

TERMS & CONDITIONS TICKET INSURANCE

PRELIMINARY ARTICLE

Between ERV PORTUGAL, Europäische Reiseversicherung AG, Branch in Portugal, from now on called INSURER, and the POLICYHOLDER mentioned in the Policy, an insurance contract is set and ruled by the Terms and Conditions of this Policy, in harmony with the original information posted in the proposal, from where this policy was written and it is part of.

This insurance contract will only be valid under the terms of Decreto-lei nº 72/2008, April 16th, as well as the correspondant civil and mercantile regulations.

CHAPTER I

DEFINITIONS, OBJECT AND GUARANTEES OF THE CONTRACT, OPTIONAL COVERS AND EXCLUSIONS

ARTICLE 1 DEFINITIONS

For the purposes of this contract the following definitions are understood to apply:

INSURER: ERV PORTUGAL Europäische Reiseversicherung AG, Branch in Portugal, with registered office in Avenida da Liberdade, 200, 1250-147 Lisbon, which assumes the risk contractually agreed; corresponding to the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurhelndorfer str. 108, 53117 Bonn (Germany), the control and supervision of the activity, without prejudice to the market conduct control carried out in Portugal by the Portuguese supervisor of insurance and pension (ASF).

POLICYHOLDER: The legal entity that, in addition to the INSURER, signs this policy and is subject to the payment of the premium.

INSURED PERSON: The person in whose interest the contract is entered into or the person whose life, health or physical integrity is insured without age limit.

BENEFICIARY: The singular or collective person in favour of whom the payment is made by the Insurer arising from the insurance contract.

FAMILY UNIT: The spouse, children, step-children, adopted children and descendants, living in communion on a permanent basis with the Insured Person.

ROBBERY: The removal of property against the will of the Insured Person, by means of violence or intimidation against people or force against property.

THEFT: The removal of property committed without the use of violence, intimidation of people or without force against property.

ACCIDENT: The fortuitous, sudden and unusual occurrence, due to the action of an external cause and outside of the control of the Insured Person and which causes bodily injury which can be clinically and objectively verified, preventing the normal continuation of the journey.

PERMANENT DISABILITY: The organic or functional loss of members and faculties of the Insured Person, with the intensity described below in these Terms and Conditions, the recovery from which is not foreseeable in accordance with medical precepts.

SERIOUS BODILY INJURY: All injuries or illness which due to its nature implies or may imply urgent treatment in a hospital and prevent the normal continuation of the journey.

ILLNESS: Any involuntary alteration to the state of health which is not caused by an accident and verified by a Doctor, preventing the normal continuation of the journey.

MEDICAL TEAM: Care structure adapted to each particular case and defined by the Doctor of the Insurer and by the Doctor assisting the Insured Person.

CLAIM: Event or series of events resulting from the same cause which may action the guarantees of the contract.

DEDUCTIBLE: Part of the risk, expressed as a monetary amount, in days or as a percentage, which is borne by the Insured Person, the amount of which will be established in the Policy.

SUM INSURED: Maximum limit to be paid out by the INSURER, established in the contract conditions, for all covered events during the insured period.

ARTICLE 2 SCOPE OF THE COVER

Within the terms and limits of this contract the Insurer guarantees to the Insured Person, with the purchase of on-line tickets sold by the Policyholder, the payment of indemnities resulting from an accident covered by the policy and travel assistance, within the terms defined in these Terms and Conditions.

ARTICLE 3 TERRITORIAL SCOPE

This contract applies in relation to events taking place in Europe.

ARTICLE 4 DEFINITION AND SCOPE OF THE ASSISTANCE COVERS

1 – REIMBURSEMENT OR PAYMENT OF MEDICAL, PHARMACEUTICAL AND HOSPITALIZATION EXPENSES

If the Insured Person suffers and injury or falls ill, the Insurer guarantees, after deducting the excess established at the Policy and up to the limit stated therein, the payment of the following expenses:

- a)- medical and surgical;
- b)- pharmaceutical expenses prescribed by a doctor;
- c)- hospitalization;
- d)- transport by ambulance, or other appropriate means, from the place of the occurrence to the closest clinic or hospital.

No deductible applies on the expenses mentioned in line d).

EXCLUSIONS

This guarantee does not cover:

a) Claims caused by fraudulent acts of the INSURED PERSON, or of the POLICYHOLDER, of the BENEFICIARIES or of the people who travel with the Insured Person.

- b) Claims due to war, strikes, detention by any authority for crime not derived from traffic accident, freedom of movements restrictions or any other case of Force Majeure, unless the INSURED PERSON has proven no relation between such events and the claim.**
- c) Claims due to radiation arising from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.**
- d) Illnesses or injuries produced as a consequence of chronic pathologies or those prior to the insured event, as well as their complications or relapses.**
- e) Suicide, illnesses and injuries resulting from attempted suicide or suicide caused intentionally by the INSURED PERSON.**
- f) Treatments, illnesses, or pathological states caused by the ingestion or administration of toxic substances (drugs), alcohol, narcotics or by the use of medication without a medical prescription.**
- g) Childbirth.**
- h) Pregnancy, except for unforeseeable complications in the first 24 weeks of gestation.**
- i) Any kind of medical or pharmaceutical expenses due to deceit of the INSURED PERSON or lack of medical treatment resulting in health condition degradation.**

2- NON-ATTENDANCE OF THE INSURED

2.1. Tickets

THE INSURER guarantees, up to the amount stipulated in the Policy, and safeguarding the exclusions mentioned in these Terms and Conditions, ticket expenses as well as the administration costs included in the online purchase, due to one of the following causes, which will have occurred after subscribing the insurance and not allowing the Insured Person to attend at the event venue:

a) Death, serious bodily accident or serious illness:

- of the INSURED PERSON, his/her spouse, common-law partner registered as such in a local, autonomous or national official Registry, or of one of his/her relatives to the first or second degree of consanguinity (parents, children, grandparents or grandchildren), of a brother or sister, brother-in-law or sister-in-law, nephews and/or nieces.

- This cover will also be applicable when the hospitalised or deceased person is related in one of the ways mentioned above with the spouse, or the common-law partner registered as such in a local, autonomous or national official Registry, of the INSURED PERSON.

- of the person in charge during the journey of the custody of minors or disabled children.

- Of the person who is the direct hierarchical senior of the INSURED PERSON, in his/her job, whenever this circumstance prevents him/her from making the journey if so required by the Company s/he is employed by.

- Of the travelling companion

- With regard to the INSURED PERSON, serious illness is understood to be an alteration in health which involves hospitalization or the need to stay in bed, within the 7 days prior to the journey, and which, from a medical point of view, makes it impossible to start the journey on the planned date.

- When the illness affects any of the said people, other than the INSURED PERSON, it will be considered serious when it involves hospitalization or involves the risk of imminent death.

- A serious accident is understood to be a bodily injury, unintended by the victim, arising from the sudden action of an external cause which, in the opinion of a professional doctor, makes it

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impossible to start the INSURED PERSON's journey on the planned date, or which involves the risk of death for any of the family members referred to.

- b) Summons as a party to, witness or jury of a Civil or Penal Court.
- c) – Summons as a member of an electoral body, for State, autonomous or municipal elections.
- d) – Attendance of official examinations for a public sector position convoked through a public body after taking out the insurance policy.
- e) - Serious damage caused by fire, explosion, robbery or by the force of nature, in the INSURED PERSON's main or second residence, or in his/her professional establishment if the INSURED PERSON is self-employed or directs a company and his/her presence is absolutely necessary.
- f) – Non-disciplinary dismissal of the INSURED PERSON from his/her job.
- g) – Incorporation in a new job in a company other than that in which s/he was working, with a labour contract and whenever this incorporation occurs after booking the journey and, therefore, after taking out the insurance.
- h) – Handing in of the annual tax returns declaration at the request of the Inland Revenue Services, the result of which is an amount payable by the INSURED PERSON of more than 600 €.
- i) - Declaration of a catastrophe or epidemic zone in the area of residence of the INSURED PERSON or in that of the event venue.
- j) – Medical quarantine as a result of an accidental event.
- k) – Call for a surgical intervention of the INSURED PERSON, and also for the medical examinations prior to the said intervention.
- l) – Urgent call for medical examinations of the INSURED PERSON or a family member in the first degree, from the Public Health Authority, whenever justified by the gravity of the case.
- m) – Doctor's order for the INSURED PERSON, his/her spouse, or common-law partner registered as such in a local, autonomous or national official Registry, requiring him/her to rest as a result of a high risk pregnancy, whenever this state of risk begins after taking out the insurance policy.
- n) – Serious complications in a pregnancy which, on doctor's orders, require a period of rest or the hospitalization of the INSURED PERSON, his/her spouse, or common-law partner registered as such in a local, autonomous or national official Registry, whenever the said complications occur after taking out the insurance policy and place the continuity or the necessary development of the said pregnancy in serious risk.
- o) – Premature birth which occurs to the INSURED PERSON.

EXCLUSIONS

This guarantee does not cover:

- a) Aesthetic treatments, periodical check-ups, cures, counter-indications of air travel, vaccinations, the impossibility of following the advised preventive medical treatment in certain destinations, voluntary interruption of a pregnancy.**
- b) Mental illnesses and depression without hospitalization or which justify hospitalization for a period of under seven days.**
- c) Illnesses which are being treated or have received medical care within the previous 30 days, both from the date of the reservation of the journey, and from the date of inclusion in the insurance.**
- d) Taking part in bets, duels, crimes, brawls, except in cases of legitimate self-defence.**
- e) Epidemics.**
- f) Terrorism.**
- g) The failure, for any reason, to present the necessary documents on any journey, such as passport, visa, tickets, driver's licence or vaccination certificate.**

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h) Complications in a pregnancy, except those indicated in points n) and o) of the guarantee 2.1. Tickets.

i) Claims due to radiation arising from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

2.2. Transportation and hotel costs

The INSURER will reimburse the INSURED PERSON, up to the maximum amount established in the Policy, and notwithstanding the exclusions mentioned in these Terms and Conditions, for the cost of non used services, contracted until 5 days before the event date, after documental evidence of purchase of such services.

The services taken into account are exclusively:

- hotel;
- car rental;
- plane, train and bus tickets

This guarantee will be applicable by any of the causes mentioned in 2.1 Tickets, or, event cancellation by the organizing entity until the 5th day before the event date.

EXCLUSIONS

This guarantee does not cover:

a) Aesthetic treatments, periodical check-ups, cures, counter-indications of air travel, vaccinations, the impossibility of following the advised preventive medical treatment in certain destinations, voluntary interruption of a pregnancy.

b) Mental illnesses and depression without hospitalization or which justify hospitalization for a period of under seven days.

c) Illnesses which are being treated or have received medical care within the previous 30 days, both from the date of the reservation of the journey, and from the date of inclusion in the insurance.

d) Taking part in bets, duels, crimes, brawls, except in cases of legitimate self-defence.

e) Epidemics.

f) Terrorism.

g) The failure, for any reason, to present the necessary documents on any journey, such as passport, visa, tickets, driver's licence or vaccination certificate.

h) Complications in a pregnancy, except those indicated in points n) and o) of the guarantee 2.1. Tickets.

i) Claims due to radiation arising from nuclear transmutation or disintegration or radioactivity, as well as those derived from biological or chemical agents.

j) Event cancellation by the organizing entity due to insufficient number of spectators; artist pregnancy, drunkenness or drug consumption.

3- PERSONAL LIABILITY

The INSURER will assume the payment for indemnity, to the amount stipulated in the Policy, which under the law or similar legal dispositions of foreign countries, the INSURED PERSON were obliged to satisfy, in its condition of individual person, as civil responsible for body or material damages caused by accident to a 3rd party, in their persons, animals or things, during the event timeframe.

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Will not be considered as 3rd parties the POLICYHOLDER, other INSURED PERSONS covered by this Policy, their spouses; marital companions; INSURED PERSON's first degree relatives, its spouses or marital companions; associates or employees of the INSURED PERSON; any INSURED PERSON's dependent.

Legal expenses are included as well as legal bonds.

EXCLUSIONS

This guarantee does not cover:

- a) Any kind of liability deriving from the INSURED PERSON participation in crimes, fights, unless in case of self defense, as well as the use of fire arms;**
- b) Fines or sanctions imposed by a court of law or authorities of any kind;**
- c) Damage to things trusted to the INSURED PERSON.**

ARTICLE 5 GENERAL EXCLUSIONS OF THE INSURANCE POLICY

1. In no event, even if there is the occurrence of any risk covered by this Policy, will the accidents resulting from the following be covered:

- a) Storms, floods, seismic phenomena, landslide or other natural phenomena;**
- b) Explosion, release of heat and radiation arising from the splitting or fusion of atoms or radioactivity and also that arising from radiation caused by the artificial acceleration of particles;**
- c) Any physical defect or infirmity of the Insured Person existing before the accident;**
- d) Payment of fines or any penalties;**
- e) Act or omission of the Insured Person influenced by the use of alcohol or alcoholic beverage which results in an alcohol level of over 0.5 grams per litre and/or use of drugs without a medical prescription, or when incapable of controlling his/her acts;**
- f) Practice of criminal acts, serious negligence and any intentional acts of the Insured Person, such as suicide or attempted suicide, including acts of daring, bets and challenges;**
- g) Hernias of any nature, varicose veins and their complications, lumbago, rupture or wrenching of muscles;**
- h) Implantation or repair of prosthetic limbs and/or orthotic appliances;**
- i) Accidents or events which only produce psychic effects;**
- j) Acts or interventions practised by the Insured Person on him/herself.**

CHAPTER II

START, DURATION, REDUCTION, RESOLUTION AND ANNULMENT OF THE CONTRACT

ARTICLE 6 START OF THE CONTRACT

1. This contract is considered to be entered into for the period of time established in the particular conditions of the policy and, provided that the premium or initial fraction is paid, this contract takes effect as from midnight of the day immediately prior to that of the acceptance of the proposal by the insurer, except if, by the agreement of the parties, another

date is established for the start of the cover, which, nevertheless, cannot be prior to that of the reception of the proposal.

2. The proposal is considered to be approved on the fifteenth day after the date of its reception by the insurer, unless the person making the proposal is notified of its refusal or if approved earlier, or of the need for further information which is essential to evaluate the risk.

ARTICLE 7 DURATION OF THE CONTRACT

1. The contract may be for a certain fixed period (temporary insurance) or for one year which is automatically renewable in the following years.

2. When the contract is for a fixed period of time, this ceases to take effect at 24 hours on the last day.

3. When the contract is for one year, renewable in the following year, it is considered to be successively renewed for periods of one year, except if either of the parties cancels it by registered letter or by means in which it is registered in writing, with a minimum prior notice of 30 days in relation to the end of the contract year or if the Policyholder does not pay the premium within the terms of number 5, of the following Article.

ARTICLE 8 RESOLUTION OF THE CONTRACT

1. The Policyholder may resolve this contract at any time, by recorded notification or by other means in which it is recorded in writing, to the Insurer, with prior notice of at least 30 days before the date on which the resolution will take effect.

2. The Insurer may, at any time, by means of a written communication to the Policyholder, with a minimum prior notice of 30 days in relation to the date from which it is intended that the resolution take effect, resolve the contract in the following situations:

a) With grounds allowed for at law;

b) When there is fraud by the Policyholder in the use of the contract.

3. The premium to be returned in the event of the resolution of the insurance contract is calculated in proportion to the period of time remaining up to the maturity date of the contract.

4. The resolution of the contract takes effect at midnight of the day on which the contract ends.

5. The failure to pay, by the Policyholder, the premium relating to a subsequent contract period or fraction of a premium implies the non-renewal or the automatic and immediate resolution of the contract, on the date on which the payment is due.

ARTICLE 9 ANNULABILITY OF THE CONTRACT

1. This contract may be cancelled and consequently resolved as from the date indicated by the Insurer, when at the time of the signing of the contract, the Policyholder provides false, imprecise or incomplete declarations, by act or omission of essential facts or circumstances, which would be considered in the appreciation of the risk, and which might have influenced the existence or conditions of the contract.

2. If the declarations are only in respect of some of the Insured Persons and the Policyholder did not act in bad faith, the contract will only be annulled in respect of these persons.

3. If the said declarations were made in bad faith, the Insurer reserves the right to keep the premium, notwithstanding the cancellation of the contract within the terms of the previous numbers.

CHAPTER III

WORSENING OF THE RISK, INSURED SUMS AND EXCESS

ARTICLE 10

WORSENING OF THE RISK

1. The Policyholder and/or the Insured Person undertake(s), in the period of 8 (eight) days from becoming aware of the facts, to notify the insurer by registered mail, or by other means by which there is a written record, of all the alterations to the risk which increase the liability assumed by it.

2. Any illness or alteration in the state of health of the Insured Person which worsens the risk, for example: changes in vision, hearing, of consciousness, epilepsy, paralysis, diabetes, tuberculosis, cardiovascular and blood disorders, ailments of the spinal cord, acute or chronic rheumatism or any important alteration in one's physical integrity.

In the event of an undeclared worsening of the risk, the Insurer will not be liable for the claim, except if the Insured Person or the Beneficiaries prove, by an unequivocal medical conclusion, that there is no causal relationship between the ailment and the accident.

ARTICLE 11

SUMS INSURED

The Insured Sums for each of the guarantees covered by this policy are expressly indicated in the Particular Conditions.

ARTICLE 12

DEDUCTIBLES

In this contract part of the risk expressed as a value, in days or as a percentage is borne by the Policyholder or the Insured Person in accordance with the provisions in the Policy.

CHAPTER IV

PAYMENT AND ALTERATION OF THE PREMIUMS

ARTICLE 13

PAYMENT OF THE PREMIUMS

1. The premium or initial fraction is due on the date of the signing of the contract, the efficacy of which depends on the respective payment.

2. Notwithstanding the provisions in number 6, the premiums or subsequent fractions are due on the dates established in the policy, in which case the regime set out in numbers 3 to 5 is applicable.

3. The Insurer is obliged, up to 60 days before the date on which the premium or following fraction is due, to notify the Policyholder in writing, indicating this date, the amount payable,

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the form and place of payment and the consequences of the lack of payment of the premium or fraction.

4. In insurance contracts where the payment of the premium is payable in periods of under three months, and the due dates and the amounts payable are identified in a contractual document, as well as the consequences of the lack of payment of the premium or fraction, the Insurer may choose not to send the respective notification allowed for in the previous number, with the burden of proof of the issue and acceptance, by the Policyholder, of that contractual document falling on the Insurer.

5. Within the terms of the law, the lack of payment of the premium or fraction on the date indicated in the notification mentioned in number 3 or in the contractual document mentioned in the previous number implies the non-renewal or the automatic and immediate resolution of the contract, on the date on which the payment is due.

6. In contracts with a variable premium and in contracts called open policies, the provisions in the Clause <<Variable Premium Contracts and Open Policy Contracts>> are applicable.

7. The lack of payment, on the date indicated in the notification, of an additional premium, provided that this arises from a request of the Policyholder to extend the guarantee, without implying a worsening of the initial risk, will mean that the contract conditions in force prior to the request will be maintained.

8. The receipt is considered to be valid whenever the receipt is delivered to the Policyholder by an entity expressly appointed by the Insurer to receive the respective premium.

ARTICLE 14 ALTERATION OF THE PREMIUM

In the event of an alteration in the Tariff, the Insurer has the right to adjust the premium with effect from the next maturity date of the contract.

However, after being notified, the Policyholder may, during 30 days, resolve the contract by registered notification, or by other means by which there is a written record.

CHAPTER V

OBLIGATIONS OF THE INSURER AND OF THE INSURED PERSON

ARTICLE 15 OBLIGATIONS OF THE INSURER

1. The investigations and surveys necessary to admit the claim and to evaluate the damage should be carried out by the insurer with the appropriate promptness, otherwise it may be held liable for loss and damage.

2. The indemnity should be paid as soon as the investigations and surveys necessary to recognise the claim and to establish the amount of the damage are concluded, notwithstanding payments on account, whenever it is admitted that these should be made.

3. If after 45 (forty five) days, the Insurer, in possession of all the information necessary for the repair of the damage or for the payment of the indemnity agreed, has not fulfilled this obligation, due to an unjustified cause or one which is attributable to it, it will be liable to pay late payment interest at the legal rate in force.

ARTICLE 16 OBLIGATIONS OF THE INSURED PERSON

1. Upon any event which actions the guarantees of this contract the Insured Person, at the risk of being held liable for loss and damage, undertakes to:

- a) Make every effort to avoid worsening the consequences of the accident;
- b) Notify the accident to the Insurer, in writing and within the eight days immediately following its occurrence, indicating the day, time, place, causes, consequences, witnesses and any other information considered relevant;
- c) Up to eight days after the Insured Person has been clinically assisted, send a doctor's declaration, stating the nature and location of the injuries, the diagnosis, the expected number of days of temporary incapacity, as well as an indication of any possible Permanent Disability;
- d) Give notification, up to eight days after verification, of when the injuries are cured, sending a doctor's declaration, which states, besides the date of medical discharge, the number of days during which there was Temporary Incapacity and the percentage of any Permanent Disability;
- e) Deliver, for the reimbursement which may be due, the original documentation and all the supporting documents of the expenses incurred and covered by the contract;
- f) in the case of loss and damage suffered by the luggage, give written notification to the authorities, the hotel, or travel agencies and transporters, presenting a copy of this notification to the Insurer, as well as of the transport ticket used for air or land transport.

2. In the event of an accident, the Insured Person undertakes to:

- a) Follow medical prescriptions, at the risk of the Insurer only covering the consequences of the accident which presumably would have occurred if such prescriptions had been observed;
- b) Subject him/herself to an examination by a doctor appointed by the Insurer, whenever the latter so requires, with the liability of the Insurer ceasing if the Insured does not do so;
- c) Authorise the doctors to provide all of the information requested, at the risk of the liability of the Insurer ceasing.

3. If the Insured Person dies as a result of the accident, as well as the notification of the accident, the death certificate (with the indication of the cause of death) and, when considered necessary, other documents which would clarify the accident and its consequences should be sent to the Insurer.

4. When it is proven that it is impossible for the Insured Person to fulfil any of the obligations set out in this contract, these obligations are transferred to whomever – Policyholder or Beneficiary – may be able to do so.

5. Imprecise or incomplete declarations, as well as reticence or the omission of facts or circumstances which might have influenced the appreciation of the liability to be assumed by the Insurer imply the duty of being held responsible for the loss and damage resulting there from.

6. The Insured Person loses the right to the indemnity if:

- a) s/he, voluntarily and intentionally, aggravates the consequences of the claim;
- b) s/he uses fraud, simulation or any other deceitful means, as well as false documents to justify the claim,
- c) s/he uses bad faith, omits the worsening of the risk or declares it imprecisely, within the terms set out in number 2 of Article 10.

CHAPTER VI

INDEMNITIES

ARTICLE 17

DETERMINATION OF THE AMOUNT OF THE INDEMNITY

1 – REIMBURSEMENT OR PAYMENT OF MEDICAL, PHARMACEUTICAL AND HOSPITALIZATION EXPENSES

1.1 The INSURER will support the costs, to the stipulated amount in the Particular Conditions, of the necessary treatment of the injuries taken, in the terms of the following numbers without prejudice of the exclusions defined in article 5.

1.2 Treatment expenses are understood to be all medical fees charged by the assistant doctor as well as hospitalization costs charged by the hospital, including medicines and nursing care needed as a consequence of the accidente occurred during the Insured event timeframe.

1.3 The reimbursement will be made to who proves to have paid these costs, through the reception of documental evidences.

2- INSURED PERSON “NO SHOW”

The INSURED PERSON must report the claim as soon as possible and send to the insurer all original documents certifying the cause of such claim, as well as the ticket and original receipts of all expenses.

3- PERSONAL LIABILITY

The INSURED PERSON must report in writing and give detailed information about the facts occurred. All documents related to injuries and damage, presented by a 3rd party to the INSURED PERSON must be made available to the INSURER, with the respective name and address of the 3rd party. The INSURED PERSON cannot accept, negotiate or refuse any reimbursement request without the explicit authorization of the INSURER.

CHAPTER VII

SUNDRY PROVISIONS

ARTICLE 18 INDISPUTABILITY

1. The declarations provided by the Policyholder and by the Insured Person, both in the proposal and in the other documents necessary for the appreciation of the proposed risk, serve as the basis for the acceptance and formal realization of the insurance contract, which is indisputable provided that it has been in force during the life of the Insured Person and for two years after the issue date.

2. Omissions and imprecise, incomplete, reticent or false declarations which might have influenced the existence or conditions of the insurance, make the contract null and void, extinguishing the obligations arising therefrom from the time of the respective subscription, regardless of when the Insurer became aware of them.

3. For the purpose of the provisions established in the previous number, if there has been bad faith on the part of the Policyholder or of the Insured Person, the Insurer will have the right to the premiums which may have been paid.

4. Also for the purpose of the provisions established in number 2 of this article, and irrespective of the technical knowledge which may enable the Policyholder or to the Insured Person to correctly evaluate the risk or the extent of the losses caused to the Insurer, the reasonable knowledge which they should normally have concerning the importance or gravity

of any situation which is the object of any false or imprecise declaration within the terms of that number is relevant.

ARTICLE 19 COMMUNICATIONS AND NOTIFICATIONS

1. The communications or notifications of the Policyholder allowed for in this policy are considered to be valid and fully effective if they are sent by registered mail or by other means by which there is a written record, to the registered office of the Insurer or, in the case of an Insurer with its head office abroad, to the address of its head office or branch, according to the case.
2. Communications or notifications sent, within the terms of the previous number, to the address of the representative of an Insurer which is not established in Portugal, are also valid and fully effective in relation to claims covered by this policy.
3. However, an alteration to the address or head office of the Policyholder should be notified to the Insurer within the 30 days following the date on which this took place, by recorded delivery registered letter, at the risk of the communications or notifications which the Insurer may send to the out-of-date address being held to be valid and effective.
4. The communications or notifications of the Insurer allowed for in this policy are considered valid and fully effective if they are sent by registered mail, or by other means by which there is a written record, to the last address of the Policyholder included in the contract, or communicated in the interim within the terms set out in the previous number.

ARTICLE 20 SUBROGATION

1. In relation to treatment, repatriation and funeral expenses, the Insurer is subrogated up to the limit of the amount indemnified, in all the rights, actions and appeals of the Policyholder and of the Insured Person, against third parties responsible for the claim, with the former undertaking to do whatever necessary to implement these rights.
2. The Policyholder and the Insured Person will be liable for losses and damage due to any act which may prevent or prejudice the Insurer's right of subrogation.

ARTICLE 21 APPLICABLE LEGISLATION AND ARBITRATION

1. The law applicable to this contract is Portuguese Law.
2. All divergences which may arise in relation to the application of this insurance contract may be resolved by means of arbitration, within the terms of the law in force.

ARTICLE 22 COURT

The competent court for the resolution of any litigation arising from this contract is one of Lisbon's circle of courts.

ADDITIONAL PROVISIONS

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PERSONAL DATA PROTECTION

The personal data that the Policyholder and Insured provide to the Insurers, whether directly or through an insurance broker or through the professionals that interact with the insured, throughout the insurance relationship, shall be included in digital personal data files that will be duly protected in the name of and to be processed by ERV Portugal, Europäische Reiseversicherung AG, Branch in Portugal, in its legal capacity as the Insurance Firm.

ERV Portugal, Europäische Reiseversicherung AG, Branch in Portugal is expressly and duly authorised to process, for the purposes of the insurance, the data provided at the time of contracting the insurance and that received at any subsequent point as a consequence of the contractual relationship and/or the processing of any claim; said authorisation extends to access to and use of such data by persons who participate in the insured business, including professionals and medical centres that assist in the provision of the health coverage, in order to fulfil the conditions of the contract and provide the corresponding services; such usage and access likewise extends specifically with the purpose of processing/managing claims, to reinsurance and coinsurance entities, which are involved in possible coinsurance and reinsurance operations, and other entities that are involved in management and collection of premiums. Likewise, unless otherwise instructed by the party in whose name the personal data are registered, the Policyholder and Insureds authorise processing and transfer of the abovementioned data for the purposes of fraud prevention and investigation.

The Policyholder authorises ERV Portugal, Europäische Reiseversicherung AG, Branch in Portugal to process the Policyholder's contact details, where such data do not fall within the scope of the Organic Data Protection Act, and to pass on this policy to the insured so that the insured may agree to its terms, and to process the insured's data. In this regard, for the purposes of processing claims or issuing the corresponding invoices and bills, it is possible that the medical centres or professional specialists that are involved in such claims need to communicate the data of a loss/accident or the scope of the same, and to this end, the Policyholder consents to the communication of health data or details on the damage caused to property that may be necessary for the purposes of appraising the value of a loss or paying the corresponding invoices. The insured guarantee that they have all the authorisations required to communicate the personal data of beneficiaries, other insureds or third parties receiving the requested and contracted services, to ERV Portugal, Europäische Reiseversicherung AG, Branch in Portugal.

For the insurance modes that include providing Health Services to the insured, it is hereby expressly recorded that said services will not be provided by the Insurers directly, but by medical professionals or entities with which there are pre-arranged agreements. The insured expressly consents to being contacted by said service providers or to have their data given to

said health entities or professionals with which there are pre-existing agreements, for the purpose of providing said services.

Likewise, the insured is hereby informed of and consents to the possibility that their personal data will be processed with the objective of performing quality and/or satisfaction surveys and that the insured may receive information and commercial offers, including by email, on the products or services provided by the company, by companies in the same corporate Group, or by third companies in the insurance, banking or tourism sectors, or companies in related sectors, and that such data may be used for the creation of consumer profiles. Likewise, you consent to the Company transferring your data with the same purpose to companies within its Group and companies related to the insurance, banking or tourism sectors. If the request for insurance includes the personal data of natural persons other than the insured, the insured must inform such persons of the points set out in the preceding paragraphs. Notwithstanding, if you wish to limit the processing and usage of your data strictly to the contractual purposes of this policy, you may do so by ticking the corresponding box below:

◇ I do not wish to receive any commercial information whatsoever by any means.

◇ I do not wish to receive any commercial information by email.

◇ I do not want my data transferred for commercial purposes.

The Policyholder and Insured may exercise at any time their rights to access, rectify, cancel and oppose inclusion of the personal data recorded in these files, by notifying the Data File Processor, in writing at the address Avenida da Liberdade, 200, 1250-147 Lisbon (Portugal).

CUSTOMER SERVICE

In accordance with law and regulations, this Insurance Firm has a **Customer Service Department**, which will respond to and solve, within a maximum period of twenty days from the date of presentation, any complaints or claims made by the policyholder, the insureds or their beneficiaries, or any affected third parties, that may derive from the application of this insurance contract.

Complaints and claims should be made in writing to the Firm's Customer Services Department, at the address: Avenida da Liberdade, 200, 1250-147 Lisbon (Portugal); or by email to the address: sac.pt@erv.pt

For these purposes, **Complaint** refers to any complaint concerning how the services are provided by the INSURER to the insureds, in the sense of any delays, failure to meet

obligations or respond in due time, or any other inappropriate action or omission perceived in the way the firm works.

Claim refers to the **Claim** presented by the insureds with the intention of reclaiming or being reimbursed for any interest or right, describing specific facts related to actions or omissions of the Company, which, in the claimant's opinion, are detrimental to their interests or rights, in the sense of any breach of contract, transparency standards, safeguarding of customer rights or good practice.

The Policyholder has read and approves the above and expressly accepts the limiting and excluding clauses thereof and those contained in the Policy Schedule and these Terms and Conditions.



ERV PORTUGAL
Europäische Reiseversicherung AG
Branch in Portugal
info@erv.pt

THE POLICYHOLDER