



Multi-risk Insurance for Electronic Data Processing Equipment

Associated with the Prestige Programme

General and Special Conditions of the Policy

Customer Service: 210 042 490/226 089 290

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General Conditions of the Multi-risk Insurance for Electronic Data Processing Equipment Associated with the Prestige Programme

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, GUARANTEES AND SCOPE OF THE CONTRACT

ARTICLE 1 – DEFINITIONS

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

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

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

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

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

INSURED PERSON: The First holder of the demand deposit account associated with the Millenniumbcp Prestige Programme.

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

ACCIDENT: An event of a fortuitous, sudden, unforeseeable, external nature and beyond the control of the Insured Person.

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

ELECTRONIC DATA PROCESSING EQUIPMENT: Desktop computers or laptops, tablets, monitors, printers, keyboards, mice and other peripherals considered computer equipment.

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

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

DEDUCTIBLE: Value that, in the case of a claim, shall be borne by the Insured Person and whose amount is stipulated in the Contract's Special Condition.

ARTICLE 2 – OBJECT AND GUARANTEES OF THE CONTRACT

- 1. This contract safeguards electronic data processing equipment, defined in the preceding article, owned by the Insured Person, located in the Place of Risk identified in the contract's Particular Conditions.**
- 2. The Insurer guarantees the Insured Person, under the terms of this contract and within the cap of Insured Capital, indemnity for damages caused to the insured objects as a result of an Accident caused by the risks expressly provided for in the Special Conditions of the Policy, provided that such damage requires repair or replacement of said objects.**

ARTICLE 3 – TERRITORIAL SCOPE

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

ARTICLE 4 – EXCLUSIONS

1. In addition to the exclusions provided for in the Special and Particular Conditions, the damages that arise from this Policy are excluded from coverage such as:

- a) hostile action or war, declared or otherwise, whether in peacetime or wartime, including preventive, defensive or combat actions against an expected, imminent or existing attack, and invasion, perpetrated by:**
 - i) any government or de facto or de jure sovereign power or any authority maintaining or using ground, naval or air forces;**
 - ii) any agent of such government, power, authority or forces.**
- b) civil unrest, rebellion, insurrection, revolution, popular or military uprising, seizure of power, civil war, martial law, state of siege, or any other event or cause requiring the proclamation or maintenance of martial law or a state of siege, including actions taken by existing *de jure* or *de facto* authorities to prevent, defend against or combat such occurrences;**
- c) acts of sabotage and terrorism, understood to mean those considered as such**

by Portuguese penal legislation in force;

- d) contamination by chemical or bacteriological agents, contamination being understood as the poisoning or the prevention or limitation of the use of objects due to the effects of chemical or biological substances;
- e) use of missiles;
- f) direct or indirect effects of explosions, release of heat and radiation from the fission of atoms or radioactive substances and also those resulting from radiation caused by the artificial acceleration of particles;
- g) pollution or contamination of the soil, atmosphere and water and, in general, any type of loss or damage to the environment, directly or indirectly, resulting from pollution or contamination, including the Insured Person's own assets, even if resulting from an indemnifiable incident under the Policy, also excluding all and any cleaning costs, costs with removal of materials and decontamination of any kind of assets;
- h) seizure or destruction by order of customs authorities, confiscation, commandeering, requisition, nationalisation or damages caused to the insured assets by order of *de facto* or *de jure* Government, or by order of any established civil or military authority;
- i) losses or damages resulting from errors or viruses affecting data, information, records, computer programs and software, as well as corruption, alteration or destruction thereof;
- j) deterioration or wear and tear of computer equipment or hardware, which makes it impossible to access data, information and records or the normal functioning of computer programmes and software;
- l) indirect losses or ceasing profits of any kind;

- m) deliberate actions or omissions by the Insured Person or any other person responsible for the insured assets;
- n) shortages, internal malfunctions or defects of the insured assets;
- o) loss or damage as a result of strikes, riots and disturbances to public order;
- p) acts of vandalism and malicious acts.

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

CHAPTER V OBLIGATIONS AND RIGHTS OF THE PARTIES

ARTICLE 18 – OBLIGATIONS OF THE POLICYHOLDER AND INSURED PERSON

1. In the event of an incident covered by this contract, the Policyholder or the Insured Person undertake:

- a) to communicate this fact in writing to the Insurer, within the shortest possible timeframe, never more than eight days from the day of the occurrence or the day in which it was discovered, explaining its circumstances, possible causes and consequences;**
- b) to provide the Insurer with the relevant information requested in relation to the claim, its causes and its consequences;**

2. Breach with the provisions of sub-sections a) to b) from the preceding paragraph determines, except as provided for in the following paragraph:

- a) the reduction of Insurer benefit in view of the damage by which the breach causes it;**
- b) the loss of coverage if breach is deliberate and it has been determined to have caused significant damage to the Insurer.**

CHAPTER VI

MISCELLANEOUS PROVISIONS

ARTICLE 19 – INTERVENTION BY INSURANCE INTERMEDIARY

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

Article 20 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN 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. **The communications provided for in this contract must be in writing or delivered via another means that leaves a durable record.**
3. **The Insurer is only obligated to send the communications provided for in this contract if the recipient of the communication is duly identified in the contract, and the communication is considered valid if forwarded to the corresponding address contained in the Policy.**

ARTICLE 21 – APPLICABLE LAW, COMPLAINTS AND ARBITRATION

1. The applicable law governing this contract is Portuguese law.
2. Within the scope of this contract, complaints may be submitted to the Insurer's services identified in the contract, as well as to the Insurance and Pension Funds Supervisory Authority (wwwASF.com.pt).
3. In disputes arising under this contract, recourse to arbitration may be made, filed in terms under the law.

ARTICLE 22 – JURISDICTION

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

Special Condition of the Multi-risk Insurance for Electronic Data Processing Equipment Associated with the Prestige Programme

The Multi-risk Insurance for Electronic Data Processing Equipment associated with the Millenniumbcp Prestige Programme includes the General Conditions of the Policy and these Special Conditions which, in case of doubt, shall prevail over the General Conditions.

ARTICLE 1 – DEFINITIONS

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

POLICYHOLDER: Banco Comercial Português, S.A., in these Conditions also referred to as 'Millenniumbcp'.

FIRE: The accidental combustion that results in the outbreak of flames outside of a regular source of fire, even if caused by the latter, and which may spread on its own.

LIGHTNING STRIKE: Damage caused to the insured assets by an atmospheric discharge between cloud and ground consisting of one or more current pulses that result in the phenomenon's characteristic light pattern (lightening), which permanently mechanically deforms the insured assets.

EXPLOSIONS: The sudden and violent increase or decrease in gas or vapour pressure.

STORMS: The meteorological phenomena such as typhoons, cyclones, tornadoes and all direct action of winds provided that, at the place and time of the accident, the winds have reached a speed equal to or greater than 90 km per hour or flooding due to the fall of rain, snow or hail, provided that these atmospheric agents penetrate the interior of the building.

AIRCRAFT CRASH: Damage caused to the place of risk as a direct consequence of the crash or fall of all or part of air navigation appliances and space craft or objects fallen therefrom.

SHORT-CIRCUIT AND OTHER ELECTRONIC PHENOMENA: The direct effects of electrical current, in particular, overvoltage and current spikes, short-circuit, electrical arc formation and other similar phenomena including the effects of atmospheric electricity, as a result of lightning, even if any of these events give rise to fire, but considering in this case, only the losses resulting from the damage caused, are covered, exclusively in the equipment which caused the claim.

HANDLING MISTAKES, MALPRACTICE OR NEGLIGENCE: Equipment handling errors arising from malpractice, carelessness or negligence of the Insured Person.

THEFT: The act carried out by an agent or third party with an illegitimate intention to appropriate or remove moveable property belonging to others at the place of risk.

ROBBERY: The act carried out by an agent or a third party with illegitimate intention to appropriate, remove or force the surrender of moveable property belonging to others by means of violence against a person, threats of imminent danger to life or physical integrity, or making it impossible for the person to react.

SEISMIC PHENOMENA: Earth tremors, earthquakes, volcanic eruptions, tsunamis and underground fire as well as fire resulting from these phenomena.

ARTICLE 2 – START AND DURATION OF THE COVERAGE

- 1. Risk coverage starts at midnight on the day following that on which the Insured Person becomes a subscriber of the Prestige Programme.**
- 2. Coverages cease automatically on the first of the following dates:**
 - a) on the date on which the Insured Person ceases to be the subscriber of the Prestige Programme;**
 - b) on the date the Demand Deposit account is closed.**
- 3. This contract is entered into for an initial period of one year and is extended successively, at the end of the stipulated term, for further periods of one year.**

ARTICLE 3 – COVERED GUARANTEES

1. The Insurer guarantees the Insured Person, under the terms of this contract and within the cap of Insured Capital, indemnity for damages caused to electronic data processing equipment, property of the Insured Person, located in the Place of Risk identified in the Particular Conditions, as a result of an accident caused by the following risks, defined in paragraph 1 of this Special Condition:

- a) Fire, lightning strike and explosion;**
- b) Storms;**
- c) Aircraft crash;**
- d) Short-circuit and other electronic phenomena;**
- e) Handling mistakes, malpractice or negligence;**
- f) Robbery or Theft;**
- g) Seismic Phenomena.**

2. This guarantee may only be activated if the damage caused to the insured assets requires them to be repaired or replaced.

ARTICLE 4 – EXCLUSIONS

In addition to the exclusions provided for in the General Conditions of the Policy, the following is also excluded from the insurance guarantee:

- a) losses or damages already existing at the date of the incident;
- b) fall, crash or collision of the insured asset, as well as obstruction or introduction of foreign objects to it;
- c) spillage, accidental infiltration of water or other liquids;
- d) continuous influence of operation, such as wear and tear, corrosion, rust, effects from acid vapours, gas or any other chemical product, or from gradual deterioration due to lack of use or normal atmospheric conditions;
- e) aesthetic defects, such as scratches on painted, polished or enamelled surfaces;
- f) damage to parts and accessories that must be changed regularly, such as pipes, coals, lamps, fuses, valves, gaskets, cables, metallic wires, engraved cylinders and others subject to wear and tear, unless such parts are directly damaged by an accident suffered due to an incident suffered by the insured assets and covered by the Policy;
- g) lack of maintenance or assistance in accordance with the recommended manufacturer instructions, as well as loss or damage to insured equipment as a direct result of maintenance work;
- h) the expenses borne with maintenance work, including the cost of parts replaced during such operations, or with the elimination of malfunctions, unless such expenses are necessary due to losses or damages under the warranties granted by this Policy;
- i) loss or damage to assets taken for rent by the Insured Person and for which the respective owner is legally or contractually liable, namely as a result of a rental, finance lease or maintenance service agreement;
- j) negligent actions or omissions by the Insured Person, for not having taken the necessary and effective measures to prevent access of unauthorised persons to the insured assets;
- k) losses or damages for which the manufacturers, suppliers or vendors of the insured assets or the persons entrusted with their maintenance are legally or contractually responsible;
- l) damages caused to equipment installed in constructions recognised as fragile, such as wood structures or plastic panels, as well as those where at least 50 % of construction materials are not considered resistant;
- m) losses or damages to the insured objects if, at the time the event occurred, the building where the equipment was installed was already damaged, defective, collapsed or shifted from its foundations, in such a way that its overall stability and safety is affected;
- n) theft or robbery, the simple attempt or preparatory acts thereof due to the action of the Insured Person, their family members, employees, agents, other service providers or by any person who cohabits with that person or has keys to furniture or real estate to their guard;
- o) robbery or theft of objects from patios, terraces or open annexes or in other places with no surveillance or proper protection;
- p) the manifest negligence of the Insured Person regarding the protection of the insured assets, considering that there is manifest negligence of the Insured Person, namely when:
 - i) keys have been left in locks, under a rug, in the postbox, or in any other easily accessible location;
 - ii) the Insured Person has not replaced locks after the theft or break-in or with

false keys, or in case of loss of keys.

ARTICLE 5 – INSURED CAPITAL

This contract guarantees a maximum capital of €600.00 per annuity.

ARTICLE 6 – DEDUCTIBLES

This contract's guarantees are subject to a Deductible payment in the amount of €50.00 per claim, borne by the Insured Person.

ARTICLE 7 – OBLIGATIONS OF THE INSURER

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

ARTICLE 8 – OBLIGATIONS OF THE INSURED PERSON

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