OCIDENTAL
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Medical Emergency Assistance at Home Insurance

Associated with the Prestige Programme

General and Special Conditions of the Policy

Customer information line: 210 042 490 / 226 089 290
Cost of a call to the national fixed network
Cost of the call according with your contracted tariff
Personalized customer service available all business days
from 8:30 a.m. to 7:00 p.m.

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General Conditions of Medical Emergency Assistance at Home Associated with the Prestige Programme

General Conditions of Medical Emergency Assistance at Home

PRELIMINARY ARTICLE

1. Ageas Portugal - Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder, both further identified in the Particular Conditions, conclude this insurance contract which is regulated by the General Conditions and Particular Conditions and, if contracted, the Special Conditions.

2. The personalisation of this contract is made in the Particular Conditions along with the identification, including the tax identification number of the parties and their respective domicile, data from the Insured Person, data from the Insurer representative for the purpose of Claims, the insured capital or the method for its determination as well as the determination of the Premium or formula for its calculation.

CHAPTER I
DEFINITIONS, OBJECT AND GUARANTEES OF THE CONTRACT

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

PLACE OF RISK: The place indicated in the Particular Conditions as being the Insured Person's residence.

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

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

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

ARTICLE 2 - OBJECT AND GUARANTEES OF THE CONTRACT

1. This contract guarantees, under the terms of the General, Special and Particular Conditions, the Home Assistance services in situations of medical emergency.

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

3. The guarantees of this contract cover the following Home Assistance Services:

a) home doctor - in case of sudden and urgent illness of the Insured Person, the Assistance Service shall send a doctor to their home, bearing the respective costs except for the part corresponding to the co-payment per appointment, if applicable, included in the Particular Conditions, which shall always be borne by the Insured Person. This guarantee shall be provided within the temporal and territorial scope indicated in the Particular Conditions;

b) dispatch of an auto ambulance - the Assistance Service shall dispatch an auto ambulance to transport the Insured Person, as a result of the accident or illness, in this last case after intervention of the doctor at home. Whenever recognised as necessary, the Insured Person shall be accompanied by a doctor from the Assistance Service. If the Insured Person or their legal representative has directly requested the auto ambulance and settled its cost, the Assistance Service is not responsible for the refund of said expenses;

c) referral to the hospital - at the request of the Insured Person or their legal representative, and in case of hospitalisation, the Assistance Service shall accompany the treatment of the Insured Person and shall maintain contact with the doctor in charge and the corresponding family, whenever the clinical condition so justifies;

d) immediate medical referral - medical referral service, in case of emergency, via telephone, available 24 hours a day. The Assistance Service shall promote the telephone contact of the on-call doctor with the Insured Person or their legal representative, adopting, for each case, the measures deemed most convenient;

e) help returning home (convalescence) - the Assistance Service shall borne the costs of transporting the patient back to their home, by ambulance or taxi, provided the Assistance Service requested the transport of the Insured Person to the hospital;

f) baby-sitting service - if there are small children not yet attending school, the Assistance Service shall provide a person to take care of them during the period of hospitalisation of the family member, the Insured Person bearing this cost.

ARTICLE 3 - TERRITORIAL SCOPE

Unless otherwise expressly agreed to in the Particular Conditions, this contract only takes effect in relation to events occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores, at the place of risk indicated in the Particular Conditions.

ARTICLE 4 - EXCLUSIONS

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

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

b) benefits relating to claims arising from the deliberate misconduct of any of the Insured Persons;

c) benefits relating to claims arising from the Insured Person's action or omission when the latter has an alcohol level equal to or greater than 0.5 g/L or when they are under the influence of narcotics without medical prescription or when they are unable to control their actions;

d) services that are provided but not requested from the Insurer or that are performed without their agreement.

CHAPTER II
INITIAL AND SUPERVENING RISK STATEMENT

ARTICLE 5 - DUTY OF INITIAL RISK STATEMENT

1. The Policyholder or Insured Person is required, prior to signing the contract, to accurately declare all circumstances of which they are aware and should reasonably deem to be significant to the Insurer's risk assessment.

2. The provision in the preceding paragraph is also applicable to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.

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

1. In the event of deliberately fraudulent breach of the duty referred to in paragraph 1 of the preceding article, the contract may be annulled by a declaration sent to the Policyholder by the Insurer.

2. In the absence of a claim, the statement referenced in the preceding paragraph must be sent within three months of becoming aware of the breach.

3. The Insurer is not obligated to cover an incident that occurs before becoming aware of the deliberate breach referred to in paragraph 1 or within the deadline provided for in the preceding paragraph, following the general annulment regime.

4. The Insurer has the right to the premium due by the end of the deadline referred to in paragraph 2, unless the Insurer or its representative has engaged in gross or deliberate negligence.

5. In the event of deliberate misconduct of the Policyholder or Insured Person for the purpose of obtaining an advantage, the premium is due until the end of the contract.

ARTICLE 7 - NEGLIGENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT

1. In case of negligent breach of the duty referenced in Article 5(1), the Insurer may, through a statement sent to the Policyholder within three months after becoming aware:

a) propose an alteration to the contract, setting a deadline of no later than 14 days, to send the acceptance or, if admitted, the counteroffer;

b) ceasing the contract, and demonstrating that they do not under any circumstances conclude contracts for coverage of the risk related to the omitted or inaccurately stated fact.

2. The contract ceases to be effective 30 days after the statement of termination has been sent or 20 days after receipt of the proposed alteration by the Policyholder, if there is no answer or it is rejected.

3. In the case referenced in the previous paragraph, the premium is returned pro rata temporis, taking into account the existing coverage.

4. If, prior to termination or alteration of contract, a Claim occurs whose verification or consequences have been influenced by a fact relative to which there have been negligent omissions or inaccuracies:

a) the Insurer shall cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact;

b) the Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they known of the omitted or inaccurately stated fact, shall not cover the claim and are only bound to refund the premium.

ARTICLE 8 - RISK INCREASE

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

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

a) submit a proposal for contract modification to the Policyholder, which must be accepted or refused within an equal timeframe, after which the proposed modification is deemed approved;

b) terminate the contract by showing that under no circumstances is the Insurer to enter contracts that cover risks with characteristics resulting from such risk increase.

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

ARTICLE 9 - CLAIMS AND RISK INCREASE

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

a) cover the risk, making the agreed instalment, if the risk increase was correctly and timely reported before the Claim or before the deadline provided for in paragraph 1 of the preceding article;

b) partially covers the risk by reducing its instalment in proportion to the premium actually charged and that which would be due on basis of the real circumstances of the risk, if the increase was not correctly and timely reported before the Claim;

c) may refuse coverage in the event of deliberate misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, and retain the right to outstanding premiums.

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

CHAPTER III
PAYMENT AND ALTERATION OF PREMIUMS

ARTICLE 10 - PREMIUM DUE DATE

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

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

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

ARTICLE 11 - COVERAGE

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

ARTICLE 12 - PREMIUM PAYMENT NOTICE

1. While the contract remains in force, the Insurer must notify the Policyholder in writing of the amount payable, as well as the payment method and place, at least 30 days prior to the date on which the premium, or its instalments thereof, become payable.

2. The notice must legibly state the consequences of non-payment for the premium or its instalment.

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

ARTICLE 13 - NON-PAYMENT OF PREMIUMS

1. Non-payment of the initial premium or its first instalment on the due date determines the automatic termination of the contract from the date of its conclusion.

2. Non-payment of the subsequent annuities or the first instalment on the due date shall prevent the extension of the contract.

3. Non-payment determines the automatic termination of the contract on the due date of:

a) an instalment of the premium in the course of an annuity;

b) an adjustment premium or portion of a variable amount premium;

c) an additional premium resulting from contract modification based on a supervening risk increase.

4. Non-payment, by the due date, of an additional premium resulting from a contractual amendment determines the inefficiency of the alteration, replacing the contract with the scope and conditions in force prior to the intended modification, unless sustainability of the contract proves impossible, in which case it is terminated on the due date of the unpaid premium.

ARTICLE 14 - ALTERATION OF THE PREMIUM

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

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

ARTICLE 15 - START OF COVERAGE AND EFFECTS

1. The day and time in which risk coverage begins are indicated in the contract, without prejudice to the provisions of Article 11.

2. That established in the preceding paragraph is equally applicable to the start of the contract, if it is different from the start of the risk coverage.

ARTICLE 16 - DURATION

1. The contract indicates its duration, which may be for a specified and fixed period or for one year renewable for further periods of a year.

2. The contract effects cease at midnight on the last day of its term.

3. The extension provided for in paragraph 1 does not take effect if either party terminates the contract by written statement sent to the addressee with a minimum advance of at least 30 days prior to the extension date or if the Policyholder fails to pay the premium.

ARTICLE 17 - ARRANGEMENTS FOR CONTRACT TERMINATION

1. In addition to the possibility of withdrawal provided for in paragraph 3 of the preceding Article, the contract may cease by expiration, revocation through agreement between parties or by termination.

2. This contract expires at the end of the stipulated validity period, if any, and in the event of supervening loss of interest or extinction of risk and whenever the total of the insured capital is verified for the period of contract validity without the anticipated need for the replacement of such capital.

3. If the contract has been concluded at a distance, the Policyholder, who is a natural person, has the right to terminate the contract without just cause, within 14 days immediately after the date of receiving the Policy.

4. Without prejudice to the provisions of the preceding paragraph, the contract may be terminated by the parties at any time, with just cause, through registered post.

5. The amount of the premium returned to the Policyholder in the event of early contractual termination is calculated in proportion to the period of time that would elapse from the date of coverage termination until contract maturity, except for a different calculation agreed to by the parties based on an acceptable reason, such as the guarantee of technical separation between annual insurance and temporary insurance pricing.

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

7. Termination of the contract takes effect 15 days from the date in which the termination

statement was sent.

CHAPTER V
DEDUCTIBLE

ARTICLE 18 - DEDUCTIBLE

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

CHAPTER VI
MISCELLANEOUS PROVISIONS

ARTICLE 19 - COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE PARTIES

1. Communications or notifications from the Policyholder or the Insured Person provided for in this policy are considered valid and effective if they are conveyed to the Insurer's head office or branch, as appropriate.

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

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

4. The Insurer is only obligated to send the communications provided for in this contract if the recipient of the communication is duly identified in the contract, and the communication is considered valid if forwarded to the corresponding address contained in the Policy.

ARTICLE 20 - CLAIMS, ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION

1. Without prejudice to the appeal to the Courts, the Policyholder or the Insured Person may submit claims arising from the interpretation or application of this contract to the department responsible for managing the Insurer's claims, to the Customer Ombudsman or to the Autoridade de Supervisão de Seguros e Fundos de Pensões [Insurance and Pension Funds Supervisory Authority] (www.asf.com.pt), according to their legal powers.

2. Disputes arising from the validity, interpretation, execution and default of the insurance contract may be settled by arbitration.

3. The arbitration provided for in the preceding paragraph follows the general Arbitration Law scheme.

4. In the event of a consumer dispute, the consumer may resort to the alternative dispute resolution entity indicated in the Particular Conditions.

ARTICLE 21 - APPLICABLE LAW AND JURISDICTION

1. This contract shall be governed by Portuguese law.

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

Medical Emergency Assistance at Home insurance Special Conditions - Associated with the Prestige Programme

The Medical Emergency Assistance at Home Insurance which benefits subscribers of the Millenniumbcp Prestige Programme, includes the General Conditions of the Policy and these Special Conditions, which, in case of doubt, shall prevail over the General Conditions.

ARTICLE 1 - SCOPE OF COVERAGE

1. This contract is to access, via the telephone number +351 210 347 933, (personalized customer service available all days, 24 hours a day cost of a call to the national fixed network), the services of Home Assistance Services provided for by this Policy.

2. This guarantee shall be provided throughout the national territory, with the exception of the Azores where coverage is limited to the Island of S. Miguel, and shall be provided 24 hours a day.
If a doctor is not immediately available, the Assistance Service shall provide, if necessary, the transfer of the Insured Person to an appropriate Medical Centre.

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

ARTICLE 2 - EXCLUSIONS

Without prejudice to the exclusions provided for in the General Conditions, this insurance contract does not guarantee in any case, benefits that have not been requested from the Insurer's Assistance Services within the deadlines established or expenses that have not been made with its prior agreement, save for cases of force majeure or proven material impossibility.

ARTICLE 3 - START OF COVERAGE EFFECTS

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

ARTICLE 4 - DURATION OF THE CONTRACT

1. This contract is entered into for one year to be continued for subsequent years and shall be considered successively renewed for annual periods.

2. This contract shall cease to have any effect on the Insured Persons who lose their status as subscribers of the Prestige Programme.