

**INCOMING**

**SPECIAL CONDITION**  
**Personal Accidents and Travel Assistance**

**Important Note:** This condition is a summary of the insurance policy celebrated between VICTORIA - Seguros, SA and its Travel Agency / Tour Operator. In case of doubt request a copy of the General Conditions in the Travel Agent / Tour Operator.

**Clause 1 - Definitions**

**Definitions**

**Insurer** – VICTORIA – Seguros, SA;

**Policy Holder** – The Travel and Tourism Agency that underwrites the insurance contract and is responsible for the scheduled trip organization and selling and pays the insurance premium;

**Person Insured** – Customers of the Policy Holder carrier of the travel title, resident abroad and included of the relations of Insured Persons to be sent to Victoria - Seguros;

**Accident** – Any unexpected, sudden and unnatural event due to an external cause and alien to the Person Insured will and causes on this corporal injuries that might be clinical and objectively testified or death.

**Insurance value** - for each of the guarantees or insurance properties will be posted a maximum amount to compensate in case of accident (insured capital or insured limit) designated in the special conditions by insurance value;

**Illness** – Any disease that victimizes and prevents the Person Insured to continue the trip; is considered pre-existing disease, any disease or injury that was diagnosed before the inscription in the insurance policy;

**Excess** - Amount of which in case of incident that is supported by Person Insured in case of payment by the Insurer;

**Incident** – Any event or series of events stemming from the same fortuitous, sudden and unexpected cause, likely to warrant activation of the contract guarantees;

**Travel Assistance** - Service executed for the entity that it organizes and it gives, on account of the Insurer, the guarantees granted in this special condition, whether coats to character pecuniary, whether if it deals with the rendering of services.

**Contract Purpose**

The contract guarantees the Person Insured only the incidents occurred during the period of the trip to Portugal acquired the Policy Holder, since the departure until the return to their habitual residence, whether it has a professional or tourist motivation.

**Territorial Scope**

The guarantee of Death or Permanent Disability is valid in the country of origin of the trip in transit to Portugal and in Portugal.  
The other guarantees are valid only in Portugal.

**Coverage Period**

Corresponds to period of time that the trip program last acquired by the Person Insured to the Policy Holder.  
Starts in the moment that the Person Insured benefits the first service contracted until the end of the last contracted service.

**Legislation and Arbitration**

This contract is ruled with the Portuguese law;  
All the disagreement that may occur regarding the practice of this insurance contract will be solved under the arbitration of the law in force

**Clause II – Personal Accidents**

**1. Covered Risks**

The Insurer ensures, under the resent contract the following risks regardless of whether they occur during a professional and/or an extra-professional activity of the Person Insured. The contract does not protect professional and / or extra-professional activities that are of superior hazard to the average traveler.

**1.1. Death or Permanent Infirmity**

In case of death, occurring immediately or during the two years following the date of the accident and as a result of this, the Insurer shall pay the amount insured by the Person Insured up to the limit provided in the attached table, which shall be attributed according to the rules of inheritance foreseen under civil law. The Death guarantee is not applicable to people under the age of 14 years.

In case of permanent infirmity, clinically verified and occurring during the two years following the accident and as a result of the latter, the Insurer shall pay up to the limit provided in the attached table determined by the Devaluation Table included in its General Personal Accident Insurance Conditions;

The capital insured in Death and Permanent Disability are not cumulative, and for this reason if a Person Insured will die as a result of the an accident, the Death capital will be deducted from the amount of capital for Permanent Disability that eventually has been attributed or paid for the same accident.

**a) Maximum Accumulation of Capital**

The maximum amount automatically insurable for the coverage of Death or Permanent Disability and by cumulative risk (in situations of travel in that vehicle carrier and independently of the policy holder) is € 6.000.000,00.

If the total sum insured is higher than the above mentioned value, the Insurer has to be informed at least with 5 days in advance to allow the Insurer to place the excess in a reinsurance agreement.

In case a loss occurs and the Insurer is not informed or where the Insurer could not find reinsurance coverage, the compensation is to be done on a pro rata basis.

**Clause III – Travel Assistance**

**A- Luggage Cover**

**1. Damage and Loss of Baggage**

**Luggage:** Suitcase and / or bags containing clothing, footwear, objects of adornment (handbags, belts, jewelry) toiletries and personal makeup with the exception of goods listed in paragraphs a) b) of the nr. 2.2 of the III Clause.

The Insurer, through the Travel Assistance Services, will indemnify the Person Insured up to the limit shown in the attached table, for the damage in the luggage when occurred in an accident involving the transportation, or loss of the complete volume, when is in the care of the haulage contractor through the Policyholder only in the following situations:

**1.1. Mishandled luggage when delivered into the custody of the carrier**

For the purposes of this paragraph 1.1 is exclusively considered the luggage as a complete volume delivered to guard of the air carrier receiving in return a title. Any partial disappearance of luggage is expressly excluded from the regularization of the present contract.

**1.1.1.** In the case of air transportation the Person Insured must register a complaint in the airline company and received regularization from it by kilo as derived from the contract of carriage. The Insurer will indemnify the Person Insured for lost luggage (only complete volume) after the compensation by the airline carrier is closed.

**1.1.2.** In the case of land transportation only are guaranteed luggages that have disappeared as a result of theft of baggage car if and only if there is clear evidence of violation of the car baggage. Additionally it is considered car baggage the physical location in the vehicle suitable for the storage of the luggage, not visible from the outside.

**1.1.3.** In the case of maritime or fluvial transportation are only guaranteed the luggage that has not been delivered in the cab of the Person Insured at the time of the procedures for check-in and check-out and only when such responsibility is from the sea or inland waterway carrier.

For purposes of this paragraph 1.2 partial damages in the luggage are guaranteed, regardless of means of transport, if and only if an accident occurs with the carrier vehicle causing damage in the luggage.

**2. Luggage Exclusions**

**2.1.** Are expressly excluded from the guarantees policy, losses or damages directly or indirectly resulting from:

- a) Smuggling, embezzlement, prohibited or illegal trade;
- b) Sanitary or disinfection measures;
- c) Wrong packaging or packaging deficiency liability of the Person Insured, mechanical breakdown, electrical and / or electronic and fault material or manufacturing;
- d) Inherent addition or alteration of the inherent nature of the insure objects;
- e) Damage caused by the wearing due to usage, gradual deterioration, medium itself, latent defect, the lights effects, temperature, humidity, insects, worms, fungus, cigarette burns, acts of madness;
- f) Loss of value of the insured object and / or loss of value in the market;
- g) Intentional acts or omissions of the Policyholder or the Person Insured, their family members, employees, agents or representatives, or committed with his complicity or participation;
- h) Direct or indirect effect of the explosion, heat release and radiations from the disintegration or atoms meltdown, artificial acceleration of particles or radioactivity.
- i) Situations resulting from nature cataclysms, such as hurricane winds, earthquakes, tsunamis, other similar phenomena in their effects and further action radius;
- j) Acts of piracy;
- k) Strikes, "lockouts", labour disputes, riots or civil commotion, acts of strikers or workers under "lock out" or persons taking part in labor disputes, acts of terrorism and sabotage;

- l) Theft occurred during the transportation hired in the Policyholder, if the insured goods are not safe in the transport baggage of the same or if it is not properly closed
- m) When the luggage is inside the bus hired the Policyholder, parked on public roads without any occupant, in the period between 22.00 and 07.00;
- n) Theft, such as subtraction committed without the use of violence, intimidation of people or without force upon things.

## 2.2. Also excluded from the guarantees of the Policy:

- a) Objects of gold, silver, platinum, precious stones, watches, mobile phones, cash, titles, checks, documents, vouchers, bills of exchange, promissory notes, credit documents, personal documents, travel tickets, manuscripts, writings, projects, art objects, antiques, collections;
- b) Laptops, cameras, mobile phones, camcorders, portable video / hi-fi, MP3 players and MP4, I-Pods, portable gaming consoles;
- c) All goods that despite being accompanied by the Person Insured or delivered against proof of receipt, in custody of a the Carrier Company, are different from those contained in the definition of Luggage.

## B- Travel Assistance

### 1. Medical Information

In case of emergency, Insurer, through the Travel Assistance Services, will provide informations about Hospitals, Clinics & Doctors more suitable to the problem of the Person insured.

### 2. Medical Advice

The Person Insured may use the 24-hour telephone service to request a medical Team from the Insurer, through the Travel Assistance Services, or ask for medical information or simple advice.

### 3. Medical, Surgery, Pharmaceutical Expenses and those incurred from Hospitalisation in Portugal

If as a result of sickness or accident during the period of validity of the policy, the Person Insured requires medical care, surgical, pharmaceutical or hospital assistance, the Insurer, through the Travel Assistance Services, will support up to the limit provided in the attached table, or reimburse the Insured Party based on a prior agreement and justifications of:

- a) medical and surgical expenses and fees;
- b) expenses incurred from pharmaceuticals prescribed by a doctor;
- c) expenses incurred from hospitalisation.

It is the responsibility of the Insurer, through the Travel Assistance Services, the organization and direct payment to the providers of all clinical procedures to be carried out in Portugal up to the predicted limit in particular guarantees, being expressly excluded all others.

In case of use of this guarantee is applied an excess in charge of the Person Insured of € 50.00 per incident.

### 4. Transport or Sanitary Repatriation of Injured and ill People

If, as a result of an accident or illness, the Person Insured suffers injuries during the policy validity and whenever justified by the clinical situation, the Insurer, through the Travel Assistance Services, shall be responsible for paying:

- The cost of ambulance transport to the nearest Clinic or Hospital;
- Surveillance by the Travel Assistance Services medical team, together with the attending doctor of the Person Insured, to determine the best treatment measures to follow and the most appropriate means to be used for the latter's eventual transfer to another more suitable Hospital Centre or even to its residence in the country of departure;
- The cost of this transfer using the most suitable transportation whenever the initial transportation and the return date initially foreseen cannot be used.

The transportation to be used shall be decided by the medical team of the Insurer, through the Travel Assistance Services

The sanitary transportation is limited to the transference to the nearest Clinical Unit regarding the incident location with the best technical ability and valence to respond to the medical situation of the victim. It is expressly not guaranteed the sanitary transportation after the clinical stabilization that allows the return to the beginning of the trip.

### 5. Accompaniment of the Person Insured

If the Person Insured is hospitalised as a result of an accident or illness and if it does not allow repatriation or immediate return, the Insurer, through the Travel Assistance Services, supports the costs of hotel accommodation for a family member or person designated by it, that is already in place, to stay up to the limit provided in the attached table.

If the transportation ticket can not be used when the hospitalized Person Insured returns, the Insurer, through the Travel Assistance Services, also guarantees the transportation, in tourist flight or in train business class to return to the origin country.

### 6. Round Trip Ticket for a Relative and Respective Accommodation

If the Person Insured is hospitalised more than 5 (five) days and it is impossible to activate a guarantee described in point nr. 5, the Insurer, through the Travel Assistance Services, shall pay all the transport expenses incurred to a relative that includes a round trip ticket in a train executive class or in a touristic flight class that departure from the origin country to stay with her, as well for the hotel expenses up to the limit provided in the attached table.

### 7. Extended Stay at a Hotel

If, after accident or illness situation, the Person Insured condition does not justify hospitalisation or sanitary repatriation and if it cannot return on the initially foreseen date, the Insurer, through the Travel Assistance Services, shall pay expenses effectively made with a stay in a hotel, up to the limit provided in the attached table.

### 8. Repatriation of the Deceased Person Insured

Insurer, through the Travel Assistance Services, will pay for all expenses incurred from local formalities at the place where the Person Insured died, as a result of the an accident or illness as well as the expenses regarding the repatriation to the place of burial in the country where began the journey.

If the Person Insured has died as a result of hospitalization and has been operated the guarantee described in point nr. 6, the Insurer, through the Travel Assistance Services shall also bear the costs of returning of the relative to its residence in the country of departure by train in business class or in touristic flight class.

### 9. Urgent remittance of Medicines

The Insurer, through the Travel Assistance Services, shall pay all expenses incurred from sending medicines to the location in Portugal where the Person Insured is located necessary to the regular use of it and if do not exist in Portugal and do not have substitutes.

### 10. Stolen Luggage Assistance in Portugal

In the case of theft of luggage and / or personal objects in Portugal, the Insurer, through the Travel Assistance Services, will help if requested, the Person Insured with the participation to the authorities.

Both in case of theft as the loss or misplacement of the belongings, if found, the Insurer, through the Travel Assistance Services, will put in charge of the shipment to the residence in the origin country.

### 11. Expenses incurred with Children Care

If the Person Insured is hospitalised in Portugal and when accompanied by children under 18 years-old, the Insurer, through the Travel Assistance Services, guarantees their accompaniment by hiring nanny to the maximum of 5 (five) days and a maximum of € 500,00.

If the hospitalization lasts more than 5 (five) days, is guaranteed the payment of a travel ticket (round trip) to relative who can take care of them.

### 12. Stolen Document Assistance in Portugal

If the Person Insured is the victim in Portugal of theft of documents, the Insurer, through the Travel Assistance Services, shall pay the cost of transportation from Hotel to the Embassy of their home country so that a temporary identification document can be obtained. The maximum limit for this guaranteed is € 50.00 and always assumes that the Person Insured has made in advance the participation Portuguese authorities.

### 13. Travel Interruption

If, during the trip first degree relative of the Person Insured or of the spouse and if a travel ticket does not allows anticipation of the returning, the Insurer, through the Travel Assistance Services shall provide and support the costs of transportation in a tourist flight or business class if is by train to the burial place.

### 14. Urgent messages transmission

The Insure, through the Travel Assistance Services will transmit urgent messages if the Person Insured is responsible, if a result of an incident covered by the policyholder.

### 15. General Exclusions

**The accidents occurred due to the causes below mentioned are excluded from the policy:**

- a) Acts or omissions of the Insured Party influenced by the use of alcohol or a alcoholic drink resulting in a level of alcohol over 0,5 grams per litre and/or the

- use of drugs, without a medical prescription, or in case the Person Insured is not capable to control its acts;
- b) Accidents resulting from madness and epilepsy attacks;
- c) Psychic effects only and cerebral or cardiac disturbance resulting only from the used transport, independent of any accident;
- d) Criminal acts, serious negligence and any other ones used by the Person Insured, such as suicide or attempted suicide, including risky acts, bets and challenge;
- e) Practice of criminal acts, serious negligence and any other intentional acts from the Beneficiary against the Person Insured concerning its compensation;
- f) Accidents caused by the deliberate infraction of the traffic rules in docks, stations, airports and their neighbourhoods;

**Also excluded:**

- g) Hernia of any nature, varix and its complications, lumbago, rupture or muscular distending;
- h) Implantation or repair of prosthesis and/or orthoses;
- i) Accidents or acts causing psychic effects only;

Nevertheless, the following conditions are not covered by the policy:

- Acquire immune deficiency syndrome (AIDS)
- Heart attack that was not caused by an external physical traumatism;
- Acts or interventions made by the Person Insured to itself;

**Are expressly excluded the risks originated in the coverage range of the Travel Assistance:**

The following exclusions are applicable to all persons who may activate the guarantees of this special condition.

- a) Medical, surgical, pharmaceutical and hospitalisation expenses incurred abroad, regardless whether they are due to an accident occurring in Portugal or not;
- b) Injuries already existing before starting the trip;
- c) Incidents resulting from an illness or pathological state existing before starting the trip and injuries resulting from surgery or other medical assistance not caused by an accident guaranteed by the contract;
- d) Suicide or suicide attempted of the Person Insured and the its consequences, as well as other intentional self-inflicted injuries;
- e) Malicious or criminal acts or those violating public order of which the Policy Holder or Person Insured are materially or morally responsible or are accomplices;
- f) Acts or omissions of the Person Insured influenced by the use of drugs, without a medical prescription, or alcoholic drinks that originates a level of alcohol equal to or over the one in which, in case of driving under the effect of alcohol, means committing a criminal offence.
- g) Implantation or repair of prosthesis and orthoses, dentist expenses, walking sticks and alike, with the exception of implanting orthopaedic prosthesis considered clinically necessary as a result of the accident
- h) Incidents resulting from practising federated professional or amateur sports and respective training as well as the practise of "special" sports such as alpinism, boxing, karate and other martial arts, bull-fighting, parachute, jumping, hang-gliding, asa delta, all sports considered radical, speleology, fishing and underwater fishing, winter sports, any sports that involve motor vehicles (2-wheel or others), water cross and other equally dangerous sports.
- i) Giving birth or complications during pregnancy, unless unexpected and occurring during the first six months;
- j) Urn and expenses incurred from burials or funeral services;
- k) Situations resulting from natural catastrophes such as cyclones, earthquakes, tsunamis, other phenomenon with similar effects, including lightning;
- l) Assault, strikes, workers' disturbances, riots and any other public alterations, rebellion, acts of terrorism and sabotage or uprising;
- m) Revolution, civil war, invasion and war declared or not against a foreign country, hostilities against foreign nations, whether war has been declared or not, and acts of war arising directly or indirectly from these hostilities;
- n) Incidents that result from the Person Insured use of aircraft or ships that do not belong to commercial routes;
- o) Situations resulting from explosion or any other phenomena directly or indirectly related to the disintegration or merging of atomic nuclei as well as the effects of radioactive contamination;
- p) Treatment in spas or beaches and, in general, cures originated in changing environment or rest, as well as esthetic treatments.
- q) Expenses on preventive medicine, vaccines or alike, including medical fees;
- r) Expenses incurred from rehabilitation and physiotherapy carried out without the agreement of Travel Assistance Services medical team;
- s) Medical expenses incurred from treatments started in the country of residence or nationality.
- t) Expenses resulting from pre-existing illnesses, whether the Person Insured was aware or not.
- u) Pandemic and epidemic.

**Procedure in case of accident**

**In case of an emergency call the Travel Assistance Services 21 044 36 82. Abroad dial + 351 21 044 36 82.**

**If case of incident guaranteed under the policy coverage, the Person Insured must:**

- a) Communicate to the Insurer the verification of any of the events referred in Clause II, in writing, within 5 days immediately following the arrival at the country of origin, after the end of the trip;
- b) Report to the Insurer, through the Travel Assistance Services, or Policy Holder the verification of any of the events referred to in Clause III, by telephone, until 48 hours after the date of the incident.
- c) Present, 24 hours immediately after the incident, a claim in the local custom authority and police authorities of the theft that have been victim;
- d) Make all reservations or complaints in a proper document at the moment of receipt of the luggage to the company responsible for transportation in case of loss or damage during the same;
- e) Take all the measures to avoid or to reduce the damages;

**Claims Submission**

All the claims presented to Insure, through the Travel Assistance Services, shall be accompanied by all evidence documents that support the claimed losses and information relating to the cause of the incident.

In case of theft is indispensable, so that the Person Insured could receive the indemnity, a probatory document of the participation done in the local authorities of the occurrence.

**Table of Covers and limits**

Coverage	Limit of Cover
<b>Personal Accidents</b>	
Death or Permanent Infirmary	€10.000,00
<b>Travel Assistance</b>	
Luggage	€ 500,00
Medical Information	Unlimited
Medical Advice	Unlimited
Medical, Surgery, Pharmaceutical Expenses and those incurred from Hospitalisation in Portugal (Excess € 50,00)	€5.000,00
Transport or Sanitary Repatriation of Injured and ill People	€ 10.000,00
Accompaniment of the Person Insured	Unlimited
Transport	€50,00
Stay: Day / Person	€ 500,00
Maximum	€ 500,00
Round Trip Ticket for a Relative and Respective Accommodation	Unlimited
Transport	€50,00
Stay: Day / Person	€ 500,00
Maximum	€ 500,00
Extended Stay at a Hotel	€50,00
Stay: Day / Person	€ 500,00
Maximum	€ 500,00
Repatriation of the Deceased Person Insured	Unlimited
Urgent remittance of Medicines	Unlimited
Stolen Luggage Assistance in Portugal	Unlimited
Expenses incurred with Children Care	Unlimited
Transport	€ 500,00
Nany (Max. 5 days)	€ 500,00
Stolen Document Assistance in Portugal	€50,00
Travel Interruption	Unlimited
Urgent messages transmission	Unlimited

**IN EMERGENCY SITUATIONS, PLEASE CALL:**

**From Portugal: 21 044 36 82**  
**Abroad: +351 21 044 36 82**  
**24 Hours Service**