pregnancy complications and miscarriage after the 7<sup>th</sup> month of gestation;**
- When the situation of hospitalization or temporary disability due to illness or serious accident has expired before seven (7) days prior to the beginning of the trip;**
- The pathologies not stabilized which have been the subject of a diagnosis or a treatment within thirty (30) days prior to the booking of travel;**

- h) Medical appointment or certificates, periodic inspections, rehabilitation sessions, cures or beauty treatments;
- i) The additional costs that arise from delays in informing the Insurer as to the cause for cancellation.

### **Article 33 - Procedures in the event of a Claim**

Without prejudice to that provided in Chapter IV, in the event of a Claim, the Insured Person shall formally cancel the journey with the Airline, as quickly as possible, and demand the reimbursement of the costs borne. At the same time, the Insured Person shall activate their coverage with the Insurer, as well as provide this party with all the information and documents they request, in order to confirm the occurrence of the Claim and its causes, circumstances and consequences.

## **Section II Luggage**

### **Article 34 - Description of coverage**

1. The Insurer guarantees, up to the Maximum Benefit, the payment of indemnity to the Insured Person as a result of:
  - a) Theft Luggage;
  - b) Partial or total loss or destruction of luggage during its transportation by a public passenger transport company.
2. The Insured Person must always demand reimbursement from the Airline, the handling company or public passenger transport company.

### **Article 35 - Maximum Benefit and calculation of indemnity**

1. The Indemnity is calculated based on the purchase value of the objects claimed, deducting their depreciation due to their age and wear or tear, under the following terms:
  - a) Luggage under 1 year old: 15%;
  - b) Luggage above 1 year old: 15% devaluation during the first year and 5% in the following years, up to a maximum limit of 75%.
2. The maximum indemnity for the following objects is 50% of the Maximum Benefit, taking the following aspects into account:
  - a) Jewelry, objects crafted with precious metals, gems, pearls and watches are only covered against Robbery and if the Insured Person is wearing them when the Claim takes place or if they are deposited in the hotel safe;
  - b) Photographic, cinematographic, recording or sound or image playing material as well as accessories, furs or hunting rifles, are only covered against Robbery and if the Insured Person is wearing them when the Claim takes place or if they are deposited in the hotel safe.
3. The Maximum Benefit specifies the maximum indemnity per Insured Person and for all the Claims suffered by the Insured Person during the insurance period.
4. In the event of total or partial destruction of the luggage, or its loss during transfer performed by a transporter, the Insurer shall offer compensation in addition to the indemnity payable by the transporter, up to the Maximum Benefit.

### **Article 36 - Personal Effects**

1. The Insurer shall also reimburse the Insured Person, up to the Maximum Benefit, for expenses borne with the purchase of essential belongings, in case of theft, loss or destruction of all or part of the luggage, on the outward journey.
2. For the purposes of this coverage, essential belongings shall be construed as the articles used by the Insured Person in their personal hygiene and clothing.
3. This indemnity shall not accrue with the indemnity payable due to loss or destruction of luggage by a public passenger transport company.
4. The Insured Person shall hand over to the Insurer the documents that provide proof of purchase of articles of basic necessity and the length of the delay in the delivery of the luggage.

### **Article 37 - Exclusions**

1. The following situations are excluded from coverage:

- a) Any robbery, destruction or loss:
    - i) Caused intentionally by the Insured Person or resulting from grave negligence;
    - ii) Resulting from determination by the appropriate authorities, during civil or foreign war, declared or not, civil uprisings and riots, strikes, acts of terrorism and any effects caused by radioactive, chemical or biological source.
    - iii) Resulting from change of accommodation.
  - b) Robbery committed by the workers of the Insured Person during the performance of their duties;
  - c) Theft of objects left unwatched in public locations;
  - d) Destruction resulting from a defect in the object, normal wear and tear, spillage of liquids, oils, dyes or corrosive materials that are part of the Insured Person's luggage;
  - e) Breakage of fragile, ceramic, crystal, porcelain or marble objects;
  - f) Theft, loss, forgetting or simply misplacing objects;
  - g) Objects stolen from inside a private vehicle, except rental vehicles;
  - h) The purchase of basic necessity articles during the return journey to the Residence of the Insured Person.
2. The following objects are excluded from this coverage:
- a) Documents, identity cards, credit and cash point cards, magnetic cards, transport tickets, cash, debt certificates and keys;
  - b) Bicycles, hunting rifles, Windsurf boards, Skis or Snowboard boards and all types of sports equipment;
  - c) Material of professional nature;
  - d) Musical instruments, artworks, antiques, collections and merchandise;
  - e) Glasses, contact lenses, prosthetics and any type of orthopedic devices;
  - f) Telephones and electronic devices, as well as their accessories;
  - g) Any type of computing material.

### Article 38 - Procedures in the event of a claim

1. Without prejudice to that provided in Chapter IV, in the event of a Claim the Insured Person shall proceed in the following manner:
- a) In the event of robbery, the Insured Person shall report this, on that very day, to the police authorities closest to the location where the crime took place, identifying the stolen objects and their value;
  - b) In the event of total or partial destruction during transport by a public passenger transport company, the Insured Person shall request that the transporter hand over documentation that provides proof of that total or partial destruction, as well as a list of the destroyed objects;
  - c) In the event of loss during transport by a public passenger transport company, the Insured Person shall request that the transporter hand over documentation that provides proof of loss of the Luggage.
2. If the stolen or lost items are found or recovered, the Insured Person shall proceed in the following manner:
- a) Inform the Insurer, in writing, from the moment that they become aware of the fact;
  - b) In the event that the Insurer has not yet performed the reimbursement, the Insured Person shall take possession of the objects. The Insurer shall only indemnify potential deterioration of the objects or partial losses if they are covered by the Policy;
  - c) If the Insurer has already performed the reimbursement, the Insured Person may choose to relinquish the objects, whereby they shall become the possession of the Insurer, or may choose to keep the objects, returning the value of the indemnity received to the Insurer, deducting the value corresponding to the deterioration or partial loss of objects. If the Insured Person does not get in touch with the Insurer within fifteen days, the Insurer shall construe this to mean that the Insured Person has chosen to relinquish the objects.

## Section IV Travel assistance

## Article 39 - Description of coverage

### 1. Transport or repatriation in the event of illness or accident

If the Insured Person suffers and accident or suddenly becomes ill during the journey specified in the Specific Conditions, the Insurer shall take care of:

- a) The costs with transport by ambulance or another appropriate means, from the location of the occurrence until the nearest clinic or Hospital;
- b) Surveillance by their medical team, together with the Insured Person's doctor, in order to determine the appropriate measures regarding the best treatment to be applied and the best means for transfer, if applicable, to a more appropriate hospital centre or to their Residence;
- c) The costs of that transfer, by the most appropriate means of transport, to the approved hospital centre or to their Residence.
- d) Organization of the repatriation of the Insured Person and insured relatives or another also insured companion, if, due to medical requirements, the severity of which shall be determined by the Insurer's medical team, the Insured Person cannot use the means of transport provided for their return to their Residence. In this case, the Insured Person shall contact the Insurer beforehand, requesting assistance for the case at hand;
- e) Organization of transport to their initially defined destination, if the Insured Person, after their recovery, as well as the companion or their insured relatives, intend to proceed with the journey, and the health of the Insured Person allows this, as long as the costs of this journey does not exceed the costs with the return journey to their Residence.

**Any medical transport and / or repatriation, as well as medical supervision, if applicable, shall be performed with the prior agreement between the Insured Person's doctor and the Insurer's medical team.**

**The means of transport used shall be determined by the Insurer's medical team.**

### 2. Transport or repatriation in the event of death

In the event of the death of the Insured Person, the Insurer shall support the payment of:

- a) Costs with transporting the body, from the place of death to the location of interment in Portugal;
- b) Expenses with the mandatory preparation for transporting the body, up to the Maximum Benefit;
- c) Travel expenses for the return of the Relatives or a companion of the Insured Person by 1<sup>st</sup> class train ticket or tourist class airplane ticket, in as far as the means initially provided for their return cannot be used due to the repatriation of the Insured Person.

### 3. Extended hotel and accommodation

If, after the occurrence of sudden illness or accident, the state of the Insured Person, according to medical opinion, does not justify hospitalization but does not permit their immediate transportation or repatriation to their Residence, the Insurer shall support the expenses with accommodation of the Insured Person and a companion, from the time that the initially planned stay for the journey cannot be used and until that transportation or repatriation becomes possible, all up to the Maximum Benefit.

### 4. Return ticket for one Relative and respective Accommodation

When the Insured Person has been hospitalized and their stay is expected to last longer than 5 (five) days [or 3 (three) days in the event of minors or disabled persons], and there are no relatives or another person who can accompany them at the location, the Insurer shall support the travel expenses of a relative with a return journey 1<sup>st</sup> class train ticket or tourist class airplane ticket departing from Portugal, in order to stay with them, and shall also cover accommodation expenses, all up to the Maximum Benefit.

**The expenses with accommodation shall only be borne when the Insured Person is hospitalized outside their country of Residence.**

### 5. Medical expenses abroad

If due to accident or sudden illness occurring during the journey indicated in the Specific Conditions, the Insured Person needs medical assistance, surgery, pharmaceutical or hospital assistance abroad, the Insurer shall support, up to the Maximum Benefit:

- a) Medical and surgery expenses and fees;
- b) Expenses with pharmaceutical products prescribed by a doctor;
- c) Hospitalization costs, until such time as the repatriation of the Insured Person is clinically possible and advisable.

**This coverage is dependent on the prior intervention by Social Security or any other entity required to provide assistance, with regard to which the Insured Person undertakes to inform the Insurer.**

**The Insured Person shall obtain a European Health Insurance Card whenever they visit one of the European Union Member-States, or Iceland, Liechtenstein, Norway or Switzerland.**

6. Medical expenses in Portugal in case of an accident abroad

If due to accident or sudden illness occurring during the journey indicated in the Specific Conditions, the Insured Person needs medical assistance, surgery, pharmaceutical or hospital assistance at their country of Residence, the Insurer shall support, up to the Maximum Benefit:

- a) Medical and surgery expenses and fees;
- b) Expenses with pharmaceutical products prescribed by a doctor;
- c) Hospitalization costs, until such time as the repatriation of the Insured Person is clinically possible and advisable.

**This coverage is dependent on the prior intervention by Social Security or any other entity required to provide assistance, with regard to which the Insured Person undertakes to inform the Insurer.**

**This coverage is dependent on the prior intervention by AGA, that after sinister communication of the Insured Person, forwarding to the agreed medical network.**

7. Emergency dental care

The Insurer shall guarantee, up to the Maximum Benefit, the reimbursement of dental expenses that arise outside the country of Residence and that as a result of infection, trauma or pain, require emergency treatment.

8. Legal assistance abroad

The Insurer shall guarantee, up to the Maximum Benefit, the payment of expenses required for legal representation before any court, as a result of fact occurring during the journey indicated in the Specific Conditions.

**The legal assistance coverage may only be activated if the charges brought against the Insured Person are not punished criminally in that country.**

**The facts related to the professional activity of the Insured Person, intentional facts, the use of motor vehicles and contract liability are excluded from this coverage.**

**This coverage shall not include court fees in criminal processes or any charge of criminal nature.**

This guarantee is accessory to the assistance coverage, whereby it does not comprise autonomous legal protection coverage.

9. Loss or theft of Identity Card / Citizen Card or passport abroad

In the event of the loss or Robbery of the Identity Card/citizen Card or passport of the Insured Person during the journey indicated in the Specific Conditions, if this occurs in a foreign country, the Insurer shall support the costs with the necessary steps in order to obtain a new Identity Card/Citizen Card, passport or the equivalent consular document, up to the Maximum Benefit, as well as the accommodation until its reception and if necessary prolonging the journey until after the planned return date.

10. Telephone interpretation service

In the event that the Insured Person needs an interpreter due to the applicability of any Coverage provided herein, the Insurer shall offer interpreter services, the costs of which shall be borne by the Insured Person.

11. Communication of urgent messages

The Insurer, following a Claim covered by the Policy, shall transmit the urgent messages that are requested by the Insured Person, as well as support the costs with urgent messages that the Insured Person transmits directly. In this latter case, the Insurer shall only support the expenses arising from the transmission of urgent messages after the Insured Person presents the corresponding invoice and justification for the urgent nature of the message.

12. Delay departure

If the departure of the flight(s) indicated in the Specific Conditions is / are delayed at least 12 (twelve) hours, the Insurer shall support, up to the Maximum Benefit and following submittal of the respective documents that provide proof of this, the costs with hotel, food and transport during the delay.

The Insured Person shall provide the Insurer with the documents providing proof of the delay of the flight issued by the Airline, as well as the documents providing proof of the costs paid.

**This coverage shall only be activated if the Airline does not agree to the payment of any indemnity.**

**The costs paid at a place other than where the delay takes place are excluded. Flight cancellations are also excluded, in other words, the non-occurrence of a programmed flight and regarding which at least one seat had been reserved.**

13. Missed connection flights

If, as a result of a delay in the flight used for the journey indicated in the Specific Conditions, the Insured Person misses a later connection flight that had already been reserved in order to proceed with their journey, the Insurer shall indemnify the Insured Party, at the latter's discretion, with regard to the hotel expenses and meals that occur while waiting for the next connection flight of a new ticket in order to complete the connection or return to the Residence, all of which up to the Maximum Benefit.

The Insured Person shall provide the Insurer with the justification documents issued by the Airline admitting to the delay, the document proving the departure time of the connection flight, as well as the documents that demonstrate the expenses borne.

**This coverage shall only be activated if the Airline does not agree to the payment of any indemnity.**

**Accommodation expenses shall only be supported by the Insurer as long as the next available connection flight does not take place on the same day.**

**This cover shall not apply if the Insured Person did not ensure a minimum interval of at least two hours between flights.**

#### 14. Interruption of journey

If, during the flight identified in the Specific Conditions, the Insured Person is repatriated for serious illness, serious accident or death of the Insured Person or his Family, as defined in Chapter I, the Insurer shall guarantee, up to the maximum value of the Insured Value, the reimbursement of the costs borne with the journey, for the period of time during which it was not used.

Serious illness shall be construed as any involuntary alteration in the health of the Insured Person's Relative, diagnosed by a doctor and that implies hospitalization;

Serious accident shall be construed as physical injury caused to the Insured Person's Relative of an accidental, sudden and unforeseeable nature, due to reasons outside the control of the Insured Person and which, according to medical opinion, implies hospitalization.

**The Insured Person shall inform the organizers of the journey (travel agents, hotels, etc.) with regard to the interruption of the journey as soon as possible and demand the reimbursement of the sums regarding the period of the journey that was not used.**

#### 15. Delay in the reception of luggage (> 24 hours)

- a) The Insurer shall also reimburse the Insured Person, up to the limit of the Capital Sum, for expenses borne by the purchase of essential articles in the event of delay of more than 24 (twenty-four) hours in the delivery of Luggage on the outward journey.
- b) For the purposes of this guarantee, by essential articles we understand those articles used by the Insured Person for their personal hygiene and clothing.
- c) This compensation may not be accumulated with the compensation for loss or destruction of luggage by a public passenger transport company.

**The Insured Person must present documents to the Insurer justifying the purchase of the essential articles and the duration of the delay in delivery of the luggage**

## **Article 40 - Exclusions**

1. In addition to the other exclusions provided, all the actions that were not requested to the Insurer or that were organized directly by the Insured Person, without the prior agreement of the Insurer, are expressly excluded from all travel assistance coverage, except in case of proven *force majeure* or effective impossibility to do so.

2. In addition to the other exclusions provided, the following situations are expressly excluded from travel assistance coverage:

- a) The Claims occurring as a result of war, declared or not, riots, uprisings or events of similar nature, except when the Insured Person is caught by surprise by the start of the conflict abroad. Under these circumstances, the insurance coverage shall cease 14 days after the start of the conflict;
- b) Activities related to blowguns, archery, hot air balloon rides, windsurf, kite surf, sailing in sailboat or motor boat, fishing, mountain biking, canoeing, kayaking, mountaineering, orientation, horse riding excursions, quads, 4x4 vehicle excursions, karts, trekking, paintball, jet skis, lightweight aviation, helicopters, water skiing, rafting, paragliding, parachuting,, snowboard, ski. Practicing any sport professionally, remunerated or otherwise, competing or training. The Claims that occur while participating in an airborne sport, including sky diving, paragliding and hang gliding, or any of the following sports: skeleton, bobsleigh, sky-jumping, mountaineering, climbing, diving, bungee-jumping, sky-diving or activities related to speleology;
- c) Any type of journey for therapeutic purposes;
- d) Search and rescue of persons at sea, mountain or desert areas;

- e) Costs with burial or funeral ceremonies;
- f) Consequences of the treatment of an uncured illness regarding which the Insured Person is not recovered when the journey starts, or which, according to the medical team of the Insurer, was specified as medically unsuitable regarding the performance of that journey;
- g) Repatriation or health transport performed as a result of mental illness that does not require hospitalization at the destination for more than 24 hours.

3. In addition to the other exclusions provided, in particular those mentioned in the above number, the following situations are expressly excluded from coverage of medical expenses:

- a) Any medical expenditure produced in the country of residence or of nationality of the Insured Person, with a cost lower than the value of the excess established in the table of coverage and benefits attached hereto;
- b) Pre-existing conditions, whether the Insured Party was aware of them or not. Any decline in pre-existing conditions that may occur during the journey are covered;
- c) Treatment of illnesses known beforehand;
- d) Spa treatments, sun therapy, heliotherapy, weight treatment, springs, youth treatment or any beauty and well-being treatments;
- e) Implants, artificial limbs, glasses or other prosthesis, and the respective costs with placement / development, as well as the costs with rehabilitation and physiotherapy;
- f) Costs with vaccination, dental treatment and those that derive from any non-urgent treatment;
- g) Expenses with contraception and abortion;
- h) Expenses which, according to the Insurer's medical team, are not suitable with the pathology that the Insured Person possesses;
- i) Expenses occurring less than 30 Km away from the Residence of the Insured Person, or less than 15 Km away if that Residence is located in the Azores Is. or Madeira Is.;
- j) Expenses with preventive medicine;
- k) Expenses regarding a chronic disease or pregnancy complications;
- l) Expenses with treatments started in the country of origin;
- m) Expenses with any mental illnesses;
- n) The consequences with harmless illnesses or lesions that may be treated at the destination without any sort of inconvenience for the Insured Person;
- o) Costs with Homeopathy, Osteopathy, Naturopathy and other treatments directly or indirectly related to traditional or alternative medicine;
- p) Any costs occurring after the date that the journey ends.

#### **Article 41 - Procedures in the event of a claim**

1. Without prejudice to that provided in Chapter IV, in the event of a Claim, the Insured Person shall inform the Insurer immediately at to what occurred, through the telephone numbers mentioned in Chapter IV, indicating where they are, their telephone number and the type of assistance they require.
2. If the Claim involves activating civil liability coverage the Insured Person shall:
  - a) **Immediately contact the Insurer after becoming aware of any action performed to activate their civil liability;**
  - b) Send the Insurer all the documentation related to the Claim, namely a letter explaining the circumstances of the Claim together with photographs or videos if possible;
  - c) Deliver the personal data of witnesses and if possible, written statements made by those witnesses;
  - d) Cooperate with the Insurer in view of their defense;
  - e) Not admit any liability without the prior consent of the Insurer.

**TABLE OF COVERAGE AND BENEFITS**

<b>Coverage</b>	<b>Maximum Benefit</b>	<b>Excess</b>
<b>CANCELLATION</b>		
Cancellation (per Insured Person)	750€	-
<b>LUGGAGE</b>		
Theft, partial or total loss or destruction of luggage (per Insured Person)	1.500 €	-
Personal Effects	250 €	-
<b>TRAVEL ASSISTANCE</b>		
Transport or repatriation in the event of illness or accident	Unlimited	-
Transport or repatriation in the event of death	Unlimited	-
Extended hotel and accommodation	65€ p/ day, máx.: 7 days	-
Return ticket for one Relative and respective Accommodation		
Travel expenses:	Unlimited	-
Accommodation expenses:	65 € p/ day, máx.: 7 days	-
Medical expenses abroad	60.000 €	-
Medical expenses in Portugal in case of an accident abroad	25.000 €	25 €
Emergency dental care	400 €	90 €
Legal assistance abroad	1.000 €	-
Loss or theft of Identity Card / Citizen Card or passport abroad	Unlimited	-
Telephone interpretation service	Unlimited	-
Communication of urgent messages	Unlimited	-
Delay departure	50 € p/ day, máx.:3 days	-
Missed connection flights	50 € p/ day, máx.:3 days	-
Interruption of journey	750 €	-
Delay in the reception of luggage (> 24 hours)	200 €	-