

# Assistance On/Off Travel Insurance

## Policy's General and Special Terms and Conditions

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

**Cost of a call to the national fixed network**

Personalised attendance available every  
business day from 08h30 to 19h00

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

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## **GENERAL TERMS AND CONDITIONS ASSISTANCE**

### **PRELIMINARY ARTICLE**

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1. Between Ageas Portugal - Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder, both better identified in the Particular Terms and Conditions, this insurance contract is concluded and governed by these General Terms and Conditions, Particular Terms and Conditions and, if contracted, by the Special Terms and Conditions, all of which form an integral part of that contract.

2. The Particular Terms and Conditions include, but are not limited to, the identification, including the parties' tax identification number, the Insured Party's data, data from the Insurer's representative for the purpose of Claims, the insured capital or manner of its determination and the determination of the premium or the formula for its calculation.

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

### **Article 1 – DEFINITIONS**

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

**POLICY:** The set of documents that title the insurance contract, including the Insurance Proposal, the General Terms and Conditions, the Special Terms and Conditions and the Particular Terms and 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 payment of the premium.

**INSURED PARTY:** The natural or legal person holding the safe interest and subject to the risks that, according to the agreed terms and conditions, are the object of this contract.

**INSURED PERSON:** the Natural person, identified on the Individual Certificate or Particular Terms and Conditions, whose life, health or physical integrity is insured;

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

**PREMIUM:** The amount paid by the Policyholder to the Insurer in return for the risk-taking by the latter.

**RETURN:** the amount returned to the Policyholder for a portion of the insurance premium already paid.

**ACCIDENT:** the haphazard event, sudden and unpredictable, due to an external cause, violent and foreign to the will of the Insured Person and which in this cause bodily injuries objectively and clinically verified;

**INSURED CAPITAL:** the maximum amount by which the Insurer is liable in the event of a claim under the insurance policy;

**DEDUCTIBLE:** The amount that, in the event of a claim, is borne by the Insured Party, the Policy holder or the Insured Person and the amount of which is stipulated in the contract's Particular Terms and Conditions.

**CO-PAYMENT:** The certain and determined amount which, in the event of a claim, shall be borne by the Insured Party.

**FRAUD:** the unlawful conduct by the Policyholder, Insured person, Beneficiary or third party in order to obtain from the Insurer, for themselves or others, an illegitimate benefit or an illegitimate increase in benefit.

## Article 2 – OBJECT AND GUARANTEES

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**This contract guarantees, according to the General Terms and Conditions, Special Terms and Conditions and Particular Terms and Conditions, the risks contained in the Policy's Special Terms and Conditions.**

## Article 3 – SCOPE

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**This contract only produces effects in relation to events occurring within the geographical scope defined in the Policy's Special and Specific Conditions.**

**This contract may guarantee, as defined in the policy's Special and Specific Conditions:**

- a) **“Professional and Extraprofessional” Hazard, with a risk coverage 24 hours a day;**
- b) **“Extraprofessional” hazard, understood as one that arises from any activity that does not consist in the performance of the Insured Person's professional activity, whether performed on its own behalf or on behalf of others;**
- c) **“Professional” Risk, meaning that which is inherent in the Insured Person's professional activity, expressly mentioned in the Individual Certificate, Particular Terms and Conditions, Special Terms and Conditions or Additional Minutes.**

## Article 4 – EXCLUSIONS

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**1. The following are excluded from this policy's coverage:**

- a) **instalments resulting from suicide or attempted suicide and voluntary mutilations, or attempt, as well as bodily injury that Insured Persons practice or cause on themselves, even if these acts are performed in a state of inability to discern;**

- b) instalments relating to claims arising from intent or grossly guilty acts or omissions by any of the Insured Persons, the Policyholder or the Insured Party or committed by persons for whom they are civilly liable;**
- c) the instalments related to claims arising from action or omission of the Insured Person when they have a blood alcohol level equal to or higher than that which, in case of driving under the influence of alcohol, determines the practice of an offence or crime, or when under the influence of psychotropic, narcotic substances or any non-prescription drugs or toxic products or when unable to control their actions;**
- d) services rendered which have not been requested to the Insurer or which have been performed without their agreement, except in cases of *force majeure* or material impossibility as defined in the Special Terms and Conditions.**
- e) injuries or consequences resulting from crimes or other wilful acts by the Insured Person;**
- f) the actions taken by the Beneficiary of the Policy, by the Policyholder or by all those for whom they are civilly responsible, on the Insured Person;**
- g) any treatments, including rehabilitation, that are not performed by duly qualified health professionals or without the necessary clinical diagnosis and without supervision or medical guidance;**
- h) plastic or cosmetic surgeries, except when necessary as a result of an accident covered by the Policy's guarantees;**
- i) psychiatric treatments;**
- j) treatment and accommodation expenses in sanatoriums, spas, nursing homes and other similar establishments without a medical prescription and whose purchase/use has not been authorised by the Insurer;**
- k) explosion or any phenomena, directly or indirectly related to the disintegration or fusion of nuclei of atoms, as well as the effects of radioactive contamination, or the use or transport of radioactive materials;**
- l) payment of fines, assessments or other penalties, for criminal or infractions offences;**
- m) The instalments to which the Insured Person would be entitled to if the Insured Person or the Beneficiary, if different:**
  - voluntarily and intentionally aggravate the consequences of the claim;**
  - use fraud, simulation or any other intentional means as well as false documents to justify their complaint.**
- n) accidents arising from the professional practice of sports or sports events, even if amateurish, integrated in championships and the respective training;**
- o) accidents arising from the use or transport of radioactive materials;**
- p) strikes, labour disorders, riots or disruption of public order, acts of terrorism and sabotage, insurrection, revolution, civil war, invasion and war, declared or not, against foreign country and hostility between foreign nations, whether or not there is a declaration of war, or warlike acts coming directly or indirectly from such hostilities;**
- q) reimbursements for orthopedic supplies, including prosthetics, and orthosis that have not been prescribed by the physician or whose purchase has not been authorised by the Insurer. Prosthetics are any clinically designed or recommended instrument intended for the total or partial replacement of a limb or organ, namely crutches and wheelchairs, and as orthosis, correction devices**

and any clinically designed or recommended instrument intended to assist the limb or organ in fulfilling all or part of its function, such as hearing, dental, eye or other functions;

- r) participation in any kind of speed competition;
- s) any claim payment or the provision of any other benefit subject of this insurance contract, to the extent that guarantees of such coverages, such payment, settlement of such claim or provision expose the Insurer to any sanction, prohibition or restriction imposed by United Nations resolution or imposed by sanctions, laws or commercial or economic regulations of the European Union, to the extent applicable under Portuguese law.

## **CHAPTER II**

### **RISKS STATEMENT, INITIAL STATEMENT AND SUPERVENING**

#### **Article 5 – DUTY OF INITIAL RISKS STATEMENT**

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1. The Policyholder or the Insured Party is required, prior to the conclusion of the contract, to state accurately all known circumstances and reasonably should be significant to the Insurer's assessment of the risk.
2. The provisions of the preceding paragraph shall also apply to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.

#### **Article 6 – WILFUL FAILURE TO COMPLY WITH THE DUTY OF INITIAL RISKS STATEMENT**

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1. In the event of wilful failure to comply with the duty referred to in paragraph 1 of the preceding article, the Insurer may terminate this contract by sending a written statement to the Policyholder.
2. In the absence of a claim, the statement referred to in the preceding paragraph must be sent within three months of the knowledge of the failure to comply.
3. The Insurer is not obliged to cover the Claim that occurs before being aware of the wilful default referred to in paragraph 1 or within the period provided for in the previous paragraph, following the general annulment regime.
4. The Insurer shall be entitled to the premium due by the end of the deadline referred to in paragraph 2 unless the Insurer or its representative has incurred in gross or wilful negligence.
5. Should the Policyholder or the Insured person act with intent to obtain an advantage, the premium shall be due until the end of the contract.

## Article 7 – NEGLIGENT FAILURE TO COMPLY WITH THE DUTY OF INITIAL RISKS STATEMENT

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1. In the event of negligent failure to comply of the duty referred in article 5(1), the Insurer may, by written statement to be sent to the Policyholder, within three months of becoming aware of it:

- a) propose an amendment to the contract, setting a deadline, not less than 14 days, for the acceptance or, if it admits it, of the counter offer;
- b) terminate the contract, proving that under no circumstances celebrates contracts to cover risks related to the fact omitted or inaccurately stated.

2. The contract shall cease to be effective 30 days after the declaration of termination has been sent or 20 days after receipt by the Policyholder of the proposed amendment if it does not respond or reject it.

3. In the case referred to in the previous paragraph, the premium is returned *pro rata temporis*, considering the existing coverage.

4. If, prior to the termination or amendment to the contract, a Claim occurs whose verification or consequences have been influenced by an event in respect of which there have been negligent omissions or inaccuracies:

- a) the Insurer agrees to cover the claim in the proportion of the difference between the premium paid and the premium due should, at the time the contract was concluded, it had had knowledge of the omitted or inaccurately declared fact;
- b) the Insurer, showing that, under no circumstances, they would have entered into the contract if they had known that the omitted or inaccurately stated fact does not cover the Claim and is only linked to the return of the premium.

## Article 8 – RISK AGGRAVATION

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1. The Policyholder or the Insured Person has the duty to, during the contract's term, within 14 days of becoming aware of the fact, communicate in writing or by other means that the Insurer has a permanent record of any circumstances that aggravate the risk, provided that, had they been known by the Insurer at the time of the concluding the contract, they could have influenced the decision to contract or the conditions of the contract.

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

- a) submit to the Policyholder a proposal for modification of the contract, which shall be accepted or refused within the same deadline, after which the proposed modification is deemed approved;
- b) terminate the contract by showing that under no circumstances the Insurer celebrates contracts that cover risks with the characteristics resulting from such aggravation of risk.

3. Termination of contract shall take effect 14 days from the date of dispatch of the statement of termination.



## Article 9 – CLAIM AND RISK AGGRAVATION

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**1. If before the termination or amendment of the contract under the terms of the previous article occurs the Claim whose verification or consequence has been influenced by the aggravation of risk, the Insurer:**

- a) cover the risk, making the agreed instalment, if the aggravation 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 the basis of the real circumstances of the risk, if the aggravation was not correctly and timely reported before the Claim;**
- c) may refuse coverage in the event of the Policyholder's or Insured party's wilful misconduct for the purpose of obtaining an advantage while retaining the overdue premiums.**

**2. In the situation foreseen in sub-paragraphs a) and b) of the previous paragraph, and the aggravation of risk resulting in fact from the Policyholder or the Insured party, the Insurer is not obliged to pay the instalment if it proves that, under no circumstances, celebrates contracts that cover risks with the characteristics resulting from that risk aggravation.**

## CHAPTER III PAYMENT AND CHANGE OF PREMIUMS

### Article 10 – MATURITY OF PREMIUMS

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1. Unless otherwise agreed, the initial premium, or the first instalment thereof, is due on the contract's date of conclusion.
2. Subsequent instalments of the initial premium, subsequent annuity premium and successive annual instalments are due on the dates set out in the contract.
3. The portion of the variable amount premium relating to value adjustment and, where applicable, the portion of the premium corresponding to changes to the contract are due on the dates indicated in the corresponding notices.

### Article 11 – COVERAGES

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The risks coverage depends on the previous payment of the premium.

### Article 12 – NOTICE OF PAYMENT OF PREMIUMS

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1. During the term of the contract, the Insurer shall notify the Policyholder in writing of the amount payable, as well as the form and place of payment, least 30 days prior to the premium due date, or instalments of it.

2. The notice shall legibly state the consequences of the non-payment of the premium or its fraction.

3. In insurance contracts where it is agreed to pay the premium in instalments of three months or less and in which contractual documentation indicate the due dates of the successive instalments of the premium and the corresponding amounts payable, as well as the consequences of its non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it shall provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this number.

#### Article 13 – FAILURE TO PAY PREMIUMS

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**1. Failure to pay the initial premium or its first instalment on the due date shall result in the automatic termination of the contract from the date of its conclusion.**

**2. Failure to pay the subsequent annuity premium or the first instalment on the due date shall preclude the extension of the contract.**

**3. Failure to pay will automatically terminate the contract on the due date of:**

- a) a fraction of the premium in the course of an annuity;**
- b) an adjustment premium or part of a variable amount premium;**
- c) an additional premium resulting from a modification of the contract based on a supervening aggravation of risk.**

**4. The non-payment, by the due date, an additional premium resulting from a contractual modification will determine the ineffectiveness of the amendment, the contract remaining with the scope and conditions prevailing prior to the intended modification, unless the livelihood of the contract proves impossible, in which case it is deemed terminated on the due date of the unpaid premium.**

#### Article 14 – CHANGE OF PREMIUM

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If there is no change in risk, any change in the premium applicable to the contract shall only be effected on the following annual maturity.

### **CHAPTER IV**

#### **BEGINNING OF CONTRACT EFFECTS, TERM AND VICISSITUDES**

#### Article 15 – BEGINNING OF COVERAGE AND EFFECTS

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1. The risks coverage shall begin on the day and time indicated in the contract, without prejudice to the provisions of article 11.

2. The provisions of the preceding paragraph shall also apply to the commencement of the contract, if it is different from the beginning of the risks coverage.

3. Without prejudice of the preceding paragraphs, the beginning of the policy's coverages and guarantees may be defined in the policy's Special and Specific Conditions.

## Article 16 – TERM

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- 1. The contract shall indicate its term, which may be for a specified and fixed period or for a year renewable for further periods of one year.**
- 2. The effects of the contract cease at 24 hours on the last day of its deadline.**
- 3. The extension provided for in paragraph 1 shall not be effected if either party terminates the contract by written declaration sent to the addressee at least 30 days prior to the date of extension or if the Policyholder fails to pay the premium.**

## Article 17 – CONTRACT TERMINATION

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- 1. In addition to the possibility of termination provided for in paragraph 3 of the preceding paragraph, the contract may cease by expiry, revocation by agreement between the parties or by resolution.**
- 2. This contract shall expire at the end of the term of the agreement, if any, and in the event of supervening loss of interest or risks and whenever the payment of the total insured capital for the term of the contract is verified without the anticipated 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 receipt of 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, by registered post.**
- 5. The premium amount to be returned to the Policyholder in the event of early termination of contract shall be calculated in proportion to the period from the date of termination of coverage until the expiration of contract, unless otherwise agreed by the parties on the basis of an acceptable reason, such as the guarantee of technical separation between the annual insurance and temporary insurance rates.**
- 6. At the termination of the contract shall come into effect at the 24 hours of the day that is to be effective.**
- 7. Termination of contract shall take effect 14 days from the date of dispatch of the statement of termination.**

## **CHAPTER V DEDUCTIBLE**

### Article 18 – DEDUCTIBLE

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**By means of an express agreement in the Particular Terms and Conditions, the deductibles mentioned therein may be charged to the Policyholder or Insured Person.**

## **CHAPTER VI OBLIGATIONS AND RIGHTS OF THE PARTIES**

### Article 19 – OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON

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**1. In the event of a claim, the Policyholder and the Insured Person are cumulatively obligated before the Insurer to:**

- a) take action and measures to prevent aggravation of the consequences of the accident;**
- b) report the claim in writing or by telephone, within the next eight days, indicating its location, day, time, causes, witnesses and consequences;**
- c) promote the submission, within eight days after the Insured Person has been clinically assisted, of a statement from the physician stating the nature of the injuries, the diagnosis, the days possibly provided for the Temporary Disability, and an indication of the possible Permanent Disability;**
- d) provide, for reimbursement where appropriate, all supporting documents regarding Treatment or Repatriation Expenses.**

**2. In case of accident or illness, the Insured Person is required to:**

- a) comply with medical prescriptions under penalty of the Insurer only being responsible for the consequences of the accident that presumably would have occurred if those prescriptions had been observed;**
- b) undergo a medical examination designated by the Insurer;**
- c) authorize physicians to provide all information requested by the Insurer and related to the claim, under penalty of termination of the Insurer's responsibility;**
- d) In the event the Policyholder or Insured Person is unable to fulfil any of the obligations provided for in this article, such obligation shall be transferred to whom - Policyholder, Insured Person or Beneficiary - can comply with it.**

### Article 20 – OBLIGATIONS OF THE INSURER

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The Insurer shall:

- a) inform the Policyholder, during the term of the contract, under the terms of the law and contractual conditions, of all changes to the insurance contract and of the performance of the Insurer's obligations that may influence his will to keep the insurance contract in force;
- b) respond to all requests from the Policyholder for clarification, necessary to understand the conditions and management of the insurance contract;

- c) promote, after the claim has been filed and as soon as possible, the investigation of the causes and mode of occurrence of the claim, as well as the determination of injuries resulting from it;
- d) pay the compensation or capital due, within a maximum deadline of 30 days after the ascertainment of responsibility of the Insurer and amount to be paid.

## **CHAPTER VII**

### **MISCELLANEOUS PROVISIONS**

#### **Article 21 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES**

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- 1. Communications or notifications from the Policyholder or Insured person and the Insurer shall be done in writing or by other means of permanent registration to the Insurer's registered head office or to the Policyholder's or Insured person's last address, as indicated in the policy, respectively.**
- 2. Any communications or notifications made under the terms of the preceding paragraph to the Insurer representative's address not established in Portugal regarding claims covered by this policy are equally valid and fully effective.**
- 3. Communications provided for in this contract shall be done in writing or provided by another means of permanent registration.**
- 4. The Insurer must send the communications provided for in this contract only if their addressee is duly identified in the contract, being considered valid if forwarded to the policy's corresponding address.**

#### **Article 22 – APPLICABLE LAW, COMPLAINTS AND ARBITRATION**

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1. The law applicable governing this contract is the Portuguese law.
2. Complaints from the Policyholder/Insured person or other interested parties may be submitted to the Insurer's complaints management department, in the Complaints Book, to the Customer's Ombudsman, to the *Autoridade de Supervisão de Seguros e Fundos de Pensões* (Portuguese Insurance and Pension Funds Supervisory Authority), at [www.asf.com.pt](http://www.asf.com.pt). Any dispute arising shall be settled by the parties with the following Alternative Dispute Resolution Entity: CIMPAS – Centro de Informação, Mediação e Arbitragem de Seguros [www.cimpas.pt](http://www.cimpas.pt) or with the courts.

#### **Article 23 – JURISDICTION**

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

## **SPECIAL ASSISTANCE TERMS AND CONDITIONS - ON/OFF TRAVEL INSURANCE**

The travel assistance insurance App incorporates the Policy's General Terms and Conditions and this Special Condition which, in case of doubt or contradiction, takes precedence over the General Conditions.

### **Article 1 – DEFINITIONS**

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

**PHYSICIAN:** A graduate from a Faculty of Medicine, legally authorized to practice in the corresponding country, and whose specialty and enrolment are recognised by the Medical Association.

**ILLNESS:** All involuntary changes in health, not caused by accident, and diagnosed by a physician.

**SERIOUS BODILY INJURY** - Any injury or illness that by its nature implies or may imply urgent treatment in a hospital and prevents the normal continuation of the trip.

### **Article 2 – BEGINNING AND TERM OF INSURANCE AND COVERAGES**

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- 1. The contract is concluded for the period defined in the Particular Terms and Conditions or Additional Policy Minutes, up to a maximum of three years with no possibility of renewal.**
- 2. Without prejudice to the prior premium payment, risks coverage depends on activation through the Millenniumbcp app and runs exclusively for successively renewable 24-hour periods until the Policyholder disables the coverages through the app, at selected support desks or by telephone to the contacts available on the Millenniumbcp website.**
- 3. Risks coverage begins for each Insured Person from the moment the Insurer confirms the activation of the insurance guarantees through the Millenniumbcp app, according to the date and time mentioned-in the Particular Terms and Conditions or Additional Policy Act.**
- 4. The activation of the coverages depends on the Insurer's confirmation, occurring within 36 hours after the activation request, through the Millenniumbcp app.**

### **Article 3 – OBJECT AND GUARANTEES OF THE CONTRACT**

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- 1. This contract guarantees, under the General Terms and Conditions, Special Conditions and Specific Conditions, the risks listed in this article's paragraph 8.**

2. Without prejudice of the foregoing, the contract's object and guarantees may be changed by agreement between the parties to the Special or Particular Terms and Conditions.
3. The insurance covers risks relating to a maximum of seven individually identified insured persons under the age of 70, except the Policyholder, for which the risks coverage is valid until contract termination.
4. The coverages contained in this Special Condition are valid worldwide, except for Portugal, without prejudice to the coverages provided for in paragraphs 10), 13) and 14) of the table in paragraph 8, also valid in Portugal.
5. Coverages are valid for a maximum of 30 consecutive days after departure from national territory and stay abroad or for 90 non-consecutive days during an annuity, unless otherwise specified in the Particular Terms and Conditions or additional Policy Minute.
6. Except as otherwise provided in the Particular Terms and Conditions, events arising from "Extraprofessional" Hazard are covered, being understood as the result of any activity that does not consist of the Insured Person's professional activity, whether it is exercised on their own behalf or on behalf of others.
7. It is guaranteed occupational hazards that do not exceed the risk of the common traveller, in particular administrative, commercial and conferences. All other occupational hazards are excluded from guarantees under this contract.
8. This Contract covers the following coverages:

Coverages
<p><b>1) <u>Medical, surgical, pharmaceutical and hospitalisation expenses abroad</u></b></p> <p>If, as a result of an accident or illness, the Insured Person needs medical, surgical, pharmaceutical or hospital care abroad, the Insurer, through the Assistance Services, shall support, within the limit set or reimburse by prior agreement and justification:</p> <ul style="list-style-type: none"><li>a) expenses and medical and surgical fees;</li><li>b) the pharmaceutical expenses prescribed by a physician;</li><li>c) hospitalization expenses;</li><li>d) expenses of ambulance transportation or other appropriate means, from the location of the Claim to the nearest Clinic or hospital.</li></ul> <p>Any surgical operation will only be the responsibility of the Insurer, through its Assistance Services, if it is urgent and unavoidable, and cannot wait for the Insured Person to return to Portugal.</p>
<p><b>2) <u>Emergency dental expenses abroad</u></b></p> <p>In dental emergency situations affecting the Insured Person, the Insurer shall bear the appropriate medical and pharmaceutical expenses appropriate to the situation and in accordance with the guidance and advice of its medical team.</p>

**3) Medical information and advice**

The Insurer, in a medical emergency that affects the Insured Person, will assume the burden of providing information about the hospitals or facilities most appropriate to their situation. The Insurer makes available to the Insured Persons a medical advice service, provided by a physician, in case of emergency, via telephone, 24 hours a day.

Medical advice consists of:

- a) assessing symptoms;
- b) suggesting health care within the scope of concrete problems presented by the Insured Person;
- c) providing to the Insured Person elements that help them solve minor problems or make a decision;
- d) advising on making a medical appointment, going to a hospital or other medical care organisation;
- e) following the clinical evolution, after requesting medical advice that led to subsequent action by the Assistance Service, calling the Insured Person and asking them about their health condition.

The information received should always be considered as a mere auxiliary suggestion of the decision to be taken by the Insured Person or their legal representative, and the Assistance Service or its clinical staff cannot be held responsible in any way.

Medical advice is not a medical diagnosis and is not intended to replace it.

**4) Medical check-up**

If the Insured Person is hospitalized, the Insurer's medical team shall monitor their treatment and maintain contact with the attending physician and their family whenever the medical condition justify it.

**5) Repatriation or medical transport in case of accident or illness**

- a) The Insurer warrants, within the limits set, the payment of transportation expenses, by the appropriate means, of the Insured Person who has suffered a serious bodily injury, to the hospital centre prescribed by the medical team or to their place of residence, after prior check by the Insurer's medical team, in contact with the attending physician, to determine the most suitable measures to take;
- b) If the Insured Person is admitted to a hospital centre away from their home, the Insurer warrants the payment of subsequent transportation expenses, as appropriate, to their home;
- c) The means of transport to be used will be best suited to the urgency and seriousness of the case, as decided by the Insurer's medical team.

**6) Sending emergency medicines abroad**

The Insurer shall bear the charge of sending to the place where the Insured Person is abroad, the indispensable medicines of frequent use and not locally available or without substitutes. The Insured Person shall be responsible for the cost of medicines and customs fees and expenses.



**7) Contribution for accommodation expenses**

If the Medical Assistance Guarantee Abroad has been activated and if, by medical prescription, the Insured Person needs to extend their stay for convalescence or recovery, the Insurer shall pay the expenses incurred with the hotel up to the stipulated limits.

**8) Accompaniment of the insured person hospitalized abroad**

In the case of the Insured Person's hospitalization abroad lasting more than five days and in which physicians advise against the transportation with accompaniment, the Insurer guarantees the expenses of transport by regular plane, first class train or any other suitable means of transportation, so that a household member can travel to be with said person. The Insurer also insures the household member's accommodation expenses with the Insured Person up to the established limits. By agreement between the Insured Person and the Insurer, the household member may be replaced by another person.

**9) Travel ticket for early return of the insured person**

If during the travel, the Insured person's spouse, ancestors, adopted, family member or the like up to a degree of twice removed dies, the Insurer shall bear that person's most appropriate transportation expenses to their home or place of burial in Portugal and their return to the place where the travel was cut short, to continue the journey or reclaim their vehicle.

**10) Search and transport of lost luggage**

In the event the Insured Person's loss of luggage or personal belonging, and if found and retrieved within 12 hours of the Insured Person's arrival at their destination, the Insurer guarantees the payment of shipping expenses to the location of the Insured Person, or to their domicile, bearing the cost of the steps needed to locate it.

**11) Transportation or repatriation after death**

The Insurer shall be responsible for all formalities to be carried out at the Insured Person place of death, ensuring the corresponding expenses, as well as repatriation or transportation to the place of burial in Portugal.

**12) Urn expenses**

Once the guarantee of Repatriation after Death has been activated, the Insurer shall assume the expenses related to the acquisition of a minimum necessary for repatriation up to the stipulated limits.

**13) Trip cancellation or interruption**

In the event of Cancellation or Interruption of a Scheduled or initiated Travel by *force majeure*, the Insurer, through the Assistance Service, guarantees the reimbursement of unrecoverable transportation and accommodation expenses up to the maximum limit defined as follows:

If cancellation occurs between the 59th and 30th day prior to the start of the travel

- payment of 10 % of the expenses incurred;

If cancellation occurs between the 29th and 10th day prior to the start of the travel

- payment of 40 % of the expenses incurred;

If cancellation occurs between the 9th day prior to the start of the travel and on the travel day itself

- payment of 100 % of the expenses incurred;

In case of interruption of travel - payment of 100 % of expenses incurred.

*Force majeure* means the death of the Insured Person's spouse or their ancestors or descendants up to a degree of once removed, as well as the serious illness of the Insured Person, their spouse or any ancestor or descendant of both up to a degree of once removed.

Claims under this guarantees shall be documented by:

- a) transport ticket;
- b) receipts corresponding to travel and accommodation expenses;
- c) death certificate in the event of death of the Insured Person, spouse, ancestors or descendants up to a degree of once removed;
- d) medical report, in the case of serious illness suffered by the Insured Person, spouse, ancestors or descendants up to a degree of once removed;

**14) Flight delay**

In the event of a Flight delay of more than 15 hours, the Insurer, through the Assistance Service, guarantees to the Insured Person the reimbursement of accommodation expenses provided the Airline company does not contribute to them.

Claims under this warranty shall be justified by the following documents:

- a) transport ticket;
- b) receipt corresponding to the expenses incurred with accommodation;
- c) statement issued by the Airline company proving:
  - I - flight delay of more than 15 hours;
  - II - that there was no contribution to accommodation expenses by said Airline company.

**15) Loss of air connections**

If the Insured Person loses a connection between two flights due to delays in the arrival of the plane, the Insurer guarantees, through the Assistance Services, the accommodation expenses up to the stipulated limit.

**16) Delay in receiving luggage**

Reimbursement for the purchase of articles of clothing or hygiene considered to be of primary necessity, up to the stipulated limit, for expenses incurred due to the delay in the recovery of Luggage of the Insured Person during an air travel, provided such delay exceeds 12 hours.

Excluded from this guarantee are delays that may occur upon arrival of Luggage at the airport of the country of origin coinciding with that of the usual residence of the Insured Person.

The Insured Person must submit, for the purpose of reimbursement, the Lost Baggage Statement issued by the Airline company with the following information:

- a) name of the passenger (or group of which the person is a member);
- b) flight number;
- c) label number placed on the luggage;
- d) complaint number.

**17) Legal assistance abroad**

The Insurer undertakes, within the limits set:

**1- Criminal Defence:**

To ensure the criminal defence of the Insured Person if they are accused of involuntary homicide or involuntary bodily harm, or violation of traffic laws and regulations as a result of a road accident.

**2 - Damage Complaint:**

**2.1** To claim in a friendly or judicial manner the pecuniary reparation of damages resulting from bodily or material injury suffered by the Insured Person, provided they result from a road accident for which liability is not attributed to them;

**2.2** The Insurer shall not take legal action or appeal a court decision:

- a) when is considered that this does not have sufficient probabilities of success;
- b) where, on the basis of information obtained, the third party held liable is insolvent;
- c) when the proposal of regularization made by the responsible entity is considered to be fair and sufficient;
- d) when the amount of damage, whether material or bodily, does not exceed the amount corresponding to the highest national minimum wage in force at the date of the claim.

**2.3** The Insured Person may, however, in any case and against the Insurer's opinion, bring or pursue the action at their own expense. If a more favourable outcome than the one proposed by the Insurer is achieved, the Insurer shall reimburse the Insured Person the legitimate expenses incurred.

**18) Emergency support abroad**

The Insurer makes available to the Insured Person, through the 24H helpline, a set of useful services and advice in case of difficulties or claims occurring abroad such as translator, advice in case of loss or theft of documents, personal belongings, reissue of documents, useful contacts for entities such as consulates, embassies, etc.

**19) Advance of funds abroad**

In the event of theft or loss of luggage or monetary values not recovered within 24 hours, the Insurer shall advance the funds necessary to replace the missing assets within the stipulated limit.

The advanced amounts shall be reimbursed to the Insurer by the Insured Person within 15 days of return to Portugal.

**20) Treatment expenses in Portugal, exclusively in the event of a ski/snowboard accident**

The Insurer shall bear, to the extent of the insured capital identified in the Particular Terms and Conditions, the cost of the expenses necessary to treat injuries sustained as a result of a skiing/snowboarding accident guaranteed by the insurance contract, provided they are made in Portuguese territory, upon the return of the injured Insured Person to their place of residence. The Insurer shall be responsible, through the Assistance Services, for organizing all clinical acts to be performed in Portugal.

**21) Payment of crutches in case of a skiing accident**

In case the Insured person suffers a skiing/snowboarding accident that results in their need to use crutches, the Insurer, through the Assistance Services, shall bear their costs up to the insured capital fixed in the Particular Terms and Conditions.

**22) Transport from medical centre to ski resort**

As a result of a skiing/snowboarding accident abroad, the Insurer shall bear the cost of transporting the Insured person from the Medical Centre to the Ski Resort if the illness or injury does not imply the Insured person's early return.

**23) Emergency expenses on a ski track**

In the event of an accident on a Ski track, the Insurer shall bear the collection costs of the rescue team provided by the Ski Resort and transportation of the injured Insured person from the ski track to the Station's Medical Centre or, if necessary, to the Hospital nearest to the Resort.

**Article 4 – INSURED CAPITAL AND SCOPE OF APPLICATION OF THE GUARANTEE**

1. The amount of insured capital available per Insured person for 24 hours for all claims occurring during that period is as defined in the Particular Terms and Conditions, the following sub-limits applying:

Coverages	Sublimits	Capital	Deductible
Medical, surgical, pharmaceutical and hospitalisation expenses abroad	n.a.	As defined in the Particular Terms and Conditions	As defined in the Particular Terms and Conditions
Emergency dental expenses abroad	up to € 3 000		
Medical information and advice	n.a.		
Medical check-up	n.a.		
Repatriation or Medical Transport in case of accident or illness	n.a.		
Sending emergency medicine abroad	n.a.		
Contribution for accommodation expenses	€ 75 per day   up to € 3 000		
Accompaniment of the insured person hospitalized abroad	n.a.		
Travel ticket for early return of the insured person	n.a.		
Search and transport of lost luggage	n.a.		
Transportation or repatriation after death	n.a.		
Urn expenses	up to € 3 000		
Trip cancellation or interruption	up to € 3 000		

Flight delay	n.a.		
Loss of air connections	n.a.		
Delay in receiving luggage	€ 300 per item up to € 3 000		
Legal assistance abroad	n.a.		
Emergency support abroad	n.a.		
Advance of funds abroad	up to € 3 000		
Treatment expenses in Portugal, exclusively in the event of a ski accident	up to € 5 000		
Payment of crutches in case of a skiing accident	n.a.		
Transport from medical center to ski resort	n.a.		
Emergency expenses on a ski track	n.a.		

**2. A claim deductible applies as defined in the Particular Terms and Conditions.**

**3. Payment of instalments that have not been requested from the Insurer and which have not been made with the Insured person's agreement is not guaranteed, except in cases of *force majeure* or proven material impossibility.**

**4. For reasons of *force majeure*, the death in Portugal of the Insured person's spouse or their ancestors or descendants up to a degree of once removed, as well as the serious illness of the Insured person, their spouse or any ancestors or descendants of both up to a degree of once removed.**

**5. Events occurring before the entry into force of this contract, or occurring outside the insurance coverage activation periods are not covered.**

## ARTICLE 5 – EXCLUSIONS

Without prejudice to the exclusions provided for in the General Terms and Conditions, the damage suffered as a result of the following are also excluded from the scope of the Travel Assistance coverage:

- a) accident at work for which the claim or requested assistance guarantees are covered by a Worker's compensation policy;
- b) any conduct by the Insured Person contrary to the law, in particular the participation in acts of sabotage, public disorder or fights.
- c) All occupational hazards are excluded from this contract's guarantees, except those specifically mentioned as guaranteed in article 3(7) of this Special Condition.

## Article 6 – PREMIUM

1. The premium for activated coverages is paid daily.
2. Through the Millenniumbcp app, the Insurer informs the Policyholder of the premium due, taking into account the number of Insured people, at a time prior to the activation of the coverages.

## Article 7 – SUBROGATION

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The Insurer shall be subrogated, until the amount due is paid in full, in all rights and actions of the Insured Person, against responsible third parties.

## Article 8 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES

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Without prejudice of the provisions of article 21 of the General Terms and Conditions, communications or notifications from the Policyholder or from the Insured Person and the Insurer may alternatively be made through the Millenniumbcp app.

## Article 9 – ASSISTANCE CONTACTS

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In the event of a claim, the Insured Person or their legal representative should contact the Assistance Service using the telephone number 21 034 79 44 - cost of a call to the national fixed network, personalized customer service available all business days from 12:00 a.m. to 12:00 p.m. (+351 21 034 79 44 if abroad - cost of the call according with your contracted tariff, personalized customer service available all business days from 00:30 a.m. to 12:00 p.m. local time), precisely stating:

- The full name of the beneficiary of the service (insured person);
- Policy number;
- Address where the person is located;
- Type of assistance requested and description of the occurrence;
- Telephone number by which the beneficiary may be contacted;
- Insured person's TIN;
- Regarding coverages 13, 14 and 15, documentation justifying the occurrence;
- Regarding coverage 16, report of the occurrence from the handling company;
- Regarding other coverages, the relevant documentation shall be determined on a case by case basis.

The assistance request can also be made through the Millenniumbcp app whenever this service is available.

The present document is a translation of the Portuguese version. In case of discrepancy between the versions, the Portuguese version shall prevail. Does not exempt consultation of the legally required pre-contractual and contractual information.