



TRAVEL ASSISTANCE

General Conditions

GENERAL CONDITIONS – TRAVEL ASSISTANCE**POLICY 1.15.18.101935.0320181****SUMMARY OF COVERAGES AND MAXIMUM LIMITS OF INDEMNIFICATION**

Medical, Surgical, Pharmaceutical and Hospitalisation expenses abroad.....	30,000 €
Costs of treatment in the country of origin in the event of an accident abroad.....	3,000 €
Medical Transport and Emergency Repatriation Service	Unlimited
Transport or Repatriation of the companion	Unlimited
Transport or Repatriation of a deceased Insured Party	Unlimited
Movement of a family member in the event of the hospitalisation of the Insured Party and Respective Accommodation	
Family member trip costs	Unlimited
Accommodation costs associated with the travelling family member (90€/day)	900 €
Prolonging of a Hotel Stay (90€/day)	900 €
Curtailment by the insured party due to serious damage at home or place of work.....	Unlimited
Transmission of urgent messages	Included
Expenses due to missed connections caused by a delay in the form of transport.....	200 €
Travel delay expenses (50/6 Hours)	200 €
Itinerary Change (100€/day)	500 €
Expenses for delays as a consequence of airline overbooking or change to the initially contracted means of transport (50€/day)	500 €
Expenses for delays as a consequence of hotel overbooking or change to the initially contracted hotel (50€/day)	200 €
Search, location and shipment of lost luggage.....	Included
Theft or Damage to Luggage.....	1,000 €
Delay in the delivery of checked luggage (over 6 hours).....	300 €
Compensation for death up to 24 hrs in an accident during a trip	6,000 €

PRELIMINARY CLAUSE

A Travel Assistance Insurance Contract is signed between the Insurer and the Policy holder mentioned in the Special Terms and Conditions, and it is regulated by the General and Special Conditions of this Policy.

ARTIGO 1.

Insurer:	The entity legally authorised to sell the Assistance Insurance.
Policy Holder:	Legal person who, on its own or on behalf of one or more persons, signs an insurance contract with the Insurer.
Insured:	Individual or legal person interested on signing the contract.
Person Insured:	The individual who benefits from the provisions of this contract.
Claim:	Any event which may enforce this policy's Guarantees.

Casualty:	The Person Insured who suffered an incident covered by the guarantees of this contract.
Excess:	Fixed value or percentage payable by the Insured Person for any compensated expense.

ARTIGO 2. OBJECT OF THE GUARANTEE

In light of the terms of these General Conditions, the Insurer guarantees the coverage of the mentioned risks covered by the policy, within the consigned limits, following the provisions and exclusions established by these General Conditions.

ARTIGO 3. VALIDITY

1. The validity period of the policy's guarantees corresponds to the duration of the travel purchased by the Person Insured.

ARTIGO 4. EXCLUSIONS

2. In addition to the exclusions specifically set for each of the guarantees mentioned in these General Conditions, the following provisions are excluded:

- a) Those not requested from the Insurer and which were not incurred to with its consent, except in the case of force majeure or proven material impossibility.
- b) Those which result from incidents which occurred prior to the entry into force of this contract.
- c) Those which arise from the wilful misconduct of the Insured and/or Person Insured, or in the event of attempted or actual suicide.
- d) Those which result from events where the Person Insured is in a state of alcoholic intoxication, drunkenness or under the influence of drugs or narcotics not prescribed by a doctor or caused by the misuse of drugs.
- e) Those which arise from bets, participation in sports competitions or training sessions for these competitions.
- f) Those which arise from acts of war, strikes, riots and public disorder.
- g) Those which arise, both directly and indirectly, from an explosion, the release of heat and radiation, from the disintegration or fusion or core atoms, acceleration of particles or radioactivity.
- h) Those regarding the payment of fines or other penalties for offenses of criminal nature or administrative offenses.
- i) Those which arise for practicing of any intentional or seriously negligent acts, omissions by the Insured or the Person Insured or by anyone for whom it is civilly liable for.
- j) Those which arise from delays or negligence attributed to the Persons Insured when resorting to medical assistance and also in the event of refusing to carry out prescribed treatment.

- k) Those which arise from the Person Insured acting against the law, namely in the participation of acts of sabotage, public disorder or riots;
- l) Those which arise from work accidents and professional illnesses;
- m) Those which arise from officially declared epidemic diseases;

ARTIGO 5. COMPLEMENTARITY

The provisions and compensations provided for in this contract will be paid in excess and as a complement to other insurance contracts previously signed and covering the same risks, or social security compensations to which the Person Insured is entitled to.

ARTIGO 6. SUBROGATION

The Insurer is subrogated, up to the values of the sums paid, to all the rights and actions of the Policy Holder or Insured and/or Person Insured, against third parties responsible for the incident claimed.

ARTIGO 7. ARBITRATION

All differences which may arise with regards to this contract may be resolved via a voluntary arbitration under the legal terms in force.

ARTIGO 8. NOTIFICATIONS

Any written communication between the parties, provided for in this contract, will be considered valid and fully effective if done in writing or by any other means which leaves a written record, and when sent to the address of the Person Insured given in the contract or to the registered office of the Insurer, or to the address of their branch in Portugal.

ARTIGO 9. COMPETENT JURISDICTION

- 3.The District Court of Lisbon will be the competent entity for the resolution of all issues which arise related to this contract, with an express waiver of any other, unless both parties agree on the submission of the issues to a voluntary arbitration.
- 4.Portuguese Law applies to this contract.

ARTIGO 10. DATA PROTECTION CLAUSE

- 5.The Insured and the Persons Insured declare that they are aware of the existence of computer files with personal data included in this contract and which derive from it. They declare that they may be collected so as to be able to agree on and develop the contractual relationship established the recipient of the information.
- 6.The Persons Insured are guarantee the right to access and rectify the data by sending a recorded delivery letter address to the Policy Holder or by personally contacting their registered office or branch.

The Persons Insured may forbid the Policy Holder and Insurer from using their data for advertising purposes. This can be done on the form for the insurance proposal or later, by sending registered letter or by personally contacting their registered office or branch.

COVERAGE

1. Medical, Surgical, Pharmaceutical and Hospitalisation expenses abroad

If, due to an illness or a serious accident which occurs during the validity of the Policy, the Insured Party needs medical, surgical or pharmaceutical assistance or hospitalisation, the Insurer, through Assistance Services, will cover up to the limit stipulated in the table of benefits attached, or will reimburse upon prior agreement and presentation of the respective supporting documents:

- a.1) Medical and surgical fees and expenses;
- a.2) Pharmaceutical expenses when prescribed by a doctor during hospitalisation;
- a.3) Hospitalisation expenses;

2. Costs of treatment in the country of origin in the event of an accident abroad

The Insurer, will reimburse the expenses needed for the treatment of injuries suffered as a result of an accident which occurred abroad and covered by the insurance contract, by means of the Assistance Services, up to the maximum limit stipulated in the table of benefits attached, as long as it is carried out in the country of origin once the Insured Party injured returns to their country of origin. The Insurer is responsible for the organisation of all the clinical acts to be carried out in Portugal through their Assistance Services.

3. Medical Transport and Emergency Repatriation Service

If the Insured Party is injured or falls sick during the validity of the policy, as and when the clinical situation warrants it, the Insurer will be responsible for the following, through Assistance Services:

- a) Cost of transport in an ambulance to the closest clinic or hospital;
- b) Monitoring, by their medical team in collaboration with the attending physician of the injured or ill Insured Party, to determine the measures of the best treatment to be followed and the most suitable means for their transfer to another, more suitable hospital or to their home;
- c) The cost of this transfer using the most suitable form of transport whenever the original form of transport planned cannot be used or they cannot travel on the planned date of return.

The form of transport to be used will be decided by the Insurer's medical team through Assistance Services.

4. Transport or Repatriation of the companion

If one of the Insured Parties needs to be repatriated due to hospitalisation and the cover provided for in no. 3 has been activated, and if this fact prevents the companion, who is also an Insured Party, from continuing the trip using the originally planned means, the Insurer will cover the expenses of the return of the companion, by means of Assistance Services, to their home or place of hospitalisation.

5. Transport or Repatriation of a deceased Insured Party

The Insurer, through Assistance Services, will cover the expenses related to all the formalities required at the location of the death of the Insured Party and also those related to their place of burial in Portugal.

If one of the Insured Parties dies during hospitalisation and the cover provided for in no. 3 has been activated, through Assistance Services the Insurer will also cover the expenses related to the return of the family member to their home.

6. Movement of a family member in the event of the hospitalisation of the Insured Party and Respective Accommodation

If the hospitalisation of the Insured Party exceeds 5 days and the cover provided for in no. 3 cannot be activated, the Insurer, through Assistance Services, will cover the expenses incurred by a family member, including a return 1st class train ticket, or economy class plane ticket so that they can be with the Insured Party. The Insurer will also cover accommodation costs up to the limit stipulated in the table of benefits attached.

If the Insured Party is under 18 and is participating in a trip organised by their school, the period from which the cover can be activated is 2 days and also the capital limit set for this cover allows for the reimbursement of not only the accommodation expenses, as well as for food.

7. Prolonging of a Hotel Stay

If, after an accident, the condition of the Insured Party does not justify hospitalisation or medical transport, and if their return cannot take place on the date initially planned, the Insurer, through Assistance Services, will cover, if needed, expenses incurred with hotel accommodation.

8. Curtailment by the insured party due to serious damage at home or place of work

If the Insured Party needs to interrupt their trip due to serious damage at their home or place of work, the Insurer will cover the transport to the place of the occurrence whenever these circumstances have occurred after the start date of the trip.

By serious damage we mean not being able to live in their home or not being able to use their place of work.

9. Transmission of urgent messages

Following an event covered by this policy, the Insurer will deal with the transmission of urgent messages delivered to them by the Insured Party.

10. Expenses due to missed connections caused by a delay in the form of transport

When the Insured Party misses their connecting flight, already confirmed at the transfer point and as long as there was a connection time of at least four hours between the flights, due to the late arrival of the first flight and there is no possibility of an alternative form of transport to continue the trip or if they miss their transfer (private, collective, train ticket or other form of public transport arranged from their country of origin) from the Airport to the contracted Hotel due to a late arrival of more than one hour after the expected arrival time. The Insurer will reimburse the Insured Party with the expenses incurred with primary needs or transport which they may need to use, up to the limits stipulated.

11. Travel delay expenses

The Insurer will reimburse the Insured Party, up to the maximum stipulated (€ 50/6 hours), with the actual expenses incurred when there is a travel delay caused by the air transport or weather conditions, as long as this delay is greater than 6 hours after the expected departure time.

The Insured Party must present:

- Copy of their ticket or boarding pass in the case of an e-ticket
- Certificate of the incident issued by the airline company
- Original invoices

12. Itinerary Change

If, due to the breaking down or delay of the forms of transport, or due to bad weather conditions or force majeure, the Insured Party is unable to use part of the services initially contracted, such as: excursions, accommodation, meals or any other similar, the Insurer will compensate this loss to the value of the maximum stipulated in the table of benefits depending on the damage suffered.

In the case of visits which include places or monuments, the impossibility or impediment to participating in them must be greater than half of the visits planned in the itinerary to be able to be entitled to this compensation.

13. Expenses for delays as a consequence of airline overbooking or change to the initially contracted means of transport

If, as a consequence of the transport company selling a greater number of seats than those which actually exist (overbooking) or if a change in the form of transport initially contracted leads to a delay in the use of the form of transport, the Insurer will reimburse the expenses incurred and justified by this delay, up to a limit of 50 Euros for each complete 6 hours of delay, with a maximum value stipulated.

14. Expenses for delays as a consequence of hotel overbooking or change to the initially contracted hotel

If, as a consequence of the hotel selling a greater number of rooms than those which actually exist (overbooking) or if a change in the accommodation initially contracted leads to justified additional expenses which directly affect the Insured Party, the Insurer will reimburse the expenses incurred and justified, up to a limit of 50 Euros per day, with a maximum of 500 Euros.

Also, supposing that the Insured Party incurred justified additional expenses as a consequence of the hotel selling a greater number of rooms than those which actually exist (overbooking) or changing the accommodation initially contracted by the Insured Party, and this additional cost is assumed by the Policy Holder, the Insurer will reimburse the expenses incurred and justified by the Insured Party, up to a limit of 50 Euros per day, with a maximum of 500 Euros.

15. Search, location and shipment of lost luggage

In the case of the loss of luggage on a scheduled flight, the Insurer, through Assistance Services, will use all means available to them to locate it and inform the Insured Party of any news obtained and, if necessary, have it delivered at no additional cost to the beneficiary.

16. Theft or Damage to Luggage

The Insurer, through Assistance Services, will compensate the Insured Party for damage suffered to their luggage as a consequence of loss or theft, while the luggage was in the care of the transporting company, with the limit stipulated in the table of benefits attached:

By the following, we mean:

Loss - Considered as the loss or total destruction of the luggage.

Robbery or Theft - Robbery or theft is considered as the fact that it was taken by a third party, with or without violence.

For the settlement of the claim, it is essential that the Insured Party delivers a document proving the claim made to the Transport Company and issued by them, and also the respective proof of delivery of the Luggage to the transporter at the start of the trip, to the insurer.

When the form of transport used is a land vehicle (car or train), in the case of theft, the following must also be checked:

- the luggage was kept in the transporting vehicle, duly stored, in a place that was not visible from the outside;
- the theft was carried out through a break-in and there is clear evidence to the violation of the transporting vehicle;
- The transporting vehicle was violently robbed;
- It has been proven by the local police authority, by means of a joint claim made by the injured party and the Transporting Company, within a maximum of 24 hours after the occurrence;

The luggage cover excludes damage caused to:

- a) Money or vouchers, cheques, credit cards, any type of document, travel tickets, shares, warrants or any other form of credit documents or similar;
- b) Jewellery, watches and objects made of metal or precious stones;
- c) Artwork from a trade collection and showcases;
- d) Fur coats;
- e) Mobile phones, laptops, Playstations, Gameboys and similar, iPod, MP3, PDA, GPS, Game Consoles, Software, CDs, bags and accessories;
- f) Cameras and camcorders;
- g) Prostheses or orthoses, including spectacles, contact lenses and dentures;
- h) Fragile or breakable goods, except when resulting from theft from or accident with the transporting vehicle.

The luggage cover also excludes the following damage:

- a) That was caused by wear due to use of item;
- b) In shopping made during the trip, except that with proof of receipt;
- c) Due to the seizure or confiscation by authorities;
- d) Items which were stored in hotel rooms;
- e) Which, in the case of robbery or theft, were not notified to the competent authorities within twenty four hours and confirmed in writing.

Occurrences for which the Airline is responsible and which are caused by problems with their planes, including subcontracted planes, are expressly excluded from this cover.

17. Delay in the delivery of checked luggage

The insurance covers the purchase of items of primary need, when duly justified and caused by a delay of 24 hours or more in the delivery of checked luggage, regardless of the cause, and without this compensation

being accumulated with the base compensation of the insurance, up to the value stipulated in the table of benefits covered.

18. Compensation for death up to 24 hrs in an accident during a trip.

In the event of the death of the Insured Party, which occurs up to 24 hours after an accident during a trip and within the period provided, the Insurer will compensate the legal heir of the deceased, within the limits stipulated in the table of benefits.

Only policyholders older than 14 years old are covered by this warranty

Exclusions

1. General Exclusions

This insurance does not cover provisions which had not been requested from the Insurer, through Assistance Services, nor expenses which were not incurred with their consent, except in cases of force majeure or proven material impossibility.

2. Cover Exclusions related to People within the scope of the Travel Assistance cover

The following are also excluded from the Travel Assistance cover:

- Injuries or illness which existed prior to the start of the trip;
- Mental or psychiatric illness;
- Accidents which result from an illness or pathological condition which existed prior to the start of the trip and also injuries which result from surgical interventions or other medical acts not caused by an Accident covered by the contract;
- Suicide or any attempted suicide of the Insured Party and its consequences, and also acts intentionally carried out by the Insured Party on themselves;
- Malicious or criminal acts or those acting against public order by the Policyholder or the Insured Party whether they are material or moral participants, or if they are accomplices;
- Actions or omissions of the Insured Party influenced by the use of narcotic drugs without a medical prescription, or alcoholic beverages resulting in a blood alcohol level equal to or greater than that that would, in the case of driving under the influence of alcohol, be an offence;
- Expenses with prostheses, spectacles and contact lenses as well as dental expenses;
- Accidents resulting from the carrying out of organised professional or amateur sports as well as the practising of other "special" sports such as mountain climbing, boxing, karate and other martial arts, bullfighting, skydiving, paragliding, hang gliding, all sports designated as radical sports, caving, fishing and underwater hunting, any sports involving motorized vehicles (2-wheels or other), power boating and other similar sports with a similar level of danger;
- Accidents resulting from the use, by the Insured Party, of motorized two-wheelers or ATV's;
- The practising of winter sports at unauthorised or unsupervised locations;
- Labour and complications due to a state of pregnancy, unless unpredictable and occurring during the first six months;
- Coffin and expenses from the burial or funeral;
- Accidents resulting from cataclysms of nature such as hurricane winds, earthquakes, tsunamis, other similar phenomena in their effects and also lightning;

- Assaults, strikes, industrial action, riots or any other public disorder, rebellion, acts of terrorism and sabotage or insurrection;
- Revolution, civil war, invasion and war declared or not against a foreign country or in the Autonomous Islands of the Azores and Madeira, hostilities between foreign nations, whether or not there has been a declaration of war and warlike acts directly or indirectly caused by such hostilities;
- Accidents resulting from the use, by the Insured Party, of aircraft or vessels not belonging to commercial businesses or routes;
- Accidents resulting from an explosion or any other phenomena directly or indirectly related to the disintegration or melting of nuclear atoms, as well as the effects of radioactive contamination;
- Treatment in spas or beaches and, in general, cures related to change of air or rest, as well as beauty treatments;
- Expenses from preventive medicine including vaccinations or similar medical fees;
- Rehabilitation and physiotherapy expenses incurred without the consent of the Insurer's medical team;
- Medical expenses for treatment started in the country of residence or nationality;
- Activities carried out at altitudes greater than 5,000 metres;
- Any medical or pharmaceutical expense less than €10 (ten Euros).

