

# De Cá para Lá Repatriation General and Special Policy Conditions

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## ASSISTANCE INSURANCE - GENERAL CONDITIONS

### Preliminary clause

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1. An insurance contract is established between Ageas Portugal - Companhia de Seguros, S.A., hereinafter referred to as the Insurer, and the Policyholder mentioned in the Specific Conditions, which is governed by these General Conditions and the Specific Conditions, in accordance with the statements contained in the application on which it is based and of which it forms an integral part.
2. This contract is set out individually in the Specific Conditions, including the identification of the parties and their domicile, the details of the Insured, the Insured Persons and the determination of the premium or the premium calculation formula.
3. Cover is provided in the General Terms and Conditions and specifically identified in the Specific Terms and Conditions.
4. In addition to the conditions set out in the preceding paragraphs, which constitute the policy, specific and objective advertising messages which contradict the clauses of the policy also form part of this contract, unless they are more favourable to the Policyholder, the Insured or the Insured Person.
5. The provisions of the previous paragraph do not apply to advertisements, which ceased to be broadcast more than one year before the execution of the contract, or where the advertisements specify a period of validity and the contract was signed outside this period.

## CHAPTER I - DEFINITIONS AND SCOPE

### Clause 1 - Definitions

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For the purposes of this contract:

- a) **Accident** - an event caused by a sudden, external, violent and unforeseeable event, beyond the Insured's control, which results in serious and irreversible personal injury;
- b) **Pre-existing condition** - a disability, illness, deformity or injury from which the insured person is already suffering at the date of execution of the contract or inclusion in the insurance;
- c) **Household** - the insured person, his/her spouse or persons living in similar circumstances to spouses, children, step-children and adopted children living permanently in a joint household with the insured person;
- d) **Policy** - all the conditions identified in the Preliminary Clause under which the insurance contract is formalised;
- e) **Amendment** - the document that formalises the changes made to the insurance contract;
- f) **Sum insured** - the maximum amount for which the insurer is liable in the event of a claim covered by the policy;
- g) **Repatriation costs** - the costs incurred for the justified and medically appropriate transport of the insured person, in the event of death, accident or serious illness, duly validated by the insurer.
- h) **Illness** - a natural and involuntary change in the state of health, not caused by an accident, the symptoms of which can be recognised by a doctor;
- i) **Serious illness** - serious illness means only the following situations:
  - i. treatment of malignant disease, except at the TIS stage (cancer in situ);
  - ii. neurosurgery: any surgery on the skull or intracranial structures, coronary bypass surgery (myocardial revascularisation)
  - iii. surgical treatment involving open-heart surgery and bypass surgery to repair at least two coronary arteries
  - iv. heart valve surgery;
  - v. organ transport, i.e. the surgical transplantation of the heart, lungs, liver, kidneys, pancreas or bone marrow following an irreversible loss of function.
- j) **Refund** - return to the policyholder of part of the insurance premium already paid;
- k) **Deductible** - part of the amount of the claim settlement, determined in terms of value, days, percentage or any other limit, which is borne by the policyholder, the insured or the insured person.
- l) **Fraud** - unlawful conduct by the policyholder, the insured, the beneficiary or a third party, with a view to obtaining from the insurer, for themselves or for others, an unlawful advantage or an unlawful increase in advantage;
- m) **Bodily harm** - an offence that affects physical health;
- n) **Doctor** - graduate of a medical school, legally authorised to practise in the country concerned and whose speciality and registration are recognised by the Portuguese Medical Association;

- o) **Country of origin** - the country of which the Insured is a national or the country in which the Insured resided for tax purposes immediately prior to their residence in Portugal and which does not belong to the European Union.
- p) **Insured person** - a foreign national from a non-EU country intending to obtain a residence visa in Portugal, identified in the Specific Conditions;
- q) **Premium** - the total amount payable in return for the agreed cover, including everything contractually owed by the policyholder, i.e. the cost of covering the risk, acquisition, management and collection costs and the cost of issuing the policy, plus any taxes and para-fiscal charges payable by the policyholder;
- r) **Insured** - the person or organisation holding the insured interest;
- s) **Assistance service** - an external entity hired for this purpose, through a protocol signed with the insurer, which organises and provides, on behalf of the insurer, the obligations arising from this policy.
- t) **Claim** - the total or partial occurrence of the event that triggers the risk cover provided by the policy;
- u) **Policyholder** - the entity that enters into the insurance contract with the insurer and is responsible for paying the premium.

## Clause 2 - Scope, Coverage and Insured Persons

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1. The insurer hereby covers the risks mentioned in the general and special terms and conditions, resulting from the death, accident or serious illness of the insured, insofar as they are covered and within the limits provided for by the cover taken out and mentioned in the applicable contractual documentation.

2. Coverage of the risk depends on the Insured's stay in Portugal and begins on the date of entry into Portugal of the Insured following application for a residence visa in Portugal.

3. When expressly mentioned in the Specific Conditions, the following coverage is ensured by the Assistance Service:

- a) **Transport or repatriation of the Insured in the event of an accident or serious illness** - In the event of an accident or serious illness of the Insured, the Assistance Service will ensure the transport or repatriation of the Insured by guaranteeing the payment of transportation costs to the address indicated by the Insured in the country of origin. The Assistance Service's medical team, in collaboration with the Insured's attending physician, will monitor the situation in order to determine whether repatriation is possible and to define the most appropriate means of transportation, taking into account the Insured's clinical condition.
- b) **Transport or repatriation of the deceased Insured** - In the event of the death of the Insured, the Assistance Service handles the formalities for transport or repatriation of the body, guaranteeing payment of transportation costs to the place of burial in the country of origin.

4. The cover provided for in the previous paragraph is limited to a total annual

**capital per Insured of €30,000.00.**

5. Notwithstanding the provisions of clause 24 of the General Conditions, in the event of a claim, the Insured Person or their legal representative must contact the Assistance Service on the telephone number indicated in the General or Specific Conditions, indicating:

- a) The full name of the insured person;
- b) The policy number;
- c) Their current address;
- d) The type of assistance requested;
- e) The telephone number at which the insured person can be contacted

**6. Unless otherwise stipulated in the Specific Conditions, the contract applies to insured persons who meet the following conditions:**

- a) identified in the Specific Conditions and a member of the household;**
- b) aged 75 (seventy-five) or less on the date the contract is signed;**

### Clause 3 - Territorial limits

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1. This contract takes effect for accidents or events occurring in Portugal, and any repatriation can only take place from Portugal;
2. The cover provided by this contract is only valid for the Insured residing in Portugal, and the cover is suspended or cancelled when the Insured travels abroad for a period of more than 90 days, or when the Insured establishes their habitual and permanent residence abroad.

## CHAPTER II - EXCLUSIONS

### Clause 4 - Exclusions and coverage limitations

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1. The following situations are always excluded from cover under this contract:
  - a) Situations, disabilities, injuries, deformities or illnesses already existing on the date of inclusion in the insurance, as well as their consequences;
  - b) Situations resulting from events prior to the insured person's inclusion in this contract, even if their consequences were prolonged or manifested after inclusion;
  - c) Claims resulting from an illness or accident that occurred outside Portugal, as well as injuries resulting from surgery or other medical procedures not caused by an accident or illness covered by the policy;
  - d) Injuries or consequences suffered by the Insured resulting from criminal, administrative, disciplinary or other intentional acts committed or attempted by the Policyholder, the Insured or the Beneficiary, whether they affect objects, third parties or persons covered by this contract;
  - e) Acts or omissions involving imminent danger to the physical integrity or health of the Insured;
  - f) Malicious acts or omissions or gross negligence on the part of the Insured, the Policyholder, the Insured or the Beneficiaries, and those for whom they are civilly liable;
  - g) An explosion or any phenomenon directly or indirectly related to the disintegration or fusion of atomic nuclei, nuclear reactions, nuclear radiation or the effects of radioactive contamination, or the use or transport of radioactive materials;
  - h) Suicide or attempted suicide and deliberate mutilation or attempted mutilation, as well as bodily injury that the Insured commits or causes to be committed on themselves, even if these acts are committed while incapable of sound judgement;
  - i) Benefits for losses resulting from the action or omission of the insured person when their blood alcohol level is equal to or greater than 0.5 g/l, or any other lower limit provided for by law, or when they are under the influence of psychotropic substances, narcotics, hallucinogens or any



drug or toxic product without a medical prescription, or when they are unable to control their actions;

- j) Situations resulting from strikes, labour disputes, riots or disturbances of the peace, acts of terrorism and sabotage, insurrection, revolution, rebellion, civil war, invasion and war, whether declared or not, against a foreign country and hostilities between foreign nations, whether war is declared or not, or acts of war resulting directly or indirectly from such hostilities.
  - k) Accidents resulting from the practice and training of federated professional or amateur sports, as well as the practice of other "special" sports such as mountaineering, boxing, karate and other martial arts, bullfighting, parachuting, paragliding, hang-gliding, all 'extreme' sports, speleology, underwater fishing and hunting, hunting wild animals, winter sports with the exception of skiing, all sports involving motorised vehicles (two-wheeled or otherwise), motor sailing and other activities that are similar in terms of their danger;
  - l) Accidents resulting from natural disasters, such as cyclonic winds, earthquakes, tsunamis, other phenomena similar in their effects and lightning.
  - m) Accidents resulting from the Insured's use of aircraft or ships not belonging to commercial lines or routes;
  - n) Burial, cremation and funeral expenses;
  - o) Childbirth, pregnancy or voluntary or involuntary termination of pregnancy;
  - p) Conditions resulting from the Insured's involvement in bets, challenges or brawls, unless, in the latter case, the Insured was acting in self-defence or in order to save persons or property;
  - q) Conditions caused by psychopathologies of any kind, as well as illnesses without clinical evidence.
2. The insured loses their right to compensation if they wilfully and intentionally aggravate the consequences of the accident.
3. Coverage is subject to prior communication to the Assistance Service of the Insurer, and any payment not requested in advance to the Assistance Service or made without its prior agreement will not be guaranteed, except in the event of force majeure or proven material impossibility.

## CHAPTER III - INITIAL AND SUBSEQUENT DECLARATION OF RISK

### Clause 5 - Duty to declare risk initially

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- 1. Before the contract is signed, the policyholder, the insured person or the insured is obliged to declare accurately all the circumstances of which they are aware and which they ought reasonably to consider as significant for the assessment of the risk by the insurer.**
- 2. The provisions of the preceding paragraph also apply to circumstances, which are not required to be mentioned in a questionnaire provided by the insurer for this purpose.**
- 3. The insurer who has accepted the contract may not, except in the case of wilful misconduct on the part of the policyholder, the insured or the insured person, take advantage of the contract in order to obtain a benefit:**
  - a) arising from failure to answer a question in the questionnaire;**
  - b) an imprecise answer to a question formulated in too general terms;**
  - c) a manifest inconsistency or contradiction in the answers to the questionnaire;**
  - d) a fact that its representative, at the time of signing the contract, knew to be inaccurate or, having omitted it, was aware of;**
  - e) circumstances known to the insurer, in particular when they are public and well-known.**
- 4. Before signing the contract, the insurer shall inform the prospective policyholder, the insured person or the insured of the obligation referred to in paragraph 1, as well as the consequences of non-compliance, under penalty of incurring civil liability pursuant to the general terms and conditions.**

## **Clause 6 - Intentional failure to fulfil the duty of initial risk declaration**

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- 1. In the event of a deliberate breach of the obligation referred to in paragraph 1 of the preceding clause, the contract may be terminated by means of a declaration sent by the insurer to the policyholder.**
- 2. In the absence of a claim, the declaration referred to in the previous paragraph must be sent within three months of becoming aware of the breach.**
- 3. The insurer shall not be obliged to cover a claim, which occurred before it became aware of the intentional infringement referred to in paragraph 1 or during the period provided for in the preceding paragraph, and the general regime of cancellation shall apply.**
- 4. The insurer is entitled to the premium due until the end of the period referred to in paragraph 2, unless the insurer or its representative has committed an intentional fault or gross negligence.**
- 5. In the event of wilful misconduct on the part of the policyholder, the insured or the insured person with the intention of obtaining an advantage, the premium is due until the end of the contract.**

## **Clause 7 - Negligent failure to fulfil the duty of initial risk declaration**

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- 1. In the event of a negligent breach of the obligation referred to in clause 5.1, the insurer may, by means of a declaration to be sent to the policyholder, within three months of becoming aware of the breach:**
  - a) propose a modification to the contract, setting a deadline of at least 14 days for sending the acceptance or, if accepted, the counter-proposal;**
  - b) terminate the contract, demonstrating that it will under no circumstances enter into contracts to cover risks related to the omitted or inaccurately declared fact.**
- 2. The contract ceases to have effect 30 days after the notice of cancellation is sent, or 20 days after the policyholder receives the proposed change, if they do not respond or refuse it.**
- 3. In the case referred to in the previous paragraph, the premium is refunded *pro rata temporis*, taking into account the coverage granted.**
- 4. If, before the cancellation or modification of the contract, an accident occurs, the occurrence or consequences of which have been influenced by a fact that has been the subject of a negligent omission or inaccuracy:**
  - a) the insurer covers 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, it had been aware of the omitted or inaccurately declared fact;

b) if the insurer proves that it would never have entered into the contract if it had been aware of the omitted or inaccurately declared fact, it shall not cover the claim and shall only be liable to refund the premium.

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#### **Clause 8 - Aggravation of risk**

1. During the term of the contract, the policyholder, the insured or the insured person is obliged, within 14 days of becoming aware of them, to notify the insurer of any circumstances that increase the risk, insofar as, if they had been known to the insurer at the time the contract was signed, they could have influenced the decision to contract or the terms and conditions of the contract.

2. Within 30 days of becoming aware of the increased risk, the insurer may:

- a) present the policyholder with a proposed amendment to the contract, which the policyholder must accept or reject within the same time period, after which the proposed amendment is deemed to have been approved;
- b) terminate the contract, demonstrating that it will under no circumstances enter into contracts covering risks with the characteristics resulting from this increase in risk.

3. Cancellation of the contract as provided for in point b) of the previous paragraph takes effect 14 days from the date on which the declaration of cancellation is sent to the policyholder.

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#### **Clause 9 - Claims and aggravation of risk**

1. If, before the cancellation or modification of the contract under the terms of the preceding clause, a claim arises whose occurrence or consequence has been influenced by the aggravation of the risk, the Insurer:

- a) will cover the risk, by making the agreed payment, if the aggravation of risk was correctly communicated in good time before the claim or before expiry of the period provided for in paragraph 1 of the preceding clause;
- b) will partially cover the risk, by reducing its portion in proportion to the premium actually received and that which would have been due based on the actual circumstances of the risk, if the aggravation of risk was not communicated correctly and in good time before the loss;
- c) may refuse cover in the event of wilful misconduct on the part of the policyholder, the insured or the insured person in order to obtain an advantage, while retaining the right to the premiums due.

2. In the situation provided for in paragraphs a) and b) above, if the increase in risk is the result of an act of the Policyholder, the Insured or the Insured person, the Insurer is not obliged to pay the benefit if it demonstrates that it does not under any circumstances enter into contracts covering risks with the

**characteristics resulting from this increase in risk.**

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## **CHAPTER IV - PAYMENT AND CHANGE OF PREMIUM**

### **Clause 10 - Due date of premium**

1. Unless otherwise agreed, the initial premium, or the first instalment thereof, is due on the date the contract is signed.
2. Subsequent payments of the initial premium, the premium for subsequent annual instalments and their successive instalments are due on the dates specified in the contract.
3. The part of the variable premium relating to the value adjustment and, where applicable, the part of the premium corresponding to the amendments to the contract are due on the dates indicated in the respective notices.

### **Clause 11 - Cover**

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**Coverage is subject to prior payment of the premium.**

### **Clause 12 - Premium payment notice**

1. During the term of the contract, the insurer must notify the policyholder in writing of the amount to be paid, as well as the method and place of payment, at least 30 days before the due date of the premium or instalments thereof.
2. The notice must clearly indicate the consequences of non-payment of the premium or instalments thereof.
3. The insurer may choose not to send the notice referred to in paragraph 1, in case of insurance contracts where the payment of the premium is agreed in instalments of three months or less and where the contractual documentation indicates the due dates of the successive instalments of the premium and the respective amounts to be paid, as well as the consequences of non-payment. In such case, it shall bear the burden of proving that the contractual documentation referred to in this paragraph has been issued, accepted and sent to the policyholder.

### Clause 13 - Non-payment of premium

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1. Failure to pay the initial premium or the first instalment thereof by the due date shall automatically terminate the contract with effect from the date on which it was signed.
2. Non-payment on the due date of the premium for the following annual instalments, or of the first instalment thereof, prevents the contract from being extended.
3. Failure to pay will result in automatic termination of the contract on the due date:
  - a) an instalment of the premium during the annuity period;
  - b) a settlement premium or part of a variable premium;
  - c) an additional premium resulting from an amendment to the contract based on a significant increase in risk.
4. Failure to pay an additional premium resulting from a contractual amendment by the due date renders the amendment null and void. The contract shall continue to exist with the scope and conditions that were in force prior to the amendment, unless continuation of the contract proves impossible, in which case it is considered terminated on the due date of the unpaid premium.

### Clause 14 - Change of premium

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If there is no change in the risk, any change in the premium applicable to the contract may only be made at the next annual due date, in which case the insurer must notify the policyholder of the new amount at least 30 days in advance.

## CHAPTER V - EFFECTS, DURATION AND DEFECTS OF THE CONTRACT

### Clause 15 - Coverage and effects

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1. This contract shall be deemed to have been signed for the term set out in the Specific Conditions and shall take effect, subject to payment of the initial premium or the first instalment, from midnight on the day immediately following acceptance of the application by the insurer. Unless, by agreement of the parties, another date is accepted for the taking effect, which may not, however, be earlier than the date of receipt of this application by the insurer.
2. At least 30 days before the renewal date, the insurer may propose changes to the conditions, premiums, capital, cover, co-payments and set deductibles, limits, levels of compensation and other contractual provisions that determine the value of the respective benefits.

## Clause 16 - Duration

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1. The contract specifies its duration, which may be fixed if the insurance is temporary, or one year, extendable for periods of one year.
2. The contract ends at midnight on the last day of its term.
3. The extension provided for in paragraph 1 shall not take effect if one of the parties cancels the contract at least 30 days before the date of the extension, or if the policyholder fails to pay the premium.

## Clause 17 - Expiry

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1. The contract expires at the end of the stipulated period of validity, if any.
2. The contract expires in the event of foreseeable loss of interest or extinction of the risk.
3. The contract also terminates on the date on which the policyholder's application for a residence permit is rejected by the competent authorities or on the date on which the residence permit issued to the policyholder expires.
4. When the duration of the contract or cover is determined according to the age of the Insured, the expiry date applies to each of the Insureds, and for each cover, in accordance with the provisions of the General and Special Conditions.

## Clause 18 - Revocation

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The insurer and the policyholder may terminate the insurance contract at any time by mutual agreement.

## Clause 19 - Cancellation

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1. An insurance contract signed for a fixed term with automatic extension may be freely terminated by either party in order to avoid its extension.
2. Cancellation must be made in writing and sent to the recipient at least 30 days before the contract extension date.
3. In the case of an insurance contract without a fixed term or with an initial term of five years or more, notwithstanding the provisions of the preceding paragraph, cancellation must be made at least 90 days before the expiry of the contract.

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**Clause 20 - Contract termination**

- 1. The contract may be terminated by the parties at any time, for good cause, by registered letter.**
- 2. The amount of the premium to be refunded to the policyholder in the event of early termination of the contract is calculated on a pro rata basis for the period that would have elapsed between the date of termination of cover and the expiry of the contract. That is, unless the parties agree to a different calculation for valid reasons, such as the technical separation between the pricing of annual insurance and that of term insurance.**
- 3. Termination of the contract takes effect at midnight on the day it becomes effective.**
- 4. In the case of individual insurance, where the policyholder is not the insured person, the insurer must notify the insured person of the termination of the contract as soon as possible, but no later than 20 days after the non-renewal or termination.**
- 5. Cancellation of the contract takes effect 14 days after the notice of cancellation is sent to the policyholder.**



## **Clause 21 - Cancellation after a claim**

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- 1. The parties may terminate the contract after a succession of claims.**
- 2. As per the preceding paragraph, it is presumed that there is a succession of claims when two claims occur during a period of twelve months or, if the contract is annual, during the course of the annuity. Special conditions may be laid down which, taking into account the type of insurance, enable the concept of a succession of claims to be satisfied differently. The cancellation provided for in paragraph 1 is not retroactive and must be exercised, by written statement, within 30 days of payment or refusal of payment of the claim.**

## **Clause 22 - Free cancellation**

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- 1. The policyholder, being an individual, may terminate the contract without a valid reason in the following situations:**
  - a) in the case of insurance contracts with a term of six months or more, within 30 days of receipt of the policy;**
  - b) in the case of insurance contracts signed remotely, not covered by the preceding paragraph, within 14 days of receipt of the policy.**
- 2. The periods provided for in the preceding paragraph run from the date on which the contract is signed, as long as the policyholder has at that date all the relevant information on the insurance which must appear in the policy, on paper or on another durable medium.**
- 3. The cancellation of the contract must be communicated to the insurer in writing, on paper or on another durable medium available and accessible to the insurer.**
- 4. Cancellation has retroactive effect and the Insurer is entitled to the amount of the premium, calculated in proportion to the period elapsed up to the date of cancellation, insofar as it has borne the risk up to that date. This includes the cost of the policy and the expenses it has reasonably incurred for medical examinations, unless the cancellation is based on the non-conformity of the conditions of the contract with the legal requirements applicable thereto.**
- 5. The insurer is not entitled to the benefits indicated in the previous paragraph in the event of free cancellation of an insurance contract signed remotely, unless the insurance cover begins before the end of the period of free cancellation of the contract at the request of the policyholder.**
- 6. The right of cancellation does not apply to insurance policies taken out remotely for a period of less than one month, or to group, travel or luggage insurance policies.**

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## **Clause 23 - Termination of individual cover**

- 1. Notwithstanding the other cases provided for in the contract, cover ceases automatically for each of the Insureds:**
  - a) when they cease to be part of the Insured's household, where applicable;**
  - b) when the coverage conditions are no longer met;**
  - c) with the payment of the Insurer's benefit in the event of death;**
  - d) when the application for a residence permit is rejected by the competent authorities or when the residence permit granted to the Insured ends;**
  - e) on the date on which the Insured reaches the age of 85 (eighty-five).**
- 2. The policyholder may request in writing, up to 30 days before the scheduled effective date, the exclusion of an insured person, in which case the premium will be cancelled, unless a benefit has been paid following a claim, in which case the premium is due for the entire effective period stipulated.**
- 3. The provisions of the preceding paragraph may be removed by agreement of the parties to the contrary, as long as there is a reasonable reason for such an agreement, such as ensuring a technical separation between the pricing of annual insurance and that of term insurance.**

## CHAPTER VI - OBRIGATIONS OF THE PARTIES

### Clause 24 - Obligations of the policyholder, the insured person and the insured in the event of a claim

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1. The Policyholder, the Insured Person and the Insured are obliged to, in regard to the Insurer:
  - a) **notify the Insurer of the occurrence of one of the events covered, as soon as possible and in writing, within a maximum of eight days from the date on which they became aware thereof, indicating the day, the time, the known or presumed causes, the injuries or consequences, the witnesses and any other element necessary for the correct description of the event;**
  - b) take all possible measures to prevent or limit the consequences of the accident;
  - c) **encourage the submission, up to eight days after the Insured has been medically assisted, of a medical statement indicating the nature of the injuries, their diagnosis and the days of Temporary Incapacity, if any, as well as an indication of any Permanent Incapacity, if applicable;**
  - d) **contact the insurer via the assistance service whenever this is defined in the general or special conditions, undertaking to provide at all times the requests for information and documentation formulated by the assistance service. That is, medical reports, promptly sending all the elements necessary for the progress of the process and the formulation of the claim for compensation under the terms of this policy.**
  - e) if there is more than one insurance policy guaranteeing reimbursement of expenses, declare the claim to each of the insurers, identifying the others;
  - f) provide the insurer, in good time, with any additional information on the probable causes, circumstances, consequences and witnesses of the loss of which it is aware or ought reasonably to be aware;
  - g) provide the insurer with all proof requested, as well as all reports and documents relating to the claim that it possesses or can obtain;
  - h) provide all original supporting documents deemed necessary for the payment of any type of indemnity;
  - i) provide the insurer with any information it requests concerning the claim and its consequences;
  - j) not to harm the right of the insurer to subrogate the rights of the insured person or the insured against the third party responsible for the loss, arising from the insurer's coverage of the loss;
  - k) not to use fraud, simulation, misrepresentation or any other malicious means, as well as false documents to justify the claim.

2. The Insured must also:

- a) use the means at its disposal to prevent or limit the consequences of the claim, i.e. to comply with medical prescriptions and recommendations, failing which the Insurer will only be liable for the consequences of the claim which would probably have occurred if these prescriptions and recommendations had been complied with;
- b) submit, where appropriate, to the medical examinations designated by the insurer;
- c) authorise doctors to provide all information relating to the management of the contract requested by the insurer, under penalty of forfeiture of the insurer's liability;
- d) if the claim results in the death of the insured person, a death certificate must be sent to the insurer in addition to the claim form, stating the cause of death and, if deemed necessary, other documents explaining what happened and the consequences.

3. If it is proven impossible for the policyholder or the insured person to fulfil one of the obligations provided for in this clause, this obligation shall be transferred to anyone who can fulfil it.

**4. Failure to comply with the provisions of paragraphs a) and b) of point 1 shall result in:**

- a) a reduction in the insurer's benefit, taking into account the loss caused by the non-compliance;**
- b) loss of cover if it is intentional and has caused significant loss to the insurer.**

**5. The penalty for non-compliance provided for in the preceding paragraph shall not apply where the insurer becomes aware of the claim by another means within eight days of the date on which the policyholder or the insured became aware of it, or where the policyholder or insured proves that they could not reasonably have communicated the claim at a time prior to the date on which they did so.**

6. The insurer is entitled to compensation for loss and damage resulting from non-compliance with the provisions of the other paragraphs 1 and 2.

## **Clause 25 - Obligations of the insurer**

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The insurer is required to:

- a) inform the Policyholder, during the term of the contract, in accordance with the law and the contractual terms and conditions, of all changes made to the insurance contract;

- b) respond to any requests for clarification from the policyholder that are necessary to understand the conditions and management of the insurance contract;
- c) after reporting the claim and as soon as possible, determine the causes and manner in which the claim arose, as well as the resulting damage;
- d) pay the indemnity or capital sum due within a maximum of 30 days after determining its liability and the amount to be paid.

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## CHAPTER VII - INSURED CAPITAL

### Clause 26 - Reduction of insured capital

Following the occurrence of a claim, the sums insured are automatically reduced by the amount corresponding to the indemnity paid during the current period of validity, without the premium being cancelled.

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### Clause 27 - Payment of insured sums

1. If the insurer is unable to organise the benefits due, it will reimburse the insured person for the costs incurred, within the limits defined and the cover applicable.
2. Unless otherwise agreed, when payments are to be made directly to the insured persons, the payments to be made by the insurer under this insurance contract shall be made by crediting the bank account used for the payment of premiums.
3. Notwithstanding the provisions of point 2, the reimbursement of costs by the insurer shall be made to the person who proves that they have incurred them.
4. Payment is made on presentation of the original documents proving payment of the expense deemed necessary by the Insurer.
5. The payments to be made by the insurer in respect of a claim may not exceed the amount of capital available under the cover for the effective period of the occurrence of the claim, regardless of the due date.

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## CHAPTER VIII - MISCELLANEOUS

### Clause 28 - Plurality of insurance

1. **When indemnity benefits are ensured for the same risk, for the same interest and for the same period, covered by several insurance policies, the Policyholder, the Insured Person or the Insured must inform all Insurers of this**

circumstance as soon as they become aware of it, as well as when the claim is communicated.

**2. Fraudulent omission of the information referred to in the previous paragraph shall exonerate the Insurers from the respective payments.**

3. Any claim arising from the contracts referred to in point 1 will be indemnified by one or other of the insurers, at the insured's choice, within the limits of their respective obligations, and the insurer will not reimburse expenses incurred by other entities.

4. Unless otherwise agreed, the Insurers participating in the compensation for loss or damage covered by the contracts referred to in paragraph 1 shall be liable to each other in proportion to the amount, which each would have had to pay if there had been a single insurance contract.

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5. In the event of the insolvency of one of the insurers in the cases provided for in paragraph 1, the others shall be liable for the share of that insurer under the conditions provided for in the preceding paragraph.

#### **Clause 29 - Intervention by an insurance broker**

1. No insurance broker may claim to be authorised, on behalf of the insurer, to sign or terminate insurance contracts, to enter into or modify the obligations arising therefrom or to validate additional declarations, except in the cases provided for in the following paragraphs.

2. An insurance broker to whom the insurer has granted the necessary powers in writing may sign insurance contracts, enter into or modify the obligations arising therefrom or validate supplementary declarations on behalf of the insurer.

3. ~~Notwithstanding the absence of specific powers to this effect on the part of the~~ insurance broker, insurance shall be deemed effective where there are serious reasons, assessed objectively, taking into account the circumstances of the case, which justify the policyholder's confidence in the legitimacy of the broker, as long as the insurer has also contributed to establishing the policyholder's confidence.

#### **Clause 30 - Subrogation**

Once the indemnity or costs have been paid, the insurer is subrogated in all the rights of the policyholder, the insured person, their legal heirs, against any third party responsible for the loss. The policyholder, the insured person and/or their legal heirs are obliged to do everything necessary to enforce these rights and is liable for losses and damages related to any act or wilful omission likely to prevent or hinder the exercise of these rights.

### Clause 31 - Penalties

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The insurer is not obliged to guarantee cover, make any payment or provide any other benefit under the contract to the extent that guaranteeing such cover, making such payment, settling such claim or providing such benefit would expose the insurer to any sanction, prohibition or restriction imposed by a resolution of the United Nations or by EU sanctions, commercial or economic laws or regulations, insofar as they are applicable in the Portuguese legal system.

### Clause 32 - Communications and notices between the parties

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1. Communications or notices of the policyholder, the insured person or the insured provided for in this policy shall be considered valid and effective if they are addressed to the registered office of the insurer.
2. Communications provided for in this contract must be made in writing or by any other means of which a durable record exists.
3. The insurer is only obliged to send the communications provided for in this contract if the addressee is duly identified in the contract, and they are considered valid if they are sent to the respective address indicated in the policy.
4. Changes to contact details or addresses referred to in the preceding paragraphs must be notified to the insurer within 30 days of the date on which they occur, by registered letter with acknowledgement of receipt or by any other means of durable record. Failing that, communications or notices made by the insurer to the outdated contact details and addresses shall be deemed valid and effective.

### Clause 33 - Coinsurance

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Contracts in which the risk is covered jointly by several insurers are subject to special co-insurance condition.

#### **Clause 34 - Complaints, arbitration and alternative dispute resolution**

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1. Without prejudice to legal recourse, the Policyholder, the Insured or the Insured Person may submit complaints arising from the interpretation or application of this contract to the Insurer's complaints management department, the Customer Ombudsman or the Autoridade de Supervisão de Seguros e Fundos de Pensões ([www.asf.com.pt](http://www.asf.com.pt)), within the scope of their legal powers.
2. Disputes relating to the validity, interpretation, performance and termination of the insurance contract may be settled by arbitration.
3. The arbitration provided for in the preceding paragraph shall be governed by the general rules of the Arbitration Act.
4. In the event of a consumer dispute, the consumer may have recourse to the alternative dispute resolution organisation indicated in the Specific Conditions.

#### **Clause 35 - Applicable law and jurisdiction**

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1. Portuguese law applies to this contract.
2. The competent court to settle disputes arising hereof is that established by civil law.