

# TERMS AND CONDITIONS

Between COMPAÑÍA EUROPEA DE SEGUROS, S.A., from now on called INSURER, and the POLICY HOLDER mentioned in the Particular Conditions, an insurance contract is set and ruled by the Particular, Special and General Conditions of this policy, in harmony with the original information posted in the proposal, from where this policy was written and it is part of. This policy will only be valid under the terms of Decreto-lei nº 142/2000 de July 15th, and after the premium payment within the stipulated period. (Until a maximum of 30 days counting from risk start or policy issuing, stated in the Particular Conditions)

#### **DEFINITIONS:**

The following definitions shall apply in this Contract:

**INSURER:** COMPAÑÍA EUROPEA DE SEGUROS, S.A., of registered office at Av..da Liberdade, 200, Lisboa, which underwrites the contractually agreed risk, the Directorate-General for Insurance and Pension Funds of the Department of the Economy being responsible for oversight and supervision of operations.

**POLICYHOLDER:** The natural or legal person which, together with the INSURER, signs this contract and is subject to the obligations derived herefrom, unless by their nature they are to be fulfilled by the INSURED.

**INSURED**; Each of the natural persons listed in the Policy's Particular Conditions.

**FAMILY MEMBERS**: "INSURED'S family member" refers to the INSURED'S spouse or de facto partner, or the person permanently living in this capacity with the INSURED and the ancestors or descendents at first or second removes (parents, children, grandparents or grandchildren), brothers or sisters, parents-in-law, brothers or sisters-in-law, children-in-law, uncles or aunts, nephews or nieces.

**DOMICILE OF THE INSURED:** The Insured's address in Portugal, except in the event of policies contracted for incoming journeys. As incoming journey will be understood any type of travel when the destination is Portugal, when the Insured's habitual place of residence is abroad.

For the purposes of the provisions of the covers and the indemnity limits described in each cover, the insured's address is the habitual places of residence in the different countries of origin, which means that, provided that the word Portugal appears, this will be understood as the INSURED'S country of origin.

TRIP: The word "trip" refers to any travel or journey undertaken by the INSURED, away from the INSURED'S habitual place of residence, as of the moment at which the INSURED leaves and lasting until the INSURED returns, after the journey.

**LUGGAGE**: All of the objects for personal use that the INSURED carry with them during the journey, as well as those dispatched through any means of transport.

**FIRST RISK INSURANCE:** The form of insurance under which a specific sum is guaranteed, the insured risk being covered up to this sum, irrespective of the total value, with the proportional rule therefore not applying.

WAITING PERIOD: Period of time starting when the risk period takes effect, during which, covers are not in force.

**ACCIDENT:** An accident is understood as a personal injury derived from a violent, sudden and external cause, completely unintended by the INSURED, that results in permanent, total or partial disability or disability or in death.

**PERMANENT DISABILITY:** Permanent disability is understood as the INSURED'S organic or functional loss of extremities and faculties, the severity of which is described in these Terms and Conditions, to the extent that the medial experts assigned to the case in accordance with the law do not believe that recovery is likely.

**TRIP CANCELLATION**: For the purposes of this policy, "trip cancellationt" refers to the INSURED'S decision to cancel the services requested or contracted, before the agreed date of travel.

EPIDEMIC: Illness that spreads at the same time and within a same country or region to a large number of people.

**PANDEMIC**: Epidemic illness that reaches level 5 of the pandemic severity index of the World Health Organization, because the illness has spread to at least two countries within a World Health Organization region.

**PREMIUM:** The cost of the insurance. This shall furthermore include all legally applicable taxes.

**SUM INSURED:** The sums set out in the Particular Conditions and General Conditions, representing the maximum limit on compensation payable by the INSURER in the event of a claim.

## REGULATIONS GOVERNING THE INSURANCE IN GENERAL

## 1. GEOGRAPHICAL EXTENT

The guarantees provided by this insurance take effect in Portugal.

Assistance guarantees shall be valid only more than 30 km from the regular domicile of the INSURED, except in Madeira and Açores Islands, where they shall apply beyond 15 km.

### 2. EFFECT OF THE CONTRACT

The Contract shall take effect provided that the POLICYHOLDER has made payment of the corresponding premium invoice.

## 3. EFFECT AND DURATION OF THE GUARANTEES

- a) Cancellation costs: This guarantee takes effect on the date when the INSURED booked the hotel or apartment at the corresponding Agency, and up until the reserve is confirmed. However, insurance can be taken during the following 7 days after reserve confirmation has been done. In this case a waiting period of 72 hours after insurance has been written, will apply.
- b) Other guarantees: These take effect at 00:00 hours on the date specified in the Particular Conditions as the start of the stay, which may not exceed 34 days in duration.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



#### 4. INTERNATIONAL SANCTIONS AND EMBARGOS

The cover provided by the insurance, the indemnity payments and/or the provision of services are guaranteed only and exclusively insofar as such elements are not in conflict with any economic, trade or financial sanction, or embargos, imposed by the European Union or by Portugal, that are directly applicable to the contracting parties.

This applies likewise to cases involving any trade, economic or financial sanction and/or embargo imposed by the United States of America in respect of Iran, North Korea and Syria, to the extent that such sanctions are not in conflict with the legislative provisions of the European Union or Portugal.

## 5. CLAIMS AGAINST THIRD PARTIES

Except in the case of the cover for accidents, the INSURER will subrogate the rights and claims that would correspond to the INSURED against third parties, which have resulted in the INSURERS' involvement and up to the total cost of the services rendered or losses indemnified.

#### 6. CONFLICT RESOLUTION

Any conflicts that may arise with regard to the interpretation or application of this Contract will be submitted to the Courts and Tribunals corresponding to the place where the policy was issued. If the INSURED have no residence in Portugal, the applicable jurisdiction will be that of the Courts and Tribunals of Lisboa...

## 7. CLAIMS AND PROVISIONS FOR ASSISTANCE

## 7.1. INSURED'S Obligations

- a) As soon as a loss occurs, the POLICYHOLDER, the INSURED or the BENEFICIARIES must use all the means at their disposal in order to mitigate the consequences.
- b) The INSURED or their Legal Representatives must notify the agency from which they purchased the trip that is covered by the insurance as soon as any of the causes that could result in the reimbursement of the Cancellation Costs occur, in accordance with the stipulations of the Cancellation Costs cover.
- c) The POLICYHOLDER, the INSURED or their Legal Representatives must notify the INSURERS of the occurrence of the loss, within a maximum period of SEVEN days, as of the date on which they learn of the loss; the INSURERS may claim for damage or loss caused by the failure to make this notification, unless it is proven that the INSURERS learnt of the occurrence of the loss through any other means.
- d) The INSURED must provide any evidence that is reasonably asked of them, regarding the existence and value of the insured objects at the time of the loss, as well as regarding the severity of the damage.
- e) The INSURED must immediately proceed to ask the corresponding authorities or supervisors (station managers, qualified airliner, shipping or transport representatives, hotel managers, etc) to make a record of the damage or the disappearance of luggage and ensure that the circumstances and the extent of the loss are documented in the record that will be sent to the INSURERS.
- f) The INSURED, and the Insured's beneficiaries, in respect of the covers of this policy, will waive the right to professional secrecy to the officially-appointed doctors that have attended to them, as a consequence of the occurrence of a loss, so that they may provide medical information to the INSURERS, as well as information regarding the health record and history related to the case, so that the claim can be evaluated correctly. The INSURERS will not be able to use the information obtained for any other purpose other than that mentioned above.
- g) In the event of theft, the INSURED must immediately report the event to the Police or the corresponding Authority of the place in question and substantiate the theft to the INSURERS. If the stolen items are recovered before the indemnity is paid, the INSURED must collect the items and the INSURERS will only be liable to pay for the damage suffered.
- h) In the event of a General Liability claim, the POLICYHOLDER, the INSURED or their BENEFICIARIES must not accept, negotiate or reject any claim without the express authorisation of the INSURERS.
- i) In the event of trip cancellation or reimbursement of holidays, the INSURED must provide the documents accrediting or substantiating the claim, along with the invoices or bills substantiating the costs.

## 7.2 Assistance for the Insured. Procedures.

- a) The INSURED will request assistance by telephone, mentioning their name, the insurance policy number, their location and telephone number and providing a description of the problem in question. The telephone calls will be free and, in the countries where reverse charging is not possible, the INSURED will be able to recover, upon return, the cost of the calls in question by presenting the substantiating documents.
- b) The INSURER will not be liable for delays or failures in their obligations resulting from force majeure or the special political or administrative characteristics of a certain country. In any case, in the event that it is not possible for the Insurers to intervene directly, the INSURED will be paid upon their return to Spain or, if necessary, if the Insured is in a country where such circumstances do not arise, the costs that they have incurred and that are covered, will be paid upon the presentation of the respective substantiating documents.
- c) The medical assistance and medical transport operations must be undertaken after the doctor attending the INSURED has reached an agreement with the INSURERS' medical team.
- d) If the INSURED have the right to be reimbursed for a part of a travel ticket that has not been used, as a result of using the assistance provided under the cover for medical transport or repatriation, this reimbursement will be made to the INSURERS. Likewise, where the cost of transporting the insured persons is concerned, the INSURERS will only pay the supplementary costs required as a result of the incident in the extent that they exceed those initially foreseen by the INSUREDS.
- e) The indemnities stipulated in the described covers are complementary to other rights that the INSURED may be entitled to, and the INSURED are obliged to follow all the required procedures in order to recover these expenses from the corresponding entities and to return any amounts advanced by the INSURERS, to the INSURERS.

#### 7.3. Loss appraisal

a) The indemnity for material damage will be based on the value of replacing the damaged element as at the date of the loss, with the subtraction of the corresponding depreciation. In the case of the cover for Trip Cancellation Costs, the indemnity will be based on the value of the cancellation as at the date of the loss.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



b) If the parties reach an agreement on the amount and form of indemnity, the INSURERS must pay the agreed amount. If no agreement is reached, the provisions of the Law on Insurance Contracts will be followed.

#### 7.4. Indemnity payment

- a) The indemnity will be paid within twenty days as of the date on which the friendly agreement between the parties has been reached.
- b) If the INSURERS have not made a payment within this period, the INSURED may not claim the interests for the preceding period.
- c) For the payment or reimbursement of the Trip Cancellation Costs, the following documents must be presented:
  - Particular conditions of the insurance.
  - Medical certificate stating the exact nature of the illness or injuries and the date that it/they started, as well as the impossibility of undertaking the trip.
  - Medical death certificate, in the event.
  - Invoice paid for the annulment costs.
  - Invoice substantiating the cost of the holiday.
  - Document of registration or booking, or photocopy of the ticket.
  - National ID Document or equivalent/similar.
  - And, in general, any document that proves the nature, circumstances and extent of the loss.

#### 7.5. Rejection of claim

If, in an act of bad faith, the INSURED make misleading or false statements, exaggerates the extent of the loss, intend to destroy or dispose of objects existing before the loss, hide or usurp all or part of the INSURED elements, using false or misleading substantiating documents or any other fraudulent element, the INSURED will lose all rights to indemnity for the loss.

#### **GUARANTEES**

RISKS AND SUMS INSURED FOR STAYING

#### 1. LUGGAGE

1.1. MATERIAL LOSSES

The INSURER guarantees, up to the sum of €600.00 per insured, and except for the exclusions specified in these General Conditions, payment of compensation for material losses suffered by luggage during outbound and return travel by any form of transport arranged by the organisation with which the hotel or apartment was booked, and under no circumstances any other form of transport, as a result of:

- Robbery (for these purposes robbery shall be understood only as theft committed with violence or personal intimidation or physical force).
- Faults or damage caused directly by fire or theft.
- Faults and total or partial loss caused by the carrier.

For stays of more than 90 consecutive days away from the usual place of abode, luggage is guaranteed only on travel to and from Spain.

Valuables are included up to 50% of the sum insured with reference to the luggage as a whole. Valuables are understood to include jewellery, watches, items of precious metals, furs, paintings, artworks, silver and precious metal jewellery, unique objects, mobile telephones and their accessories, photographic and video cameras and accessories, radiophonic, sound or image recording or reproduction devices and their accessories, information technology materials of all kinds, remote control models and accessories, rifles, hunting shotguns and their optical accessories and medical devices.

Jewellery and furs are guaranteed only against robbery and only if held in the safe of a hotel or carried with the INSURED.

Luggage left in automobile vehicles is deemed to be insured only if kept in the locked boot thereof. Between 22:00 hours and 06:00 hours the vehicle must be kept inside an enclosed car park under surveillance. Vehicles entrusted to a carrier are excluded from this limitation.

Items of value left inside the boot of a vehicle are covered only if it is in a garage or parking space with surveillance.

Application of the proportional rule is expressly excluded in the case of claims under this guarantee, which shall be settled on a first risk basis.

## **EXCLUSIONS**

This guarantee does not cover:

- Merchandise and materials for professional use, coins, banknotes, travel tickets, stamp collections, title deeds of any nature, identity documents and in general all paper documents and securities, credit cards, memory disks and/or tapes, documents recorded on magnetic strips or film, collections and materials of a professional nature, prosthetics, spectacles and contact lenses. Personal computers are not deemed professional materials for these purposes.
- b) Theft, except inside the hotel or apartment rooms, if they are locked. (For these purposes theft is understood as the appropriation of unattended property, without violence, personal intimidation or physical force.)
- c) Damage as a result of normal or natural wear and tear, inherent faults or inappropriate or inadequate packaging. Damage occurring through the gradual action of the elements.
- d) Losses resulting from an object not entrusted to a carrier having simply been lost or left behind.
- e) Robbery during camping or caravanning on open campsites, valuables being wholly excluded in the case of all forms of camping.
- f) Any damage, loss or theft affecting personal objects or items left unattended in any public place or any premises open to various occupants.
- g) Breakage, unless occurring as a result of a transport accident, straightforward robbery or breaking and entering, as a result of armed attack, fire or the extinguishing of fires.
- h) Damage caused directly or indirectly by acts of war, civil or military disturbances, popular uprising, strikes, earthquakes, pandemics and radioactivity.
- Damage caused intentionally by the INSURED, or by the grave negligence thereof, or caused by the spillage of liquids carried inside the luggage.
- i) All motor vehicles, their attachments and accessories.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



#### 2. ASSISTANCE TO PERSONS

24-Hour permanent personal assistance service that the INSURER provide to the INSURED.

## 2.1. Repatriation or medical transport of the injured or ill

In the event of an accident or illness suffered by the INSURED, the INSURERS will pay the cost of transporting the affected party to the nearest hospital that has the required facilities or to the party's habitual place of residence.

Likewise, the INSURERS' medical team, in contact with the doctor attending to the INSURED, will ensure that the health service provided is adequate. If the INSURED have to be checked into a hospital far from their habitual place of residence, the INSURERS will pay for the cost of transporting the affected party to their address, when this becomes possible.

The means of transport used in each case will be decided by the INSURERS' medical team, depending on the urgency and severity of the case. When the patient is in a hospital with the adequate infrastructure for treating the medical problem affecting the INSURED, the repatriation or the medical transport of the party may be postponed for enough time for the severity of the problem to be overcome and until it is possible to transfer the patient, in better medical conditions.

#### 2.2. Repatriation or transport of the deceased

In the event of the death of the INSURED, the INSURERS will pay for the procedures and costs of preparing and transporting the body, in a zinc type coffin, from the place of death to the place of burial in Portugal.

The INSURERS will also pay for the transportation of the remaining INSUREDS who were on the trip to their respective places of residence in Portugal if the death in question means that they are unable to return by themselves using the originally foreseen means of transport.

The costs of the corresponding coffin and the burial and ceremonial costs are excluded from this cover.

#### 2.3. Accommodation for the companion

If the INSURED are hospitalised and must remain so for more than 5 days, the INSURERS will pay the hotel accommodation costs for the member of family acting as the INSURED'S companion, or, alternately, the costs of the stay of the person that was travelling with the INSURED, also covered by the policy, to accompany the hospitalised INSURED, subject to the presentation of the corresponding substantiating documents and up to a maximum limit of 10 days and up to the total limits and limits per day established in the Particular Conditions. That trigger will be reduced to 3 days in case of minors or handicapped, when not in the company of a relative or legal tutor.

#### 2.4. Repatriation of a companion

When one or more INSURED PERSONS have been repatriated or transported by illness or accident and if such circumstance does not allow the remaining INSURED PERSONS to return to their residence, by the means initially foreseen, The INSURER will organize and pay the return trip of such remaining INSURED PERSONS to their residence or to the place where the INSURED PERSON is hospitalized, after repatriation.

## 2.5 Repatriation or transportation of minors and/or the disabled.

If the repatriated INSURED were less than 15 years of age or disabled, the INSURERS will arrange and pay for a return journey trip for a guardian to help transport and accompany the person to their habitual place of residence.

## 2.6 Early return caused by a severe accident in the INSURED'S place of residence or place of work.

The INSURERS will provide the INSURED with a travel ticket for returning to their habitual place of residence, if the INSURED need to interrupt their trip due to severe damage to their habitual place of residence or work caused by a fire, provided that the fire has required the services of the fire brigade, a successful theft that is reported to the police or authorities, or severe flooding, to an extent that the INSURED are forced to go to these places and such situations cannot be solved by direct family members or other trusted parties, provided that the event takes place after the trip has started. Likewise, the INSURERS will pay for a second travel ticket for the person that was accompanying the INSURED who was forced to return, provided that this second person is also insured under this policy.

### 2.7. Sending of forgotten objects

The INSURER will organize and pay for the costs of sending forgotten objects by the INSURED PERSONS, in the hotel or apartment of the booking reserve, up to the limit of  $120,00 \in$  and only if the value of such object exceeds that amount.

## 2.8. Transmission of messages

The INSURER will pay for the cost of transmitting any urgent messages that the INSURED require, as a result of any of the situations covered under this policy.

## 2.9. Sending of driver in case of illness, accident or death

When the INSURED PERSON requires transportation or repatriation caused by illness, accident or death, or in case of disability to drive the car and no other passenger is able to do so, the INSURER, with previous permission from the car owner, will send a professional driver to recover the vehicle and the other passengers to their place of residence in Portugal.

The INSURER will only support expenses with the driver himself. Expenses related to toll, parking, maintenance, petrol or of other passengers are excluded

The INSURER, obliged to follow legislations from foreign countries regarding the usage and circulation condition of vehicles, may refuse to send the driver if such legislation is not followed, or if the car does not meet minimum safe conditions or is not advisable.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



#### **EXCLUSIONS**

#### This cover does not include:

- a) The covers and services that have not been requested from the INSURERS and that have not been provided, through or with their agreement, except in cases of force majeure or of proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED.
- c) The losses caused in the events of war, pandemics, popular protests and movements, acts of terrorism and sabotage, strikes, arrests by any authority for crimes not derived from a traffic accident, restrictions to free movement or any other case of force majeure, unless the INSURED prove that the loss is completely unrelated to such events.
- d) Accidents occurring during the practice of official or private sports contests, or during training or in bets, as well as during the practice, as a hobby, of high-risk sports activities, such as mountaineering, climbing, cave exploration, skiing, surfing, motocross, speed or endurance racing, flying or aeronautical trips, motorless flight, gliding, polo, fighting or boxing, rugby, underwater fishing, parachuting or any other activities with similar levels of risk.
- e) Losses caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- f) Rescue operations from mountains, sea or desert.
- g) The illnesses or injuries that occur as a consequence of chronic ailments or ailments existing before the trip began, including any related complications or relapses.
- h) Illnesses or injuries occurring during the execution of manual labour.
- i) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.
- j) Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- k) Costs incurred in any type of prosthesis.
- I) Childbirth.
- m) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- n) Periodic, preventive or paediatric medical checks.
- ñ) Any type of medical or pharmaceutical cost incurred as a consequence of fraud by the INSURED, or due to the abandonment of a treatment that would involve foreseeable detriment to the INSURED'S health. In any case, the INSURERS will not pay any medical or pharmaceutical costs of less than € 15.00.
- o) Endodontic, periodontal and orthodontic dentistry, obturations or fillings, dentures, apicectomies, implantology and the diagnostic tools needed to perform these treatments.

## 3. CIVIL LIABILITY

### 3.1 PRIVATE CIVIL LIABILITY

The INSURER will pay up to the amount showed in the cover table, indemnities which under civil law or other legal rules imposed by foreign legislations, to be paid out by the INSURED PERSON in case of civil liability for corporal or material damage caused involuntary during the trip, as a private person, to a third party, being persons, animals or things.

The status of "third party" shall not apply to the POLICYHOLDER, the other Insured under this policy, their spouses, forebears and descendants, or any other relative living with either, their partners, employees or any other person in fact or in law dependent on the POLICYHOLDER or on the INSURED, while acting within the context of that dependence.

This limit includes the payment of court costs and expenses, and the lodging of court bonds demanded of the INSURED.

## **EXCLUSIONS**

## This guarantee does not cover:

- a) Any type of Liability attaching to the INSURED as a result of driving motor vehicles, aircraft and waterborne vessels, or the use of firearms.
- b) Civil Liability derived from any professional, trades union, political or association actions.
- c) Fines or penalties imposed by courts, tribunals and authorities of all kinds.
- d) Liability derived from engaging in sport as a professional, along with the following forms of sport, even if on an amateur basis: mountaineering, boxing, bobsleighing, caving, judo, parachuting, hang gliding, gliding, polo, rugby, shooting, yachting, martial arts and sports involving motor vehicles.
- e) Damage to objects entrusted to the INSURED under any title.

## 4. CANCELLATION COSTS

## 4.1. EXPENSES FOR RESERVE CANCELATION

The INSURER guarantees, up to the sum established in the Particular Conditions, and except for those exclusions listed in these General Conditions, reimbursement of accommodation cancellation costs charged to the INSURED and invoiced under the terms of the general sale conditions of the Agency or any travel provider, provided that cancellation occurs prior to commencement thereof, and for one of the following reasons, occurring after the insurance policy was signed:

For the purposes of this policy, the costs of management and of cancellation, where applicable and the sanction applicable under the law or in accordance with the applicable travel terms and conditions, are covered under this guarantee.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



### 1. <u>Due to medical causes:</u>

- 1.1. Death, severe personal injury or serious illness:
  - Of the INSURED, their spouse, de facto partner or the person living permanently in this capacity with the INSURED or of any of their ancestors or descendents at first or second removes (parents, children, grandparents or grandchildren), brothers or sisters, parents-in-law, brothers or sisters-in-law, children-in-law, uncles or aunts, nephews or nieces. If the descendent at first remove is less than 24 months of age, this guarantee will apply whether the illness in guestion is serious or not.
  - This cover will also apply when the hospitalised or deceased person holds any of the family relationships stated above with the spouse or de facto partner of the INSURED.
  - Of the person in charge of looking after minor children or disabled persons during the trip.
  - Of the INSURED'S direct superior at their place of work, provided that this circumstance has impeded the trip due to the demands of the Company employing the INSURED.

With respect to the INSURED, the phrase "serious illness" refers to effects on health that require hospitalisation or bed-rest within 7 days prior to the date of the trip, and that, medically, make it impossible for the trip to begin on the established date.

When the illness affects any of the abovementioned persons other than the INSURED, it will be understood as serious when it requires hospitalisation of such persons or involves the risk of imminent death.

The phrase "serious accident" refers to a personal injury, not intended by the victim, caused by the sudden effect of an external cause and that, in the opinion of a medical expert, makes it impossible for the INSURED to travel on the established date or involves the risk of death for any of the abovementioned family members.

- 1.2. Medical guarantine as a result of an accidental event.
- 1.3. Appointment for surgical intervention on the INSURED as well as the medical tests required prior to such intervention.
- 1.4. Appointment for medical tests on the INSURED or a family member at first remove, performed by the Public Health Service urgently, provided that this is justified by the severity of the case.
- 1.5. Appointment for organ transplant.
- 1.6. The need of the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, under medical orders, as a consequence of a risky pregnancy, provided that this risk situation began after the policy was contracted.
- 1.7. Severe complications in the pregnancy that, under medical orders, require the INSURED, their spouse, de facto partner or the person living permanently with the INSURED in this capacity, to rest in bed, provided that these complications arose after the policy was contracted and that they put the continuity or required development of the pregnancy at severe risk.
- 1.8. Premature birth affecting the INSURED.
- 2. Due to legal causes:
- 2.1. The INSURED being called upon to act as a party, witness or jury member in any Civil or Criminal Court.
- 2.2. The INSURED being called upon to serve on an electoral board, for national, regional or municipal elections.2.3. The INSURED being called upon to present and sign official documents.
- 2.4. Delivery of an adopted child, which coincides with the travel dates.
- 2.5. The INSURED receiving a summons for divorce proceedings.
- 2.6. Unexpected refusal of visa applications.
- Due to employment causes:
- 3.1. Non-disciplinary dismissal of the INSURED from their place of work.
- 3.2. INSURED PERSON's admittance in a new job, in a different company from the one where the previous job was, only if a labour contract is in place and always after issuing the insurance policy. Also valid when previous situation was unemployment.
- 3.3. Forced transfer of place of work.
- 3.4. The requirement to undergo official examinations for public positions of employment, called through a public body after the insurance contract was signed.
- 4. <u>Due to extraordinary causes:</u>
- 4.1. Act of aerial piracy that makes it impossible for the INSURED to begin their trip on the established dates.
- 4.2. Declaration of a catastrophe zone or epidemic in the INSURED'S place of residence or at the trip destination.
- 4.3. Legal declaration of bankruptcy or creditors' meeting of the company.
- 4.4. Severe injuries sustained as a result of a fire, explosion, theft or act of nature, at the INSURED'S main or second residence or in their professional office, if the INSURED are self-employed or run a company and must therefore attend to the situation.
- Other causes
- 5.1. Declaration of Personal Income Tax in arrears by the Ministry of Economy and Inland Revenue, resulting in an amount due from the INSURED of more than € 600.
- 5.2. Annulment of the trip by the person who was to accompany the INSURED during the trip, who was recorded as such at the same time as the INSURED and insured under this same contract provided the annulment is due to any of the causes described above and, as a result, the INSURED are forced to travel alone.
- 5.3. Breakdown or accident involving the vehicle belonging to the INSURED, which makes it impossible for the INSURED to begin the trip.
- 5.4. Theft of the documentation or luggage, which makes it impossible for the INSURED to begin the trip.
- 5.5. Wedding cancelation.

In case of, by any reason foreseen in this paragraph of EXPENSES FOR RESERVE CANCELATION, the INSURED PERSON shifts the reserve to another person, additional expenses for this shifting are covered.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



Equally, date changes will also be covered if not higher that cancelation expenses.

#### **EXCLUSIONS**

Cover does not extend to cancellations of trips resulting from:

- a) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- b) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- Illnesses that are being treated or require medical care within the 30 days preceding both the date for which the trip is booked and the date for inclusion in the insurance.
- d) In General, any cancelation resulting from a cause occurred in the moment of issuing, with or without knowledge by the POLICY HOLDER or/and INSURED PERSON:
- e) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- f) Terrorism.
- g) The failure to present the documents that are essential during all trips, such as passports, visas, travel tickets, ID documents or vaccination contificates
- h) Complications in a pregnancy, except in the cases stipulated in points 1.6, 1.7 and 1.8.
- The losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- i) Pandemics.

## 5. REIMBURSEMENT FOR HOLIDAYS

The INSURERS will reimburse the INSURED, up to the maximum sum established in the Particular Conditions, and subject to the exclusions mentioned in these General Conditions, the cost of the services contracted before the trip begins and subject to documental substantiation of the cost of the services, that the INSURED were unable to use as a consequence of an early end to the scheduled trip, which necessarily requires the INSURED to return to their habitual place of residence, for any of the following causes occurring during the course of the trip:

- a) Due to accident or illness affecting the INSURED.
- b) Due to hospitalisation of a non-insured family member, once the trip has started, which requires a minimum hospital stay of 24 hours.
- c) Due to the death of the INSURED, during the trip or a non-insured family member.
- d) Due to severe damage in the INSURED'S home or workplace, occurring after the start of the trip, caused by fire requiring the assistance of the fire brigade, explosions, successful robbery that is reported to the police or severe flooding that require the presence of the INSURED.

For the purposes of this cover, any of the persons described in the definition of "FAMILY MEMBERS" will be considered a family member of the INSURED. This cover will also apply when the hospitalised or deceased person holds any of these same family relationships with the spouse or partner of the INSURED.

This cover also extends to a companion that the INSURED may have during the trip, **provided that the companion is also insured under this policy**, in the event that they decide to finish their trip early as well so as to accompany the INSURED in their return to their habitual place of residence.

If a whole family is travelling, the early return of all the members of the family will be covered, up to a maximum of five people.

The sum reimbursed will be obtained by dividing the total cost of the services contracted by the number of days of the trip established in the Particular Conditions of the policy and then multiplying the result by the daily sum, thereby obtaining the number of days of holiday that were lost.

The days of holiday lost will be counted as of the day following the date on which the event that caused the interruption occurred, except in cases involving the hospitalisation of the INSURED or a non-insured family member, in which case the days will be counted as of the day on which they were checked in to hospital.

If the cost of the contracted services exceeds the sum insured for this cover, the reimbursement will be calculated on the basis of the sum resulting from dividing the sum insured by the days of holiday.

### **EXCLUSIONS**

This cover does not extend to:

- Early returns that were not notified to the INSURERS or that were not made through or with their agreement, except in cases of force majeure or proven material impossibility.
- b) The losses caused as a result of fraud by the INSURED, the POLICYHOLDER, the BENEFICIARIES or the persons that travel with the INSURED.
- Any reimbursement requested in cases in which the INSURED'S return occurred on the date on which the trip was supposed to end or subsequent to this date.
- d) Any illnesses or injuries as a consequence of chronic ailments or ailments occurring before the trip begins (unless the chronic illness becomes acute or imbalanced again during the trip) and AIDS in any of its stages of development.
- e) Illnesses that are being treated or require medical attention within 30 days preceding both the date of the trip reservation and the date of inclusion in the insurance.
- f) Psychic and mental illnesses and depressions not requiring hospitalisation, or that require hospitalisation for less than seven days.
- g) Illnesses or injuries occurring during the execution of manual labour.
- h) Suicide or illnesses or injuries resulting from a suicide attempt or those caused intentionally by the INSURED to themselves.

Avenida da Liberdade, 200 1250-147 Lisboa (Portugal) Tel: +351 213 540 064



- Treatment or illnesses or pathological states caused by the consumption or administration of toxic substances (drugs), alcohol, narcotics or non-prescribed medication.
- j) Childbirth.
- k) Pregnancy, except for unforeseeable complications during the first 24 weeks of pregnancy.
- I) Participation in bets, duels, crimes or fights, unless exercised in legitimate defence.
- m) Terrorism
- n) Beauty treatments, periodic medical checks, treatments, medical instructions to avoid flying, vaccinations, the impossibility of following a recommended preventive medical treatment in specific destinations or voluntary interruption of pregnancy.
- Failure to present the documents that are essential for any journey, such as passports, visas, tickets, driving licenses or vaccination certificates, due to any cause.
- Losses that are caused by radiation from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.
- q) Pandemics.

For any doubt, misunderstanding, mistyping error or any other imprecision or definition, the Portuguese version in the one in force and valid.

CIA. EUROPEA DE SEGUROS,S.A.

O TOMADOR