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Companhia de Seguros
GROUPE CRÉDIT AGRICOLE

General and Special Terms and Conditions

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GENERAL TERMS AND CONDITIONS

Preliminary Clause

1. Between Mudum - Companhia de Seguros, S.A., hereinafter referred to as the Insurance Company, and the Policyholder mentioned in the Specific Terms and Conditions, an insurance contract is established that is governed by these General Terms and Conditions and the Specific Terms and Conditions, and also, if agreed, by the Special Terms and Conditions.
2. This contract is personalised in the Specific Terms and Conditions, with, among others, the identification of the parties and their legal domicile, the data of the Insured Party, the data of the Insurance Company's representative for the purpose of claims, and the determination of the premium or the formula for its calculation.
3. For the insured asset (portion or set of autonomous units of the building in horizontal ownership and its respective common areas), the contract shall specify:
   a) The type, construction material and its existing condition, as well as its location, name or identification number;
   b) Its destination and use;
   c) The nature and use of adjacent properties, where these circumstances may influence the risk.
4. The Special Terms and Conditions provide for specific coverage schemes provided for in these General Terms and Conditions or coverage for risks and guarantees other than those provided for, and need to be specifically identified in the Specific Terms and Conditions.
5. In addition to the Conditions provided for in the previous paragraphs and constituting the Policy, this contract furthermore consists of the concrete and objective advertising messages that contradict the clauses of the Policy, unless these are more favourable to the Policyholder, the Insured Party or the Beneficiary.
6. The provisions of the previous paragraph shall not apply to advertising messages for which the purpose of issue has occurred more than one year since the conclusion of the contract, or when the messages themselves have established a validity period and the contract has been concluded outside of that period.

CHAPTER I – DEFINITIONS, OBJECT AND GUARANTEES OF THE CONTRACT

Clause 1 - Definitions

The following definitions shall apply for the purposes of this Contract:

a) **Policy**, set of Conditions identified in the previous clause and in which the insurance contract is formalised;

b) **Insurance Company,** the entity legally authorised to provide mandatory fire insurance, which signs this contract;

c) **Policyholder,** the person or entity that signs the contract with the Insurance Company and is responsible for the payment of the premium;

d) **Insured Party,** the person or entity holding the insured interest;

e) **Beneficiary**, the person or entity in favour of whom the Insurance Company's payment is provided by effect of the coverage anticipated in the contract;

f) **Fire**, accidental combustion, with the development of flames, foreign to a normal source of fire, although this may originate, and can spread by its own means;

g) **Mechanical impact of lightning strike,** the atmospheric discharge occurring between the cloud and the ground, consisting of one or more current pulses that give the phenomenon a characteristic luminosity (radius) and that cause permanent mechanical deformations in the insured assets;

h) **Explosion**, the sudden and violent action of gas or steam pressure or depression;

i) **Claim,** the verification, in whole or in part, of the event triggering the risk coverage provided for in the contract;

j) **Deductible,** amount of the Claim settlement under the insurance contract that is not the responsibility of the Insurance Company.

Clause 2 - Contract Purpose and Coverage

1. **The purpose of this contract is to fulfil the obligation of insuring buildings incorporated under a horizontal ownership regime, both for autonomous units and for common areas identified in the Policy, against the risk of fire, even if there has been negligence on the part of the Insured Party or of the person for**

whom the Insured Party is responsible.

2. In addition to covering the damage provided for in the previous paragraph, this contract also guarantees damages caused to the insured property as a result of the fire-fighting methods used, as well as damage derived from heat, smoke, steam or explosion as a result of fire and further removals or destruction carried out by order of the competent authority or carried out for the purpose of rescue, if they are carried out due to fire or any of the foregoing facts.
3. Unless otherwise agreed, this contract also covers damages caused by the mechanical impact of a lightning strike, explosion or other similar accident, even if not accompanied by fire.

Clause 3 - Exclusions from Mandatory Coverage

Mandatory insurance coverage is excluded with respect to damage arising directly or indirectly from:

a) War, declared or not, invasion, act of a foreign enemy, hostilities or warlike operations, civil war, insurrection, rebellion or revolution;

b) Military uprising or act of legitimate or usurped military power;

c) Confiscation, requisition, destruction or damage to the insured assets, by order of the government, in law or in fact, or of any authority established, except in the event of removals or destruction provided for in clause 2.2;

d) Strikes, riots and changes in public order, acts of terrorism, vandalism, malicious acts or sabotage;

e) Explosion, release of heat and radiation from the fission of atoms or radioactive and those from radiation caused by artificial acceleration of particles;

f) Fire arising from seismic phenomena, earth tremors, earthquakes and volcanic eruptions, tsunamis or underground fire;

g) **Direct effects of electric current on appliances, electrical installations and their accessories, including over-voltage and over-intensity, including those produced by atmospheric electricity, such as lightning, and short-circuit, even if fire occurs in them;**

h) **Intentional acts or omissions of the Policyholder, the Insured Party or persons for whom they are civilly liable;**

i) **Lost profits or similar losses;**

j) **Loss, theft or robbery of the insured assets, when committed during or following any covered Claim.**

CHAPTER II – INITIAL AND SUBSEQUENT RISK STATEMENT

Clause 4 - Duty to declare initial risk

1. **The Policyholder or the Insured Party is obliged, before signing the contract, to accurately declare all circumstances that they are aware of and reasonably consider to be significant for the risk assessment by the Insurance Company.**
2. **The provisions of the above paragraph shall also apply to any circumstances not specifically requested in the questionnaire provided by the Insurance Company for this purpose.**
3. **An Insurance Company that has accepted the contract, except in the event of fraud by the Policyholder or Insured Party aimed at obtaining an advantage, may not make use of:**
   a) **The omission of responses to questions on the questionnaire;**
   b) **Inaccurate responses to questions stated in overly generalised terms;**
   c) **Inconsistencies or clear contradictions in questionnaire responses;**
   d) **Any fact that its representative knows is inaccurate or has been omitted at the time of signing the contract;**
   e) **Circumstances known by the Insurance Company, particularly those which are publicly known.**
4. **Prior to signing the contract, the Insurance Company shall inform the**

Policyholder or Insured Party of the obligation referred to in paragraph 1, together with the procedure in the event of breach, under penalty of being held civilly liable in general terms.

Clause 5 - Intentional breach of the duty to declare the initial risk

1. In the event of intentional fraudulent breach of the duty referred to in paragraph 1 of the previous clause, the contract shall be cancelled through a declaration sent by the Insurance Company to the Policyholder.
2. If there have been no accident claims, the notice referred to in the above paragraph shall be sent within three months of becoming aware of the breach.
3. The Insurance Company shall not be obliged to cover the accident Claim that occurs before having become aware of the fraudulent breach referred to in paragraph 1 or during the period provided for in the previous item, following the general cancellation scheme.
4. The Insurance Company shall be entitled to the premium due through the end of the time period referred to in paragraph 2, except if there has been fraud or gross negligence on the part of the Insurance Company or its representative.
5. In the event of fraud by the Policyholder or Insured Party aimed at obtaining an advantage, the premium shall be due until the end of the contract.

Clause 6 - Negligent breach of the duty to declare the initial risk

1. In the event of negligent breach of duty as referred to in clause 4.1, the Insurance Company may, by means of a declaration to be sent to the Policyholder, within three months of becoming aware of the same:
   a) Propose a contractual amendment establishing a time period of at least 14 days to provide written acceptance or, if admissible, a counterproposal;
   b) Terminate the contract, by demonstrating that under no circumstances shall it sign contracts to cover risks related to the omitted or inaccurately

stated fact.

2. The contract shall become null and void 30 days after sending the notice of termination, or 20 days after the Policyholder's receipt of the proposed amendment, if the latter fails to respond or rejects it.
3. In the case referred to in the previous paragraph, the premium shall be returned *pro rata temporis* in relation to the coverage.
4. If, before the termination or amendment of the contract, an accident Claim occurs whose occurrence or consequences were influenced by a fact subject to negligent inaccuracies or omissions:
   a) The Insurance Company shall cover the Claim proportionally to the difference between the premium paid and the premium that would be due if, at the time of signing the contract, the Insurance Company had been aware of the omitted or inaccurately stated fact;
   b) By demonstrating that under no circumstances would it have signed the contract if it had been aware of the omitted or inaccurately stated fact, the Insurance Company shall not cover the Claim, and shall only be obliged to reimburse the premium.

Clause 7 - Aggravation of the risk

1. The Policyholder or the Insured Party shall, during the performance of the contract, within 14 days of becoming aware of the fact, communicate to the Insurance Company all the circumstances that aggravate the risk, provided that they, if known to the Insurance Company at the time the contract was concluded, could have influenced the decision to enter into the contract or to the terms of the contract.
2. Within 30 days of becoming aware of the aggravated risk, the Insurance Company may:
   a) Submit a proposal to modify the contract to the Policyholder, who shall accept or refuse it within the same time period, at the end of which the

proposed amendment shall be considered tacitly accepted;

b) Terminate the contract, by demonstrating that under no circumstances shall it sign contracts to cover risks with the characteristics resulting from this aggravation of risk.

3. The termination shall take effect 15 days after the date of its communication.

Clause 8 - Claim and aggravation of the risk

1. If, prior to the termination or amendment of the contract under the terms of the above clause, an accident Claim occurs whose occurrence or consequences were influenced by the aggravated risk, the Insurance Company:

   a) Shall cover the risk by effecting the agreed payment if the aggravation has been correctly and promptly reported before the Claim or before the expiry of the period provided for in paragraph 1 of the previous clause;

   b) Shall partially cover the risk by reducing its payment in proportion to the premium actually charged and that which would be due in relation to the actual circumstances of the risk, if the aggravation was not correctly and promptly reported before the Claim;

   c) May refuse coverage in the event of intentional behaviour of the Policyholder or the Insured Party for the purpose of obtaining an advantage, while retaining the right to expired premiums.

2. In the situation provided for in subparagraphs a) and b) of the previous paragraph, if the aggravation of the risk arises from an act of the Policyholder or the Insured Party, the Insurance Company is not obliged to pay the benefit if it proves that, under any circumstances, it has signed contracts covering risks with the characteristics resulting from such an aggravated risk.

CHAPTER III – PAYMENT AND CHANGE OF PREMIUMS

Clause 9 – Due date of premiums

1. Unless agreed otherwise, the initial premium or its first instalment shall be due on the date of signing the contract.
2. The subsequent instalments of the initial premium, the premium for subsequent annuities and the successive instalments thereof shall be due on the dates indicated in the respective payment notices, which may be up to eight days before the period of validity to which the premium relates.
3. The portion of the variable premium to adjust the amount and, when applicable, the portion of the premium for contractual amendments shall be due on the dates specified in the respective notices.

Clause 10 – Coverage

The coverage of risks shall depend on the prior payment of the premium.

Clause 11 – Notice of payment of premiums

1. **For the duration of the contract, the Insurance Company shall notify the Policyholder in writing of the value payable, payment method and payment location at least 30 days in advance of the due date of the premium or its instalments.**
2. This notice shall include a legible description of the consequences of failing to pay the premium or its instalments.
3. In insurance contracts with premium payments made in instalments of less than three months, and whose contractual documentation specifies the due dates of the premium's instalments and the values due, together with the consequences of failing to pay, the Insurance Company may choose not to send the notice referred to in paragraph 1; in such case, the Insurance Company shall be responsible for proving the

issuance, acceptance and transmission of the contractual documentation referred to in this paragraph to the Policyholder.

Clause 12 – Failure to pay premiums

1. Any failure to pay the initial premium or its first instalment before the due date shall result in the automatic termination of the contract beginning on the date it was signed.
2. Any failure to pay the subsequent annuities premium or its first instalment before the due date shall result in the contract not being renewed.
3. Any failure to pay shall result in the automatic termination of the contract on the due date of:
   a) An instalment of the premium over the course of an annuity;
   b) An additional premium resulting from a contractual amendment for subsequent aggravation of risk.
4. Any failure to pay an additional premium for a contractual amendment before its due date shall result in the annulment of the amendment, together with the reinstatement of the contract under the terms and conditions in effect prior to the amendment, unless it is impossible to continue the contract, in which case it shall be terminated on the due date of the unpaid premium.

Clause 13 – Alteration of the premium

If there is no alteration of risk, the premium applicable to the contract may only be altered after the following annual expiry.

CHAPTER IV – ENTRY INTO FORCE, DURATION AND AMENDMENTS OF THE CONTRACT

Clause 14 – Start of coverage and effects

1. The date and time of the start of coverage of the risks shall be indicated in the contract, taking into account the provisions of clause 10.

2. The provisions of the above paragraph shall also apply to the entry into force of the contract, if different from the initial coverage of risks.

Clause 15 – Duration

1. **The duration of the contract, which may be for a fixed term (temporary insurance) or for one year with one-year renewals, shall be specified in the contract.**
2. **The contract shall become null and void at midnight on its expiry date.**
3. **The renewal provided for in paragraph 1 shall not take place if either party terminates the contract at least 30 days before the date of renewal, or if the Policyholder fails to pay the premium.**

Clause 16 - Termination of the contract

1. **The contract may be terminated by the parties at any time, on justified grounds, via registered mail.**
2. **The Insurance Company may invoke the occurrence of a succession of claims in the annuity as relevant cause for the purpose provided for in the previous paragraph.**
3. **The amount of the premium to be returned to the Policyholder in the event of early termination of the contract shall be calculated in proportion to the period of time that would have elapsed from the date of termination of the coverage until expiry date of the contract, unless the parties agree on a different calculation based on a reasonable ratio, such as the guarantee of technical separation between annual insurance charges and temporary insurance.**
4. **The termination of the contract shall take effect within 24 hours of its effective date.**
5. **Where the Policyholder is different from the Insured Party, the Insurance**

Company shall notify the Insured Party of the termination of the contract as soon as possible, no later than 20 days after the non-renewal or termination.

6. **The termination shall take effect 15 days after the date of its communication.**

Clause 17 - Transfer of ownership of the insured asset, or the insured interest

1. Unless otherwise agreed, in the event of the transfer of ownership of the insured asset or the Insured Party's interest in the same, the Insurance Company's obligation towards the new owner or person concerned depends on their notification by the Policyholder, by the Insured Party or by their legal representatives, notwithstanding the legal system of aggravation of risk.
2. If the transfer of ownership of the insured asset or interest occurs due to the Insured Party's death, the Insurance Company's liability remains with the heirs while the respective premiums are paid.
3. Unless otherwise agreed, in the event of insolvency of the Policyholder or the Insured Party, the Insurance Company's liability remains with the bankruptcy estate, assuming that the declaration of insolvency is a factor of aggravated risk.

CHAPTER V – MAIN INSURANCE PAYMENT FROM INSURANCE COMPANY

Clause 18 – Insured capital

1. The Policyholder is always responsible for determining the insured capital, at the beginning and at the term of the contract, and must take into account, in the section referring to the insured asset, the provisions of the following paragraphs.
2. **The value of the insured capital for buildings shall correspond to the market cost of its reconstruction, taking into account the type of construction or other factors that may influence that cost, or the property value in relation to buildings for expropriation or demolition.**
3. **Except for the value of land, all elements constituted or incorporated by the owner or the holder of the insured interest, including the proportional value of**

the common areas, shall be taken into account in the determination of the insured capital referred to in the previous paragraph.

4. **Unless otherwise agreed, being for housing, the insured property, its value, or the insured proportion thereof, is automatically updated according to the indices published for this purpose by the Supervisory Authority for Insurance and Pension Funds.**

Clause 19 - Insufficient or excess capital

1. **Unless otherwise agreed, if the insured capital under this contract is, at the date of the accident, less than that determined under paragraphs 2 to 4 of the previous clause, the Insurance Company shall only be liable for the damage in proportion thereto, while the Policyholder or the Insured Party shall be responsible for the remaining part of the losses as if it were the Insurance Company.**
2. When the contract is renewed, the Insurance Company shall inform the Policyholder of the provisions of the previous paragraph and paragraph 4 of the previous clause, as well as of the insured value of the property, to be considered for compensation in the event of a total loss, and of the criteria for its updating, under penalty of non-application of the proportional reduction provided for in the previous paragraph, based on the extent of the breach.
3. **Unless otherwise agreed, if the insured capital under this contract is, at the date of the accident, higher than that determined under paragraphs 2 to 4 of the preceding clause, the compensation payable by the Insurance Company does not exceed the reconstruction cost or property value provided for in the same figures.**
4. In the case provided for in the previous paragraph, the Policyholder or the Insured Party may always request the reduction of the contract, which, in good faith of both, determines the return of the premiums that have been paid in the two years before the request for reduction, less the proportionally calculated acquisition costs.
5. If several assets are held for separately designated amounts and funds, the contract shall establish whether or not the provisions of the previous paragraphs apply to each

of them as if they were separately insured.

Clause 20 – Multiple insurance policies

1. Where the same risk relating to the same interest and for the same period is insured by several Insurance Companies, the Policyholder or the Insured Party shall inform the Insurance Company thereof as soon as they become aware of its verification, as well as when the Claim is reported.
2. The fraudulent omission of the information referred to in the previous paragraph exempts the Insurance Company from providing the respective payment.
3. At the choice of the Insured Party, any Insurance Company shall pay the compensation under the contracts referred to in paragraph 1 within the limits of its respective obligation.

CHAPTER VI – Obligations and rights of the parties

Clause 21 – Obligations of the Policyholder and the Insured Party

1. In the event of a Claim covered by this contract, the Policyholder or the Insured Party are under obligation:
   a) **To communicate this fact in writing to the Insurance Company, as soon as possible, never more than 8 days from the day of occurrence or the day on which they become aware of it, explaining its circumstances, possible causes and consequences**;
   b) To take the measures within their power to prevent or limit the consequences of the Claim, which include, to the extent reasonable, either the non-removal or non-alteration, or not consenting to the removal or alteration of any traces of the Claim, without the prior agreement of the Insurance Company, whether this concerns the custody or the preservation of the salvaged items;
   c) To provide the Insurance Company with the information it requests concerning the Claim and its consequences;
   d) **Not to prejudice the right to subrogation of the Insurance Company in the**

rights of the Insured Party against the third party responsible for the Claim, arising from the coverage of the Claim by the latter. The subrogation only operates in respect of fixed monetary benefits, unless otherwise agreed;

e) To comply with the safety requirements that are imposed by the law, legal regulations or provisions of this contract.

2. The Policyholder or the Insured Party shall also:

   a) Not increase the consequences of the accident on a voluntary basis, or intentionally hinder the salvaging of the insured assets;

   b) Not subtract, conceal, hide or dispose of salvaged items;

   c) Not prevent, hinder or fail to cooperate with the Insurance Company in determining the cause of the Claim or in the preservation, improvement or sale of the salvaged items;

   d) Not to exaggerate, in bad faith, the amount of damage or to indicate things falsely affected by the accident;

   e) Not to use fraud, simulation, falsehood or any other malicious means, as well as false documents, to justify the claim.

3. Failure to comply with paragraph 1 a) to c) shall determine, except as provided for in the following paragraph:

   a) The reduction of the payment of the Insurance Company given the damage that non-compliance may cause;

   b) The loss of coverage if it is intentional and is of significant damage to the Insurance Company.

4. **In the event of failure to comply with the provisions of paragraph 1 a) and c), the penalty provided for in the previous number shall not apply if the Insurance Company becomes aware of the Claim by another channel during the 8 days provided for in that paragraph, or the reporting obligation proves that it could not reasonably have made the communication due prior to the time when it did so.**

5. Failure to comply with the provisions of the other sub-paragraphs of paragraphs 1 and 2 shall determine the liability for loss and damage of the non-compliant party.

Clause 22 – Repayment obligation by the Insurance Company of expenses incurred in the removal and mitigation of the Claim

1. The Insurance Company pays the Policyholder or the Insured Party the expenses incurred in compliance with the duty established in paragraph 1 b) of the previous clause, provided that they are reasonable and proportionate, even if the methods used prove to be ineffective.
2. The expenses indicated in the previous paragraph must be paid by the Insurance Company before the date of settlement of the Claim, when the Policyholder or the Insured Party requires reimbursement, the circumstances do not prevent it, and the Claim is covered by the insurance.
3. The amount owed by the Insurance Company in accordance with paragraph 1 shall be deducted from the amount of the insured capital available, unless it corresponds to expenses incurred in compliance with specific determinations of the Insurance Company, or its autonomous coverage arises from the contract.
4. In the event of insurance for less than the insured interest at the time of the Claim, the payment to be made by the Insurance Company pursuant to paragraph 1 shall be reduced in proportion to the interest covered and the interests at risk, unless the expenses to be paid arise from the fulfilment of specific determinations of the Insurance Company, or its autonomous coverage arises from the contract.

Clause 23 – Inspection of the risk location

1. The Insurance Company may have the insured assets inspected by an accredited and mandated representative and verify that the contractual conditions are met, and the Policyholder or the Insured Party are under obligation to provide the information requested.
2. The unwarranted refusal of the Policyholder or the Insured Party, or of those who represent them, to allow the use of the mentioned option, gives the Insurance Company the right to terminate the contract on justified grounds, in accordance with clause 16.

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Clause 24 - Obligations of the Insurance Company

1. The investigations and expertise necessary for the recognition of the Claim and the assessment of damages, must be carried out by the Insurance Company with adequate promptness and diligence, under penalty of being held liable for losses and damages.
2. The Insurance Company shall pay the compensation, or authorise the repair or reconstruction, as soon as the investigations and expertise necessary for the acknowledgement of the Claim and the establishment of the amount of the damage have been completed, notwithstanding any advance payments, whenever it is acknowledged that they must take place.
3. After 30 days have elapsed since the conclusions provided for in the previous paragraph without the compensation having been paid or the repair or reconstruction being authorised, for unjustified reasons or reasons attributable to the Insurance Company, interest shall be due at the legal rate in force on, respectively, the amount of the same, or the average market value price of repair or reconstruction.

CHAPTER VII – PROCESSING OF COMPENSATION OR REPAIR OR CONSTRUCTION

Clause 25 – Determination of the amount of compensation or repair or reconstruction

1. In the event of a Claim, the assessment of the value of the insured assets as well as of the damage shall be carried out between the Insured Party and the Insurance Company, even if the contract produces effects in favour of a third party.
2. Unless otherwise agreed, the Insurance Company shall not compensate for any increase in the cost of repairing or rebuilding the insured property as a result of a change in alignment or changes to the characteristics of its construction.

Clause 26 – Form of payment of compensation

1. The Insurance Company shall pay the compensation in cash, whenever it is not possible to replace, reinstall, repair or rebuild the insured assets that have been destroyed or

damaged, or it does not fully repair the damage, or it is excessively costly for the debtor.

2. Where no compensation is established in cash, and under the penalty of being held liable for losses and damages, the Insured Party shall cooperate reasonably with the Insurance Company, or whoever it appoints, so as to ensure the prompt recovery of the situation prior to the Claim.

Clause 27 – Automatic reduction of the insured capital

Unless otherwise agreed, after the occurrence of a Claim, and until the contract has expired, the insured capital shall be automatically deducted from the amount corresponding to the value of the compensation awarded, without the occurrence of a premium chargeback.

CHAPTER VIII – MISCELLANEOUS PROVISIONS

Clause 28 – Intervention of the insurance intermediary

1. No insurance intermediary shall be authorised, on behalf of the Insurance Company, to enter into or terminate insurance contracts, contradict or change the obligations arising therefrom or validate additional statements, except as provided for in the following paragraphs.
2. Insurance intermediaries who have been granted the necessary rights by the Insurance Company, in writing, may enter into insurance contracts, reduce or change the obligations arising therefrom, or validate additional statements on behalf of the Insurance Company.
3. Notwithstanding the lack of specific powers on the part of the insurance intermediary, the insurance shall be considered effective where there are weighty reasons, objectively assessed, taking into account the circumstances of the case, which justify the confidence of the Policyholder in good faith in the legitimacy of the intermediary, provided that the Insurance Company has also contributed to establishing the trust of the Policyholder.

Clause 29 – Communications and notifications between the parties

1. **The communications or notices of the Policyholder or the Insured Party provided for in this Policy shall be considered valid and effective if they are made to the head office of the Insurance Company or branch, as the case may be.**
2. **Communications and notices made under the terms of the above paragraph to the address of the Insurance Company's representative outside of Portugal related to claims covered by this Policy shall also be considered valid and effective.**
3. **Communications under this contract shall be made in writing or by other means that ensure they are permanently set on record.**
4. **The Insurance Company shall only be obliged to send the notifications provided for under this contract if the recipient is duly identified in the contract; such notices shall be considered valid and effective when made to the address shown in the Policy.**

Clause 30 – Applicable law and arbitration

1. Portuguese law shall apply to this contract.
2. Claims may be made under this contract to the Insurance Company's services identified in the contract and also to the Insurance and Pension Fund Supervisory Authority (www.asf.com.pt).
3. Any disputes arising from this contract may be settled by arbitration, pursuant to the terms of the law.

Clause 31 – Governing law

The governing law for settling any disputes arising from this contract shall be that established by civil law.

Clause 32 – International sanctions

1. **Mudum – Companhia de Seguros, S.A., complies with the legislation and rules regarding international sanctions, defined by laws or restrictive measures that impose economic, financial or commercial sanctions (including any sanctions or measures related to an embargo, a blockage of economic assets or resources, restrictions on transactions with natural or legal persons, or related to certain goods or territories) issued, administered or executed by the United Nations Security Council, the European Union, France, the United States of America (including, in particular, measures issued by the Foreign Assets Control Division or OFAC, under the Department of the Treasury) or any other competent authority having the power to issue such sanctions.**
2. **No payment can be made in relation to the execution of the insurance contract, if this violates the provisions mentioned in the previous paragraph, when applicable in accordance with the Portuguese legal system.**

SPECIAL TERMS AND CONDITIONS

Preliminary Provision

The provisions of these General Terms and Conditions shall apply to coverages contained in these Special Terms and Conditions in the part not specifically regulated.

Territorial Scope

Unless expressly stated otherwise in the Special Terms and Conditions, this Contract shall only apply to damages occurring in the territory of mainland Portugal and the Autonomous Regions of the Azores and Madeira.

Definitions

Apart from the Definitions set out in Clause 1 of the General Terms and Conditions, the following are applicable:

a) **Household,** the group of persons consisting of the Insured Party, their spouse or person who lives with them in partnership and their descendants (up to the age of 25 years, including those who are adopted, under custody or under guardianship) and ascendants who share the house with them.

b) **Housing Annex,** group of places (with or without a roof, distinct from the part of the building intended for housing), such as garages, storage rooms and cellars, and are installed on the same land as the dwelling. Cellars that are directly connected to the dwelling are not considered to be annexes.

c) **Policy,** the document that holds the Insurance Contract, which contains the respective General and Special Terms and Conditions, if any, and agreed Specific Terms and Conditions.

d) **Room,** any division of a dwelling (usually corresponding to a bedroom or a room), excluding the kitchen, bathrooms, small storage compartments, corridors, entrance halls and attic.

   For the purposes of this Contract, a room shall be deemed to have a construction area of less than or equal to thirty square metres.

When a Room exceeds the aforementioned area, and in order to determine the number of rooms applicable to this Contract, its total value shall be divided by 30m2, and the product of this division rounded up to the next higher unit (e.g., 30m2 - 1 room; 35m2 - 2 rooms; 45m2 - 2 rooms; 65m2 - 3 rooms).).

e) **Beneficiary,** person receiving the coverage provided by the Policy.

f) **Insured Assets,** movable or immovable assets described in the Specific Terms and Conditions.

g) **Special Terms and Conditions,** clauses intended to clarify, supplement or specify provisions of the General Terms and Conditions.

h) **General Terms and Conditions,** a series of clauses that define and regulate general and common obligations inherent to an area or type of insurance.

i) **Specific Terms and Conditions,** document where the specific and individual parts of the Contract are found, which distinguish it from all others.

j) **Construction in Non-Resistant Materials,** any construction in which at least 50% of the building is not predominantly composed of resistant materials, such as cement, concrete, bricks, masonry or other equivalents.

k) **Building,** construction for housing, namely apartments, villas, annexes, walls for sealing and supporting housing, improvements and balconies, kitchen furniture, furniture and fitted wardrobes built into the walls, antennas, solar panels, sanitary ware, doors and windows, as well as the profiling corresponding to the co-ownership of the Policyholder in the common areas of the building.

l) **IRHE Index,** this is an index published quarterly by the Insurance and Pension Funds Supervisory Authority, which reflects changes in the value of the household effects and buildings.

m) **Jewellery and Precious Objects,** artefacts with a constitution that includes precious metals, precious stones or other materials that due to their rarity make them quite expensive (e.g. gold, silver or platinum necklaces, rings with precious stones, pearls, earrings, silver or gold cutlery, silverware, silver platters, sculptures, etc.).

n) **Valuables,** all objects which, not falling within the definition of Jewels and Precious Objects, have a unit value exceeding the maximum amount stipulated for this purpose in the Specific Terms and Conditions.

This value can be updated annually based on the IRHE Index..

o) **Household Effects,** all assets belonging to the Policyholder that are fitted to or furnish a dwelling, namely, carpets, any appliances, clothing, furniture and wardrobes not built-

in, etc..

p) **Main Residence,** the place where the Insured Party lives on a permanent basis and has installed and organised their domestic economy.

q) **Secondary Residence**, the place where the Insured Party does not live on a permanent basis. If the Insured Party is absent for continuous periods equal to or greater than 90 days, the Main Residence shall be regarded as the Secondary Residence for the purposes of applying the Contract.

r) **Salvaged Items**, Insured Assets that, as a result of a Claim, are damaged, and their value, after the occurrence, can be deducted from the compensation to which the Insured Party shall be entitled.

s) **Unity of the Claim,** all damages that have the same cause and occur within 72 hours from the moment the insured assets suffer the first damage are considered to arise from a single and same Claim.

General Coverage and Exclusions

1. What is Covered

1.1 In addition to covering the risks provided for in the General Terms and Conditions, the Contract also guarantees the risks contained in the Special Terms and Conditions when expressly agreed and described in the Specific Terms and Conditions.

1.2 The Contract can thus guarantee compensation for:

a) Damage to the movable or immovable assets described in the Specific Terms and Conditions;

b) Civil Liability for damages caused to third parties;

c) Financial losses;

d) Other risks.

1.3 The Contract may also cover the provision of services expressly referred to in the Specific Terms and Conditions.

2. What is Not Covered

2.1. When the Contract applies to non-compulsory coverage risks, it never covers damages caused by:

a) **War, declared or not, invasion, act of foreign enemy, hostilities or warfare, civil war, insurrection, rebellion or revolution, as well as damage caused accidentally by explosive or incendiary devices;**

b) **Military uprising or act of legitimate or usurped military power;**

c) **Confiscation, requisition, destruction or damage to the insured assets, by order of the Government, in law or in fact, or of any authority established, except when carried out for the purpose of salvage due to any risk covered by the Contract;**

d) **Explosion, release of heat and radiation from the fission of atoms or radioactivity and those from radiation caused by artificial acceleration of particles;**

e) **Pollution or contamination of any kind;**

f) **Acts or omissions intentionally committed by the Policyholder, the Insured Party or persons for whom the same is civilly liable, for the purpose of producing damage;**

g) **Theft, robbery or loss of insured objects when committed during or following any other Claim covered by the Contract, unless it occurs as a result of a Claim covered by the Accidental Glass, Mirror and Ornamental Stone Breaking Coverage, when so agreed.**

2.2.The Contract does not cover damages:

a) **In construction of recognised fragility (such as wood or plastic plates);**

b) **When the construction does not predominantly consist of at least 50% of building materials considered resistant;**

c) **In buildings that are in a state of recognised degradation at the time of the occurrence;**

d) **In establishments of a commercial or industrial nature;**

e) **In any objects within the same buildings, constructions or**

establishments;

f) Resulting from the decrease in the estimated value or depreciation of a collection due to the loss of any of the units;

g) Incurred by animals or plants owned by the Insured Party;

h) Affecting any land, water or air vehicles for which specific insurance can be obtained to cover their damage;

i) Affecting the assets owned by any guests residing, by contract or free of charge, in the insured place;

j) Arising from the loss, destruction or misuse of debit or credit cards, cheques and cash;

k) Arising from the loss, destruction or use of documents;

l) Affecting the land or gardens in which the insured property is integrated.

2.3. The Contract also does not cover losses arising directly or indirectly from repair work, improvement or reconstruction of the building in which the insured assets are located.

2.4. Unless expressly agreed otherwise in the Specific Terms and Conditions, and in accordance with the provisions of the respective Special Terms and Conditions when so agreed, the Contract does not cover losses or damages arising directly or indirectly from:

a) Strikes, riots and changes in public order, acts of terrorism, vandalism, malicious acts or sabotage, even if they result in damage possibly covered by other insurance;

b) Fire arising from seismic phenomena, earth tremors, earthquakes and volcanic eruptions, tsunamis or underground fire;

c) Indirect losses, such as loss of earnings or income.

2.5. The contract also does not cover any other risks foreseen in the Special Terms and Conditions that are not expressly described in the Specific Terms and Conditions.

Insured Values

1. The Capital of the Contract

1.1 Notwithstanding the provisions of Clause 18 of the General Terms and Conditions, applicable to coverage of a mandatory nature, the values insured by this Contract, when applicable to coverage of an optional nature, shall be determined taking into account the following criteria:

a) With regard to the Building – They correspond to the respective cost of construction, under the terms provided for by Law.

All elements constituted or incorporated by the owner shall be taken into account, as well as the proportional value of the common areas. The value of the land shall not be considered.

As regards buildings for expropriation or demolition, the compensation limit shall correspond to their property value.

b) With regard to the Household Effects – Corresponds to the value of the respective property as new, notwithstanding the compensation limit that may be set in the Specific Terms and Conditions of the Policy.

c) With regard to white and brown appliances and computer equipment, the provisions of the previous paragraph shall only apply when the coverage of Retrofitting as New has been previously agreed, as stated in the Specific Terms and Conditions, and the assets have been acquired less than 10 years since the date of occurrence of the Claim.

d) When the coverage for Retrofitting as New has not been agreed upon, the value of white and brown appliances and computer equipment shall be depreciated five years after the date of their purchase as new, in accordance with item 2.1(b) of this Chapter Payment of Compensation.

1.2 Other Capital – For the coverage contained in the respective Special Terms and Conditions, and for which the insured values as defined in item 1.1 are not applicable, the values mentioned in the Specific

Terms and Conditions shall be considered as insured capital.

2. Automatic Replenishment of Insured Values

In the event of an accident, the insured values shall be automatically replenished to the amount corresponding to the losses incurred, with the exception of Civil Liability coverage for Damage Caused by the Insured Assets; Family Civil Liability; Storms; Floods; and Earthquakes.

Compensation

1. Payment of Compensation

Notwithstanding Chapters VI and VII of the General Terms and Conditions, the following rules shall also apply to the payment of damages due as a result of a Claim covered by the Contract:

a) The compensation payable shall be limited to that laid down in the Specific Terms and Conditions for each coverage, deducting the respective deductible, if any;

b) If, as a result of the same Claim, more than one coverage of the Contract is affected, and for which various deductibles are established, the higher value deductible shall be exclusively applicable (with the exception of specific Home Assistance coverage deductibles).

2. Expert valuation of the Insured Assets

The Insurance Company has the duty to carry out the investigations and expert valuation necessary for the recognition of the Claim and the assessment of damages, with adequate promptness and diligence.

2.1 Assessment of the Insured Assets

The insured assets and losses shall be assessed with the agreement of the Insured Party, in accordance with the criteria established for the determination of the insured values, and in accordance with the following rules:

a) Building insurance - Reconstruction value, determined according to the criteria set out in Clause 18 of the General Terms and Conditions;

b) Household effects insurance - Replacement value as new, with the exceptions in

the following table, for white and brown appliances and for computer equipment:

Number of years after purchase	Compensation amount with Retrofitting Coverage as New	Compensation amount without Retrofitting Coverage as new
Up to 5 (inclusive)	**100% Replacement Value as New**	100% of the replacement value as new
6		90% of the replacement value as new
7		80% of the replacement value as new
8		70% of the replacement value as new
9		60% of the replacement value as new
10		50% of the replacement value as new
As of 11 (inclusive)	10% minimum of €80 replacement value as new	10% minimum of €80 replacement value as new

Fire, Lightning Strike and Explosion (Optional Insurance)

1. What is Covered

1.1 Damage directly caused to the insured assets identified in the Specific Terms and Conditions as a result of Fire, Lightning Strike and Explosion is covered;

1.2 The coverage extends to damage resulting from fire or methods used to combat it, heat, smoke or steam resulting immediately from fire, mechanical action of lightning, explosion and further removals or destruction carried out by order of the competent authority or carried out for the purpose of rescue, if they are carried out

due to any of the foregoing facts.

Crash or Impact by Land Vehicles or Animals; Falling Aircraft

1. What is Covered

1.1 The damage caused to the insured assets as a direct consequence of an Aircraft Crash is covered;

1.2 The coverage extends to damage caused by the impact or crash of all or part of air navigation apparatus and spacecraft or objects fallen or ejected from the same, as well as by vibration or shock resulting from the crossing of the sound barrier by air navigation equipment;

1.3 The damage caused to the insured assets as a direct consequence of the Crash or Impact of Land Vehicles or Animals is covered;

1.4 The coverage extends to damages caused by the Crash or Impact of Crash or Impact of Land Vehicles or Animals, where they are not driven by the Insured Party or any other person in their Household.

Storms

1. What is Covered

1.1 The damage caused to the insured assets as a direct consequence of Storms is covered;

1.2 The coverage shall extend to damage resulting from:

a) Typhoons, cyclones, tornadoes and all direct action of strong winds or collision of objects thrown or projected by them (where their violent action destroys or damages several buildings of good construction, objects or trees within a radius of 5 km surrounding the insured assets);

b) Flooding by rain, snow or hail, provided that these atmospheric agents penetrate the interior of the building as a result of damage caused by the risks mentioned in the previous point, provided that this damage occurs within 72 hours of the partial

destruction of the building.

2. What is Not Covered

The following losses or damages are not covered:

a) When they are caused by the action of the sea and other maritime areas of natural or artificial water of any nature, even if these events result from storms;

b) In outdoor movable property;

c) Caused by the entry of rainwater through roofs, doors, windows, skylights, terraces and marquees, as well as the backflow of water from pipes or sewers not belonging to the building;

d) That result from infiltration through walls, ceilings, moisture or condensation, except in the event of damage resulting from this coverage.

Floods

1. What is Covered

1.1 The damage caused to the insured assets as a direct consequence of Floods is covered;

1.2 The coverage shall extend to damage resulting from Floods, caused by:

a) Waterspout or torrential rainfall - precipitation of more than 10 millimetres in ten minutes in the rainfall gauge;

b) Burst pipelines, drains, dykes and dams;

c) Torrent or overflow of a natural or artificial water course.

1.3 Damage occurring within 72 hours following the time when the insured assets were first damaged shall be considered as a single and same Claim.

2. What is Not Covered

The following losses or damages are not covered:

a) When they are caused by the action of the sea and other maritime areas of natural or artificial water of any nature;

b) **In outdoor movable property;**

c) **That result from infiltration through walls, ceilings, moisture or condensation, except in the event of damage resulting from this coverage;**

d) **When they result from landslides as a result of flooding of the same.**

Landslide

1. What is covered

Damage incurred by insured assets as a direct result of the following geological phenomena is covered: Landslides, Subsidence, Rockfalls and Sinkholes;

2. What is not covered

Damages are not covered when:

a) **Resulting from total or partial collapse of the insured structures, not related to the covered geological risks;**

b) **Incurred by buildings or other insured assets resting on foundations that contravene technical standards or best engineering practices for their execution, depending on the characteristics of the land and the type of building or property involved in this coverage;**

c) **Resulting from faulty construction, design, land quality or other characteristics of the risk, which were or should have been known to the Insured Party in advance, as well as damage to insured assets subject to the continuous action of erosion and water, unless the Insured Party proves that the damage has nothing to do with these phenomena;**

d) **In the insured assets if, at the time of the event, the building was already damaged, collapsed or displaced from its foundations, walls, ceilings, gutters or roofs.**

e) **Caused by the settlement or compaction of the land on which the insured assets are located;**

f) **Caused by the saturation of the ground as a result of rainfall, namely cracks and fissures in walls or pavements.**

Water Damage

1. What is Covered

1.1 Water Damage directly caused to the insured assets is covered;

1.2 The coverage extends to sudden and unforeseen damage arising from rupture, defect, clogging or transfer of the internal water and sewage distribution system of the building, including the storm water sewage system, where the insured assets are located, as well as equipment or apparatus connected to the water distribution system of the same building and its respective connections;

1.3 When damages occur in periods of abandonment of residence for more than 15 days, without the water supply shut-off taps having been closed, the compensation due shall be reduced by 30%.

2. What is Not Covered

The following losses or damages are not covered:

a) **In outdoor movable property;**

b) **Caused by taps left open, except where there has been a lack of water supply;**

c) **That result from infiltration through walls, ceilings, moisture or condensation, except in the event of damage resulting from this coverage;**

d) **Resulting from the location or repair of breakages, defects or clogging, unless the respective expenses are necessary for the repair of the insured building.**

Theft and Robbery

1. Definitions

For the purpose of covering this risk, the following definitions shall apply:

a) Tampering - the breach, breakage or destruction, in whole or in part, of any element or mechanism which is used to close or prevent entry to or from the insured property or enclosed place dependent thereon, or of furniture intended for the storage of any times;

b) Unlawful entry - the introduction into the insured property or enclosed property dependent thereon, by roofs, doors, windows, walls or any construction that serves to close or prevent entry or passage, and also by underground opening not intended for entry;

c) False keys:

Imitation, counterfeit or altered key;

Real key, when accidentally or surreptitiously, they are not in the possession of whoever has the right to use them;

Lock pick or other instrument that can be used to open locks or other security devices.

2. What is Covered

2.1 The Theft or Robbery of the insured assets is covered, as described below and in accordance with the limits set in the Specific Terms and Conditions;

2.2 The coverage extends to loss or damage resulting from Theft or Robbery (attempted, frustrated or consummated) within the place or places of risk, including any garages and collections, in any of the following circumstances:

a) With break-in, unlawful entry and false keys;

b) When the perpetrator or perpetrators sneak into the place or hide in it with intent to steal;

c) With violence against people who live in or are at the risk location or through threats with imminent danger to their physical integrity, or that make it, in any way, impossible for them to resist.

Commented [GO1]: O tradutor usa "tempering" como tradução para arrombamento nas definições, mas usa ""break in" no corpo do texto.

3. The following is also Covered

3.1 The damage caused to the Insured Party's Building, located at the risk location, is covered;

3.2 The coverage extends to the payment of the costs of repair or replacement of the assets that are an integral part of the Building and that are affected as a result of

the Theft or Robbery;

3.3 The above payment can only be made upon presentation of a document showing proof of the expenses incurred.

4. What is Not Covered

4.1 The following situations are not covered:

a) Unexplained disappearance, loss or misplacement;

b) Subtractions of any kind or Thefts or Robberies committed by family members or persons linked to the Insured Party by ties of partnership, contract or employment contract;

c) Items that exist outdoors, in annexes and balconies that are not closed, or in places with access not intended for the exclusive use of the Insured Party and that are not completely closed, through doors or gates that isolate them from public or common spaces of the condominium.

4.2 Thefts or Robberies of Jewellery, Precious Objects and Valuables, as defined in the General Terms and Conditions, in Annexes or collections outside the dwelling, shall never be covered.

Electrical Risks

1. What is Covered

1.1. Under the terms of this coverage, losses or damages caused to any electrical machines, transformers, appliances and electrical installations and their accessories are covered, provided that they are considered as Insured Assets in the Policy, due to direct electric current effects, namely over-voltage and over-current, including those produced by atmospheric electricity or short circuits, even when it does not result in a fire.

2. The following is also Covered

2.1 Repair or replacement of electrical installations affected by the electrical risk, even if the building is not insured by the Policy.

3. What is Not Covered

3.1 The following losses or damages are not covered:

a) Those due to wear and tear or any mechanical malfunction;

b) Those caused to boards and transformers of more than 500 Kwa and engines of more than 10 HP;

c) Those resulting in the reconstitution of damaged software and computer files.

Civil Liability for Damages Caused by Insured Assets

1. What is Covered

1.1 The Insured Party's non-contractual Civil Liability is covered for damages caused by the Insured Assets mentioned in the Specific Terms and Conditions;

1.2 The coverage, up to the limit of insured capital set in the Specific Terms and Conditions, extends to damage to property or personal injury, directly resulting from bodily injury or material damage caused to third parties.

2. What is Not Covered

The following are excluded from this coverage:

a) Situations arising from an industrial, commercial or professional activity carried out in the building;

b) Damages incurred by the Insured Party and their household, as well as those who have employment relationships with the same;

c) Intentional or reckless acts of the Policyholder or the Insured Party as well as those performed in a state of voluntarily acquired unconsciousness;

d) Fines of any kind and financial consequences of criminal proceedings or litigation in bad faith;

e) Damage caused by failure to comply with safety precautions imposed by law or regulation.

Family Liability Protection

1. What is Covered

1.1 The Insured Party's non-contractual Civil Liability arising from acts or omissions practised within the scope of their private life is covered, up to the limit of insured capital set in the Specific Terms and Conditions, covering monetary or non-monetary damage arising from bodily injury or material damage caused to third parties, by the Insured Party or by any of the persons referred to in the following paragraph;

1.2 The following people shall also be considered as Insured Parties and, as such, covered by the coverage referred to in the previous point, provided that they live with the Policyholder and share the house with them, and/or live in their economic dependence:

a) Persons who belong to the Policyholder's household;

b) Employees in domestic service.

1.3 The coverage also extends to damage caused by pets, whether owned or in temporary custody thereof.

2. What is Not Covered

The following situations are not covered:

a) Professional civil liability;

b) Criminal liability as well as all damages arising from the commission of a crime;

c) Sports or recreational activities carried out with the use of any weapons and under conditions contrary to the current legal provisions;

d) Failure to comply with the safety conditions imposed by current legislation with regard to the transit on public roads of the animals provided for in the coverage;

e) Intentional or reckless acts of the insured persons and acts in a state of voluntary unconsciousness;

f) **Damage caused to objects or animals entrusted to custody or hired by the Insured Party and also those delivered to the same for transport, handling or use;**

g) **Damage incurred by insured persons, as well as persons having employment relationships with the same;**

h) **Fines of any kind and financial consequences of criminal proceedings or litigation in bad faith;**

i) **The driving or ownership of any water, air or land vehicle when regulated by the Highway Code or applicable legal and regulatory provisions;**

j) **Damage caused by broken pipes, taps left open, or poorly closed taps;**

k) **Damage caused by animals used in the course of a profitable activity;**

l) **Damage caused during hunting;**

m) **Damage caused by failure to comply with safety precautions imposed by law or regulation.**

Demolition and Removal of Debris

1. What is Covered

1.1. Coverage is extended to Demolition and Removal of Debris that is not covered under clause 2.2 of the General Terms and Conditions.

1.2. The coverage extends to the payment, up to the amount for the purpose described in the Specific Terms and Conditions, of the expenses incurred in the demolition and removal of rubble caused by the occurrence of any Claim covered by this Policy, that does not fall within clause 2.2 of the General Terms and Conditions.

Accidental Breakage of Glass, Mirrors and Ornamental Stones, Sanitary ware and its fitting; Breakage or Collapse of Antennas; Breakage or Collapse of Solar and Photovoltaic Panels

1. What is Covered

1.1 Breakage of Glass, Mirrors and Ornamental Stones, Sanitary Ware and its fitting are covered;

1.2 The coverage referred to in the previous paragraph shall extend to:

a) Where the Building is insured, the damage caused to glass, mirrors, fixed glass plates and ornamental stones, together with sanitary ware, as a result of accidental breakage and if they are in the risk location and belong to the Policyholder or the Insured Party;

b) Where the Household Effects are insured, the damage caused to movable glass.

1.3 The damage caused to the insured assets as a direct consequence of the Breakage or Fall of Antennas is covered;

1.4 The coverage referred to in the previous paragraph shall extend to:

a) Where the Building is insured, the damage caused to the Building as a result of accidental breakage or fall of external antennas receiving image and sound (TV, TSF, and Parabolic) as well as their masts and poles, including damage affecting the actual installations;

b) Where the Household Effects are insured, only the damage caused to the assets that integrate them;

c) Where both the Building and the Household Effects are insured, the damage caused to all the insured assets that integrate them.

1.5 The damage caused to the insured assets as a direct consequence of the Breakage or Collapse of Solar and Photovoltaic Panels is covered;

1.6 The coverage referred to in the previous paragraph shall extend to:

a) Where the Building is insured, the damage caused to the Building as a result of the accidental breakage or fall of solar energy panels installed for the use by the Insured Party, including damage affecting the actual installations;

b) Where the household effects are insured, only the damage caused to the assets that integrate them;

c) Where both the Building and the Household Effects are insured, the damage caused to all the insured assets that integrate them.

2. What is Not Covered

The following damages are not covered:

a) Those which, as a result of the Breakage of Glass, Mirrors and Ornamental Stones, are caused to any other insured assets;

b) Those which do not consist of breakage or shattering;

c) Those caused directly or indirectly by a heat source;

d) Those resulting from a defect in the product, its placement, or the assembly or dismantling of the parts;

e) Those caused to the assets covered herein, which are not placed on an appropriate stand;

f) Those on stands, brackets or frames of the assets covered herein;

g) Those on glass or mirrors forming part of lamps or lamps, as well as those caused to decorative objects, optical crystals and imaging and sound equipment;

h) Those on motor vehicles;

i) Those in porcelain or glass sets or any other glassware pieces;

j) Those in bottles and their contents;

k) Those caused in the course of assembly, dismantling and repair operations or of any works underway at the insured place.

Temporary Deprivation of Use and Temporary Change

1. What is Covered

1.1 Losses are covered as a direct consequence of Temporary Deprivation of Use of the risk location;

1.2 In the event of a Claim covered by the Contract, which gives rise to the temporary deprivation of use of the risk location, the Insurance Company shall pay compensation, within the limits set in the Specific Terms and Conditions:

a) When the Property is insured:

The costs of the stay of the Insured Party and their Household in any other

accommodation;

The payment of the mortgage loan related to the insured property, during the maximum period of 3 months, effective from the date of the accident.

b) When the Household Effects are insured:

The costs of transporting the insured items that have not been destroyed and their respective storage.

1.3 This coverage shall be valid for the period necessary for the Insured Party to be resettled at the place where the Claim occurred;

1.4 The compensation shall be paid against documentary evidence of the costs incurred, after deduction of the charges to which the Insured Party would have been subject if the Claim had not occurred and which, in the meantime, were no longer borne;

1.5 It is an indispensable condition for the operation of this coverage that the Insured Party, at the date of the accident, must be staying at the affected place.

2. The following is also Covered

2.1 Damage occurring during the Temporary Move of insured items from the risk location is also covered, even if temporary deprivation of use of the risk location is not present;

2.2 The insured assets that are transferred for a period not exceeding 60 days to any other place located in the Country where the Insured Party has established their residence temporarily are covered.

3. Extension of Coverage

Insured assets that have been transferred to another risk location under this coverage shall remain covered under the same conditions as this Policy, notwithstanding the rectification of the premium to that corresponding to the new risk location.

4. What is Not Covered

4.1 Items transferred for sale, loan, repair, exposure or storage are not covered;

4.2 If the transferred property is covered by any other insurance, this Policy, in the event of a covered Claim, is only liable for the shortfall of the other insurance.

Strikes, Riots and Changes in Public Order

1. What is Covered

1.1 The losses or damages directly caused to the insured assets as a result of strikes, riots and changes in public order are covered;

1.2 The coverage extends to the damage to the insured assets:

a) By persons taking part in strikes, work disturbances, riots, uprisings and changes in public order;

b) By any legally constituted authority, as a result of measures taken at the time of the occurrences mentioned in a), for the safeguarding or protection of persons and assets.

Acts of Terrorism, Vandalism, Malicious or Sabotage

1. What is Covered

The coverage extends to losses or damages caused directly to the insured assets as a result of:

a) **Acts of Terrorism** – Acts with political, religious, ideological or ethnic motivations, committed with violence against persons or property of a public or private nature and aimed at influencing the acts of the Government or any public authorities, or causing a sense of fear and threat among the population.

b) **Sabotage** – Acts of destruction, which make it impossible to operate or deviate from their normal purposes, permanently or temporarily, totally or partially, communication methods or channels, public service facilities or those intended to supply and meet the vital needs of the population, with the intention of destroying, changing or subverting the constitutionally established Rule of Law.

c) **Acts of Vandalism or Malicious Acts** – Voluntary acts of destruction of property by an individual or group of individuals and not included in the definitions contained in the previous paragraphs.

d) Acts carried out by any legally constituted authority, as a result of measures taken at

the time of the occurrences mentioned in the previous paragraphs, for the safeguarding or protection of persons and assets.

2. What is Not Covered

The following losses or damages are not covered:

Where the acts referred to in the previous paragraph have been carried out:

a) By any member of the Household or by any person who has a relationship of direct kinship or affinity up to the third degree of the collateral line with the Policyholder or Insured Party;

b) By any person, in addition to those referred to in the previous paragraph, to whom the Policyholder or Insured Party has granted the use of the insured place, free of charge or in return for payment.

Aesthetic Damage

1. What is covered

1.1 The coverage extends to the payment of additional expenses on the repair or replacement of the insured assets, which result directly from any Claim covered as agreed and contained in the Specific Terms and Conditions of the Policy, which do not fall within the coverage of clause 2.2 of the General Terms and Conditions;

1.2 Notwithstanding the limits that may be set in the Specific Terms and Conditions of the Policy, the guarantee covers, with due proof of repair or replacement, the costs necessary to maintain the continuity and aesthetic coherence of the insured building or autonomous section, existing immediately prior to the occurrence of the Claim, which do not fall within the coverage of clause 2.2 of the General Terms and Conditions.

2. What is Not Covered

The losses or damages caused to any components of the household effects are not covered.

Accidental spillage from heating installations and fire protection systems

1. What is Covered

1.1 Damage directly caused to insured assets as a result of accidental spillage of oil or any other substance used in any fixed or mobile air-conditioning installation designed to heat or cool the environment is covered.

1.2 Damage directly caused to the insured assets as a result of accidental spillage of water or any other substance used in hydraulic fire protection systems (P.C.I.), caused by a lack of watertightness, leakage, escape or general failure of the system, is also covered.

Hydraulic fire protection systems (P.C.I.) include water tanks and pipes, hydrants, fire hydrants, valves and, in general, all hydraulic installations intended exclusively for firefighting.

2. What is Not Covered

The following damages are not covered:

a) Incurred by the air-conditioning installation itself or its contents

b) As a result of manufacturing defects in the appliance or the heating and/or cooling installation.

Retrofitting

1. What is Covered

1.1 White and brown household appliances and computer equipment are covered at the replacement value of assets damaged as a result of an accident covered by the Policy.

1.2 The compensation payable shall be limited to that laid down in the Specific Terms and Conditions of the Policy, deducting the respective deductibles, if any.

2. What is Not Covered

The following losses or damages are not covered:

Those caused to white and brown appliances and computer equipment, which have been purchased more than 10 years from the date of occurrence of the Claim.

Deterioration of refrigerated goods

1. What is Covered

Damage caused to foodstuffs stored in the Insured Party's refrigerators or freezers as a direct result of:

a) Device malfunction;

b) Accidental loss of refrigerant;

c) Interruption, without prior warning, duly proven, of the public energy supply, for not less than 8 hours;

d) Interruption of the reception of electricity by the containerised goods due to a Claim covered by the Policy.

2. What is Not Covered

The following damages are not covered:

a) Resulting from mishandling;

b) Due to insufficient cooling appliance performance;

c) Due to faulty or poorly installed equipment;

d) Due to power cuts caused by the Insured Party.

Personal Accidents

1. Definitions

For the purpose of this Coverage, the following definitions shall apply:

a) **Insured Persons,** the Policyholder's Household as defined in the Special Terms and

Conditions, including the domestic servant.

b) **Accident,** an event of a sudden, external and unforeseeable nature that causes the Insured Person bodily injury, permanent disability or death, with clinical proof.

2. What is Covered

2.1 This coverage extends to the compensation defined in the Specific Terms and Conditions of the Policy, when an accident results in the following for the Insured Persons:

a) Death or Permanent Disability;

b) Treatment and repatriation costs;

c) Funeral expenses.

2.2 In the case of the domestic employee, this coverage shall only apply to accidents occurring in the insured place indicated in the Policy, and provided that the Policyholder is residing therein;

2.3 Compensation for Death or Permanent Disability is not cumulative, so if the Insured Person dies as a result of an accident, compensation for Death shall be deducted from the compensation amount for Permanent Disability that may have been granted or paid in relation to the same accident.

2.4 The risks referred to in paragraph 1.1. shall be covered only if they occur within 120 days of the accident that gave rise to them.

3. What is Not Covered

3.1 Accidents are always excluded from the coverage of this contract:

a) Where the Insured Person has a level of alcoholism higher than that legally permitted by law for driving motor vehicles, or is under the influence of narcotics, other drugs or toxic products that are not prescribed;

b) When they arise from any intentional acts or omissions committed by the Insured Person with the aim of producing damage;

c) When they arise from the commission of any crimes;

d) When they result from suicide or attempted suicide;

e) When they result from reckless acts, bets and challenges;

f) When they result from any crimes or other intentional acts carried out by the Beneficiary against the Insured Person, with respect to the portion of the benefit that refers to them.

3.2 Compensation arising from the following are also excluded:

a) Hernias of any kind, varicose veins, lumbagos, tears or muscle strains;

b) Implant or repair of removable prostheses and/or orthotics by the Insured Person;

c) Accidents or events which produce only psychic effects;

d) Diseases of any kind, unless directly and demonstrably resulting from a covered accident;

e) Federated sport and respective training practice;

f) Practice of the following activities: mountaineering, martial arts, boxing, hunting of ferocious animals, spearfishing, winter sports, motor boating, parachuting, bullfighting and other activities of a similar nature and level of danger;

g) Piloting of aircraft;

h) Use of two-wheel motor vehicles;

i) Use of tractors;

j) Use or transport of radioactive material;

k) Participation in strikes, labour disturbances, riots and/or changes in public order and insurrection;

l) Acts of terrorism, considered as such by the current Portuguese criminal law;

m) Acts of war, civil war, invasion and war against a foreign country and hostilities between foreign nations, or acts of war directly or indirectly arising from these hostilities.

4. Duties of the Policyholder, Insured Person and/or Beneficiaries

4.1 In addition to the provisions of the General Terms and Conditions, and in the event of an accident to which this Coverage applies, the Policyholder and/or Insured Persons shall:

a) Within eight days after the Insured Person has received clinical assistance, send a statement from the doctor indicating the nature of the injuries, their diagnosis, and the indication of any possible Permanent Disability;

b) Within eight days of confirming that injuries having been healed, inform of the same, ensuring that a medical statement is sent, which, in addition to indicating the date of discharge, may indicate the percentage of disability;

c) Provide, for the purpose of reimbursement, all the documents justifying Treatment, Repatriation and/or Funeral Expenses.

4.2 The Insured Persons are furthermore under obligation to:

a) Comply with the medical prescriptions;

b) Be examined by a doctor appointed by the Insurance Company;

c) Authorise their doctor to provide all information requested by the Insurance Company.

4.3 In the event of Death, in addition to the claim report, send the death certificate and, when deemed necessary, any other information clarifying the accident and its consequences;

4.4 If the Policyholder or the Insured Person is unable to comply with any of the obligations provided herein, this responsibility shall be passed on to the Policyholder, Insured Person or Beneficiary, whichever is in a position to comply with it.

Failure to comply with the aforementioned obligations, or the lack of honesty in the information given to the Insurance Company, implies that the responsible party shall be obliged to take responsibility for the losses and damages.

5. Death

In the event of Death, the Insurance Company shall pay the corresponding insured capital according to the rules and in the order established for the legitimate succession, in accordance with Art. 2133(1)(a) to (d) of the Portuguese Civil Code, unless if, due to there

being no legal heirs provided for in the first and second classes of succession, there are testamentary heirs.

6. Permanent Disability

The compensation due for Permanent Disability is calculated based on the National Table for Assessment of Permanent Disability in Civil Law.

Payment shall be made to the Insured Person, unless otherwise stated in the Specific Terms and Conditions of the Policy.

7. Treatment, Repatriation and Funeral Expenses

a) Treatment expenses refers to medical fees and hospitalisation, including medical and nursing assistance that may be necessary as a result of the accident;

b) Where regular clinical treatment is required, and for the entire duration of the treatment, travel expenses to the doctor, hospital, clinic or nursing services centre shall also be considered included, provided that the form of transport used is appropriate to the severity of the injury;

c) Repatriation Expenses refer to those related to medically advised transport due to the nature of the injuries;

d) The Insurance Company shall reimburse, up to the amount for the purpose described in the Specific Terms and Conditions, the documented proof of Treatment, Repatriation and Funeral expenses and proof of payment of the same;

e) The reimbursement shall be made as soon as the documents are presented, and shall be apportioned between those presented when there are several Insured Persons and the amounts claimed are higher than the insured amount established in the Specific Terms and Conditions.

8. Existing Diseases

If the consequences of an accident are aggravated by disease prior to that date, the liability of the Insurance Company may not exceed that which it would have had if the accident had occurred to a person not carrying that disease.

9. Competing Insurance

a) Damages for Death or Permanent Disability are due and paid to the Insured Persons, their heirs or beneficiaries, regardless of those under other insurance contracts of

the same nature or non-contractual civil liability;

b) If the Treatment, Repatriation and Funeral Expenses are covered by other insurance contracts, they shall be reimbursed through all Contracts in proportion to the respective insured values.

Replacement with more efficient elements

1. What is Covered

Payment is guaranteed, up to the limit of the amount set in the Specific Terms and Conditions and resulting directly from any Claim covered by the guarantees contracted in the Policy, for additional costs of repairing or replacing the insured assets, **with due proof of repair or replacement**, with more energy-efficient equipment.

Earthquakes

1. What is Covered

1.1 This Special Condition covers damage to the insured assets as a result of direct action of earth tremors, earthquakes, volcanic eruptions, tsunamis and underground fires, as well as fire resulting from these phenomena;

1.2 Phenomena occurring within 72 hours following the discovery of the initial loss caused to the insured assets shall be considered as a single Claim.

2. What is Not Covered

The following losses or damages are not covered:

a) Existing on the date of the accident;

b) In the insured assets if, at the time of the event, the building was already damaged, defective, collapsed or displaced from its foundations in such a way that its overall stability and security were affected;

c) For which a third party, as a supplier, installer, builder or designer, is contractually responsible.

Landlord Protection

1. What is Covered

1.1 Payment is guaranteed, up to the limit of the amount set in the Specific Terms and Conditions and upon presentation of a valid rental contract, of compensation arising from loss of rent that the Insured Party, in their capacity as landlord, obtained from the rental of the insured property, as a direct result of a Claim covered by this contract, when the respective tenants are forced to vacate the property temporarily and when the rental contract is legally suspended.

1.2 This guarantee is valid for the time needed to complete works to restore the insured property to the state it was in before the accident, and may in no case exceed 12 monthly instalments, nor may each monthly instalment exceed the amount legally declared by the Insured Party prior to the accident in the rental contract or for tax purposes, whichever is the most up-to-date.

1.3 Compensation shall only be paid after the following supporting documents have been submitted:

a. A copy of the current rental contract between the parties;

2. What is Not Covered

The following losses or damages are not covered:

a) Those resulting in the total loss of the insured building;

b) Wrongful acts or omissions by the Policyholder, the Insured Party, the tenant or their families, or persons for whom they are civilly liable.

Tenant Protection

The following definitions shall apply for the purposes of this coverage:

Accident – An event caused by a sudden, external and violent cause, beyond the control of the Insured Person, which results in bodily injury confirmed by a doctor;

Disease – Involuntary and abnormal alteration of the Insured Person's state of

health, clinically proven, not caused by Accident;

Involuntary Unemployment (IU) – Unemployment situation that continues for more than 30 days due to:

(i) collective dismissal, i.e. the end of the employment contract caused by the employer, affecting (simultaneously or successively over three months) at least two or five workers (depending on whether the company is a micro or small enterprise, on the one hand, or a medium or large enterprise, on the other), when due to the closure of one or more departments (or equivalent structures) or a reduction in the number of workers for market-related, structural or technological reasons;

(ii) dismissal due to job losses for economic or market-related reasons, technological reasons or structural reasons relating to the employer;

(iii) unilateral dismissal by the employer, and

(iv) unilateral resignation by the by the employee on justified grounds.

For the purposes of this definition of IU, market-related reasons are defined as a downturn in the company's business caused by a foreseeable decrease in demand for goods or services, or by the practical or legal impossibility of placing those goods or services on the market; structural reasons are defined as economic and financial imbalance, change of business, restructuring of the production organisation or replacement of leading products; and technological reasons are defined as changes in manufacturing techniques or processes, the automation of production, control or load handling instruments, as well as computerisation of services or automation of means of communication;

Hospitalisation – Situation involving hospitalisation of the Insured Person for more than 7 days, generating a situation of total temporary disability;

Grace Period – Period in which, immediately after the Policyholder takes out the Policy, there is no right to the Insurance Company's payment;

Requalification Period – Period in which, immediately after the effects of a Claim have ceased, there is no right to the Insurance Company's payment.

1. Subscription conditions

This coverage may only be taken out if the Insured Party, at the time of subscription, has been regularly performing at least 16 hours per week of professional activity over the last 12 (twelve) months, and is unaware of a possible unemployment situation.

2. O que fica Garantido

2.1 Payment is guaranteed, under the terms and up to the limits set in the Specific Terms and Conditions, of the rental amounts owed by the Insured Party, as tenant of the residential rental contract between Natural Persons, registered with the Tax and Customs Authority, for the risk location identified in the contract and where the insured Contents are located, if one of the following events occurs:

a. Involuntary unemployment (applicable only to Employees);

b. Hospitalisation (only applicable to self-employed workers).

2.2 This guarantee has a grace period of 60 days from the date the coverage is taken out, and a requalification period of 12 months from the last date of payment of compensation.

2.3 The guarantee for this coverage is limited to a maximum of 6 monthly instalments, each of which may not exceed the amount legally declared before the Claim, in the rental contract or for tax purposes, whichever is the most up-to-date.

2.4 Compensation shall only be paid after the following supporting documents have been submitted:

a. A copy of the current rental contract between the parties;

b. In the event of absolute temporary incapacity of the Insured Party:

i. Copy of a certificate of temporary or definitive incapacity for work for 30 days or more;

c. In the event of involuntary unemployment of the Insured Party:

i. a document proving that the unemployment declaration has been submitted to the Social Security office, attesting to the causes of unemployment.

d. In the event of hospitalisation of the Insured Party:

i. Photocopy of the hospitalisation declaration;

ii. Photocopy of a medical declaration stating the diagnosis and date, the nature of the injuries and the probable length of hospitalisation.

2.5 The supporting documents referred to in point 1.4 must be renewed monthly, and sent to the Insurance Company no later than the day before the rent due date under the rental contract in force. If the Insurance Company does not receive proof that the contract holder is still in the situation that caused the activation of the guarantees of this coverage, it shall not be obliged to pay.

3. What is not covered

a) Any claims occurring within the grace period or during the requalification period, whenever applicable;

b) Any compensation for non-payment of rent due to:

I. Exception of breach of contract due to the landlord's failure to comply, upheld in the opposition to the special eviction procedure;

II. Extinction of the special eviction procedure or payment enforcement procedure for the collection of outstanding rents, on the grounds of invalidity or settlement;

III. Other situations in which the landlord's direct or indirect action jeopardises or hinders the procedures necessary for eviction or the collection of outstanding rents.

c) Any compensation for non-payment of rent in the event of involuntary unemployment of the tenant due to:

I. Termination of the employment contract because the Insured Person has reached retirement or pre-retirement;

II. Termination of the employment contract by agreement between the employee and the employer;

III. Termination of the employment contract by the employee, without justified grounds, i.e. without the employee invoking grounds for dismissal based on a breach of obligations by the employer, the

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employee's need to fulfil a legal obligation that is incompatible with the continuation of the contract, or a significant and lasting change in working conditions by the employer;

IV. Termination of the employment contract by the employee or the employer during the trial period;

V. Workers abroad with employment contracts not bound by Portuguese law;

VI. Dismissal on justified grounds, i.e. following a worker's culpable behaviour which, due to its seriousness and consequences, makes it immediately and practically impossible for the employment relationship to continue;

VII. Expiry of a time-limited or open-ended employment contract, commonly known as a "fixed-term contract", i.e. termination of the employment contract because its duration has come to an end, or because the underlying situation giving rise to the contract no longer exists;

VIII. Unemployment resulting from a seasonal activity, i.e. an activity that only arises during a certain time of year, which is inevitably limited, and subsequently loses its utility.

Home Assistance

1. Definitions

For the purpose of this Coverage, the following definitions shall apply:

a) **Identification or travel document**: the citizen's card, identity card, passport, visa, permit or residence permit, driving licence, birth certificate, identity document or other certificates or attestations to which the law confers power of identification on persons, or their professional status or situation, from which rights or advantages may result, in particular as regards subsistence, accommodation, travel, assistance, health or ways

to earn a living or improve their level.

b) **Theft:** the disappearance, destruction or deterioration of the insured object due to consummated theft, or unlawful use.

c) **Insured Person:** the Insured Party and the family members living with the same. For the purposes of this definition. family members shall refer to: The spouse or life partner, children, stepchildren, adopted children, parents, parents-in-law of the Insured Party who stay with them.

d) **Robbery**: Removal of something movable, through violence against a person, threat with imminent danger to life or physical integrity, or that makes it impossible to resist, carried out with an illegitimate intention of appropriation for oneself or for another person, and which leads to the disappearance, destruction or deterioration of the insured item.

e) **Breach of the Insured Property:** Introduction, without consent, of a third party in the Insured Property or stay of the same in the Insured Property after being told by the Insured Person to withdraw.

2. What is Covered

2.1 Assistance to the Insured Property

As a result of a Claim, and up to the Capital Limits set in the Specific Terms and Conditions of the Policy, the Insurance Company shall provide the following type of coverage to the Insured Person, through Assistance:

a) Dispatch of Technician to the Insured Property

In the event of damage to the Insured Property, and at the request of the Insured Party, the Insurance Company shall organise and bear, up to the Capital Limits described in the Specific Terms and Conditions of the Policy, the dispatch of qualified professionals to the Insured Property in order to contain and repair the type of damage in question.

Services considered urgent, including locksmiths, plumbers, glaziers, electricians and key and lock technicians may be requested 24 hours a day, including weekends and holidays.

Non-urgent services, namely, masons, carpenters, painters, plasterers, carpet fitters and shutter technicians should be requested from Monday to Friday, from 9am to 6pm.

b) Hotel expenses

As a result of a Claim in which the Insured Property becomes uninhabitable, the Insurance Company shall pay the Insured Person's hotel expenses up to the Capital Limit set in the Specific Terms and Conditions of the Policy.

The Insurance Company shall also cover the respective bookings.

c) Transportation of furniture

If, as a result of a Claim, the Insured Property becomes uninhabitable, the Insurance Company shall provide and bear, up to the Capital Limits set in the Specific Terms and Conditions of the Policy, the costs of:

I) Hiring a vehicle for the transport of goods in order to move furniture to temporary housing;

II) Storage of items and assets not transferred to temporary housing during the 6-month period;

III) The costs of transporting the furniture to the new place of permanent residence in Portugal, within 30 days of the occurrence of the Claim, if that place is located within a radius of less than 50 km of the Insured Property.

d) Laundry and restaurant expenses

In the event that the Insured Property is uninhabitable, or if the kitchen and/or washing machine is destroyed, the Insurance Company shall cover the reimbursement of restaurant and laundry expenses, during the non-working period and up to the Capital Limits set in the Specific Terms and Conditions of the Policy.

e) Security Guard Services for Insured Building

If the Insured Property is accessible from the outside due to damage resulting from the destruction of the lock or the breaking of windows of the façade of the same and, after activating the appropriate precautionary measures, security is necessary to avoid the theft of existing items, the Insurance Company shall bear the costs of a security guard up to the Capital Limits set in the Specific Terms and Conditions of the Policy.

f) Replacement of locks

If, as a result of loss or theft of the keys of the main door of the Insured Property, it is not possible for the Insured Party to enter it, the Insurance Company shall bear the expenses necessary for the replacement of the locks, up to the Capital Limits set in the Specific Terms and Conditions of the Policy.

g) Replacement of Television and Computer

If, as a result of Theft or Robbery of the Insured Property, the Insured Party is deprived of the use of their television and computer, the Insurance Company shall rent a television or a computer of similar functions to the damaged or stolen device, for a maximum period of 15 days, as long as they are available locally.

h) Early return of the Insured Party

If the Insured Property is destroyed while the Insured Party is travelling, and the presence of the Insured Party is essential, the Insurance Company shall cover the transport from the place where the Insured Party is located to the Insured Property, provided that such travel cannot be carried out by own transport, by hiring transport for the trip, or by using the transport ticket originally purchased to complete the trip, where this allows the early return of the same.

i) Dispatch of appliance professionals

Following a Breakdown in the appliances of the Insured Property, and at the request of the Insured Party, the Insurance Company shall cover, up to the Capital Limits set in the Specific Terms and Conditions of the Policy, the dispatch to the Insured Property of qualified professionals, as well as the respective costs related to parts and/or labour for the containment and repair thereof.

The appliances covered herein are: Refrigerator; Horizontal refrigerator; Vertical refrigerator; Combined; Washing machine and dryer; Dishwasher; Electric and gas oven.

Only appliances up to 10 years old are covered herein.

j) Advice in the event of Theft

In the event of Breach of the Insured Property and consequent Theft or Robbery in the same, and in case of urgency, the Insurance Company shall advise the Insured Party on the measures to be taken immediately.

k) Access to the conventional network of refurbishment, conservation and maintenance professionals

The Insurance Company shall provide the Insured Party with access to an agreed network of refurbishment, conservation and maintenance professionals for the Domicile.

l) Repair of faults in the electricity network

In the event of faults occurring in the internal electrical installations of the Insured Property, and at the request of the Insured Party, the Insurance Company shall cover,

up to the Capital Limits set in the Specific Terms and Conditions of the Policy, the dispatch to the Insured Property of qualified professionals, as well as the respective costs related to parts and/or labour for the containment and repair thereof.

m) Repair of faults in the gas network

At the request of the Insured Party, the Insurance Company shall cover, up to the Capital Limits set in the Policy, the dispatch to the Insured Domicile of qualified professionals, as well as the respective costs related to the labour and parts for damages occurring in the gas system located inside the Insured Property, provided that they do not require the presence of a technician of the distribution operator.

n) Repair of the plumbing system

In the event of Incidents causing damages in the plumbing of the Insured Property, and at the request of the Insured Party, the Insurance Company shall cover, up to the Capital Limits set in the Policy, the dispatch to the Insured Property of qualified professionals, as well as the respective costs related to labour and/or parts for the containment and repair of damage caused to the plumbing system, notably blockages, water leaks and burst pipes.

o) Repair of water heaters and boilers in the Insured Property

In the event of breakdowns occurring in water heaters or boilers, and at the request of the Insured Party, the Insurance Company shall cover, up to the Capital Limits set in the Policy, the dispatch to the Insured Domicile of qualified professionals, as well as the respective costs related to labour and/or parts for the repair thereof.

Only electric or gas boilers and water heaters are covered herein.

p) Insured Property Refurbishment Service

In the event of a Claim resulting in damage to the Insured Property and following the termination of the residential rental contract, and at the request of the Insured Person, the Assistance Service shall organise and pay for technicians to be sent to the Insured Property for the purpose of painting, cleaning of floors and walls and replacement of wallpaper, up to the Capital Limits set in the Policy..

q) Certification and inspection of gas pipework

At the request of the Insured Person, the Assistance Service shall arrange for an accredited company to inspect and certify the gas pipework at the Insured Property.

The total cost of the service shall be borne by the Insured Person.

2.2 Technological Assistance

a) Computer assistance

The Insurance Company shall grant the Insured Party access to a qualified technician for:

- Support in the management of applications, computer tools and communications;
- Installing and uninstalling applications;
- Update of software versions, and service packs, when the Insured Person has the respective licence or its update is free;
- Configuration of operating systems and computer applications;
- Advice on hardware and software requirements for computer applications;
- Installation and configuration of peripheral systems such as printers and scanners;
- Restarting operating systems in case of Breakdowns, and installation of specific software if deemed convenient by the Insurance Company.

The above guarantees apply to Microsoft, Mac and Linux systems.

For the execution of the abovementioned tasks, the CD-ROM with the original software of the device shall be required, or in some cases, the Insurance Company may download it from the Internet, provided that the Insured Person has the necessary licence.

Before the provision of computer assistance, the Insured Person must make backup copies of the data, software or other files stored on the disk of their personal computer.

Computer assistance shall be provided as follows:

- Remote computer assistance:

  The Insurance Company shall provide the Insured Party with the necessary technical support by telephone or chat on the internet in order to try and solve the reported problems related to the operation of the equipment. Whenever necessary and possible, technical support shall be provided remotely.

- Computer assistance at the Domicile

  If it is impossible to settle the Claim through the provision of remote computer assistance, the Insurance Company shall cover the dispatch to the Insured Property of qualified professionals for the installation of components and applications as well as

the resolution of problems in terms of performance and configuration of the computer and network:

This coverage is available on working days, with a minimum intervention period of 48 hours, and is only available for the District of Lisbon and the District of Porto.

The maximum duration of the service is 2 hours, and excludes hardware problems.

The Insured Party may request the Insurance Company to provide IT assistance at the domicile, even if it is possible to settle the Claim by providing remote IT assistance, and in these cases all the associated costs (travel, labour and materials) are borne by the Insured Party.

b) Security Check up

In case of notice or security incident on the Insured Party's computer, and at the request of the same, the Insurance Company shall provide a security check-up on this PC, up to the Capital Limits set in the Policy, issuing a report with the incidents recorded over the 15 days, and recommendations for protection of the computer and improvement of the network security level.

2.3 Assistance to the Insured Person

As a result of a Claim, and up to the Capital Limits set in the Policy, the Insurance Company shall provide the following types of coverage to the Insured Person:

a) Dispatch of a doctor to the Domicile

If the Insured Person is in difficulties or need resulting from an Accident or Disease, and at the request of the Insured Person, the Insurance Company shall cover the dispatch to the Insured Property of a general practitioner, for consultation and any advice as to the guidelines to be followed.

The cost of the first trip, per Claim, shall be borne by the Insurance Company, with the cost of the consultation, any treatments prescribed and other trips being borne by the Insured Person, up to the Capital Limits set in the Specific Terms and Conditions of the Policy.

b) Dispatch of nursing professional

If the Insured Person is confined to bed upon medical advice, further to the request

of the Insured Person, the Insurance Company shall cover the dispatch to the Insured Property of a nursing professional, up to the Capital Limits set in the Policy.

c) Transportation by ambulance

At the request of the Insured Person, the Insurance Company shall organise and bear, up to the Capital Limits set in the Policy, the costs of transport by ambulance from the Insured Property to the nearest first aid or emergency post.

d) Childcare (Baby-sitting)

In the event that the Insured Person is hospitalised or confined to bed at the doctor's orders, the Insurance Company shall cover the dispatch of a person to take care of children living with the Insured Person who are under the age of 16 and are usually cared for by the bedridden or hospitalised person.

3. What is Not Covered

Apart from the exclusions provided for in the General Terms and Conditions, this insurance shall not cover services that have not been requested from the Insurance Company through the Assistance Service, and that have not been provided with the agreement of the same, except in proven cases of force majeure or of impossibility to do so.

4. Cost of Services

The professionals' fees shall be limited to the amount indicated in the Specific Terms and Conditions, which shall be adjusted annually according to the Consumer Price Index (CPI).

5. Procedures in the event of a Claim

5.1 In the event of a Claim, and subject to the obligations specifically provided for in the applicable Special Terms and Conditions, it is an indispensable condition for the operation of the coverage in this contract that the Policyholder or the Insured Person:

a) Immediately contact the Insurance Company, describing the occurrence and providing all information necessary for the execution of the coverage in question, explaining the circumstances of the Claim, the possible causes and their consequences;

b) Follow the Insurance Company's instructions and take the necessary and possible measures to prevent the aggravation of the consequences of the Claim;

c) Obtain the Insurance Company's agreement before assuming any cost or expense;

d) Fulfil, at any time, the requests for information and documentation made by the Insurance Company, promptly forwarding all the information necessary for the progress of the process;

e) Collect and provide the Insurance Company with the relevant information for the activation of third-party liability, when applicable.

5.2 Failure to comply with the obligations laid down in the preceding paragraphs shall give rise to a reduction in the Insurance Company's payment provided in view of the damage caused due to failure to comply with the obligations laid down in this Article.

5.3 Intentional failure to comply, or defective performance, of the duties stipulated in this Article, which have led to a damage or loss to the Insurance Company, shall give rise to loss of coverage.

5.4 The Insured Person shall bear the burden of proof of the truthfulness of the Claim filed, and the Insurance Company may require all appropriate means of proof at its disposal.

6. Material Impossibility

6.1 This Policy does not cover the costs or reimbursement of expenses incurred by the Insured Party and/or Insured Person, with assistance services that have not been previously requested from the Insurance Company, or that have been performed without its prior agreement, except in cases of force majeure or demonstrated material impossibility.

6.2. If it is not possible for the Insurance Company to arrange the benefits due within the defined territorial scope, the Insurance Company shall reimburse the Insured Person for the expenses incurred, within the limits defined by this Policy and the guarantees that are applicable.

6.3. The processing of any reimbursement by the Insurance Company is subject to the presentation by the Insured Person of the original documentation proving the expenses incurred.

7. Additional Provisions

7.1 The General Terms and Conditions of the Policy shall apply to these Special Terms and Conditions, provided that they do not contradict those established in the former;

7.2. In any event, the Insurance Company shall not be liable for delays or non-compliance due to the causes of force majeure;

7.3. It should be noted that, because the Insurance Company organises the dispatch of professionals, this does not imply the acceptance of any Claim possibly under other coverage of the Policy, as a result of which the Insured Party would be entitled to reimbursement of the costs incurred for repairs carried out under these Special Terms and Conditions..

Legal Protection

For the purposes of this Special Condition, the following definitions shall apply:

a) **Damage**: Offence caused by a Third Party that affects the physical integrity and/or property of the Policyholder.

b) **Dispute**: Conflict between the Policyholder and Third Parties, arising from a Claim covered by this Policy, subject to negotiation, judicial, arbitration or administrative resolution.

c) **Insured Person**: the Policyholder, the spouse or unmarried partner, ascendants and descendants in the first degree, stepchildren, adoptees and in-laws of the Policyholder who live with them.

d)

e) **Legal Protection Service**: Europ Assistance, S.A. - Branch in Portugal, with registered office at Av. Columbano Bordalo Pinheiro, 75 - 10º andar - 1070-061 Lisbon, registered at the Commercial Registry Office under sole registration and legal person number 980 667 976, a Branch of Europ Assistance, S.A., an Insurance Company with its registered office at 2 rue Pillet-Will - 75009 Paris, France, a company registered in Paris under number RCS 451 366 405, with share capital of €61,712,744, governed by the provisions of the French Insurance Code - an entity that organises and provides, on behalf of the Insurance Company and in favour of the Insured Persons, the assistance services provided for in the Policy.

f) **Claim**: Any unforeseen event induced by a Third Party that causes a given monetary or non-monetary loss or damage within the Policyholder's legal sphere, with the event or series of events resulting from a single cause being considered a single accident Claim.

g) **Insured Person** the Policyholder, the spouse or unmarried partner, ascendants and descendants in the first degree, stepchildren, adoptees and in-laws of the Policyholder who live with them.

h) **Third Party**: A legal entity, natural or legal person other than the Insurance Company, Policyholder and Insured Persons, which is the plaintiff or the defendant, as the case may be, of a Claim covered by this Policy.

1. What is covered

The Legal Protection Service guarantees the provision of the Legal Protection Services defined in this Policy to the Policyholder, as well as payment of the following expenses indicated in sub-paragraph a) below, which the same incurs, through active participation in court and arbitration proceedings resulting from Claims occurring at the Insured Domicile, with the limits, terms and conditions established in the Special and Specific Terms and Conditions of this Policy.

In accordance with the guarantees of this contract, the Legal Protection Service shall pay the following costs, up to the Capital Limits set in the Policy:

(i) Fees for Lawyer(s) and Solicitor(s) with valid registration in force with their respective professional body, when their interventions are required or necessary;

(ii) Legal expenses, court fees and other expenses arising from intervention in court, arbitration or administrative proceedings;

(iii) Fees for court-appointed experts.

a) Should the lawsuit be successful, the amount of the costs and respective prosecution, to the extent that they are paid to the Insured Party by the losing party, must be reimbursed to the Legal Protection Service, whenever the latter has advanced the payment of the same.

b) Notwithstanding the Capital Limits set in the Policy, the lawyers fees to be borne by the Insurance Company under this coverage, are subject to compliance with the legal and regulatory standards established in this regard by the respective professional bodies, and the differences arising from their interpretation shall be referred to the competent authority of the respective body.

c) If, by appointment of the Insured Person, more than one lawyer intervenes in the Claim, the Legal Protection Service shall only be obliged to pay the fees of one of them, within the Capital Limits set in the Policy, based on the extent of the defence of the Insured Party's interests ensured or to be ensured by each of them.

d) Notwithstanding other exclusions provided for in the Policy, the following are expressly excluded from the scope of this coverage:

a. the travel expenses of a lawyer chosen by the Insured Party;

b. fees for the intervention of consultants or experts that the Insured Party wishes to associate with their protection.

1.1 This coverage extends to:

1.1.1 Damage Claims

Following a Claim occurring at the Insured Property, and at the request of the Insured Party, the Legal Protection Service undertakes to provide, in favour of the Insured Person and pursuant to paragraph 1 of this special condition of these Special Terms and Conditions, the legal protection service covering the expenses incurred by the Insured Person for their active participation in arbitration or judicial proceedings against an identifiable Third Party, up to the Capital Limits set in the Policy.

1.1.2 Housing Rights

At the request of the Insured Party, the Legal Protection Service undertakes to handle:

- Complaints against neighbours, located no more than 100 metres from the risk location, for violating legal rules on smoke or gas emissions, hygiene, permanent noise and annoying, harmful or dangerous activities.

- Defence and claiming of interests in conflicts with their neighbours, located no more than 100 metres away, over rights of way, lights, views, distances, boundaries and shared walls.

- Defence and claiming of interests against the condominium members in the building where the property is located, provided that the legally agreed condominium fees have been paid.

1.1.3 Criminal Defence

The Legal Protection Service undertakes to provide the Insured Person with, and pay the costs of, their criminal defence and representation pursuant to the terms and limits specified in the other conditions of this Policy, should the Insured Person be made a Defendant in criminal proceedings on suspicion of committing an involuntary crime or involuntary offences (negligent acts or omissions) arising from the use of the Insured Property.

2. What is not covered

2.1 Notwithstanding the exclusions provided for in the General Terms and Conditions and other conditions arising from these Special Terms and Conditions, the charges or benefits related to the following are equally excluded:

a) Services not explicitly provided for in the coverage described above;

b) Processes in which the Insured Person does not participate as an active party or is not the injured party;

c) Processes resulting from events unrelated to the insured risk location;

d) Claims involving disputes between the Policyholder, the Insured Persons and/or the Legal Protection Service, among themselves, notwithstanding the provisions of these General Terms and Conditions regarding the Resolution of Conflicts between the Parties;

e) Compensation, fines or penalties which the Insured Party is ordered to pay;

f) Expenses arising from an accumulation or counterclaim, when they are matters not included in the coverage provided.

g) Claims involving disputes between the Insured Persons and/or between the Insured Persons and their family members, including ascendants and descendants, up to the 1st degree, adoptees, stepchildren, relatives and collaterals up to the 3rd degree, as well as persons who stay with them and/or are under their responsibility;

h) Amounts relating to taxes, fees, fines, penalties and their interest due by the Policyholder, Insured Persons and/or their legal representatives by virtue of processes or procedures covered by this Policy;

i) Travel and accommodation expenses of the Insured Person and their legal representatives in the context of proceedings or procedures taking place outside the respective districts of residence or the professional domicile of the designated legal representatives;

j) All expenses and fees related to facts or services that occurred before the Legal Protection Service confirmed the full activation of the coverage provided for in this Policy;

k) Claims caused by the collapse of buildings, parts of buildings, works and other movable things or objects of any kind from properties adjacent to public roads or public access;

l) Claims arising from rescue operations;

m) Unavailability to do repairs;

n) Criminal and administrative offence proceedings.

o) Expenses relating to actions brought by the Insured Party without the Insurance Company's prior agreement, notwithstanding the provisions of paragraph 2.2. of this special condition;

p) Claims arising from events occurring before the entry into force of this Special Condition;

q) Expenses arising from a lawsuit brought or to be brought by the Insured Persons with a view to their compensation for damages incurred, or from the appeal of a decision rendered therein, when:

   a. The Insurance Company considers in advance that it does not have sufficient chances of success;

   b. The Insurance Company considers fair and sufficient the negotiated proposal for out-of-court compensation presented by the responsible third party or its Insurance Company;

c. The Insurance Company becomes aware that the Third Party considered liable is insolvent.

2.2 In the cases provided for in paragraph q), sub-paragraphs a) and b) of the previous point, the Insured Party may still bring or pursue the action or appeal at their own expense and, if they win, shall be reimbursed by the Insurance Company, up to the limits set in the Specific Terms and Conditions, for any expenses legitimately incurred, after the final and unappealable decision has been handed down, to the extent that the arbitration decision or award is more favourable to them than the proposed solution.

3. Procedures in the event of a Claim

a) Any Claim likely to lead to the activation of the coverage of this contract shall be reported to the Insurance Company within a maximum period of eight (8) days from becoming aware of the same, except in demonstrated cases of force majeure.

b) Once the report is received, the Insurance Company shall assess it and shall inform the Insured Party, as soon as possible, in writing and in a justified manner, if it concludes that the event reported is not included in the coverage provided by this Special Condition or that the claim has no chance of success.

c) The Insured Person has the right to associate other consultants or experts with their representation or protection, at their own expense, whenever such association is accepted by the Legal Protection Service.

d) Notwithstanding the provisions of the preceding articles, the Legal Protection Service shall manage all the prior measures, negotiations and procedures before acceptance of the intervention of the Lawyers or Solicitors chosen by the Insured Person, as well as assess the feasibility and inclusion in the coverage of this Policy of the claim submitted.

e) Once the management of the Claim has been accepted, the Legal Protection Service shall carry out, exclusively, the measures it considers necessary and appropriate to the out-of-court composition of the dispute, in order to obtain, with the agreement of the Insured Person, a solution that safeguards the claims legitimately sustained by the same, and shall recommend the use of the courts, in accordance with the terms provided for in this Policy, when it considers the out-of-court settlement of the Claim unfeasible.

f) In any case, the Insured Person is obliged to communicate to the Legal Protection Service the content of all court or arbitration decisions issued, within a maximum period of five (5) days from becoming aware of the same, and always with a minimum notice of five (5) days from the date on which the respective right of appeal is precluded, where applicable. This includes communicating the content of all settlement proposals addressed to the Insured Person prior to or in the course of the court or arbitration proceedings. The Legal Protection Service may oppose the filing of the case or the continuation of the same using this coverage, thus it shall not cover these measures whenever it considers that it is not viable or that the proposal presented is fair and appropriate.

4. Free choice of lawyer

a) The Insured Party is recognised the right of free choice of lawyer with registration in force with the Bar Association or, if they prefer, with another person with the necessary legal qualification to protect or represent them, from the moment they are involved in a court, administrative or arbitration process that is included in the insurance coverage.

b) Before appointing the lawyer, the Insured Party shall inform the Legal Protection Service of the name of the chosen Lawyer or representative.

c) Notwithstanding the provisions of the preceding paragraphs, the Legal Protection Service shall manage all the prior measures, negotiations and procedures before acceptance of the intervention of the Lawyers or Solicitors chosen by the Insured Party, as well as assess the feasibility and inclusion in the coverage of this Policy of the claim submitted.

d) The professionals appointed by the Insured Party shall enjoy all the freedom and autonomy in the technical direction of the dispute, without relying on any instructions from the Legal Protection Service of Company, which shall also not be responsible for their performance or the final result of their acts.

5. Resolution Of Conflicts Between The Parties

a) In the event of a dispute between the Insured Person and the Insurance Company arising from this Special Condition, the Insured Person shall have the right to use the arbitration process to settle this dispute, together with any other alternative means of conflict resolution, in accordance with the legal terms in force at each time.

b) The provisions of the previous paragraph are subject to the right of the Insured Person to file lawsuits or appeals against the Insurance Company's opinion, at the Insured Person's own expense, and be subsequently reimbursed by the Legal Protection Service, within the limits contractually provided for, for the expenses incurred for this purpose, if their claim is recognised by the court in a way that is qualitatively or quantitatively superior to that which led to the dispute with the Legal Protection Service.

Cyber Risks

For the purpose of this Coverage, the following definitions shall apply:

Insured Person: the Insured Party and the family members living with the same. For the purposes of this definition. family members shall refer to: The spouse or life partner, children, stepchildren, adopted children, parents, parents-in-law of the Insured Party who stay with them.

Portal: Cyber Protection Portal, managed by an external provider, in which the Insured Person can enter information and enjoy various computer security features of data protection and monitoring of information on the internet and dark web.

Protection against Cyber Risks:

1. What is Covered

As a result of a Claim, and up to the Capital Limits set in the Specific Terms and Conditions of the Policy, the Insurance Company shall provide the following types of coverage to the Insured Person:

1.1 Psychological telephone support

At the request of the Insured Person, and following an identity theft, or if the Insured Person has suffered an attack on their online reputation, the Insurance Company's team of psychologists shall provide psychological guidance, by telephone, to the Insured Person, under conditions that are compatible with the rules of the profession.

The guidelines issued are based on the information provided by the Insured Person, and the Insurance Company is not responsible for interpretations of these responses.

The counselling provided by telephone implies, solely and exclusively, the personal responsibility arising from this type of intervention, within the conditions in which it is carried out.

This counselling does not replace the use of emergency hospital services, neither does it constitute a medical consultation.

This coverage can be requested between 9am and 7pm on working days.

1.2 Telephone support

Following usurpation or fraudulent use of identity, the Insurance Company shall provide the information necessary to obtain new Documents, cancellation of payment methods and change of passwords.

1.3 Protection of online shopping

a) At the request of the Insured Person, and whenever goods have been purchased online using the Credit Card of the same, and provided that the unit cost of the purchase is more than 30, the Insurance Company shall replace or pay the cost of the goods purchased, in the event that:

- They do not correspond to that originally ordered by the Insured Person, and it is not possible to exchange them with the seller;
- They are delivered to the Insured Person with a defect that causes malfunctions, or are broken or incomplete.

b) The Insurance Company shall also bear:

- Cost of return: where the seller accepts the return, returns or refunds the value of the purchased item;
- Cost of return and refund of purchased goods: where the seller does not refund the same.

c) The Insured Person may activate this coverage within 30 days of receipt of the purchased item, or 90 days after non-delivery of the purchased item, presenting for this purpose:

- A tax invoice, or other supporting documents proving the purchase of the same;
- A document proving order tracking;
- A document proving the complaint made to the seller and their response;

- The report to the competent authorities.

1.4 Illegal use of mobile phone

a) Following Theft of the mobile phone owned by the Insured Person, the Insurance Company shall reimburse, within the Capital Limits set in the Policy, the costs caused by fraudulent use.

b) This coverage may be activated under the following conditions:

- The mobile phone has been purchased by the Insured Person for their private use;
- The holder of the credit card used to purchase the mobile phone, is the holder of the contract with the mobile network operator.

c) O processamento do reembolso será efetuado, após participação às autoridades competentes e mediante fatura detalhada, e meio de pagamento utilizado.

1.5 Digital cleaning

a) Following usurpation or fraudulent use of identity and at the request of the Insured Person, the Insurance Company shall remove, to the extent technologically possible and feasible, the data contained in accounts related to social networks, Microsoft and Google, up to the limit set in this Policy.

b) To activate this coverage, the Insured Person must report it to the competent authorities and send it to the Insurance Company.

c) This excludes the removal of corporate data.

1.6 Cyber Protection Portal

a) If, following the monitoring of cyberspace by the platform, the use of certain information provided by the Insured Person on the Portal is detected, the Insurance Company, through an external provider, shall arrange the creation of alerts on the Portal, providing necessary and additional information for the management of these alerts and the Portal.

b) The performance of this provision shall depend on the registration by the Insured Person on the Portal and the entry, by the same, of the information referred to above on the Portal.

1.7 Telephonic technological assistance at home

At the request of the Insured Person, the Insurance Company shall provide

technological guidance on smart home and related devices.

2. What is Not Covered

In addition to the exclusions described in the General Terms and Conditions, the charges or benefits related to the following are equally excluded:

a) Events not reported to the Assistance Service at the immediate time they occurred, except in cases of force majeure or demonstrated material impossibility;

b) Damage intentionally caused by the Insured Person;

c) Damage arising from the failure to deliver purchased goods, due to a carrier or post office strike;

d) Damage arising from delivery delays;

e) Wear and tear due to use, deterioration, corrosion or neglect;

f) Damage covered by the supplier's warranty;

g) Damage caused by non-compliant use of the technical conditions reported in the manual for the purchased goods;

h) Assets with no proof via a tax invoice or purchase declaration in the name of the Insured Person, or by means of a credit card invoice with the description of the damaged property and value in the name of the Insured Person;

i) Any motor vehicle, including cars, vessels, motor boats, aircraft, motorcycles and the like, as well as any equipment and/or parts and/or components and/or accessories necessary for its operation and/or maintenance;

j) Drinks, tobacco, fuel, edibles, perfumes, medicines and the like;

k) Third-party assets;

l) Medical, pharmaceutical, physiotherapeutic, orthodontic, optical or health-related equipment and/or products.

For the purpose of this coverage, the following definitions shall apply:

a) **Damage**: Offence that affects the property or assets legally protected by the Insured Party.

b) **Dispute**: Conflict between the Insured Party and Third Parties, arising from a Claim covered by this Policy, subject to negotiation, judicial, arbitration or administrative resolution.

c) **Claim** – Any unforeseen event caused by a third party that leads to a certain damage in the legal sphere of the Insured Party. The event or series of events resulting from the same cause are considered to be a single Claim.

d) **Third party** – a legal entity, natural or legal, different from the Insurance Company, Policyholder and Insured Persons, which is the plaintiff or the defendant, as the case may be, of a Claim covered by this Policy.

1. What is Covered

The Insurance Company covers the provision to the Insured Party of the payment of the expenses indicated below, which the same incurs, through active participation in court and arbitration proceedings directly related to the Insured Party, with the limits, terms and conditions established in the Special Terms and Conditions and Capital Limits of this Policy:

1.1 In accordance with the guarantees of this coverage, the Insurance Company shall bear the payment of the following expenses, up to the Capital Limits set in the Policy:

a) Fees for Lawyer(s) and Solicitor(s) with valid registration in force with their respective professional body, when their interventions are required or necessary;

b) Should the lawsuit be successful, the amount of the costs and respective prosecution must be reimbursed to the Insurance Company, whenever the latter has advanced the payment of the same.

c) Notwithstanding the Capital Limits set in the Policy, the lawyers fees to be borne by the Insurance Company under this coverage, are subject to compliance with the legal and regulatory standards established in this regard by the respective professional bodies, and the differences arising from their interpretation shall be referred to the competent authority of the respective body.

d) If, by appointment of the Insurance Company, there is intervention in the Claim of more than one lawyer, the Insurance Company, shall only be obliged to pay the fees of one of them, within the Capital Limits set in the Policy, having as a criterion the extent of the protection of the interests of the Insured Person assured or to be assured for each of them.

e) Notwithstanding other exclusions provided for in the Policy, the following are expressly excluded from the scope of this coverage:

I. the travel expenses of a lawyer chosen by the Insured Person;

II. fees for the intervention of consultants or experts that the Insured Person wishes to associate with their protection.

1.2 This coverage extends to:

1.2.1 Reimbursement of expenses for a lawsuit for usurpation/fraudulent use of identity

a) If, as a result of a situation of online identity theft, a lawsuit is brought by the Insured Party for fraudulent use of identity or other fact, provided for in criminal or administrative law, on which it is based, and has its foundations on the usurpation of identity, the Insurance Company shall cover the reimbursement, up to the Capital Limits set in the Specific Terms and Conditions of the Policy, of the legal expenses and those expenses directly arising from its legal representation and representation in court.

b) In the event of civil action brought by the Insured Party for compensation to damage to property and/or personal injury based on the usurpation of identity against a third party that has been incurred due to such conduct, the Insurance Company shall cover the reimbursement, up to the Capital Limits set in the Policy, of legal expenses and those expenses directly resulting from their legal representation and representation in court.

c) Any actions or damages arising from the loss, Theft or Robbery of any identification or travel document are excluded from this coverage.

d) Any refunds in the event of negligent behaviour by the Insured Person are also excluded.

1.2.2 Reimbursement of expenses by lawsuit for fraudulent use of payment methods

a) In the event that a lawsuit is filed by the Insured Party for fraudulent use of online payment methods or that is based thereon, the Insurance Company shall cover the reimbursement, up to the Capital Limits set in the Policy, of legal expenses and those directly resulting from their legal representation and representation in court. This coverage includes civil action for damage to property and/or personal injury against a third party who has intentionally made fraudulent use of payment methods.

b) This coverage excludes any actions or damages arising from the loss, theft or robbery of any physical payment method, such as, but not limited to, a credit card, debit card or mobile phone.

c) Any refunds in the event of negligent behaviour by the Insured Party are also excluded.

1.2.3 Reimbursement of expenses for lawsuit for online reputation attack

a) If, as a result of a situation of online reputation attack, a lawsuit is brought by the Insured Party that is based on the online reputation attack, the Insurance Company guarantees the refund, up to the Capital Limits set in the Policy, of legal expenses and those expenses directly resulting from their legal representation and representation in court.

b) In a civil action for compensation of damages to property and/or personal injury based on an online reputation attack by the Insured Party against a third party that has been incurred due to such conduct, the Insurance Company shall cover the refund, up to the Capital Limits set in the Policy, of legal expenses and those expenses directly resulting from their legal representation and representation in court.

2. What is Not Covered

Notwithstanding the exclusions provided for in the General Terms and Conditions and other conditions arising from these Special Terms and Conditions, the charges or benefits related to the following are equally excluded:

a) Services not explicitly provided for in the coverage described above;

b) Processes in which the Insured Party does not participate as an active party or is not the injured party;

c) Claims involving disputes between the Policyholder, the Insured Persons

and/or the Insurance Company, among themselves, notwithstanding the provisions of these General Terms and Conditions regarding the Resolution of Conflicts between the Parties;

d) Compensation, fines or penalties which the Insured Party is ordered to pay;

e) Expenses arising from an accumulation or counterclaim, when they are matters not included in the coverage provided.

f) Claims involving disputes between the Insured Persons and/or between the Insured Persons and their family members, including ascendants and descendants, up to the 1st degree, adoptees, stepchildren, relatives and collaterals up to the 3rd degree, as well as persons who stay with them and/or are under their responsibility;

g) Amounts relating to taxes, fees, fines, penalties and their interest due by the Policyholder, Insured Persons and/or their legal representatives by virtue of processes or procedures covered by this Policy;

h) Travel and accommodation expenses of the Insured Party and their legal representatives in the context of proceedings or procedures taking place outside the respective districts of residence or the professional domicile of the designated legal representatives;

i) All expenses and fees related to facts or services that occurred before the Insurance Company confirmed the full activation of the coverage provided for in this Policy;

j) Administrative offence proceedings.

k) Expenses related to actions brought by the Insured Party without the Insurance Company's prior agreement, notwithstanding the provisions of paragraph 2 of this Article;

l) Claims arising from events occurring before the entry into force of this Special Condition;

m) Expenses arising from a lawsuit brought or to be brought by the Insured Persons with a view to their compensation for damages incurred, or from

the appeal of a decision rendered therein, when the Insurance Company becomes aware that the Third Party considered liable is insolvent.

3. Procedures in the event of a Claim

3.1 Any Claim likely to lead to the activation of the coverage of this contract shall be reported to the Insurance Company within a maximum period of eight (8) days from becoming aware of the same, except in demonstrated cases of force majeure.

3.2 Once the report is received, the Insurance Company shall assess it and shall inform the Insured Party, as soon as possible, in writing and in a justified manner, if it concludes that the event reported is not included in the coverage provided by this Special Condition.

3.3 The Insured Party has the right to associate other consultants or experts with their representation or protection, at their own expense, whenever such association is accepted by the Legal Protection Service.

3.4 In any case, the Insured Party is obliged to communicate to the Legal Protection Service the content of all court or arbitration decisions issued, within a maximum period of five (5) days from becoming aware of the same, and always with a minimum notice of five (5) days from the date on which the respective right of appeal is precluded, where applicable. This includes communicating the content of all settlement proposals addressed to the Insured Party prior to or in the course of the court or arbitration proceedings. The Legal Protection Service may oppose the filing of the case or the continuation of the same using this coverage, thus it shall not cover these measures whenever it considers that it is not viable or that the proposal presented is fair and appropriate.

4. Free Choice of Lawyer

a) The Insured Party is recognised the right of free choice of lawyer with registration in force with the Bar Association or, if they prefer, with another person with the necessary legal qualification to protect or represent them, from the moment they are involved in a court, administrative or arbitration process that is included in the insurance coverage.

b) Before appointing the lawyer, the Insured Party shall inform the Legal Protection Service of the name of the chosen Lawyer or representative.

5. Resolution of Conflicts Between the Parties

a) In the event of a dispute between the Insured Party and the Insurance Company, arising from the Legal Protection coverage, the Insured Person shall have the right to use the arbitration process to settle this dispute, in accordance with the legal terms in force at each time.

b) The provisions of the previous paragraph are subject to the right of the Insured Party to file lawsuits or appeals against the Insurance Company's opinion, at the Insured Party's own expense, and subsequently reimbursed by the Insurance Company, up to the capital limits set in the Policy of the expenses incurred for this purpose, if their claim is recognised by the court in a way that is qualitatively or quantitatively superior to that which led to the dispute with the Insurance Company.

c) The Insured Party shall be informed in a timely manner by the Insurance Company, whenever a conflict of interest arises or there is disagreement as to the resolution of the dispute, of the rights referred to in paragraph 4 and sub-paragraph 5b) of this coverage.

Home Green

1. What is Covered

As a result of a Claim, and up to the Capital Limits set in the Specific Terms and Conditions of the Policy, the Insurance Company, through the Assistance Service, shall provide the following types of coverage to the Policyholder:

1.1. Green maintenance service:

1.1.1. Dispatch of technician to repair a bathroom:

Following a Claim for the bathroom at the risk location, and at the request of the Insured Person, the Assistance Service shall organise and cover, up to the Capital Limits set in the Policy, the dispatch of qualified professionals to repair:

a) Infiltrations / leaks around the perimeter of the bath or shower;

b) Shower and bath valves;

c) Sanitary ware.

The cost of the necessary material shall be borne by the Insured Person.

1.1.2. Dispatch of technician to repair a kitchen

Following a Claim for the kitchen at the Domicile, and at the request of the Insured Person, the Assistance Service shall organise and pay for the dispatch of the following, up to the Capital Limits set in the Policy:

a) Plumber to manually unblock the sink, adjust valves;

b) White goods technician to replace the rubber on the refrigerator door and clean the cooling fans;

c) Electrician to replace light bulbs.

The cost of the necessary material shall be borne by the Insured Person.

1.2. Green quotation service

1.2.1. Dispatch of technician for air conditioning

Following a Claim at the Domicile, and at the request of the Insured Person, the Assistance Service shall organise and pay for the dispatch of the following, up to the Capital Limits set in the Policy:

a) Qualified professionals to repair or clean radiators/air conditioning units;

b) Qualified door and window sealing and fitting professionals.

The cost of the necessary material shall be borne by the Insured Person.

1.3. Green Energy

1.3.1. Energy Counselling

At the request of the Insured Person, the Assistance Service shall organise and support, up to the Capital Limits set in the Policy, a video call session with qualified professionals for energy counselling, focusing on the following points:

- Heating and cooling of spaces

- Ventilation
- Domestic hot water
- Lighting
- Analysis of energy bill
- Assistance with applications for energy support
- Solar panels

This guarantee may be requested, by appointment, at least 8 days in advance, on working days, and shall last approximately 30 minutes.

1.3.2. Energy Certification

At the request of the Insured Person, the Assistance Service shall organise and pay for an in-person session with qualified professionals for an energy assessment for the purpose of energy certification, up to the Capital Limits set in the Policy, in the event of the sale or rental of the Domicile.

1.3.3. Green Line Counselling Service

The Assistance Service shall organise and support, up to the Capital Limits set in the Policy, an online session with qualified professionals to advise the Insured Person on methods to be adopted at the Domicile to make it more sustainable, eco-friendly and economical.

This counselling service shall last approximately 30 minutes.

OPTIONAL MODULES

Pets

1. Definitions:

Pursuant to the provisions of this Coverage, and unless expressly indicated to the contrary, the following definitions shall apply:

a) **Accident:** An event due to a sudden, external, fortuitous and unforeseen cause, which produces bodily injuries in the Insured Animal, which can be clinically and objectively proven, or death.

b) **Insured Animal:** the dog or cat registered in the name of the Policyholder or member of the household that stays with the same in the Insured Property and is over the legal age of majority, with valid registration and licences under the legal terms, identified in the Specific Terms and Conditions of the Policy.

c) **Deductible**: The portion of the amount of medical expenses that is borne by the Policyholder.

d) **Disease:** Sudden, involuntary and unpredictable change in the health condition of the Insured Animal, which is not caused by an Accident, and with a diagnosis that is made and certified by a doctor who is legally entitled to practise the profession.

e) **Domicile:** The residence in mainland Portugal of the Policyholder where the Insured Animal, identified in the Policy, also lives.

f) **Eligibility:** Those eligible as Insured Animals are those who at the date of taking on the Policy are under the age of 7 years.

g) **Capital Limits:** these are the maximum amounts defined in the Specific Terms and Conditions, applicable to Claims covered by the Policy.

h) **Grace period:** Period defined in the Policy, which runs between the date of inclusion of the animal in the Policy and the date of entry into force of the coverage.

i) **Pre-existence**: Any Disease or injury of the Insured Animal that the Policyholder could not ignore, or of which they should have been aware from the evidence of the symptoms, or about which they have received a legal or medical warning, or for which treatments have been carried out on the Insured Animal before the date of entry into force of this coverage.

j) **Insured Person:** The owner of the Insured Animal whose name appears in the registration of the same and on behalf of whom the coverage of this Policy shall be provided.

k) **Agreed Network:** the group of animal healthcare providers, which are part of the network and with which there is an agreement for the provision of services to insured animals, and their access is subject to the criteria for use defined by the Insurance Company, including authorisation for acts and procedures under the terms of the Policy.

2. Entry into Force of Coverage

The entry into force of this coverage shall only occur, for each Insured Animal, after a grace period of 90 days, effective from its inclusion in the Policy.

3. Expiry

This coverage shall cease to be effective upon expiry in the following cases:

a) Change of the Domicile of the Policyholder outside Portugal;
b) Change of ownership of the Insured Animal;
c) Immediately after the date on which the Insured Animal reaches the age of 10 years, if the Policy has been taken out when the animal is at least 3 years old.
The expiry of the coverage due to the age of the Insured Animal does not apply when the animal is less than 3 years old at the date of subscription.
d) Death of the Insured Animal.

4. Territorial scope

This coverage is only valid in Portugal.

5. Material Impossibility

5.3 This Coverage does not extend to the costs or reimbursement of expenses incurred by the Insured Person, with assistance services that have not been previously requested from the Insurance Company, or that have been performed without its prior agreement, except in cases of force majeure or demonstrated material impossibility.

5.3 If it is not possible for the Insurance Company to arrange the benefits due within the defined territorial scope, the Insurance Company shall reimburse the Policyholder/Insured Person for the expenses incurred, within the limits defined by this Policy and the guarantees that are applicable.

5.3 The processing of any reimbursement by the Insurance Company is subject to the presentation by the Policyholder/Insured Person of the original documentation proving the expenses incurred.

Animal Health Protection

1. What is Covered

During the period of this coverage in the Policy and up to the Capital Limits established in the Specific Terms and Conditions, the Insurance Company covers the Insured Person for assistance to the Insured Animal, in accordance with the following coverage provided by the Insurance Company:

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1.1. Access to the agreed healthcare network

The Insurance Company shall provide the Policyholder with access to an agreed animal healthcare network covering the following benefits:

1.1.1. Access to the agreed healthcare network:

a) Appointments;

b) Vaccines;

c) Auxiliary diagnostic tests;

d) Hospitalisations;

e) Surgeries (including sterilisations))

1.1.2. Animal Welfare Services:

a) Food;

b) Baths;

c) Grooming;

d) Hotel;

e) Pet-sitting;

f) Training;

g) Other.

In order for the Insured Person to enjoy the advantages of access to this network, they must use the services agreed upon with the providers that are part of the agreed network.

In order to have access to the services provided by the agreed network, the Insured Person must directly contact the provider that they intend to use.

The Insurance Company shall provide the Insured Person with access to a platform for scheduling services in this agreed animal healthcare network.

1.2 Hospitalisation as a result of Disease and/or Accident:

Following the admission of the Insured Animal to hospital for Disease and/or Accident, the Insurance Company shall bear the respective expenses incurred, up to the Capital Limits set in the Policy, relating to:

a) Daily Hospital Rate for the Insured Animal;

b) Medical and nursing fees;

c) Auxiliary diagnostic tests, medications and treatments.

1.3 Outpatient consultation as a result of Disease or Accident

Following an Accident or Disease of the Insured Animal, the Insurance Company shall bear the respective outpatient expenses, up to the Capital Limits set in the Policy, provided that they are prescribed by a veterinarian, relating to:

a) Medical and nursing fees;

b) Outpatient treatments;

c) Auxiliary diagnostic tests, medications and treatments.

In the event of a Claim affecting the coverage identified above, the Policyholder and/or the Insured Person shall:

a) Deliver to the Insurance Company, together with the report of the Claim:

I. A veterinary report drawn up in accordance with a form provided by the Insurance Company;

II. Document(s) showing proof of expenditure duly certified by the service provider, containing the identification of the Policyholder and the insured animal and a detailed breakdown of the services provided;

b) Authorise the veterinarian to provide all information requested by the Insurance Company.

1.4 Dispatch of a Vet to the Domicile

Following an Accident or Disease of the Insured Animal, at the request of the Insured Person, the Insurance Company shall organise and bear, up to the Capital Limits set in the Specific Terms and Conditions, the cost of dispatching a veterinarian to the Domicile for consultation and advice on the guidelines to be followed.

The costs of any treatments and medications shall be borne by the Insured Person.

1.5 Assistance to the Insured Animal

1.5.1. Bathing and Grooming at the Domicile

At the request of the Insured Person, the Insurance Company shall organise and bear, up to the Capital Limits set in the Specific Terms and Conditions, the costs of the bathing and grooming service at the Domicile.

This service must be requested two working days in advance.

1.5.2. Delivery of Feed to the Domicile

At the request of the Insured Person, the Insurance Company shall be responsible for sending feed to the Domicile, and the transportation and the cost of the feed shall be borne by the Insured Person.

This service is limited to the stock of existing feed at the distributors and their opening hours.

1.5.3. Funeral Service

In the event of death of the Insured Animal, and upon communication up to 48 hours after the death of the same, the Insurance Company shall organise and bear, up to the Capital Limits set in the Specific Terms and Conditions, the costs of the funeral service.

1.5.4. Euthanasia with cremation

In the event of Disease or Accident of the Insured Animal in which, upon the express authorisation of a veterinarian, the euthanasia of the Insured Animal is recommended, the Insurance Company shall bear, up to the Capital Limits set in the Specific Terms and Conditions, the costs of euthanasia and cremation

1.5.5. Theft, Robbery or Disappearance of the Insured Animal

In the event of theft, robbery or disappearance of the Insured Animal, and 72h after the occurrence, the Insurance Company, shall organise and bear, up to the Capital Limits set in the Policy, the costs of publishing adverts, with the aim of rapidly locating the animal.

In order to benefit from this coverage, the Insured Person must report the occurrence to the authorities within 24 hours immediately thereafter, and send a copy of the same to the Insurance Company.

1.5.6. Safekeeping or Stay of the Insured Animal in the event of hospitalisation of the Insured Person

In the event of hospitalisation of the Insured Person, leaving the Domicile uninhabited, the Insurance Company shall bear, up to the Capital Limits set in the Policy, the costs of safekeeping of the Insured Animal in an appropriate establishment.

The Insurance Company's responsibility does not extend to covering food, hygiene or other expenses.

1.5.7. 24-hour emergency veterinary information service

Following an Accident or Disease of which the Insured Animal is a victim, the Insurance Company shall provide information on clinics, hospitals or veterinarians, belonging to an agreed network, who can assist.

1.5.8. Information on hotels

At the request of the Insured Person, the Insurance Company shall provide information on hotel addresses and telephone numbers for the Insured Animal in Portugal.

1.5.9. Information on vaccines

At the request of the Insured Person, the Insurance Company shall provide information on the vaccination plan.

1.5.10. Veterinary medical advice

In the event of an Accident or Disease, at the request of the Insured Person, the Insurance Company's team of veterinarians shall provide medical advice by telephone to the Insured Person, under conditions that are compatible with the rules of the profession.

The guidelines issued are based on the information provided by the Insured Person, and the Insurance Company is not responsible for interpretations of these responses.

The counselling provided by telephone implies, solely and exclusively, the personal responsibility arising from this type of intervention, within the conditions in which it is carried out.

This counselling does not replace the use of emergency hospital services, neither does it constitute a veterinary medical consultation.

This coverage can be requested between 9am and 7pm on working days.

The Insured Person shall bear the cost of this coverage.

2. What is Not Covered

2.1 In addition to the exclusions described in the General Terms and Conditions, the charges or benefits related to the following are equally excluded:

a) Claims arising from betting, training and dog fighting;

b) Claims and their consequences arising from the wrongful act of the Policyholder and/or persons who live with the same;

c) Damage caused or suffered by the Insured Animal as a result of acts carried out by the Policyholder/Insured Person under the influence of alcohol (according to the parameters used in driving), intake of drugs, narcotics or the like;

d) Lesions, chronic or pre-existing Diseases, psychiatric disorders and relapses of previously diagnosed diseases;

e) Accidents occurring during or as a result of the practice of high-risk professional activities, in particular, the transport of unduly conditioned animals or the practice of "extreme" sports, or hunting;

f) Diseases resulting from failure to comply with officially established vaccination programmes, including, but not limited to, distemper, rabies, hepatitis, leptospirosis, parvovirus, runny nose, feline leukaemia and feline panleukopenia.

g) The transport of animals in vehicles not suitable for this purpose and caused to animal transport vehicles;

h) Failure to comply with recommended hygiene, prophylactic and therapeutic measures in the event of infectious or parasitic diseases;

i) Treatment of pre-existing diseases or injuries;

j) **Dislocations of the patella in the following breeds: Poodle; Lhasa-Apso; Chihuahua; Pekingese; German Spitz; Basset Hound; Dachschund; Yorkshire.**

k) **Cosmetic or plastic surgery;**

l) **Surgeries as a result of the use of the Insured Animal in sports competitions, scientific experiments or circus performances;**

m) **Treatment of congenital diseases, deformities or abnormalities (present at birth, as a result of hereditary factors or conditions verified during pregnancy until the moment of birth, which may be evident or recognised immediately after birth or be discovered later at any time in the life of the Insured Animal);**

n) **Placement of dental and ocular prostheses;**

o) **Sterilisation, castration, ovariohysterectomy, ovariectomy, infertility treatments and/or tests;**

p) **Costs of caesarean sections;**

q) **Detartarisation and tooth extraction;**

r) **Hip and elbow dysplasia;**

s) **Consultations, treatments or medications in areas not recognised by the Veterinary Association, such as alternative or natural medicines;**

t) **Diseases of the psychiatric field;**

u) **Experimental treatments or those requiring medical proof;**

v) **Implants, prostheses and orthoses of any class or other veterinary medical treatment and corrective items, which are not surgically essential;**

w) **Medications or treatments for cosmetic or hygiene purposes, bathing or grooming, even if prescribed by a veterinarian;**

x) **Medications for the treatment of obesity, vitamins, minerals, stimulants and appetite suppressants;**

y) **Deworming, vaccination and rapid testing;**

z) Dietary and food products;

aa) Haemodialysis treatments, physical medicine and/or rehabilitation treatments;

bb) Auxiliary Diagnostic Tests of the Allergy Forum;

cc) Pharmaceuticals and Dermatological Products.

3. Procedures In the Event of a Claim

3.1 In the event of a Claim, notwithstanding the obligations specifically provided for in the applicable Special Terms and Conditions, it is an indispensable condition for the operation of the coverage for Assistance to the Insured Animal that the Policyholder and/or Insured Person:

a) Immediately contact the Insurance Company, describing the occurrence and providing all information necessary for the execution of the coverage in question, explaining the circumstances of the Claim, the possible causes and their consequences;

b) Follow the Insurance Company's instructions and take the necessary and possible measures to prevent the aggravation of the consequences of the Claim;

c) Obtain the Insurance Company's agreement before assuming any cost or expense;

d) Fulfil, at any time, the requests for information and documentation made by the Insurance Company, promptly forwarding all the information necessary for the progress of the process, or authorise the veterinarian to provide all information requested by the Insurance Company;

e) Collect and provide the Insurance Company with the relevant information for the activation of third-party liability, when applicable.

3.1.1 Failure to comply with the obligations laid down in the preceding paragraphs shall give rise to a reduction in the Insurance Company's payment provided in view of the damage caused due to failure to comply with the obligations laid down in this paragraph.

3.1.2 Intentional failure to comply, or defective performance, of the duties stipulated in this Article, which have led to a damage or loss to the Insurance Company, shall give rise to loss of coverage.

3.1.3 The Insured Person shall bear the burden of proof of the truthfulness of the Claim filed, and the Insurance Company may require all appropriate means of proof at its disposal.

Legal Protection

For the purpose of this coverage, the following definitions shall apply:

a) **Damage**: Offence caused by the Insured Animal and attributable to the Insured Person that affects the physical integrity and/or property of Third Parties.

b) **Dispute**: Conflict between the Policyholder and Third Parties, arising from a Claim covered by this Legal Protection Policy, subject to negotiation, court, arbitration or administrative resolution.

c) **Claim** – Any unforeseen event caused by a third party that leads to a certain damage in the legal sphere of Third Parties. The event or series of events resulting from the same cause are considered to be a single Claim.

d) **Third party** – a legal entity, natural or legal, apart from the Insurance Company, Policyholder and Insured Persons, which is the injured party or presents a request for compensation within the scope of a Claim covered by this Policy.

1. What is Covered

The Insurance Company covers the payment of the expenses indicated below to the Insured Person, which the same incurs due to being sued in court and arbitration proceedings directly related to damages caused by the Insured Animal to Third Parties, when the Claim exceeds the value of the capital of civil liability agreed in this Policy, and provided that the Insurance Company is not entitled to the right of redress over the Insured Person, with the limits, terms and conditions established in the Special Terms and Conditions and Capital Limits of this Policy:

1.1. In accordance with the guarantees of this coverage, the Insurance Company shall bear the payment of the following expenses, up to the Capital Limits set in the Policy:

a) Fees for Lawyer(s) and Solicitor(s) with valid registration in force with their respective professional body, when their interventions are required or necessary;

b) Legal expenses, court fees and other non-punitive expenses arising from intervention in court or arbitration proceedings.

c) Fees for court-appointed experts.

d) Should the lawsuit be successful, the amount of the costs and respective prosecution must be reimbursed to the Insurance Company, whenever the latter has advanced the payment of the same.

e) Notwithstanding the Capital Limits set in the Policy, the lawyers fees to be borne by the Insurance Company under this coverage, are subject to compliance with the legal and regulatory standards established in this regard by the respective professional bodies, and the differences arising from their interpretation shall be referred to the competent authority of the respective body.

f) If, by appointment of the Insurance Company, there is intervention in the Claim of more than one lawyer, the Insurance Company, shall only be obliged to pay the fees of one of them, within the Capital Limits set in the Policy, having as a criterion the extent of the protection of the interests of the Insured Person assured or to be assured for each of them.

g) Notwithstanding other exclusions provided for in the Policy, the following are expressly excluded from the scope of this coverage:

I. the travel expenses of a lawyer chosen by the Insured Person;

II. fees for the intervention of consultants or experts that the Insured Person wishes to associate with their protection.

1.2 This coverage extends to:

1.2.1 Protection in a civil case arising from damage caused by the Insured Animal

The Insurance Company undertakes, up to the Capital Limit established in the Specific Terms and Conditions, to cover the expenses directly resulting from the legal sponsorship of the Policyholder and their representation in court, which the same incurs as a result of their passive intervention in court or arbitration proceedings arising from facts attributable to the Insured Animal and aimed at compensating for certain Damage to Third Parties, and to provide the legal protection services derived from this coverage.

1.2.2 Legal support in the event of theft or abuse

Following the theft or abuse of the Insured Animal and the identification of the actual perpetrator or perpetrators, and at the request of the Insured Person, the Insurance Company shall provide support on the necessary procedures for reporting to the authorities, up to the Capital Limits set in the Specific Terms and Conditions.

2. What is Not Covered

Notwithstanding the exclusions provided for in the General Terms and Conditions and other Conditions arising from these Special Terms and Conditions, the charges or benefits related to the following are equally excluded from this coverage:

a) Services not explicitly provided for in the coverage described above;
b) Cases in which the Insured Person is the injured party or does not participate as a defendant;
c) Disputes not arising directly from actions taken by the Insured Animal, or when they cannot be attributed to the Insured Animal;
d) Criminal and administrative proceedings;
e) Claims involving disputes between the Policyholder, the Insured Persons and/or the Insurance Company, among themselves, notwithstanding the provisions of these General Terms and Conditions regarding the Resolution of Conflicts between the Parties;
f) Compensation, fines or penalties which the Insured Party is ordered to pay;
g) Expenses arising from an accumulation or counterclaim, when they are matters not included in the coverage provided.
h) Claims involving disputes between the Insured Persons and/or between the Insured Persons and their family members, including ascendants and descendants, up to the 1st degree, adoptees, stepchildren, relatives and collaterals up to the 3rd degree, as well as persons who stay with them and/or are under their responsibility;
i) Amounts relating to taxes, fees, fines, penalties and their interest due by the Policyholder, Insured Persons and/or their legal representatives by virtue of processes or procedures covered by this Policy;

j) Travel and accommodation expenses of the Insured Person and their legal representatives in the context of proceedings or procedures taking place outside the respective districts of residence or the professional domicile of the designated legal representatives;

k) All expenses and fees related to facts or services that occurred before the Insurance Company confirmed the full activation of the coverage provided for in this Policy;

l) Expenses relating to actions brought by the Insured Person without the Insurance Company's prior agreement, notwithstanding the provisions of paragraph 2 of this Article;

m) Claims arising from events occurring before the entry into force of this Special Condition;

n) Expenses arising from a lawsuit brought or to be brought by the Insured Persons with a view to their compensation for damages incurred, or from the appeal of a decision rendered therein, when:

I. The Insurance Company considers in advance that it does not have sufficient chances of success;

II. The Insurance Company considers fair and sufficient the negotiated proposal for out-of-court compensation presented by the responsible third party or its Insurance Company;

III. The Insurance Company becomes aware that the Third Party considered liable is insolvent.

3. Procedures In the Event of a Claim

3.1 Any Claim likely to lead to the activation of the coverage of this contract shall be reported to the Insurance Company within a maximum period of eight (8) days from becoming aware of the same, except in demonstrated cases of force majeure.

3.2 Once the report is received, the Insurance Company shall assess it and shall inform the **Policyholder and the Insured Party**, as soon as possible, in writing and in a justified manner, if it concludes that the event reported is not included in the coverage provided by this Special Condition.

3.3 The Insured Person has the right to associate other consultants or experts with

their representation or protection, at their own expense, whenever such association is accepted by the Insurance Company.

3.4 Notwithstanding the provisions of the preceding articles, the Insurance Company shall manage all the prior measures, negotiations and procedures before acceptance of the intervention of the Lawyers or Solicitors chosen by the Insured Person, as well as assess the feasibility and inclusion in the coverage of this Policy of the claim submitted.

3.5 Once the management of the Claim has been accepted, the Insurance Company shall carry out, exclusively, the measures it considers necessary and appropriate to the out-of-court composition of the dispute, in order to obtain, with the agreement of the Insured Person, a solution that safeguards the claims legitimately sustained by the same, and shall recommend the use of the courts, in accordance with the terms provided for in this Policy, when it considers the out-of-court settlement of the Claim unfeasible.

3.6 In any case, the Insured Person is obliged to communicate to the Insurance Company the content of all court or arbitration decisions issued, within a maximum period of five (5) days from becoming aware of the same, and always with a minimum notice of five (5) days from the date on which the respective right of appeal is precluded, where applicable. This includes communicating the content of all settlement proposals addressed to the Insured Person prior to or in the course of the court or arbitration proceedings. The Insurance Company may oppose the filing of the case or the continuation of the same using this coverage, thus it shall not cover these measures whenever it considers that it is not viable or that the proposal presented is fair and appropriate.

4. Free Choice of Lawyer

a) The Insured Person is recognised the right of free choice of lawyer with registration in force with the Bar Association or, if they prefer, with another person with the necessary legal qualification to protect or represent them, from the moment they are involved in a court, administrative or arbitration process that is included in the insurance coverage.

b) Before appointing the lawyer, the Insured Person shall communicate to the Insurance Company the name of the chosen Lawyer or representative.

c) Notwithstanding the provisions of the preceding paragraphs, the

Insurance Company shall manage all the prior measures, negotiations and procedures before acceptance of the intervention of the lawyers or representatives chosen by the Insured Person, as well as assess the feasibility and inclusion in the coverage of this Policy of the claim submitted.

d) The professionals appointed by the Insured Person shall enjoy all the freedom and autonomy in the technical direction of the dispute, without relying on any instructions from the Insurance Company, which shall also not be responsible for their performance or the final result of their acts.

5. Resolution of Conflicts Between the Parties

a) In the event of a dispute between the Insured Person and the Insurance Company, arising from the Legal Protection coverage, the Insured Person shall have the right to use the arbitration process to settle this dispute, in accordance with the legal terms in force at each time.

b) The provisions of the previous paragraph are subject to the right of the Insured Person to file lawsuits or appeals against the Insurance Company's opinion, at the Insured Person's own expense, and subsequently reimbursed by the Insurance Company, up to the capital limits set in the Policy of the expenses incurred for this purpose, if their claim is recognised by the court in a way that is qualitatively or quantitatively superior to that which led to the dispute with the Insurance Company.

c) The Insured Person shall be informed in a timely manner by the Insurance Company, whenever a conflict of interest arises or there is disagreement as to the resolution of the dispute, of the rights referred to in paragraph 4 and sub-paragraph 5b) of this coverage.

Electronic Equipment

1. Definitions:

Pursuant to the provisions of this Coverage, and unless expressly indicated to the contrary, the following definitions shall apply:

a) **Breakdown:** A mechanical, internal, sudden and unpredictable, or electronic defect that results in actual and effective breakage, cessation of operation or fire of a part, causing equipment failure by not allowing it to operate as specified by the manufacturer and after the expiry of the legal warranty;
b) **Accidental Damage**: External, sudden and unpredictable event, in particular, a fall that causes total or partial externally visible destruction or deterioration, and prevents the proper functioning of the Insured Equipment;
c) **Water Damage**: External, sudden and unpredictable event, which results in the exposure of the Insured Equipment to water or a similar liquid, and that causes total or partial externally visible destruction or deterioration, and prevents the proper functioning of the Insured Equipment;
d) **Insured Equipment**: Mobile device (Smartphones; Tablets, Laptops/ Notebook, or others with similar features), belonging to the Insured Person. As regards smartphones, these must be identified in the Insurance proposal through the IMEI;
e) **Theft or Robbery**: Illegitimate removal of the Insured Equipment by a third party against the will of the Insured Person, whether or not it involves the use of force or violence;
f) **Insured Party or Insured Person**: The person in whose interest the insurance contract is entered into, and for whom the agreed coverage must be provided, in accordance with this Policy. Only the Policyholder is eligible as an Insured Person in this coverage, as well as their spouse who is not separated physically or in terms of property ownership, including their minor children and children up to 24 years of age, who stay with and are dependants of the same, and is thus duly declared for tax purposes.
g) **Market Value of the Insured Equipment**: Price at which equipment with features, use, condition and age similar to those of the Insured Equipment may be purchased at the time immediately before the occurrence of the Claim.

2. Entry into Force of Coverage

The entry into force of this coverage shall only take place after a grace period of 30 days from the date of its subscription or the inclusion of new insured equipment.

3. Expiry

The provision of this coverage shall cease to be effective upon expiry in the following cases:

a) **When the Insured Equipment is 3 years old, or in cases where the Insured Equipment has been stolen or robbed, or has been replaced.**

b) **Regarding laptops/notebooks, the coverage for breakdowns ceases to be effective due to expiry when the Insured Equipment is 5 years old.**

c) **Change of the Domicile of the Insured Person outside Portugal.**

4. Territorial Scope

The coverage provided herein is valid worldwide, except in countries or territories subject to any sanction, prohibition or restriction imposed by resolution of the United Nations or by Sanctions, Laws or Commercial or Economic Regulations of the European Union, the United Kingdom or the United States of America which may limit the ability to provide assistance.

Notwithstanding the above, this coverage shall not be provided in the following countries: North Korea, Syria, Belarus, Iran, Venezuela, the Russian Federation, Afghanistan and Myanmar; as well as the following territories: Crimea, Donetsk and Lugansk.

5. What is Covered

As a result of a Claim, and up to the Capital Limits set in the Specific Terms and Conditions of the Policy, when so agreed, the Insurance Company shall provide the following types of coverage to the Insured Person:

5.1 Accidental Damage or Water Damage

In the event that the Insured Equipment is damaged by Accidental Damage or Water Damage, the Insurance Company, at the request of the Insured Person, shall repair the Insured Equipment (including the screen) within the Capital Limits set in the Policy

If the Insured Equipment is irreparably damaged, or the cost of repair is higher than the Market Value of the Insured Equipment, the Insurance Company shall deliver other equipment with features that are equal or similar to that of the Insured Equipment.

For the purpose of repairing or replacing the Insured Equipment, the Insured Person shall deliver the same:

a) Without any security code, protection, blockage or any other impediment that limits access or manipulation thereof. Total or partial non-compliance with the referred condition shall render ineffective the coverage provided by this Policy;
b) With the manufacturer's software;
c) Without any data or content, including personal data, photos, videos or confidential information;

The Insured Person must also make a backup of the Insured Equipment upon delivery to the Assistance Service.

To protect their privacy, the Insured Party should bear in mind that in the event of a Claim, the Insurance Company shall delete all information and applications that they have in their terminal, for which no claim of any kind of damage or loss can be presented. Likewise, it shall destroy any SIM card or external memory that is received with the terminal, for which no claim of any kind of damage can be presented.

5.2 Assistance due to Theft or Robbery

Following Theft or Robbery of the Insured Equipment, and after reporting to the competent authorities, the Insurance Company, at the request of the Insured Person, shall replace it with one having the same or similar features as that of the Insured Equipment.

If the Insured Equipment has a Location function installed and activated to locate the Insured Equipment, the Insured Person must inform the Insurance Company, as well as the competent authorities and provide, if available, any location information for the Insured Equipment.

In order to benefit from this coverage, the Insured Person must report the occurrence to the authorities within 24 hours immediately thereafter, and send a copy of the same to the Assistance Service.

5.3 Breakdown Assistance

Following a Breakdown in the Insured Equipment that is not covered by the manufacturer's legal warranty, the Insurance Company, at the request of the Insured Person, shall repair it up to the Capital Limits set in the Policy.

If the cost of repairing the Insured Equipment is higher than the Market Value of the Insured Equipment, the Insurance Company shall deliver other equipment, up to the Capital Limits set in the Policy, with features equal or similar to that of the Insured Equipment.

For the activation of this coverage, the Insured Person must present, in addition to the other documentation referred to above, proof of activation of the manufacturer's legal warranty and of non-inclusion of the same by the manufacturer.

For the purpose of repairing or replacing the Insured Equipment, the Insured Person shall deliver the same:

a) Without any security code, protection, blockage or any other impediment that limits access or manipulation thereof. Total or partial non-compliance with the referred condition shall render ineffective the coverage provided by this Policy;
b) With the manufacturer's software;
c) Without any data or content, including personal data, photos, videos or confidential information;

The Insured Person must also make a backup of the Insured Equipment upon delivery to the Insurance Company.

To protect their privacy, the Insured Person should bear in mind that, in the event of a Claim, the Insurance Company shall delete all information and applications that they have in their insured equipment, for which no claim of any kind of damage or loss can be presented. Likewise, it shall destroy any SIM card or external memory that is received with the terminal, for which no claim of any kind of damage can be presented.

6. What is Not Covered

Charges or benefits related to the following are excluded:

a) **Claims which occurred on a date prior to entering into the agreement for this coverage, even if the consequences of such claims have been prolonged or are manifested after that date;**

b) **Claims arising from existing causes at the time of the inclusion of this coverage;**

c) **Aesthetic damage or any other damage not affecting the proper functioning of the Insured Equipment;**

d) **Costs of accessories or any consumables related to the operation of the Insured Equipment, namely, batteries, chargers, hands-free system, supplementary cards;**

e) **Any damage or financial loss incurred by the Insured Person during or after Theft or Robbery, Accidental Damage, Water Damage or Breakdown of the Insured Equipment;**

f) **Damage caused by wear and tear or normal use, including corrosion or oxidation or any other damage not attributable to a sudden and unpredictable event;**

g) **Breakdown of the Insured Equipment when covered by the manufacturers legal warranty;**

h) **Situations in which the manufacturers legal warranty has not been activated, or the same has not rejected the repair of the Insured Equipment;**

i) **Any expense incurred as a result of not being able to use the Insured Equipment or for the recovery of data stored on the equipment or on a SIM card;**

j) **Any loss of use, reconnection costs or subscription fees;**

k) **Software, applications, content (including, but not limited to personal data, photos, videos,) installed on the Insured Equipment, except the operating system and the software and application package originally installed by the manufacturer of the Insured Equipment;**

l) **Any damage or loss arising from a Natural Disaster or fire;**

m) Claims caused by explosive or incendiary devices;

n) Any intentional, fraudulent or negligent act committed by the Insured Person, the Policyholder or any person other than a Third Party;

o) A claim that was caused by fraud or bad faith on the part of the Insured Person or the Policyholder;

p) When the Claim involves falsehood or intentional simulation, or the Insured Party's obligations are fraudulently breached in the event of a Claim.

q) The losses incurred by the Insured Party in relation to the assets or services that are the subject of the contract due to the occurrence of risks insurable by another type of damage insurance.

r) The costs incurred by the Insurance Company if, when receiving the Insured Equipment, it is not unlocked, thus preventing its repair. In this case, the Insurance Company may charge the Insured Person in full for the costs of collection and delivery of the referred equipment;

s) The cost of collecting and delivering equipment other than the Insured Equipment;

t) The cost of repairing the Insured Equipment, or acquiring a new one, paid by the Insured Person or Policyholder without the Insurance Company's prior express authorisation;

u) Secure terminals whose exterior or interior, accessories, original software from the manufacturer or central unit have been opened, modified or tampered with.

v) Any indirect loss or damage incurred by the Insured Person.

w) The direct or indirect consequences of the destruction or loss of databases, files or software installed on the Insured Equipment during or after a Claim or as a result of the Insurance Company providing the coverage.

6.1 Exclusions in the event of accidental breakage/damage

a) Faults or defects related to internal causes, both covered by the manufacturers and/or distributors warranty;

b) **Damage caused by a latent defect in the Insured Equipment and its components, as well as labour, namely, assembly;**

c) **Damage to the external parts of the Insured Equipment, when these do not prevent its proper functioning, such as scratches and any other purely external and/or aesthetic damage;**

d) **Any breakdown of an electrical, electronic or mechanical component, unless the breakdown is due to Accidental Damage external to the Insured Equipment itself;**

e) **Damage caused by use contrary to the manufacturers recommendations or standards, or to lack of maintenance of the Insured Terminal and/or its components.**

6.2 Exclusions in the event of Theft or Robbery

a) **Any voluntary omission, negligence, simple loss even by Force Majeure (understood as an unavoidable, unpredictable and external event that prevents the physical recovery of the Insured Equipment);**

b) **Any theft of the Insured Equipment abandoned or left unattended in a public place or a place where the public has easy and unlimited access, unless evidence of use of force or intimidation is provided that directly results in the abandonment of the same;**

c) **Theft or Robbery by a spouse or de facto partner, ascendant or descendant, employees or others who by law have a link of dependence with the Policyholder.**

d) **Theft by a person authorised by the Policyholder or Insured Party to use the Insured Equipment;**

e) **When a spouse or de facto partner, ascendant or descendant, employees or others who by law have a link of dependence with the Policyholder are accomplices of the Claim.**

6.3 Exclusions in the event of a Breakdown

a) **Damage caused by repair, maintenance, cleaning, modification or overhaul of the Product, except where done by the manufacturers and/or**

distributors warranty;

b) Damage caused by breakdowns in accessories, consumables or peripherals of the Insured Equipment;

c) Damage caused by opening, modification and/or any intervention in the Insured Equipment by the Insured Person or by unauthorised technicians.

7. Procedures in the event of a Claim

In the event of a Claim, notwithstanding the obligations specifically provided for in the applicable Special Terms and Conditions, it is an indispensable condition for the operation of this coverage that the Policyholder and/or Insured Person:

a) Immediately contact the Insurance Company, describing the occurrence and providing all information necessary for the execution of the coverage in question, explaining the circumstances of the Claim, the possible causes and their consequences;

b) Follow the Insurance Company's instructions and take the necessary and possible measures to prevent the aggravation of the consequences of the Claim;

c) Obtain the Insurance Company's agreement before assuming any cost or expense;

d) Fulfil, at any time, the requests for information and documentation made by the Insurance Company, promptly forwarding all the information necessary for the progress of the process;

e) Notwithstanding the provisions of the previous paragraph, present, in the event of a Claim, the invoice-receipt relating to the purchase of the Insured Equipment;

f) Collect and provide the Insurance Company with the relevant information for the activation of third-party liability, when applicable.

Failure to comply with the obligations laid down in the preceding paragraphs shall give rise to a reduction in the Insurance Company's payment provided in view of the damage caused due to failure to comply with the obligations laid down in this Article.

Intentional failure to comply, or defective performance, of the duties stipulated in this paragraph, which have led to a damage or loss to the Insurance Company, shall give rise to loss of coverage.

The Insured Person shall bear the burden of proof of the truthfulness of the Claim filed, and the Insurance Company may require all appropriate means of proof at its disposal.

8. Material Impossibility

This Policy does not cover the costs or reimbursement of expenses incurred by the Insured Party, with assistance services that have not been previously requested from the Assistance Service, or that have been performed without its prior agreement, except in cases of force majeure or demonstrated material impossibility.

If it is not possible for the Insurance Company to arrange the benefits due within the defined territorial scope, the Insurance Company shall reimburse the Insured Person for the expenses incurred, within the limits defined by this Policy and the guarantees that are applicable.

The processing of any reimbursement by the Insurance Company is subject to the presentation by the Insured Person of the original documentation proving the expenses incurred.

Family Protection of Ascendants

1. Definitions:

Pursuant to the provisions of this Coverage, and unless expressly indicated to the contrary, the following definitions shall apply:

a) **Accident:** An event due to a sudden, external, fortuitous cause, unforeseen and independent of the will of the Insured Person, which produces bodily injury, temporary or permanent incapacity, which can be clinically and objectively confirmed, or death.
b) **Ascendant:** A direct Ascendant, or Ascendant by Affinity of the Policyholder up to the second degree, as established in Portugal.
c) **Disease:** Sudden, involuntary and unpredictable change in the health condition outside of the will of the Insured Party, which is not caused by an Accident, and with

a diagnosis that is made and certified by a doctor who is legally qualified to practise the profession.

d) **Domicile:** Place where the Policyholder's Ascendant has established their habitual residence, which is understood to be the place where the Policyholder's Ascendant habitually resides, with stability and continuity, and where they have installed and organised their domestic economy. For the purposes of this Policy, the Policyholder's Ascendant must have their Domicile established in Portugal.

e) **Insured Person:** the Policyholder's Ascendant, who has their Domicile established in Portugal.

f) **Claim:** any unforeseen event that is likely to activate the coverage of the Policy. The event or series of events resulting from the same cause are considered to be a single Claim.

2. Expiry

The provision of this coverage shall cease to be effective upon expiry in relation to each Insured Person, in the following cases:

a) Change of the Domicile of the Insured Person outside Portugal;

b) The Insured Person taking up regular employment abroad;

c) Absence from Portugal of the Insured Person for a period exceeding 60 consecutive days.

3. Territorial Scope

The Coverage anticipated herein is valid in Portugal.

4. What is Covered

As a result of a Claim, and up to the Capital Limits set in the Policy, the Insurance Company, at the request of the Policyholder, shall provide the following types of coverage to the Insured Person:

4.1 Assistance at the Domicile

4.1.1 Delivery of Groceries

In the event that the Insured Person cannot leave the Domicile according to the doctor's orders, and there is no one who can assist, the Insurance Company shall arrange the delivery of groceries to the Domicile of the latter.

This coverage can be requested on weekdays from 9am to 7pm and shall be limited to a maximum distance of 20 km (round trip).

This coverage only provides for the collection and delivery of the purchased goods.

4.1.2 Support at the Domicile

In the event of a Claim whereby, according to the doctor's orders, it is impossible for the Insured Person to complete their housework, because the same is not in a stable clinical situation to do so, the Insurance Company shall organise and bear the costs of dispatching qualified professionals, to provide support in the following domestic tasks:

- Cleaning of the Domicile;
- Washing and ironing;
- Preparation of meals.

This service must be requested at least 48 (forty-eight) hours in advance and may be requested between 09h00 and 21h00, from Monday to Friday.

4.1.3 Domiciliary Support Staff

In the event of a Claim whereby, according to the doctor's orders, it is impossible for the Insured Person to independently carry out their daily hygiene, because the same is not in a stable clinical situation to do so, the Insurance Company shall organise and bear the costs of dispatching qualified professionals, to provide support in the following domestic tasks:

- Get out of bed;
- Personal hygiene, bathing, nail cutting and simple hair care;
- Change of clothing and bedding.

This service must be requested at least 48 (forty-eight) hours in advance and may be requested between 09h00 and 21h00, from Monday to Friday.

4.2. Medical Assistance to the Insured Person

4.2.1 Care Manager

The Insurance Company shall provide a telephone screening service performed by a nursing professional at the time of the request for this coverage by the Insured Person, which shall allow a referral to the health service most appropriate to their clinical situation.

This service also provides telephone monitoring to assess changes in the health condition of the Insured Person and any changes in the symptoms reported.

4.2.2 Dispatch of nursing professional

If the Insured Person is confined to bed at the doctor's orders, further to the request of the Insured Person, the Insurance Company shall cover the dispatch to the Domicile of a nursing professional, up to the Capital Limits set in the Policy.

4.2.3 Physiotherapy at the Domicile

As ordered by the doctor and upon request of the Insured Person, the Insurance Company shall organise and bear, up to the Capital Limits set in the Policy, the costs of sending a physiotherapist to the Domicile for their rehabilitation.

4.2.4 Tests at the Domicile and collection of samples for tests

Following a Claim and upon medical prescription, the Insurance Company shall organise and bear, up to the Capital Limits set in the Policy, the costs of sending of a qualified professional to the Domicile of the Insured Person, to carry out the collection service for carrying out blood and urine tests, as well as performing tests, including ECGs, as far as possible, and subsequent transmission of the results.

The Insured Person shall bear the cost of these tests.

4.2.5 Delivery of medications to the Domicile

Upon medical prescription, the Insurance Company shall organise and bear, up to the Capital Limits set in the Policy, the costs of delivering medications to the Domicile, while the cost of the medications shall be borne by the Insured Person.

4.2.6 Transport of the Insured Person

Following a Claim, and upon medical prescription, the Insurance Company shall organise and bear, up to the Capital Limits set in the Policy, the costs of transport of the Insured Person so that the same can attend a physiotherapy session.

4.2.7 Transportation by ambulance

At the request of the Insured Person, the Insurance Company shall organise and bear, up to the Capital Limits provided for in the Policy, the costs of transport of the Insured Person by ambulance from the Domicile to the nearest first aid or emergency post.

5. What is Not Covered

In addition to the exclusions described in the General Terms and Conditions, the following are equally excluded from this coverage:

a) Claims which occurred on a date prior to entering into the agreement for this coverage, even if the consequences of such claims have been prolonged or are manifested after that date;

b) The claims and their consequences, caused by criminal, intentional or gross negligence of the Policyholder or the Insured Person;

c) The claims and their consequences caused by suicide or attempted suicide, and injury to oneself by the Policyholder or the Insured Person;

d) Claims arising from causes already existing at the start of the Policy;

e) Actions or omissions by the Insured Person, while using toxic products, narcotics or other drugs off prescription, and when found to have a blood alcohol level higher than 0.5 grams per litre, or after having refused to undergo tests for detection of consumption of alcohol or narcotics;

f) Claims caused by natural cataclysms, such as earthquakes, volcanic eruptions, floods, tsunamis and any other similar phenomena, including lightning strikes;

g) Claims caused by explosive or incendiary devices;

h) Epidemics, pandemics and infectious-contagious diseases with public health hazards, in compliance with guidelines issued by the WHO, and any facts resulting from the same;

i) Claims and damages not proven by the Insurance Company;

6. Procedures in the event of a Claim

6.1 In the event of a Claim, notwithstanding the obligations specifically provided for in the applicable Special Terms and Conditions, it is an indispensable condition for the operation of this coverage that the Policyholder or the Insured Person:

a) Immediately contact the Insurance Company, describing the occurrence and providing all information necessary for the execution of the coverage in question, explaining the circumstances of the Claim, the possible causes and their

consequences;

b) Follow the Insurance Company's instructions and take the necessary and possible measures to prevent the aggravation of the consequences of the Claim;

c) Obtain the Insurance Company's agreement before assuming any cost or expense;

d) Comply with the requests for information and documentation formulated by the Assistance Service / Insurance company at any time, and promptly send all the necessary documents for the case to progress;

e) Collect and provide the Assistance Service with the documents relevant to the enforcement of the responsibility of third parties, when applicable.

6.2 Failure to comply with the obligations laid down in the preceding paragraphs shall give rise to a reduction in the Assistance Service provided in view of the damage caused due to failure to comply with the obligations laid down in this Article.

6.3 Intentional failure to comply, or defective performance, of the duties stipulated in this Article, which have led to a damage or loss to the Insurance Company, shall give rise to loss of coverage.

6.4 The Insured Person shall bear the burden of proof of the truthfulness of the Claim filed, and the Insurance Company may require all appropriate means of proof at its disposal.

7. Material Impossibility

7.1 This Policy does not cover the costs or reimbursement of expenses incurred by the Policyholder and the Insured Person, with assistance services that have not been previously requested from the Insurance Company, or that have been performed without its prior agreement, except in cases of force majeure or demonstrated material impossibility.

7.2 If it is not possible for the Insurance Company to arrange the benefits due within the defined territorial scope, the Insurance Company shall reimburse the Insured Person for the expenses incurred, within the limits defined by this Policy and the guarantees that are applicable.

7.3 The processing of any reimbursement by the Insurance Company is

subject to the presentation by the Insured Person of the original documentation proving the expenses incurred..

8. The Insurance Company's Medical Team

8.1 In the context of the settlement of claims under coverage involving medical assistance, healthcare, and transport of claimants, the Insurance Company's decisions shall always take into account the opinion of the respective medical team, which shall prevail over any others in choosing the procedures to follow and selecting the forms of transport.

8.2 Under the penalty of it being impossible for the Insurance Company to settle the reported Claims, the Policyholder and the Insured Person must authorise and ensure that the Insurance Company's medical team is given availability and access to the respective clinical information.

8.3 The Policyholder and the Insured Person expressly consent to the processing of their health data for the purpose of managing the coverage of this insurance.

Family Protection of Descendants

1. Definitions:

Pursuant to the provisions of this Coverage, and unless expressly indicated to the contrary, the following definitions shall apply:

a) **Accident:** An event due to a sudden, external, fortuitous cause, unforeseen and independent of the will of the Insured Party, which produces bodily injury, temporary or permanent incapacity, which can be clinically and objectively confirmed, or death.

b) **Descendant:** Children, stepchildren and adopted children of the Insured Person who stay with the same.

c) **Disease:** Sudden, involuntary and unpredictable change in the health condition outside of the will of the Insured Party, which is not caused by an Accident, and with a diagnosis that is made and certified by a doctor who is legally qualified to practise the profession.

d) **Domicile:** Place where the Insured Person and their Descendant have established their habitual residence, which is understood to be the place where the Insured

Person and their Descendant habitually reside, with stability and continuity, and where they have installed and organised their domestic economy. For the purposes of this Policy, the Insured Person and their Descendant must have their Domicile established in Portugal.

e) **Claim:** any unforeseen event that is likely to activate the coverage of the Policy. The event or series of events resulting from the same cause are considered to be a single Claim.

2. Expiry

The provision of this coverage shall cease to be effective upon expiry in relation to each Insured Person, in the following cases:

a) Change of the Domicile of the Insured Person or their Ascendant outside Portugal;

b) The Insured Person taking up regular employment abroad;

c) Absence of the Insured Person from Portugal for more than 60 consecutive days.

3. Territorial Scope

The Coverage anticipated herein is valid in Portugal.

4. What is Covered

As a result of a Claim, and up to the Capital Limits set in the Policy, the Insurance Company, at the request of the Policyholder, shall provide the following types of coverage to the Insured Person:

4.1 Assistance at the Domicile

4.1.1. Delivery of meals to the Domicile

If the Insured Person is confined to bed at the doctor's orders and no one can replace them, further to the request of the Insured Person, the Assistance Service shall organise a service for the delivery of meals to the Domicile.

This coverage solely provides for the collection and delivery of meals, the cost of which shall be borne by the Insured Person.

4.1.2. Delivery of Groceries

In the event that the Insured Person cannot leave the Domicile according to the doctor's orders, and there is no one who can assist, the Insurance Company shall arrange the delivery of groceries to the Domicile of the latter.

This coverage can be requested on weekdays from 9am to 7pm and shall be limited to a maximum distance of 30 km (round trip).

This coverage only provides for the collection and delivery of the purchased goods.

4.1.3. Support at the Domicile

In the event of a Claim whereby, according to the doctor's orders, it is impossible for the Insured Person to complete their housework, because the same is not in a stable clinical situation to do so, the Insurance Company shall organise and bear the costs of dispatching qualified professionals, to provide support in the following domestic tasks:

- Cleaning of the Domicile;
- Washing and ironing;
- Preparation of meals;
- Shopping for daily needs.

This service must be requested at least 48 (forty-eight) hours in advance and may be requested between 09h00 and 21h00, from Monday to Friday.

4.1.4. Information on domestic service companies

At the request of the Insured Person, the Insurance Company shall provide information about domestic services companies.

4.1.5. Network of Services to the Home

Upon request, the Assistance Service shall provide the Insured Person with access to the following services:

- Dispatch of qualified professionals for minor repairs and technical services in the home;
- Domestic cleaning;
- Laundry and ironing with collection and delivery to the domicile;
- Changes;

– Dog walking.

The Insurance Company is only responsible for providing access to services, and it is not responsible for bearing the costs of the same.

4.1.6. Information on online tutoring services

At the request of the Insured Person, the Insurance Company shall provide information about online tutoring services.

4.1.7. Transport to school

If the Insured Person is confined to bed at the doctor's orders, the Insurance Company shall organise and bear the costs, up to the Capital Limits set in the Policy, of transport of their Descendant from the Domicile to school, so long as they are duly accompanied by a designated older person.

5. What is Not Covered

In addition to the exclusions described in the General Terms and Conditions, the following are equally excluded from this coverage:

a) Claims which occurred on a date prior to entering into the agreement for this coverage, even if the consequences of such claims have been prolonged or are manifested after that date;

b) The claims and their consequences, caused by criminal, intentional or gross negligence of the Policyholder or the Insured Person;

c) The claims and their consequences, caused by suicide or attempted suicide, and injury to oneself by the Insured Party;

d) Claims arising from causes already existing at the start of the Policy;

e) Actions or omissions by the Insured Person, while using toxic products, narcotics or other drugs off prescription, and when found to have a blood alcohol level higher than 0.5 grams per litre, or after having refused to undergo tests for detection of consumption of alcohol or narcotics;

f) Claims caused by natural cataclysms, such as earthquakes, volcanic eruptions, floods, tsunamis and any other similar phenomena, including lightning strikes;

g) Claims caused by explosive or incendiary devices;

h) Epidemics, pandemics and infectious-contagious diseases with public health hazards, in compliance with guidelines issued by the WHO, and any facts resulting from the same;

i) Claims and damages not proven by the Insurance Company;;

6. Procedures In the Event of a Claim

6.1 In the event of a Claim, notwithstanding the obligations specifically provided for in the applicable Special Terms and Conditions, it is an indispensable condition for the operation of this coverage that the Policyholder or the Insured Person:

a) Immediately contact the Insurance Company, describing the occurrence and providing all information necessary for the execution of the coverage in question, explaining the circumstances of the Claim, the possible causes and their consequences;

b) Follow the Insurance Company's instructions and take the necessary and possible measures to prevent the aggravation of the consequences of the Claim;

c) Obtain the Insurance Company's agreement before assuming any cost or expense;

d) Comply with the requests for information and documentation formulated by the Assistance Service / Insurance company at any time, and promptly send all the necessary documents for the case to progress;

e) Collect and provide the Assistance Service with the documents relevant to the enforcement of the responsibility of third parties, when applicable.

6.2 Failure to comply with the obligations laid down in the preceding paragraphs shall give rise to a reduction in the Assistance Service provided in view of the damage caused due to failure to comply with the obligations laid down in this Article.

6.3 Intentional failure to comply, or defective performance, of the duties stipulated in this Article, which have led to a damage or loss to the Insurance Company, shall give rise to loss of coverage.

6.4 The Insured Person shall bear the burden of proof of the truthfulness of the Claim filed, and the Insurance Company may require all appropriate means of proof at its disposal.

7 Material Impossibility

7.1 This Policy does not extend to the costs or reimbursement of expenses incurred by the Insured Party, with assistance services that have not been previously requested from the Insurance Company, or that have been performed without its prior agreement, except in cases of force majeure or demonstrated material impossibility.

7.2 If it is not possible for the Insurance Company to arrange the benefits due within the defined territorial scope, the Insurance Company shall reimburse the Insured Person for the expenses incurred, within the limits defined by this Policy and the guarantees that are applicable.

7.3 The processing of any reimbursement by the Insurance Company is subject to the presentation by the Insured Person of the original documentation proving the expenses incurred.

8 Insurance Company medical team

8.1 In the context of the settlement of Claims under coverage involving medical assistance, healthcare involving the health condition of the Insured Person, the Assistance Service's decisions shall always take into account the opinion of the respective medical team, which shall prevail over any others in choosing the procedures to follow.

8.2 Under penalty of exclusion of the coverage of the Policy or impossibility of the Assistance Service to settle the reported Claims, the Insured Party must authorise and ensure that the medical team of the Assistance Service has availability and access to the respective clinical information.

8.3 The Insured Party expressly consents to the processing of their health data for the purpose of managing the coverage of this insurance.

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GROUPE CRÉDIT AGRICOLE

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Registered Office: Avenida Miguel Bombarda nº 4, piso 9 – 1049-079 Lisbon PORTUGAL - Share Capital €15,000,000 (fifteen million euros)
sole company and tax registration No. 503 718 092 with the Trade and Companies Registry of Lisbon