



# HOME MULTI-RISK

GENERAL CONDITIONS



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## **HOME MULTI-RISK INSURANCE POLICY**

### **GENERAL CONDITIONS**

#### **PRELIMINARY CLAUSE**

Generali Seguros, S.A., hereinafter the Insurance Company, and the Policyholder identified in the Schedule have executed an insurance contract which shall be governed by these General Conditions and by the Schedule, and also by the Special Conditions if subscribed.

The specifications of this Contract are provided in the Schedule that contains, among other data, the identification of the parties and of their place of residence, information about the Insured, information about the representatives of the Insurance Company in the event of a claim, the determination of the premium or the formula for the calculation thereof.

Regarding the insured property (fraction or set of autonomous fractions of the building held in horizontal ownership and common parts thereof), the contract specifies:

1. the type, the construction material and the condition of the building, as well as the location thereof, including its name and street number,
2. the purpose and usage,
3. the nature and the usage of the adjacent buildings, whenever these circumstances may influence the risk.

The Special Conditions provide for specific covers in the General Conditions herein or the cover of other risks and/or guarantees beyond those provided in the General Conditions which must be specifically identified in the Schedule.

Beyond the Conditions provided in the previous paragraphs, that constitute the Policy, this Contract also includes concrete and objective publicity messages that contradict the clauses of the policy, except if the latter are more favourable to the Policyholder, to the Insured or to the Beneficiary.

The provision in paragraph 5 above will not be applicable to publicity messages that have ceased to be issued over more than one year from the execution of the contract, or when the very messages determine a period of validity and the contract has been executed outside said period.

## CHAPTER I

### Definitions, Purpose and Guarantees of the Contract

#### Clause 1 - Definitions

In this Contract, the following terms and expressions will have the meanings set forth below:

- a) **Policy:** The set of the Conditions identified in the previous Clause which formalise the insurance contract that is executed,
- b) **General conditions:** The set of Clauses that define and regulate the general and common undertakings inherent to an insurance branch or type,
- c) **Special conditions:** The clauses that seek to clarify, complete or specify the provisions contained in the General Conditions,
- d) **Schedule:** The document containing the provisions that are individual and specific to each Contract and that make it different from any other,
- e) **Addendum:** The document containing an amendment to the Policy,
- f) **Insurance Company:** The entity legally entitled to operate the compulsory fire insurance, who subscribes this Contract,
- g) **Policyholder:** The person or entity who executes the Contract with the Insurance Company and who is responsible for paying the premium,
- h) **Insured:** The person or entity that owns the interest insured,
- i) **Beneficiary:** The person or entity that receives benefits from the Insurance Company within the scope of the cover provided in the contract,
- j) **Household:** The set of persons formed by the Insured, his/her spouse or person living with him/her under common law marriage, his/her/their relatives up to the second degree of the collateral line, who live with him in the common economy, including adopted, or placed under their tutelage or care and trustees.

The concept of household or the quality of household member is applied only where expressly provided for in these General Conditions or in the applicable Special Conditions,

- k) **Main, permanent or habitual dwelling:** The place, expressly mentioned in the Schedule of the Policy, where the Insured habitually resides, in a stable and continuous manner, and where their domestic economy is installed and organised, or is being used under the same conditions by a tenant or a member of the Insured's family. If the Insured has more than one habitual dwelling, for the purpose of this contract, the dwelling(s) that is(are) not inhabited for a consecutive period or otherwise of more than ninety (90) days, within each civil year, shall not be considered as permanent dwelling(s) or equivalent,
- l) **Non-permanent or secondary dwelling:** The building or autonomous fraction in horizontal ownership, identified in the Schedule of the Policy, that is not inhabited for a period of more than ninety (90) days, consecutive or otherwise, within each civil year,
- m) **Insured property:** The movable and immovable goods, hereinafter defined, provided for in the Schedule,

n) **Insured building:** The building or fraction thereof held in horizontal ownership, used exclusively for dwelling purposes, including the following:

- Outer and inner walls, partition walls and roof,
- Patios, terraces, balconies, fencing walls and gates,
- Enhancements belonging to the building owner,
- Movable goods materially linked to the building in a permanent manner, such as: kitchen furniture and built-in wardrobes, bathroom ceramics, doors and windows, heating and air conditioning systems, surveillance and alarm systems, solar panels and antennae, water pumps and exhaust hoods,
- Domestic electric vehicle chargers owned by the insured (cables and wallbox), when installed by a certified entity. This does not include goods and equipment connected to these chargers, unless the Vehicles in Garages cover is subscribed,
- The proportional part of the common spaces of the insured building ascribed to the owner thereof, if it is a fraction held in horizontal ownership, including enclosed and private garages exclusively used by the insured (owner/tenant) and storerooms, where appropriate.

When provided in the respective insurance proposal and are built using construction materials and processes similar to those of the insured building, the concept of Insured Building may also include:

- Enclosed and private garages used exclusively by the insured (owner/tenant), private wine cellars and annexes built in the area of influence next to the building where they reside,
- Pools and tennis courts,
- Sidewalks, outer paths and garden areas,

o) **Private gross area:** Corresponding to the total area of the building or fraction, measured by the outside perimeter and axes of walls or other separating elements of the building or fraction, including enclosed private balconies, private basements and attics used in the same way as the building or fraction. It does not include any common areas,

p) **Insured movable property:** Property of the Insured that make the contents of a home, where these can be classified as Home Contents, Valuables or also as Jewellery and Precious Objects and Special Objects, as defined below.

For purposes of this Contract, the following are not considered Insured Moveable Property:

- Motor vehicles, RVs, trailers, planes and motor vessels, non-motorised bicycles (with a unit value equal to or higher than 750 €), as well as their respective parts or accessories that may be incorporated or necessary for their use (such as helmets),
- Movable goods materially linked to the immovable property in a permanent manner (except white goods),
- Property held for professional or business purposes,
- Cash – in Portuguese or foreign currency, cheques, bills, securities, postal orders, shares and bonds,

- q) **Home contents:** Property and objects commonly used in a home (except Valuables and Jewellery, Precious Objects and Special Objects) namely: non built-in furniture and wardrobes, private label appliances, decoration objects, carpets, clothes and personal objects. They may also include any enhancements identified and accounted for in the contract performed by the Insured (upon submission of the corresponding invoices), where the Insured is not the owner of the building or autonomous fraction where the insured property is located.
- r) **Valuables:** Objects that, although not classified as Jewellery or as Precious Objects, are an increased risk because of their nature or objectively verifiable value, namely: artworks, paintings and sculptures, fur capes, mufflers, or coats, bags/purses, weapons, watches, audiovisual or computing equipment, collections of any kind, or any antiques, rare items or museum-type items and bicycles with a value equal to or higher than 750 €,
- s) **Jewellery and precious objects:** Items that, regardless of their monetary value, include precious or semi-precious gems or metals, namely watches of a unit value over 1,000 €, necklaces, rings, earrings, gold and silver cutlery, silver plates, lighters, pens, and frames, regardless of their composition,
- t) **Special objects** (This concept is only applicable when the Premium option is subscribed): The following domestic and personal objects are considered to be special objects:
- i. Jewellery, gold, silver, precious or semiprecious objects, regardless of their monetary value, that include in their composition precious or semiprecious gems or metals,
  - ii. fur capes, mufflers, or coats, bags/purses,
  - iii. Antiques, paintings, prints, engravings and art objects, tapestries or yet any rare or museum-type items,
  - iv. Rare books,
  - v. Firearms,
  - vi. Collections of any kind,
  - vii. Audiovisual or computing equipment.
- If not identified and duly accounted for, the special objects are considered to be guaranteed by their value up to 30% of the value of the regular insured contents and up to 1,500 € per object in the Habitual Dwelling, and up to 15% of the value of the insured regular contents and up to 1,000 € per object in the Secondary Dwelling,
- u) **Fire:** An accidental combustion, producing flames and self-propagating, occurring outside a normal source of fire, even if said source was the origin of the fire,
- v) **Mechanical action of lightning:** An atmospheric discharge occurring between a cloud and the ground, consisting of one or several electrical impulses that give the phenomenon a characteristic luminosity (lightning) and causing permanent mechanical deformation to the insured goods,
- w) **Explosion:** A sudden and violent action of pressure or depression of gas or vapour,
- x) **Flooding:** Hydrological phenomenon that consists in the submergence of an area generally above water. It occurs as a result of the concentration of excess rainwater that cannot be absorbed by already saturated soil or other forms of runoff or drainage,

- y) **Geological phenomenon:** Phenomenon due to natural processes linked to the internal and external geodynamics of the Earth's crust and not caused by climate or human factors, i.e., those emerging from the structure of the Earth, the globe,
- z) **Resistant materials:** These include iron, steel, stone, reinforced concrete, masonry, ceramic tile, and others of equivalent resistance to fire, wind, and the weight of snow and hail,
- aa) **Non-resistant materials:** Non-resistant materials are those that do not fall within the definition of resistant materials, including wood, plastic, rubber, oilcloth, vinyl, or fabric,
- bb) **Claim:** The partial or full occurrence of the event that triggers the risk cover provided for in the contract,
- cc) **Excess:** The value of the settlement of the claim provided for in the insurance contract which is not payable by the Insurance Company,
- dd) **Theft:** Subtraction of moveable property of others with the illegitimate intention of keeping them or handing them to third parties,
- ee) **Robbery:** Illegitimate intention of appropriation of moveable property of others, by subtracting or forcing others to deliver said property, by means of violence, threat with imminent danger to life or physical integrity, or making them unable to resist,
- ff) **Isolated garages:** Enclosed and private garages used exclusively by the insured (owner/tenant) that are not part of the same place of risk as the insured building,
- gg) **Balcony:** Platform on the facade of a building surrounded by a railing or balustrade, considered private if it is an integral part and for exclusive use of the autonomous fraction,
- hh) **Enclosed balcony:** Balcony that is completely closed off from the exterior (either originally or through duly authorised subsequent works) by means of constructive elements,
- ii) **White household appliances:** Category of larger household appliances (e.g., refrigerators, cookers, microwave ovens, washing machines, tumble dryers, dishwashers), with the purpose of meeting the basic needs of a dwelling,
- jj) **Brown household appliances:** Category of electronic devices for domestic use, for information or entertainment purposes (e.g., Audiovisual equipment, TV, Video, Photography).

## Clause 2 –Object and Guarantees of the Contract

1. **The purpose of this Contract is to insure the buildings held in horizontal ownership, including the autonomous fractions and the common spaces thereof, specified in the policy, against the fire risk, even if there has been negligence on the part of the Insured or of a person for whom s/he is liable.**
2. **Apart from the cover regarding the damage provided in paragraph 1, this Contract also guarantees damage caused to the insured property in consequence of the means used to extinguish fire, as well as damage caused by heat, smoke, vapour or explosion immediately after the fire and also removals or destructions ordered by a competent authority or with the purpose of salvaging pursuant to the occurrence of fire or any of the facts described above.**

3. **Except where otherwise provided for, this Contract also guarantees damage caused by mechanical action of lightning, explosion or other kind of similar accidental events, even if they do not cause a fire.**
4. **On an optional basis, this insurance Contract may also guarantee:**
  - a) **Property not included in paragraph 1 of this Clause regarding the risks of Fire, Mechanical Action of Lightning and Explosion, under the provisions in the previous paragraphs,**
  - b) **Other risks besides the above-mentioned ones, under the terms of the Special Conditions and the Schedule of the Policy.**

### **Clause 3 –Exclusions**

#### **1. Exclusions applicable to the Compulsory Fire Insurance.**

**The compulsory insurance guarantee will not cover, namely within the scope of the Fire Risk provided for in paragraph 1 of the previous clause, any damage directly or indirectly caused by or arising from:**

- a) **War (be it declared or not), invasion, acts by a foreign enemy, hostilities or warlike operations, civil war, insurrection, rebellion or revolution,**
- b) **Military uprising or an act of military power, either legitimate or usurped,**
- c) **Confiscation, requisition, destruction of or damage to the insured property caused by an order of the Government, either in law or in fact, or of any other regular authority, except for the removals or destructions provided for in paragraph 2 of Clause 2,**
- d) **Strikes, riots and public disturbances, acts of terrorism, vandalism, malicious damage or sabotage,**
- e) **Explosion, the release of heat or radiation caused by the scission of atoms or by radioactivity, and stemming from radiation caused by the artificial acceleration of particles,**
- f) **Fire resulting from seismic phenomena, earthquakes, volcanic eruptions, seaquakes or underground fire,**
- g) **The direct effects of electrical current in devices, electrical installations and in the accessories thereof, namely excessive voltage or overcurrent, including the effects produced by atmospheric electricity such as lightning and short-circuits even when fire results from them,**
- h) **Deliberate actions or omissions by the Policyholder, by the Insured or by persons for whom they are publicly liable,**
- i) **Loss profit or similar loss of income,**
- j) **Loss, theft or robbery of insured goods carried out during or after any other covered event,**
- k) **Caused in the heat or flame source that originated the fire.**

**2. Exclusions applicable to the other covers and to the fire cover itself when subscribed as an optional insurance.**

**This contract does not guarantee, within the scope of the other covers and of the fire cover itself, when subscribed as an optional insurance under the terms of paragraph 4 of Clause 2, any loss or damage directly or indirectly arising from:**

- a) War (be it declared or not), invasion, acts by a foreign enemy, hostilities or warlike operations, civil war, insurrection, rebellion or revolution, as well as any accidents caused by explosive or incendiary devices,**
  - b) Acts of terrorism and/or sabotage, as provided in the Portuguese criminal legislation in force,**
  - c) Military uprising or an act of military power, either legitimate or usurped,**
  - d) Confiscation, requisition, destruction of or damage to the insured property caused by an order of the Government or of any other regular authority, except if carried out for the purpose of salvaging in respect of a risk covered by the contract,**
  - e) Explosion, the release of heat or radiation caused by the scission of atoms or by radioactivity, and stemming from radiation caused by the artificial acceleration of particles,**
  - f) The repair, removal, use of or exposure to asbestos and its derivatives, notwithstanding the existence of another reason that may have concurred in causing the damage,**
  - g) Pollution or contamination of any nature,**
  - h) Deliberate actions or omissions by the Insured or by persons for whom s/he is publicly liable, with the objective of causing damage,**
  - i) Accidents resulting from the Insured being in a state of intoxication, dementia, alcoholism or under the influence of drugs,**
  - j) Theft, robbery or loss of insured goods carried out during or after any other event covered by the contract,**
  - k) Action of light or heat in insured pictures or paintings,**
  - l) The estimated value or the depreciation of a collection as a result of losing one of its units,**
  - m) Indirect losses such as loss of profit or loss of income,**
  - n) Caused in the heat or flame source that originated the fire.**
- 3. The following damage is also excluded from the remaining covers and the fire cover itself when subscribed as an optional insurance:**
- a) In recognisably fragile constructions (such as of wood or plastic plates), or in constructions where so-called resistant construction materials are not predominantly present in at least 50 per cent, or in buildings which are in a poor state of repair at the time of the event, or also any objects within said buildings or constructions,**

- b) Occurring in illegal buildings, defined as any buildings not previously legalised by the competent authorities, when the event or the worsening of the consequences thereof is ascribable to that fact,
  - c) Resulting from repair, remodelling, improvement or reconstruction works to the insured building or on the place where the insured goods are kept, as well as damage caused to adjacent or adjoining buildings, except if this situation is previously communicated to and accepted by the Insurance Company,
  - d) Caused to valuables, special objects, jewellery and precious objects (as defined in Clause 1) that are not kept inside the insured home.
4. Except where otherwise agreed in the Schedule, the contract will not cover any loss or damage directly or indirectly arising from:
- a) Industrial action and labour disturbances or acts of vandalism, even if they produce a damage eventually guaranteed by another cover,
  - b) The direct effects of electrical current in devices, electrical installations and in the accessories thereof, namely excessive voltage or overcurrent, including the effects produced by atmospheric electricity such as lightning and short-circuits even when fire results from them,
  - c) Fire resulting from seismic phenomena, earthquakes, volcanic eruptions, seaquakes or underground fire.
5. The contract will not guarantee any other risks provided for in the Special Conditions not expressly agreed by the Policyholder and specified in the Schedule.

## CHAPTER II

### Initial and Incidental Risk Statement

#### Clause 4 – Duty to Make the Initial Risk Statement

1. Before executing the contract, the Policyholder or the Insured must clearly state all the circumstances of which they are aware and should reasonably considerer significant for the assessment of the risk by the Insurance Company.
2. The provision in the above paragraph 1 is also applicable to circumstances not required to be mentioned in the questionnaire which may or may not be supplied by the Insurance Company for the purpose.
3. Except in case of fraudulent misstatement by the Policyholder or the Insured for the purpose of obtaining an advantage, the Insurance Company having accepted the contract will not be entitled to avail itself:
  - a) From an omission to answer a question of the questionnaire,
  - b) From an imprecise answer to a question formulated in too generic terms,
  - c) From an evident inconsistency or contradiction in the answers to the questionnaire,

- d) From a statement that the representative of the Insurance Company knew to be untrue, or from an omission of which the representative was aware at the time of executing the contract,
- e) From circumstances of which the Insurance Company was aware, particularly if publicly known,
- f) Before the execution of the contract, the Insurance Company must provide to the potential Policyholder or Insured all clarifications about the duty referred to in paragraph 1 above, as well as about the consequences of not complying therewith, under the penalty of becoming publicly liable under the law.

#### Clause 5 – Fraudulent Non-compliance with the Duty to Make the Initial Risk Statement

1. In case of fraudulent non-compliance with the duty referred to in paragraph 1 of Clause 4 above, the contract is voidable by means of a notice sent by the Insurance Company to the Policyholder.
2. Where no claim has arisen, the notice referred to in paragraph 1 must be sent within three (3) months from the Insurance Company becoming aware of said non-compliance.
3. The Insurance Company will not be under any obligation to cover a claim arising before the Insurance Company became aware of the fraudulent non-compliance referred to in paragraph 1, or during the period provided in paragraph 2, and the general provisions of the law on voidance will be applicable.
4. The Insurance Company will be entitled to the premium due up to the end of the period referred to in paragraph 2, except if the Insurance Company or its representative has concurred in the fact through fraud or gross negligence.
5. In case of fraud by the Policyholder or by the Insured with the intent of securing an advantage, the premium will be due up to the end of the contract.

#### Clause 6 – Negligent Non-compliance with the Duty to Make the Initial Risk Statement

1. In case of negligent non-compliance with the duty referred to in paragraph 1 of Clause 4 above, the Insurance Company will be entitled, by means of a notice sent (by the Insurance Company) to the Policyholder within three months of becoming aware of the fact:
  - a) To propose a change to the contract and to give a period of at least fourteen (14) days for the acceptance thereof or, if admissible, for receiving a counterproposal,
  - b) To cancel the contract by providing evidence that the Insurance Company does not, in any circumstance, execute contracts to cover the risks relating to the omitted or misstated fact.
2. The contract will cease to be effective thirty (30) days after the notice of cancellation is sent or twenty (20) days after the reception by the Policyholder of the proposal of change if the Policyholder fails to reply or rejects it.
3. In the case referred to in paragraph 2, the premium will be returned *pro rata temporis* taking into account the cover provided.

4. If, before the cancellation or modification of the contract, a claim arises and the verification or the consequences thereof have been influenced by a fact in respect of which there were negligent omissions or misstatements:
  - a) The Insurance Company will cover the claim in the proportion of the difference between the premium paid and the premium that would otherwise be payable at the time of execution of the contract if the omitted or misstated fact had been known,
  - b) Having demonstrated that in no circumstance the contract would have been executed if the omitted or misstated fact was known to the Insurance Company, the claim will not be covered and the Insurance Company's sole obligation will be to return the premium.

#### Clause 7 –Risk Increase

1. The Policyholder or the Insured are required to communicate to the Insurance Company, during the course of the contract and within fourteen (14) days from becoming aware of them, the existence of any circumstances likely to increase the risk and that - if known to the Insurance Company at the time of the execution of the contract, would likely have influenced the will of the Insurance Company to enter into the contract or the conditions of the contract.
2. Within thirty (30) days of being informed of the risk increase, the Insurance Company will be entitled:
  - a) To submit a proposal to change the contract to the Policyholder who will have an equal period either to accept or to reject the change. At the end of said period without a reply from the Policyholder, the proposed change will be deemed to be tacitly approved, or
  - b) To cancel the contract by demonstrating that in no circumstance the Insurance Company executes contracts with the characteristics resulting from that risk increase.
3. The contract cancellation will become effective fifteen (15) days from the date of the cancellation notice, as provided in paragraph 2 b) above.

#### Clause 8 – Claim and Risk Increase

1. If, before the cancellation or the change of the contract as provided in Clause 7, a claim arises, the verification or consequence of which is influenced by the increased risk, the Insurance Company will be entitled:
  - a) Either to cover the risk and provide the benefits/compensation, provided the increased risk was correctly and timely communicated before the occurrence of the claim or before the end of the period provided in paragraph 1 of Clause 7, or
  - b) To partially cover the risk and reduce the benefits/compensation in a proportion equal to the difference between the premium effectively received and the premium that would otherwise be due in respect of the actual risk, if the risk increase was not correctly and timely communicated before the occurrence of the claim, or

- c) **To refuse cover in the event of fraudulent behaviour on the part of the Policyholder or of the Insured with the purpose of securing an advantage. In this case, the Insurance Company will retain the right to receive the premiums due.**
2. **In the situation provided in paragraph 1 a) and b), if the risk increase is ascribable to the Policyholder or to the Insured, the Insurance Company will not be required to pay the benefit if the Insurance Company demonstrates that in no circumstance the Insurance Company executes contracts with the characteristics resulting from that risk increase.**

## **CHAPTER III**

### **Payment and Changes to Premiums**

#### **Clause 9 – Premium Payment**

1. Except if agreed otherwise, the initial premium, or the first instalment thereof is due and payable on the date of execution of the contract.
2. The following instalments of the initial premium, the premium of the subsequent annuities and the successive instalments will be due on the dates provided in the contract.
3. The calculated portion of a variable premium and, if any, the portion of the premium corresponding to changes in the contract are due on the dates indicated on the notices of payment.

#### **Clause 10 – Cover**

The cover of the risks is conditional upon the previous payment of the premium.

#### **Clause 11 – Notice of Premium Payment**

1. During the course of the contract, the Insurance Company will inform the Policyholder about the amount payable and about the manner and place of payment, by giving at least thirty-day (30) written notice of payment in respect of the date when the premium or the instalment becomes due.
2. The notice will indicate, in a legible manner, the consequences of the lack of payment of the premium or of the instalment.
3. In insurance contracts providing for the payment of the premium in instalments with a periodicity equal to or less than three (3) months and where the contractual documentation indicates the due dates and the amounts payable of the successive instalments of the premium, as well as the consequences of a lack of payment, the Insurance Company may choose not to send the notice provided in paragraph 1. In this case, however, the Insurance Company will be required to evidence that the Insurance Company issued and that the Policyholder received and accepted said contractual documentation.

## Clause 12 – Lack of Premium Payment

1. Failure to pay the initial premium or the first instalment thereof on the date it becomes due will determine the immediate cancellation of the contract, effective on the date of execution thereof.
2. The lack of payment of the premium of subsequent annuities or of the first instalment thereof on the date it becomes due will preclude the prorogation of the contract.
3. The lack of payment will determine the automatic cancellation of the contract on the due date of:
  - a) An instalment of the premium during the course of an annuity,
  - b) An additional premium resulting from a change to the contract based on a risk increase.
4. Failure to pay - up to due date, an additional premium resulting from a change to the contract will make the change ineffective and the contract will continue with the conditions that were in force before the change, unless said continuation proves impossible, a case in which the contract will be deemed to be terminated on the date the unpaid premium fell due.
5. Where the contract provides for the existence of protected rights in respect of Third Parties or of Mortgage Creditors, duly identified in the Schedule, in the case of failure to pay the premium the Insurance Company will be entitled to grant them the possibility of replacing the Policyholder in respect of said payment, provided payment is made within a maximum period of thirty (30) days after becoming due and payable.
6. In the case provided in paragraph 5 above, the payment of the premium will reinstate the contract as per the initially agreed conditions, but no claim occurring between the due date and the date the premium was effectively paid will be settled.

## Clause 13 – Change of Premiums

Where there is no change in the risk, any change to the premium applicable to the contract may only be implemented on the commencement date of the next annuity.

## CHAPTER IV

## Contract Commencement, Effectiveness, Duration and Cancellation

### Clause 14 – Commencement and Effectiveness

1. The date and time when the cover of the risks becomes effective are indicated in the Schedule of the Policy, dependent on the condition provided for in clause 10.
2. The provision in paragraph 1 is also applicable to the contract commencement if different from the start of cover of the risks.

### Clause 15 – Duration

1. The contract duration is indicated in the Schedule of the Policy, which may be a fixed period (temporary insurance) or an annual period that may be renewed for successive one-year periods.
2. The effects of the contract cease at midnight of the last day of its period.
3. The renewal provided in paragraph 1 will not take place if any of the parties gives at least thirty-day (30) written cancellation notice in respect to the renewal date or if the Policyholder fails to pay the premium.

### Clause 16 – Contract Cancellation

1. The contract may be cancelled by any of the parties, at any time, for a just cause, by registered post.
2. The Insurance Company may invoke the occurrence of successive claims in the annuity as a relevant cause for the purpose stated in paragraph 1.
3. The value of the premium to be returned to the Policyholder in the event of early cancellation of the contract is calculated in proportion with the period of time that would otherwise elapse between the date of cessation of the cover and the end of the contract, except if otherwise agreed between the parties for a valid cause, such as the guarantee of the technical separation between the price of annual insurance and the price of temporary insurance.
4. The contract cancellation will become effective at midnight of the cancellation day.
5. If the Policyholder is not the Insured, the Insurance Company must notify the Insured of the cancellation of the contract as soon as possible, up to twenty (20) days after the non-renewal or cancellation thereof.
6. The cancellation of the contract will become effective fifteen (15) days from the date when the notice of cancellation is sent, as provided for in the preceding paragraphs.

### Clause 17 – Transfer of Title over the Insured Good or of the Insured Interest

1. Except where otherwise provided for, in the case of transfer of title over the insured good or of the interest of the Insured in it, the obligation of the Insurance Company unto the new owner or interest holder shall be dependent upon notice of transfer being given to the Insurance Company either by the Policyholder, or by the Insured or by their legal representatives, without prejudice to the risk increase provisions contained in the law.
2. If the transfer of title over the insured property or of the insured interest arises from the death of the Insured, the responsibility of the Insurance Company will remain in respect of the heirs as long as the premiums continue to be paid.
3. In case of bankruptcy of the Policyholder or of the Insured, the responsibility of the Insurance Company will remain in respect of the bankrupt's estate, under the same conditions, for a period of sixty (60) days.

After said period, the guarantee of the insurance contract will cease, except if the Insurance Company agrees to continue to afford the cover under an addendum to the contract or if the receiver agrees to continue to pay the premium.

## CHAPTER V

### Main Benefit Provided by the Insurance Company

#### Clause 18 – Insured Amount

1. **In the contract commencement and effectiveness, the responsibility for determining the insured amount always rests with the Policyholder. However, regarding the insured property, the provisions in the following paragraphs should be taken into consideration.**
2. **The amount insured under the contract is determined accordingly to the declarations of the Policyholder and in compliance with the following criteria:**

- a) **BUILDING CAPITAL:** It shall correspond to the reconstruction cost thereof.

All the elements constituting or incorporated in the building by the owner or user with the owner's authorisation must be taken into account, as well as the proportional value of common areas.

When calculating the building capital, the land value is not taken into account.

In the case of buildings for expropriation or demolition, the capital shall correspond to the property's register value.

- b) **CAPITAL OF MOVEABLE PROPERTY WITHIN THE CONTENTS:** It shall correspond to the insured amount underwritten by the Policyholder and indicated in the Schedule of the Policy. The insured amount therein will be common to all insured moveable property, regardless of its nature, including the sub-limits of the compensations provided for Special Objects.

The value of the insured amount must correspond, both at the date of conclusion of the contract and at each moment of its duration:

- i. **In case of Electronic Equipment and Computer Software:**
  - At the cost of replacement of the goods with their value as new, or
  - When identical new goods are no longer marketed, at the cost of new goods with similar features, capacity and performance, or
  - If the equipment is repairable, the costs necessary to restore the equipment to its original condition as immediately before the claim, plus assembly, disassembly and freight costs, as the case may be.
- ii. **In case of Art Objects, Antiques, Rarities and Historical Value Objects,** at their commercial value in the relevant market.
- iii. **In case of Furniture and Other Contents,** at the cost of replacement of the goods under the contract with equal or equivalent new goods, except in case of:
  - Goods included in rented furnished homes, whose compensation shall be calculated based on their value as new, at the claim date, depreciated in function of the conservation status and wear and tear,
  - Goods that have fell into disuse and are already technologically obsolete, which shall be compensated in function of their commercial value.

- iv. **In case of Special Objects that were not mentioned** or valued per unit, notwithstanding their actual value, if it is lower, the maximum insured amounts to be considered are those indicated in the Schedule,
  - v. **In case of Panels, Covers, Sheets, Sheds, Greenhouses or Tunnels:**
    - Regarding components manufactured with so-called non-resistant materials, at the cost as new of said components, depreciated by age, conservation status and wear and tear,
    - Regarding components manufactured with so-called resistant materials, at the cost of replacement of said components with other new components or at the cost of reconstruction, if possible and less costly.
3. **Whenever there are new purchases of goods or enhancements, the Policyholder shall be required to update the insured amount of the contract.**
  4. **Where the cover of Seismic Phenomena is agreed in respect of either the insured amount of the Building or the insured amount of the moveable property, the Insured may take up a portion of the insured amount in accordance with the percentage agreed in the Schedule for the purpose.**
  5. **OTHER INSURED AMOUNTS: Concerning the covers listed in the Special Conditions and to which the determination of insured amount of the contract does not apply, as defined in paragraph 1, the insured amounts will be the ones indicated in the Schedule.**

#### Clause 19 – Insured Amount Update

Under an express convention in the Schedule and under the terms thereof, the Policyholder or the Insured and the Insurance Company may agree to an annual update, indexed or agreed, of the insured amounts.

#### Clause 20 – Insufficient or Excessive Insured Amount

1. **Except as agreed otherwise, if – at the time of the claim, the value insured under this Contract is less than the one determined as provided for in Clause 18 above, the Insurance Company will be liable only in that proportion, and the Policyholder or the Insured will be liable for the remaining portion of the loss, as if s/he was the Insurance Company, except if the difference is equal to or lower than 15%.**
2. Upon the extension/renewal of the contract, the Insurance Company will inform the Policyholder of the provisions contained in the preceding paragraph and in Clause 19, as well as of the insured value retained for compensation purposes in the event of total loss, and also about the criteria for the calculation thereof, under the penalty of not applying the proportional reduction provided in the preceding paragraph in accordance with the degree of non-compliance.
3. **Except where otherwise provided for, if the insured value under this Contract shall be - at the time of the claim, greater than the one calculated as provided for in paragraph 2 of Clause 18 in respect of the insured Building, the compensation payable by the Insurance Company will not be greater than the cost of reconstruction or than the cadastral value as provided in said paragraphs.**

4. In the case provided for in the preceding paragraph, the Policyholder or the Insured may always request the reduction of the contract which - where both parties are acting in good faith, shall determine the reimbursement of the excessive premiums paid during the two years preceding the reduction request, after the deduction of the proportionally calculated acquisition costs.
5. Where different goods are insured for separately designated values and amounts, the provisions in the above paragraphs shall apply to each individually, as if they were covered under different insurances.

#### Clause 21 – Multiple Insurance Policies

1. If the same risk regarding the same interest is guaranteed for an equal period by several Insurance Companies, the Policyholder or the Insured must notify the Insurance Company as soon as they become aware of that fact, as well as when they are reporting a claim.
2. The fraudulent omission of the information provided for in paragraph 1 exonerates the Insurance Company of the obligation to pay benefits/compensation.
3. Claims within the scope of the contracts referred to in paragraph 1 may be compensated by any of the Insurance Companies, by choice of the Insured, within the limits of the respective obligation.

### CHAPTER VI

## Obligations and Rights of the Parties

#### Clause 22 – Obligations of the Policyholder and of the Insured

1. In case of an event giving rise to a claim covered by this Contract, the Policyholder or the Insured undertake as follows:
  - a) **To report such claim to the Insurance Company, in writing, as early as possible and never later than eight (8) days from the occurrence thereof, or from the date they become aware of such occurrence, providing clarifications about the circumstances, the probable causes and the consequences of the claim,**
  - a) To make their best efforts to prevent or to circumscribe the consequences of the claim, which include, within reasonable terms, the non-removal or alteration, or the non-approval of removal or alteration, of any vestige of the event giving rise to a claim without the previous agreement of the Insurance Company, that is, the safekeeping and conservation of salvage,
  - b) To provide any information that the Insurance Company may require regarding the claim and the consequences thereof,
  - c) Not to hinder the subrogation right by the Insurance Company in the rights of the Insured against the third party responsible for the claim, resulting from the cover of the claim by the Insurance Company,
  - d) To comply with all safety provisions under the law, legal regulations or Clauses of this Contract.

2. The Policyholder or the Insured also undertake:
  - a) Not to voluntarily aggravate the consequences of the claim, or intentionally hinder the salvaging of the insured goods,
  - a) Not to subtract, deny access to, hide or sell salvage,
  - b) Not to impede, hinder or not provide cooperation to the Insurance Company whilst the causes of the claim are being verified, or regarding the conservation, improvement and sale of salvage,
  - c) Not to exaggerate in bad faith the amount of the damage or indicate goods that were not damaged by the claim,
  - d) Not to resort to fraud, simulation, false statements or any other fraudulent means, as well as false documents to justify the claim,
  - e) Not to agree or pay any non-judicial indemnification, enter into compromises or advance the payment of any amount in the name of the Insurance Company,
  - f) As soon as possible, to file a complaint to the competent authorities about theft, robbery or acts of vandalism of which they were victims, providing the Insurance Company with the respective supporting document, in case the theft and robbery or acts of vandalism insurance has been subscribed,
  - g) To notify the Insurance Company, within the following 48 hours, of the recovery of the stolen or robbed property, in case the theft and robbery insurance has been subscribed.
3. Non-compliance with the provision in subparagraphs a) to c) of paragraph 1 will determine (except as provided in paragraph 4 below):
  - a) The decrease in the benefit paid by the Insurance Company taking into account the loss said non-compliance may cause,
  - a) The loss of cover in the event of fraud causing a significant loss to the Insurance Company.
4. In case of non-compliance with the provisions in paragraph 1 a) and c), the penalty provided in the above paragraph will not be applicable if the Insurance Company becomes aware of the claim by other means during the eight-day (8) period provided therein, or if the person obliged to report the claim reasonably proves that the s/he could not have made said communication at an earlier time.
5. Non-compliance with the provisions in paragraphs 1 and 2 will determine the liability by the non-compliant for losses and damage.

### **Clause 23 –Obligation of the Insurance Company to Pay for Expenses Incurred for Removing and Mitigating the Claim**

1. The Insurance Company will pay to the Policyholder or to the Insured any expenses incurred for complying with the duty provided for in paragraph 1 b) of the preceding Clause, provided said expenses are reasonable and commensurate and even if the means used prove to be inefficient.
2. The expenses referred to in the above provision shall be paid by the Insurance Company before the claim settlement date, when requested by the Policyholder or by the Insured,

provided said reimbursement is not precluded by the circumstances and provided that the claim is covered by the insurance.

3. The value owed by the Insurance Company under paragraph 1 is deducted from the amount of the available insured value, except if it corresponds to expenses made in compliance with actual instructions given by the Insurance Company or if the autonomous cover thereof is provided under the contract.
4. In case of an insurance made for a value that is less than the value of the insured interest at the time of the claim, the payment to be made by the Insurance Company according to paragraph 1 will be reduced in the proportion of the interest covered and of the interests at risk, unless the expenses payable arise from compliance with actual instructions given by the Insurance Company or if the autonomous cover thereof is provided under the contract.
5. **The disbursement of expenses for the removal and mitigation of the claim, made with the prior agreement of the Insurance Company, shall not be construed as recognition of liability for the claim on the part of the Insurance Company.**

#### Clause 24 – Inspection of the Place of the Risk

1. The Insurance Company will be entitled to have an accredited and appointed representative inspect the insured goods and check if the contractual obligations were complied with. Any information requested to the Policyholder or to the Insured must be provided.

In case the Policyholder or the Insured or their representatives should refuse, without good reason, to authorise the Insurance Company to carry out the above procedures, the Insurance Company shall be entitled to cancel the contract for a just cause as provided for in Clause 16.

#### Clause 25 – Obligations of the Insurance Company

1. The inspections and expert reviews required to recognise the claim and to assess the damage must be conducted by the Insurance Company in a prompt and diligent manner, under the penalty of becoming liable for losses and damage.
2. The Insurance Company must pay the compensation, or authorise the repair/reconstruction, when the inspections and expert reviews required to recognise the claim and to set the amount of the damage are conducted, without prejudice to advance payments, whenever such payments are appropriate.
3. If within thirty (30) days after the procedures mentioned in paragraph 2 are conducted and no compensation has been paid or the repair/reconstruction has not been authorised, for unjustified cause or for a cause ascribable to the Insurance Company, interest at the statutory rate is due respectively regarding the amount of the compensation or the average costs at market value of the repair/reconstruction.

## CHAPTER VII

### Processing of the Compensation or of the Repair/Reconstruction

#### Clause 26 – Determination of the Compensation or of the Repair/Reconstruction Value

1. In the event of a claim, the assessment of the value of the insured property, as well as of the damage, is performed between the Insured and the Insurance Company, even if the Contract is effective in favour of third parties.
2. Except where otherwise provided for, the Insurance Company will not indemnify aggravation resulting from the repair/reconstruction costs of the insured buildings in consequence of alteration in the alignment or changes to be introduced in the characteristics of the construction thereof.
3. If the construction is to be carried out in the land belonging to a third party, it is hereby agreed that in the event of a claim, the compensation will be used directly for repairing or reconstructing the building on the same land.

Concerning improvements in buildings owned by the third parties made by Insured persons who are tenants or constructions made on land owned by third parties, if any, covered by the contract, the Insurance Company will pay for the damage withstood by said buildings if their reinstatement is possible. If reinstatement proves to be impossible due to the rescission of the lease by the landlord as a consequence of the claim, the compensation payable will be equal to the value that the destroyed materials would have in case of demolition.

#### Clause 27 - Payment of Compensation

1. The Insurance Company pays the compensation in cash whenever the replacement, reinstatement, repair or reconstruction of the insured property, whether destroyed or damaged, is not possible, does not fully repair the damage, or is excessively expensive to the debtor.
2. Where a compensation in money is not provided under the Contract, the Insured shall provide to the Insurance Company or to the person indicated by the Insurance Company all reasonable co-operation for the prompt reinstatement of the situation that existed before the claim, under the penalty of becoming liable for losses and damage.

#### Clause 28 - Automatic Reduction of the Insured Amount

Except where otherwise provided for, upon the occurrence of a claim, the insured amount will be automatically reduced during the period of the contract by the amount of the compensation without giving rise to the return of the premium.

#### Clause 29 - Subrogation

After paying the compensation, the Insurance Company will become subrogated to the rights, actions and resources of the Insured against third parties responsible for the claim.

The Insured will by all means necessary guarantee such rights, under the penalty of becoming liable for losses and damage if s/he hinders or brings prejudice to said rights.

### Clause 30 - Property Held in Usufruct

The insurance of property held in usufruct is deemed to be for the common benefit of the owner and of the holder of the usufruct, even if it was taken up by each of them separately. Except if otherwise provided for in the Schedule, it will be deemed that both parties contributed to pay the premium.

In the event of a claim, compensation will be paid against a receipt jointly signed by both parties.

### Clause 31 - Mortgage Holders / Third Parties with Protected Rights

1. Without prejudice to Clause 12, in case of cancellation or changes to the contract that may hinder the position of the Mortgage Holder / Third Parties with protected rights under the contract, the Insurance Company will notify them of such cancellation/changes within twenty (20) days.
2. Where compensation is paid to a Mortgage Holder or to a Privileged Creditor, the Insurance Company will be entitled to require, at the Insurance Company's sole discretion, that the payment will be made in a manner allowing the release of the debt in respect of the portion of the compensation paid.
3. Any situations of exception, nullity and other that may be opposed to the Insured under the contract or under the Law, will also be opposable to third parties that may benefit from this Contract.

## CHAPTER VIII

### Sundry Provisions

#### Clause 32 - Intervention of an Insurance Intermediary

1. No insurance intermediary shall be deemed to be authorised to execute or to cancel contracts, to undertake or to change contractual obligations or to validate additional declarations in the name of the Insurance Company, except as provided for in the paragraphs below.
2. Only insurance intermediaries specifically empowered, in writing, by the Insurance Company, will be entitled to execute or to change contractual undertakings or to validate additional declarations in the name of the Insurance Company.
3. Notwithstanding the absence of specific powers on the part of the insurance intermediary, the insurance contract will be deemed valid when there are ponderous motives, of an objective nature and taking into account the circumstance of the case, that justify the trust of the Policyholder, acting in good-faith, in the legitimacy of the intermediary, provided the Insurance Company has also contributed to build the Policyholder's trust.

#### Clause 33 - Co-insurance

If a risk covered by the contract is distributed by several Insurance Companies, it will be subject to the Standard Co-Insurance Clause.

### Clause 34 - Communications and Notices between the Parties

1. The communications and notices to be made by the Policyholder or by the Insured under the Policy will be deemed valid and effective when sent to the registered office or to the branch of the Insurance Company as the case may be.
2. The communications and notices sent to the address of the Insurance Company's representative outside Portugal in respect of claims covered under this Policy, as provided in paragraph 1, will also be deemed valid and effective.
3. The communications provided in this Contract will be made in writing or made by another means leaving a permanent record.
4. The Insurance Company will be required to send the communications provided in this Contract only if the intended recipient thereof is duly identified in the contract and such communications will be considered as having been made if delivered to the address indicated in the policy.

### Clause 35 - Territorial Scope

Except where otherwise provided for in the Schedule, this Contract will only be effective with respect to events occurring in Portugal.

### Clause 36 - Applicable Legislation and Arbitration

1. The Contract will be governed by Portuguese Law.
2. Any complaints in respect of this Contract may be submitted to the Branches of the Insurance Company or through the Internet at [www.tranquilidade.pt](http://www.tranquilidade.pt), as well as to *Autoridade de Supervisão de Seguros e Fundos de Pensões* ([www.asf.com.pt](http://www.asf.com.pt)).
3. Any disputes arising from or in connection with this Contract may be submitted to a court of arbiters, as provided for in the Law.

### Clause 37 - Venue

The venue with jurisdiction to decide any disputes arising from or in connection with this Contract is the one determined by Civil Law.

### Clause 38 – International Sanctions and Counter-terrorism financing

1. **Generali Seguros, S.A. is not obligated to underwrite any cover/risk, nor shall it be liable to pay any claim compensation, or to provide any service or benefit, to the extent that such underwriting, payment of claim compensation or provision of any benefit would expose the Insurer to any sanction, prohibition or restriction under the United Nations Resolutions, or any other economic or trade sanctions, laws or regulations of the European Union, the United States of America and/or Portugal.**

**For purposes of compulsory insurance, the above exclusion of liability only applies in cases where the sanctions are applicable to the Portuguese legal system.**

2. **In compliance with international and national standards, as well as good business practices, the Insurer reserves the right to refuse the insurance subscription form or to cancel, unilaterally, the policy and/or freeze the funds/assets if the Policyholder/Insured or any persons associated therewith are included in the international terrorist watch lists.**

#### Clause 39 – Communicable Diseases Exclusion

1. This Clause is of an interpretative nature.
2. For the purposes of this Clause, the following concepts and definitions shall apply:
  - a) **COMMUNICABLE DISEASE:** any disease that can be transmitted between organisms by means of any substance or agent, where:
    - i. the substance or agent includes (but is not limited to) a virus, bacterium, parasite or other organism, or any variation thereof, whether considered living or not, and
    - ii. the method of transmission, whether direct or indirect, includes (but is not limited to) airborne transmission, body fluid transmission, transmission to or from any surface or object, solid, liquid or gas or between organisms, and
    - iii. the disease, substance or agent is likely to cause harm to human health or well-being or may cause damage, deterioration, loss of commercial value, loss of use or limitation of property rights.
  - b) **INTERRUPTION OR REDUCTION OF ACTIVITY:** the interruption or reduction of the Insured's normal activity, the interruption of business, or the loss of markets due to events beyond the control of the Insured, and other consequential losses.
3. **Any direct or indirect losses, damages, liabilities, costs or expenses of any kind, as well as pecuniary losses resulting from the interruption or reduction of the Insured's activity are excluded from the Contract, when caused by:**
  - a) **Communicable diseases, as well as the fears or threats, (whether real or perceived as such) related to those diseases,**
  - b) **Suspension or closure of activity, determined by a competent authority, with the aim of reducing or limiting the spread of communicable diseases,**
  - c) **A combination of both of the causes mentioned above.**
4. **This exclusion does not apply to the fire cover, when subscribed as compulsory insurance.**

#### Clause 39 – Cyber Risks Exclusion

1. **For the purposes of this Clause, the following definitions shall apply:**
  - a) **CYBER LOSS:** any loss, damage, liability, cost or expense of any kind, directly or indirectly resulting from or in connection with any Cyber Act or Incident, including, but not limited to, any action taken in the control, prevention, suppression or mitigation of any such act or incident.

- b) **CYBER ACT:** an unauthorized, malicious or criminal act or a series of related unauthorized, malicious or criminal acts, regardless of the time or place at which they are committed, or the threat or simulation involving access to, processing of, or the use or operation of any Computer System.
- c) **CYBER INCIDENT:**
  - i. any error or omission or series of related errors or omissions involving access to, processing of, use or operation of any Computer System, or
  - ii. any total or partial unavailability, failure or series of related total or partial unavailability, or failure to access, process, use or operate any Computer System.
- d) **COMPUTER SYSTEM:** any computer, hardware, software, communication system, electronic device (including, but not limited to, smartphones, laptops, tablets, personal use devices), servers, cloud servers, microcontrollers, including any similar system or the configuration of the equipment and devices mentioned above, as well as any input, output, data storage device, network equipment, or backup facilities, owned or operated by the Insured or any other party.
- e) **DATA:** information, facts, concepts, code or any other information of any kind that is recorded or transmitted in order to be used, accessed, processed, transmitted, or stored by a Computer System. Data are not considered physical and/or tangible assets.
- f) **DATA PROCESSING MEDIA:** Any machine or equipment on which Data can be stored, excluding the Data itself.

## 2. Scope

- a) **Irrespective of any provision to the contrary in the General or Special Conditions, as well as in the Schedule of the policy, unless such provision is contained in a separate Clause in the Schedule guaranteeing cover for cyber risks and expressly derogating from this exclusion, the following are excluded from the scope of cover of this policy:**
  - i. **Damages resulting from cyber risks,**
  - ii. **Any losses, damages, liabilities, claims, costs or expenses of any kind, directly or indirectly resulting from or related to any loss of use, impairment, repair, replacement, restoration or reproduction of any data, including any amounts relating to the value of that data, regardless of whether any other cause or event contributed concurrently or consequentially to any of the foregoing.**
- b) **This exclusion does not apply to the fire cover, when subscribed as compulsory insurance.**

**To this end, it is clarified that:**

- i. **Data are not considered physical and/or tangible assets, so their potential value is not covered.**
- ii. **The Operating Losses cover, when contracted, is activated in the event of material damage eligible for compensation under the policy guarantees.**

**In the event that Data Processing Media owned or operated by the Insured is covered under the policy and suffers a physical loss or damage covered by this policy, subject to all the terms, conditions, limitations and exclusions of the policy, the cost of repair or replacement of the affected Data Processing Media,**

including the cost of copying the backup or original Data from a previous generation media, is covered. These costs will not include research and engineering or any costs of recreating, collecting or assembling the Data. If such Data Processing Media is not repaired, replaced or restored, the basis of assessment will be the cost of the blank Data Processing Media. However, this policy excludes any indemnity to the Insured or any other entity in respect of the value of such Data even if such Data cannot be recreated, collected or assembled.

- c) If any part of this Clause shall be deemed invalid or unenforceable, this shall not affect the validity of this Clause in the part not directly affected.
- d) This Clause derogates from and replaces any provisions of the policy to the contrary on the same subject matter and in case of conflict shall prevail over them, unless expressly indicated in a separate Clause for affirmative coverage of cyber risks.

## SCHEDULE

Where provided in the Schedule, the following Particular Clauses will apply to the contract:

### INDEXED UPDATE OF INSURED AMOUNTS

1. Without prejudice to the provision in Clause 19 of the General Conditions, it is hereby expressly agreed that the value insured under this Contract in respect of the building, specified in the Schedule, shall be automatically updated upon each Annuity in accordance with the variation of the quarterly index published by the Autoridade de Supervisão de Seguros e Fundos de Pensões (ASF) as per article 135(1) of the Legal Regulations governing Insurance Contracts, approved by Decree-Law no. 72/2008 of 16 April 2008.
2. The parties are entitled to agree in the Schedule on a shorter period than the Annuity for the update provided for in the previous paragraph.
3. The updated insured value - as indicated in the receipt of the premium, will correspond to the insured value mentioned in the Schedule multiplied by the factor resulting from the division of the Annuity Index by the Basic Index.
4. The premium reflects the updated amount under the terms of paragraph 3.
5. For the purposes of this Special Condition, the following expressions will have the meanings set forth below:
  - a) **Basic Index:** The index that corresponds to the commencement date of effectiveness of the policy or of the subscription of this cover, without prejudice to paragraph 8 of this Special Condition,
  - b) **Annuity Index:** The index corresponding to the commencement date of each annuity, under the terms of paragraph 7,
  - c) The basic index is mentioned in the Schedule of the contract, and the annuity index is mentioned in the receipt of the premium.
6. The indexes referred to in paragraph 5 are applied to each contract according to the following table:

Commencement and annuity of the policy	IE Index (Index of Buildings) published by A.S.F. on
1 <sup>st</sup> Quarter of each year	October of the previous year
2 <sup>nd</sup> Quarter of each year	January of the same year
3 <sup>rd</sup> Quarter of each year	April of the same year
4 <sup>th</sup> Quarter of each year	July of the same year

7. In case the Policyholder shall request an increase of the insured value – either as a result of the revaluation of the insured goods, or of improvements or of the inclusion of new goods, the Basic Index indicated in the contract will be replaced by the index corresponding to the quarter where said change took place, as per the above table.
8. Except where otherwise provided for, in compliance with paragraphs 1 and 3, only the value of the insured building or of the insured proportion thereof shall be updated.
9. The provision in this Clause does not exempt the Policyholder from revising the insured amount, either by revaluating the insured goods and improvements or by including new goods.
10. In case of a claim and if the insured amount is equal to or above 85 per cent of the reconstruction cost of the insured goods, the proportional rule provided in paragraph 1 of Clause 19 of the General Conditions will not apply.
11. The Policyholder will be entitled to renounce the update provided for in this Special Condition, by notifying the Insurance Company at least sixty (60) days before the annual renewal date of the policy.

#### **CONVENTION ON THE UPDATE OF INSURED AMOUNTS**

1. Without prejudice to the provisions in Clause 19 of the Standard General Conditions, it is hereby agreed that the insured amount guaranteed by this policy and provided for in the Schedule will be automatically updated on each annual renewal date, or other time frame provided for, in accordance with the percentage indicated in the Schedule.
2. The updated insured amount, applicable to the next annuity, or to the non-annual contractual period provided for, is indicated in the receipt of the corresponding premium.
3. The provision in this Clause does not exempt the Policyholder from revising the insured amount, either by revaluating the insured goods and improvements or by including new goods.
4. In case of a claim and if the insured amount is equal to or above 85 per cent of the reconstruction cost of the insured goods, the proportional rule provided for in paragraph 1 of Clause 20 of the General Conditions will not apply.
5. The Policyholder will be entitled to renounce the update provided for in this Special Condition by notifying the Insurance Company at least sixty (60) days before the annual renewal date of the policy.

#### **STANDARD CO-INSURANCE CLAUSE**

1. It is hereby established that this Contract is executed under Co-Insurance, meaning that the risk is underwritten by two or more insurance companies, called the Co-Insurers, one of which is the “leader”, but not acting in solidum, under a single insurance Contract, with equal guarantees and periods and for a global premium.
2. This Contract comes under a single Policy, issued by the leader, and signed by all Co-Insurers, indicating the share or the percentage of the insured value that each Co-Insurer underwrites.

3. The leader will manage the Contract on its behalf and on the behalf of the Co-Insurers, and it will be responsible for the following:
  - a) Receive the statement of the risk to be insured from the Policyholder as well as any subsequent statements indicating the increase or the decrease of that risk,
  - b) Review the risk and determine the conditions of the cover and the price thereof,
  - c) Issue the Policy, notwithstanding the fact that it may have to be signed by the other Co-Insurers,
  - d) Collect premiums and issue the correspondent receipts,
  - e) In case of failure to pay a premium or a fraction thereof, perform the actions provided for in Legal Framework of Insurance Contracts,
  - f) Receive claims and settle them,
  - g) Accept and propose the termination of the Contract.
4. The claims arising under this contract may be settled in any of the following manners, to be expressly provided for in the Schedule of the policy:
  - a) The leader will settle the entire claim on its behalf and on the behalf of the other co-insurers,
  - b) Each co-insurer will settle the portion of the claim corresponding to the share of the risk it guarantees or to the percentage of the insured amount covered.
  - c) The leader may be held liable unto the other Co-Insurers for losses arising from the failure to comply with the above functions, such facts not to cause a prejudice to the Insured.

### **FUEL IN A PRIVATE GARAGE**

Under this Particular Clause, for the purpose of the initial risk statement, and in respect to the eventual existence of fuel in a private garage, it is an express condition for the validity of this contract that the Insured shall not keep in his/her individual garage / box more than 100 litres of flammable fuel, further to the fuel contained in vehicle tanks.

### **BUTANE AND/OR PROPANE GAS**

Under this Particular Clause, for the purpose of the initial risk statement, and in respect to the eventual existence of butane or propane gas in the insured building, it is an express condition that gas bottles should be kept in ventilated places and that the replacement thereof is always conducted under daylight or electric light conditions, far from any fire or flame.

Also in relation to the same fuel, the responsibility of the Insurance Company shall remain up to the limit of 130 kg at no additional premium.

## SPECIAL CONDITIONS

Where expressly provided for in the Schedule and up to the limits indicated therein, the following damage, losses and expenses specified in the Special Conditions will be guaranteed in an optional basis, as per Clause 2, paragraph 4, of the General Conditions.

The provisions in these Special Conditions - where applicable, shall apply in addition to the provisions in the General Conditions.

## SERIOUS DAMAGES

### STRIKERS' ACTION

#### Single Clause - Scope of Cover

1. This Special Condition covers losses or damage directly caused to the insured goods arising from **Strikers' Action**.
2. The guarantee covers damage caused to the insured goods:
  - a) By persons involved in strikes or labour disturbances,
  - b) As a direct consequence of riots or public disorder resulting from strikers' action,
  - c) By any legal authority in respect of the occurrences provided in the above subparagraphs for the preservation and protection of people and property.

### ACTS OF VANDALISM

#### Clause 1 - Scope of Cover

1. This Special Condition covers losses or damage directly caused to the insured goods arising from **Acts of Vandalism**.
2. The guarantee covers damage caused to the insured goods by:
  - a) Acts of vandalism, defined as acts damaging the insured goods and committed by the author thereof with the exclusive intent of inflicting such damage,
  - b) Actions of any legal authority in respect of the occurrence provided in the above subparagraph for the preservation and protection of people and property.

#### Clause 2 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following will not be guaranteed:**

- a) **Acts of terrorism, as defined in the Portuguese criminal legislation in force,**
- b) **Acts of sabotage, as defined in the Portuguese criminal legislation in force,**
- c) **Acts committed by tenants (current or former), as well as any person related to them, including deliberately caused fire (arson),**

- d) Any losses or damage arising from demonstrations organised and specifically called to protest against any persons or institutions, as well as against the existing social and political order,
- e) Any losses or damage caused to the insured goods through the use of explosives, missiles or of any other type of military weaponry.

## WATER DAMAGE

### Clause 1 – Scope of Cover

1. This Special Condition guarantees **Damage** directly caused by **Water** to the insured goods.
2. This guarantee covers damage of a sudden and unforeseen nature caused by rupture, clogging or overflow of the internal water distribution and drainage network and of the rainwater drainage system of the insured building containing the insured goods, as well as the devices and utensils connected to the water distribution network of the building and the connections.

### Clause 2 – Exclusions

Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following loss or damage will not be guaranteed:

- a) To movable goods kept outdoors,
- b) Caused by taps left open, except in cases of lack of water supply,
- c) Caused by infiltrations through walls or ceilings, or by dampness or condensation, except if it is a damage resulting from this cover,
- d) Resulting from the search for or repair of ruptures or clogging, except when the expenses are required to repair the insured building,
- e) Contractually ascribable to third parties in their capacities of supplier, plumber and/or builder,
- f) Involving the repair or replacement of the equipment where the claim originated, including sanitary equipment and its accessories, boilers, storage heaters, instant heaters, radiators, air conditioning, and, in general, any appliance connected to fixed installations, including household appliances.

## FIRE, LIGHTNING OR EXPLOSION

As per the conditions provided for in Clauses 2 and 3 of the General Conditions of the Policy.

## FLOODING

### Clause 1 – Scope of Cover

1. This Special Condition guarantees damage to the insured goods directly caused by **Flooding**.
2. The guarantee covers flooding damage caused to the insured goods by:
  - a) Waterspout or torrential rain,

- b) Bursting of ducts, drains, dykes or dams,
  - c) Flash floods or overflow of natural or artificial waterbeds or rivers.
3. The damage occurring during 48 hours after the insured goods sustained the first damage will be considered as a single claim.

## Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following loss or damage will not be guaranteed:**

- a) **Caused by the action of the sea and other marine surfaces,**
- b) **To movable goods kept outdoors,**
- c) **In protection devices (such as shutters and closed balconies), walls, enclosures, doors, external blinds, however, these will be covered if accompanied by the total or partial destruction of the building containing the insured goods,**
- d) **Caused by infiltrations through doors, windows, walls or ceilings, or by dampness or condensation, except if it is damage resulting from the covers provided in these risks.**

## STORMS

### Clause 1 - Scope of Cover

1. This Special Condition guarantees damage to the insured goods directly caused by **Storms**.
2. The guarantee covers damage caused by:
  - a) Hurricanes, cyclones, tornadoes and the direct action of strong winds or the impact of objects (originating from outside the place of risk) projected by them (where their violence destroys or damages several buildings of sound construction, or objects or trees within a radius of 5 km around the insured goods).
  - b) Buildings of sound construction will be deemed to be those whose structure, outer walls and cover are built in accordance with the regulations in force at the time of construction, using materials which are wind-resistant, namely reinforced concrete, masonry and ceramic tiles,
  - c) Flooding by the fall of rain, snow or hail, provided that said atmospheric agents enter the building as a result of damage caused by the hazards provided in a), and provided that said damage occur within 48 hours of the partial destruction of the building.
3. For the purpose of this cover, strong winds are considered to be those that reach a speed over 90 Km/hour.
4. The damage occurring during 48 hours after the insured goods sustained the first damage will be considered as a single claim.

## Clause 2 - Exclusions

Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following loss or damage will not be guaranteed:

- a) Caused by the action of the sea and other marine surfaces, even if they are the result of a storm,
- b) To movable goods kept outdoors, and the damages they may cause to the insured property,
- c) In protection devices (such as shutters and closed balconies), walls, enclosures, doors, covers, external blinds, however, these will be covered if accompanied by the total or partial destruction of the building containing the insured goods,
- d) Caused by the penetration of rain water through roofs, chimneys, doors, windows, roof windows, terraces and covered terraces, and also by the overflow of water in pipes or sewers not belonging to the building,
- e) Caused by infiltrations through walls or ceilings, or by dampness or condensation, except if it is a damage resulting from this cover.

## GROUND SUBSIDENCE

### Clause 1 - Scope of Cover

This Special Condition guarantees damage to the insured goods directly caused by the following geological phenomena: **Ground Subsidence, Slippage, Fall and Sinking.**

### Clause 2 - Exclusions

Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:

- a) The total or partial collapse of the insured structures, not caused by the guaranteed geological risks,
- b) Occurring in buildings or in other insured goods laying over foundations that do not meet the technical standards or the regulations in force, in accordance with the characteristics of the grounds and with the type of constructions,,Arising from deficient construction and/or design taking into account the characteristics of the grounds, as well as damage to insured goods subject to continuous erosion or to the action of water, except if the Insured proves that said damage has no connection with said phenomena,
- c) Withstood by the insured goods if, at the time of the occurrence, the building already had damaged walls, ceilings, drain pipes or roofs, having fallen or slipped from its foundations,
- d) Caused by settlement or compacting of the grounds on which the insured goods lie,
- e) Caused by the saturation of the ground as a result of rain fall, namely cracks on inner and outer walls or the subsidence of pavements.

## FALL OF HAIL AND SNOW

### Clause 1 – Scope of Cover

This Special Condition guarantees damages caused to the insured goods by direct action of hail or the weight arising from accumulation of snow.

### Clause 2 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Caused by infiltrations through walls and/or ceilings, oxidation, humidity and/or condensation,**
- b) **Caused to buildings that are in construction, transformation or demolition stage that are not fully enclosed and covered by doors, windows and roofs properly installed,**
- c) **Caused to buildings that fall under the conditions provided for in paragraph 3 a) and b) of Clause 3 of the General Conditions (fragile or illegal constructions),**
- d) **Caused to moveable goods kept outdoors, including non-fixed or permanent protection devices for the outdoor environment, and to personal use items such as laptops, smartphones, mobile phones, tablets, consoles, watches and smartwatches or similar.**

## GOODS KEPT OUTDOORS

### Clause 1 – Scope of Cover

1. Damages occurring to movable property outdoors in partially enclosed annexes, gardens, patios, and balconies existing at the place of risk, as a result of a claim falling under the covers for Storms, Flooding, or Fall of Hail and Snow, are guaranteed, including non-fixed or permanent protection devices for the outdoor environment. These goods are limited to the cover capital.
2. This Special Condition derogates the provisions in par. b) of Clause 2 of the Special Condition “Storms”, par. b) of Clause 2 of the Special Condition “Flooding” and par. d) of Clause 2 of the Special Condition “Fall of Hail and Snow”.

### Clause 2 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to the present cover, damages caused to personal use items such as laptops, smartphones, mobile phones, tablets, consoles, watches and smartwatches or similar are not covered.**

## BREAKAGE AND FALL

### COLLISION WITH OR IMPACT OF SOLID OBJECTS

#### Clause 1 – Scope of Cover

1. This Special Condition guarantees damage to the insured goods as a direct consequence of **Collision with or Impact of Solid Objects**, not originated by the goods.
2. This Special Condition also guarantees damages caused to the insured goods as a consequence of accidental fall of trees or parts thereof. For this purpose, accidental fall is considered to be any sudden and unforeseeable situation giving rise to the breakage of the main trunk of the tree and/or branches, as well as to its detachment by the root.

#### Clause 2 – Exclusions

**Any damage or loss caused by the following is excluded:**

- a) **To vehicles parked at outdoors parking lots,**
- b) **By trees whose ageing or degradation status suggests that they would eventually fall,**
- c) **By fall of trunks or branches, whose ageing or fragility status call for regular maintenance by whether the Insured or other entities. If the trees belong to third parties, it is the responsibility of the Insured, under penalty of becoming liable for loss and damage, to use their best endeavours in order to avoid the occurrence of damages to the insured goods,**
- d) **By any kind of boughs, leaves or substances produced thereby, namely resins or other products.**

### COLLISION OR IMPACT BY LAND VEHICLES OR ANIMALS

#### Clause 1 - Scope of the Cover

1. This Special Condition guarantees damage to the insured goods directly caused by **Collision or Impact by Land Vehicles or Animals**.
2. The guarantee covers damage caused by a collision or impact by land vehicles or animals, provided said damage is not ascribable to the Insured or a member of the Insured's household.

#### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Damage to the vehicles,**
- b) **Damage resulting from collision or impact by vehicles owned by the Policyholder/Insured.**

## ACCIDENTAL FALL OF FIXED FURNITURE

### Clause 1 – Scope of Cover

1. This Special Condition covers damages arising from the **fortuitous and accidental detachment of fixed furniture** (screwed or built-in) from walls of the insured home or of ceiling or wall lamps, caused to the following goods:
  - a) The detached furniture itself, the objects therein and any other goods in the vicinity thereof, provided they are insured by the policy,
  - b) The walls and floor directly affected by the fall of the goods referred to in the previous subparagraph, provided they are insured by the policy.
2. **The guarantees granted by this Special Condition are not cumulative with any others granted by the policy that cover the same goods and risks.**

### Clause 2 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Arising from detachment due to the fragility of the walls,**
- b) **Arising from detachment due to the installation of furniture or objects on inadequate supports,**
- c) **Verified due to the occurrence of seismic phenomena and within the 72 hours following the last manifestation thereof.**

## FALL OF AIRCRAFT

### Single Clause - Scope of Cover

1. This Special Condition guarantees damage to the insured goods directly caused by the **Fall of Aircraft**.
2. The guarantee covers damage caused by the impact or fall of aircraft of spacecraft or any part thereof, or of objects falling or thrown from them, as well as by the vibration or shock resulting from crossing the sound barrier by aircraft.

## BREAKAGE OR FALL OF ANTENNAE

### Clause 1 - Scope of Cover

1. This Special Condition covers the damage to the insured goods as a direct result of **Breakage or Fall of Antennae**.
2. This guarantee covers the damage caused by the accidental breakage or fall of external antennae for the reception of image and sound (TV, Radio and Parabolic), as well as of their masts and securing elements, including damage to the installation itself.
3. If the insured object only guarantees the home contents, this cover will only be effective if the property is rented to the policyholder and upon proof of ownership.

## Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, damage caused during assembly, disassembly and repair operations is not covered.**

## BREAKAGE OR FALL OF SOLAR OR PHOTOVOLTAIC PANELS

### Clause 1 - Scope of Cover

1. This Special Condition covers the damage to the insured goods as a direct result of **Breakage or Fall of Solar or Photovoltaic Panels**.
2. This guarantee covers damage caused by the accidental breakage or fall of solar or photovoltaic panels for the reception of energy, installed for the use of the Insured, including damage to the installation itself.
3. If the insured object only guarantees the home contents, this cover will only be effective if the property is rented to the policyholder and upon proof of ownership.

## Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions, applicable to this cover, the following damage will not be guaranteed:**

- a) occurred during assembly, disassembly, and repair operations,
- b) occurred during construction, repair, cleaning, or alteration works at the place of risk,
- c) arising from lack of equipment maintenance.

## BREAKAGE OF BATHROOM CERAMICS

### Clause 1 - Scope of Cover

1. This Special Condition covers damage arising from **Breakage of Bathroom Ceramics** in ceramic, glass or fibre.
2. This cover guarantees damage directly caused by the accidental breakage of bathroom ceramics at the place of the risk, when these are object of the insurance and owned by the Insured.
3. If the insured object guarantees only the home contents, this cover shall only guarantee bathroom ceramics that are not permanently connected to the building.

## Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following loss or damage will not be guaranteed:**

- a) Not resulting from breakage or fracture,
- b) Caused directly or indirectly by a source of heat,

- c) Arising from a defect in the product or of its placement,
- d) Caused to insured goods not placed on an adequate support.
- e) Occurred during construction, repair, or alteration works at the place of risk.

## **BREAKAGE OF GLASS, MIRRORS AND MARBLE SLABS**

### **Clause 1 - Scope of Cover**

1. This Special Condition guarantees damage corresponding to **Breakage of Glass, Mirrors and Marble Slabs or other decorative materials**.
2. This guarantee covers damage caused by an accidental breakage of mirrors and fixed glass plates and of marble slabs or other decorative materials at the place of risk owned by the Insured.
3. Damage to movable glass will only be covered if an insurance of contents is subscribed.

### **Clause 2 - Exclusions**

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) Not resulting from breakage or fracture,
- b) Caused directly or indirectly by a source of heat,
- c) Arising from a defect in the product, of its placement or from the assembly or disassembly or parts,
- d) Caused to insured goods not placed on an adequate support, To the supports and frames of the insured goods,
- e) To glasses or mirrors that are part of lamps or signs, as well as to decorative objects, optical crystals and image and sound devices,
- f) To motor vehicles,
- g) To glass-ceramic cook-tops, induction plates or any others that are an integral part of home appliances,
- h) Resulting from the loss of properties of the materials leading to the falling/breakage of stones,
- i) Occurred during construction, repair, or alteration works at the place of risk.

## **THEFT OR ROBBERY**

### **DAMAGE TO THE BUILDING ARISING FROM THEFT OR ROBBERY**

#### **Clause 1 - Scope of the Cover**

1. This Special Condition guarantees **Damage caused to the Insured Building arising from Theft or Robbery**.

2. The guarantee covers the payment of expenses for repairing or replacing the damaged goods which are an integral part of the insured building.

## Clause 2 - Definitions

Without prejudice to the insured goods situated outside the building, this Special Condition will only cover situations of theft by break-in, housebreaking or use of false keys, defined as follows:

- a) **Break-in:** The act of breaking or destroying any element or mechanism or any part thereof used to close or to deny internal or external access to the insured building,
- b) **Housebreaking:** The act of entering into the insured building or into a closed dependency thereof, through roofs, doors, windows, walls or through any construction intended to close or to deny entrance or passage, including through an underground opening not intended to serve as entrance,
- c) **False keys:**
  - i. Copied, counterfeit or altered keys,
  - ii. Using the true keys when accidentally or surreptitiously not in the power of the person duly entitled to use them,
  - iii. Crowbars or any instruments that can be used to open locks or other security devices.

## Clause 3 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Caused to movable property,**
- b) **Resulting from thefts of any kind, burglaries, or robberies committed by family members or persons linked to the policyholder through partnership, social connections, or employment contracts,**
- c) **Resulting from thefts or robberies committed by tenants (current or former), or anyone related to them,**
- d) **Resulting from thefts or robberies occurring during construction works at the place of risk, or in the event of climbing scaffoldings at neighbouring buildings, provided there is no forced entry into the building or unit where the insured property is located.**

## THEFT OR ROBBERY

### Clause 1 - Scope of Cover

1. This Special Condition guarantees the **Theft or Robbery** of the insured goods, as described below.
2. The guarantee covers loss or damage resulting from theft or robbery (actual or attempted) committed within the place or places of risk, including garages and storerooms if duly closed, in any of the following circumstances:
  - i. Break-in, housebreaking and false keys,

- ii. When the author or authors of the crime furtively enter the premises or hide therein with the intent of theft,
  - iii. When the author or authors of the crime resort to violence against the persons living at the place of risk or use threats against their physical integrity or in any manner making them unable to resist.
3. This guarantee also covers damage to the building containing the insured objects, as well as any losses resulting from the theft or robbery, actual or attempted.

## Clause 2 - Definitions

Without prejudice to the insured goods situated outside the building, this Special Condition will only cover situations of theft by break-in, housebreaking or use of false keys, defined as follows:

- a) **Break-in:** The act of breaking or destroying any element or mechanism or any part thereof used to close or to deny internal or external access to the insured building,
- b) **Housebreaking:** The act of entering into the insured building or into a closed dependency thereof, through roofs, doors, windows, walls or through any construction intended to close or to deny entrance or passage, including through an underground opening not intended to serve as entrance,
- c) **False keys:**
  - i. Copied, counterfeit or altered keys,
  - ii. Using the true keys when accidentally or surreptitiously not in the power of the person duly entitled to use them,
  - iii. Crowbars or any instruments that can be used to open locks or other security devices.

## Clause 3 - Exclusions

1. **Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following situations will not be guaranteed:**
- a) **Inexplicable disappearance or loss,**
  - b) **Pilfering of any kind, theft or robbery committed by members of the family of the Insured or by persons connected to the Insured as partners or employees,**
  - c) **Theft or robbery of movable goods in partially enclosed annexes, gardens, patios, balconies or in places commonly accessible by several people,**
  - d) **Theft or robbery committed by tenants (current or former), or anyone related to them.**
2. **Theft or robbery of special items, namely Jewellery and Precious Objects and Valuables, according to the General Conditions, kept in annexes, garages or storerooms outside the home, will also not be guaranteed.**

## ROBBERY OF MONEY/SECURITIES

### Clause 1 - Scope of Cover

1. This Special Condition covers the **Robbery of money/securities** with a monetary value.
2. The guarantee covers, up to the amount set out in the Schedule, loss and damage arising from the robbery of cash, in national or foreign currency, cheques and bills of exchange, sealed securities, money orders, shares and bonds.

### Clause 2 – Definition

For the purpose of this guarantee, Robbery is considered to be the illegitimate intention of appropriation or subtraction of moveable property of others, by means of violence, threat with imminent danger to life or physical integrity, or making them unable to resist.

### Clause 3 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, no compensation shall be payable if the perpetrators or accomplices of the robbery are:**

- a) **The Policyholder, the Insured or their family members,**
- b) **The Insured's employees.**

### Clause 4 – Validity Condition

This guarantee shall be valid exclusively if the robbery is reported to the competent authorities within 24 hours after the occurrence thereof, and the Insured must provide to the Insurance Company a document proving the robbery was reported.

## ROBBERY AGAINST THE PERSON

### Clause 1 - Scope of Cover

1. This Special Condition guarantees the extension of the cover for theft or robbery – where this cover is subscribed, to **Robbery against the Person**.
2. This guarantee covers damage withstood by the Insured and his/her Spouse (or person living with him/her under common law marriage) arising from robbery, committed outside the place or places of risk specified in the Policy, with violence or through threat to his/her life or physical integrity.
3. It is an express prerequisite for the effectiveness of this cover that the robbery is reported to the competent authorities within 48 hours, and the Insured must provide the Insurance Company with a supporting document regarding such action.
4. This cover is valid in Continental Portugal and in the autonomous regions of Azores and Madeira.

## Clause 2 – Guaranteed Goods

1. This guarantee covers the following goods: money, watches/clocks, personal items of gold and silver, other personal objects and clothing.
2. This guarantee also covers the compensation for duly justified expenses, with the reinstatement of personal documents (namely identity cards, drivers' licenses, credit cards), that have been stolen in the described conditions.

## THIRD-PARTY LIABILITY

### OWNER / TENANT THIRD-PARTY LIABILITY

#### Clause 1 – Definitions

In this Special Condition, the following terms and expressions will have the meanings set forth below:

- a) **Third party:** Anyone who, as a result of a claim covered by this guarantee, suffers damage which, in accordance with civil law and this policy, can be repaired or compensated,
- b) **Material damage:** Loss which, being susceptible of pecuniary evaluation, must be repaired or compensated and is recognised by a court or arbitral decision, made final and absolute, or results from an agreement or transaction in which the Insurer takes part or to which it gives prior written approval,
- c) **Non-material damage:** Loss which, though not susceptible of pecuniary evaluation, must nonetheless be compensated through the fulfilment of a pecuniary obligation and is recognised by a court or arbitral decision, made final and absolute, or results from an agreement or transaction in which the Insurer takes part or to which it gives prior written approval,
- d) **Personal injury:** Damage resulting from injury to physical or mental health,
- e) **Property damage:** Damage resulting from injury to movable, immovable or animal property.

#### Clause 2 – Scope of Cover

1. This Special Condition aims to guarantee non-contractual third-party liability, which according to civil law, is ascribable to the Insured exclusively in their capacity as **Owner or Tenant** of the insured property.
2. Damages, whether material or non-material, directly resulting from personal injuries or property damage caused to third parties as a result of the ownership of the insured property, as well as resulting from their capacity as a tenant of the place of risk, are guaranteed up to the insured capital limit specified in the Policy Schedule.

This guarantee is limited to the consequences of acts or omissions giving rise to liability occurring during the contract validity period and claimed within one (1) year after the end of the contract or this guarantee.

### Clause 3 – Exclusions

Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following will not be guaranteed:

- a) Situations arising from industrial, commercial, or professional activities performed on the property,
- b) Damages sustained by the Insured and their household, as well as their ascendants and descendants,
- c) Extraordinary repair, maintenance, alteration, or expansion works on the insured property or part thereof,
- d) Damage caused by the use of lifts, hoists, and escalators under conditions or during periods prohibited by technical inspection and maintenance services,
- e) Accidents covered by occupational injuries and illnesses legislation,
- f) Damages caused by any type of fungi, mould, or bacteria,
- g) Explosions originating from handling, use, storage, or simple possession of pyrotechnic materials or materials intended for use as explosives,
- h) Criminal or non-criminal fines of any nature and pecuniary consequences of criminal proceedings or bad faith litigation,
- i) Criminal liability, along with all damages arising from the commission of a criminal offence,
- j) Losses that should be covered by any third-party liability insurance that the policyholder or the insured are legally obligated to take out,
- k) Damage resulting from taps left open,
- l) Damage due to construction defects or inadequate maintenance – provided that the Policyholder and/or the Insured were unaware of such defect or deficiency at the time of the occurrence, including partial or total collapse of the building, cladding, chimneys, balconies, windows, blinds, or any other constituent element, or manifest and proven lack of maintenance.

### FAMILY THIRD-PARTY LIABILITY

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees the **non-contractual Third-Party Liability** of the Insured in the course of his/her private life.
2. This guarantee covers, up to the maximum limit of the insured amount indicated in the Schedule, damages that may be legally claimed from the Insured for actions or omissions committed in the course of the Insured's private life, either by the Insured him/herself or by his/her Household, as well as by his/her servants during their work or in the performance of their duties.

rClause 2 - Exclusions

1. **Without prejudice to the exclusions provided in the General Conditions applicable to this cover, damages arising from the following situations will not be guaranteed:**
  - a) **Professional third-party liability,**
  - b) **Criminal responsibility and damage arising from the commission of a crime,**
  - c) **Use or ownership of any kind of aquatic vehicle, aircraft or ground vehicle, except bicycles with no engine when used in private or public spaces not subject to the Road Code,**
  - d) **Practice of recreational hunting and fishing, even if as an amateur, and all other sports activities when practised in competition,**
  - e) **Exercise of any professional, commercial, industrial, school or political activity, or of a function or activity in associations or organisations of any kind, even if not remunerated,**
  - f) **Hunting,**
  - g) **Explosion caused by handling, use, storage or simple possession of materials destined to be used as explosives,**
  - h) **Use, possession or ownership of firearms, even if recreational,**
  - i) **Manifest and proven lack of maintenance of any building owned by the Insured,**
  - j) **Pipe rupture or taps left open,**
  - k) **Ownership or possession of any kind of animals.**
2. **Under this cover, the following situations will not be guaranteed:**
  - a) **Damage caused to objects or animals under the keep or rented by the Insured, entrusted to the Insured for transportation, handling or use,**
  - b) **Damaged sustained by persons whose liability is guaranteed, as well as by those who maintain a professional relationship with the Insured,**
  - c) **Fines of any nature and the pecuniary consequences of criminal suits or of bad faith litigation,**
  - d) **Deliberate or reckless acts performed by the persons whose liability is guaranteed, or performed in a state of deliberately acquired unconsciousness,**
  - e) **Damages caused to the property belonging to the Insured and their household, as well as their ascendants and descendants.**

## COMMON DAMAGES

### DETERIORATION OF REFRIGERATED OR FROZEN GOODS

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees damage caused to **Refrigerated or Frozen Goods**.
2. The guarantee covers damage to the Insured's food products, kept in refrigerators or freezers, provided that said damage shall result from, exclusively:
  - a) A malfunction of the device,
  - b) The accidental loss of the cooling fluid,
  - c) The proven and unannounced interruption of the public supply of power **during a period of or above 8 hours**,
  - d) The interruption of the supply of electric power to the device containing the goods caused by an event guaranteed by the Policy.

#### Clause 2 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Arising from a handling error,**
- b) **Arising from insufficient power of the refrigerating device,**
- c) **Arising from a defect in the device,**
- d) **Arising from power cuts caused by the Insured.**

### TECHNICIANS' FEES

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees the payment of expenses with **Technicians' Fees**, to be borne by the Insured.
2. This cover guarantees the payment of fees by the Insured to architects, engineers, consultants or other professionals, regarding works or services necessary to the reinstatement or repair of the damaged insured building in direct consequence of any claim guaranteed under this Contract.
3. The amounts payable under this Special Condition are limited to the insured amount specified in the Schedule, with a sub-limit per claim of 20 per cent of the amount of the damage withstood by the insured building guaranteed under this Contract.

#### Clause 2 - Exclusions

**This Special Condition does not guarantee the payment of said fees if:**

- a) **The claim affecting the insured building is not guaranteed under this policy,**

- b) **These are in respect of works or services for the preparation or for the foundation of claims and/or estimates of losses and damages to be submitted to the Insurance Company.**

## **SALVAGE COSTS**

In the event of a claim covered and to be compensated under this contract, this Special Condition guarantees the payment of costs with **salvage of the insured objects** and of any damages they may sustain during salvaging operations, up to the limit set out in the Schedule of the Policy.

Any damages arising from measures taken by the authorities to minimise the consequences of the claim are also guaranteed.

## **DEMOLITION AND REMOVAL OF DEBRIS**

### **Clause 1 - Scope of Cover**

1. This Special Condition guarantees the **Demolition and Removal of Debris**.
2. This guarantee covers the payment, up to the amount provided for in the Schedule, of the expenses incurred with the demolition and removal of debris caused by an event covered by this Policy,
3. The operation of this Special Condition will not prejudice the operation of the compulsory Fire cover.

### **Clause 2 - Exclusions**

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, no expenses in connection with decontaminating or depolluting the place where the event took place, as well as the insured goods or debris resulting from the event will be guaranteed.**

## **SMOKE OR HEAT DAMAGE**

### **Clause 1 - Scope of the Cover**

1. This Special Condition guarantees damage caused by the **sudden and unforeseen action of Heat**, namely heat from fires, stoves, and heaters to nearby objects.
2. This cover also guarantees damage caused to the insured goods by **Smoke** in consequence of sudden and abnormal leaks in places of combustion, cooking or heating systems, whenever these are part of the installations of the insured building and are connected to chimneys through adequate pipes.

### **Clause 2 - Exclusions**

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following loss or damage will not be guaranteed:**

- a) **Of industrial or agricultural origin,**
- b) **Caused by continuous action, namely damage arising from the act of smoking.**

## ACCIDENTAL SPILLAGE OF OIL

### Clause 1 - Scope of Cover

This Special Condition guarantees damage to the insured goods directly caused by an **Accidental Spillage of Oil** coming from any heating installation, be it fixed or movable.

### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, damage to the installation and to the contents thereof will not be guaranteed.**

## DAMAGE OF AN AESTHETICAL NATURE

### Single Clause - Scope of Cover

1. This Special Condition guarantees **Damage of an Aesthetical Nature** withstood by the insured building.
2. This cover guarantees, as a consequence of Fire, Lightning, Explosion, Flooding, Storms, Subsidence of Ground, Fault Finding and Repair, or Water Damage, the payment of expenses required to replace property or any portions thereof, but not directly affected by the claim, for the purpose of bringing said property in line with the visual appearance, texture, colour, format or size of repaired or replaced goods.
3. **This guarantee only covers, when duly proven, the repair or the replacement, for reasons of an aesthetical nature, of goods not affected by the occurrence situated in the section of the building that underwent the damage covered by the contract or, if the entire building is insured, the part of the insured building that has been affected.**
4. **The scope of this guarantee does not include the replacement of bathroom ceramics that have not been damaged.**
5. **The replacement of the entire floor affected by the claim is only guaranteed when there is no transition profile.**
6. **Damages of an aesthetic nature within the Fault Finding and Repair cover are limited to 25% of the cover capital.**

## REMOVAL AND EXTRACTION OF MUD

This cover guarantees, up to the limit set out in the Schedule, costs incurred by the Insured with the **removal or extraction of mud**, as a consequence of a flood covered by this contract.

## FAULT FINDING, REPAIR AND REINSTATEMENT (INTERNAL WATER NETWORK)

### Single Clause - Scope of Cover

1. Provided that the building is insured and that there is the possibility of occurring a situation giving rise to a claim in respect of the Water Damage cover, this guarantee covers the expenses disbursed by the Insured to search for and repair ruptures or clogging in the internal

water distribution and drainage network (which is not visible), as well as to reinstate the building to its former conditions, up to the limit provided in the Schedule for the purpose.

**2. This cover does not apply if the plumbing is visible.**

## **ALTERATIONS TO THE BUILDING**

### **Clause 1 – Scope of Cover**

1. This Special Condition guarantees the payment up to the limited set out in the Schedule of any costs necessary to carry out **alterations to the insured building or fraction as a consequence of an accident** that causes to the insured person a **permanent motor disability** equal to or higher than 75 per cent.
2. For the purpose of this guarantee, the **insured persons** shall be the Insured and spouse or person who lives with the Insured in a domestic partnership. In case of a legal person, the insured person shall be the one identified in the Schedule.
3. The **degree of disability** shall be determined by the application of the National Table of Permanent Disabilities in Civil Law in force in the national legal system.
4. The **reimbursement of costs** shall be made to whomever proves to have paid for them, upon the submission of the respective supporting documents, and the reimbursement may be performed as the alteration works are carried out.

### **Clause 2 – Exclusions**

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, damage caused or arising from the following will not be guaranteed:**

- a) **Occupational accidents or during the exercise of a professional activity,**
- b) **Criminal actions by the insured person,**
- c) **Actions or omissions by the insured person under the influence of alcohol or alcoholic beverages giving rise to a blood alcohol level higher than 0.5 grams per litre and/or use of narcotics not medically prescribed, or when they are incapable of controlling their actions,**
- d) **Involvement of the insured person in riots, mutinies and public disturbances,**
- e) **Self-inflicted injuries and attempted suicide,**
- f) **Acts committed by the insured person against him/herself or by the Policyholder against the insured person, if they are not the same person,**
- g) **Exclusively mental disturbances or damages,**
- h) **Reckless or notoriously dangerous acts, bets and challenges,**
- i) **Practice of sports, as a professional or amateur, and trainings connected therewith,**
- j) **Practice of alpinism, martial arts, boxing, submarine hunting, hunting of dangerous animals, winter sports, motorsports, parachuting, bull fighting and other sports and activities involving similar danger, such as hand-gliding, ultralight gliding, mountain**

biking, bungee jumping, climbing, speleology, kite surf, mountaineering, paragliding, rafting, rappel, rugby, waterskiing, slide, surf, bodyboarding and windsurfing,

- k) **Accidents caused by natural phenomena,**
- l) **Piloting or use of aircrafts other than in commercial flights,**
- m) **Use of two or three-wheeled motor vehicles and quad bikes,**
- n) **Accidents occurred during the execution of clearing or cut of trees, as well as the performance of works on scaffoldings or roofs,**
- o) **Any other accidents that are already covered by another insurance.**

## **FUNERAL COSTS**

### **Single Clause – Scope of Cover**

This Special Condition guarantees the payment of funeral, burial or cremation costs arising from the decease of the Insured or his/her spouse (or person who lives with the Insured in a domestic partnership), as a consequence of Fire, Mechanical Action of Fall of Lightning, Explosion or Robbery, up to the limits set out in the Schedule.

## **ELECTRICAL RISKS**

### **Clause 1 - Scope of Cover**

1. This Special Condition guarantees damage to the insured goods directly caused by **Electrical Risks**.
2. This guarantee covers damage directly caused to any machines powered by electricity, transformers, electrical devices and installation and the accessories thereof, duly identified in this Contract, by electrical current, namely excessive voltage or overcurrent, including damage caused by atmospheric electricity, short-circuit – even not causing fire, deficient insulation, magnetism and implosion.
3. **Only the insured machines or equipment regarding which a proof of ownership can be produced shall be taken into account for the purpose of this cover.**

### **Clause 2 - Exclusions**

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Caused to fuses, heating resistances, lamps of any nature, cathode tubes of electrical components,**
- b) **Due to normal wear and tear or to any mechanical deficiency,**
- c) **Covered by supplier, manufacturer or installer warranties,**
- d) **Caused to power frames and transformers of over 500 kVA and to engines over 10 HP,**

- e) Caused to bearings, gears, axis and other components of the device/equipment non susceptible of being affected by electrical hazards, as well as the expenses for repairing/replacing them,
- f) Damages to machines or equipment that have been purchased or used for more than 10 years.

### Clause 3 - Compensation Limits

1. In case of total destruction of the insured machines or equipment, the Insurance Company shall pay to the Insured a compensation corresponding to the value of replacement of the insured good, at the claim date, with new equipment, of similar characteristics and efficiency.
2. If the machines or equipment are repairable, the Insurance Company shall be liable for the costs necessary to restore the machine or equipment to the same conditions it was in immediately before the claim, plus any assembly and disassembly and freight charges.
3. If the repair costs are equal to or higher than the compensation limits provided for in paragraph 1 above, the compensation payable by the Insurance Company shall be calculated under the terms provided for therein.
4. In case of total loss or total destruction of the insured machines or equipment, they must be removed from the place of risk by a provider appointed by the Insurance Company.
5. In the event of a claim, the insured machines or equipment cannot be removed from the place of risk neither by the Insured and/or by the Policyholder.

### Clause 4 - Excess

Where the compensation for the damages is paid in cash, the amount to be settled by the Insurance Company shall be deducted from the respective excess set out in the contract.

## SUPPORT IN CASE OF A CLAIM

### LEGAL PROTECTION

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees **Legal Protection** to the Insured and his/her household.
2. This cover guarantees the expenses with legal assistance under the terms, conditions and limits hereinafter defined:
  - a) In case of judicial or administrative proceedings brought against the Insured or his/her household.
  - b) In case of judicial or administrative proceedings that the Insured or a member of his/her household may intend to bring against third parties and whose probability of success is

recognised by the Insurance Company, notwithstanding the provisions in Clause 8 of this Special Condition.

- c) In arbitration proceedings, according to the Arbitration Law,
  - d) In any kind of conflict of interests between the Insured and the Insurance Company.
3. Where there are several Insured, they will not be considered third parties in respect of each other for the purposes of this cover.

## Clause 2 – Covered Expenses

Within the limits of the insured amounts, the Insurance Company indemnifies the Insured in the amounts that s/he proved to have paid in respect of the judicial or administrative proceedings covered by this Contract, regarding:

- a) Lawyers and solicitors' fees,
- b) Judicial fees specified in the proceedings, except the ones provided in Clause 3, paragraph 1 b),
- c) Fees of expert's reports directly related to the position of the Insured within the judicial or administrative proceedings and necessary to facilitate the protection of his/her position,
- d) Bails imposed in criminal proceedings for the provisional freedom of the Insured or to pay for judicial fees.

## Clause 3 - Exclusions

1. **Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following expenses will not be guaranteed:**

- a) **The amounts that the Insured is condemned to pay either for a legal claim and the interest associated therewith, or as compensation payable to the opposing party for legal and proceedings costs, with the exception of court costs,**
- b) **Fines, penalties, taxes or fees of a fiscal nature, courts costs in criminal proceedings (except for those due by the civil party in criminal proceedings) and any costs of a criminal nature,**
- c) **Lawyers and solicitors' fees in respect of consultations or interventions prior to notice being given to the Insured, or the bringing by the Insured of a legal suit or the initiation of administrative proceedings,**
- d) **Lawyers and solicitors' fees and the court costs regarding other proceedings brought by the Insured, without prejudice to Clause 8 of this Special Condition.**

2. **The following situations are also not guaranteed:**

- a) **Proceedings regarding the main or secondary professional activity of the Insured, as well as proceedings arising from his/her economic activities,**
- b) **Proceedings under the Tenancy Legislation if the Insured intervenes in the capacity of owner or holder of the usufruct of income buildings,**

- c) **Suits bringing into question the third-party liability of the Insured, provided the Insured holds valid insurance of that nature or, in cases of compulsory insurance, even if said insurance has not been subscribed. Notwithstanding the above, this cover guarantees legal suits brought by the Insured against the Insurance Company of the Third-Party Liability contract in the case of difficulties or disagreements arising in respect of this insurance,**
  - d) **Suits arising from differences between persons who are Insured under this Contract or involving their liability in cases of fraud, deliberate action or serious fault,**
  - e) **Proceedings to which family law and inheritance law are applicable,**
  - f) **Proceedings concerning the administration of civil or commercial companies and of associations of any nature.**
  - g) **Besides the exclusions referred to in the previous paragraphs, this contract does not guarantee any form of intervention in proceedings directly or indirectly resulting from:**
    - i. **Events caused by nuclear power, genetic alterations, radiation or radioactive contamination,**
    - ii. **War, civil war, invasion, acts by a foreign enemy, rebellion, revolution, insurrection, act of usurped military power, confiscation, nationalisation, requisition, destruction caused by the Government or by an order thereof, or of any other regular authority,**
    - iii. **Strikes, labour and public disturbances and riots,**
    - iv. **Involvement in acts of terrorism and/or sabotage, as provided in the Portuguese criminal legislation in force,**
    - v. **Involvement in acts of vandalism.**
3. **In the cases referred to in paragraph 2 c) of Clause 3, where the value of the suit is greater than the limit guaranteed under the third-party liability insurance (or than the minimum legal limit in case the compulsory insurance has not been subscribed), this cover guarantees compensation for the proportional portion of the insured expenses corresponding to that excessive value.**

#### **Clause 4 – Territorial Scope**

This cover is valid for judicial, administrative, or arbitration proceedings brought before Portuguese courts regarding facts occurred in Portugal.

#### **Clause 5 – Free Choice of Lawyer or Solicitor**

The Insurance Company guarantees the right to the free choice and appointment of a lawyer or solicitor, according to what the Insured deems more convenient to the defence of his/her interests, provided that said professionals may exercise their activity within the jurisdiction in which the proceedings are being held.

## Clause 6 – Conducting the Suit

1. The lawyer chosen and appointed by the Insured will be entirely free to conduct the suit as s/he will not be in any way bound by instructions of the Insurance Company.
2. The Insurance Company cannot become liable for the actions of the lawyer or the solicitor appointed, nor can the Insurance Company be held responsible by the results of their interventions.

## Clause 7 – Filing legal Suits, Administrative Proceedings, Appeals and Transactions

1. The Insured must inform the Insurance Company, by registered post, before bringing a legal suit, initiating administrative proceedings or lodging an appeal against a sentence given in the scope of proceedings in which s/he is a defendant or plaintiff and also before accepting any kind of transaction. The Insurance Company shall be entitled to object to any of these decisions.
2. Such objection shall be communicated to the Insured by registered post within five (5) working days after the registration of the letter of communication, the lack thereof representing the agreement by the Insurance Company to the communicated intention.

## Clause 8 – Conflict of Interests

**In case of conflict of interests or diverging opinions between the Insurance Company and the Insured, the Insured may resort to arbitration, according to Clause 36 of the General Conditions, notwithstanding the fact that s/he may also continue the proceedings or the appeal advised against by the Insurance Company, at his/her costs, being however afterwards indemnified if the arbitration decision or sentence is favourable.**

## Clause 9 – Heirs' Rights

In case of death of the Insured involved in judicial or administrative proceedings covered by this Contract, the right to compensation provided for in Clause 2 of this Special Condition is transferred to his/her legal heirs.

## Clause 10 – Assignment of Rights

Without prejudice to the previous Clause, the guarantees of this Special Condition are not applicable if, during judicial or administrative proceedings, the Insured assigns his/her rights or obligations to another entity.

## Clause 11 – Insured Amount

1. The insured amount for this cover is indicated in the Schedule.
2. The liability of the Insurance Company, per claim and per annuity, is limited to the insured amount. Therefore, the lawyer and/or solicitor's fees together cannot exceed 50 per cent of said amount.
3. The liability of the Insurance Company regarding the bails provided in Clause 2 d) is limited to 50 per cent of the value thereof and to 20 per cent of the insured amount.

## Clause 12 – **Compensations**

1. The compensations under this cover will be paid by the Insurance Company after the conclusion of the judicial or administrative proceedings, subject to a prior assessment and agreement of the Insurance Company regarding the bill of expenses and fees and to the presentation of supporting documents of said expenses.
2. However, the Insurance Company accepts to advance the payment of up to 25 per cent of the insured amount, as a provision for fees and expenses, when such payment has been made and on presentation of the receipt thereof.

### **IMPORTANT REMARK:**

**As a result of policies from this or that insurance branch that may be executed between the Insurance Company and other entities, there maybe cases where the Insurance Company intervenes in respect of both parties involved in the same legal suit.**

**If this occurs, the Insured will communicate this fact to the parties involved.**

## **TEMPORARY DEPRIVATION OF USE OF THE PERMANENT RESIDENCE**

### Single Clause - **Scope of Cover**

1. This Special Condition covers losses directly arising from the **Temporary Deprivation of Use of the Place of the Risk**.
2. In case of a claim covered by the Contract causing a temporary deprivation of use of the place of the risk, the Insurance Company will compensate the Insured, within the limits provided in the Schedule for the purpose:
  - a) **If the Building is insured:** The expenses arising from the stay of the Insured and those living with him/her in any other lodgings,
  - b) **If the Contents are insured:** The expenses with the transportation and storage of the undamaged insured goods.
3. This guarantee is valid **during the period required to re-establish the Insured** in the place where the claim occurred, and for accommodation located in the same Municipality as the residence affected by the claim, up to a maximum of six (6) months.
4. Compensation will be paid **against the presentation of documents proving the expenses made**, after deducting the charges that the Insured would have to bear if the claim had not occurred and that s/he ceased to bear, with a maximum daily limit of 3% of the cover capital.
5. **It is a necessary prerequisite for the effectiveness of this cover that the Insured lives in the affected place at the claim date.**
6. The insured goods transferred to another place of risk under this cover will continue to be covered under this Policy, without prejudice to an adjustment of the rate applicable to the contract, taking into account the characteristics of the new place of risk.
7. This cover only applies in the absence or insufficiency of the corresponding guarantees provided for in the "Assistance" cover, if subscribed.

## TEMPORARY MOVE

### Clause 1 - Scope of the Cover

1. This Special Condition guarantees damage occurred during the **Temporary Move** of the insured items from the place of the risk in consequence of:
  - a) Fire, Lightning and Explosion,
  - b) Storms,
  - c) Floods,
  - d) Water Damage,
  - e) Theft or Robbery,
  - f) Fall of Aircraft,
  - g) Collision or Impact by Land Vehicles or Animals.
2. This cover guarantees the insured items that are transferred, for a period equal or under sixty (60) days, to any other place located within national territory (with characteristics similar to the ones in the place of the risk where the insured items originally were) where the Insured is temporarily established.

### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the items transferred for sale, loan, repair, exhibition or storage will not be guaranteed.**

## RECONSTITUTION OF DOCUMENTS

### Clause 1 - Scope of Cover

1. This Special Condition guarantees the **Reconstitution of Documents**, as described below.
2. This guarantee covers damage resulting from the occurrence of any claim covered by this Contract to the following goods:
  - a) Manuscripts, plans and projects,
  - b) Accounting books and other official documents, including the seals thereof,
  - c) Computer support and other means of storing information.
3. The operation of this Special Condition will not prejudice the operation of the compulsory Fire cover.

### Clause 2 - Compensation

1. The calculation of the compensation will only take into account the cost actually disbursed by the Insured to reconstitute or remake said documents, provided the need of reproducing them is duly justified.
2. Compensation will be settled against the progressive presentation of proof of disbursement, however, the period of compensation may not extend beyond **six (6) months from the claim date**.

# ASSISTANCE

## ASSISTANCE / VIP ASSISTANCE

### Clause 1 – Definitions

**Insured person:** The Insured and his/her Household, as per Clause 1 of the General Conditions,

**Assistance service:** The entity that organises and provides, for the account of the Insurance Company, in a fast and efficient manner, the guarantees afforded by this Policy, either of a pecuniary nature or as provision of services.

### Clause 2 - Scope of Cover

**This Special Condition covers the following guarantees:**

#### Main Covers

In case of a claim resulting from any of the risks covered by the contract, the Insurance Company will guarantee, through its Assistance Service, and up to the amounts indicated in the Schedule:

#### 1. Provision of professionals

The Insurance Company will organise the sending of qualified professionals to the insured home in order to contain and to repair any damage. The Insurance Company will bear the cost of sending said professionals for the first time and the cost of repairs, and the fees of the professionals will be borne by the Insured Person.

All repairs performed by professionals sent by the Insurance Company are guaranteed during a period of two (2) months from the date of the execution thereof.

**24 Hour Services:** Plumbers, Electricians, Locksmiths, Glaziers, Air Conditioning Technicians.

**Day Services:** Masons, Carpenters, Painters, Plasterers, Carpet Installers, Technicians of Blinds, TV & Video Technicians, Home Appliance Technicians.

#### 2. Delay in the Arrival of the Technician (Home Assistance)

##### Compensation for delay in the arrival of the professional to the insured home

- a) If the time elapsed between making the request, under the terms of the previous subparagraph, and the arrival of the professional to the insured home is longer than 2 hours, the Assistance Service shall provide compensation to the Policyholder in the amount of 20€ per each 15-minute period of delay counted from the 121<sup>st</sup> minute up to the maximum of 200 € per occurrence.
- b) In order to enjoy this guarantee, the Insured Person must express his/her dissatisfaction with the delay of the professional and request said compensation to the Assistance Service according to one of the following conditions:
  - Up to 4 hours, in Lisbon or Oporto, after the 1<sup>st</sup> call to the Assistance Service, even if the professional has already arrived,

- Up to 6 hours, anywhere else in Portuguese territory, after the 1<sup>st</sup> call to the Assistance Service, even if the professional has already arrived,

**The aforementioned compensation commitment shall not apply in the following cases:**

- Bad weather conditions that hinder road traffic, namely heavy rain or strong wind, fog, snow and ice,
- Service scheduling requests,
- Incorrect or incomplete address of the insured home provided by the Insured Person,
- Impossibility of contacting the Insured Person,
- Expression of dissatisfaction with the delay and requests for compensation performed after the terms referred to in paragraph 2 of this guarantee,
- Request for a professional not performed to the Assistance Service through the telephone line indicated in the policy.

### **3. Hotel and transportation expenses**

If the Insured Building becomes uninhabitable, the Insurance Company will guarantee the payment of hotel expenses for the Insured Persons.

The Insurance Company will also make reservations and pay for transportation expenses if the Insured Persons cannot do it by their own means.

The Insurance Company will be exempt from this obligation if, within 100 Km from the Insured Building, there is no available type of lodgings.

### **4. Transportation of furniture**

Where, as a result of a claim, the Insured Building becomes uninhabitable, the Insurance Company will provide and bear the costs of:

- Renting a vehicle for carriage of goods to transport furniture to the temporary dwelling,
- Safekeeping the objects and goods that may not be transferred to the temporary dwelling,
- The furniture transportation costs to the new place of permanent residence in Portugal, within thirty (30) days after the occurrence of the incident, if said residence is located within less than 50 Km of the Insured Building,

### **5. Laundry and restaurant expenses**

In case the Insured Building becomes uninhabitable, or if the kitchen and/or washing machine is destroyed, the Insurance Company guarantees the repayment of the restaurant and laundry expenses,

### **6. Safekeeping of objects / Urgent protection of the dwelling**

If the Insured Building becomes accessible from the outside or if the lock is destroyed, and if after having taken adequate measures of precaution the building still requires surveillance for avoiding robbery of the objects contained within it, the Insurance Company will bear the expenses of a guard,

## **7. Early return because of an event in the place of residence rendering it uninhabitable**

In case any of the Insured Persons need to return to the Insured Building as a consequence of an occurrence rendering it uninhabitable, the Insurance Company will provide said insured person with a first class train ticket or with a business class air ticket (if the train travel shall be in excess of 5 hours), from the place where s/he is to the Insured Home.

If necessary, the Insurance Company will organise and bear the costs of the Insured Person or his/her spouse's stay in a hotel during the night.

The Insurance Company will be exempt from this obligation if, within 100 Km from the Insured Building, there is no available type of lodgings.

In case the Insured Person needs to return to the place where s/he was to recover his/her vehicle or to continue his/her stay, the Insurance Company will bear the cost, as provided for in the previous paragraph, of a one-way ticket except if the return organised by the Insurance Company occurs less than five (5) days before the date of return initially intended by the Insured Person,

## **8. Legal support in case of theft or robbery**

If the Insured Building becomes uninhabitable, in case of emergency, the Insurance Company will advise the Insured Person about the measures to be taken immediately, taking such measures if the Insured Person does not have the means to do so. In case of theft or robbery, actual or attempted, the Insurance Company will provide legal assistance about the way to proceed to report the crime to the authorities,

## **9. Replacement of video equipment and television set**

The Insurance Company is to make available to the Insured Persons free of charge and during a period of fifteen (15) days from the claim date, television sets and video equipment of characteristics similar to the ones of the equipment that has been damaged or stolen.

## **10. Transmission of urgent messages**

The Insurance Company guarantees the payment and/or the sending of urgent messages in connection with the operation of the guarantees provided in this contract and the Insurance Company will transmit said urgent messages, and at the request of the Insured Persons, to their family members,

## **Additional Covers**

Regardless of the verification of any other risks provided in the contract, the following guarantees will also be provided, in the situations below described and within the limits specified in the Schedule:

### **1. Dispatch of IT technicians**

- a) The Assistance Service guarantees travel costs to the insured home incurred by professionals specialised in the installation of computer components and applications, as well as in troubleshooting concerning the performance and configuration of computers and networks,
- b) The cost of the first visit, per policy annuity, shall be borne by the Assistance Service, and any further visits shall be borne by the Insured Person,

- c) The Insured Person shall also pay for costs incurred with hardware, peripherals, software and labour.

## 2. Basic Assistance to Pets

The Assistance Service covers the below-mentioned guarantees/services, in accordance with the General and Special Conditions and the Schedule subscribed.

The guarantees conferred herein do not apply if the insurance of the building or fraction thereof has been subscribed by a Landlord, in said capacity, as if it were a building meant for renting.

### Definitions:

- a) **Insured pet:** a dog or a cat, declared to the Assistance Service by the Insured, residing at the insured home, aged between 4 weeks and 10 years, in favour of which the subscribed guarantees must be provided,
- b) **Owner of the insured pet:** the person who claims to hold the legitimate ownership of the insured pet and identifies him/herself as such to the Assistance Service, or his/her spouse or person living with him/her under common law marriage,
- c) **Insured home:** building or autonomous fraction thereof declared to the Insurance Company by the Policyholder,
- d) **Claim or emergency:** the partial or full occurrence of the event, of an unforeseeable nature, that triggers the covers provided in this special condition. The event or series of events arising from the same cause shall be considered as a single claim.

### Covered situations:

#### a) Sending of a veterinarian to the insured home

In case of an accident or sudden and unforeseeable illness of the Insured Pet, the Insurance Company will bear the travel costs of a veterinarian to the home of the Owner of the Insured Pet, for a consultation and advice as to the instructions to be followed. Costs incurred with the consultation, any treatments and medication shall be borne by the Owner of the Insured Pet.

#### b) Emergency transport of the Insured Pet

In case of an accident or sudden and unforeseeable illness, the Assistance Service shall organise and bear the costs of transportation of the Insured Pet from its home to the closest emergency veterinary clinic. The Insured Pet must always be accompanied by the Owner of the Insured Pet.

#### c) Bath and grooming

The Assistance Service shall make the appointment for and organise baths and grooming at the clinic/pet-shop closest to the Insured Home.

The cost of the first bath service and of the first grooming service, per policy annuity, shall be borne by the Assistance Service, and any further services must be borne by the Insured Person.

This service must be requested 48 hours in advance.

**d) Cremation costs of the Insured Pet**

In case of death of the Insured Pet, the Assistance Service shall provide advice to the Owner of the Insured Pet concerning the procedures to be followed.

The Assistance Service shall also bear the cremation costs of the Insured Pet, provided that the claim is reported thereto up to 24 hours after the death of the Insured Pet.

**e) Accommodation for the Insured Pet**

In case the Owner of the Insured Pet needs to leave the insured home for a period longer than 24 hours, due to unforeseeable reasons of force majeure, no one else staying at the insured home, the Assistance Service shall provide for the accommodation of the Insured Pet at a kennel or a cattery, up to the established limits.

**f) Arrangement of Appointments**

At the request of the Owner of the Insured Pet, the Assistance Service shall provide for the arrangement of appointments for the Insured Pet, according to the instructions given thereto. The Owner of the Insured Pet shall be previously informed of the cost of each appointment.

**Exclusions:**

**Without prejudice to the exclusions provided for in the General Conditions, any charges or benefits regarding the following situations will not be guaranteed:**

- a) Claims that have occurred before the commencement of the policy, even if its consequences have extended beyond said date,**
- b) Claims occurred outside the period of validity of the contract and outside the covered geographic area,**
- c) Claims, and their consequences, caused by criminal actions, malicious intent, actual suicide or self-inflicted injuries, by the Policyholder and/or the Insured or the Insured Persons,**
- d) Damages/injuries sustained by the Policyholder and/or the Insured or the Insured Persons as a consequence of dementia, abuse of alcohol and of non-prescribed drugs or narcotic substances,**
- e) Claims occurred as a consequence of dogfights, including bets and trainings related therewith,**
- f) Claims, and their consequences, caused by criminal actions or malicious intent on the part of the Owner of the Insured Pet,**
- g) Damages/injuries sustained or caused by the Insured Pet as a consequence of dementia, abuse of alcohol and of non-prescribed drugs or narcotic substances by the Owner of the Insured Pet,**
- h) Cases of infectious/contagious illness which may constitute a public health danger,**
- i) Injuries arising from ill-treatment endured by the Insured Pet inflicted by its Owner,**
- j) Chronic or pre-existing illnesses, psychiatric disorders and relapses of previously diagnosed illnesses,**

- k) **Claims occurred during or as a consequence of professional, high risk or hunting activities,**
- l) **Rescue operations,**
- m) **The sending of a veterinarian to the insured home if, after veterinary advice, it is required that the Insured Pet be examined at a clinic or if it must be hospitalised,**
- n) **Cremation costs where the claim is reported to the Assistance Service after 24 hours have elapsed since the death of the Insured Pet,**
- o) **Procedures with the purpose of fertilising, sterilising or castrating the Insured Pet,**
- p) **Non-urgent surgical procedures, or any other kind of aesthetic procedure or teeth scaling,**
- q) **Physical therapy and labour costs,**
- r) **Funeral ceremonies, except for the cremation costs provided for in paragraph d) Cremation costs of the Insured Pet,**
- s) **Routine appointments and vaccination costs,**
- t) **Pets that become evidently dangerous when transported,**
- u) **Illnesses arising from failure to comply with the officially established vaccination programmes, including, among others, distemper, rabies, hepatitis, leptospirosis, parvovirus, coryza, feline leukaemia and feline panleukopenia.**

### **3. Information**

Within the scope of this cover, the Insurance Company will inform and facilitate the search by the Insured Person of:

- Emergency doctors and/or ambulances,
- Small transportation and messengers,
- Cleaning teams,

### **4. Other expenses, childcare and night delivery of pharmaceuticals**

At the request of any of the Insured Persons, the Insurance Company:

- a) Will bear the costs of a professional nurse, in the event of a medically verified illness on the part of the Insured Persons requiring their laying in bed,
- b) Will select and bear the costs of a childcare professional to take care of children under 14 years old,
- c) Will bear the costs of the sending of prescribed pharmaceuticals (from 08:00 p.m. to 08:00 a.m.) to the home of the Insured Person, who will bear the cost thereof,
- d) Will bear the costs of transportation by adequate means to the nearest hospital in case the Insured Person needs to be hospitalised by medical prescription,

### **5. Early return in case of hospitalisation or death of a relative**

In case one of the Insured Persons needs to interrupt a trip because of hospitalisation or death of another Insured Person, the Insurance Company will guarantee transportation to said location, providing the Insured Person with a first class train ticket or with a business class air

ticket (if the train travel shall be in excess of 5 hours), from the place where s/he is to the Insured Home.

#### **6. Recovery of vehicle or continuation of stay**

In case the Insured Person needs to return to the place where s/he was before interrupting his/her trip, as provided for in the previous cover, in order to recover his/her vehicle or to continue his/her stay, the Insurance Company will bear the cost, as provided for in the previous cover, of a one-way ticket except if the return organised by the Insurance Company occurs less than five (5) days before the date of return initially intended by the Insured Person,

#### **7. Lock replacement**

If as a result of loss or theft of the keys of the Insured Building the Insured Person is unable to enter therein, the Insurance Company will bear the expenses required to replace the lock,

#### **8. Arrangement of a vehicle for moving**

In the event of moving to another home and provided that the contents are covered by the policy, the Assistance Service shall arrange for a vehicle for the moving of furniture up to the limit established in the Schedule.

**This guarantee shall be effective only after twelve (12) months have elapsed since the commencement of the insurance contract or the date of inclusion of contents in an already existing policy.**

### **Medical And Health Assistance Covers**

#### **1. Provision of a physician at home**

At the request of the Insured Person and in case of emergency, the Insurance Company will guarantee the sending of a physician to the home of the Insured Person, for medical consultation and advice. The travel expenses will be borne by the Insurance Company, and the medical appointment and treatment prescribed will be borne by the Insured Person. The Insurance Company will also provide information about hospitals, clinics, health centres or first-aid posts, public or private, specialist physicians, particularly equipped or indicated for the treatment of specific illnesses or injuries,

#### **2. Transportation by ambulance or taxi**

In case of emergency, the Insurance Company will organise and bear the costs of transportation of the Insured Person on an ambulance or taxi, from their home to the closest first-aid post or emergency room,

#### **3. Sending of pharmaceuticals to the home**

In case of emergency, the Insurance Company will be in charge of the sending of prescribed pharmaceuticals to the home of the Insured Person, who will bear the cost of said pharmaceuticals and the transportation thereof,

#### **4. Information about late-night/24-hour pharmacies**

The Insurance Company will provide information to the Insured Persons about late-night/24-hour pharmacies.

## **5. Rental of orthopaedic appliances**

In case of need confirmed by a medical report, the Assistance Service shall procure and bear the costs with the rental of orthopaedic appliances during the time necessary for the recovery of the insured person, up to the limit set out in the Schedule.

## **6. Assistance in the purchase of domestic goods**

Following a claim covered by the policy and at the request of the Insured Person, the Assistance Service will organise and bear the costs with the service of purchase of domestic goods up to the limit set out in the Schedule.

This service must be request at least 24 hours in advance and may be requested on business days, between 9.00 a.m. and 9.00 p.m..

## **7. Physical therapy at home**

Following any event that requires medical assistance and at the request of the Insured Person, the Assistance Service will organise and bear the costs with the dispatch of a qualified professional to their home, to assist in the recovery or convalescence of their state of health, up to the limit set out in the Schedule.

This service is provided as long as the conditions necessary for the provision thereof are met.

This service must be request at least 24 hours in advance and may be requested on business days, between 9.00 a.m. and 9.00 p.m..

## **8. Information about documentation**

The Insurance Company will provide information about the obtaining of certificates, extracts, driver's licences and any other official documents in Portugal,

## **9. Postal information**

The Insurance Company will provide information about correspondence, telegrams, urgent mail, fees and mailing options in Portugal,

## **10. Information about public entities**

The Insurance Company will provide addresses and telephone numbers of public entities in Portugal,

## **11. Sending of flowers to Europe**

The Insurance Company will provide the sending of flowers to Europe within the limits established in the Assistance Schedule,

## **12. Reservation of tickets to shows**

The Insurance Company will guarantee the reservation of tickets to musical shows and others in Lisbon, Oporto, London and New York,

## **13. Assistance to pets**

The Insurance Company will provide the Insured with the address of veterinary clinics in case his/her pet suffers a sudden illness or accident.

The Insurance Company will also provide the address of catteries or kennels or other similar establishments that will take care of the pets during the Insured's absence,

#### 14. Information about gardeners

The Insurance Company will provide information about gardeners for the home of the Insured, who will bear their travel and work costs,

#### 15. Information about pool technicians

The Insurance Company will provide information about pool technicians for the home of the Insured, who will bear their travel and work costs,

#### 16. Information about alarm technicians

The Insurance Company will provide information about alarm technicians for installation or repairs in the home of the Insured, who will bear their travel and work costs,

#### 17. Installation of parabolic antennae

The Insurance Company will provide information about technicians for installation parabolic antennae in the home of the Insured, who will bear their travel and work costs,

#### 18. Information about artwork appraisers

The Insurance Company will provide addresses and telephone and fax numbers of artwork appraisers in Portugal.

#### 19. Easylife

Upon request, the Assistance Service shall provide the Insured Person with access to the following services:

##### a) Easy Home:

- Dispatch of qualified professionals to proceed to small repairs and technical services at the home,
- House cleaning,
- Laundry and ironing with home collection and delivery,
- Moving,
- Dog walking,
- Seam services,
- Shoe repairing.

##### b) Easy Auto:

- Carwash,
- Rent-a-car,
- Delivery and collection of vehicles to be repaired.

##### c) Easy Health:

- Home assistance with housework,
- Provision of care to the elderly,
- Home delivery of medication.

##### d)

#### e) **Easy Express:**

- Collection and delivery of documents and orders,
- Delivery of forgotten objects,
- Delivery of gifts,
- Legalisation of documents.

**Some services may be limited to the areas of Greater Lisbon and Oporto. The sole responsibility of the Assistance Service is to provide access to the services, and it shall not bear the costs related thereto.**

### Clause 3 - **Manners of Use**

As a condition for the provision of the above services, the Insurance Company will require to be immediately advised by a telephone call indicating:

- The Name of the Policyholder / Insured Person,
- The Number of the Policy,
- The address, the phone number and the service requested.

Except in respect of the guarantees expressly identified herein as being free, the Insured will be required to settle the invoice for the requested intervention.

This contract will not guarantee the provision of services not previously requested from the Assistance Service or which are provided without the agreement thereof, except in cases of force majeure or of proven material impossibility to make such request.

### Clause 4 – **Request for Services**

The Insured Person may request the intervention of the Insurance Company, 24 hours a day, including Sundays and holidays.

For cases not considered urgent, we suggest that the service be requested from Monday to Friday, between 09:00 a.m. and 06:00 p.m. Urgent services will be provided as fast as possible. The other services will be provided from Monday to Friday (normal working days).

The Insurance Company will not be responsible for delays or non-performance resulting from force majeure.

### Clause 5 – **Duration**

The guarantees in respect of each Insured Person shall cease automatically at the date where that Person shall cease to have his/her habitual residence in Portugal or when s/he shall complete a sixty-day (60) uninterrupted stay abroad or at the date where s/he may cease to be considered as a Household member, as defined in the Policy.

## Clause 6 - Territorial Scope

The guarantees provided for under this Special Condition will only be valid at the domicile or at the habitual place of residence of the Insured Person in Portugal.

Concerning guarantees that by their very nature may require the provision of services from foreign countries, the travel from countries eventually excluded in the Schedule, or within countries where, for reasons of force majeure not ascribable to the Insurance Company, the provision of such services is impossible, will not be covered.

## Clause 7 – Reimbursement of Transportation not Used

The Insured Persons having used the transportation services provided for in the Special Condition are required to promote the reimbursement of unused transportation tickets and to deliver the amounts recovered to the Insurance Company.

## Clause 8 – Complementarity

The services and the compensations will be provided/settled in addition and complementarily to other existing insurance contracts covering the same risks. The Insured Person undertakes to make his/her best efforts to secure said settlements and to return them to the Insurance Company, in case the Insurance Company has advanced them, as well as any so advanced Social Security or other benefits to which s/he is entitled.

## ASSISTANCE SCHEDULE – Maximum amounts per claim and annuity

Covers	Assistance	VIP Assistance
<b>Main Covers</b>		
Provision of professionals	Unlimited	Unlimited
Delay in the arrival of the technician		
- Per each 15-minute period of delay (from the 121 <sup>st</sup> minute)	20 €	20 €
- Maximum compensation amount	200 €	200 €
Hotel and transportation expenses	250 €	400 €
Transportation of furniture	250 €	400 €
Laundry and restaurant expenses	250 €	400 €
Safekeeping of objects (Urgent protection of the dwelling)	48-Hour Surveillance	48-Hour Surveillance
Early return because of an event in the place of residence rendering it uninhabitable	Transportation expenses equivalent to a first-class train ticket or a business-class air ticket (when the train trip shall be over 5 hours) Territorial scope: Anywhere in the world	

## ASSISTANCE SCHEDULE (continued) – Maximum amounts per claim and annuity

Covers	Assistance	VIP Assistance
Legal support in case of theft or robbery	Unlimited	Unlimited
Replacement of video equipment and television set	15 days	15 days
Transmission of urgent messages	Unlimited	Unlimited
<b>Additional Covers</b>		
Dispatch of IT technicians	1 occurrence / annuity <sup>(1)</sup>	1 occurrence / annuity <sup>(1)</sup>
Basic assistance to pets		
- Sending of a veterinarian to the insured home (travel costs)	Unlimited	Unlimited
- Emergency transport of the Insured Pet		
- Transport	Unlimited	Unlimited
- Limit of uses	Max: 2 uses/annuity	Max: 2 uses/annuity
- Bath and grooming	1 bath/grooming/annuity	1 bath/grooming/annuity
- Cremation costs of the Insured Pet	1 occurrence/annuity	1 occurrence/annuity
- Accommodation of the Insured Pet at a kennel or cattery	1 day/annuity Max:15 €	1 day/annuity Max:15 €
- Arrangement of appointments	Unlimited	Unlimited
Information	Unlimited	Unlimited
Assistance expenses with nursing	72-Hour Assistance	72-Hour Assistance
Provision of childcare	72-Hour Assistance	72-Hour Assistance
Night delivery of pharmaceuticals	Unlimited	Unlimited
Early return in case of hospitalisation or death of a relative	Transportation expenses equivalent to a first-class train ticket or a business-class air ticket (when the train trip shall be over 5 hours) Territorial scope: Anywhere in the world	
Recovery of vehicle or continuation of stay	Transportation expenses equivalent to a first-class train ticket or a business-class air ticket (when the train trip shall be over 5 hours)	

**ASSISTANCE SCHEDULE (continued) – Maximum amounts per claim and annuity**

Covers	Assistance	VIP Assistance
Lock replacement	50 €	100 €
Arrangement of a vehicle for moving <sup>(2)</sup> (after a 12-month waiting period)	600 € / annuity	600 € / annuity
<b>Medical And Health Assistance Covers</b>		
Provision of a physician at home		Unlimited
Ambulance transportation		Unlimited
Sending of pharmaceuticals to the home		Unlimited
Information about late-night/24-hour pharmacies		Unlimited
Rental of orthopaedic appliances		175 € / annuity
Assistance in the purchase of domestic goods		2 hours/day. Max:15 days / annuity
Physical therapy at home		2 hours/day. Max:15 days / annuity
<b>Complementary services</b>		
Information about documentation	*****	Unlimited
Postal information	*****	Unlimited
Information about public entities	*****	Unlimited
Sending of flowers to Europe	*****	50 € per sending
Reservation of tickets to shows	*****	Unlimited
Assistance to house pets	*****	Unlimited
Information about gardeners	*****	Unlimited
Information about pool technicians	*****	Unlimited
Information about alarm technicians	*****	Unlimited
Installation of parabolic antennae	*****	Unlimited
Easy Life <sup>(3)</sup> Easy Home / Easy Auto / Easy Health / Easy Express		Unlimited Access <sup>(4)</sup>

\*\*\*\*\* **Cover not applicable in this guarantee.**

<sup>(1)</sup> After the first visit, all further visits of technicians to the insured home shall be borne by the Insured Person.

<sup>(2)</sup> Includes a 12-month waiting period.

<sup>(3)</sup> Some services may be limited to the areas of Greater Lisbon and Oporto.

<sup>(4)</sup> The costs with these services are the responsibility of the Insured Person.

## DIGITAL PROTECTION

### Clause 1 – Definitions

In this Special Condition, the following terms and expressions will have the meanings set forth below:

- a) **Identification or travel document:** The citizen card, identity card, passport, visa, residence permit or card, driver's licence, birth certificate, personal record book or other certificates or attestations the law acknowledges as being able to identify people, or their professional status or situation, that may give rise to rights or advantages, namely concerning subsistence, accommodation, travels, assistance, health or livelihood or improvement of their quality of life,
- b) **Domicile:** The place where the Insured Person has established their habitual residence, considered to be the place where the Insured Person habitually resides, in a stable and continuous manner, and where their domestic economy is installed and organised. For the purpose of this Policy, the Insured Person must have established their Domicile in Portugal,
- c) **Relatives/Family members:** The spouse or partner, ascendants and descendants, step-children, adopted and in-laws of the Insured Person,
- d) **Portal:** Cyber Protection Portal, available at <http://tranquilidade.cyberprotection.eap.pt> and managed by an external provider, where the insured person may enter information and enjoy several features of computer safety, data protection and monitoring of information on the internet and dark web,
- e) **Assistance service:** The 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.

### Clause 2 - Guarantees

**This cover is provided for exclusively in contracts whose holders, at the claim date, are registered as Generali Seguros Clientes Verdes.**

As a consequence of a claim, and up to the limits set out in the Schedule, the Assistance Service shall provide the following guarantees:

#### 1. Telephone psychological counselling

At the request of the Insured Person and following identity theft or online injury to the reputation of the Insured Person, the team of psychologists of the Assistance Service shall provide medical counselling, over the telephone, to the Insured Person, under the conditions compatible with the rules of the profession.

The counselling given is based on the elements provided by the Insured Person. Therefore, the Insurance Company cannot be held responsible for the interpretations of said counselling.

The liability regarding this type of intervention is solely and exclusively limited to the liability arising from this kind of medical counselling in the voice-only situations it is performed.

This medical counselling does not replace the hospital emergency services nor does it constitute in itself a medical appointment.

This guarantee may be requested between 09.00 a.m. and 07.00 p.m. on business days and up to the limit set out in the Policy.

## 2. Telephone assistance

Following identity theft or fraud committed against the Insured Person, the Assistance Service shall provide the information necessary for the issue of new documents, cancellation of payment methods and password changes.

## 3. Advance of funds abroad

- a) In case of robbery or fraudulent use of payment methods reported to the competent authorities or bodies of the country where the facts occurred, the Assistance Service shall provide the Insured Person with the necessary funds up to the Capital Ceiling provided for in the Policy,
- b) The advances provided for in this cover are granted upon the previous provision to the Insurance Company of appropriate collateral by a relative of the Insured Person, or by a third party, namely a certified cheque deposit on behalf of the Insurance Company,
- c) The Insured Person undertakes to reimburse the amount of the advance to the Insurance Company within sixty (60) days after it is performed.

## 4. Reimbursement of judicial costs within the scope of proceedings due to identity theft/fraud

- a) If as a result of a situation of online identity theft, the Insured brings a lawsuit of identity fraud or any other kind whose facts, provided for in criminal or administrative legislation, on which they are based, are founded on identity theft, the Assistance Service guarantees the reimbursement, up to the Capital ceiling provided for in the Policy, of judicial costs directly arising from legal counselling and court representation,
- b) In case the Insured brings a civil action for material and/or non-material damages based on identity theft against third parties that have committed said crime, the Assistance Service guarantees the reimbursement, up to the Capital ceiling provided for in the Policy, of judicial costs directly arising from legal counselling and court representation,
- c) **This cover does not include any lawsuits or damages arising from the loss, theft or robbery of any identification or travel documents,**
- d) **Any reimbursements in case of negligent behaviour on the part of the Insured are also excluded.**

## 5. Reimbursement of judicial costs within the scope of proceedings due to fraudulent use of payment methods

- a) In case the Insured brings a lawsuit due to fraudulent use of online payment methods or based thereon, the Assistance Service guarantees the reimbursement, up to the Capital ceiling provided for in the Policy, of judicial costs directly arising from legal counselling and court representation. This cover includes civil actions for material and/or non-material damages against third parties who have intentionally committed fraudulent use of payment methods,
- b) **This cover does not include any lawsuits or damages arising from the loss, theft or robbery of any physical payment methods, including but not limited to credit cards, debit cards or mobile phone,**

- c) **Any reimbursements in case of negligent behaviour on the part of the Insured are also excluded.**

## 6. Online protection

At the request of the Insured Person and whenever the purchase of goods has been made online and with the Insured Person's credit card, provided that the unit price of the purchase is higher than 30 €, the Assistance Service shall replace or pay for the purchased goods in case:

- The goods are not the ones initially ordered by the Insured Person and it is not possible for the seller to exchange them,
- The goods are delivered to the Insured Person with a defect that prevents them from being properly operated, or are broken or incomplete.

The Assistance Service shall also bear:

- Return costs: in case the seller accepts the return, returns or reimburses the amount of the purchased good,
- Return costs and reimbursement of the purchased good: in case the seller does not return the good.

The Insured Person may operate this cover within thirty **(30) days** following the receipt of the purchased good, or ninety **(90) days** following the non-delivery of the purchased good, by submitting for the purpose:

- Purchase invoice or other documents supporting the purchase of the good,
- Document supporting the order tracking,
- Document supporting the complaint submitted to the seller and their reply,
- Report to the competent authorities.

## 7. Illegal use of mobile phone

Following the theft or robbery of the Insured Person's mobile phone, the Assistance Service shall proceed to the reimbursement, up to the Capital Ceiling set out in the Policy, of any costs caused by fraudulent use.

This cover may be operated under the following conditions:

- The telephone must have been purchased by the Insured Person for their own use,
- The holder of the credit card used to pay for the mobile phone must be the holder of the contract entered into with the mobile communications network operator.

The processing of the reimbursement shall be performed after the facts have been reported to the competent authorities and upon submission of a detailed invoice and the payment method used.

## 8. Digital cleanup

Following identity theft or identity fraud and at the request of the Insured Person, the Assistance Service shall proceed to the removal of any data in accounts related to social networks, Microsoft and Google, up to the limit provided for in this Policy.

In order to operate this cover, the Insured Person must report the facts to the competent authorities and submit the police report to the Assistance Service.

**Removal of corporate data is excluded.**

## **9. Cyber Protection Portal**

If, following the monitoring of cyberspace through the platform, we detect the use of certain information provided by the Insured Person in the Portal, the Assistance Service, through an external provider, shall provide the creation of warnings in the Portal, and shall also provide the necessary and additional information for the management of said warnings and of the Portal.

This cover shall be operated if the Insured Person has signed up on the Portal and has entered the aforementioned information in the Portal.

## **Clause 3 - Exclusions**

**In addition to the exclusions provided for in the General Conditions, any charges or benefits related to the following shall also be excluded:**

- a) Events not reported to the Assistance Service the exact moment they occurred, except in cases of force majeure or of proven material impossibility,**
- b) Damages intentionally caused by the Insured Person and their Relatives,**
- c) Damages arising from the non-delivery of the purchased good as a result of strike by the carrier or the post office staff,**
- d) Damages arising from delays in the delivery,**
- e) Wear and tear, deterioration, corrosion, negligence,**
- f) Damages covered by the supplier's warranty,**
- g) Damages caused by the failure to comply with the technical conditions provided for in the handbook of the purchased good,**
- h) Goods whose purchase cannot be proven through an invoice or sales declaration issued in the name of the Insured Person or by means of the Insured Person's Credit Card invoice with the description of the damaged good and value thereof,**
- i) Any motor vehicle, including cars, vessels, motorboats, aircrafts, motorbikes and similar vehicles, as well as any other equipment and/or parts and/or components and/or accessories necessary for their operation and/or maintenance,**
- j) Beverages, tobacco, fuel, perfumes, food, medicines and similar items,**
- k) Goods belonging to third parties,**
- l) Medical, pharmaceutical, physiotherapeutic, orthodontic, optical or health-related equipment and/or products.**

Covers	Limits / year
Telephone psychological counselling	Max: 6 sessions (30' each)
Telephone assistance	Unlimited
Advance of funds abroad	Max. 500 €
Fraudulent use of payment methods. Reimbursement of judicial costs	Max: 2,000 € / year
Online protection	Max: 400 €
Illegal use of mobile phone	Max: 250 €
Digital cleanup	1 claim/year

## MAINTENANCE OF HOME APPLIANCES

### Clause 1 – Definitions

In this Special Condition, the following terms and expressions will have the meanings set forth below:

- a) **Insured goods:** The Insured Goods are considered to be the following:
- Refrigerator,
  - Chest freezer,
  - Vertical freezer,
  - Refrigerator/freezer combo,
  - Washer and dryer,
  - Dishwasher,
  - Built-in induction plates and glass ceramic cook-tops,
  - Smoke exhaust ventilator,
  - Electric and gas oven,
  - Electric and gas water heater,
  - Boilers,
  - Thermal accumulators.
- b) **Malfunction:** Any faults in the Insured Good, of a mechanical, electric or electronic nature, caused by its regular use, arising from the sudden and unforeseeable incapacity of a part of ensuring its operation according to the specifications provided for by the manufacturer, thereby becoming inadequate for the function it was used and made for,
- c) **Domicile:** The place where the Insured Person has established their habitual residence, considered to be the place where the Insured Person habitually resides, in a stable and

continuous manner, and where their domestic economy is installed and organised. For the purpose of this Policy, the Insured Person must have established their Domicile in Portugal.

### Clause 2 – Description of the cover

In case of Malfunction of an Insured Good, the Insurance Company shall guarantee the dispatch to the Insured Domicile of a qualified professional to repair the Malfunction of the Insured Good, up to a maximum of 2 (two) interventions per year during the term of the Policy.

### Clause 3 – Scope of cover

1. The scope of this guarantee includes, per each intervention, costs of displacement to the Insured Domicile of a qualified professional for the repair, as well as 1 (one) hour of labour. The Insurance Company shall also bear, up to the Capital Ceiling set out in the Policy, the value of the parts to be replaced in home appliances up to 10 years. After said ceiling is depleted, charges shall be borne by the Insured.
2. The materials necessary for the repair of the Malfunction, as well as the hours of labour exceeding the ceiling mentioned in the previous paragraph, are the responsibility of the Insured.
3. Under no circumstance shall the Insurance Company guarantee the viability of the repair of the Insured Good or, if the repair is possible, that it may be performed at the Insured Domicile.
4. Following the depletion of the annual limit of interventions provided for in the policy, the Insured might still enjoy the service. However, the Insured shall bear all costs thereof.
5. This cover provides for a waiting period of 1 month following the date of commencement of the Policy.

### Clause 4 – Exclusions

**Apart from other exclusions provided for in the General Conditions, this cover expressly excludes guarantees and benefits that have not been requested to or provided by the Insurance Company, or without its consent.**

**This cover also excludes:**

- a) Reimbursement of the value of the parts,
- b) Repairs of damages to goods that are not considered to be Insured Goods,
- c) Services provided by technicians not authorised by the Assistance Service,
- d) Malfunctions covered by the manufacturer's warranty or if, for any motive, the term of the manufacturer's warranty is unknown, malfunctions covered during the legal warranty term,
- e) Insured Goods that are more than 10 (ten) years old,
- f) Malfunctions guaranteed by other covers of the Policy,
- g) Malfunctions arising from non-compliance with the manufacturer's recommendations or stemming from the alteration or change of the manufacturer's specifications,
- h) Any damage the Insured Good may sustain that does not cause a Malfunction, namely scratches on the surfaces of the Insured Good, dents, strains or rupture of non-mechanical, electric or electronic components thereof,

- i) Damages of any kind caused as a consequence of an accident, namely fall, external impact, fire, voltage increases, introduction of foreign bodies and infiltration of liquids, as well as negligence, careless operation, misuse or inadequate storing and use of the Insured Good under abnormal conditions,
- j) Aesthetic damages, corrosion or oxidation of the Insured Good caused by use or wear and tear or environmental circumstances,
- k) Malfunctions arising from facts or circumstances known to the Insured or pre-existing at the date of commencement of the guarantee,
- l) Tubes, valves, fuses, cathode ray tubes, electronic valves and lamps or other radiation sources of the equipment itself,
- m) Caused by the slow development of strains, distortions, deep scratches, fractures, blisters, lamination, cracks, grooves or rectification of joints or other defective connections,
- n) For which the manufacturers, assemblers or suppliers of the machines or installations are legally or contractually responsible, unless they decline their responsibility and the cause of the malfunction falls within the scope of this cover. In this case, the Insurance Company shall have a right of recourse against said manufacturers or suppliers.

Covers	Assistance	VIP Assistance
<b>Maintenance of Home Appliances</b>	2 uses / annuity	2 uses / annuity
Dispatch of professionals	Unlimited	Unlimited
Labour	1 hour	1 hour
Replacement parts (for home appliances up to 10 years of age)	100 €/intervention	150 €/intervention

## PEST CONTROL

At the request of the Insured Person, the Insurance Company shall organise and bear the costs, up to the Capital Ceiling set out in the Policy, with the dispatch of a qualified professional to the insured domicile for the purpose of pest control (cockroaches, ants, mice, fleas, etc.) in outer and inner areas part of the insured domicile, excluding common areas, using appropriate chemicals.

The use of this guarantee is limited to 1 (one) intervention per annuity of the Policy.

Covers	Assistance	VIP Assistance
<b>Pest control</b> (Labour and materials to be paid by the Insured)	Displacement costs: Unlimited 1 use/annuity	

## HOME PROTECTION

### DAMAGE TO THE PROPERTY OF EMPLOYEES

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees damage caused to **Property of Employees**.
2. This cover guarantees damage arising from the occurrence of any of the risks covered under this Policy, caused to property of the Insured's employees while inside the insured home.

#### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Damage to automobiles, including two-wheeled vehicles,**
- b) **Values, namely money, cheques or other securities, gold and silver items and jewellery.**

### ACCIDENTAL BREAKAGE OF GLASS WALLS

#### Clause 1 - Scope of Cover

This Special Condition guarantees damage arising from the **accidental breakage of mirrors and fixed glass walls of the building.**

#### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Not consisting of breakage or fracture,**
- b) **Caused directly or indirectly by a source of heat,**
- c) **Arising from a defect in the product, of its placement or from the assembly or disassembly or parts,**
- d) **Sustained by glasses or mirrors that are not walls of the insured building.**

### CONTENTS – STUDENTS

#### Clause 1 – Scope of Cover

1. This Special Condition covers **damages caused to home contents belonging to a student** studying away from home in case of a claim of any of the following natures:
  - a) Fire, lightning or explosion,
  - b) Storms,
  - c) Land subsidence,

- d) Flooding,
  - e) Strikers' actions,
  - f) Theft or robbery.
2. The guarantees indicated in the previous paragraph are operated under the terms provided for in these General Conditions and in the respective Special Conditions.
  3. For the purpose of this Special Condition, a **student studying away from home** is considered to be a Household member residing away from the insured home in order to attend higher education or equivalent.
  4. **This Special Condition is operated only during the academic year in which the student resides at the place of risk appointed for the purpose.**

## Clause 2 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, losses or damage caused to the following will not be guaranteed:**

- a) **Valuables (as defined in Clause 1 of the General Conditions, with the exception of laptops/desktops and tablets, used as study supporting material),**
- b) **Jewellery and precious items.**

## VEHICLES IN GARAGES

### Clause 1 - Scope of Cover

1. This Special Condition guarantees damage to **Vehicles in Garages**.
2. The guarantee provides for the extension of the cover to automobiles, motorcycles and non-motorised bicycles with a unit value of 750 €, kept in an enclosed and private garage used exclusively by the insured or adjacent to the building or fraction thereof containing the insured goods, provided that said garage is built in non-flammable materials and equipped with a door and a lock.
3. The insured vehicles must be described and valued in the Schedule, and the compensation payable in case of a claim will be determined accordingly to the commercial value of the vehicle at the date of the event giving rise to a claim.
4. **In the case of electric vehicles, electrical risks are limited to the capital indicated in the policy for electrical risk cover.**
5. If the contract only insures the contents, the domestic charger for the insured electric vehicle will be covered.
6. **The guarantees provided for in this special condition operate in the subsidiary capacity and will only apply if there is no other insurance covering the damages incurred.**

## Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the isolated theft or robbery of parts and accessories, including helmets, of the vehicle is not guaranteed.**

## BUILT-IN HOME APPLIANCES

### Clause 1 – Scope of Cover

1. This Special Condition covers damages caused to **built-in household home appliances** (white line) as a consequence of any of the risks guaranteed by the policy.
2. If this cover is underwritten, damages directly caused to built-in home appliances are also covered as a consequence of **theft or robbery**, under the terms provided for in the Special Condition “Theft or Robbery.”
3. This cover is operated on a first risk basis and shall have as compensation ceiling the amount set out in the Schedule.

### Clause 2 – Exclusions

**The same exclusions provided for in the Special Conditions of the covers that are triggered in case of a claim shall apply to this cover.**

## HOME + ASSISTANCE

### Clause 1 – Definitions

In this Special Condition, the following terms and expressions will have the meanings set forth below:

- a) **Claim:** The breakdown or damage, blockage, infiltration, or equivalent occurrence resulting from a sudden, external, fortuitous, unforeseen cause, independent of the will of the Insured Person, which directly causes a situation of difficulty related to their Domicile, giving rise to a need to receive assistance and susceptible of triggering the activation of the cover provided for under the corresponding guarantee,
- b) **Insured Person:** The Insured as defined in the General Conditions.

### Clause 2 – Scope of Cover

#### 1. Energy Counselling and Certification

Upon request from the Insured Person, the Assistance Service will arrange a video call session with qualified professionals for energy advice or an in-person session with qualified professionals for an energy assessment for certification purposes, in the case of the sale or rental of the Domicile.

The energy counselling session will focus on the following points:

- Heating and cooling of spaces
- Ventilation

- Domestic hot water
- Lighting
- Analysis of energy bills
- Assistance with applications to clean energy financing/aid
- Solar panels

\* This guarantee must be requested by appointment, with a minimum advance notice of 8 days, on business days, and will have a duration of approximately 30 minutes.

**Maximum compensation amount:**

**Access to the Service: Unlimited**

**Energy certification: Cost of Certification borne by the Insured Person**

**Does not include ADENE fees.**

**2. Green & Home Check-Up Service**

The Assistance Service will organize and cover, up to the Capital Limits set out in the Policy, the following services:

- a) An online session with qualified professionals to guide the Insured Person on methods to make their Domicile more sustainable, ecological, and economical.

This advisory service will have a duration of approximately 30 minutes.

**Maximum compensation amount: 1 Service / Annuity**

- b) An inspection service to the Domicile to check for potential issues, including infiltrations, electrical installations, and gas leaks. This service includes a final report.

**Maximum compensation amount: 1 Service / Annuity**

**3. Dispatch of Professionals to the Domicile**

Following a Claim and upon request from the Insured Person, the Assistance Service will organize and cover, up to the Capital Limits set out in the Policy, the dispatch of qualified professionals to the Domicile for containment and repair of the type of damage in question.

Services considered to be urgent, such as plumbers, drain technicians, electricians, and locksmiths, can be requested 24 hours a day, including weekends and holidays.

Non-urgent services, such as bricklayers, carpenters, painters, plasterers, carpet layers and blind fitters, should be requested from Monday through Friday, from 9:00 am to 6:00 pm.

**Maximum compensation amount: 2 hours of labour including travel / Annuity**

#### 4. Domestic Cleaning Services

Following an Illness or Accident that prevents the Insured Person from performing household chores, the Assistance Service will organize and cover, up to the Capital Limits set out in the Policy, the dispatch of domestic cleaning professionals to the Domicile.

**Maximum compensation amount: 3 hours including travel / Annuity**

#### 5. Dispatch of Technician for Gutter Unclogging

Following a Claim at the Domicile and upon request from the Insured Person, the Assistance Service will organize and cover, up to the Capital Limits set out in the Policy, the dispatch of qualified professionals to unclog gutters.

**Maximum compensation amount: 2 Services / Annuity**

**Maximum: 3 hours**

#### 6. Home Care

##### 6.1. Dispatch of Technician for Bathroom Repair

Following a Claim in the bathroom of the Domicile and upon request from the Insured Person, the Assistance Service will organize and provide for, up to the Capital Limits set out in the Policy, the dispatch of qualified professionals for the repair of:

- a) Infiltrations / leaks around the bathtub or shower,
- b) Shower and bathtub valves,
- c) Sanitary elements.

The cost of the necessary materials will be borne by the Insured Person.

**Maximum compensation amount: 1 Service / Annuity**

##### 6.2. Dispatch of Technician for Kitchen Repair

Following a Claim in the kitchen of the Domicile and upon request from the Insured Person, the Assistance Service will organize and provide for, up to the Capital Limits set out in the Policy, the dispatch of:

- a) Plumber to manually unclog the sink, adjust valves,
- b) White goods technician for replacement of refrigerator door gasket and cleaning of cooling fans,
- c) Electrician for replacement of light bulbs.

The cost of the necessary materials will be borne by the Insured Person.

**Maximum compensation amount: 1 Service / Annuity**

##### 6.3. Dispatch of Air Conditioning Technician

Following a Claim at the Domicile and upon request from the Insured Person, the Assistance Service will organize and provide for, up to the Capital Limits set out in the Policy, the dispatch of qualified professionals for the repair of radiators/air conditioning units.

The cost of the necessary materials will be borne by the Insured Person.

**Maximum compensation amount: 1 Service / Annuity**

#### 6.4. Dispatch of Technician for Window and Door Climate Control

Following a Claim at the Domicile and upon request from the Insured Person, the Assistance Service will organize and provide for, up to the Capital Limits set out in the Policy, the dispatch of qualified professionals for caulking and adjustment of doors and windows.

The cost of the necessary materials will be borne by the Insured Person.

**Maximum compensation amount: 1 Service / Annuity**

#### 7. Home Organization and Decoration

Upon request from the Insured Person, the Assistance Service will organize and provide for two sessions with qualified professionals in the field of home organization, up to the Capital Limits set out in the Policy.

This guarantee includes:

- 1<sup>st</sup> in-person or virtual 90-minute session,
- 1 Online Practical Session (3 hours) consisting of:
  - 30 minutes online for defining household tasks to be accomplished,
  - 2 hours of practical work to complete the organization task,
  - final 30 minutes live to conclude the session and set new goals.

The Assistance Service will also organize, upon request from the Insured Person, a session with qualified professionals for online decoration projects of rooms in the Insured Person's Domicile (living room, bedroom, etc.). All costs associated with the session will be borne by the Insured Person.

**Maximum compensation amount:**

**Home organization: 1 Service / Annuity**

**Online decoration: Access to the service at agreed prices**

GUARANTEES	ASSISTANCE
<b>Home Assistance+</b> Energy Counselling and Certification  Green & Home Check-Up Service Dispatch of Professionals to the Domicile Domestic Cleaning Services Dispatch of Technician for Gutter Unclogging Home Care  Home Organization and Decoration	Access to the Service: Unlimited Cost of Certification borne by the customer  1 service/annuity 2 hours/annuity 3 hours/annuity 2 services/annuity; 3 hours max. 1 service/annuity  Organization – 1 service/annuity Decoration – Access to the service at agreed prices

## TENANT

### DAMAGE TO LANDLORD PROPERTY

#### Single Clause - Scope of Cover

1. This Special Condition guarantees **Damage** caused to **Landlord Property** located in the place of the risk.
2. This cover guarantees the payment of expenses for repairing or replacing the goods that are part of the landlord's building affected by an event covered by the contract.
3. Said payment will be made only against the presentation of documents evidencing the expenses made, provided that the Insured has given notice of the occurrence of the claim to the landlord, by registered mail, and that the landlord does not undertake the repair.
4. The operation of this Special Condition will not prejudice the operation of the compulsory Fire cover.

## LANDLORD

### LOSS OF RENTS

#### Single Clause - Scope of Cover

1. This Special Condition guarantees losses arising from **Loss of Rents**.
2. The Insurance Company guarantees to the Insured, in their capacity of landlord/landlady, the payment of the monthly value of the rents that the building or the insured fraction has ceased to provide to him/her because it cannot be occupied, either totally or partially, because of an event covered by this Contract.
3. This guarantee will be valid during a period reasonably required to carry out the works needed to reinstate the insured building to its former condition, but in no case will it be greater than the monthly values and the values stated in the Schedule.

## TECHNOLOGY

### FIXED ELECTRONIC EQUIPMENT

#### Clause 1 – Scope of Cover

1. This Special Condition guarantees damage caused to **Fixed electronic equipment**.

Fixed electronic equipment is considered to be any of the following: desktops (except mini), screens, keyboards, mouse, webcams, printers (including multi-function), scanners, fax, DVD or Blu-ray players, home cinema equipment, LED, LCD or Plasma TV sets, sound systems, fixed telephones (wireless or not).

2. The guarantee covers damage to fixed electronic or computer equipment for non-professional use by the household, caused by:
  - a) Design, material, manufacturing or assembly defects undetectable from the exterior and unknown at the date of execution of this Contract,
  - b) Operating errors, lack of skill, negligence and incompetence,
  - c) Fire and the extinction thereof (originated in the equipment itself or not), impact of lightning, explosion, smoke, dust, corrosive gases and damage by burns and incandescence,
  - d) The effects of electric current, namely excessive voltage or overcurrent, including damage caused by electricity in the atmosphere, short-circuit, deficient insulation, magnetism and implosion.
3. **Only equipment regarding which a purchase receipt can be produced shall be taken into account for the purpose of this cover.**

### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Caused by cathode tubes, except when resulting from fire or explosion in a nearby object,**
- b) **Due to normal wear and tear or to any mechanical deficiency,**
- c) **Covered by supplier, manufacturer or installer warranties,**
- d) **Damages to machines or equipment that have been purchased or used for more than 8 years,**
- e) **Damages to equipment different from the one mentioned in paragraph 1 of the previous Clause.**

### Clause 3 - Compensation Limits

1. **In case of total destruction of the insured equipment, the Insurance Company shall pay to the Insured a compensation corresponding to the value of replacement of the insured good, at the claim date, with new equipment, of similar characteristics and efficiency, notwithstanding the limits provided for in the following paragraph.**
2. **Only the following insured goods shall be subject to compensation, according to their nature and age limits indicated below:**

Type of equipment	Maximum limit
Brown Line (Audiovisual Equipment, TV and Video)	8 years
Grey Line (Computer Equipment)	5 years

3. If the equipment is repairable, the Insurance Company shall be liable for the costs necessary to restore the machine or equipment to the same conditions it was in immediately before the claim, plus any assembly and disassembly and freight charges.
4. If the repair costs are equal to or higher than the compensation limits provided for in paragraphs 1 and 2 above, the compensation payable by the Insurance Company shall be calculated under the terms provided for therein.

## MOBILE ELECTRONIC EQUIPMENT

### Clause 1 - Scope of Cover

1. This Special Condition guarantees damage caused to **mobile electronic equipment**.  
**Mobile electronic equipment** is considered to be any of the following: mobile phones, smartwatches, tablets, laptops, hybrids or mini desktops, digital photo cameras, digital video cameras, MP3/MP4 players, iPods, portable DVD or Blu-ray players, GPS systems and handheld consoles.
2. The guarantee covers damages sustained by mobile electronic or computer equipment for non-professional use by the household or for professional/school use which is entrusted to the custody of the Insured or a Household member, as a result of:
  - a) Design, material, manufacturing or assembly defects undetectable from the exterior and unknown at the date of execution of this Contract,
  - b) Operating errors, lack of skill, negligence and incompetence,
  - c) Fire and the extinction thereof (originated in the equipment itself or not), impact of lightning, explosion, smoke, dust, corrosive gases and damage by burns and incandescence,
  - d) The effects of electric current, namely excessive voltage or overcurrent, including damage caused by electricity in the atmosphere, short-circuit, deficient insulation, magnetism and implosion.
3. **Only equipment regarding which a purchase receipt or documents proving that it is in the custody of the Insured or a Household member can be produced shall be taken into account for the purpose of this cover.**
4. The goods insured under this cover are also guaranteed in case of damage accidentally caused outside the place of risk.
5. **In cases where the equipment is not owned by the insured or the household, the insurance of the owner should be the first to operate, if it exists.**

### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Due to normal wear and tear or to any mechanical deficiency,**
- b) **Covered by supplier, manufacturer or installer warranties,**
- c) **To machines or equipment that have been purchased or used for more than 8 years,**

- d) To equipment different from the one mentioned in paragraph 1 of the previous Clause,
- e) Resulting from the loss, misplacement, and/or disappearance of the insured property.

### Clause 3 - Compensation Limits

1. In case of total destruction of the insured equipment, the Insurance Company shall pay to the Insured a compensation corresponding to the value of replacement of the insured good, at the claim date, with new equipment, of similar characteristics and efficiency, notwithstanding the limits provided for in the following paragraph.
2. Only the following insured goods shall be subject to compensation, according to their nature and age limits indicated below:

Type of equipment	Maximum limit
Brown Line (Audiovisual Equipment, TV, Video and Photography)	8 years
Grey Line (Computer Equipment)	5 years

3. If the equipment is repairable, the Insurance Company shall be liable for the costs necessary to restore the machine or equipment to the same conditions it was in immediately before the claim, plus any assembly and disassembly and freight charges.
4. If the repair costs are equal to or higher than the compensation limits provided for in paragraphs 1 and 2 above, the compensation payable by the Insurance Company shall be calculated under the terms provided for therein.

## ELECTRICAL RISKS EXTENSION

### Single Clause – Scope of Cover

This cover guarantees an extension of the base capitals, which is operated according to the conditions provided for in the Special Condition “**Electrical Risks.**”

## IT ASSISTANCE

### Clause 1 – Definition

For the purpose of this Special Condition, the term "Insured Person" refers to the Insured as defined in the General Conditions.

### Clause 2 – Scope of Cover

#### 1. Remote IT Assistance and IT Safe

In case of malfunction or excessive and abnormal increase in energy consumption of the PC or laptop owned by the Insured Person or a Household member, and upon their request, the

Assistance Service will provide to the Insured Person or to the Household member access to a qualified technician by phone or chat for the rebooting of operating systems in case of malfunction, and installation of specific software if deemed necessary by the Assistance Service, as well as the removal of unused programs and devices and configuration of hibernation when the computer equipment is inactive.

The aforementioned guarantee applies to Microsoft, Mac, and Linux systems.

The CD-ROM with the original software of the device is necessary to perform the above-mentioned functions; in some cases, the assistance service may download the software from the Internet if the Insured Person has the respective licence.

Before remote IT assistance is provided, the Insured Person or the Household member must back up the data, software, or other files stored on their personal computer's disk.

**Maximum compensation amount: 1 Service / Annuity; maximum: 2 hours**

## 2. Home IT Assistance

Upon request from the Insured Person, the Assistance Service will arrange for qualified professionals to be dispatched to the Domicile for the installation of components and applications, as well as for troubleshooting computer and network performance and configuration issues:

- Assistance in managing applications, IT tools, and communications,
- Installation and uninstallation of applications,
- Software version updates and service packs whenever the Insured Person has the respective licence or the update is free,
- Configuration of operating systems and software applications,
- Advice on software requirements for IT applications,
- Installation and configuration of peripheral systems such as printers and scanners,
- Rebooting of operating systems in case of malfunction, and installation of specific software if deemed necessary by the Assistance Service.

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

The CD-ROM with the original software of the device is necessary to perform the above-mentioned functions; in some cases, the assistance service may download the software from the Internet if the Insured Person has the respective licence.

Before IT assistance is provided, the Insured Person must back up the data, software, or other files stored on their personal computer's disk.

This guarantee must be requested at least 48 hours in advance on business days, from Monday through Friday, from 9:00 am to 6:00 pm.

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

Software can only be installed if the Insured Person has the respective licence.

The costs of the first visit will be covered by the Assistance Service, while the following visits, as well as any costs related to hardware, peripherals, and software, will be borne by the Insured Person.

**Maximum compensation amount: 1 Service / Annuity; maximum: 2 hours**

### 3. Laptop Computer Rental

In case of loss, theft, or unavailability of your computer, and if requested by the Insured Person or a Household member, the Assistance Service will arrange and provide for, up to the Capital Limits set out in the Policy, the rental of a laptop in the name of the Insured Person for a period of 30 days.

The laptop to be provided will have the following specifications:

- i3 or i5 Laptop,
- 4 or 6 GB RAM,
- 240 GB (minimum) Hard Drive,
- Updated Windows operating system.

Any damage occurring to the laptop during the rental period will be the responsibility of the Insured Person or the Household member.

**Maximum rental time: 1 Month / Annuity**

### 4. Assistance following a robbery

Following the Robbery of the Insured Person's smartphone, used for personal purposes, and after reporting it to the competent authorities, the Assistance Service, upon request by the Insured Person, will guarantee up to the Capital Limits established in the Policy, the reimbursement of the Market Value of the Insured Smartphone in case of Robbery resulting in its definitive loss.

This guarantee can be activated under the following conditions:

- The Insured Person must report the occurrence to the authorities within 24 hours,
- Send a copy of the report to the Assistance Service, as well as a copy of the invoice, in their name, for the purchase of the Insured Smartphone,
- The Insured Smartphone must have been purchased by the Insured Person for their own personal use.

**Maximum compensation amount: 400 € / Annuity**

**Excess: 50 €**

GUARANTEES	ASSISTANCE
<b>IT Assistance</b> Remote IT Assistance and IT Safe Home IT Assistance Laptop Computer Rental Assistance due to robbery	1 service / annuity, 2 hours max. 1 service / annuity, 2 hours max. 30 days / annuity 400 € / annuity, excess: 50 €

## OUTDOORS

### REMAKING OF GARDENS

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees the **Remaking of Gardens**, as follows.
2. This guarantee covers damage to the goods listed below, arising from a claim guaranteed by the covers for Fire, Fall of Lightning and Explosion, Storms, Flooding, Acts of Vandalism and Fall of Hail and Snow, provided said covers were expressly subscribed:
  - a) Gardens surrounding the insured building, including trees, grass and the watering system,
  - b) Walls, gates and fences surrounding the gardens.

#### Clause 2 - Exclusions

**Without prejudice to the exclusions provided in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Wear and tear or deficient operation of the watering system, and of the accessories and control devices thereof,**
- b) **Lack of maintenance or conservation, as well as those resulting from normal wear and tear due to the continuation of use.**

#### Clause 3 - Compensation

1. The calculation of compensation will take into account only the cost effectively disbursed by the Insured to remake or to replant the insured goods as per their former characteristics.
2. Compensation will be settled against the progressive presentation of proof of disbursement, however, the period of compensation may not extend beyond six (6) months from the date of the occurrence giving rise to the claim.

### THIRD-PARTY LIABILITY – POOLS

#### Clause 1 - Scope of Cover

1. This Special Condition guarantees the non-contractual **Third-Party Liability** of the Insured in his/her capacity as owner of a permanent pool existing in the insured place.
2. This guarantee covers the property and non-property damage directly arising from bodily injury or material loss caused to third parties, as a consequence of the ownership of a pool existing in the insured place.

#### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage will not be guaranteed:**

- a) **Stemming from alterations or repair works to the insured pool,**
- b) **Caused by lack of cleaning or adequate water treatment,**
- c) **Damage/injuries sustained by the Insured or by members of their Household,**
- d) **Caused by non-permanent swimming pools.**

## SPORTS AND ACCIDENTS

### PERSONAL INJURIES

#### Clause 1 – Definitions

In this Special Condition, the following terms and expressions will have the meanings set forth below:

- a) **Insured persons:** The Insured and the people who are part of their household and live with them.
- b) **Extra-vocational activity:** Any activity not directly related to the profession of the Insured Persons, whether they are self-employed or as employees. For this purpose, activities of students and persons solely engaged in household work are not considered to be professions.

#### Clause 2 – Scope of Cover

1. Under this Special Condition, the Insurer guarantees, as a result of a fortuitous, sudden, and abnormal accident due to an external cause, contrary to the Insured Persons' will, resulting in bodily injuries, occurred during the performance of any extra-vocational activity, the payment of the corresponding compensation defined in the Schedule of the Policy for:
  - a) **Death,**
  - b) **Permanent Disability of over 75%.**
2. The compensation limit guaranteed under this cover is as established in the Schedule of the Policy and corresponds to the **maximum amount per household, limited to 25% per Insured Person.**

#### Clause 3 – Compensation

1. **Compensations for death and total permanent disability are not cumulative. Therefore, if the Insured Person dies, the capital for Death will be reduced by any capital for Permanent Disability that may have been previously awarded or paid regarding the same accident.**
2. In the event of death, occurring immediately or within two (2) years from the date of the accident, the Insurer will pay the corresponding insured capital indicated in the Schedule of the Policy to the Beneficiaries designated in the policy. In the event of non-designation, the beneficiaries will be the respective legal heirs.
3. In the event of permanent disability clinically confirmed and occurring within two (2) years from the date of the accident, the compensation will be paid, unless otherwise indicated in the policy, to the injured person and will be determined based on the National Table of Disabilities.
4. The verification of total permanent disability automatically causes the Death cover to lapse.

## Clause 4 - Exclusions

For the purpose of this Special Condition, accidents resulting from the following are excluded:

- a) Practice of any sport related to hunting or shooting sports,
- b) Practice of hang-gliding, paragliding, or skydiving,
- c) Use of motorized two-wheeled vehicles,
- d) Natural disasters, acts of war, terrorism, public disturbances, and the use or transport of radioactive materials,
- e) Accidents caused by to the actions of the Insured Persons resulting from alcoholism and/or the use of unprescribed drugs,
- f) Accidents resulting from crimes and other intentional acts of the Insured Persons, as well as suicide,
- g) Hernias, of any nature.

## Clause 5 - Obligations of the Insured Persons

In the event of an accident, the Insured Persons are obligated to:

- a) Submit, within eight (8) days after the Insured Person has received medical attention, a statement from the physician detailing the nature of the injuries, their diagnosis, and the percentage of any permanent disability that may have been determined,
- b) Comply with medical prescriptions,
- c) Submit to an examination by a physician appointed by the Insurer,
- d) Authorize physicians to provide all information requested by the Insurer,
- e) In case of death, in addition to reporting the accident, provide the Insurer with a death certificate and, when deemed necessary, other documents clarifying the accident and its consequences.

## ROBBERY OF SPORTS EQUIPMENT OUTSIDE THE HOME

### Clause 1 – Scope of Cover

1. This Special Condition guarantees damage arising from **attempted or actual robbery** (as defined in the Criminal Code) **of sports material** belonging to the Insured, occurred **outside the place or places of risk** identified in the policy.
2. This cover shall be operated only if the robbery is reported to the competent authorities within 48 hours maximum, and the Insured must submit to the Insurance Company a document proving said report.
3. The cover is valid in Mainland Portugal and Autonomous Regions of Azores and Madeira.

## Clause 2 – Exclusions

Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, damage caused to the following will not be guaranteed:

- a) Motor vehicles,
- b) Hunting weapons and material related to shooting sports,
- c) Electronic equipment,
- d) Equipment for the practice of hand-gliding, paragliding or parachuting.

## SPORTS ASSISTANCE

### Clause 1 – Definition

For the purpose of this Special Condition, the term "Insured Person" refers to the Insured as defined in the General Conditions.

### Clause 2 – Scope of Cover

#### 1. Online Nutrition Consultation

Upon request of the Insured Person or a Household member, the Assistance Service will arrange and provide for, up to the Capital Limits set out in the Policy, a video consultation with specialists in nutrition and dietetics to clarify doubts or develop a healthy eating plan tailored to the needs of the Insured Person or the Household member, under conditions that are compatible with the rules of the profession.

The answers provided are based on the information provided by the Insured Person or the Household member, and the Assistance Service is not responsible for their interpretation.

The liability regarding this type of intervention is solely and exclusively limited to the liability arising from this kind of support in the remote situations it is performed.

This guarantee can be requested between 09:00 am and 07:00 pm on business days and will have an approximate duration of 30 minutes.

**Maximum compensation amount: 3 Consultations / Annuity**

#### 2. Counselling with a Personal Trainer

Upon request of the Insured Person or a Household member, the Assistance Service will arrange and provide for, up to the Capital Limits set out in the Policy, a video consultation with qualified professionals to develop a customised exercise training plan adapted to the physical condition, age, and goals of the Insured Person or the Household member.

This guarantee can be requested between 07:00 am and 09:00 pm on business days and will have an approximate duration of 30 minutes.

**Maximum compensation amount: 3 Consultations / Annuity**

#### 3. Health Coach

Upon request of the Insured Person or a Household member, the Assistance Service will arrange and provide for, up to the Capital Limits set out in the Policy, a health coaching session.

This guarantee can be requested by appointment between 07:00 am and 09:00 pm on business days and will have an approximate duration of 50 minutes.

The total cost of the session will be borne by the Insured Person or the Household member.

**Maximum compensation amount: 1 Service / Annuity**

#### 4. Mindfulness Session

Upon request of the Insured Person or a Household member, the Assistance Service will arrange and provide for, up to the Capital Limits set out in the Policy, a Mindfulness session focused on the following points:

- Stress Management,
- Meditation,
- Guided Relaxation,
- Burnout Prevention.

This guarantee can be requested by appointment between 07:00 am and 09:00 pm on business days and will have an approximate duration of 60 minutes.

**Maximum compensation amount: 1 Service / Annuity**

#### 5. Telephone psychological counselling

In case of a Claim and upon request of the Insured Person or a Household member, the team of psychologists of the Assistance Service will provide psychological counselling over the phone to the Insured Person or the Household member, under conditions compatible with the rules of the profession.

For the purpose of this guarantee, a Claim is understood as an event due to a sudden, external, fortuitous and unforeseen cause, independent of the will of the Insured Person, which directly results in a situation of difficulty related to their physical or mental state, requiring immediate assistance and support.

The counselling given is based on the elements provided by the Insured Person or the Household member. Therefore, the Insurer cannot be held responsible for the interpretations of said counselling.

The liability regarding this type of intervention is solely and exclusively limited to the liability arising from this kind of counselling in the voice-only situations it is performed.

This counselling does not replace the hospital emergency services nor does it constitute in itself a medical appointment or a psychological evaluation. Whenever deemed necessary, the team of psychologists of the Assistance Service may, however, refer the Insured Person or the Household member to a specialised consultation.

The cost of this service will be borne by the Insured Person and may be requested between 09:00 am and 07:00 pm on business days.

**Maximum compensation amount: 1 Consultation / Annuity**

#### 6. Transportation of Insured Bicycle or Scooter Due to Breakdown or Accident

In the event of an Accident or Breakdown preventing the insured Bicycle or Scooter from operating, and if the Insured Person or a Household member is more than 10 km away from their Domicile, the Assistance Service will arrange and provide for, up to the Capital Limits set

out in the Policy, the transportation of these vehicles from the location of the Accident or Breakdown to the Domicile or to the nearest repair shop.

**Maximum compensation amount: Unlimited, 1 Service / Annuity**

#### **7. Transportation of the Insured Person**

Following the activation of guarantee No. 6 "Transportation of Insured Bicycle or Scooter Due to Breakdown or Accident," and when this is due to an Accident, the Assistance Service will arrange and provide for the cost of transportation from the location of the Domicile or the location of the Claim to the respective nearest hospital or clinic.

**Maximum compensation amount: Transportation – Unlimited**

#### **8. Payment of Medical, Surgical, Pharmaceutical, and Hospitalisation Costs in Portugal**

If the Insured Person encounters difficulties as a result of an Accident sustained while riding the Insured Bicycle or Scooter, and requires medical, surgical, pharmaceutical, or hospital assistance, the Assistance Service will provide for, up to the Capital Limit set out in the Policy:

- a) Medical and surgical costs and fees,
- b) Pharmaceutical costs prescribed by a physician,
- c) Hospitalization costs.

**Maximum compensation amount: 1,500 € / Annuity**

## **HEALTH ASSISTANCE**

### **Clause 1 – Definitions**

In this Special Condition, the following terms and expressions will have the meanings set forth below:

- a) **Claim:** Event due to a sudden, external, fortuitous and unforeseen cause, independent of the will of the Insured Person, which directly results in a situation of difficulty related to their physical or mental state, that gives to the need to receive immediate assistance and support,
- b) **Insured person:** the Insured as defined in the General Conditions.

### **Clause 2 – Scope of Cover**

#### **1. Online Medical Consultation**

Following a Claim and upon request of the Insured Person or a Household member, the Assistance Service will arrange and provide for, up to the Capital Limits set out in the Policy, a Video Consultation for medical guidance to the Insured Person, provided by the medical team of the Assistance Service, under conditions compatible with the rules of the profession.

The answers given are based on the elements provided by the Insured Person or the Household member. Therefore, the Assistance Service cannot be held responsible for their interpretation.

The liability regarding this type of intervention is solely and exclusively limited to the liability arising from this kind of medical counselling in the remote situations it is performed.

The Insured Person will be informed of the procedures necessary to access the service via the website.

The Assistance Service will not be responsible for the inability to use the services resulting from system irregularities, failure (temporary or permanent), as well as for any damages resulting from their improper use.

**Maximum compensation amount: 1 Consultation / Annuity**

## 2. House Call

Following a Claim that physically incapacitates the Insured Person, preventing them from leaving their Domicile, and upon request of the Insured Person or a Household member, the Assistance Service guarantees the dispatch of a general practitioner to the Domicile for consultation and possible advice on the course of action to be followed.

The cost of the first visit and consultation per Policy annuity is covered by the Assistance Service, and the other visits, consultation, and any prescribed treatments will be borne by the Insured Person or the Household member.

**Maximum compensation amount: 1 Consultation / Annuity**

## 3. Telephone medical counselling

Following a Claim and upon request of the Insured Person or a Household member, the medical team of the Assistance Service will provide medical counselling over the phone to the Insured Person or the Household member, under conditions compatible with the rules of the profession.

The answers given are based on the elements provided by the Insured Person or the Household member. Therefore, the Assistance Service cannot be held responsible for the interpretations of said answers.

The liability regarding this type of intervention is solely and exclusively limited to the liability arising from this kind of medical counselling in the voice-only situations it is performed.

This medical counselling does not replace the hospital emergency services nor does it constitute in itself a medical appointment.

**Maximum compensation amount: 1 Counselling / Annuity**

## 4. Medical Samples Home Collection

Following a Claim that physically incapacitates the Insured Person, preventing them from leaving their Domicile, and upon request of the Insured Person or a Household member, the Assistance Service will arrange and cover the costs, up to the Capital Limits set out in the Policy, of sending a qualified professional to their Domicile to collect blood and urine samples for analysis, with subsequent delivery of the results. The cost of the analyses will be borne by the Insured Person or the Household member.

**Maximum compensation amount: 1 Service / Annuity**

## 5. Home Nursing and Physical Therapy

Upon medical prescription and request of the Insured Person or a Household member, the Assistance Service will arrange for a physical therapist and a nurse to be sent to the Domicile for their rehabilitation. The total cost of the service will be borne by the Insured Person or the Household member.

**Maximum compensation amount: Access to the service at agreed prices**

## 6. Check-up

Upon request of the Insured Person or a Household member, the Assistance Service will arrange a check-up appointment with an appointed healthcare provider, to be determined by the Assistance Service.

The check-up under this guarantee includes the following tests: General medical consultation, Urine analysis (Type II), Total Cholesterol, HDL, Triglycerides, Fasting Blood Glucose, Complete Blood Count, Erythrocyte Sedimentation Rate, Creatinine, Transaminases, Gamma-GT, Uric Acid, Chest X-Ray with report, Resting ECG.

The total cost of the service will be borne by the Insured Person or the Household member.

**Maximum compensation amount: Access to the service at agreed prices**

## 7. Home Support

In the event of the Insured Person becoming bedridden and upon medical prescription, and if none of the Household members can replace them in household chores, the Assistance Service will send a person to perform those tasks at the Domicile, up to the Capital Limits set out in the Policy.

**Maximum compensation amount: 1 Service / Annuity, maximum: 100 €**

## 8. Babysitter Service

Upon request of any Insured Person, the Insurer will arrange for the selection of a person to take care of children under the age of 14.

**Maximum compensation amount: Access to the service at agreed prices**

GUARANTEES	ASSISTANCE
<b>Sports Assistance</b>	
Nutrition Consultations (online)	3 consultations / annuity
Counselling with a Personal Trainer (online)	3 consultations / annuity
Health Coach	1 service / annuity
Mindfulness	1 service / annuity
Telephone psychological counselling in the event of an Accident	1 consultation / annuity
Transportation of Bicycle or Scooter to the domicile or nearest repair shop in the event of accident/breakdown	1 service / annuity Maximum limit: Unlimited
Transportation of the Insured Person to the nearest hospital	Transportation: Unlimited
Medical costs in Portugal following a bicycle or scooter accident	1,500 € / annuity

GUARANTEES	ASSISTANCE
<b>Health Assistance</b>	
Online Physician	1 consultation/annuity
House Call	1 consultation/annuity
Telephone medical counselling	1 counselling/annuity
Medical Samples Home Collection	1 service/annuity
Home Nursing and Physical Therapy	Access to the service at agreed prices
Check-up	Access to the service at agreed prices
Home support	1 service/annuity, max. 100 € /year
Babysitter Service	Access to the service at agreed prices

## PETS

### THIRD-PARTY LIABILITY - CATS AND DOGS

#### Clause 1 – Scope of Cover

1. Where applicable, this Special Condition guarantees the non-contractual third-party liability ascribable to the Insured, in his/her capacity as **owner of a dog or cat**. Only the insured pet (dog or cat) residing in the insured domicile is covered.
2. This guarantee covers the property and non-property damage directly arising from bodily injury and/or material loss caused to third parties.
3. This cover may be operated only once per annuity.

#### Clause 2 – Exclusions

1. **Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following damage/injuries will not be guaranteed:**
  - a) **Caused by dangerous or potentially dangerous animals, as defined in the applicable legislation,**
  - b) **Caused to the person in charge or keeping or supervising the animal,**
  - c) **Caused to employees, workers or agents of the Insured, in the exercise of their duties, provided that said injuries arise from an accident falling within the legislation about Occupational Accidents,**
  - d) **Caused to any people whose liability is covered by this Contract, as well as to the spouse, person living with the Insured in a domestic partnership, ascendants and descendants or persons living with them or dependants,**
  - e) **Caused to partners, managers and legal representatives of the legal person whose liability is covered,**

- f) **During hunting,**
  - g) **During participation in shows, competitions, contests, exhibitions, advertising and similar demonstrations,**
  - h) **Caused by animals used for guarding or surveillance purposes at premises other than the place of risk provided for in the policy,**
  - i) **Arising from costs and any other expenses stemming from criminal proceedings, bails, fines, fees or other charges of an identical nature,**
  - j) **As a consequence of non-compliance with the legal provisions in force about keeping pets,**
  - k) **During transportation in vehicles not appropriate for the purpose, as well as those caused to the vehicles transporting animals,**
  - l) **Caused to other animals of the same species,**
  - m) **As a consequence of the inobservance of hygiene, prophylactic and therapeutic measures recommended in case of infectious/contagious or parasitic diseases.**
2. **In addition to the situations referred to above, the following are also excluded:**
- a) **Damages arising from intentional acts or omissions by the Insured, by persons they are civilly liable for or by the person keeping the animal,**
  - b) **Liability for acts and/or omissions by the Insured, by persons they are civilly liable for or by the person keeping the animal, in a state of dementia or under the influence of alcohol, narcotics or other drugs,**
  - c) **Damages giving rise to loss of profit, stoppages of business activities and indirect losses of any nature.**

## **HEALTH – PETS**

### **Clause 1 - Definitions**

- a) **Insured pet:** a dog or a cat, declared to the Assistance Service by the Insured, residing at the insured home, aged between 4 weeks and 10 years, in favour of which the subscribed guarantees must be provided,
- b) **Owner of the insured pet:** the person who claims to hold the legitimate ownership of the insured pet and identifies him/herself as such to the Assistance Service, which may be the insured or someone in his household,
- c) **Insured home:** building or autonomous fraction thereof declared to the Insurance Company by the Policyholder,
- d) **Claim or emergency:** the partial or full occurrence of the event, of an unforeseeable nature, that triggers the covers provided in this special condition. The event or series of events arising from the same cause shall be considered as a single claim.

## Clause 2 - Scope

1. If, following an accident or sudden and unpredictable illness, occurred during the term of the policy, the Insured Pet requires medical, surgical, pharmaceutical or hospital assistance, the Assistance Service shall bear up to the maximum limit of 300 €:
  - a) Veterinarian costs and fees,
  - b) Costs with medication prescribed by the veterinarian,
  - c) Hospitalisation costs.

In case the Insured Pet is hospitalised, the Owner must inform the Insurance Company of that fact on the same day or within 24 hours thereafter.
2. **This cover has a waiting period of twelve (12) months.**
3. The guarantees conferred herein do not apply if the insurance of the building or fraction thereof has been subscribed by a Landlord, in said capacity, as if it were a building meant for renting.

## Clause 3 - Exclusions

**In addition to the exclusions provided for in the General Conditions, any charges or benefits related to the following are also excluded:**

- a) **Claims that have occurred before the commencement of this cover, even if its consequences have extended beyond said date,**
- b) **Claims occurred outside the period of validity of the contract and outside the covered geographic area,**
- c) **Claims, and their consequences, caused by criminal actions, malicious intent, actual suicide or self-inflicted injuries, by the Policyholder and/or the Insured or the Insured Persons,**
- d) **Damages/injuries sustained by the Policyholder and/or the Insured or the Insured Persons as a consequence of dementia, abuse of alcohol and of non-prescribed drugs or narcotic substances,**
- e) **Claims occurred as a consequence of dogfights, including bets and trainings related therewith,**
- f) **Claims, and their consequences, caused by criminal actions or malicious intent on the part of the Owner of the Insured Pet,**
- g) **Damages/injuries sustained or caused by the Insured Pet as a consequence of dementia, abuse of alcohol and of non-prescribed drugs or narcotic substances by the Owner of the Insured Pet,**
- h) **Cases of infectious/contagious illness which may constitute a public health danger,**
- i) **Injuries arising from ill-treatment endured by the Insured Pet inflicted by its Owner,**
- j) **Chronic or pre-existing illnesses, psychiatric disorders and relapses of previously diagnosed illnesses,**
- k) **Claims occurred during or as a consequence of professional, high risk or hunting activities,**

- l) Rescue operations,
- m) The sending of a veterinarian to the insured home if, after veterinary advice, it is required that the Insured Pet be examined at a clinic or if it must be hospitalised,
- n) Cremation costs where the claim is reported to the Assistance Service after 24 hours have elapsed since the death of the Insured Pet,
- o) Procedures with the purpose of fertilising, sterilising or castrating the Insured Pet,
- p) Non-urgent surgical procedures, or any other kind of aesthetic procedure or teeth scaling,
- q) Physical therapy and labour costs,
- r) Funeral ceremonies,
- s) Routine appointments and vaccination costs,
- t) Pets that become evidently dangerous when transported,
- u) Illnesses arising from failure to comply with the officially established vaccination programmes, including, among others, distemper, rabies, hepatitis, leptospirosis, parvovirus, coryza, feline leukaemia and feline panleukopenia.

## PET CARE

### Clause 1 – Definition

For the purpose of this Special Condition, the term "Insured Person" refers to the Insured as defined in the General Conditions.

### Clause 2 – Scope of Cover

#### 1. Veterinary House Call

In case of emergency related to the health condition of the Insured Pet, the Assistance Service will arrange and cover the costs, up to the Capital Limits set out in the Policy, for a veterinarian to visit the Domicile of the Policyholder, owner of the Insured Pet, for consultation and counselling on the necessary care to be provided.

Any treatments and medication will be borne by the Policyholder.

**Maximum compensation amount: 1 Consultation / Annuity**

#### 2. Home Delivery of Pet Food

In case of Illness or Accident that physically incapacitates the Insured Person, preventing them from leaving their Domicile, and upon their request, the Assistance Service will arrange for the delivery of pet food to the Domicile. The cost of the pet food will be borne by the Policyholder.

This service is subject to the availability of pet food stock at the distributors and their operating hours.

**Maximum compensation amount: 1 Service / Annuity**

### 3. Theft, Robbery, or Disappearance of the Insured Pet

In case of theft, robbery, or disappearance of the Insured Pet, and after 72 hours from the occurrence, the Assistance Service will arrange and cover the costs, up to the Capital Limit set out in the Policy, for the publication of advertisements aimed at its quick locating.

In order to activate this cover, the Policyholder must report the incident to the competent authorities.

Upon locating the Insured Pet, the Assistance Service will inform the Policyholder and cover the expenses for its recovery, provided it is more than 50 km away from the Insured Domicile.

This cover includes a Waiting Period of 30 days after the commencement of the Policy.

**Maximum compensation amount: 150 €**

### 4. Pet Sitting

In case of Illness or Accident sustained by the Insured Person, the Assistance Service will arrange and cover the costs, up to the Capital Limit set out in the Policy, for sending a qualified professional to take care of the pet.

**Maximum compensation amount: 1 Service / Annuity, maximum: 3 hours**

GUARANTEES	ASSISTANCE
<b>Pet Care</b>	
Veterinary House Call	1 consultation / annuity
Home delivery of pet food	1 service / annuity
Theft, robbery or disappearance of the insured pet	Limit: 150 €
Pet Sitting	1 service / annuity, max. 3 hours

## SEISMIC PHENOMENA

### Clause 1 - Scope of Cover

1. This Special Condition guarantees damage caused to the insured goods by the direct action of **Earthquakes, Volcanic Eruptions, Seaquakes and Underground Fire** and also by fire resulting from these phenomena.
2. Phenomena occurring during a period of 72 hours after the first losses incurred by the insured goods will be considered as a single claim.

### Clause 2 - Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following loss or damage will not be guaranteed:**

- a) Any damage already existing at the claim date,
- b) Damage to the insured goods if, at the time of the event, the building was already damaged, showing defects, fallen or having slipped from its foundations, in a manner likely to affect its overall stability and safety.

### Clause 3 - Subrogation

Where liability for the losses or damage to the goods may be contractually ascribed to a third party in the capacity of supplier, assembler, builder or designer, the Insurance Company will also become entitled to exercise the right of subrogation and claim from said third party the value of settlement paid to the Insured.

### Clause 4 - Excess

The Insured will bear a portion of the claim guaranteed under this cover in accordance with the percentage provided for in the Schedule.

## ACTS OF TERRORISM

### Clause 1 – Scope of Cover

1. When expressly subscribed, this Special Condition guarantees, up to the limit set out in the Schedule of the Policy, damages caused to the insured property as a result of:
  - a) **Acts of terrorism**, as defined in the current Portuguese criminal legislation, whether by acts, facts, or omissions,
  - b) **Acts performed by any legally constituted authority**, as a result of the occurrences referred to in subparagraph a), for the safeguarding of persons and property.
2. In case of doubt, it is the responsibility of the Policyholder and/or Insured, whenever requested by the Insurer, to prove that all losses and damages claimed result from the insured risks.

### Clause 2 – Validity and Changes

1. **The Insurer may terminate this cover at any time, upon prior notice of thirty (30) days, under the following circumstances:**
  - a) **Upon verification of any legally provided reason,**
  - b) **In case of impossibility of reinsurance cover for the risks provided for in this Special Condition.**
2. **The Insurer may, at any time and upon prior notice of thirty (30) days, proceed with the change of the premium.**
3. **If the Policyholder does not agree with the change of the premium provided for in the preceding paragraph, this cover will be deemed null and void upon expiry of the stipulated period, without the need for further notice, with the refund of the premium corresponding to the unexpired period of time.**

### Clause 3 – Exclusions

**Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, damages resulting from or caused by the following are not covered:**

- a) **Risks of nuclear energy, as well as any other damages, losses, costs, or expenses of any nature directly or indirectly caused by nuclear reaction, radiation, or contamination, whether resulting from them or as a consequence, or related thereto, regardless of any other cause contributing, concurrently or otherwise, to the existence of said damages, losses, costs, or expenses,**
- b) **Research or development of biological or chemical weapons, as well as criminal acts involving the use of such weapons and any form of contamination produced by them,**
- c) **Temporary or permanent suspension of possession or ownership of the insured property, resulting from confiscation, requisition, or custody imposed by legally instituted or usurped power,**
- d) **Theft or robbery, with or without forced entry, directly or indirectly related to the risks covered by this Special Condition,**
- e) **Total or partial interruption of works or cessation of any ongoing work process, delay or loss or market, and any other indirect or consequential damages,**
- f) **War, be it declared or not, invasion, act of a foreign enemy, hostilities or warlike operations, civil war, insurrection, rebellion, or revolution,**
- g) **Consequences of cyberattacks,**
- h) **Acts of vandalism or sabotage as defined in the Portuguese criminal legislation in force.**

**Remark: For the purposes of article 37 of the Legal Framework of the Insurance Contract (Executive-law 72/2008, of 16 April 2008) we call your attention for the importance of the text in bold.**

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## GLOSSARY

This is the correspondence between the definitions in Portuguese and English, for a better understanding of this Contract

ENGLISH → PORTUGUESE	
ADDENDUM	ATA ADICIONAL
BENEFICIARY	BENEFICIÁRIO
CLAIM	SINISTRO
DEDUCTIBLE	FRANQUIA
EXPLOSION	EXPLOSÃO
FIRE	INCÊNDIO
GENERAL CONDITIONS	CONDIÇÕES GERAIS
GROSS CONSTRUCTION AREA	ÁREA BRUTA DE CONSTRUÇÃO
HOME CONTENTS	RECHEIO DA HABITAÇÃO
HOUSEHOLD	AGREGADO FAMILIAR
INSURED	SEGURADO
INSURED BUILDING	IMÓVEL SEGURO
INSURED PROPERTY	BENS SEGUROS
INSURED MOVEABLE PROPERTY	BENS MÓVEIS SEGUROS
INSURER	SEGURADOR
JEWELLERY AND PRECIOUS OBJECTS	JÓIAS E OBJETOS PRECIOSOS
MAIN ROOMS	ASSOALHADAS PRINCIPAIS
MECHANICAL ACTION OF LIGHTNING	AÇÃO MECÂNICA DE QUEDA DE RAIOS
POLICY	APÓLICE
POLICYHOLDER	TOMADOR DO SEGURO
SCHEDULE	CONDIÇÕES PARTICULARES
SPECIAL CONDITIONS	CONDIÇÕES ESPECIAIS
VALUABLES	OBJETOS DE VALOR

PORTUGUESE → ENGLISH

AÇÃO MECÂNICA DE QUEDA DE RAIOS	MECHANICAL ACTION OF LIGHTNING
AGREGADO FAMILIAR	HOUSEHOLD
APÓLICE	POLICY
ASSOALHADAS PRINCIPAIS	MAIN ROOMS
ÁREA BRUTA DE CONSTRUÇÃO	GROSS CONSTRUCTION AREA
ATA ADICIONAL	ADDENDUM
BENEFICIÁRIO	BENEFICIARY
BENS MÓVEIS SEGUROS	INSURED MOVEABLE PROPERTY
BENS SEGUROS	INSURED PROPERTY
CONDIÇÕES ESPECIAIS	SPECIAL CONDITIONS
CONDIÇÕES GERAIS	GENERAL CONDITIONS
CONDIÇÕES PARTICULARES	SCHEDULE
EXPLOSÃO	EXPLOSION
FRANQUIA	DEDUCTIBLE
INCÊNDIO	FIRE
IMÓVEL SEGURO	INSURED BUILDING
JOIAS E OBJETOS PRECIOSOS	JEWELLERY AND PRECIOUS OBJECTS
OBJETOS DE VALOR	VALUABLES
RECHEIO DA HABITAÇÃO	HOME CONTENTS
SEGURADO	INSURED
SEGURADOR	INSURER
SINISTRO	CLAIM
TOMADOR DO SEGURO	POLICYHOLDER