



Auto Assistance

GENERAL CONDITIONS
CG.951. AUTOAbbeygate.001.30/01/2023

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PRELIMINARY CLAUSE

Between RNA Seguros, SA headquartered at Alameda Fernão Lopes, 16, 6º, Miraflores – 1495-190 – Algés, legal person number 513 259 120 and hereinafter referred to as Insurer, and the Policyholder identified in the Specific Conditions, This insurance contract is hereby established, which is governed by the agreed General, General and Particular Conditions, in accordance with the statements contained in the proposal on which it was based and which forms an integral part of it, as well as the respective additional minutes.

This insurance contract is governed by Decree-Law No. 72/2008, of April 16, as well as by the corresponding rules of commercial law and civil law.

This contract is entered into freely and in good faith, governed by the following Clauses:

CHAPTER I - DEFINITIONS, PURPOSE AND GUARANTEES OF THE AGREEMENT**CLAUSE 1 – DEFINITIONS**

Insurer – RNA Seguros SA, entity that signs this contract, with the Policyholder, and assumes coverage of the risks that are the object of the same.

Policyholder – Person or entity that contracts with the Insurer, being responsible for paying the premiums.

Insured Person – The person(s) occupants of the vehicle and who is(are) subject to the risks that, under the agreed terms, are the object of the contract.

Accident – Any and all sudden and fortuitous events arising from the normal use of the insured vehicle that prevent you from continuing your journey and that cause the present guarantees to operate.

Policy – Document that entitles the contract entered into between the Policyholder and the Insurer, which contains the respective General Conditions, Particular Conditions and any Additional Minutes.

Additional Minutes – Document documenting the amendment of a Policy.

Breakdown – Any and all sudden and fortuitous events resulting from the normal use of the insured vehicle that prevents you from continuing your journey and that causes the present guarantees to operate.

Special Conditions – Clauses that aim to clarify, complete, specify and delimit the scope of application provided for in the General Conditions.

General conditions – Set of clauses that define and regulate generic and common obligations, inherent to a branch or type of insurance.

Particular conditions – Document where the specific and individual elements of each contract are found, which distinguish it from all others.

Reversal – Return to the Policyholder of a portion of the Premium already paid.

Deductible – Part of the risk (day value or percentage) which, in the event of an accident, is borne by the Insured Person and which is stipulated in these General Conditions or in the Particular Conditions; **Insured**

Person – The person in favor of whom the subscribed guarantees must be provided, in accordance with the Particular Conditions.

Premium – Amount paid by the Policyholder to the Insurer for contracting the insurance.

Proposal – Underwritten document or recording of statements made over the telephone, in which the candidate for Policyholder, or the Insured Person, when they are different, provides all

information necessary for risk assessment by the Insurer, confirms having taken note of all mandatory pre-contractual information and expressly consents to the conclusion of the contract.

Insured - Corresponds to the Insured Person, adhering to this contract and insurance.

Sinister – Event, or series of events, resulting from the same cause likely to make the coverage of the contract work.

Vehicle **User** – Corresponds to the driver of the vehicle at the time of the accident.

Insured vehicle – Light passenger, mixed or goods vehicle owned by the Insured, not exceeding 3.5 tons of gross weight, nor 10 years old.

CLAUSE 2 – OBJECT OF THE CONTRACT

This contract guarantees, within the terms and limits defined in the General and Particular Conditions, the provision of assistance and services defined in these General Conditions, up to the limit stipulated in the Particular Conditions.

CLAUSE 3 – CONTRACT GUARANTEES The

guarantees set forth in this contract, identified in the Specific Conditions of the Policy, may include, as a result of breakdown or accident:

a) VEHICLE ASSISTANCE:

1. Vehicle assistance in national territory

In the event of a breakdown or accident of the insured vehicle that prevents it from circulating by its own means and upon contact by the Policyholder or Insured Person, the Insurer, through the Assistance Services, will provide on-site and as soon as possible, the breakdown of the car.

Alternatively, and if it is not possible to have the vehicle broken down on site, the Insurer, through the Assistance Services, will bear the costs of towing or transporting the vehicle to the place designated by the Policyholder.

If the insured person has not requested the Assistance Services due to force majeure as a result of duly proven injuries to the insured person and/or occupant of the vehicle; demonstrated material impossibility of communication; clearing and unblocking of the public road by intervention of the Police Authorities, Brisa, Instituto de Estradas de Portugal or other entities with similar responsibilities, the Insurer will reimburse the costs of towing up to the limit established in the Specific Conditions.

2. Removal or extraction from the vehicle

The Insurer, through the Assistance Services, will also bear the expenses with the removal or extraction of the vehicle, up to the limit of the contracted capital, being understood by removal or extraction, all the work necessary for the replacement of the damaged vehicle on the road where the even circulated.

3. Transport or repatriation of the vehicle and collections

In the event of an accident or breakdown that causes the immobilization of the insured vehicle, without the possibility of circulating by its own means, and its repair in Portugal requires more than 6 hours or, abroad, it takes more than 3 days or more than 8 hours of manpower, the Insurer guarantees the repatriation of the insured vehicle to the insured person's home in Portugal or to the nearest branded workshop/dealership, indicated by him.

If the insured person prefers and the cost of transport is equal to or less than that of repatriation, the Insurer guarantees the costs of transporting the vehicle to the destination of the trip.

This Guarantee is also provided in the event of theft or theft of the insured vehicle, when it is recovered with a breakdown that prevents it from circulating by its own means and/or after the return or departure of the Insured Person and other Insured Persons who may drive.

If the amount of repatriation expenses exceeds the market value of the vehicle in Portugal, the Insurer is not obliged to repatriate the insured vehicle, only bearing the expenses of its legal abandonment, expressly requested by its owner.

Up to the limit defined in the Particular Conditions, the expenses with collecting the vehicle, related to the Special Conditions conferred by the previous numbers, are guaranteed.

4. Assistance to the vehicle in case of Theft or Theft

In the event of theft or robbery committed on the insured vehicle, the Insurer, through the Assistance Services, will bear the costs of towing or transporting the vehicle to the place designated by the Policyholder. **a)** Unless otherwise agreed, the sums insured are valid up to the limits set in the

Particular Conditions, and exclusively in Portugal.

5. Towing in case of theft or theft

When the stolen or stolen vehicle has been located by the police authorities and towed, on their initiative, from the place where it was found to a park under their supervision, the Insurer will reimburse the Insured for the expenses that he may incur arising from that fact, up to the limit defined in the Particular Conditions.

6. Transport, repatriation or continuation of travel of Insured Persons occupants of the accident, broken down, stolen or robbed vehicle

If the insured vehicle is immobilized for more than 6 hours in Portugal, or 3 hours abroad, the Insurer will organize and support the transport of the Insured Persons, occupants of the vehicle, to their homes or to the destination of the trip, to the limit defined in the Conditions
Individuals

If the vehicle is light, in the event of theft or theft of the vehicle, the Insurer is responsible, up to the capital limit provided for in the Particular Conditions, for renting a vehicle with a cylinder capacity and category similar to that of the insured vehicle, for a maximum period of 72 hours for the purpose of returning to residence or continuing the journey after the report has been made to the authorities and communicated to the Insurer.

When, in order to report to the authorities or for other justified reasons, it is not possible to ensure the exercise of the benefits provided for in this guarantee on the same day that the theft of the vehicle occurs, the Insured Persons will be entitled, cumulatively, to the defined benefits at point 8.

7. Hotel stay expenses awaiting vehicle repair

In the event that the insured vehicle cannot be repaired on the same day and its repair lasts longer than 2 days in Portugal or 5 days abroad, the Insurer will bear, up to the limits set in the particular conditions, the actual expenses of the stay of the Insured Persons at a hotel organized by the Insurer, while waiting for the repair. This guarantee cannot be activated simultaneously with the passenger transport guarantee.

8. Transport expenses in order to recover the insured vehicle

In the event that the accident or broken down vehicle has been repaired at the place of occurrence and the same vehicle repatriation or transport guarantee has not been used, or in the event that it has been stolen and subsequently found in good running and safe condition, the The Insurer will bear the costs of transport, by the most appropriate means, of the insured person driving the vehicle or the person indicated by him, in order to recover the same or, alternatively, the transport of the insured vehicle to the Insured's residence or to the nearest workshop. close to the location indicated by this.

9. Shipping of replacement parts

The Insurer will bear the costs of sending, by the most appropriate means, the parts necessary for the repair of the insured vehicle and for the safety of its occupants, provided that it is impossible to obtain them at the place of occurrence.

Only transport costs will be borne by the Insurer.

The insured person must directly settle the cost of the parts as well as any corresponding customs duties.

10. Wheel replacement in case of puncture or burst tire

In the event of a puncture or burst in one of the tires of the insured vehicle, the Assistance Service will organize its replacement with a spare tire that is already in the vehicle, bearing the respective travel and labor costs.

If replacement proves to be impossible, towing expenses will be covered to the nearest workshop, capable of repairing/replacing the tyre.

- a) Unless otherwise agreed, this coverage is guaranteed up to the limits set in the Specific Conditions, applicable only to light passenger vehicles and is valid exclusively in Portugal.

11. Missing or Changing Fuel

In the event of lack of fuel in the insured vehicle that prevents it from circulating by its own means and upon contact by the Policyholder or Insured Person, the Insurer, through the Assistance Services, will arrange on the spot and as soon as possible, the sending of fuel for the vehicle, the cost of which shall be borne by the Policyholder.

In the event of a Fuel Change and if it is not possible to make the necessary correction on site, the Insurer, through the Assistance Services, will bear the costs of towing or transporting the vehicle to the place designated by the Policyholder. a) Unless otherwise agreed, this coverage is guaranteed up to the limits set out in the

Particular Conditions and is valid exclusively in Portugal.

Loss, Theft or Disruption of vehicle keys / Keys locked in the 12. vehicle interior

- a) In the event of loss, theft or destruction of keys to the insured vehicle that prevent it from circulating by its own means and upon contact by the Policyholder or Insured Person, the Insurer, through the Assistance Services, will bear the costs of towing or transport from the vehicle to the place designated by the Policyholder. b) If the vehicle keys are locked inside the vehicle, making it impossible to open the door and consequently start the vehicle, the Insurer will bear, up to the limits set in the Specific Conditions, the costs of sending a professional to open the door. the door, with the insured person bearing the cost of replacing the keys, fixing the lock and other elements of the vehicle;
- c) As an alternative to what is defined in point b), the Insured may choose to send a first-aid (provided that technically possible and with the agreement of the insured person), in order to collect the vehicle at the base of the tugboat closest to the location where it is located (or to the Insured's residence, if the distance to it is equal to or less than the distance to the base of the tug), so that the vehicle is safe. The Insurer bears the costs related to travel to the emergency room, as well as the first two days of collecting the vehicle, up to the capital limit defined in the Specific Conditions;
- d) Unless otherwise agreed, this coverage is guaranteed up to the limits set out in the Particular Conditions, and is valid exclusively in Portugal.

13. Professional driver dispatch

In the event of an accident or sudden and unpredictable illness of the Insured Person, which results in incapacity to drive, duly confirmed by a doctor at the place of occurrence, or in the event of the driver's death, and provided that none of the other occupants can replace him, the Insurer will guarantee their transport to their home in Portugal or to the initially planned destination, provided that the latter expenses are not greater than the former.

This transport will be carried out using the insured vehicle, through a driver designated by the Insurer, being responsible for expenses exclusively related to that professional, such as accommodation, transport, food and fees.

14. Assistance for Pets in the event of an Auto Accident

Pets – Dogs and cats transported in the insured vehicle are considered pets.

When an accident occurs that gives rise to the activation of the guarantees for transport or medical repatriation of the wounded and sick or for the transport, repatriation or continuation of the journey of the occupants of the injured, broken down or stolen vehicle, the Insurer guarantees, up to the limit set in the Specific Conditions, the transport of pets on a trip in the insured vehicle to the Insured Person's home in Portugal, if requested by the Insured Person to the destination of the trip, provided that the latter costs do not exceed the first ones; This guarantee does not cover competition or hunting animals, nor the costs of acquiring cages in compliance with current health regulations;

The provisions of this number only apply to Light Passenger Vehicles in Portugal.

15. Sending Flowers

The Insurer, through the assistance services, will be responsible for organizing the sending of flowers to Portugal, with the cost of the flowers and the respective delivery being borne by the Insured.

16. Replacement vehicle in case of accident

In the event of an accident with the Insured Vehicle, which causes it to be immobilized and makes it impossible to circulate by its own means, the Insurer, through the Assistance Services, guarantees the Insured a replacement vehicle, light passenger, up to a maximum of 1,200 CC, during the repair period technically accepted or assigned in the expert report, up to the limit set in the Specific Conditions.

When a vehicle with the characteristics mentioned above is not available, the Assistance Service will provide a vehicle according to market availability. In this situation, and if the Insured Person does not agree with the option taken by the Assistance Service regarding the replacement vehicle made available, the Assistance Service will pay, for each day the vehicle is immobilized, up to the limit stipulated above, a value equivalent to what you would spend on renting a vehicle with identical characteristics to those defined, with a maximum daily limit of €25.00

This coverage is valid in Mainland Portugal and the Autonomous Regions of Madeira and the Azores, so the replacement vehicles to be made available will have limited circulation in Portuguese territory.

b) ASSISTANCE TO PEOPLE:

1. Medical, surgical, pharmaceutical and hospitalization expenses abroad

If, as a result of an accident or illness abroad, the Insured Person needs medical, surgical, pharmaceutical or hospital assistance, the Insurer, through the Assistance Services, will pay, up to the limit of the Capital contracted and expressed in the Particular Conditions and respective Certificate of Insurance, or refund upon prior agreement and justification: 1)

Medical and surgical expenses and fees; two)

Pharmaceutical expenses prescribed by a doctor;

3) Hospitalization expenses; 4)

Expenses with crutches;

When hospitalization occurs, the costs of communicating with the Insured Person or Companions with the Assistance services, the Insurer, with the Insured Person's doctor or with their spouse and ascendants and descendants in the first degree.

This coverage, in the case of countries adhering to the European Health Card or similar, operates in excess not guaranteed by the European Health Card or similar.

In case of surgical intervention, it is only guaranteed when it is urgent and cannot be postponed, and cannot wait for the Insured Person to return to their usual home.

It is the Insurer's responsibility, through its Assistance Services: a) The organization and direct settlement to Health Service Providers of all guaranteed clinical acts to be carried out up to the limit of the insured capital contracted and indicated in the Insurance Certificate, as well as reimburse expenses incurred by the Insured Person for which he has given express consent, or which without his express consent could not have been avoided or minimized.

B) Assist the injured party in coordinating additional means, namely in contacting other Insurers who may contribute to the payment of medical expenses, when the Capital Insurance indicated in the Insurance Certificate is exhausted and always in coordination with the Insured Person involved. ç)

Direct the claimant to the local national health service, when the claim occurs within the territorial spectrum of operation of the European health card or similar.

2. Accompaniment of the hospitalized insured person

If the Insured Person is hospitalized and his condition does not advise repatriation or immediate return, the Insurer, through the Assistance Services, will bear the costs of staying in a hotel, as well as the costs of repatriation, if it is not possible to use the means and title of transport initially foreseen, to a family member or person designated by them, as well as descendants and minors, companions on the insured trip and who are already at the location, to be with the Insured Person, up to the limit of the contracted capital and expressed in the Insurance Certificate.

3. Return ticket for a family member and respective stay

If the Insured Person's hospital stay exceeds 5 days and if it is not possible to activate the Hospitalized Insured Person's Accompaniment guarantee, the Insurer, through the Assistance Services, will bear the expenses to be incurred by a family member, with the round trip ticket train in 1st class or by plane in tourist class, to be with her, also being responsible for the expenses of stay, up to the limit of the contracted capital and expressed in the Insurance Certificate.

4. Expenses for staying at a hotel I advise a doctor

If, after the occurrence of an illness or accident, the Insured Person's condition does not justify hospitalization or medical transport, and if their return cannot be carried out on the initially scheduled date, the Insurer, through the Assistance Services, will, if they were applicable, of expenses actually incurred with a stay in a hotel, by you, by a person and accompanying descendants and minors under your responsibility who are to accompany you, up to the limit of the contracted capital and expressed in the Insurance Certificate.

5. Medical transport or repatriation of the wounded or sick

If the Insured Person suffers injuries or becomes ill abroad and is unable to return by the means initially foreseen, the Insurer, through the Assistance Services, will organize the return transport to his/her home up to the limit of the contracted capital and expressed in the Insurance Certificate.

In any case, the means of transport to be used will be decided by the Assistance Services medical team.

6. Expenses for repatriation or transport of insured persons not injured

If one or more Insured Persons have been repatriated or transported due to accident or illness, and if, for that reason, it is not possible for the remaining persons to return to their home by the means initially foreseen, the Insurer will bear the costs of transporting them to the habitual residence or to the place where the Insured Person is hospitalized, transported or repatriated.

If the Insured Persons are under 15 years of age and do not have a family member or trusted person to accompany them on the trip, the Insurer will bear the expenses to be incurred by a person traveling with them to their place of residence or wherever they are located. The Insured Person is hospitalized; The provisions of this number do not apply to Heavy Passenger Vehicles.

7. Early return due to the death of a family member

If, during a trip, the spouse, or person with whom they live in a de facto union, 1st degree ascendants or descendants in the straight line, siblings, in-laws or in-laws of the Insured Person and in the case of the means used, dies in Portugal for your trip or purchased ticket does not allow you to anticipate your return, the Insurer will organize and bear the expenses with a 1st class train ticket or a tourist class plane ticket from the place where the Insured Person is located to the your home, hospital or even the place of burial in Portugal.

If, as a result of this early return, it is essential for the Insured Person to return to the place where he/she was in order to retrieve the insured vehicle, the means described above will also be provided by the Insurer, through its Assistance Service, bearing the respective costs. up to the limit of the capital contracted and expressed in the Insurance Certificate.

8. Transport or repatriation of deceased persons and accompanying Insured Persons

The Insurer, through the Assistance Services, will bear the costs of all the formalities to be carried out at the place of death of the Insured Person, as well as those relating to their transport or repatriation to the place of burial.

In the event that an Insured Person dies as a result of hospitalization and the Return Ticket guarantee for a Family Member and Respective Stay has not been activated, the Insurer, through the Assistance Services, also bears the return costs of companions up to to your domicile, up to the limit of the capital contracted and expressed in the Insurance Certificate.

9. Urgent displacement due to the occurrence of a serious accident in the insured person's home

If, during a trip abroad, an accident occurs at the Insured Person's residence caused by theft, fire, explosion, flood and that causes damages greater than 50% of the total value of the contents, or 50% of the total value of the walls, the Insurer, through the Assistance Services, will organize and bear the costs of transport, in tourist class if traveling by plane and in business class if traveling by train, to the insured person's home and up to the limit of Capital contracted and expressed in the Certificate of Insurance.

If, as a result of this early return, it is essential for the Insured Person to return to the place where he/she was in order to retrieve the insured vehicle, the means described above will also be provided by the Insurer, through its Assistance Service, bearing the respective costs. up to the limit of the capital contracted and expressed in the Insurance Certificate.

Assistance in locating stolen luggage and personal effects or**10. lost**

In case of theft of luggage and/or personal effects, the Insurer, through the Assistance Services, will assist the Insured Person in reporting to the authorities if requested.

Both in the case of theft and loss or misplacement of said belongings, if found, the Insurer, through the Assistance Services, will be responsible for sending them to the place where the Insured Person is located or to their home, up to the limit of the capital contracted and expressed in the Insurance Certificate.

The Insurer, through the Assistance Services, will reimburse the Insured Person for the amount of expenses proven to have been caused by the delay in retrieving luggage during an air trip, namely the purchase of basic necessities (clothing, hygiene or medicines of usual use) , up to a limit of 100.00 euros and provided that the delay exceeds 24 (twenty-four) hours.

11. Transfer of funds abroad

In case of theft or loss of luggage, monetary values or means of electronic payment, not recovered within a period of 24 hours, the Insurer, through the Assistance Services, will deliver the necessary sums to replace the missing goods up to a limit of contracted capital and expressed in the Insurance Certificate.

In order to use this guarantee, it will be necessary to deposit or deliver to the Insurer, through the Assistance Services, by a person authorized by the Insured Person, a certified check or bank transfer of the requested amount.

12. Charge with children or people with special needs

In the case of hospitalization of the Insured Person, when accompanied by their children under 16 years of age or with disabilities (with no age limit) and not accompanied by their spouse, the Insurer, through the Assistance Services, guarantees up to the capital limit indicated in the Insurance Certificate, accompanying the same(s) by hiring a nanny up to a maximum limit of 10 days, as well as transport costs in tourist class if air transport, executive class if transport by land, round trip for a family member in the country of origin who can take care of the minor's return to his/her usual home, also bearing this return if it cannot be carried out by the initially foreseen means.

13. Message Transmission

The Insurer will be responsible for transmitting the urgent messages entrusted to it by the Insured Person, resulting from the occurrence of any event covered by these guarantees.

CLAUSE 4 - TERRITORIAL AND TIME SCOPE

- 1) Unless there is an agreement to the contrary expressed in the Specific Conditions, the Insurance is valid in mainland Portugal, the Azores and Madeira Islands and throughout Europe, as well as in countries located on the shores of the Mediterranean.
- 2) Claims incurred and reported during the policy period are covered.

CLAUSE 5 - EXCLUSIONS

The provision of services resulting from:

- 1) Expenses with fuel, repairs or conservation, cost of labor and parts of the vehicle insurance;
- 2) Any damages and losses resulting from delays in the repatriation of the vehicle, by difficulty or impediments beyond the control of the Insurer;
- 3) All vehicles exceeding 3,500 kg of gross weight are excluded; 4) Services not explicitly provided for in the guarantees indicated in the Conditions Individuals;
- 5) Situations in which the insured vehicle can circulate by its own means;
- 6) Accidents occurred when the insured vehicle is being used in industrial or agricultural work, in restricted areas where these activities are being carried out;
- 7) Claims occurred when the insured vehicle is being used in emergency service relief;
- 8) Claims resulting from circulation in places not recognized as accessible and suitable for the movement of the insured vehicle;
- 9) Breakdowns caused by the negligence of the user of the vehicle;
- 10) Services that have not been requested from the Assistance Service or that have not been carried out with its agreement;
- 11) Periods of immobilization and / or repair resulting from:
 - i. Breakdowns or accidents occurring during the practice of sports competitions, whether official or private, as well as during training, or as a result of betting;
 - ii. Lack of vehicle parts or parts needed for repair, regardless of the entity responsible: workshops, dealerships, manufacturer or brand; iii. Insufficient technical and human resources of the repair shop, as well as its availability of time to carry out the work.
 - iii.
- 12) The Insurer will not be responsible for the deductible to be paid to the vehicle rental company, in the event of an accident or damage caused to the replacement vehicle, assigned under this Special Condition.
- 13) The Insurer will not be responsible for periods of immobilization of the insured vehicle elapsed until the event is communicated to the Assistance Service by the Person safe
- 14) Rescue operations;
- 15) Claims occurring during or as a result of the practice of motor sports and the practice of competition in general, whether in the competition itself, or in training, betting and challenges;
- 16) Successive breakdowns caused by failure to repair the insured vehicle after intervention of the Insurer;
- 17) Theft or theft that has not been reported to the authorities within 24 hours and confirmed in writing;
- 18) Unavailability of repair shops;
- 19) Deductibles, extra insurance, additional coverage and fuel deposits payable at car rental companies;
- 20) Fines, fees, fines, tolls and parking;
- 21) Cargo and respective transfer, as well as luggage that does not comply with the requirements of the

- this insurance contract;
- 22) Transport of occupants who are not traveling with the insured person;
- 23) Transport of domestic animals, whenever they reveal danger, and costs with materials necessary for this transport;
- 24) Parking of the insured vehicle, when waiting for a decision by the Policyholder, resulting from a repair on a date prior to the intervention of the Insurer; 25) Damage to the vehicle prior to the Insurer's intervention, as well as those suffered after its completion;
- 26) Theft or theft of objects and accessories from the transported vehicle not expressly declared before the intervention.
- 27) Mental illness or any psychiatric illness; 28) In the case of accidents occurring within the scope of work activity, which is guaranteed by work accident insurance, this guarantee only works in case of excess not guaranteed by said insurance.
- 29) If it is not possible, immediately, to settle the claim through the work accident insurance, the insurer, through its assistance services, provides the necessary assistance, having the right of recourse against the work accident insurer.
- 30) Suicide or attempted suicide by the Insured Person and its consequences, as well as other intentional acts committed by the Insured Person against himself;
- 31) Intentional, criminal or contrary to public order acts of which the policyholder or the Insured Person are material or moral authors or of which they are accomplices;
- 32) Actions or omissions of the Insured Person influenced by the use of narcotics, without a medical prescription, or alcoholic beverages resulting in a level of alcohol level equal to or greater than that which, in case of driving under the influence of alcohol, determines the practice of either an administrative offense or of crime;
- 33) Dental expenses, except for treatments essential to remove pain;
- 34) Claims resulting from the practice of professional or federated amateur sports and respective training as well as the practice of other "special" sports such as mountaineering, boxing, karate and other martial arts, bullfighting, parachuting, paragliding, hang gliding, all designated sports extreme sports, speleology, underwater fishing and hunting, any sports involving motorized vehicles, powerboating and other similarly dangerous sports;
- 35) Practice of skiing and snowboarding in places not authorized or not supervised by a resort ski;
- 36) Childbirths and complications due to the state of pregnancy, unless unforeseeable and occurred during the first six months of pregnancy;
- 37) Urn (with the exception of that organized by the assistance services within the exclusive scope of guaranteeing the transport of the deceased Person) and expenses with the burial or funeral ceremony;
- 38) Claims resulting from the use by the person of aircraft or vessels not belonging to commercial lines or careers;
- 39) Claims resulting from an explosion or any other phenomena directly or indirectly related to the disintegration or fusion of atomic nuclei, as well as the effects of radioactive contamination;
- 40) Treatment in spas or beaches and, in general, cures for a change of air or rest as well as aesthetic treatments;

- 41) Expenses for preventive medicine, vaccines or similar, including medical fees;
- 42) Rehabilitation and physiotherapy expenses incurred without the agreement of the medical team of the insurer, through assistance services;
- 43) Medical expenses related to treatments initiated in the country of residence or nationality;
- 44) Medical, surgical and hospitalization expenses in Portugal due to illness, regardless of their location or origin, including those incurred during the trip;
- 45) Muscular diseases and joint diseases, both when of a degenerative;
- 46) Transport in military planes;
- 47) This insurance does not guarantee benefits that have not been requested from the insurer, through the assistance services, nor expenses that have not been incurred with its agreement, except in cases of force majeure or demonstrated material impossibility;
- 48) Medical expenses in countries adhering to the European health card, or similar, in which the Insured Person does not present it when requested, are not guaranteed by this insurance contract. It is therefore essential that for trips to these countries, previously insured persons carry the same;
- 49) Epidemics and Pandemics.

This insurance contract does not guarantee benefits that have not been requested from the Insurer, through the Assistance Services, and that have not been carried out with its agreement, except in cases of force majeure or demonstrated material impossibility.

CHAPTER II - DURATION OF THE AGREEMENT

CLAUSE 6 – START AND DURATION OF THE

CONTRACT 1) The contract takes effect from zero hours on the date set out in the Conditions Individuals of the policy, provided that the initial premium or fraction is paid.

2) The contract is concluded for one year to continue for the following years.

3) The contract is considered successively renewed for annual periods, unless either party denounces it in writing or by any other means of which a lasting record remains, at least 30 days before the end of the annuity or if the Policyholder of the Insurance does not pay the premium for the subsequent annuity or the first installment thereof.

CLAUSE 7 – CHANGES TO THE CONTRACT By

the Insurer Any change in coverage, capital, deductibles and premiums, to be effective in the following annuity, must be communicated by the Insurer, to the Policyholder, at least 30 days in advance of the date of contract expiration.

Whenever the accident rate/frequency of the contract is justified, the Insurer may request a change to the contract, namely change of coverage, capital, deductibles and premiums.

The Policyholder has a period of 30 days, counting from receipt, to accept or reject the proposal. At the end of the period, the proposed amendment is considered approved if the premium corresponding to the Subsequent annuity or the first installment thereof is paid. If the proposal is not accepted by the Policyholder, the contract must be terminated by the Insurer, for the duration of the current annuity.

CHAPTER III - TERMINATION OF THE AGREEMENT

CLAUSE 8 - TERMINATION OF THE AGREEMENT

- 1) The contract may be terminated by either party, at any time, with just cause, in general terms.
- 2) Termination of the contract due to non-payment of the premium is subject to legal provisions and applicable contracts.
- 3) The reduction or termination of the contract takes effect at 24 hours of the day on which check yourself.

CLAUSE 9 – INITIAL DECLARATION OF RISK 1) The

Policyholder is obliged, prior to the conclusion of the contract, to accurately declare all circumstances known to him and reasonably considered to be significant for the Insurer's assessment of the risk.

- 2) The provisions of paragraph 1 are also applicable to circumstances whose mention is not requested in a questionnaire provided by the Insurer.
- 3) In the event of willful non-compliance with the provisions of paragraph 1, the contract is voidable, under the terms and with the consequences provided for by law.
- 4) In the event of negligent non-compliance with the provisions of paragraph 1, the Insurer may choose to terminate or amend the contract, under the terms and with the consequences provided for by law.
- 5) The Insurer cannot rely on negligent omissions or inaccuracies in the initial statement of risk after 2 years have elapsed after the conclusion of the contract or the inclusion of the Insured Person, as applicable, unless there is malice by the Policyholder or the Insured with the purpose of gaining an advantage.

CHAPTER IV - MISCELLANEOUS PROVISIONS

CLAUSE 10 - INCREASE OF RISK

- 1) It is up to the Policyholder to communicate the circumstances that aggravate the risk to the Insurer, within 14 days of becoming aware of the facts. The worsening of the risk during the term of the contract may lead to the modification or termination of the contract.
- 2) If the risk worsens, the Insurer may:
 - a) Propose the modification of the contract within a period of 30 days counting from the moment it became aware of it. In this case, the Policyholder has 30 days to accept or reject the proposed modification, which is considered accepted at the end of this deadline;
 - b) Terminate the contract within 30 days of becoming aware of the aggravation, provided that it demonstrates that it does not enter into contracts that cover risks with the characteristics resulting from that aggravation.

- 3) If an accident occurs before the modification or termination of the contract, whose verification or consequence has been influenced by the worsening of the risk, the Insurer:
- a) It covers the risk if the aggravation has been correctly communicated before the claim or before the end of the 14-day period referred to in point 1., unless it demonstrates that it does not enter into contracts that cover risks with the characteristics resulting from that aggravation;
 - b) Partially covers the risk, reducing the compensation in proportion to the premium paid and that which would be due depending on the actual circumstances of the risk, if the aggravation has not been correctly communicated before the claim, unless it demonstrates that it does not enter into contracts that cover risks with the characteristics resulting from that aggravation;
 - c) It will refuse coverage if the Policyholder has acted with malice or with the purpose of obtaining an advantage, maintaining, however, the right to expired premiums.

CLAUSE 11 - PREMIUM PAYMENT

- 1) The initial premium or fraction is due on the date of conclusion of the contract.
- 2) Failure to pay the initial premium or the first installment thereof, on the due date, determines the automatic termination of the contract from the date of its conclusion.
- 3) The following premiums or fractions are due on the dates set out in the policy.
- 4) Under the terms of the law, the Insurer will notify the Policyholder, in writing, up to 30 days before the date on which the following premiums or fractions are due. If, however, it has been agreed to pay the premium in installments less than quarterly, the Insurer may choose not to send said notice, in which case the due dates of the installments, their amounts and the consequences of non-payment.
- 5) Failure to pay the premium of a subsequent annuity or the 1st installment thereof on the date it is due, prevents the extension of the contract, so it will not be renewed. Failure to pay any other portion of the premium on the date it is due determines the automatic and immediate termination of the contract on that same date.
- 6) Failure to pay, on the date indicated in the notice, an additional premium, provided that this arises from a request by the Policyholder to change the guarantee that does not imply aggravation of the risk, will determine that the change is without effect, maintaining it if the contractual conditions in force prior to that order, unless the continuation of the contract proves to be impossible, in which case it is considered terminated on the due date of the unpaid premium.
- 7) Failure to pay, on the date indicated in the notice, an additional premium resulting from a modification of the contract based on a supervening increase in risk, determines the automatic termination of the contract on that date.
- 8) If this contract is entered into at a variable premium, a provisional premium will be issued, a minimum that cannot be reversed, with the value of the definitive premium calculated at the end of each annuity, with the Policyholder paying the difference between this amount and the provisional premium .

CLAUSE 12 – REVERSAL OF THE

PREMIUM When, under the terms of the law, there is a reversal or reimbursement of the premium due to a modification or termination of the contract, this will be calculated in the following terms: e) If the Insurer takes the initiative, this will return to the Policyholder a portion of the premium calculated in proportion to the period of time not elapsed until the due date;

- f) If the Policyholder takes the initiative, the Insurer will return to the Policyholder a portion of the premium calculated in proportion to the period of time not elapsed until the due date, deducted from the cost of issuing the policy.

CLAUSE 13 – CHANGES TO THE PREMIUM

- 1) If there is no change in risk, any change in the premium can only be made by the Insurer, upon notice to the Policyholder at least 30 days before the contract renewal date.
- 2) However, there will be an automatic change in the contract premium, without the need for any prior notice, whenever there is a change in the age group of the insured person, for this purpose considering the age of the same on the first day of each annuity.

CLAUSE 14 – RIGHT TO FREE TERMINATION OF DISTANCE CONTRACTS In contracts concluded at a distance, the Policyholder, being a natural person, may terminate the contract without invoking just cause within the 14 days immediately following the date of receipt of the policy.

CLAUSE 15 - CONDITIONS FOR ADHERING TO THE DELIVERY OF POLICY DOCUMENTATION BY ELECTRONIC WAY

- 1) By subscribing to the delivery of the policy documentation electronically, the Policyholder agrees to receive the policy documentation, in electronic form, at the email address indicated in the act of subscribing or via the digital platform, being informed that said documentation will not be sent to you in paper form.

For this purpose, the policy documentation, the respective particular conditions, as well as notices for payment of the premium are considered, being agreed between the parties that the policy documentation sent electronically has the same value as it would have in paper form, namely in the regarding the consequences of non-payment of premiums.

Membership does not imply any cost for the Policyholder.

- 2) The Policyholder undertakes to ensure the proper and regular functioning of his email box and **to notify the Insurer in writing of any alteration, irregularity or failure related to it**. You are also obliged to keep, in your email box, space available to receive the documentation.
- 3) The Insurer will not be responsible for damages suffered by the policyholder and/or by third parties, due to any delays, interruptions, errors or suspensions of communications that originate from factors beyond its control, namely, any deficiencies or failures caused by the network of communications or communications services provided by third parties, the computer system, modems, connection software or possible computer viruses.

- 4) The Policyholder accepts and recognizes that the transmission of his data takes place over an open network - the Internet - and is therefore aware that his data can be seen and used by unauthorized third parties.
- 5) The Policyholder assumes full responsibility for the veracity, accuracy, validity and authenticity of the data provided when subscribing, expressly declaring that he has the power to choose or change the delivery process of the policy documentation.

If the Policyholder intends to change the way in which the policy documentation is delivered, with the documentation being delivered on paper, he **must make a written request to the Insurer, at least 30 days in advance of the date on which you want the change to take effect.** With the exception of the provisions of the previous paragraphs, these membership conditions do not change or derogate from any provision of the conditions applicable to the policy.

CLAUSE 16 - OBLIGATIONS OF THE PARTIES

1. In case of claim

1.1 Obligations of the Insurer

Pay compensation up to the 30th day after the investigation of the facts relating to the occurrence of the accident and its causes, circumstances and consequences. In the event of non-compliance, the Insurer will be in arrears, and interest will be paid at the legal rate in force.

1.2 Obligations of the Policyholder / Insured Person

In the event of any event that makes the guarantees of this Contract take effect, the Insured Person and/or Policyholder undertake to: a) Contact the Assistance Services through the telephone number indicated in the Specific Conditions, whose service is guaranteed 24 hours and every day of the year Health Care. b) Receive guidance from the Insurer Services. c) In the event of requests for reimbursement for events covered by this Contract, the Insured Person must submit the documentation referred to throughout Article 4 and also provide all other clarifications deemed necessary by the Insurer.

Failure to comply with the aforementioned obligations may determine the reduction of the Insurer's benefits or, in the event of fraud, the loss of coverage.

CLAUSE 17 – INSURANCE VALUE

- 1) The Insurer's liability is always limited to the insured sum fixed per coverage in the Particular Conditions.
- 2) Without prejudice to the provisions of the previous number, after the occurrence of a claim, the insured amount will, until the expiration of the contract, be automatically reduced by the amount corresponding to the indemnities paid.

CLAUSE 18 - PLURALITY OF INSURANCE

- 1) The Policyholder or the Insured must inform the Insurer of the existence or contracting insurance relating to the same risk.
- 2) To the extent that it guarantees indemnity benefits relating to the same risk, relating to the

same interest and for the same period, the fraudulent omission of the information referred to in the previous number exempts the Insurer from the same.

- 3) In the case provided for in the previous number, if the Policyholder or the Insured have provided the aforementioned information, the indemnity installments due for the accident verified within the scope of the contracts referred to therein are carried out by the Insurer, within the limits of the respective obligation, and only if not by the other Insurers.

CLAUSE 19 – SUBROGATION 1)

The Insurer, once the indemnity has been paid, is subrogated, until the amount indemnified is concurred, in all the rights of the Policyholder against the third party responsible for the damages, the Policyholder being obliged to of the Insurance to practice whatever is necessary to make these rights effective.

- 2) The Policyholder will be liable for losses and damages resulting from any act or omission voluntary that may prevent or impair the exercise of these rights.

CLAUSE 20 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE

PARTIES 1) The communications and notifications of the Policyholder provided for in the contract are considered valid and fully effective if they are made in writing, or by another means in which a lasting record is left, to the headquarters social security of the Insurer.

- 2) However, the change of address of the Policyholder must be communicated to the Insurer within 30 days following the date on which it is verified, in writing or by another means of which a lasting record remains, under penalty of the communications or notifications that the Insurer come to the outdated address if they are considered valid and effective.
- 3) The Insurer's communications or notifications provided for in the contract are considered valid and fully effective if they are made in writing, or by another means of which a lasting record is left, to the last address of the Policyholder contained in the contract, or, in the meantime communicated under the terms set out in the previous number.

CLAUSE 21 – APPLICABLE LAW

- 1) The law applicable to this contract is Portuguese.
- 2) All divergences that may arise in relation to the application of this insurance contract may be resolved through arbitration, under the terms of the law in force.
- 3) Complaints may be submitted under this contract to the Complaints Management of RNA Seguros, as well as to the Ombudsman, when applicable, as well as to the Authority for the Supervision of Insurance and Pension Funds (www.asf.com. en).
- 4) The contacts and procedures regarding the presentation of complaints can be found on the website from RNA Seguros, www.rnaseguros.pt.

CLAUSE 22 - ARBITRATION AND JURISDICTION

- 1) All disagreements that may arise in relation to the validity, interpretation, execution and breach of this insurance contract may be resolved through arbitration, under the terms of the respective law in force.
- 2) The competent jurisdiction to resolve any dispute arising from this contract is the place where the policy was issued, without prejudice to the provisions of civil procedural law with regard to territorial jurisdiction in terms of compliance with obligations.

CLAUSE 23 – PROTECTION OF PERSONAL

DATA RNA Seguros will process the Insured's data in accordance with current legislation on Personal Data Protection, as the Entity Responsible for Data Processing.

All personal data processed within the scope of RNA Seguros channels are exclusively intended for the provision of services contracted by Customers, therefore, for the execution of the contractual relationship.

The foundation of legitimacy of data processing operations carried out by RNA Seguros eradicates in the execution of the insurance contract, and there may be situations in which the foundation is consent or compliance with a legal obligation.

Personal data are processed by RNA Seguros in accordance with the fundamental legal principles in the field of Data Protection, namely: Principle of Lawfulness, Principle of Transparency, Principle of Purpose, Principle of Proportionality, Principle of Integrity and Confidentiality.

The holders of personal data may exercise, at any time, their rights of: access, rectification, deletion, portability, limitation or opposition to treatment, under the terms and with the limitations provided for in the applicable rules. This request must be addressed to the Data Protection Officer:

Encharged.protecao.dados@rnaseguros.com

For more information, consult the Privacy Policy and Personal Data Processing on the RNA Seguros website: www.rnaseguros.pt