

## PRE-CONTRACTUAL INFORMATION

### (TAP) TAPPTSD (Antiga designação), TAPPTIN (75234)

#### A. INSURER

The insurance contracts are underwritten by AWP P&C SA – PORTUGAL BRANCH, hereinafter designated as the Insurer, with registered office at Avenida do Brasil, nº56 – 3º, 1700-073 Lisboa, taxpayer nr. 980359546 and registered at the Commercial Registry of Cascais with the same number.

AWP P&C SA – PORTUGAL BRANCH is registered to pursue assurance business in Portugal, in regime of establishment.

#### B. INSURANCE SCOPE

The insurance guarantees the payment of travel cancellation costs, luggage and travel assistance.

The risks will only be guaranteed by the Insurer, if the flight purchased to Companhia Aérea TAP - Transportes Aéreos Portugueses S.A. does not exceed more than 31 (thirty one) consecutive days and is held by the insured person with no professional nature.

Coverage is valid for flights. However, travel assistance coverage shall only enter into force when more than 30 Km away from the Residence of the Insured Person, or more than 15 Km away if that Residence is located in the Azores Is. or Madeira Is.

#### C. RISK COVERAGE

##### A. Cancellation

##### What is insured

1. The Insurer guarantees, up to the Maximum Benefit, the reimbursement of the value of the tickets acquired from the Airline when the Insured Person cancels their journey before departure due to:

a) Serious illness, serious accident or death of the Insured Person or their Relatives, as defined in article 1.

By serious illness we understand any involuntary alteration of the state of health of the Insured Person or of their Relatives, diagnosed by a doctor and which implies one of the following situations:

- Admission to hospital for a minimum of 24 hours and the occurrence of this situation within the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date;
- Temporary incapacity that continues during the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date.

By serious accident we understand any physical harm caused to the Insured Person, occurring fortuitously, suddenly and in an unforeseen manner, due to a cause not under the control of the Insured Person, in accordance with medical opinion and which implies one of the following situations:

- Admission to hospital for a minimum of 24 hours and the occurrence of this situation within the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date;
- Temporary incapacity that continues during the 7 (seven) days prior to travel, making it impossible to begin the trip on the envisaged date.

In the case of serious accident or illness of the Relatives of the Insured Person, whether insured by this Policy or not, we understand as serious whenever admission to hospital for a minimum of 24 hours is involved and the occurrence of this situation within the 7 (seven) days prior to travel, and the implication of imminent death for the persons mentioned.

b) Termination of Employment Contract due to dismissal by the employer, after the reservation of the journey and underwriting the Policy. Dismissal for cause, termination during probation period, expiry or mutually agreed termination are excluded from coverage, as well as the termination or notice of termination at the Insured Person's initiative;

c) Employment contract with an effective term of more than 1 (one) year with an employer other than the employer of the Insured Person, after the reservation of the journey and underwriting the Policy, as long as the execution of the employment contract takes place after the reservation of the journey and underwriting the Policy and the work to be provided to the new employer coincides with the travel dates;

d) Insured Person or Relatives, as they are defined in article 1, summoned for organ transplant, if called to perform the organ transplant after the reservation of the journey and underwriting the Policy and the transplant is to occur on the travel dates or, if before those dates, render the transplant on the scheduled date impossible;

e) Insured Person or Relatives, as they are defined in article 1, summoned to perform important surgery: if called to perform the surgery after the reservation of the journey and underwriting the Policy and the surgery is to occur on the travel dates or, if before those dates, render performing the surgery on the scheduled date impossible;

f) Serious complications occurring during pregnancy or miscarriage, occurring on a date after the reservation of the journey and underwriting the Policy, diagnosed by a doctor and that implies hospitalization or confinement to bed, rendering starting the journey on the planned date clinically impossible. Serious complications or miscarriage occurring after the 7th month of gestation are expressly excluded;

- g) Robbery of Identity Card or Passport occurring during the 72 (seventy-two) hours before the start of the journey, as long as this is duly reported by Insured Person to the police authorities and the impossibility of replacing these documents in due time renders the start of the journey on the scheduled date equally impossible;
  - h) Cancellation by the travel companion, registered at the same time and with insurance coverage for the same risk, for any of the reasons stated in the above paragraphs, which would require the Insured Person to travel alone.
2. In the event that any of the causes provided in the above number occurs and the Insured Person intends to transfer the journey to another person, the Insurer shall cover the additional costs involved in the alteration of the reservation, if the costs of such alteration are lower than the indemnity due to the cancellation of the journey.

#### **What is not ensured**

1. Under no circumstances are accidents that occur as a consequence of the following covered by this Policy:
  - a) Any accident the cause of which is known at the time the travel is purchased;
  - b) Accidents that are the direct or indirect result of deceit, negligence or imprudence by the Policyholder, or any fraudulent, dishonest or illegal act or those contravening any government regulation or prohibition;
  - c) Malicious acts, negligence by the Insured and self-inflicted injuries or suicide or attempted suicide;
  - d) Nuclear reaction or contamination by nuclear weapons or radioactivity;
  - e) Infiltration, pollution, contamination;
  - f) Earthquake, tidal wave, floods, volcanic eruptions, volcanic ash, cyclones, falling of sidereal bodies, meteorites or other natural catastrophes;
  - g) Epidemics, Pandemics, quarantine;
  - h) Financial insolvency or failure of a transportation company, travel or excursion organiser, hotel or any other supplier;
  - i) Travel arranged or carried out against doctor's orders;
  - j) Direct or indirect costs related to terminal sicknesses diagnosed before this Policy was taken out;
  - k) Direct or indirect costs related to travel carried out with the purpose of engaging in treatments, consultations or medical examinations, regular check-ups, rehabilitation sessions, healing, aesthetic treatment or cosmetic surgery;
  - l) Expenses arising from mistakes or omissions in the travel reservation;
  - m) Expenses of obtaining, modifying or renewing visas, passports or any other documentation necessary for carrying out a trip;
  - n) Accidents resulting from failure to fulfil indications issued by official or government institutions due to:
    - i) Trips, including their possible postponement, with destination in a certain country or geographical area;
    - ii) Strikes, riots, adverse climate conditions, civil unrest or contagious diseases.
  - o) Any act of war, civil or foreign, declared or undeclared, civil disturbance or civil unrest, rebellion, revolution, insurrection, acts of terrorism or usurpation of power by military forces;
  - p) Nuclear reactions or contamination by nuclear weapons or by radioactivity;
  - q) The entire effect of a biological or chemical sources, substance(s), components or actions taken directly or indirectly with the purpose of alarming or destroying human life and/or creating public panic;
  - r) Consumption of alcohol, drugs and narcotics, except those prescribed by a doctor and taken as indicated;
  - s) Psychological, mental or nervous disorders, including depression, anxiety or stress;
  - t) Accidents for which the appropriate action has not been taken to prevent or minimise the risks covered by this Policy.
2. Cancellations of journeys that occur as a result of the following are excluded from coverage:
  - a) Accidents resulting from taking part in wagers, competitions, duels and brawls (except in the event of self-defense);
  - b) Failure, for any reason, to present the documents required in order to travel, such as passports, visas or tickets;
  - c) Lack or impossibility of vaccination and medical unavailability to take the necessary precautions before journeys to certain countries;
  - d) Birth or abortion;
  - e) Pregnancy complications and miscarriage after the 7th month of gestation;
  - f) When the situation of hospitalization or temporary disability due to illness or serious accident has expired before seven (7) days prior to the beginning of the trip;
  - g) The pathologies not stabilized which have been the subject of a diagnosis or a treatment within thirty (30) days prior to the booking of travel;
  - h) Medical appointment or certificates, periodic inspections, rehabilitation sessions, cures or beauty treatments;
  - i) The additional costs that arise from delays in informing the Insurer as to the cause for cancellation.

## **B. Luggage**

#### **What is ensured**

1. The Insurer guarantees, up to the Maximum Benefit, the payment of indemnity to the Insured Person as a result of:
  - a) Theft Luggage;

b) Partial or total loss or destruction of luggage during its transportation by a public passenger transport company.

2. The Insured Person must always demand reimbursement from the Airline or the handling company.

1. The Indemnity is calculated based on the purchase value of the objects claimed, deducting their depreciation due to their age and wear or tear, under the following terms:

a) Luggage under 1 year old: 15%;

b) Luggage above 1 year old: 15% devaluation during the first year and 5% in the following years, up to a maximum limit of 75%.

2. The maximum indemnity for the following objects is 50% of the Maximum Benefit, taking the following aspects into account:

a) Jewelry, objects crafted with precious metals, gems, pearls and watches are only covered against Robbery and if the Insured Person is wearing them when the Claim takes place or if they are deposited in the hotel safe;

b) Photographic, cinematographic, recording or sound or image playing material as well as accessories, furs or hunting rifles, are only covered against Robbery and if the Insured Person is wearing them when the Claim takes place or if they are deposited in the hotel safe.

3. The Maximum Benefit specifies the maximum indemnity per Insured Person and for all the Claims suffered by the Insured Person during the insurance period.

4. In the event of total or partial destruction of the luggage, or its loss during transfer performed by a transporter, the Insurer shall offer compensation in addition to the indemnity payable by the transporter, up to the Maximum Benefit.

1. The Insurer shall also reimburse the Insured Person, up to the Maximum Benefit, for expenses borne with the purchase of essential belongings, in the event of delay above 12 (twelve) hours in the delivery of the Luggage on the outward journey.

2. For the purposes of this coverage, essential belongings shall be construed as the articles used by the Insured Person in their personal hygiene and clothing.

3. This indemnity shall not accrue with the indemnity payable due to loss or destruction of luggage by a public passenger transport company.

4. The Insured Person shall hand over to the Insurer the documents that provide proof of purchase of articles of basic necessity and the length of the delay in the delivery of the luggage.

#### **What is not insured**

1. Under no circumstances are accidents that occur as a consequence of the following covered by this Policy:

a) Any accident the cause of which is known at the time the travel is purchased;

b) Accidents that are the direct or indirect result of deceit, negligence or imprudence by the Policyholder, or any fraudulent, dishonest or illegal act or those contravening any government regulation or prohibition;

c) Malicious acts, negligence by the Insured and self-inflicted injuries or suicide or attempted suicide;

d) Nuclear reaction or contamination by nuclear weapons or radioactivity;

e) Infiltration, pollution, contamination;

f) Earthquake, tidal wave, floods, volcanic eruptions, volcanic ash, cyclones, falling of sidereal bodies, meteorites or other natural catastrophes;

g) Epidemics, Pandemics, quarantine;

h) Financial insolvency or failure of a transportation company, travel or excursion organiser, hotel or any other supplier;

i) Travel arranged or carried out against doctor's orders;

j) Direct or indirect costs related to terminal sicknesses diagnosed before this Policy was taken out;

k) Direct or indirect costs related to travel carried out with the purpose of engaging in treatments, consultations or medical examinations, regular check-ups, rehabilitation sessions, healing, aesthetic treatment or cosmetic surgery;

l) Expenses arising from mistakes or omissions in the travel reservation;

m) Expenses of obtaining, modifying or renewing visas, passports or any other documentation necessary for carrying out a trip;

n) Accidents resulting from failure to fulfil indications issued by official or government institutions due to:

i) Trips, including their possible postponement, with destination in a certain country or geographical area;

ii) Strikes, riots, adverse climate conditions, civil unrest or contagious diseases.

o) Any act of war, civil or foreign, declared or undeclared, civil disturbance or civil unrest, rebellion, revolution, insurrection, acts of terrorism or usurpation of power by military forces;

p) Nuclear reactions or contamination by nuclear weapons or by radioactivity;

q) The entire effect of a biological or chemical sources, substance(s), components or actions taken directly or indirectly with the purpose of alarming or destroying human life and/or creating public panic;

- r) Consumption of alcohol, drugs and narcotics, except those prescribed by a doctor and taken as indicated;
  - s) Psychological, mental or nervous disorders, including depression, anxiety or stress;
  - t) Accidents for which the appropriate action has not been taken to prevent or minimise the risks covered by this Policy.
2. The following situations are excluded from coverage:
- a) Any robbery, destruction or loss:
    - i) Caused intentionally by the Insured Person or resulting from grave negligence;
    - ii) Resulting from determination by the appropriate authorities, during civil or foreign war, declared or not, civil uprisings and riots, strikes, acts of terrorism and any effects caused by radioactive, chemical or biological source.
    - iii) Resulting from change of accommodation.
  - b) Robbery committed by the workers of the Insured Person during the performance of their duties;
  - c) Theft of objects left unwatched in public locations;
  - d) Destruction resulting from a defect in the object, normal wear and tear, spillage of liquids, oils, dyes or corrosive materials that are part of the Insured Person's luggage;
  - e) Breakage of fragile, ceramic, crystal, porcelain or marble objects;
  - f) Theft, loss, forgetting or simply misplacing objects;
  - g) Objects stolen from inside a private vehicle, except rental vehicles;
  - h) The purchase of basic necessity articles during the return journey to the Residence of the Insured Person.
3. The following objects are excluded from this coverage:
- a) Documents, identity cards, credit and cash point cards, magnetic cards, transport tickets, cash, debt certificates and keys;
  - b) Bicycles, hunting rifles, Windsurf boards, Skis or Snowboard boards and all types of sports equipment;
  - c) Material of professional nature;
  - d) Musical instruments, artworks, antiques, collections and merchandise;
  - e) Glasses, contact lenses, prosthetics and any type of orthopedic devices;
  - f) Telephones and electronic devices, as well as their accessories;
  - g) Any type of computing material.

### C. Travel assistance

#### What is ensured

##### 1. Transport or repatriation in the event of illness or accident

If the Insured Person suffers an accident or suddenly becomes ill during the journey specified in the Specific Conditions, the Insurer shall take care of:

- a) The costs with transport by ambulance or another appropriate means, from the location of the occurrence until the nearest clinic or Hospital;
- b) Surveillance by their medical team, together with the Insured Person's doctor, in order to determine the appropriate measures regarding the best treatment to be applied and the best means for transfer, if applicable, to a more appropriate hospital centre or to their Residence;
- c) The costs of that transfer, by the most appropriate means of transport, to the approved hospital centre or to their Residence.
- d) Organization of the repatriation of the Insured Person and insured relatives or another also insured companion, if, due to medical requirements, the severity of which shall be determined by the Insurer's medical team, the Insured Person cannot use the means of transport provided for their return to their Residence. In this case, the Insured Person shall contact the Insurer beforehand, requesting assistance for the case at hand;
- e) Organization of transport to their initially defined destination, if the Insured Person, after their recovery, as well as the companion or their insured relatives, intend to proceed with the journey, and the health of the Insured Person allows this, as long as the costs of this journey does not exceed the costs with the return journey to their Residence.

Any medical transport and / or repatriation, as well as medical supervision, if applicable, shall be performed with the prior agreement between the Insured Person's doctor and the Insurer's medical team.

The means of transport used shall be determined by the Insurer's medical team.

##### 2. Transport or repatriation in the event of death

In the event of the death of the Insured Person, the Insurer shall support the payment of:

- a) Costs with transporting the body, from the place of death to the location of interment in Portugal;
- b) Expenses with the mandatory preparation for transporting the body, up to the Maximum Benefit;
- c) Travel expenses for the return of the Relatives or a companion of the Insured Person by 1st class train ticket or tourist class airplane ticket, in as far as the means initially provided for their return cannot be used due to the repatriation of the Insured Person.

##### 3. Medical expenses abroad

If due to accident or sudden illness occurring during the journey indicated in the Specific Conditions, the Insured Person needs medical assistance, surgery, pharmaceutical or hospital assistance abroad, the Insurer shall support, up to the Maximum Benefit:

- a) Medical and surgery expenses and fees;
- b) Expenses with pharmaceutical products prescribed by a doctor;
- c) Hospitalization costs, until such time as the repatriation of the Insured Person is clinically possible and advisable.

This coverage is dependent on the prior intervention by Social Security or any other entity required to provide assistance, with regard to which the Insured Person undertakes to inform the Insurer.

The Insured Person shall obtain a European Health Insurance Card whenever they visit one of the European Union Member-States, or Iceland, Liechtenstein, Norway or Switzerland.

#### 4. Communication of urgent messages

The Insurer, following a Claim covered by the Policy, shall transmit the urgent messages that are requested by the Insured Person, as well as support the costs with urgent messages that the Insured Person transmits directly. In this latter case, the Insurer shall only support the expenses arising from the transmission of urgent messages after the Insured Person presents the corresponding invoice and justification for the urgent nature of the message.

#### 5. Legal assistance abroad

The Insurer shall guarantee, up to the Maximum Benefit, the payment of expenses required for legal representation before any court, as a result of fact occurring during the journey indicated in the Specific Conditions.

The legal assistance coverage may only be activated if the charges brought against the Insured Person are not punished criminally in that country.

The facts related to the professional activity of the Insured Person, intentional facts, the use of motor vehicles and contract liability are excluded from this coverage.

This coverage shall not include court fees in criminal processes or any charge of criminal nature.

This guarantee is accessory to the assistance coverage, whereby it does not comprise autonomous legal protection coverage.

#### 6. Bail bond in foreign countries

The Insurer shall advance, up to the Maximum Benefit, the payment of the bail bond required for the Insured Person in order to ensure their provisional freedom or appearance in court following a road accident for which they are liable.

The Insurer, before advancing the payment of the bail bond, reserves the right to demand that the Insured Person provide a guarantee.

Within at most three months following the advance paid by the Insurer, or earlier, immediately after the bond's restitution by the court or when it is definitively decided that the bond will not be returned, the Insured Person will reimburse the Insurer for the bail bond provided.

If the Insured Person does not return the value of the bail bond paid by the Insurer, this party reserves the right to charge the Insured Person, in addition to the value of the bond, late payment interest until payment is effectively performed in full.

#### 7. Civil liability

The Insurer shall cover, up to the Maximum Benefit, the civil liability of the Insured Persons for special and general damages caused unintentionally to third parties during the journey identified in the Specific Conditions. In any case, the value of the Excess provided in the Coverage and Benefits Table shall always be paid by the Insured Person.

The Maximum Benefit provided for this coverage includes the payment of court costs and legal expenses, as well as the creation of judicial bonds that are demanded from the Insured Person.

#### 8. Delay departure

If the departure of the flight(s) indicated in the Specific Conditions is / are delayed at least 6 (six) hours, the Insurer shall support, up to the Maximum Benefit and following submittal of the respective documents that provide proof of this, the costs with hotel, food and transport during the delay.

The Insured Person shall provide the Insurer with the documents providing proof of the delay of the flight issued by the Airline, as well as the documents providing proof of the costs paid.

This coverage shall only be activated if the Airline does not agree to the payment of any indemnity.

The costs paid at a place other than where the delay takes place are excluded. Flight cancellations are also excluded, in other words, the non-occurrence of a programmed flight and regarding which at least one seat had been reserved.

#### 9. Interruption of journey

If, during the flight identified in the Specific Conditions, the Insured Person is repatriated for any reason provided in this Policy, the Insurer shall guarantee, up to the maximum value of the Insured Value, the reimbursement of the costs borne with the journey, for the period of time during which it was not used.

The Insured Person shall inform the organizers of the journey (travel agents, hotels, etc.) with regard to the interruption of the journey as soon as possible and demand the reimbursement of the sums regarding the period of the journey that was not used.

#### 10. Missed connection flights

If, as a result of a delay in the flight used for the journey indicated in the Specific Conditions, the Insured Person misses a later connection flight that had already been reserved in order to proceed with their journey, the Insurer shall indemnify the Insured Party, at the latter's discretion, with regard to the hotel expenses and meals that occur while waiting for the next connection flight of a new ticket in order to complete the connection or return to the Residence, all of which up to the Maximum Benefit.

The Insured Person shall provide the Insurer with the justification documents issued by the Airline admitting to the delay, the document proving the departure time of the connection flight, as well as the documents that demonstrate the expenses borne.

This coverage shall only be activated if the Airline does not agree to the payment of any indemnity.

Accommodation expenses shall only be supported by the Insurer as long as the next available connection flight does not take place on the same day.

This cover shall not apply if the Insured Person did not ensure a minimum interval of at least two hours between flights.

#### What is not insured

1. In addition to the other exclusions provided, all the actions that were not requested to the Insurer or that were organized directly by the Insured Person, without the prior agreement of the Insurer, are expressly excluded from all travel assistance coverage, except in case of proven force majeure or effective impossibility to do so.

2. Under no circumstances are accidents that occur as a consequence of the following covered by this Policy:

- a) Any accident the cause of which is known at the time the travel is purchased;
- b) Accidents that are the direct or indirect result of deceit, negligence or imprudence by the Policyholder, or any fraudulent, dishonest or illegal act or those contravening any government regulation or prohibition;
- c) Malicious acts, negligence by the Insured and self-inflicted injuries or suicide or attempted suicide;
- d) Nuclear reaction or contamination by nuclear weapons or radioactivity;
- e) Infiltration, pollution, contamination;
- f) Earthquake, tidal wave, floods, volcanic eruptions, volcanic ash, cyclones, falling of sidereal bodies, meteorites or other natural catastrophes;
- g) Epidemics, Pandemics, quarantine;
- h) Financial insolvency or failure of a transportation company, travel or excursion organiser, hotel or any other supplier;
- i) Travel arranged or carried out against doctor's orders;
- j) Direct or indirect costs related to terminal sicknesses diagnosed before this Policy was taken out;
- k) Direct or indirect costs related to travel carried out with the purpose of engaging in treatments, consultations or medical examinations, regular check-ups, rehabilitation sessions, healing, aesthetic treatment or cosmetic surgery;
- l) Expenses arising from mistakes or omissions in the travel reservation;
- m) Expenses of obtaining, modifying or renewing visas, passports or any other documentation necessary for carrying out a trip;
- n) Accidents resulting from failure to fulfil indications issued by official or government institutions due to:
  - i) Trips, including their possible postponement, with destination in a certain country or geographical area;
  - ii) Strikes, riots, adverse climate conditions, civil unrest or contagious diseases.
- o) Any act of war, civil or foreign, declared or undeclared, civil disturbance or civil unrest, rebellion, revolution, insurrection, acts of terrorism or usurpation of power by military forces;
- p) Nuclear reactions or contamination by nuclear weapons or by radioactivity;
- q) The entire effect of a biological or chemical sources, substance(s), components or actions taken directly or indirectly with the purpose of alarming or destroying human life and/or creating public panic;
- r) Consumption of alcohol, drugs and narcotics, except those prescribed by a doctor and taken as indicated;
- s) Psychological, mental or nervous disorders, including depression, anxiety or stress;
- t) Accidents for which the appropriate action has not been taken to prevent or minimise the risks covered by this Policy.

3. In addition to the other exclusions provided, the following situations are expressly excluded from travel assistance coverage:

- a) The Claims occurring as a result of war, declared or not, riots, uprisings or events of similar nature, except when the Insured Person is caught by surprise by the start of the conflict abroad. Under these circumstances, the insurance coverage shall cease 14 days after the start of the conflict;
- b) Activities related to blowguns, archery, hot air balloon rides, windsurf, kite surf, sailing in sailboat or motor boat, fishing, mountain biking, canoeing, kayaking, mountaineering, orientation, horse riding excursions, quads, 4x4 vehicle excursions, karts, trekking, paintball, jet skis, lightweight aviation, helicopters, water skiing, rafting, paragliding, parachuting,, snowboard, ski. Practicing any sport professionally, remunerated or otherwise, competing or training. The Claims that occur while participating in an airborne sport, including sky diving, paragliding and hang gliding, or any of the

following sports: skeleton, bobsleigh, sky-jumping, mountaineering, climbing, diving, bungee-jumping, sky-diving or activities related to speleology;

- c) Claims resulting from skiing or snowboarding, outside ski trails or the appropriate locations for skiing;
- d) Any type of journey for therapeutic purposes;
- e) Search and rescue of persons at sea, mountain or desert areas;
- f) Costs with burial or funeral ceremonies;
- g) Consequences of the treatment of an uncured illness regarding which the Insured Person is not recovered when the journey starts, or which, according to the medical team of the Insurer, was specified as medically unsuitable regarding the performance of that journey;
- h) Repatriation or health transport performed as a result of mental illness that does not require hospitalization at the destination for more than 24 hours.

4. In addition to the other exclusions provided, in particular those mentioned in the above number, the following situations are expressly excluded from coverage of medical expenses:

- a) Any medical expenditure produced in the country of residence or of nationality of the Insured Person, with a cost lower than the value of the excess established in the table of coverage and benefits attached hereto;
- b) Pre-existing conditions, whether the Insured Party was aware of them or not. Any decline in pre-existing conditions that may occur during the journey are covered;
- c) Treatment of illnesses known beforehand;
- d) Spa treatments, sun therapy, heliotherapy, weight treatment, springs, youth treatment or any beauty and well-being treatments;
- e) Implants, artificial limbs, glasses or other prosthesis, and the respective costs with placement / development, as well as the costs with rehabilitation and physiotherapy;
- f) Costs with vaccination, dental treatment and those that derive from any non-urgent treatment;
- g) Expenses with contraception and abortion;
- h) Expenses which, according to the Insurer's medical team, are not suitable with the pathology that the Insured Person possesses;
- i) Expenses occurring less than 30 Km away from the Residence of the Insured Person, or less than 15 Km away if that Residence is located in the Azores Is. or Madeira Is.;
- j) Expenses with preventive medicine;
- k) Expenses regarding a chronic disease or pregnancy complications;
- l) Expenses with treatments started in the country of origin;
- m) Expenses with any mental illnesses;
- n) The consequences with harmless illnesses or lesions that may be treated at the destination without any sort of inconvenience for the Insured Person;
- o) Costs with Homeopathy, Osteopathy, Naturopathy and other treatments directly or indirectly related to traditional or alternative medicine;
- p) Any costs occurring after the date that the journey ends.

5. In addition to the other exclusions provided, namely those mentioned in nr. 3 above, the following situations are expressly excluded from Civil Liability coverage:

- a) Damage resulting from the Insured Person's use of mechanical or motor vehicles, as well as the trailers attached to those vehicles, aircraft and vessels, as well as through the use or property of weapons of any type or nature;
- b) Any damage caused by the results of the professional activity of the Insured Person, of a relative or companion, or by participating in any activity organized by a not-for-profit organization;
- c) Any contract liabilities;
- d) Damage resulting from the Insured Person's participation in any sports of professional nature;
- e) Damage caused to animals or property loaned, leased or placed under their guard;
- f) Any damage suffered by an employee, relative or companion of the Insured Person or caused as a result of the task they were to perform;
- g) Damage caused to Relatives or persons who associate with the Insured Person;
- h) Litigations between Insured Persons;
- i) Damage caused by the Insured Person during fights, wagers, demonstrations or disturbances;
- j) Damage caused by the Insured Person when under the influence of alcohol, drugs and narcotics;
- k) The damage produced as a result of skiing or any other type of adventure sports;
- l) Fines or other types of penalties;
- m) Any damages caused deliberately by the Insured Person;
- n) Any damage caused by an animal that belongs or is under the case of the Insured Person;
- o) Any damage regarding which the Insured Person unilaterally assumes liability, without the agreement of the Insurer;

- p) Damage subject to obligatory civil liability insurance or when another civil liability policy has been subscribed;
- q) Any damage caused to third parties, related with fire, explosion or flooding;
- r) The claims with value below the excess established in the table of coverage and benefits attached hereto;
- s) Damage produced as a result of the actions of the Armed Forces or Security Forces and Corporations, in times of Peace.

#### **D. PREMIUM**

The Premium is payable on the date of execution of the contract.

Payment of the Premium is condition precedent for the coverage of risks.

Failure to pay the Premium shall result in the immediate termination of the contract as of the date of its execution.

The premium value is in the simulation.

The present simulation is based on a set of assumptions, such as the data that has been indicated and the no existence of risk of aggravating factors. For the stated data, it was found the premium specified in the simulation that includes tax burdens and quasi prevailing on the date simulation. The information provided is valid only during each simulation carried out.

#### **E. DUTY OF RISK'S INITIAL STATEMENT**

Before the signing of the contract, the policyholder and the insured person are obliged to report accurately all circumstances know and reasonably should have as significant to the assessment of risk by the insurer, even if its wording is not requested in the questionnaire by this provided.

Em caso de incumprimento negligente desta obrigação, o Segurador pode propor a alteração do contrato ou fazê-lo cessar. In case of negligent breach of this obligation, the insurer may propose an amendment to the contract or make it cease.

In case of willful default of this obligation, the insurer may declare the contract null.

#### **F. INSURER'S MAXIMUM LIABILITY**

The maximum liability of the Insurer is limited to the amount of capital insured for each risk covered, which are designated by the Insured Person or Luggage.

The covers mentioned shall be subject to compensation limits, deductibles, exclusions and waiting periods set out in the Contract Conditions apply.

#### **G. CONTRACT'S AND COVERAGE'S BEGINNING AND DURATION**

Coverage for cancellation of journey shall commence 24 (twenty-four) hours after underwriting the Policy, and shall be effective until the time and date that the first journey starts which is indicated in the Specific Conditions.

The coverage regarding luggage, travel assistance and personal accidents shall become effective between the dates and times of the journeys indicated in the Specific Conditions.

In the event that the Policyholder has only acquired a one way trip, the coverage mentioned in the above number shall be effective up to 24 (twenty-four) hours before the day of arrival at the destination specified in the Specific Conditions.

#### **H. CONTRACT'S CESSATION**

The insurance contract ceases in general terms, in particular due to expiry, revocation, termination and dispute.

Nevertheless, it is not foreseen the possibility of free termination of the insurance contract, provided that the journey does not start however, the Insurer allows the policyholder, within no later than fourteen (14) days of Contract subscription, can solve the same, with retroactive effect to the beginning without having to pay any compensation and without giving any reason.

Failure to exercise the right of free termination does expire the same, with the resulting contract consolidation.

In this case, the insured is entitled to the value of the premium calculated in proportion to the time to the extent that has borne the risk.

The free termination of the insurance contract must be notified to the insurer via e-mail [info@allianz-assistance.pt](mailto:info@allianz-assistance.pt).



## I. COMPLAINTS

The Insurer has a specific organizational unit for receiving, analyzing and responding to complaints, without prejudice to these can be presented to the Supervisory Authority of Insurance and Pension Funds and the possibility of recourse to arbitration.

The general information on the management of complaints is available for consultation in [www.allianz-assistance.com.pt](http://www.allianz-assistance.com.pt).

## J. APPLICABLE LAW AND JURISDICTION

Pre-contractual relations are established under Portuguese law.

The Insurer proposes the application of Portuguese law to the insurance contract.

Subject to the exceptions provided for in the civil procedural law, the jurisdiction to resolve any disputes arising from this contract is fixed in the civil law.

## K. SUPERVISION'S AUTHORITY

The Insured is subject to supervision by the *Autorité de Contrôle Prudentiel et de Résolution (ACPR)* in France, without prejudice to the specific competencies of the Supervisory Authority of Insurance and Pension Funds in this respect.

## L. PERSONAL DATA

### 1. Who is the data controller?

The data controller is the natural or legal person who, individually or jointly with others, determines the purposes for which personal data are processed, and how.

The controller of your personal data is:

AWP P&C SA - Sucursal em Portugal

Av. do Brasil, 56, 3.º Piso

1700-073 Lisboa, Portugal

Legal Person/Taxpayer no. 980 359 546

AWP P&C SA – Sucursal em Portugal, also operates in the Portuguese market under the trade name Allianz Global Assistance.

### 2. What personal data will be collected?

Personal data is understood to mean any information concerning an identified or identifiable natural person ("data subject").

We process the following categories of personal data:

| Personal data                      | Examples  |
|------------------------------------|---|
| Identification and contact details | Name, address, email address, telephone number.   |
| Other identification details       | Date of birth, taxpayer number, civil identification number or number of other identification document, if different (passport, driving license, etc.). |
| Location                           | Client's geographical reference from time to time, for provision of the service.  |
| Health data                        | Health data if you request from us a service which is activated in the event of an accident, illness or death.  |
| Banking details                    | IBAN for processing any payment.  |

The personal data may be those of the subject or of third parties (beneficiaries of the payments/services, for example) who have in some way authorised their use. The user or policyholder is solely responsible for obtaining the consent of third parties whose data he or she submits on acquiring the product or taking out the insurance.

Collecting personal data is a contractual obligation and a necessary requirement for contracting and gaining access to our products and services. The data subject is obliged to provide personal data, otherwise we may be unable to provide them with the products or services requested from us and in which they are interested, or to provide them with assistance in the course of the contract.

You are also legally obliged under the Insurance Contract Law (Lei do Contrato de Seguro) to provide your identification details, address and taxpayer number. If you contract personal accident cover with beneficiaries in the event of death, you are also required by law to submit the following data: name, civil identification number or number of other identification document, if different, and taxpayer number of the insured person and of the beneficiary, and also the latter's address.

### 3. How will we obtain and use your personal data?

The personal data collected will be processed for various purposes, as explained above, and with your express consent, unless the applicable law or regulations do not require us to obtain this.

| Purposes   | Examples   |
|--|--|
| <b>Contracting a product/service or pre-contractual procedures</b> | In order to take out insurance or contract a service, or to manage any claim you may report to us, or else to manage any occurrence in connection with the contract, accounts and billing.   |
| <b>Performance of legal obligations</b>                            | For the purposes of the life and personal accident insurance central registry, reporting invoices to the Tax Authorities, combating money laundering, in response to requests from the judicial, regulatory and supervisory authorities. |
| <b>Defence of vital interests</b>                                  | In the event of a medical emergency, where we are called on to provide assistance.   |
| <b>Pursuit of legitimate interests</b>                             | Personal data may be used for statistical and actuarial purposes and for preventing fraud.   |
| <b>Recording of calls</b>  | For the purposes of monitoring service quality and as evidence of commercial transactions, after obtaining your consent.   |
| <b>Marketing and sales</b>   | Marketing or sale of new products or services, after obtaining your consent.   |
| <b>Management of complaints and disputes</b>                       | For management of complaints and disputes.   |

For these purposes we may also process personal data received from other entities such as insurance distributors or business partners, judicial or administrative authorities or other insurers or reinsurers.

#### 4. Who will have access to your personal data?

For the purposes indicated above, your personal data may be disclosed to third parties. Third Parties are natural or legal persons, public authorities, services or organisations which are not the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

For the purposes indicated, we may also have recourse to other entities ("processors") for the provision of certain services; these entities will only act in accordance with our instructions. Processors are the natural or legal person, public authority, agency or other organisation that processes personal data on behalf of the data controller.

We may disclose your personal data to the following third parties or communicate your personal data to the following processors:

| Third Parties                                 | Examples  |
|---|---|
| <b>Other Allianz Group companies</b>          | In particular, our parent company, for accounting or regulatory purposes.   |
| <b>Judicial or administrative authorities</b> | In line with our legal obligation as Insurer, to ASF – Autoridade de Supervisão de Seguros e de Fundos de Pensões, AT - Autoridade Tributária or to the Courts. |
| <b>Reinsurers or co-insurers.</b>             | For the purpose of spreading risk through reinsurance or co-insurance.  |
| <b>Financial Entities</b>                     | For the purposes of processing any payment under the contract.  |

| Processors                           | Examples   |
|--------------------------------------|--|
| <b>Other Allianz Group companies</b> | In particular to other companies in the insurer's group entrusted with managing claims arising under the insurance contract, on behalf of the data controller.                             |
| <b>Service providers</b>             | To provide the contract services (breakdown service, taxis, repair services, etc.), marketing and advertising companies.   |
| <b>Customer complaints office</b>    | If you make any complaint in connection with the insurance contract.   |
| <b>Technical consultants</b>         | Technical consultants and auditors, claim assessors, lawyers, debt collection agencies and providers of supporting services for the insurer's business (IT services, document management). |
| <b>Insurance distributors</b>        | If you took out the insurance through an insurance distributor.  |

#### 5. Where will my personal data be processed?

Your personal data may be processed inside and outside the European Economic Area (EEA) by the entities mentioned in Section 4, taking into account at all times the contractual restrictions relating to confidentiality and security, in accordance with

the applicable data protection laws and regulations. We do not disclose your personal data to anyone not authorised to process them.

Whenever we transfer your personal data to be processed outside the EEA by another Allianz Group company, we will operate on the basis of the binding rules applicable to Allianz, known as the Allianz Privacy Standard (Allianz BCR), which establish adequate protection for your personal data and which are mandatory for all Allianz Group companies.

In cases where the binding rules applicable to Allianz do not apply, we will take the necessary measures to ensure that the transfer of your personal data outside the EEA receives an adequate level of protection, similar to that for the transfer of data within the EEA. You can learn more about these transfers by using the contact details provided in Section 8.

## 6. What are your rights in relation to your Personal Data?

When permitted by the applicable law or regulations, you have the following rights:

| Rights                                    | Examples   |
|---|--|
| <b>Right of access</b>                    | To obtain confirmation that your personal data are or are not processed and, in particular, of the purposes of processing, the categories of personal data in question, the data recipients or categories of data recipients or the data storage period or the criteria used to set that period. |
| <b>Right of correction</b>                | To have inaccurate information corrected or to complete personal data when incomplete.   |
| <b>Right of deletion</b>                  | To delete your personal data from our records, if no longer needed for the purposes for which they were collected.   |
| <b>Right to restriction of processing</b> | To suspend processing or limit the scope of processing to certain categories of data or purposes of processing   |
| <b>Right to withdraw consent</b>          | To withdraw your consent at any time, whenever your personal data are being processed with your consent, without affecting the legality of the processing carried out on the basis of your consent as previously given.  |
| <b>Right to data portability</b>          | To receive your personal data in a standard and automatically readable structured format, and the right to transfer those data to another entity.  |
| <b>Right of complaint</b>                 | To make a complaint to the data protection authority, CNPD – Comissão Nacional de Proteção de Dados, or to our Data Protection Officer.  |
| <b>Right of objection</b>                 | In the cases permitted by law or the regulations in force, to object, for reasons relating to your particular situation, to the processing of personal data relating to you.   |

You may exercise your rights by using the contact details provided in Section 8. Allianz Global Assistance will verify your identity by any means permitted by law.

## 7. How long do we keep your personal data?

Your personal data will be stored for the period necessary for the purposes for which they are processed. After the storage period has ended, Allianz Global Assistance will delete or make your data anonymous whenever they do not have to be stored for a different purpose which may still apply.

There are cases where the law requires data to be processed and stored for a minimum period, for example, for accounting or tax purposes, where the law imposes a storage period of 10 years.

But whenever there is no specific legal obligation, your personal data will be processed for the time needed for the purposes for which they were collected, in accordance with the law in force and with CNPD guidelines and decisions. This is what happens in customer management in connection with an insurance contract, where data will be stored for 5 years, without prejudice to the ordinary limitation period.

## 8. How can you contact us?

If you have any question about how we process your personal data, you can contact us by phoning 210 049 200, or at the following address/email address:

ALLIANZ GLOBAL ASSISTANCE  
Data Protection Officer

Av. do Brasil, 56 – 3.º Piso  
1700-073 Lisboa

email: dados.pessoais@allianz.com

**9. How often do we review our privacy policy?**

We review our privacy policy on a regular basis. We will ensure that the latest version of this privacy policy is available on our website.

**M. COVERAGE AND CAPITAL INSURANCE PLANS**

| Coverage   | Maximum Benefit   | Excess |
|--|---|--------|
| <b>CANCELLATION</b>                                      |   |        |
| Cancellation (per Insured Person)                        | 750 €   | -      |
| <b>LUGGAGE</b>   |   |        |
| Theft, loss and total or partial destruction             | 600 €   | -      |
| First need items   | 250€  | -      |
| <b>TRAVEL ASSISTANCE</b>                                 |   |        |
| Transport or repatriation in case of illness or accident | Unlimited   | -      |
| Repatriation of the insured person in the event of death | 600€  | -      |
| Medical expenses   | 2.800€  | -      |
| Transmission of urgent messages                          | Unlimited   | -      |
| Legal assistance abroad                                  | 600 €   | -      |
| Advancement of guarantees                                | 4.800 €   | -      |
| Curtailement   | 60.000€   | -      |
| Loss of flight connections                               | 50 € for each 6 hours of delay until the limit of 250 € | -      |
| Flight delay   | 700 €   | -      |
| Civil liability  | 60€   | -      |