

(Valid for those who have a Cancelation Insurance)

# Transavia Travel insurance TERMS AND CONDITIONS

This insurance contract established between the insurer and the insured person, is governed by the General Terms and Conditions for this policy, regarding the declarations of the insured in the moment of subscription.

# **Definitions:**

**INSURER:** Mondial Assistance Europe N.V., company legally authorized to manage insurance activity, in particular to sell travel insurance, which is the purpose of this contract.

Mondial Assistance Europe N.V. Poeldijkstraat 4, 1059 VM Amsterdam The Netherlands

The handling of payments and claims will be carried out by Mondial Assistance Portugal which in case of covered incidents will activate the guarantees agreed.

**SERVICE PROVIDER:** Mondial Assistance Portugal - Assistance Services, Lda., a Mondial Assistance Group company to whom the insurer will subcontract the management and the service providing of the travel insurance and others.

**SUBSCRIBER:** The natural or legal person who, together with the insurer, signs this contract and who is bound by the obligations derived here from, except for those obligations which, by their nature, must be met by the insured party.

**INSURED:** The person, habitually resident in Portugal, who purchases their travel with TRANSAVIA and applies her/his joining to the contract on the day of booking. In the subscriber's absence, he assumes the obligations derived from this contract. Children under the age of 2 travelling with an insured relative are also deemed to be an insured party.

**ADDRESS:** The address where the insured habitually resides, and is referred in the insurance policy.

**PREMIUM:** the price of the insurance. The receipt will also include any legally applicable surcharges and taxes.

**CLAIM INCIDENT:** any event covered by this insurance policy's guarantees. Damages resulting from a single cause will be considered as one single claim incident, regardless of the number of claimants or claims presented.

**INSURED AMOUNT:** The fixed amount specified in the insurance contract, setting the maximum claim limit to be paid out by the insurer for each claim incident.

**DEDUCTIBLE:** The amount to be borne by the insured party in each claim incident, according to the agreed terms for each of the covered risks specified in the policy.



If the content of the policy differs from the proposed insurance cover or from the agreed clauses, the subscriber has one month from the delivery of the policy to request that the insurer correct these differences. Should this period lapse with no such request having been made, the parties will be bound by the policy.



#### Section I COMMON PROVISIONS

### Purpose of the insurance policy

The present Contract guarantees the assistance to the insured during the trip, regarding the terms and limits stipulated in the Contract.

#### Effect and duration of the insurance policy

<u>The guarantee of cancellation</u> will take effect after 24 hours from the date the policy has been issued, which should never be more than 48 hours from the purchase of the ticket, and only when the premium has been fully paid.

<u>Other guarantees</u> will take effect, once the premium has been paid, from the start date of the trip established in the specific conditions, until the day indicated in the specific conditions as the end of the trip.

The guarantees will be applied to all trips made by the insured party during the validity period established in the specific conditions, provided they do not exceed 31 consecutive days; the guarantees will be covered in the period comprised between the date of departure and the final date of return.

#### Geographical area

The guarantees of this policy will be valid in all countries of the World.

#### Payment of the premium

The subscriber is obliged to pay the insurance premium at the time the contract is formalized and always before the beginning of the trip with TRANSAVIA.

The premium must be paid into the insurance company's account. If, by fault of the subscriber, the premium has not been paid, the Insurer has the right to terminate the contract or demand payment of the premium due.

In all cases, if the premium has not been paid before the claim incident has occurred, the Insurer will be exempt of any obligation.

#### Claim incidents

In the case of a claim incident, the insured must immediately notify the incident to the insurance company through its representative in Portugal, Mondial Assistance Portugal; if the claim incident involves assistance-repatriation, the insured should call this telephone number in Portugal: + 35121 001 42 36 (24 hour, 365-day assistance), indicating where the insured party is, their phone number and the type of assistance needed.

If the claim incident were related to any other type of guarantee (luggage, cancellation or Civil Liability) the insured party should call + 351 21 001 42 37.

The insured will not receive reimbursement or indemnity compensation of any kind for services not requested during the course of the trip or which have not been organized by The Insurer, or the Service Provider.



#### Other insurers

The insured party must in all cases, at the time of subscription or during the period of guarantee, provide the Insurer with details of the guarantees covering the same risks they have purchased from other insurers. In case of plurality of insurance policies, the present contract will only function in case of inexistence, nullity, inefficacy, or insufficiency of previous policies.

#### Liability

The Insurer will not be liable for the delay or failure to provide the guaranteed services in cases where the delay or failure in providing them is a result of:

- Strikes
- Explosions
- Revolts
- Popular riots
- Restriction of free movement
- Sabotage
- Civil or International war, whether or not officially declared.

#### Subrogation

The Insurer subrogates itself to the insured's rights and actions against all natural and legal persons who are responsible for the events and have motivated their intervention, up to the total costs of the services provided. When the claims made in the execution of the present contract are covered in their entirety or partially by the insurance company, Social Security or any other body or person, the Insurer will be subrogated to the rights and actions of the insured against said company or body. To this effect, the insured shall cooperate with the Insurer, providing any assistance or document that may be deemed necessary. In any case, the Insurer will have the right to use or request from the insured the reimbursement of the travel ticket that the insured has not used, when the return trip costs have been borne by the Insurer.

#### Recovery

The Insurer may recover from the insured the cost of any indemnity payments which it has had to make as a result of a direct action of the damaged party or his/her rightful claimants, provided there is proof that the damage was a result of wilful deceit on the part of the insured.

The Insurer may equally claim damages from the insured incurred as a result of the cases and situations specified in this policy, and demand the reimbursement of the indemnity amounts it has had to pay to third parties for incidents not covered by the insurance policy.

#### Termination of the contract

If during the validity of the insurance policy, the insurable interest were to disappear, the insurance policy will be terminated from that moment, and the Insurer has the right to keep the unused premium.

#### Limitation periods

The legal procedures derived from this contract prescribes in the stipulated legal periods, starting from the day that they arises.



#### Conflicts resolution between the parties:

#### 1. - Before the Insurer

The persons legitimated by virtue of this insurance contract, may present any claims they deem justified, in writing, to Mondial Assistance Portugal, Rua Quinta da Fonte, Edifício Bartolomeu Dias, 2774-535 Paço de Arcos.

#### 2. - Before the Portuguese Insurance Institute

The persons with legitimacy for it will be able to present its claims to the Institute of Insurances of Portugal.

#### 3. - By arbitration

Both parties agree to put the resolution of any conflict that may arise from this policy in the hands of arbitrators, in accordance with the law in force.

#### 4. - Before a court of law.

If any of the parties should decide to exercise their actions before a Judicial Court, the competent one will be the within the area of residence of the insured.

#### Applicable legislation

The present contract will be regulated by the policy stipulations not forbidden by law, and in its absence, by the disposals of the Commercial Code (articles 425° and foreseen), as well as the respective legislation, and subsidiary civil legislation.

The freedom to provide services, will be regulated by DL nº 94-B/98, dated 17<sup>th</sup> of April.



## **Special Conditions**

#### Section II

## **CANCELATION GUARANTEE**

#### **ARTICLE ONE. COVERAGE DESCRIPTION**

1. - The Insurer guarantees, under the conditions established in these terms and conditions, the reimbursement of any cancellation costs paid by the insured, should they cancel their trip before departing, due to serious illness, serious physical accident or death of the insured, their spouse or registered partner, ascendants or descendants, brothers, sisters. (Brothers in law, sisters in law, sons in law, daughters in law, father in law or mother in law.)

<u>Serious illness</u> is here understood as an alteration of the person's health confirmed by a medical professional requiring hospitalisation or confinement to bed, and which renders the start of the journey on the original date medically impossible, or implies risk of death for any of the aforementioned members of the insured party's family.

<u>Serious accident</u> is here understood as unintentional bodily harm caused to the insured by an unforeseen event with an external cause and which, according to a medical doctor requires hospitalisation or confinement to bed, and makes it impossible for the insured to start the arranged trip on the planned date or entails risk of death for any of the aforementioned family members of the insured party.

2. - <u>Serious damages</u> (requiring the presence of the insured party on the day of departure), due to robbery, fire or flooding which affects:

- The main residence of the insured party.
- The insured party's business premises provided the insured is the direct user or he/she uses it to exercise a profession.

3.- <u>Job dismissal</u>; under no circumstance will this guarantee be applicable in case of expiry of work contract, voluntary resignation, or failure to pass the test period by the insured.

4. - <u>Cancellation of the trip by a travel companion</u> registered at the same time and insured for this same risk, for any of the causes which are guaranteed and established in the specific conditions of this policy, and which results in the insured having to travel alone.

In all cases it is an essential requirement for the insurance policy to be active at the moment of confirmation of the trip booking.

#### **COMPENSATION LIMIT - CALCULATION OF THE COMPENSATION**

The maximum limit for compensation will be  $1.000,00 \in \text{per person}$  (deductible: 10% of the ticket's value) and will be calculated on the basis of the damage suffered by the insured in accordance with the contractual agreements established by the travel organiser (including airport taxes). The maximum accumulated compensation is fixed at  $10,000.00 \in \text{per event}$ .

If the insured cancel the trip after the day in which he/she has knowledge of the cause that prevents the trip from taking place; any supplementary expenses which have been paid will not be eligible for any reimbursement, in all cases, the medical team of the insurance company will verify that the extent and/or gravity of the illness or accident is sufficient cause for the cancellation of the trip, it being medically inadvisable to make the trip at that time in that condition.



# **ARTICLE TWO. EXCLUSIONS**

This policy generally excludes cancellation of trips due to:

- 2.1. The consumption of alcohol, drugs and mood altering substances, except for cases where they have been prescribed by a doctor and have been administered in the recommended way.
- 2.2. Psychological, mental or nervous illnesses which do not require hospitalisation for more than 3 days.
- 2.3. Pre-existing illnesses known or not by the insurer.
- 2.4. Acts of wilful deceit, negligence of the insured party, as well as self-inflicted wounds, suicide or attempted suicide.
- 2.5. Accidents resulting from taking part in bets, contests, competitions, duels and fights (except in cases of legitimate defence).
- 2.6. Epidemics, specially caused by the avian flu, pollution and natural disasters.
- 2.7. Civil or international war, whether or not officially declared, mutinies, popular riots, acts of terrorism, all effects caused by a source of radioactivity, as well as the conscious failure to observe official prohibitions.
- 2.8. The lack or impossibility of vaccination and the medical impossibility to receive the necessary treatment to travel to certain countries.
- 2.9. Failure to present, for whatever reason, the necessary documents for travel, such as passports, visas, tickets or identity cards.
- 2.10. The pregnancy, as well as, its implications, the labour or voluntary termination of pregnancy.
- 2.11. Supplementary expenses generated by a delay in notifying the Insurer of the cause motivating the cancellation.

# ARTICLE THREE. CLAIM INCIDENTS

3.1. In case of a claim incident, the insured should notify the organiser of the trip as promptly as possible of the event which prevents them from starting their trip, in order to limit the consequences of the cancellation to a minimum.

3.2. The insured will receive documentation which they must complete. He/she must attach the following documents to justify the claim:

- Insurance contract.
- The contractual document which was given to the insured party by the travel organiser.
- The original invoice for cancellation costs issued by the travel organiser.
- Medical report issued by the doctor who assisted the person whose illness or accident is the cause of the cancellation, clinical and hospital reports, copy of prescriptions and any medical documents related to the medical treatment, in case of cancellation due to serious illness or physical accident.
- Original death certificate or certified copy.
- Any document establishing the gravity of the damages or harm which are the cause of the cancellation.
- Notification of dismissal and proof of procedural action, in case of cancellation due to job dismissal.
- Any document which establishes the gravity of the damages or harm which are the cause of the cancellation.



(valid for those who have the comprehensive insurance)

# Transavia Travel insurance TERMS AND CONDITIONS

This insurance contract established between the insurer and the insured person, is governed by the General Terms and Conditions for this policy, regarding the declarations of the insured in the moment of subscription.

# Definitions:

**INSURER:** Mondial Assistance Europe N.V., company legally authorized to manage insurance activity, in particular to sell travel insurance, which is the purpose of this contract.

Mondial Assistance Europe N.V. Poeldijkstraat 4, 1059 VM Amsterdam The Netherlands

The handling of payments and claims will be carried out by Mondial Assistance Portugal which in case of covered incidents will activate the guarantees agreed.

**SERVICE PROVIDER**: Mondial Assistance Portugal - Assistance Services, Lda., a Mondial Assistance Group company to whom the insurer will subcontract the management and the service providing the travel insurance and others.

**SUBSCRIBER:** The natural or legal person who, together with the insurer, signs this contract and who is bound by the obligations derived here from, except for those obligations which, by their nature, must be met by the insured party.

**INSURED:** The person, habitually resident in Portugal, who purchases their travel with Transavia and applies her/his joining to the contract on the day of booking. In the subscriber's absence, he assumes the obligations derived from this contract. Children under the age of 2 traveling with an insured relative are also deemed to be an insured party.

**ADDRESS:** The address where the insured habitually resides, and is referred in the insurance policy.



**PREMIUM:** the price of the insurance. The receipt will also include any legally applicable surcharges and taxes.

**CLAIM INCIDENT:** any event covered by this insurance policy's guarantees. Damages resulting from a single cause will be considered as one single claim incident, regardless of the number of claimants or claims presented.

**INSURED AMOUNT:** The fixed amount specified in the insurance contract, setting the maximum claim limit to be paid out by the insurer for each claim incident.

**DEDUCTIBLE:** The amount to be borne by the insured party in each claim incident, according to the agreed terms for each of the covered risks specified in the policy.

If the content of the policy differs from the proposed insurance cover or from the agreed clauses, the subscriber has one month from the delivery of the policy to request that the insurer correct these differences. Should this period lapse with no such request having been made, the parties will be bound by the policy.



# Section I COMMON PROVISIONS

## Purpose of the insurance policy

The present Contract guarantees the assistance to the insured during the trip, regarding the terms and limits stipulated in the Contract.

## Effect and duration of the insurance policy

The guarantee of cancellation will take effect after 24 hours from the date the policy has been issued, which should never be more than 48 hours from the purchase of the ticket, and only when the premium has been fully paid.

The rest of guarantees will take effect, once the premium has been paid, from the start date of the trip established in the specific conditions, until the day indicated in the specific conditions as the end of the trip.

The guarantees will be applied to all trips made by the insured party during the validity period established in the specific conditions, provided they do not exceed 31 consecutive days; the guarantees will be covered in the period comprised between the date of departure and the final date of return.

# Geographical area

The guarantees of this policy will be valid in all countries of the World.

# Payment of the premium

The subscriber is obliged to pay the insurance premium at the time that the contract is formalized and always before the beggining of the trip with Transavia.

The premium must be paid into the insurance company's account. If, by fault of the subscriber, the premium has not been paid, the Insurer has the right to terminate the contract or demand payment of the premium due.



In all cases, if the premium has not been paid before the claim incident has occurred, the Insurer will be exempt of any obligation.

## Claim incidents

In the case of a claim incident, the insured must immediately notify the incident to the insurance company through its representative in Portugal, Mondial Assistance Portugal; if the claim incident involves assistance-repatriation, the insured should call this telephone number in Portugal: + <u>351 21 001 42 36</u> (24 hour, 365-day assistance), indicating where the insured party is, their phone number and the type of assistance needed.

If the claim incident were related to any other type of guarantee (luggage, cancellation or Civil Liability) the insured party should call + 351 21 001 42 37.

The insured will not receive reimbursement or indemnity compensation of any kind for services not requested during the course of the trip or which have not been organized by The Insurer, or the Service Provider.

#### Other insurers

The insured party must in all cases, at the time of subscription or during the period of guarantee, provide the Insurer with details of the guarantees covering the same risks they have purchased from other insurers. In case of plurality of insurance policys, the present contract will only function in case of inexistence, nullity, inefficacy, or insufficiency of previous policys.

#### Liability

The Insurer will not be liable for the delay or failure to provide the guaranteed services in cases where the delay or failure in providing them is a result of:

Strikes Explosions Revolts Popular riots Restriction of free movement Sabotage Civil or International war, whether or not officially declared.



# Subrogation

The Insurer subrogates itself to the insured's rights and actions against all natural and legal persons who are responsible for the events and have motivated their intervention, up to the total costs of the services provided. When the claims made in the execution of the present contract are covered in their entirety or partially by the insurance company, Social Security or any other body or person, the Insurer will be subrogated to the rights and actions of the insured against said company or body. To this effect, the insured shall cooperate with the Insurer, providing any assistance or document that may be deemed necessary. In any case, the Insurer will have the right to use or request from the insured the reimbursement of the travel ticket that the insured has not used, when the return trip costs have been borne by the Insurer.

## Recovery

The Insurer may recover from the insured the costs of any indemnity payments which it has had to make as a result of a direct action of the third party or his/her rightful claimants, provided there is proof that the damage was a result of wilful deceit from the insured.

The Insurer may equally claim damages from the insured incurred as a result of the cases and situations specified in this policy, and demand the reimbursement of the indemnity amounts it has had to pay to third parties for incidents not covered by the insurance policy.

# Termination of the contract

If during the validity of the insurance policy, the insurable interest were to disappear, the insurance policy will be terminated from that moment, and The Insurer has the right to keep the unused premium.

# Limitation periods

The actions derived from this contract prescribe in the stipulated legal periods, from the day the cause of action arises.



# Procedures for resolving disputes between the parties

# 1. - Before the Insurer

The persons legitimated by virtue of this insurance contract, may present any claims they deem justified, in writing, to Mondial Assistance Portugal, Rua Quinta da Fonte, Edifício Bartolomeu Dias, 2774-535 Paço de Arcos.

# 2. - Before the Portuguese Insurance Institute

The persons with legitimacy for it will be able to present its claims to the Institute of Insurances of Portugal.

# 3. - By arbitration

Both parties agree to put the resolution of any conflict that may arise from this policy in the hands of arbitrators, in accordance with the law in force.

# 4. - Before a court of law.

If any of the parties should decide to exercise their actions before a Judicial Court, the competent one will be the within the area of residence of the insured.

# Applicable legislation

The present contract will be regulated by the policy stipulations not forbidden by the law, and in its absence, by the disposals of the Commercial Code (articles 425<sup>o</sup> and foreseen), as well as the respective legislation, and subsidiary civil legislation.

The freedom to provide services, will be regulated by DL nº 94-B/98, dated 17th of April



# Special Conditions Section I CANCELATION AND INTERRUPTION GUARANTEE

# **ARTICLE ONE. COVERAGE DESCRIPTION**

- If the insured person, due to serious illness, serious physical accident or death of the insured, their spouse or registered partner, ascendants or descendants, brothers, sisters. (Brothers in law, sisters in law, sons in law, daughters in law, father in law or mother in law.), is obligated to interrupt ou cancel a journey already paid totally or partially, the insurer trought the assistance services will reimburse the expenses of transportation and hotel accommodation to the limit established in the board bellow.

About the expenses of transportation, the insured is obligated to take measures necessary to be reimbursed totally or partially, reporting to the insurer trough the assistance services the non recovered expenses.

# For this, is considered:

Death of the insured, their spouse or registered partner, ascendants or descendants, brothers, sisters. (Brothers in law, sisters in law, sons in law, daughters in law, father in law or mother in law.)

*Death or serious accident*: on foreign countries with the insured, that keeps him of finish the journey (to be confirmated by the medical services of the insurer).

**Serious illness:** is here understood as an alteration of the person's health confirmed by a medical professional requiring hospitalisation or confinement to bed, and which renders the start of the journey on the original date medically impossible, or implies risk of death for any of the aforementioned members of the insured party's family.

**Serious accident**: is here understood as unintentional bodily harm caused to the insured by an unforeseen event with an external cause and which, according to a medical doctor requires hospitalisation or confinement to bed, and makes it impossible for the insured to start the arranged trip on the planned date or entails risk of death for any of the aforementioned family members of the insured party.



Is considered serious illness or accident what takes more then two days of hospitalar care.

*Job dismissal:* under no circumstance will this guarantee be applicable in case of expiry of work contract, voluntary resignation, or failure to pass the test period by the insured or his spouse.

**Serious damages:** Destruction of main residence or working place of the insurer or his spouse, if it takes place until 30 days before travelling (damages superior to 50% of the building) and if it happens after acquiring the ticket.

In all cases it is an essential requirement for the insurance policy to be active at the moment of confirmation of the trip booking.

# **COMPENSATION LIMIT - CALCULATION OF THE COMPENSATION**

The maximum limit for compensation will be **1.000.00** € per person (deductible: 10% of the ticket's value) and will be calculated on the basis of the damage suffered by the insured in accordance with the contractual agreements established by the travel organiser (including airport taxes). The maximum accumulated compensation is fixed at **10,000.00** € per event.



# Section II ASSISTANCE GUARANTEE

# **ARTICLE ONE. COVERAGE DESCRIPTION**

#### Hospital Expenses

The insurer will pay or reimburse hospitalar expenses if caused or occurred during a trip out of the home/residence country of the insured.

Either case, payments and reimburses of medical expenses will only happen after intervention of social services or any other corporation obligated to pay assistance, and about whom the insured is obligated to inform the insurer.

The amount guaranteed in assistance and hospitalar expenses is of 15.000,00€.

#### Medical expenses

THE INSURER will bear the costs of payment or reimbursement for medical, surgical, pharmaceutical and hospital expenses generated -that is, caused and incurred- during a trip outside the country of habitual residence and/or the country of nationality of the insured.

In any case, these medical expenses will be borne after the intervention of Social Security or any other body obliged to provide assistance, of whose existence and details the insured must notify and inform the insurer.

The SERVICE PROVIDER will bear any emergency dental treatment costs generated -that is, caused and occurred- during the travel, up to a limit of 1.250,00 €.



# **ARTICLE TWO. GENERAL EXCLUSIONS**

Any Situation framed in protection of health.

Any complain made one year after the accident date.

Any happening caused by:

- ✓ Nausea, illness or pathologies frequently had, mental or physical pathologies that gradually are getting worst.
- Travel of the insured in a airplane (except as a passenger in a aviation company legally hable to fly),
- ✓ Suicide of the insured, self-inflicted injuries or risks taken proposly (excep if risks are taken to save another life);
- ✓ Drougs effects (except one that are procribed by a Doctor, but only if it's not for treating drought addiction).
- ✓ Direct or indirect usage of alcool or inflammable products
- ✓ Usage of 2 wells veicles, except if the driver haves a licence to that purpose and if all the insured use an helmet.
- ✓ Risk activities or winter sports that the insured participate, except if it's mentioned in the last guarantee in the particular conditions of this policy.



# Section III

LUGGAGE refers to objects of personal use necessary during the course of travel.

# **ARTICLE ONE. COVERAGE DESCRIPTION**

The insurer will pay up to a limit of 500€, robbery, loss or destruction of personal belongings of the insured (sport equipment not included) during his trip. The highest amount per object is 150.00€. The limit paid for luggage delay is 200€.

Is established per trip a total amount of 500.00€ as maximum capital per event.

# The insurer should decide if:

- ✓ Your personal belongings should be repaired
- ✓ Replace your personal belongings for equivalent
- ✓ The amount paid will be deducted for usage

# ARTICLE TWO. GENERAL EXCLUSIONS

More then an object that have been robbed, lost or destroyed, even if is a part of another.

#### Damage to:

- ✓ Sport equipment if was being used, fragile articles, computers, audio equipment, video, fax, television and phone.
- ✓ Loss or destruction due to Clime, usage, loss of value or insects
- ✓ Costs of replacement or fixing of tees
- ✓ More then one cellular per insured.
- ✓ Loss, robbery or damage to:
- ✓ Items that you can prove you bought
- ✓ Film, cassettes, computer games, electronic games, mini-discs. DVD's, discs and cartridges.
- ✓ Personal belongings with a value superior to 140.00€ that were left inside a vehicle.
- ✓ Personal belongings that ruined, bottles or packages of board, or any damage caused by this items or their refill.
- ✓ Valuable articles left inside a vehicle.



- ✓ Valuable articles transported in bags, luggage compartment, or other type of bags for luggage, unless if they were during all time with the insured.
- ✓ Valuable articles unless they were placed in the insured or locked in a hotel or room hotel safe house that the insured is using during the trip.
- ✓ Contact Lents unless the are robbed or burned during a fire
- ✓ Titles, shares, guarantees or documents of any kind
- Personal belongings inside a vehicle, unless they are with the insured, kept inside the room that is used during the trip, or, that are out of sign or that are looked inside the luggage compartment ( if its not on sight and the vehicle is locked). The valuable articles are excluded.
- ✓ Personal money
- ✓ Working equipment
- ✓ Passports

# ARTICLE THREE. CLAIM INCIDENTS

- ✓ In case of robbery, the insured should report it on the same day of the incident to the police authorities nearest to the place of the crime.
- ✓ In case of total or partial destruction during transport with a passenger public transport company, the insured must present the documentation provided by the transport company.
- ✓ In case of loss during transport with a passenger public transport company, the insured must present a certificate confirming the facts, issued by the transport company.
- ✓ In all cases, the insured must:
  - Take all the possible measures to limit the consequences of the claim incident. Notify the insurer through the SERVICE PROVIDER, within SEVEN days: (after which, damages may be claimed by THE INSURER for failure to notify).
  - Fill in the questionnaire received. The insured must provide all proof that may be requested of the existence and value of the insured objects at the time of the incident.
  - The insured must attach the following documents justifying his/her claim to his/her statement:
  - The insurance contract.
  - Original copy of police report file.
  - Certificate detailing the damages or losses, issued by the transport company.
  - Original copies of purchase receipts of the stolen, damaged or lost objects.
  - Repair invoices or certificate of irreparability.
  - Detailed list and valuation of stolen, lost or damaged objects.



- He/she should specify the guarantees contracted with other insurance companies covering the same risk.
- Obligations of the insured in case of the stolen or lost objects being found or recovered
- The insured must notify THE INSURER in writing the moment he/she has knowledge of this fact.
- If THE INSURER has not yet paid the insured, the latter must take possession of the objects. THE INSURER will only bear the expenses for possible damages and partial losses, provided they are covered by the policy.
- If the INSURER has paid the insured, the latter can either choose to forsake the objects, which will remain in power of THE INSURER, or to keep them, returning the compensation received to THE INSURER, subtracting the amount corresponding to damage or partial loss. Should the insured fail to notify THE INSURER or his/her choice within fifteen days, THE INSURER will assume the insured has opted for forsaking the objects.



# SECTION IV PERSONAL ACCIDENTS

# **ARTICLE 1º - COVERAGE DESCRIPTION**

The insurer will reimburse in case of accident during the journey hired, the benefetiary legally established or the insured person for the following amounts discriminated.

# <u>Death</u>

Secured Amount of 50.000.00€ Death of minors of 14 years is not covered.

# TOTAL AND PERMANENT DISABILITY

## Secured Amount 50.000.00€

In case of total and permanent disability stated by a medical report, and delivered after less then one year after the accident, the insured has the right to receive a compensation calculated regarding to the insured capital of the percentage of permanent disability established in the Devaluation board in attach 1, deducted from the excess on the behalf of the insured.

This coverage is valid to events previously signed and integrated in the price of the package of that trip that occurred during the period of this policy, out of normal residency.

# **ARTICLE TWO – EXCLUSIONS**

- ✓ Any Situation framed in safeguard of health
- ✓ Any complain made 1 year after the accident
- $\checkmark$  Any happening caused by:
  - Nausea, illness or pathologies frequently had, mental or physical pathologies that gradually are getting worst.
  - Travel of the insured in a airplane (except as a passenger in a aviation company legally hable to fly),
  - Suicide of the insured, self-inflicted injuries or risks taken proposly (excep if risks are taken to save another life);



- Drougs effects (except one that are procribed by a Doctor, but only if it's not for treating drought addiction).
- Direct or indirect usage of alcool or inflammable products
- Usage of 2 wells veicles, except if the driver haves a licence to that purpose and if all the insured use an helmet.
- Risk activities or winter sports that the insured participate, except if it's mentioned in the last guarantee in the particular conditions of this policy.
- The insurer won't reimburse more then one cover from the same damage.

# SAFEGUARD OF HEALTH

This policy excludes any pre-existing pathologies that required treatment or medical consultations within the period of 6 months before acquiring this policy.

This policy excludes any pre-existing pathologies medically confirmed as terminal.

Also excludes trips with purpose of medical treatments.

# ARTICLE THREE – CLAIMS

**3.1** In case of accident, the insured should notice immediately the insurer.

3.2 The insured should follow the procedures bellow:

Present a writing letter describing the circumstances of the accident, with photos or videos if possible.

Present clinical evidences described by the doctor that followed the insured treatment, if confirming the extent of injury and prescribed treatment, including registers of admission and relive in hospital unit.

Present personal data from witnesses and written declarations of these witnesses.

Present a certified copy of death registration, if that's the case.

For this coverage of personal accident, is applicable an excess of 10% to the insured, in case of permanent disability, per claim.