

HOME MULTIRISK INSURANCE POLICY

GENERAL CONDITIONS

PRELIMINARY CLAUSE

1. Seguradoras Unidas, S.A., hereinafter the Insurer, and the Policyholder identified in the Schedule have executed an insurance contract which shall be governed by these General Conditions and by the Schedule, and also by the Special Conditions if subscribed.
2. The specifications of this Contract are provided in the Schedule that contains, among other data, the identification of the parties and of their place of residence, information about the Insured, information about the representatives of the Insurer in the event of a claim, the determination of the premium or the formula for the calculation thereof.
3. Regarding the insured property (fraction or set of autonomous fractions of the building held in horizontal ownership and common parts thereof), the contract specifies:
 - a) the type, the construction material and the condition of the building, as well as the location thereof, including its name and street number,
 - b) the purpose and usage,
 - c) the nature and the usage of the adjacent buildings, whenever these circumstances may influence the risk.
4. The Special Conditions provide for specific covers in the General Conditions herein or the cover of other risks and/or guarantees beyond those provided in the General Conditions which must be specifically identified in the Schedule.
5. Beyond the Conditions provided in the previous paragraphs, that constitute the Policy, this Contract also includes concrete and objective publicity messages that contradict the clauses of the policy, except if the latter are more favourable to the Policyholder, to the Insured or to the Beneficiary.
6. The provision in paragraph 5 above will not be applicable to publicity messages that have ceased to be issued over more than one year from the execution of the contract, or when the very messages determine a period of validity and the contract has been executed outside said period.

CHAPTER I

Definitions, Purpose and Guarantees of the Contract

Clause 1 - Definitions

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

- a) **POLICY:** The set of the Conditions identified in the previous Clause which formalise the insurance contract that is executed,
- b) **GENERAL CONDITIONS:** The set of Clauses that define and regulate the general and common undertakings inherent to an insurance branch or type,
- c) **SPECIAL CONDITIONS:** The clauses that seek to clarify, complete or specify the provisions contained in the General Conditions,
- d) **SCHEDULE:** The document containing the provisions that are individual and specific to each Contract and that make it different from any other,
- e) **ADDENDUM:** The document containing an amendment to the Policy,
- f) **INSURER:** The entity legally entitled to operate the compulsory fire insurance, who subscribes this Contract,
- g) **POLICYHOLDER:** The person or entity who executes the Contract with the Insurer and who is responsible for paying the premium,
- h) **INSURED:** The person or entity that owns the interest insured,
- i) **BENEFICIARY:** The person or entity that receives benefits from the Insurer within the scope of the cover provided in the contract,

- j) **HOUSEHOLD:** The set of persons formed by the Insured, his/her spouse or person living with him/her under common law marriage, his/her/their descendents (up to 25 years old, including adopted, or placed under their tutelage or care) and his/her/their ascendants living with them,
- k) **INSURED PROPERTY:** The movable and immovable assets, hereinafter defined, provided for in the Schedule,
- l) **INSURED BUILDING:** The building or fraction thereof held in horizontal ownership, used exclusively for dwelling purposes, in which are included:
 - Outer and inner walls, partition walls and roof,
 - Patios, terraces, balconies, fencing walls and gates,
 - Enhancements belonging to the building owner,
 - Movable assets materially linked to the building in a permanent manner, such as: kitchen furniture and built-in wardrobes, bathroom ceramics, doors and windows, heating and air conditioning systems, surveillance and alarm systems, solar panels and antennae,
 - The proportional part of the common spaces of the insured building ascribed to the owner thereof, if it is a fraction held in horizontal ownership, including garages and storerooms, where appropriate.

When provided in the respective insurance proposal, the concept of Insured Building may also include:

- Garages, private wine cellars and annexes built in the area of influence next to the building,

- Pools and tennis courts,
 - Sidewalks, outer paths and garden areas,
- m) **MAIN ROOMS:** Any room of a house, namely bedrooms, living-rooms, dining-rooms, game-rooms, libraries, offices and so on, except the kitchen, pantries, bathrooms, corridors, entrance halls, storerooms and the attic.

For purposes of this Contract, if some of the main rooms have an area above 40 sq. m., the counting thereof will be made in multiples of 40 sq. m. where one division with an area of up to 40 sq. m. shall correspond to one (1) room, one division with an area of up to 80 sq. m. shall correspond to two (2) rooms, and so on,

- n) **GROSS CONSTRUCTION AREA:** The built-up area in square metres multiplied by the number of insured floors, including basements and attics,
- o) **INSURED MOVEABLE PROPERTY:** Property of the Insured that make the contents of a home, where these can be classified as Home Contents, Valuables or also as Jewellery and Precious Objects, as defined below.

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

- Motor vehicles, RVs, trailers, planes and motor vessels and parts thereof and accessories included therein,
 - Movable assets materially linked to the immovable property in a permanent manner,
 - Property held for professional or business purposes,
 - Cash – in national or foreign currency, cheques, bills, securities, postal orders, shares and bonds,
- p) **HOME CONTENTS:** Property and objects commonly used in a home (except Valuables and Jewellery and Precious Objects) namely: non built-in furniture and wardrobes, private label appliances, decoration objects, carpets, clothes and personal objects,
- q) **VALUABLES:** Objects that, although not classified as Jewellery or as Precious Objects, are of a nature or value – objectively verifiable, that makes them an increased risk, namely artworks, paintings and sculptures, winter clothing or fur coats, weapons, audiovisual or computing equipment, registered brand watches, collections of any kind, or antiques, rare items or museum-type items,
- r) **JEWELLERY AND PRECIOUS OBJECTS:** Items that, regardless of their monetary value, include precious or semi-precious gems or metals, namely necklaces, rings, earrings, gold and silver cutlery, silver plates, lighters, pens, frames or watches/clocks, including those of a unit value over EUR 1,000.00, regardless of their composition,
- s) **FIRE:** An accidental combustion, producing flames and self-propagating, occurring outside a normal source of fire, even if said source was the origin of the fire,
- t) **MECHANICAL ACTION OF LIGHTNING:** An atmospheric discharge occurring between a cloud and the ground, consisting of one or several electrical impulses that give the phenomenon a characteristic luminosity (lightning) and causing permanent mechanical deformation to the insured goods,
- u) **EXPLOSION:** A sudden and violent action of pressure or depression of gas or vapour,
- v) **CLAIM:** The partial or full occurrence of the event that triggers the risk cover provided for in the contract,
- w) **DEDUCTIBLE:** The value of the settlement of the claim provided for in the insurance contract which is not payable by the Insurer.

Clause 2 – Object and Guarantees of the Contract

1. **The purpose of this Contract is to insure the buildings held in horizontal ownership, including the autonomous fractions and the common spaces thereof, specified in the policy, against the fire risk, even if there has been negligence on the part of the Insured or of a person for whom s/he is liable.**
2. **Apart from the cover regarding the damage provided in paragraph 1, this Contract also guarantees damage caused to the insured property in consequence of the means used to extinguish fire, as well as damage caused by heat, smoke, vapour or explosion immediately after the fire and also removals or destructions ordered by a competent authority or with the purpose of salvaging pursuant to the occurrence of fire or any of the facts described above.**
3. **Except where otherwise provided for, this Contract also guarantees damage caused by mechanical action of lightning, explosion or other kind of similar accidental events, even if they do not cause a fire.**
4. **On an optional basis, this insurance Contract may also guarantee:**
 - a) **Property not included in paragraph 1 of this Clause regarding the risks of Fire, Mechanical Action of Lightning and Explosion, under the provisions in the previous paragraphs,**
 - b) **Other risks besides the above-mentioned ones, under the terms of the Special Conditions and the Schedule of the Policy.**

Clause 3 – Exclusions

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

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

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

- i) **Loss profit or similar loss of income,**
 - j) **Loss, theft or robbery of insured assets carried out during or after any other covered event.**
2. **Exclusions applicable to the other covers and to the fire cover itself when subscribed as an optional insurance.**
- 2.1 **This contract does not guarantee, within the scope of the other covers and of the fire cover itself, when subscribed as an optional insurance under the terms of paragraph 4 of Clause 2, any loss or damage directly or indirectly arising from:**
- a) **War (be it declared or not), invasion, acts by a foreign enemy, hostilities or warlike operations, civil war, insurrection, rebellion or revolution, as well as any accidents caused by explosive or incendiary devices,**
 - b) **Acts of terrorism and/or sabotage, as provided in the Portuguese criminal legislation in force,**
 - c) **Military uprising or an act of military power, either legitimate or usurped,**
 - d) **Confiscation, requisition, destruction of or damage to the insured property caused by an order of the Government or of any other regular authority, except if carried out for the purpose of salvaging in respect of a risk covered by the contract,**
 - e) **Explosion, the release of heat or radiation caused by the scission of atoms or by radioactivity, and stemming from radiation caused by the artificial acceleration of particles,**
 - f) **The repair, removal, use of or exposure to asbestos and its derivatives, notwithstanding the existence of another reason that may have concurred in causing the damage,**
 - g) **Pollution or contamination of any nature,**
 - h) **Deliberate actions or omissions by the Insured or by persons for whom s/he is publicly liable, with the objective of causing damage,**
 - i) **Accidents resulting from the Insured being in a state of intoxication, dementia, alcoholism or under the influence of drugs,**
 - j) **Theft, robbery or loss of insured assets carried out during or after any other event covered by the contract,**
 - k) **Action of light or heat in insured pictures or paintings,**
 - l) **The estimated value or the depreciation of a collection as a result of loosing one of its units,**
 - m) **Indirect losses such as loss of profit or loss of income.**
- 2.2 **The following damage is also excluded from the guarantee:**
- a) **In recognisably fragile constructions (such as of wood or plastic plates), or in constructions where so-called resistant construction materials are not predominantly present in at least 50 per cent, or in buildings which are in a poor state of repair at the time of the event, or also any objects within said buildings or constructions,**
 - b) **Occurring in illegal buildings, defined as any buildings not previously legalised by**

the competent authorities, when the event or the worsening of the consequences thereof is ascribable to that fact,

- c) **Resulting from repair, improvement or reconstruction works to the insured building or on the place where the insured assets are kept, as well as damage caused to adjacent or adjoining buildings, except if this situation is previously communicated to and accepted by the Insurer.**

2.3 **Except where otherwise agreed in the Schedule, the contract will not cover any loss or damage directly or indirectly arising from:**

- a) **Industrial action and labour disturbances or acts of vandalism, even if they produce a damage eventually guaranteed by another cover,**
- b) **The direct effects of electrical current in devices, electrical installations and in the accessories thereof, namely excessive voltage or overcurrent, including the effects produced by atmospheric electricity such as lightning and short-circuits even when fire results from them,**
- c) **Fire resulting from seismic phenomena, earthquakes, volcanic eruptions, seaquakes or underground fire.**

2.4 **The contract will not guarantee any other risks provided for in the Special Conditions not expressly agreed by the Policyholder and specified in the Schedule.**

- 3. **Whenever the cover supplied by this policy implies the violation on any embargoes or financial or economic sanctions issued by the European Union, by the United Nations Security Council, by the OFAC (Office of Foreign Assets Control) or by the HM Treasury, the cover will be deemed null and void, and shall be of no effect.**

In addition to the provisions in the previous paragraph, in accordance with national and international standards and good business practices, the Insurer reserves the right not to perform any operations on a policy that is or is suspected to be related to the practice of crimes of money laundering and/or financing of terrorism.

CHAPTER II

Initial and Incidental Risk Statement

Clause 4 – Duty to Make the Initial Risk Statement

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

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

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

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

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

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

- a) The Insurer will cover the claim in the proportion of the difference between the premium paid and the premium that would otherwise be payable at the time of execution of the contract if the omitted or misstated fact had been known,
- b) Having demonstrated that in no circumstance the contract would have been executed if the omitted or misstated fact was known to the Insurer, the claim will not be covered and the Insurer's sole obligation will be to return the premium.

Clause 7 – Risk Increase

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

Clause 8 – Claim and Risk Increase

1. If, before the cancellation or the change of the contract as provided in Clause 7, a claim arises, the verification or consequence of which is influenced by the increased risk, the Insurer will be entitled:
 - a) Either to cover the risk and provide the benefits/compensation, provided the increased risk was correctly and timely communicated before the occurrence of the claim or before the end of the period provided in paragraph 1 of Clause 7, or
 - b) To partially cover the risk and reduce the benefits/compensation in a proportion equal to the difference between the premium effectively received and the premium that would otherwise be due in respect of the actual risk, if the risk increase was not correctly and timely communicated before the occurrence of the claim, or
 - c) To refuse cover in the event of fraudulent behaviour on the part of the Policyholder or of the Insured with the purpose of securing an advantage. In this case, the Insurer will retain the right to receive the premiums due.
2. In the situation provided in paragraph 1 a) and b), if the risk increase is ascribable to the Policyholder or to the Insured, the Insurer will not be required to pay the benefit if the Insurer demonstrates that in no circumstance the Insurer executes contracts with the characteristics resulting from that risk increase.

Payment and Changes to Premiums**Clause 9 – Maturity of Premiums**

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

Clause 10 – Cover

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

Clause 11 – Notice of Payment of Premiums

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

Clause 12 – Lack of Payment of Premiums

1. Failure to pay the initial premium or the first instalment thereof on the date it becomes due will determine the immediate cancellation of the contract, effective on the date of execution thereof.
2. The lack of payment of the premium of subsequent annuities or of the first instalment thereof on the date it becomes due will preclude the prorogation of the contract.
3. The lack of payment will determine the automatic cancellation of the contract on the due date of:
 - a) An instalment of the premium during the course of an annuity,
 - b) An additional premium resulting from a change to the contract based on a risk increase.
4. Failure to pay - up to due date, an additional premium resulting from a change to the contract will make the change ineffective and the contract will continue with the conditions that were in force before the change, unless said continuation proves impossible, a case in which the contract will be deemed to be terminated on the date the unpaid premium fell due.
5. Where the contract provides for the existence of protected rights in respect of Third Parties or of Mortgage Creditors, duly identified in the Schedule, in the case of failure to pay the premium the Insurer will be entitled to grant them the possibility of replacing the Policyholder in respect of said

payment, provided payment is made within a maximum period of thirty (30) days after becoming due and payable.

6. In the case provided in paragraph 5 above, the payment of the premium will reinstate the contract as per the initially agreed conditions, but no claim occurring between the due date and the date the premium was effectively paid will be settled.

Clause 13 – Alteration of the Premiums

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

CHAPTER IV

Commencement, Effectiveness, Duration and Contract termination**Clause 14 – Commencement and Effectiveness**

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

Clause 15 – Duration

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

Clause 16 – Contract termination

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

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

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

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

CHAPTER V

Main Benefit Provided by the Insurer

Clause 18 – Insured Amount

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

- a) **VALUE OF THE BUILDING: Reconstruction value at the date of the claim, taking into account as maximum limit the gross construction area and the number of Main Rooms, indicated by the Policyholder.**

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

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

The indication of values that are less than the actual values, either in terms of areas or of the number of rooms, by the Policyholder to the Insurer, may determine the application of the proportional rule in the event of a claim, without prejudice to the right of the Insurer to invoke the provisions in Clauses 5 and 6 in the event of relevant omissions or misstatements.

Where new improvements are brought to the insured building with an impact on the number of the main existing rooms, the Policyholder shall communicate such improvements to the Insurer.

Land values are not included in the insured amount of the Building,

- b) **VALUE OF THE INSURED MOVEABLE PROPERTY: The insured amount subscribed by the Policyholder and indicated in the Schedule of the Policy. The insured amount therein will be common to all insured moveable property, regardless of its nature, including the sub-limits of the compensations provided for Valuables and Jewellery and Precious Objects.**

3. **Whenever there are new purchases of goods or improvements, the Policyholder will be required to update the insured amount of the contract.**
4. **Where the cover of Seismic Phenomena is agreed in respect of either the insured amount of the Building or the insured amount of the moveable property, the Insured may take up a portion of the insured amount in accordance with a percentage agreed in the Schedule for the purpose.**
5. **OTHER INSURED AMOUNTS: Concerning the covers listed in the Special Conditions and to which the determination of insured amount of the contract does not apply, as defined in paragraph 1, the insured amounts will be the ones indicated in the Schedule.**

Clause 19 – Update of the Insured Amount

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

Clause 20 – Insufficient or Excessive Insured Amount

1. **Except as agreed otherwise, if – at the time of the claim, the value insured under this Contract is less than the one determined as provided for in Clause 18 above, the Insurer will be liable only in that proportion, and the Policyholder or the Insured will be liable for the remaining portion of the loss, as if s/he was the Insurer, except if the difference is equal to or lower than 15%.**
2. Upon the extension/renewal of the contract, the Insurer will inform the Policyholder of the provisions contained in the preceding paragraph and in Clause 19, as well as of the insured value retained for compensation purposes in the event of total loss, and also about the criteria for the calculation thereof, under the penalty of not applying the proportional reduction provided in the preceding paragraph in accordance with the degree of non-compliance.
3. **Except where otherwise provided for, if the insured value under this Contract shall be - at the time of the claim, greater than the one calculated as provided for in paragraph 2 of Clause 18 in respect of the insured Building, the compensation payable by the Insurer will not be greater than the cost of reconstruction or than the cadastral value as provided in said paragraphs.**
4. In the case provided for in the preceding paragraph, the Policyholder or the Insured may always request the reduction of the contract which - where both parties are acting in good faith, shall determine the reimbursement of the excessive premiums paid during the two years preceding the reduction request, after the deduction of the proportionally calculated acquisition costs.
5. Where different assets are insured for separately designated values and amounts, the provisions in the above paragraphs shall apply to each individually, as if they were covered under different insurances.

Clause 21 – Multiple Insurance Policies

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

Companies, by choice of the Insured, within the limits of the respective obligation.

CHAPTER VI

Obligations and Rights of the Parties

Clause 22 – Obligations of the Policyholder and of the Insured

1. In case of an event giving rise to a claim covered by this Contract, the Policyholder or the Insured undertake as follows:
 - a) **To report such claim to the Insurer, in writing, as early as possible and never later than eight (8) days from the occurrence thereof, or from the date they become aware of such occurrence, providing clarifications about the circumstances, the probable causes and the consequences of the claim,**
 - b) To make their best efforts to prevent or to circumscribe the consequences of the claim, which include, within reasonable terms, the non-removal or alteration, or the non-approval of removal or alteration, of any vestige of the event giving rise to a claim without the previous agreement of the Insurer, that is, the safekeeping and conservation of salvage,
 - c) To provide any information that the Insurer may require regarding the claim and the consequences thereof,
 - d) Not to hinder the subrogation right by the Insurer in the rights of the Insured against the third party responsible for the claim, resulting from the cover of the claim by the Insurer,
 - e) To comply with all safety provisions under the law, legal regulations or Clauses of this Contract.
2. The Policyholder or the Insured also undertake:
 - a) Not to voluntarily aggravate the consequences of the claim, or intentionally hinder the salvaging of the insured assets,
 - b) Not to subtract, deny access to, hide or sell salvage,
 - c) Not to impede, hinder or not provide cooperation to the Insurer whilst the causes of the claim are being verified, or regarding the conservation, improvement and sale of salvage,
 - d) Not to exaggerate in bad faith the amount of the damage or indicate assets that were not damaged by the claim,
 - e) Not to resort to fraud, simulation, false statements or any other fraudulent means, as well as false documents to justify the claim,
 - f) Not to agree or pay any non-judicial indemnification, enter into compromises or advance the payment of any amount in the name of the Insurer,
 - g) As soon as possible, to file a complaint to the competent authorities about theft or robbery of which they were victims, providing the Insurer with the respective supporting document, in case the theft and robbery insurance has been subscribed,
 - h) To notify the Insurer, within the following 48 hours, of the recovery of the stolen or robbed property, in case the theft and robbery insurance has been subscribed.
3. Non-compliance with the provision in subparagraphs a) to c) of paragraph 1 will determine (except as provided in paragraph 4 below):
 - a) The decrease in the benefit paid by the Insurer taking into account the loss said non-compliance may cause,
 - b) The loss of cover in the event of fraud causing a significant loss to the Insurer.

4. **In case of non-compliance with the provisions in paragraph 1 a) and c), the penalty provided in the above paragraph will not be applicable if the Insurer becomes aware of the claim by other means during the eight-day (8) period provided therein, or if the person obliged to report the claim reasonably proves that the s/he could not have made said communication at an earlier time.**
5. Non-compliance with the provisions in paragraphs 1 and 2 will determine the liability by the non-compliant for losses and damage.

Clause 23 – Obligation of the Insurer to Pay for Expenses Incurred for Removing and Mitigating the Claim

1. The Insurer will pay to the Policyholder or to the Insured any expenses incurred for complying with the duty provided for in paragraph 1 b) of the preceding Clause, provided said expenses are reasonable and commensurate and even if the means used prove to be inefficient.
2. The expenses referred to in the above provision shall be paid by the Insurer before the claim settlement date, when requested by the Policyholder or by the Insured, provided said reimbursement is not precluded by the circumstances and provided that the claim is covered by the insurance.
3. The value owed by the Insurer under paragraph 1 is deducted from the amount of the available insured value, except if it corresponds to expenses made in compliance with actual instructions given by the Insurer or if the autonomous cover thereof is provided under the contract.
4. In case of an insurance made for a value that is less than the value of the insured interest at the time of the claim, the payment to be made by the Insurer according to paragraph 1 will be reduced in the proportion of the interest covered and of the interests at risk, unless the expenses payable arise from compliance with actual instructions given by the Insurer or if the autonomous cover thereof is provided under the contract.
5. **The disbursement of expenses for the removal and mitigation of the claim, made with the prior agreement of the Insurer, shall not be construed as recognition of liability for the claim on the part of the Insurer.**

Clause 24 – Inspection of the Place of the Risk

1. The Insurer will be entitled to have an accredited and appointed representative inspect the insured assets and check if the contractual obligations were complied with. Any information requested to the Policyholder or to the Insured must be provided.
2. In case the Policyholder or the Insured or their representatives should refuse, without good reason, to authorise the Insurer to carry out the above procedures, the Insurer shall be entitled to cancel the contract for a just cause as provided for in Clause 16.

Clause 25 – Obligations of the Insurer

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

Insurer, interest at the statutory rate is due respectively regarding the amount of the compensation or the average costs at market value of the repair/reconstruction.

CHAPTER VII

Processing of the Compensation or of the Repair/Reconstruction

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

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

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

Clause 27 - Payment of Compensation

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

Clause 28 - Automatic Reduction of the Insured Amount

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

Clause 29 - Subrogation

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

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

Clause 30 - Property Held in Usufruct

The insurance of property held in usufruct is deemed to be for the common benefit of the owner and of the holder of the usufruct, even if it was taken up by each of them separately.

Except if otherwise provided for in the Schedule, it will be deemed that both parties contributed to pay the premium.

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

Clause 31 - Mortgage Holders/Third Parties with Protected Rights

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

CHAPTER VIII

Sundry Provisions

Clause 32 - Intervention of an Insurance Intermediary

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

Clause 33 - Co-insurance

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

Clause 34 - Communications and Notices between the Parties

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

contract and such communications will be considered as having been made if delivered to the address indicated in the policy.

Clause 35 - **Territorial Scope**

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

Clause 36 - **Applicable Legislation and Arbitration**

1. The Contract will be governed by Portuguese Law.

2. Any complaints in respect of this Contract may be submitted to the Branches of the Insurer or through the Internet at www.tranquilidade.pt, as well as to *Autoridade de Supervisão de Seguros e Fundos de Pensões* (www.asf.com.pt).
3. Any disputes arising from or in connection with this Contract may be submitted to a court of arbiters, as provided for in the Law.

Clause 37 - **Venue**

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

SCHEDULE

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

INDEXED UPDATE OF INSURED AMOUNTS

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

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

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

CONVENTION ON THE UPDATE OF INSURED AMOUNTS

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

STANDARD CO-INSURANCE CLAUSE

1. It is hereby established that this Contract is executed under Co-Insurance, meaning that the risk is underwritten by two or more insurance companies, called the Co-Insurers, one of which is the "leader", but not acting *in solidum*, under a single insurance Contract, with equal guarantees and periods and for a global premium.
2. This Contract comes under a single Policy, issued by the leader, and signed by all Co-Insurers, indicating the share or the percentage of the insured value that each Co-Insurer underwrites.
3. The leader will manage the Contract on its behalf and on the behalf of the Co-Insurers, and it will be responsible for the following:
 - a) Receive the statement of the risk to be insured from the Policyholder as well as any subsequent statements indicating the increase or the decrease of that risk,
 - b) Review the risk and determine the conditions of the cover and the price thereof,
 - c) Issue the Policy, notwithstanding the fact that it may have to be signed by the other Co-Insurers,

- d) **Collect premiums and issue the correspondent receipts,**
 - e) **In case of failure to pay a premium or a fraction thereof, perform the actions provided for in Legal Framework of Insurance Contracts,**
 - f) **Receive claims and settle them,**
 - g) **Accept and propose the termination of the Contract.**
4. **The claims arising under this contract may be settled in any of the following manners, to be expressly provided for in the Schedule of the policy:**
- a) **The leader will settle the entire claim on its behalf and on the behalf of the other co-insurers,**
 - b) **Each co-insurer will settle the portion of the claim corresponding to the share of the risk it guarantees or to the percentage of the insured amount covered.**
5. **The leader may be held liable unto the other Co-Insurers for losses arising from the failure to comply with the above functions, such facts not to cause a prejudice to the Insured.**

FUEL IN A PRIVATE GARAGE

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

BUTANE AND/OR PROPANE GAS

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

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

SPECIAL CONDITIONS

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

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

PERSONAL INJURIES

Clause 1 - **Scope of Cover**

1. This Special Condition guarantees the payment of compensation, in case of **Death or Total Permanent Disability of the Insured or of a member of his/her household**, in consequence of fire or physical violence perpetrated by any person intervening in the robbery committed at the place of the risk.
2. **This cover shall operate only in the event and provided that death or disability shall occur immediately after the incident or within ninety (90) days from the occurrence that caused them in a direct and unequivocal manner.**

Clause 2 - **Compensation**

1. The limit of the compensation guaranteed under this cover is set forth in the Schedule.
2. The compensations in case of death and total permanent disability are not cumulative. Hence, if the Insured Person dies, the compensation for Permanent Disability will be subtracted to the compensation for Death that has already been awarded or paid.
3. In lack of designation, the beneficiaries are the respective legal heirs.

Clause 3 – **Situations of Total Permanent Disability**

For the purpose of the provision in Clause 1 of this Special Condition, Total Permanent Disability shall be deemed to exist upon the occurrence of one of the situations indicated below:

- a) Total loss of sight in both eyes,
- b) Total loss of the use of both legs or arms,
- c) Total incurable insanity,
- d) Total loss of both hands or feet,
- e) Total loss of an arm and a leg or of a hand and a leg,
- f) Total loss of an arm and a foot or of a hand and a foot,
- g) Hemiplegia or complete paraplegia.

STRIKERS' ACTION

Single Clause - **Scope of Cover**

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

ACTS OF VANDALISM

Clause 1 - **Scope of Cover**

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

Clause 2 – **Exclusions**

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

- a) **Acts of terrorism, as defined in the Portuguese criminal legislation in force,**
- b) **Acts of sabotage, as defined in the Portuguese criminal legislation in force,**
- c) **Any losses or damage arising from demonstrations organised and specifically called to protest against any persons or institutions, as well as against the existing social and political order,**
- d) **Any losses or damage deliberately caused to the insured goods through the use of explosives, missiles or of any other type of military weaponry.**

SUBSIDENCE OF GROUND

Clause 1 - **Scope of Cover**

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

Clause 2 - **Exclusions**

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

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

- e) **Caused by settlement or compacting of the grounds on which the insured goods lie,**
- f) **Caused by the saturation of the ground as a result of rain fall, namely cracks on inner and outer walls or the subsidence of pavements.**

COLLISION OR IMPACT BY LAND VEHICLES OR ANIMALS

Clause 1 - **Scope of the Cover**

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

Clause 2 - **Exclusions**

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

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

DAMAGE OF AN AESTHETICAL NATURE

Single Clause - **Scope of Cover**

1. This Special Condition guarantees **Damage of an Aesthetical Nature** withstood by the insured building.
2. This cover guarantees, as a consequence of Fire, Lightning, Explosion, Flooding, Storms, Subsidence of Ground or Water Damage, the payment of expenses required to replace property or any portions thereof, but not directly affected by the claim, for the purpose of bringing said property in line with the visual appearance, texture, colour, format or size of repaired or replaced goods.
3. This guarantee only covers the repair or the replacement, for reasons of an aesthetical nature, of goods not affected by the occurrence situated in the section of the building that underwent the damage covered by the contract or, if the entire building is insured, the part of the insured building that has been affected.
4. The scope of this guarantee does not include the replacement of bathroom ceramics that have not been damaged.

DAMAGE TO THE PROPERTY OF EMPLOYEES

Clause 1 - **Scope of Cover**

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

Clause 2 - **Exclusions**

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

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

DAMAGE TO THE PROPERTY OF THE LANDLORD

Single Clause - **Scope of Cover**

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

DAMAGE TO THE BUILDING ARISING FROM THEFT OR ROBBERY

Clause 1 - **Scope of the Cover**

1. This Special Condition guarantees **Damage caused to the Insured Building arising from Theft or Robbery.**
2. The guarantee covers the payment of expenses for repairing or replacing the damaged goods which are an integral part of the insured building.

Clause 2 - **Definitions**

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

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

Clause 3 - **Exclusions**

Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, any damage caused to movable property will not be guaranteed.

WATER DAMAGE

Clause 1 - **Scope of Cover**

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

Clause 2 - Exclusions

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

- a) **To movable goods kept under open air,**
- b) **Caused by taps left open, except in cases of lack of water supply,**
- c) **Caused by infiltrations through walls or ceilings, or by dampness or condensation, except if it is a damage resulting from this cover,**
- d) **Resulting from the search for or repair of ruptures or clogging, except when the expenses are required to repair the insured building,**
- e) **Contractually ascribable to third parties in their capacities of supplier, plumber and/or builder.**

SMOKE OR HEAT DAMAGE

Clause 1 - Scope of the Cover

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

Clause 2 - Exclusions

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

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

DEMOLITION AND REMOVAL OF DEBRIS

Clause 1 - Scope of Cover

1. This Special Condition guarantees the **Demolition and Removal of Debris**.
2. This guarantee covers the payment, up to the amount provided for in the Schedule, of the expenses incurred with the demolition and removal of debris caused by an event covered by this Policy.

Clause 2 - Exclusions

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

ACCIDENTAL SPILLAGE OF OIL

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

DETERIORATION OF REFRIGERATED OR FROZEN GOODS

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

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

ELECTRONIC EQUIPMENT

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

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

Clause 3 - Compensation Limits

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

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

3. **If the equipment is repairable, the Insurer shall be liable for the costs necessary to restore the machine or equipment to the same conditions it was in immediately before the claim, plus any assembly and disassembly and freight charges.**

If the repair costs are equal to or higher than the compensation limits provided for in paragraphs 1 and 2 above, the compensation payable by the Insurer shall be calculated under the terms provided for therein.

SEISMIC PHENOMENA

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

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

Clause 3 - Subrogation

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

Clause 4 - Deductible

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

THEFT OR ROBBERY

Clause 1 - Scope of Cover

1. This Special Condition guarantees the **Theft or Robbery** of the insured goods, as described below.
2. The guarantee covers loss or damage resulting from theft or robbery (actual or attempted) committed within the place or places of risk, including garages and storerooms if duly closed, in any of the following circumstances:
 - a) Break-in, housebreaking and false keys,
 - b) When the author or authors of the crime furtively enter the premises or hide therein with the intent of theft,
 - c) When the author or authors of the crime resort to violence against the persons living at the place of risk or use threats against their physical integrity or in any manner making them unable to resist.
3. This guarantee also covers damage to the building containing the insured objects, as well as any losses resulting from the theft or robbery, actual or attempted.

Clause 2 - Definitions

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

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

Clause 3 - Exclusions

1. **Without prejudice to the exclusions provided in the General Conditions applicable to this cover, the following situations will not be guaranteed:**
 - a) **Inexplicable disappearance or loss,**
 - b) **Pilfering of any kind, theft or robbery committed by members of the family of the Insured or by persons connected to the Insured as partners or employees,**

- c) **Theft of movable goods in gardens, patios, verandas or annexes not fully enclosed or in places of common access by several people,**
 - d) **Theft or robbery of valuables, namely cash – in national or foreign currency, cheques, bills, securities, postal orders, shares and bonds.**
2. **Theft or robbery of special items, namely Jewellery and Precious Objects and Valuables, according to the General Conditions, kept in annexes or storerooms outside the home, will also not be guaranteed.**

TECHNICIANS' FEES

Clause 1 - **Scope of Cover**

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

Clause 2 - **Exclusions**

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

- a) **The claim affecting the insured building is not guaranteed under this policy,**
- b) **These are in respect of works or services for the preparation or for the foundation of claims and/or estimates of losses and damages to be submitted to the Insurer.**

FLOODING

Clause 1 - **Scope of Cover**

1. This Special Condition guarantees damage to the insured goods directly caused by **Flooding**.
2. The guarantee covers flooding damage caused to the insured goods by:
 - a) Water spout or torrential rain,
 - b) Bursting of ducts, drains, dykes or dams,
 - c) Flash floods or overspill of natural or artificial waterbeds or rivers.
3. The damage occurring during 48 hours after the insured goods sustained the first damage will be considered as a single claim.

Clause 2 - **Exclusions**

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

- a) **Caused by the action of the sea and other marine surfaces,**
- b) **To movable goods kept under open air,**
- c) **In protection devices (such as shutters and closed balconies), walls, enclosures, doors, external blinds, however, these will be covered if accompanied by the total or partial destruction of the building containing the insured goods,**

TEMPORARY MOVE

Clause 1 - **Scope of the Cover**

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

Clause 2 - **Exclusions**

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

LOSS OF RENT

Single Clause - **Scope of Cover**

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

SEARCH, REPAIR AND REINSTATEMENT BECAUSE OF FAULTS

Single Clause - **Scope of Cover**

1. This Special Condition covers damage to the insured goods directly caused by the **Search, Repair and Reinstatement because of Faults**.
2. Provided that the building is insured and that there is the possibility of occurring a situation giving rise to a claim in respect of the Water Damage cover, this guarantee covers the expenses disbursed by the Insured to search for and repair ruptures or clogging in the internal water distribution and drainage network, as well as to reinstate the building to its former conditions, up to the limit provided in the Schedule for the purpose.

TEMPORARY DEPRIVATION OF USE OF THE RENTED OR OCCUPIED PREMISES

Single Clause - Scope of Cover

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

BREAKAGE OF BATHROOM CERAMICS

Clause 1 - Scope of Cover

1. This Special Condition covers damage arising from **Breakage of Bathroom Ceramics**.
2. This cover guarantees damage directly caused by the accidental breakage of bathroom ceramics at the place of the risk, when these are object of the insurance and owned by the Insured.

Clause 2 - Exclusions

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

- a) **Not resulting from breakage or fracture,**
- b) **Caused directly or indirectly by a source of heat,**
- c) **Arising from a defect in the product or of its placement,**
- d) **Caused to insured goods not placed on an adequate support.**

BREAKAGE OF GLASS, MIRRORS AND MARBLE SLABS

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

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

BREAKAGE OR FALL OF ANTENNAE

Clause 1 - Scope of Cover

1. This Special Condition covers the damage to the insured goods as a direct result of **Breakage or Fall of Antennae**.
2. This guarantee covers the damage caused by the accidental breakage or fall of external antennae for the reception of image and sound (TV, Radio and Parabolic), as well as of their masts and securing elements, including damage to the installation itself.

Clause 2 - Exclusions

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

BREAKAGE OR FALL OF SOLAR PANELS

Clause 1 - Scope of Cover

1. This Special Condition covers the damage to the insured goods as a direct result of **Breakage or Fall of Solar Panels**.
2. This guarantee covers damage caused by the accidental breakage or fall of solar panels for the reception of energy, installed for the use of the Insured, including damage to the installation itself.

Clause 2 - Exclusions

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

FALL OF AIRCRAFT

Single Clause - Scope of Cover

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

RECONSTITUTION OF DOCUMENTS

Clause 1 - Scope of Cover

1. This Special Condition guarantees the **Reconstitution of Documents**, as described below.
2. This guarantee covers damage resulting from the occurrence of any claim covered by this Contract to the following goods:
 - a) Manuscripts, plans and projects,
 - b) Accounting books and other official documents, including the seals thereof,
 - c) Computer support and other means of storing information.

Clause 2 - Compensation

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

REMAKING OF GARDENS

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

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

Clause 3 - Compensation

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

LIABILITY OF THE INSURED AND FAMILY

Clause 1 - Scope of Cover

1. This Special Condition guarantees the **non-contractual Liability** of the Insured in the course of his/her private life.

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

Clause 2 - Exclusions

1. **Without prejudice to the exclusions provided in the General Conditions applicable to this cover, damages arising from the following situations will not be guaranteed:**
 - a) **Professional public liability,**
 - b) **Criminal responsibility and damage arising from the commission of a crime,**
 - c) **Use or ownership of any kind of aquatic vehicle, aircraft or ground vehicle, except bicycles with no engine when used in private or public spaces not subject to the Road Code,**
 - d) **Practice of recreational hunting and fishing, even if as an amateur, and all other sports activities when practised in competition,**
 - e) **Exercise of any professional, commercial, industrial, school or political activity, or of a function or activity in associations or organisations of any kind, even if not remunerated,**
 - f) **Hunting,**
 - g) **Explosion caused by handling, use, storage or simple possession of materials destined to be used as explosives,**
 - h) **Use, possession or ownership of fire arms, even if recreational,**
 - i) **Manifest and proven lack of maintenance of any building owned by the Insured,**
 - j) **Pipe rupture or taps left open,**
 - k) **Ownership or possession of house pets that, under the legal provisions in force, should be guaranteed by a compulsory public liability insurance,**
 - l) **Ownership or possession of so-called "guard dogs", such as Boxers, Bulldogs, Dobermans, Alsatians, Mastiffs, German Shepherds or Estrela Mountain Dogs, amongst others,**
 - m) **Animals used or temporarily retained with an aim for profit.**
2. **Under this cover, the following situations will not be guaranteed:**
 - a) **Damage caused to objects or animals under the keep or rented by the Insured, entrusted to the Insured for transportation, handling or use,**
 - b) **Damaged sustained by persons whose liability is guaranteed, as well as by those who maintain a professional relationship with the Insured,**
 - c) **Fines of any nature and the pecuniary consequences of criminal suits or of bad faith litigation,**
 - d) **Deliberate or reckless acts performed by the persons whose liability is guaranteed, or performed in a state of deliberately acquired unconsciousness.**

PUBLIC LIABILITY - POOLS

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

- a) **Stemming from alteration or repair works in the insured pool,**
- b) **Caused by lack of cleaning or adequate water treatment,**
- c) **Damage/injuries withstood by the Insured or by members of his/her household.**

PUBLIC LIABILITY - LANDLORD OR TENANT/OCCUPANT

Clause 1 - Scope of Cover

1. This Special Condition guarantees the Non-contractual **Public Liability** of the Insured in the capacity of **Landlord or Tenant/Occupant**.
2. This guarantee covers, up to the maximum limit of the insured amount indicated in the Schedule, the property and non-property damage directly arising from bodily injury or material loss caused to third parties as a consequence of the ownership of the insured building, as well as arising from his/her capacity as a tenant or occupant of the place of risk.

Clause 2 - Exclusions

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

- a) **Situations arising from an industrial, commercial or professional activity performed within the building,**
- b) **Damage/injuries withstood by the Insured or by members of his/her household.**

ELECTRICAL RISKS

Clause 1 - Scope of Cover

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

Clause 2 - Exclusions

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

- a) **Caused to fuses, heating resistances, lamps of any nature, cathode tubes of electrical components,**
- b) **Due to normal wear and tear or to any mechanical deficiency,**
- c) **Covered by supplier, manufacturer or installer warranties,**
- d) **Caused to power frames and transformers of over 500 kWh and to engines over 10 HP,**
- e) **Caused to bearings, gears, axis and other components of the device/equipment non susceptible of being affected by electrical hazards, as well as the expenses for repairing/replacing them,**
- f) **Damages to machines or equipment that have been purchased or used for more than 10 years.**

Clause 3 - Compensation Limits

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

Type of equipment	Maximum limit
White Line (Home Appliances)	15 years
Brown Line (Audiovisual Equipment, TV, Video, Photography)	8 years
Grey Line (Computer Equipment)	5 years

3. **If the machines or equipment are repairable, the Insurer shall be liable for the costs necessary to restore the machine or equipment to the same conditions it was in immediately before the claim, plus any assembly and disassembly and freight charges.**

If the repair costs are equal to or higher than the compensation limits provided for in paragraphs 1 and 2 above, the compensation payable by the Insurer shall be calculated under the terms provided for therein.

THEFT AGAINST THE PERSON

Clause 1 - Scope of Cover

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

the Insurer with a supporting document regarding such action.

4. This cover is valid in Continental Portugal and in the autonomous regions of Azores and Madeira.

Clause 2 – **Guaranteed Assets**

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

STORMS

Clause 1 - **Scope of Cover**

1. This Special Condition guarantees damage to the insured goods directly caused by **Storms**.
2. The guarantee covers damage caused by:
 - a) Hurricanes, cyclones, tornadoes and the direct action of strong winds or the impact of objects projected by them (where their violence destroys or damages several buildings of sound construction, or objects or trees within a radius of 5 km around the insured goods).

Buildings of sound construction will be deemed to be those whose structure, outer walls and cover are built in accordance with the regulations in force at the time of construction, using materials which are wind-resistant, namely reinforced concrete, masonry and ceramic tiles.
 - b) Flooding by the fall of rain, snow or hail, provided that said atmospheric agents enter the building as a result of damage caused by the hazards provided in a), and provided that said damage occur within 48 hours of the partial destruction of the building.
3. The damage occurring during 48 hours after the insured goods sustained the first damage will be considered as a single claim.

Clause 2 - **Exclusions**

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

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

VEHICLES IN GARAGES

Clause 1 - **Scope of Cover**

1. This Special Condition guarantees damage to **Vehicles in Garages**.

2. Provided the building is insured, the guarantee provides for the extension of the cover to motorcars, motorcycles and bicycles kept in a garage of or adjacent to the building or fraction thereof containing the insured assets, provided that said garage is built in non-flammable materials and equipped with a door and a lock.
3. The insured vehicles must be described and valued in the Schedule, and the compensation payable in case of a claim will be determined accordingly to the commercial value of the vehicle at the date of the event giving rise to a claim.

Clause 2 - **Exclusions**

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

LEGAL PROTECTION

Clause 1 - **Scope of Cover**

1. This Special Condition guarantees **Legal Protection** to the Insured and his/her family Household.
2. This cover guarantees the expenses with legal assistance under the terms, conditions and limits hereinafter defined:
 - a) In case of judicial or administrative proceedings brought against the Insured or his/her family Household,
 - b) In case of judicial or administrative proceedings that the Insured or a member of his/her family Household may intend to bring against third parties and whose probability of success is recognised by the Insurer, notwithstanding the provisions in Clause 8 of this Special Condition,
 - c) In arbitration proceedings, according to the Arbitration Law,
 - d) In any kind of conflict of interests between the Insured and the Insurer.
3. Where there are several Insured, they will not be considered third parties in respect of each other for the purposes of this cover.

Clause 2 – **Covered Expenses**

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

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

Clause 3 - **Exclusions**

1. **Without prejudice to the exclusions provided for in the General Conditions applicable to this cover, the following expenses will not be guaranteed:**
 - a) **The amounts that the Insured is condemned to pay either for a legal claim and the interest associated therewith, or as compensation payable to the opposing party for legal and proceedings costs, with the exception of court costs,**

- b) **Fines, penalties, taxes or fees of a fiscal nature, courts costs in criminal proceedings (except for those due by the civil party in criminal proceedings) and any costs of a criminal nature,**
 - c) **Lawyers and solicitors' fees in respect of consultations or interventions prior to notice being given to the Insured, or the bringing by the Insured of a legal suit or the initiation of administrative proceedings,**
 - d) **Lawyers and solicitors' fees and the court costs regarding other proceedings brought by the Insured, without prejudice to Clause 8 of this Special Condition.**
2. **The following situations are also not guaranteed:**
- a) **Proceedings regarding the main or secondary professional activity of the Insured, as well as proceedings arising from his/her economic activities,**
 - b) **Proceedings under the Tenancy Legislation if the Insured intervenes in the capacity of owner or holder of the usufruct of income buildings,**
 - c) **Suits bringing into question the public liability of the Insured, provided the Insured holds valid insurance of that nature or, in cases of compulsory insurance, even if said insurance has not been subscribed. Notwithstanding the above, this cover guarantees legal suits brought by the Insured against the Insurer of the Public Liability contract in the case of difficulties or disagreements arising in respect of this insurance,**
 - d) **Suits arising from differences between persons who are Insured under this Contract or involving their liability in cases of fraud, deliberate action or serious fault,**
 - e) **Proceedings to which family law and inheritance law are applicable,**
 - f) **Proceedings concerning the administration of civil or commercial companies and of associations of any nature.**
3. **Besides the exclusions referred to in the previous paragraphs, this contract does not guarantee any form of intervention in proceedings directly or indirectly resulting from:**
- a) **Events caused by nuclear power, genetic alterations, radiation or radioactive contamination,**
 - b) **War, civil war, invasion, acts by a foreign enemy, rebellion, revolution, insurrection, act of usurped military power, confiscation, nationalisation, requisition, destruction caused by the Government or by an order thereof, or of any other regular authority,**
 - c) **Strikes, labour and public disturbances and riots,**
 - d) **Involvement in acts of terrorism and/or sabotage, as provided in the Portuguese criminal legislation in force,**
 - e) **Involvement in acts of vandalism.**
4. **In the cases referred to in paragraph 2 c) of Clause 3, where the value of the suit is greater than the limit guaranteed under the public liability insurance (or than the minimum legal limit in case the compulsory insurance has not been subscribed), this cover guarantees compensation for the proportional portion of the insured expenses corresponding to that excessive value.**

Clause 4 – Territorial Scope

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

Clause 5 – Free Choice of Lawyer or Solicitor

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

Clause 6 – Conducting the Suit

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

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

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

Clause 8 – Conflict of Interests

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

Clause 9 – Heirs' Rights

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

Clause 10 – Assignment of Rights

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

Clause 11 – Insured Amount

1. The insured amount for this cover is indicated in the Schedule.
2. The liability of the Insurer, per claim and per annuity, is limited to the insured amount. Therefore, the lawyer and/or solicitor's fees together cannot exceed 50 per cent of said amount.

3. The liability of the Insurer regarding the bails provided in Clause 2 d) is limited to 50 per cent of the value thereof and to 20 per cent of the insured amount.

Clause 12 – **Compensations**

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

IMPORTANT REMARK:

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

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

ASSISTANCE

Clause 1 – **Definitions**

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

ASSISTANCE SERVICE: The entity that organises and provides, for the account of the Insurer, in a fast and efficient manner, the guarantees afforded by this Policy, either of a pecuniary nature or as provision of services.

Clause 2 - **Scope of Cover**

This Special Condition covers the following guarantees:

1. **Main Covers**

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

a) **Provision of professionals**

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

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

24 Hour Services

Plumbers, Electricians, Locksmiths, Glaziers, Air Conditioning Technicians.

Day Services

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

b) **Delay in the Arrival of the Technician (Home Assistance)**

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

1. If the time elapsed between making the request, under the terms of the previous subparagraph,

and the arrival of the professional to the insured home is longer than 2 hours, the Assistance Service shall provide compensation to the Policyholder in the amount of EUR 20.00 per each 15-minute period of delay counted from the 121st minute up to the maximum of EUR 200.00 per occurrence.

2. In order to enjoy this guarantee, the Insured Person must express his/her dissatisfaction with the delay of the professional and request said compensation to the Assistance Service according to one of the following conditions:

- Up to 4 hours, in Lisbon or Oporto, after the 1st call to the Assistance Service, even if the professional has already arrived,
- Up to 6 hours, anywhere else in Portuguese territory, after the 1st call to the Assistance Service, even if the professional has already arrived.

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

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

c) **Hotel and transportation expenses**

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

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

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

d) **Transportation of furniture**

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

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

e) **Laundry and restaurant expenses**

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

f) **Safekeeping of objects Urgent protection of the dwelling**

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

g) **Early return because of an event in the place of residence rendering it uninhabitable**

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

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

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

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

h) **Legal support in case of theft or robbery**

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

i) **Replacement of video equipment and television set**

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

j) **Transmission of urgent messages**

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

2. **Additional Covers**

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

a) **Dispatch of IT technicians**

- i. The Assistance Service guarantees travel costs to the insured home incurred by professionals specialised in the installation of computer components and applications, as well as in troubleshooting concerning the performance and configuration of computers and networks,

- ii. The cost of the first visit, per policy annuity, shall be borne by the Assistance Service, and any further visits shall be borne by the Insured Person.

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

b) **Assistance to Pets**

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

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

Definitions:

Insured pet: a dog or a cat, declared to the Assistance Service by the Insured, residing at the insured home, aged between 4 weeks and 10 years, in favour of which the subscribed guarantees must be provided,

Owner of the insured pet: the person who claims to hold the legitimate ownership of the insured pet and identifies him/herself as such to the Assistance Service, or his/her spouse or person living with him/her under common law marriage,

Insured home: building or autonomous fraction thereof declared to the Insurer by the Policyholder,

Claim or emergency: the partial or full occurrence of the event, of an unforeseeable nature, that triggers the covers provided in this special condition. The event or series of events arising from the same cause shall be considered as a single claim.

Covered situations:

1. **Payment of medical, surgical, pharmaceutical and hospitalisation costs of the Insured Pet**

If, due to an accident or sudden and unforeseeable illness, occurred during the period of validity of the policy, the Insured Pet requires medical, surgical, pharmaceutical or hospital assistance, the Assistance Service shall bear up to the established limits:

- i. Costs and fees of the veterinarian,
- ii. Costs with medication prescribed by the veterinarian,
- iii. Hospitalisation costs.

In case the Insured Pet has to be hospitalised, its Owner must report it to the Assistance Service on the very day or no later than 24 hours thereafter.

This guarantee has a grace period of twelve (12) months.

2. **Sending of a veterinarian to the insured home**

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

3. **Emergency transport of the Insured Pet**

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

4. **Bath and grooming**

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

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

This service must be requested 48 hours in advance.

5. **Cremation costs of the Insured Pet**

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

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

6. **Accommodation for the Insured Pet**

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

7. **Arrangement of Appointments**

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

Exclusions:

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

- **Claims that have occurred before the commencement of the policy, even if its consequences have extended beyond said date,**
- **Claims occurred outside the period of validity of the contract and outside the covered geographic area,**
- **Claims, and their consequences, caused by criminal actions, malicious intent, actual suicide or self-inflicted injuries, by the Policyholder and/or the Insured or the Insured Persons,**
- **Damages/injuries sustained by the Policyholder and/or the Insured or the Insured Persons as a consequence of dementia, abuse of alcohol and of non-prescribed drugs or narcotic substances,**
- **Claims occurred as a consequence of dogfights, including bets and trainings related therewith,**
- **Claims, and their consequences, caused by criminal actions or malicious intent on the part of the Owner of the Insured Pet,**
- **Damages/injuries sustained or caused by the Insured Pet as a consequence of dementia, abuse of alcohol and of non-**

prescribed drugs or narcotic substances by the Owner of the Insured Pet,

- **Cases of infectious/contagious illness which may constitute a public health danger,**
- **Injuries arising from ill-treatment endured by the Insured Pet inflicted by its Owner,**
- **Chronic or pre-existing illnesses, psychiatric disorders and relapses of previously diagnosed illnesses,**
- **Claims occurred during or as a consequence of professional, high risk or hunting activities,**
- **Rescue operations,**
- **The sending of a veterinarian to the insured home if, after veterinary advice, it is required that the Insured Pet be examined at a clinic or if it must be hospitalised,**
- **Cremation costs where the claim is reported to the Assistance Service after 24 hours have elapsed since the death of the Insured Pet,**
- **Procedures with the purpose of fertilising, sterilising or castrating the Insured Pet,**
- **Non-urgent surgical procedures, or any other kind of aesthetic procedure or teeth scaling,**
- **Physical therapy and labour costs,**
- **Funeral ceremonies, except for the cremation costs provided for in paragraph 5, if covered,**
- **Routine appointments and vaccination costs,**
- **Pets that become evidently dangerous when transported,**
- **Illnesses arising from failure to comply with the officially established vaccination programmes, including, among others, distemper, rabies, hepatitis, leptospirosis, parvovirus, coryza, feline leukaemia and feline panleukopenia.**

c) **Information**

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

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

d) **Other expenses, childcare and night delivery of pharmaceuticals**

At the request of any of the Insured Persons, the Insurer:

- Will bear the costs of a professional nurse, in the event of a medically verified illness on the part of the Insured Persons requiring their laying in bed,
- Will select and bear the costs of a childcare professional to take care of children under 14 years old,
- Will bear the costs of the sending of prescribed pharmaceuticals (from 08:00 p.m. to 08:00 a.m.) to the home of the Insured Person, who will bear the cost thereof,

- Will bear the costs of transportation by adequate means to the nearest hospital in case the Insured Person needs to be hospitalised by medical prescription.

e) **Early return in case of hospitalisation or death of a relative**

In case one of the Insured Persons needs to interrupt a trip because of hospitalisation or death of another Insured Person, the Insurer will guarantee transportation to said location, providing the Insured Person with a first class train ticket or with a business class air ticket (if the train travel shall be in excess of 5 hours), from the place where s/he is to the Insured Home.

f) **Recovery of vehicle or continuation of stay**

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

g) **Replacement of lock**

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

h) **Arrangement of a vehicle for moving**

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

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

3. **Medical Sanitary Assistance Covers**

a) **Provision of a physician at home**

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

b) **Ambulance transportation**

In case of emergency, the Insurer will organise and bear the costs of transportation of the Insured Person on an ambulance, from his/her home to the closest first-aid post or emergency room.

c) **Sending of pharmaceuticals to the home**

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

d) **Information about late-night/24-hour pharmacies**

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

4. **Complementary Covers**

a) **Information about documentation**

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

b) **Postal information**

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

c) **Information about public entities**

The Insurer will provide addresses and telephone numbers of public entities in Portugal.

d) **Sending of flowers to Europe**

The Insurer will provide the sending of flowers to Europe within the limits established in the Assistance Schedule.

e) **Reservation of tickets to shows**

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

f) **Assistance to house pets**

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

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

g) **Information about gardeners**

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

h) **Information about pool technicians**

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

i) **Information about alarm technicians**

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

j) **Installation of parabolic antennae**

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

k) **Information about artwork appraisers**

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

l) **Easylife**

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

• **Easy Home:**

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

- Shoe repairing,
- **Easy Auto:**
 - Carwash,
 - Rent-a-car,
 - Delivery and collection of vehicles to be repaired,
- **Easy Health:**
 - Home assistance with housework,
 - Provision of care to the elderly,
 - Home delivery of medication,
- **Easy Express:**
 - Collection and delivery of documents and orders,
 - Delivery of forgotten objects,
 - Delivery of gifts,
 - Legalisation of documents.

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

Clause 3 - Manners of Use

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

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

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

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

Clause 4 – Request for Services

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

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

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

Clause 5 – Duration

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

The covers regarding each Insured Person will also expire when s/he reaches the age of 75.

Clause 6 - Territorial Scope

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

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

Clause 7 – Reimbursement of Transportation not Used

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

Clause 8 – Complementarity

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

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

ASSISTANCE SCHEDULE

(Maximum amounts per claim and annuity)

Covers	Home Assistance	VIP Home Assistance
Main Covers		
Provision of professionals	Unlimited	Unlimited
Delay in the arrival of the technician		
- Per each 15-minute period of delay (from the 121 st minute)	20 €	20 €
- Maximum compensation amount	200 €	200 €
Hotel and transportation expenses	250 €	400 €
Transportation of furniture	250 €	400 €
Laundry and restaurant expenses	250 €	400 €
Safekeeping of objects (Urgent protection of the dwelling)	48-Hour Surveillance	48-Hour Surveillance
Early return because of an event in the place of residence rendering it uninhabitable	Transportation expenses equivalent to a first class train ticket or a business class air ticket (if the train travel shall be in excess of 5 hours) Territorial scope: Anywhere in the world	
Legal support in case of theft or robbery	Unlimited	Unlimited
Replacement of video equipment and television set	15 days	15 days
Transmission of urgent messages	Unlimited	Unlimited
Additional Covers		
Dispatch of IT technicians	1 occurrence per annuity (1)	1 occurrence per annuity (1)
Assistance to pets		
- Payment of medical, pharmaceutical and hospitalisation costs (2)	Max: 300 €	Max: 300 €
- Sending of a veterinarian to the insured home (travel costs)	Unlimited	Unlimited
- Emergency transport of the Insured Pet		
- Transport	Unlimited	Unlimited
- Limit of uses	Max: 2 uses/annuity	Max: 2 uses/annuity
- Bath and grooming	1 bath/grooming/ annuity	1 bath/grooming/ annuity
- Cremation costs of the Insured Pet	1 occurrence/annuity	1 occurrence/annuity
- Accommodation of the Insured Pet at a kennel or cattery	1 day/annuity Max:15 €	1 day/annuity Max:15 €
- Arrangement of appointments	Unlimited	Unlimited
Information	Unlimited	Unlimited
Assistance expenses with nursing	72-Hour Assistance	72-Hour Assistance
Provision of childcare	72-Hour Assistance	72-Hour Assistance
Night delivery of pharmaceuticals	Unlimited	Unlimited
Early return in case of hospitalisation or death of a relative	Transportation expenses equivalent to a first class train ticket or a business class air ticket (if the train travel shall be in excess of 5 hours) Territorial scope: Anywhere in the world	
Recovery of vehicle or continuation of stay	Transportation expenses equivalent to a first class train ticket or a business class air ticket (if the train travel shall be in excess of 5 hours)	

Covers	Home Assistance	VIP Home Assistance
Replacement of lock	50 €	100 €
Arrangement of a vehicle for moving (after a 12-month grace period)	600 €/annuity	600 €/annuity
Medical Sanitary Assistance Covers		
Provision of a physician at home	Unlimited	Unlimited
Ambulance transportation	Unlimited	Unlimited
Sending of pharmaceuticals to the home	Unlimited	Unlimited
Information about late-night/24-hour pharmacies	Unlimited	Unlimited
Complementary services		
Information about documentation	*****	Unlimited
Postal information	*****	Unlimited
Information about public entities	*****	Unlimited
Sending of flowers to Europe	*****	50 € per sending
Reservation of tickets to shows	*****	Unlimited
Assistance to house pets	*****	Unlimited
Information about gardeners	*****	Unlimited
Information about pool technicians	*****	Unlimited
Information about alarm technicians	*****	Unlimited
Installation of parabolic antennae	*****	Unlimited
Easy Life (3) - Easy Home Dispatch of professionals for small repairs and technical services, house cleaning, laundry, ironing, moving, dog walking, seam services, shoe repairing - Easy Auto Carwash, rent-a-car, delivery and collection of vehicles to be repaired - Easy Health Home assistance with housework, provision of care to the elderly, home delivery of medication - Easy Express Collection and delivery of documents and orders, delivery of forgotten objects, delivery of gifts, legalisation of documents	Unlimited Access (4)	Unlimited Access (4)

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

- (1) After the 1st visit, all further visits of technicians to the insured home shall be borne by the Insured Person.
- (2) Includes a 12-month grace period.
- (3) Some services may be limited to the areas of Greater Lisbon and Oporto.
- (4) The costs with these services are the responsibility of the Insured Person.

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Capital Social 182 000 000 € (realizado 84 000 000 €)
N.º único de Matricula CRC Lisboa NIPC 500 940 231

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