# VIDA CRÉDITO CASA 3.0.

**GENERAL CONDITIONS** 

## Non-binding courtesy translation

This English translation of the Portuguese original General Conditions is a voluntary courtesy translation provided to the customer. In any dispute, the Portuguese original shall prevail.

## **VIDA CRÉDITO CASA 3.0 INSURANCE**

## **GENERAL CONDITIONS**

#### PRELIMINARY ARTICLE

Generali Seguros, S.A., and the Policyholder identified in the Schedule have executed this annually renewable temporary individual life insurance contract, which shall be governed by the General and Special Conditions and by the Schedule of this Policy, according to the statements indicated in the Subscription Form on which it was based, which is an integral part thereof.

#### 1. **DEFINITIONS**

- 1.1. In this Contract, the following terms and expressions will have the meanings set forth below:
  - a) Insurance Company: Generali Seguros, S.A.;
  - b) **Policyholder:** the entity who executes the Contract with the Insurance Company and who is responsible for paying the premiums;
  - c) **Insured/Insured Person(s):** the person(s) subject to the risks which, under the terms agreed upon, are the object of this Contract;
  - d) **Beneficiary:** the entity in favour of which this Contract is executed;
  - e) **Policy:** the document that constitutes the Contract entered into between the Policyholder and the Insurance Company, including the agreed General and Special Conditions, the Schedule, as well as any Addendums to the contract;
  - f) General Conditions: the set of clauses that define and regulate the general and common undertakings inherent to the insurance contract;
  - g) **Special Conditions:** the set of clauses that seek to clarify, complete or specify the provisions contained in the General Conditions;
  - h) **Schedule:** the document containing the provisions that are individual and specific to the Contract and that make it different from any other;
  - i) Addendum: the document containing an amendment to the Contract;
  - j) Premium: amount paid by the Policyholder to the Insurance Company as consideration for the underwritten guarantees;
  - k) **Actuarial Age**: the age of the Insured/Insured Person at the date of commencement of their accession to the Contract or at the date of renewal thereof, plus one (1) year if more than six (6) months have elapsed since the date of the last anniversary.

1.2. Whenever the interpretation of the text allows so, the male form shall encompass the female form and the singular shall encompass the plural and vice-versa.

#### 2. GUARANTEES OF THE CONTRACT

- 2.1. Under the terms of this Contract, the Insurance Company guarantees, in accordance with the provisions of the **Main Death Cover**, the payment of the insured capital indicated in the Schedule of the Policy to the Beneficiaries appointed therein, in case of death of the Insured/Insured Person (or of one of the Insured/Insured Persons, in case the insurance covers two (2) lives) during the term of the Policy.
- 2.2. Apart from the Main Death Cover, this Contract may also guarantee, under the conditions and terms established in the Special Conditions attached to these General Conditions, if underwritten by the Insured/Insured Person and expressly provided for in the Schedule of the Policy, the following Additional Covers:
  - a) Total Permanent Disability (TPD);
  - b) Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) due to illness or accident;
  - c) Serious Illnesses 16 (SI 16);
  - d) Exemption from payment of premiums in case of temporary total disability for work due to accident or illness, Involuntary Unemployment (for employees) or hospitalisation (for the self-employed).
- 2.3. Upon previous communication to the Insurance Company and provided that the Insurance Company expressly accepts it, the Death cover and any underwritten Additional Cover may also be guaranteed as a consequence of an illness or accident caused by political risks and war risks.
- 2.4. If the Insured/Insured Person travels to a geographical area considered to have high political or war risk and s/he intends to cover those risks, the communication referred to in 2.3. addressed to the Insurance Company must be made before the beginning of the trip, under penalty of the request not being considered by the Insurance Company and the cover regarding said trip being suspended.
- 2.5. Where, at the commencement of or during the annuity, the inclusion of the risks referred to in 2.3. is requested, and these are accepted by the Insurance Company, the Policyholder must pay an additional premium.
- 2.6. Political or war risks shall not be in any case accepted if the Insured/Insured Person is, voluntarily or mandatorily, part of the armed forces or similar paramilitary formations and take part in peacekeeping missions abroad, war operations or hostilities of any nature.
- 2.7. Any country in a situation of political and social conflict is considered to be a geographical area of risk.
- 2.8. Without prejudice to the previous paragraphs, the Insured/Insured Person must, prior to the beginning of any travel abroad, report it to the Insurance Company if the duration of the trip is of thirty (30) days or longer, and if the destination is not

within one of the following geographical areas: Europe, Canada, United States of America, Japan and Oceania, under penalty of not being covered.

#### 3. EXCLUDED RISKS

- 3.1. The Death cover provided for under this contract shall take effect regardless of the cause of death, except in the cases where the decease is caused by:
  - a) Intentional acts of which the Policyholder, the Insured/Insured Person or the Beneficiary are material or moral authors or accomplices, causing the triggering of the underwritten covers;
  - b) Suicide of the Insured/Insured Person whenever it occurs within the first (1<sup>st</sup>) year of accession to the Policy or within the first (1<sup>st</sup>) year that follows the date of any increase of the insured capital or the subscription of new guarantees;
  - c) Participation, as passenger or driver, in speed racing, involving vehicles of any nature, motorised or non-motorised, and trainings related thereto;
  - d) Aerostation or aviation risks, unless the Insured/Insured Person (or one of the Insured/Insured Persons, in case the insurance covers two (2) lives) is a passenger in a commercial aircraft for the transport of passengers, duly authorised by the European Commission;
  - e) Direct or indirect consequences of political risks and war risks, namely uprisings, revolutions, hijacking, civil war or war with a foreign country, be it declared or not, insurrection, riots, brawls, terrorism or sabotage as defined in the Portuguese criminal legislation in force, regardless of the place where these events occur and of their interveners, except where said risks are guaranteed under the terms provided for in 2.3.;
  - f) Practice of sports as a professional or within the scope of official championships and trainings related thereto;
  - g) Practice of the following sports:
    - Alpinism, mountaineering and speleology;
    - Air sports, including parachuting, free flight, flight without engine, paragliding, hand-gliding, ultralight flying, sky diving, sky surfing, base jumping, bungee jumping and reverse bungee;
    - Rappel or slide, rafting;
    - Practice of hunting of ferocious animals, bullfighting, submarine hunting and diving;
    - Practice of boxing, full contact martial arts or any type of wrestling.
  - h) Occurrence of nuclear risks;
  - i) Clinical condition stemming directly or indirectly from the abuse of alcohol, toxic drugs, narcotics or psychotropic substances not medically prescribed;

- j) Use of toxic drugs, narcotics or psychotropic substances not medically prescribed. It is considered that the Insured/Insured Person was under the influence of toxic drugs, narcotics or psychotropic substances whenever the presence of any of them is detected in their organism or in any organic fluid for detection tests;
- k) In case of an accident, if the Insured/Insured Person is responsible therefor and has a blood alcohol level over 0.50 g/l;
- The Insurance Company does not cover risks due to situations existing prior to the conclusion of this insurance contract - including an illness or a sequela of an accident, that have been the object of clinical investigation and/or treatment and that are or should have been known to the Insured/Insured Person at the date of completion of the subscription form, as well as the consequences of any injury caused by a treatment unrelated to an illness or an accident covered by this Contract, except where they have been formally reported to and accepted by the Insurance Company, according to the conditions that have been set forth for the purpose.
- 3.2. The risk of death may be extended to the cases provided for in 3.1.(c)(g), as well as to aerostation and aviation risks whenever the Insured/Insured Person is the pilot, according to a special convention set forth with the Insurance Company for the purpose and upon the payment of the respective premium surcharge.
- 3.3. Generali Seguros, S.A., is not obligated to underwrite any cover/risk, nor shall it be liable to pay any claim compensation, or to provide any service or benefit, to the extent that such underwriting, payment of claim compensation or provision of any benefit would expose the Insurer to any sanction, prohibition or restriction under the United Nations Resolutions, or any other economic or trade sanctions, laws or regulations of the European Union, the United States of America and/or Portugal.
  - For purposes of compulsory insurance, the above exclusion of liability only applies in cases where the sanctions are applicable to the Portuguese legal system.
- 3.4. In compliance with international and national standards, as well as good business practices, the Insurer reserves the right to refuse the insurance subscription form or to cancel, unilaterally, the policy and/or freeze the funds/assets if the Policyholder/Insured or any persons associated therewith are included in the international terrorist watch lists. In addition to the provisions in the previous paragraph, in accordance with national and international standards and good business practices, the Insurance Company reserves the right not to perform any operations on a policy that is or is suspected to be related to the practice of crimes of money laundering and/or financing of terrorism.

### 4. INCONTESTABLE CLAUSE

4.1. The Policyholder and the Insured/Insured Person must truthfully state all the facts or circumstances enabling the exact assessment of the risk or that may influence the acceptance of said Contract or the correct determination of the applicable premium, even the circumstances that are not expressly requested in any question

form provided for the purpose by the Insurance Company, all documents necessary to the underwriting of the insurance being part of the initial risk statement.

- 4.2. When analysing the available information, the Insurance Company may make one of the following decisions:
  - a) To declare the unconditional acceptance of the Contract;
  - b) To propose a conditional acceptance or an increase to the premium;
  - c) To communicate the total refusal of the Insurance Subscription Form.

Whenever the Insurance Company, at its discretion, makes a counterproposal with the condition provided for in subparagraph b), the insurance is deemed to be in force only after the Policyholder states s/he accepts the counterproposal in writing.

- 4.3. Without prejudice to the provisions in articles 5 and 6, two (2) years having elapsed since the conclusion of the Contract, the Insurance Company, except in the cases provided for in the paragraph below, cannot avail itself of any omissions or negligent inaccuracies provided by the Policyholder or the Insured/Insured Person on the initial risk statement.
- 4.4. The provisions in the previous paragraph do not apply to the additional covers of Disability or Serious Illnesses, if they have been underwritten.
- 5. WILLFULL NON-COMPLIANCE OMISSIONS OR INACCURACIES BY THE POLICYHOLDER AND/OR THE INSURED/INSURED PERSON
  - 5.1. In the event of fraudulent omissions or inaccuracies in the initial risk statement made by the Policyholder and/or the Insured/Insured Person under the terms and provisions in 4.1., the Contract is cancelled by the Insurance Company upon the sending of a statement to the Policyholder for that purpose within three (3) months of becoming aware of the non-compliance.
  - 5.2. If claims occur, whether before the Insurance Company has become aware of the intentional non-compliance or within the period referred to in the preceding paragraph, they shall not be covered by the Contract.
  - 5.3. Notwithstanding the provisions in the preceding paragraphs, the Insurance Company shall be entitled to the premium due up to the end of the period referred to in 5.1., or, in cases where the Policyholder and/or the Insured/Insured Person intended to secure an advantage, until the end date of the Contract.
- 6. NEGLIGENT NON-COMPLIANCE WITH THE DUTY OF INITIAL RISK STATEMENT OR INACCURACIES BY THE POLICYHOLDER AND/OR THE INSURED/INSURED PERSON
  - 6.1. In the event of negligent omissions or inaccuracies in the initial risk statement made by the Policyholder and by the Insured/Insured Person under the terms and provisions in 5.1., the Insurance Company may:
    - a) Propose a change to the Contract and give a period of at least fourteen (14) days so that the Policyholder and/or the Insured/Insured Person may decide;

- b) Cancel the Contract, in case it is proven that the Insurance Company would have not, in any circumstance, executed the Contract if it had been aware of the omitted or misstated fact.
- 6.2. As defined in the previous paragraph, the Contract ceases to be effective twenty (20) days after receipt of the amendment proposal from the Insurance Company, if the Policyholder or the Insured/Insured Person do not agree to it, or thirty (30) days after the statement of termination provided for in subparagraph (b) above is sent.
- 6.3. In the event of termination of the Contract, the premium is returned taking into account the period of time not yet elapsed until the renewal date.
- 6.4. If, before the cancellation or modification of the Contract, a claim arises and the verification or the consequences thereof have been influenced by a fact in respect of which there were negligent omissions or misstatements, the Insurance Company:
  - Shall cover the claim in the proportion of the difference between the premium paid and the premium that would otherwise be payable at the time of execution of the Contract, if the omitted or misstated fact had been known;
  - Shall not cover the claim, having demonstrated that in no circumstance the Contract would have been executed if the omitted or misstated fact was known to the Insurance Company.
- 6.5. The provisions in the previous paragraphs do not apply to the death cover, if more than two (2) years have elapsed since the conclusion of the Contract.

## 7. COMMENCEMENT, EFFECTIVENESS AND DURATION OF THE CONTRACT

- 7.1. This Contract takes effect at 24:00 hours (12:00 PM) of the date indicated in the Schedule. However, the cover of the risk cannot in any circumstance be granted before 24:00 hours (12:00 PM) of the day immediately after it is accepted by the Insurance Company.
- 7.2. Notwithstanding the above, the cover of the risks guaranteed by this Contract shall be granted only upon the payment of the respective premium or initial instalment thereof.
- 7.3. The Contract is entered into for one (1) year, being tacitly renewed for one-year periods, until the end of the period indicated in the Schedule of the Policy, at most until the age provided for in 11.1.(c) or any age other than that one, provided it is indicated in the Schedule and always without prejudice to the rights of rescission or termination conferred to the parties under the provisions in article 10.

#### 8. WITHDRAWAL

8.1. Where the Contract is entered into for a duration equal to or longer than six (6) months, the Policyholder has thirty (30) days from the receipt of the Policy to be able to withdraw from the Contract without invoking just cause, notwithstanding the provisions in the following paragraph.

- 8.2. The period provided for in the preceding paragraph shall be counted from the date of conclusion of the Contract, provided that the Policyholder at that date has on paper or other durable medium all relevant information that must be included in the Policy.
- 8.3. The withdrawal from the Contract, as defined above, must be communicated to the Insurance Company in writing, on paper or other durable medium available and accessible to the Insurance Company.
- 8.4. The withdrawal from the Contract, as defined above, has a retroactive effect. However, the Insurance Company shall be entitled to:
  - a) The amount of the Premium regarding the period already elapsed, insofar as it has covered the risk;
  - b) The amount of reasonable expenses that the Insurance Company has incurred with medical examinations whenever these amounts are contractually ascribed to the Policyholder.

## 9. AMENDMENTS TO THE CONTRACT

- 9.1. The Policyholder may, at his/her discretion, effective from the date of renewal of the Contract and provided that s/he has informed the Insurance Company in writing at least thirty (30) days in advance, request that amendments be made to the Contract.
- 9.2. Amendments to the conditions of the Contract shall always depend on the acceptance thereof by the Insurance Company, the right being expressly reserved, in case the amendments consist of increasing the value of the guarantees or including new guarantees, to subordinate the acceptance thereof to the favourable results of the clinical analysis/medical exams to be performed by the Insured/Insured Person (or by the Insured/Insured Persons, in case the insurance covers two (2) lives) deemed necessary for the purpose.

Costs related to the performance of the clinical analysis/medical exams shall be borne by the Insurance Company.

### 10. TERMINATION OR RESCISSION OF THE CONTRACT

- 10.1. Notwithstanding the provisions in 18.6., this Contract may be terminated by the Policyholder, at the date of renewal thereof, upon previous communication addressed to the Insurance Company at least thirty (30) days in advance.
- 10.2. The Insurance Company expressly waives the right to rescind the Contract for a period of five (5) annuities, which is automatically and successively extended as of the date of annual renewal. The Insurance Company may rescind the Contract only upon formal notice to the Policyholder at least five (5) years before the date of effectiveness thereof.
- 10.3. The Insurance Company may also rescind the Contract in the cases provided for in the Law, namely as a consequence of:
  - a) Failure to pay the premium, as provided for in article 16;

- b) Fraud or attempted fraud by the Policyholder and/or the Insured/Insured Person, or also by the Beneficiary with their knowledge;
- c) Failure to comply with the contractual obligations undertaken by the Policyholder and/or the Insured/Insured Person essential to the maintenance of the contract under the terms it was accepted.
- 10.4. If the termination or rescission of the Contract occurs according to the aforementioned terms, the Insurance Company shall communicate it to the Beneficiary, where the benefits are considered irrevocable under the terms and provisions in article 18.

#### 11. TERMINATION OF GUARANTEES

- 11.1. The Covers guaranteed under this Contract shall cease to be effective:
  - a) At the date this Contract is rescinded or terminated, under the terms and provisions in article 10;
  - b) At the date of payment of the insured capital in case of Death or under the following Additional Covers:
    - Total Permanent Disability (TPD) due to an accident or illness;
    - Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) due to illness or accident,
    - Serious Illnesses 16 (SI 16).
  - c) At the end of the annuity during which the Insured/Insured Person reaches the age limit of the cover, or any age other than that one, provided it is indicated in the Schedule of the Policy.
- 11.2. Notwithstanding the aforementioned situations, the additional covers of Total Permanent Disability (TPD), Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) and Serious Illnesses 16 (SI16), if underwritten, shall also cease to be effective regarding the Insured/Insured Person at the date one of the following situations occurs:
  - a) Attempted suicide by the Insured/Insured Person;
  - b) Intentional aggravation, by any means, of the degree of disability by the Insured/Insured Person:
  - c) If the Insured/Insured Person takes part in war or police operations or in repressions of terrorist acts, if such risks are guaranteed;
  - d) At the end of the annuity during which the Insured/Insured Person reaches the age of sixty-seven (67), or any age other than that one, provided it is indicated in the Schedule of the Policy.
- 11.3. Without prejudice to the situations referred to above, the additional cover of Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%), if underwritten, shall also cease to be effective at the date the Insured/Insured Person starts receiving an old-age pension or early retirement pension.

- 11.4. The Total Permanent Disability (TPD) cover, if underwritten together with Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%), takes effect as of the annuity following the one during which the Insured/Insured Person reached the age of sixty-seven (67) and shall remain in force up to the maturity of the Policy, at most up to the age limit defined for this cover, that is, seventy-five (75).
- 11.5. In case the insurance covers two (2) lives, these covers shall cease to be effective for the first Insured/Insured Person who reaches the age limit, and shall remain in force for the other Insured/Insured Person while s/he does not reach said age.

## 12. ACCUMULATION OF COVERS

- 12.1. In situations where the insured capital of the Additional Cover is lower than that of the Main Death Cover, the Main Death Cover remains in force with the capital remaining after the deduction of the amount paid in advance under the Additional Cover.
- 12.2. The same illness or accident cannot constitute a cause for payment in more than one cover.
- 12.3. In situations where the insured capital of the covers of Total Permanent Disability (TPD) or Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) is higher than the insured capital of the Additional Cover of Serious Illnesses 16 (SI16), and a similar situation occurs in respect of the additional cover of Serious Illnesses 16 (SI16), the Additional Covers of Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) or Total Permanent Disability (TPD) shall remain in force with the capital remaining after the deduction of the amount paid under said cover.
- 12.4. The provisions in 12.2. and 12.3 are applicable in function of the additional covers underwritten.

#### 13. INSURED CAPITAL

- 13.1. The insured capital guaranteed under this Contract is indicated by the Policyholder and shall not be automatically adjusted, throughout the term of the Contract, in function of the capital outstanding of the loan Contract entered into between the Policyholder and the Mortgage Creditor.
- 13.2. In case of a claim, if the insured capital is, at a given date, higher than the capital owed to the Mortgage Creditor, the surplus amount shall accrue to the Insured/Insured Person(s) in case of Total Permanent Disability (TPD), Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) or Serious Illnesses (SI16), in function of the Additional Covers underwritten and in favour of the Heirs of the Insured/Insured Person(s), in case of Death, in the order determined for legitimate succession, except if the Policyholder has appointed Beneficiaries, notwithstanding the provisions in article 18.
- 13.3. However, the Policyholder may update the capital insured during the annuity, in accordance with the capital outstanding at that date, under the terms and provisions in article 9.

#### 14. PREMIUM OF THE CONTRACT

- 14.1. Premiums due are calculated according to the tariffs in force of the Insurance Company at the date of underwriting, the insured capital, the actuarial age of the Insured/Insured Person, as well as the underwritten guarantees.
- 14.2. The value of the premium shall be adjusted annually, at the date of renewal of the Contract, according to the factors referred to in the previous paragraph.
- 14.3. Legal charges shall be added to the premium.
- 14.4. During the period indicated in paragraph 10.2., the Insurance Company expressly waives its rights to unilaterally:
  - a) Change the value of the predetermined insurance premiums as well as the scope of the guarantees established in the contract, with the exception of cases where both parties agree to change the capitals or the guarantees;
  - b) Reject or refuse to receive the payment of the insurance premiums due within the scope of the contract where said payment has been validly made.

## 15. PAYMENT OF PREMIUMS

- 15.1. The premium, plus legal or contractually defined charges, shall be paid by the Policyholder annually and in advance, according to the provisions in the Schedule.
- 15.2. Where expressly agreed upon in the Schedule, the Insurance Company may authorise the Policyholder to pay the annual premium in several instalments, to which shall be added, in this case, the respective instalment fees.
- 15.3. Regardless of the number of instalments, where applicable, the premium shall be paid by one of the methods agreed upon with the Policyholder, indicated in the Schedule.
- 15.4. The Insurance Company shall give notice, in writing and at least thirty (30) days prior to the date at which the premium or subsequent fraction thereof falls due, to the Policyholder, indicating the date of payment, the amount to be paid, the form of payment, as well as the consequences of non-payment of the premium or fraction thereof.
  - In the cases where payment is due in monthly instalments, the Insurance Company shall give said notice only in situations where the amount of the premium or fraction thereof is changed.
- 15.5. The premium is due up to the end of the annuity during which the Insured/Insured Person (or one of the Insured/Insured Persons, in case the insurance Contract covers two (2) lives) is deceased or where the advance payment of the compensation is made as a consequence of a claim guaranteed by any additional covers underwritten.

## 16. LACK OF PAYMENT OF PREMIUMS

- 16.1. The lack of payment of the premium of subsequent annuities or of any subsequent fraction within the same annuity, where payment is due in instalments, up to the maturity date of each annuity, grants to the Insurance Company the right to rescind the Policy.
- 16.2. The use of the right granted in the previous paragraph is without prejudice to the right of the Insurance Company to receive the premium corresponding to the period of time already elapsed.

## 17. BRINGING THE CONTRACT BACK INTO FORCE

- 17.1. The Policyholder may bring back into force, under the original conditions, a Policy that was rescinded due to lack of payment, within six (6) months from the date of rescission, upon the payment of the outstanding premiums and respective late-payment interest.
- 17.2. The Insurance Company reserves the right to, in this case, subordinate the revalidation of the Policy to the favourable results of a medical exam to the Insured/Insured Person (or to the Insured/Insured Persons, in case the insurance Contract covers two (2) lives). Costs of the medical exams shall be borne by the Policyholder.
- 17.3. Any revalidation requested after the aforementioned period shall give rise to a new Policy, made according to the technical bases in force with the Insurance Company.

## 18. BENEFICIARIES

- 18.1. The Policyholder is entitled to appoint the beneficiaries, according to the guarantees of the contract, only regarding the exceeding part of the insured capital outstanding, as well as to amend at any time the Beneficiary Clause up to the date the Beneficiary becomes entitled to the insured amounts, without prejudice to the provisions in the paragraphs below.
  - Such amendment shall be valid only if the Insurance Company has received the amendment in writing, with the identification data of the Beneficiary, namely, his/her full name, address, and civil and tax identification numbers. If the identification data of the Beneficiary are incorrect or outdated and the Insurance Company is not able to determine his/her identity, the payment of the share pertaining to the Beneficiary shall wait to be claimed by the concerned person.
  - The change of Beneficiary shall give rise to an Addendum.
- 18.2. The provisions in the previous paragraphs shall not apply to cases where the insurance Contract is associated to a loan contract.
- 18.3. Where the Policyholder and the Insured/Insured Person are not the same person, the amendment to the Beneficiary Clause may only be performed upon agreement between and on the initiative of both.
- 18.4. The Beneficiary Clause shall be considered irrevocable from the moment the Beneficiary accepts the benefit, the Policyholder thus being prevented from making any amendments to the Beneficiary Clause.

- 18.5. The waiver by the Policyholder and/or the Insured/Insured Person of their right to make amendments to the Beneficiary Clause, as well as the acceptance of the Beneficiary, must be put in writing in a document whose validity depends on it being effectively sent to the Insurance Company.
- 18.6. If the Beneficiary Clause is irrevocable, the prior agreement by the Beneficiary becomes necessary in order to rescind the contract or to exercise any other right or faculty to make amendments to contractual conditions that impact on the rights of the Beneficiary, except in case of false statements.
- 18.7. If the Beneficiary Clause is irrevocable, the insurance Company shall inform both the Beneficiary and the Policyholder about the lack of payment of the premium and its consequences.
  - The Beneficiary may substitute him/herself for the Policyholder in the payment of the premium.
- 18.8. The Beneficiary shall become entitled to take the place of the Policyholder, in case the latter is deceased, provided that the Policyholder had previously informed the Insurance Company in writing, and the Insured/Insured Person had given his/her consent in writing.

## 19. OBLIGATIONS OF THE INSURED/INSURED PERSON AND/OR OF THE BENEFICIARY IN CASE OF A CLAIM

- 19.1. The occurrence of a claim guaranteed under the main cover Death of the Insured Person must be reported to the Insurance Company by the Policyholder (if s/he is not the Insured Person) or by the Beneficiary(ies) within the maximum period of eight (8) days immediately after they have become aware thereof, together with the specifics of the circumstances of the claim, namely the causes of death of the Insured Person, confirmed by a death certificate and, in case of violent death, an autopsy report and the police report as well as any other relevant documents they have access to, issued by official authorities.
- 19.2. The Beneficiaries must produce to the Insurance Company documents to prove their capacity as well as the identification of the Insured Person. If no Beneficiary has been appointed in the policy, the certificate of inheritance must be produced.
- 19.3. If a situation occurs which is guaranteed by an Additional Cover, notwithstanding the provisions in the respective Special Conditions, and provided that it has been underwritten, the Insured/Insured Person must send to the Insurance Company a statement from the treating physician indicating the onset, causes, nature and evolution of the health condition or disability within the maximum period of sixty (60) days from the confirmation thereof.
- 19.4. As a complement to the provisions in the previous paragraph, where justifiable in order to correctly determine the circumstances of the claim, the Insurance Company reserves the right to require any additional justification and to proceed to the investigations it deems convenient in order to determine the exact state of health of the Insured/Insured Person, having him/her examined by its physicians at its discretion, any costs arising therefrom being borne by the Insurance Company.

- 19.5. For the purpose of the previous paragraphs, upon the underwriting of the Insurance Contract, the Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim.
- 19.6. Premiums due under the Contract concerning the period between the fact determining the situation of Permanent Disability for the Profession or Compatible Activity or Total Permanent Disability, if underwritten, and the decision by the Insurance Company regarding the circumstances of the claim, must continue to be paid by the Policyholder to the Insurance Company.
- 19.7. The documents to be produced and the term for the payment of the insured benefits, where applicable, are indicated in the respective Special Conditions.
- 19.8. Where the Insurance Contract guarantees two (2) Insured Persons (two-person type of insurance), any reference in the previous paragraphs to the Insured Person must be considered extendable and applicable to both Insured Persons.
- 19.9. Non-compliance by the Beneficiary or the Insured/Insured Person with the provisions in the previous paragraphs, as well as deliberate and willing provision of incorrect information to the Insurance Company, may give rise to the loss of the right to the insured amounts or to the suspension of the covers.

#### 20. PAYMENT OF INSURED AMOUNTS BY THE INSURANCE COMPANY

- 20.1. After the claim for Death, Disability or Serious Illness has been reported, and after all additional documents have been produced, that may possibly be requested by the Insurance Company, according to the previous article, the Insurance Company undertakes to inform the Insured/Insured Person and/or the Beneficiary, within the maximum period of thirty (30) days whether or not it considers that said claim is guaranteed under the Contract.
- 20.2. If the circumstances of the death of the Insured Person so justify, under the terms of the authorisation granted by the Insured Person, the Insurance Company may request from police or judicial authorities or healthcare providers the delivery of additional documents shedding some more light on the causes of death or a medical certificate indicating the causes, evolution and circumstances of the decease.
- 20.3. If the insured capital in case of death, disability or serious illness is due:
  - a) The insured amounts shall be paid to the appointed Beneficiary as at the date of the Decease or Disability of the Insured/Insured Person;
  - b) If no Beneficiary has been appointed and in case of death of the Insured/Insured Person, the insured amounts shall be paid to the Heirs of the Insured/Insured Person in the order determined for legitimate succession under the terms of article 2133(1)(a)-(d) of the Civil Code;
  - c) In case the Beneficiary is deceased before the Insured/Insured Person, the insured amounts shall be paid to the Heirs of the Insured/Insured Person, according to the rules set forth in subparagraph a);

- d) In case the Beneficiary is deceased before the Insured/Insured Person, if the revocation of the Beneficiary Clause was waived or if the benefit was accepted by the Beneficiary, the insured amounts shall be paid to the Heirs of the Insured/Insured Person, according to the rules set forth in subparagraph a);
- e) In case the Insured/Insured Person and the Beneficiary are simultaneously deceased, the insured amounts shall be paid to the Heirs of the Beneficiary, according to the rules set forth in subparagraph a);
- f) If at the date of payment of the benefits the Beneficiary is a minor, the insured amounts shall be channelled to a capitalisation insurance, in favour of the Beneficiary, which shall have the following characteristics:
  - The minimum duration of the insurance Contract shall correspond to the number of years until the Beneficiary reaches full age;
  - ii. The Beneficiary is irremovable and cannot be replaced;
  - iii. The insured capitals cannot be redeemed by the Beneficiary until s/he reaches full age or, before that date, in case of judicial order;
  - iv. The Insurance Company is responsible for choosing the most adequate insurance on a case by case basis.
- 20.4. There being differences between the date(s) of birth stated by the Insured/Insured Person(s) in the insurance subscription form and the one(s) in the identification document(s), the insured amounts shall be corrected accordingly, in function of the premiums paid, taking into account the exact age and the tariffs in force at the date the Policy was issued.
- 20.5. If the insured capital for **Permanent Disability for the Profession or Compatible Activity or Total Permanent Disability** is due, it shall be determined taking into account the following aspects:
  - a) If the Disability caused by an illness or accident is aggravated or arises from a physical defect that the Insured/Insured Person already had when s/he was included in the Insurance, the responsibility of the Insurance Company cannot exceed the one it would have if the illness or accident had affected a person without such physical defect, notwithstanding the voidability of the Life Insurance due to false statements about the state of health of the Insured/Insured Person, if that is the case;
  - b) The score reduction corresponding to the physical defects the Insured/Insured Person had at the date of conclusion of the Insurance Contract shall not be taken into account for the determination of the score reduction to be ascribed under this guarantee.

## 21. PROFIT SHARING

This Contract does not provide for any Profit Sharing.

## 22. DOMICILE

For the purpose of this Contract, the domicile of the Policyholder and of the Insured/Insured Person shall be the one indicated in the Schedule or, in case of change, any other that has been communicated to the Insurance Company in writing.

If the Policyholder is based outside Portugal, s/he must indicate a domicile in Portuguese territory for the purpose of this Contract.

## 23. COMMUNICATIONS AND NOTICES BETWEEN THE PARTIES

- 23.1. Communications or notices provided for in this Policy shall be in written form or be provided by durable medium, to the last address of the Policyholder indicated in the contract or to the registered office of the Insurance Company.
- 23.2. Any change to the address or registered office of the Policyholder or of the Insured/Insured Person, if different, must be communicated to the Insurance Company within thirty (30) days following the date at which it occurs, otherwise the communications or notifications the Insurance Company may perform to the outdated address shall be deemed valid and effective.

#### 24. LEGISLATION AND VENUE

- 24.1. This contract is governed by Portuguese law.
- 24.2. In cases not covered by this Contract, the applicable legislation shall apply.
- 24.3. The competent venue for the settlement of any disputes arising from this Contract is the one established by civil law.
- 24.4. In case of dispute, the parties may resort to the means of dispute settlement provided for in the law.
- 24.5. Upon subscription, the Policyholder shall be informed of the legal framework in force at that date, concerning income tax, inheritance tax and others. Any encumbrances or fees arising from any amendments to said legal framework shall not fall on the Insurance Company.

#### 25. TERRITORIAL SCOPE

Except where otherwise provided for in the Schedule and without prejudice to the provisions in article 2, this Contract is effective regarding any event covered by this Policy anywhere in the world.

## 26. COMPLAINT MANAGEMENT

Any clarification requests or complaints must be put in writing and sent directly to the Insurance Company or through the Intermediary assisting the Insurance Company.

Furthermore, the Insurance Company has an organic unit which is responsible for complaint management and to which you may address any questions related to this Contract.

In case of a dispute with the Insurance Company, the Policyholder and/or the Insured/Insured Person may also file a complaint through the respective website at www.tranquilidade.pt, in the complaints book, resort to the Customers' Ombudsman under the terms set forth in the regulations, as well as request the intervention of the *Autoridade de Supervisão de Seguros* e *Fundos de Pensões* (www.asf.com.pt), notwithstanding the possibility of resorting to arbitration or to courts, according to the legal provisions in force.

For further information about the complaint management process in force with the Insurance Company, namely where to file your complaints, minimum content, response time and identification of the appointed Customers' Ombudsman, the Policyholder and/or the Insured/Insured Person must consult the "Policy of Costumer Treatment", available at the website at www.tranquilidade.pt.

## SPECIAL CONDITIONS - ADDITIONAL COVER

If underwritten by the Policyholder and expressly provided for in the Schedule of the Policy, the following Special Conditions shall apply to this insurance Contract.

## ADDITIONAL COVER TOTAL PERMANENT DISABILITY (TPD)

## 1. SCOPE OF COVER

- 1.1. Where expressly provided for in the Schedule of the Policy, through this Contract, as a complement to the Main Death Cover, situations of Total Permanent Disability (TPD) due to illness or accident may also be guaranteed.
- 1.2. For the purpose of this cover, the Insured/Insured Person is considered to be in a situation of total permanent disability if, as a consequence of an illness or accident, the following requirements are cumulatively and simultaneously met:
  - a) S/he is totally and permanently incapable of performing any remunerated activity;
  - b) S/he must resort to the permanent assistance of a third party in order to perform any everyday tasks, and,
  - c) Displays a degree of disability equal to or higher than 85%, according to the "National Table of Disabilities due to Occupational Accidents and Illnesses" officially in force upon the acknowledgement of the disability.
- 1.3. For the purpose of subparagraph b), everyday tasks are considered to be:
  - Washing/bathing, that is, performing all acts necessary to the maintenance of an adequate level of hygiene;
  - Feeding, that is, eating meals prepared and served at the table;
  - Dressing and undressing, taking into account the clothes usually worn;
  - Moving around the habitual residence.
- 1.4. If the Insured/Insured Person is in a situation of total permanent disability, under the aforementioned terms, the Insurance Company shall proceed to the early payment of the capital guaranteed for the Death cover indicated in the Schedule of the Policy.

### 2. CONDITIONS OF OPERATION OF THE COVER

- 2.1. For the functioning of this guarantee, we do not consider the disability pension or the classification as Greatly Disabled granted by Social Security or any other optional or mandatory scheme replacing or complementing it.
- 2.2. In order to be acknowledged as total permanent disability, it must be verified and acknowledged by a physician of the Insurance Company, based on objective medical criteria, said acknowledgement prevailing over any opinions or decisions issued by Social Security, Caixa Geral de Aposentações or any other optional or mandatory scheme replacing or complementing it. In the absence of an agreement,

- recourse may be had to arbitration, according to the legal provisions in force, or to a Court of Law.
- 2.3. Without prejudice to the provisions in the following paragraph, the Additional Cover of Total Permanent Disability shall apply only if it is acknowledged during the term of the Policy and prior to the end of the annuity where the Insured/Insured Person reaches the age limit for the insurance provided for in the contract.
- 2.4. Where under the terms of this Contract two (2) Insured/Insured Persons are guaranteed (in case the insurance covers two (2) lives), the verification of a situation of total permanent disability regarding one of the Insured/Insured Persons shall imply the termination of the Contract regarding the other Insured/Insured Person.
- 2.5. If a disability due to an accident is aggravated or arises from a physical defect that the Insured/Insured Person already had when s/he was included in this additional cover, the responsibility of the Insurance Company cannot exceed the one it would have if the accident had affected a person without such physical defect.
- 2.6. The score reduction corresponding to the physical defects the Insured/Insured Person had at the date of commencement of this additional cover shall not be taken into account for the determination of the score reduction to be ascribed under this cover.

#### 3. DEMAND FOR PAYMENT OF THE INSURED CAPITAL

If the situation of total permanent disability is acknowledged by the physician of the Insurance Company, the payment of the insured capital shall be provided to the Beneficiary under the terms of article 20 of the General Conditions. The acknowledgement of the situation of disability, taking into account its effective confirmation or regression, from a clinical point of view, shall not happen until three (3) months have elapsed since the date the disability is reported to the Insurance Company.

## 4. JUSTIFICATION AND ACKNOWLEDGEMENT OF THE RIGHT TO THE INSURED AMOUNTS

- 4.1. In case of disability, without prejudice to the remaining obligations provided for in article 19 of the General Conditions, the Policyholder and/or the Beneficiary indicated in the Schedule must:
  - a) Send to the Insurance Company, within sixty (60) days following the confirmation of total permanent disability, a statement from the treating physician, for the account of the Policyholder or the Insured/Insured Person, indicating the onset, causes, nature and evolution of the disability;
  - b) Attach an exact description of the activity performed by the Insured/Insured Person before the disability.
- 4.2. The Insurance Company reserves the right to require any additional justification and to proceed to the investigations it deems convenient in order to determine the exact state of health of the Insured/Insured Person, having him/her examined by its

- physicians at its discretion. In this case, any costs arising therefrom shall be borne by the Insurance Company, and the Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim.
- 4.3. The non-compliance by the Policyholder and/or the Beneficiary with the provisions in 4.1. and 4.2. implies their accountability for loss and damage arising therefrom or the suspension of this cover during the period of non-compliance.
- 4.4. The lack of truthfulness in the information provided to the Insurance Company implies the loss of the right to the insured amounts.
- 4.5. In case of dispute, the parties may resort to the means of dispute settlement provided for in the law.
- 4.6. While disputes are being settled, the premiums and premium surcharges regarding the Death cover, as well as the premiums and premium surcharges regarding the disability cover, that may fall due during the discussions, must be paid to the Insurance Company. If the Insurance Company loses the dispute, it shall return the amounts received and pay, if that is the case, the amounts due plus interest of 1% per year, counted from the end of the period indicated in article 3 of this Special Condition.

#### 5. EXCLUDED RISKS

Apart from the situations provided for in article 3 of the General Conditions, applicable *mutatis mutandis* to this cover, this cover shall not guarantee as well claims arising:

a) directly or indirectly from an action of which the Insured/Insured Person is the author or an accomplice, as well as his/her attempted suicide.

## 6. TERMINATION OF THE COVER

- 6.1. In addition to the situations provided for in article 11 of the General Conditions, the Additional Cover of Total Permanent Disability (TPD), if underwritten, shall also cease to be effective if one of the following situations occur:
  - a) Attempted suicide by the Insured/Insured Person;
  - b) Intentional aggravation, by any means, of the degree of disability by the Insured/Insured Person:
  - c) If the Insured/Insured Person takes part in war or police operations or in repressions of terrorist acts;
  - d) At the end of the annuity during which the Insured/Insured Person reaches the age of seventy-five (75) or any other age limit, provided it is indicated in the Schedule of the Policy;
  - e) Payment of the Insured Capital under this cover.
- 6.2. In case the Contract covers two (2) lives, the cover shall cease to be effective at the date one of the Insured/Insured Persons reaches the age referred to in 6.1.(d), and

shall remain in force for the other Insured/Insured Person while s/he does not reach said age.

## ADDITIONAL COVER PERMANENT DISABILITY FOR THE PROFESSION OR COMPATIBLE ACTIVITY (PDPCA of 60% and 65%)

#### 1. SCOPE OF COVER

If underwritten by the Policyholder and where expressly provided for in the Schedule of the Policy, through this Contract, as a complement to the Main Death Cover, situations of permanent disability for the profession or compatible activity due to illness or accident may also be guaranteed.

If the Insured/Insured Person is in a situation of permanent disability for the profession or compatible activity, the Insurance Company shall proceed to the early payment of the capital established for this cover indicated in the Schedule of the Policy.

## 2. **DEFINITIONS**

For the purpose of this cover, the following terms and expressions will have the meanings set forth below:

- 2.1. **Accident:** Any sudden, abnormal and fortuitous event, beyond the control of the Insured/Insured Person, occurred during the term of the Contract, causing him/her to sustain bodily injuries.
- 2.2. Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%): The Insured/Insured Person is in a situation of permanent disability for the profession or compatible activity where, as a consequence of an illness or accident, s/he is totally and permanently incapable of exercising his/her profession or performing any other lucrative activity according to his/her knowledge and skills, and besides that, where s/he displays a degree of disability of 60% or 65%, as per the option underwritten by the Policyholder and duly expressed in the Schedule, in accordance with the "National Table of Disabilities due to Occupational Accidents and Illnesses" officially in force upon the acknowledgement of the disability.

## 3. CONDITIONS OF OPERATION OF THE COVER

- 3.1. For the functioning of this guarantee, we do not consider the disability pension or the classification as Greatly Disabled granted by Social Security or any other optional or mandatory scheme replacing or complementing it.
- 3.2. In order to be acknowledged as permanent disability for the profession or compatible activity, it must be verified and acknowledged by a physician of the Insurance Company, based on objective medical criteria, said acknowledgement prevailing over any opinions or decisions issued by Social Security, *Caixa Geral de Aposentações* or any other optional or mandatory scheme replacing or

- complementing it. In the absence of an agreement, recourse may be had to arbitration, according to the legal provisions in force, or to a Court of Law.
- 3.3. Without prejudice to the provisions in the following paragraph, the additional cover of Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%) shall apply only if it is acknowledged during the term of the Policy and prior to the end of the annuity where the Insured/Insured Person reaches the age of sixty-seven (67).
- 3.4. Where under the terms of this Contract two (2) Insured/Insured Persons are guaranteed (in case the insurance covers two (2) lives), the verification of a situation of permanent disability for the profession or compatible activity regarding one of the Insured/Insured Persons shall imply the termination of the Contract regarding the other Insured/Insured Person.

## 4. DEMAND FOR PAYMENT OF THE INSURED CAPITAL

If the situation of permanent disability for the profession or compatible activity is acknowledged by the physician of the Insurance Company, the payment of the insured capital shall be provided to the Beneficiary under the terms of article 20 of the General Conditions. The acknowledgement of the situation of Disability, taking into account its effective confirmation or regression, from a clinical point of view, shall not happen until three (3) months have elapsed since the date the Disability is reported to the Insurance Company, this period being extended for two (2) years in cases or mental illness or psychic disorders.

## 5. JUSTIFICATION AND ACKNOWLEDGEMENT OF THE RIGHT TO THE INSURED AMOUNTS

- 5.1. In case of Disability, without prejudice to the remaining obligations provided for in article 19 of the General Conditions, the Policyholder and/or the Beneficiary indicated in the Schedule must:
  - a) Send to the Insurance Company, within sixty (60) days following the confirmation of permanent disability for the profession or compatible activity, a statement from the treating physician, for the account of the Policyholder or the Insured/Insured Person, indicating the onset, causes, nature and evolution of the disability;
  - b) Attach an exact description of the activity performed by the Insured/Insured Person before the disability.
- 5.2. The Insurance Company reserves the right to require any additional justification and to proceed to the investigations it deems convenient in order to determine the exact state of health of the Insured/Insured Person, having him/her examined by its physicians at its discretion. In this case, any costs arising therefrom shall be borne by the Insurance Company, and the Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim.

- 5.3. The non-compliance by the Policyholder and/or the Beneficiary with the provisions in 5.1. and 5.2. implies their accountability for loss and damage arising therefrom or the suspension of this cover during the period of non-compliance
- 5.4. The lack of truthfulness in the information provided to the Insurance Company implies the loss of the right to the insured amounts.
- 5.5. In case of dispute, the parties may resort to the means of dispute settlement provided for in the law.
- 5.6. While disputes are being settled, the premiums and premium surcharges regarding the Death cover, as well as the premiums and premium surcharges regarding the disability cover, that may fall due during the discussions, must be paid to the Insurance Company. If the Insurance Company loses the dispute, it shall return the amounts received and pay, if that is the case, the amounts due plus interest of 1% per year, counted from the end of the period indicated in article 4 of this Special Condition.

#### 6. EXCLUDED RISKS

Apart from the situations provided for in article 3 of the General Conditions, applicable *mutatis mutandis* to this cover, this cover shall not guarantee as well claims arising:

- a) Directly or indirectly from actions and the consequences of an illness or accident intentionally caused by the Insured/Insured Person or performed with their assistance, as well as his/her attempted suicide;
- b) From an accident, if the Insured/Insured Person is responsible therefor and has a blood alcohol level over 0.50 g/l, or if s/he used toxic drugs, narcotics or psychotropic substances not medically prescribed. It is considered that the Insured/Insured Person was under the influence of toxic drugs, narcotics or psychotropic substances whenever the presence of any of them is detected in his/her organism or in any organic fluid for detection tests.

## 7. TERMINATION OF THE COVER

In addition to the situations provided for in article 11 of the General Conditions, the Additional Cover of Permanent Disability for the Profession or Compatible Activity (PDPCA of 60% or 65%), if underwritten, shall also cease to be effective if one of the following situations occur:

- a) Attempted suicide by the Insured/Insured Person;
- b) Intentional aggravation, by any means, of the degree of disability by the Insured/Insured Person;
- c) If the Insured/Insured Person takes part in war or police operations or in repressions of terrorist acts;
- d) At the end of the annuity during which the Insured/Insured Person reaches the age of sixty-seven (67) or any age other than that, provided it is indicated in the Schedule of the Policy. In case the insurance covers two (2) lives, the cover shall cease to be

effective at the date one of the Insured/Insured Persons reaches the aforementioned age, and shall remain in force for the other Insured/Insured Person while s/he does not reach said age;

e) At the date the Insured/Insured Person starts receiving an old-age pension, preretirement or early retirement pension.

## **ADDITIONAL COVER SERIOUS ILLNESSES 16 (SI 16)**

## 1. SCOPE OF COVER

Where expressly provided for in the Schedule of the Policy, through this Contract, as a complement to the Main Death Cover, situations of serious illnesses may also be guaranteed.

## 2. GUARANTEES

- 2.1. If the Insured/Insured Person comes to suffer from one of the serious illnesses listed in the following subparagraphs, provided they are indicated in the Schedule of the Policy, the Insurance Company guarantees the payment of the underwritten capital determined in the Schedule of the Policy. The guarantees of this Additional Cover shall apply only if the serious illness is medically confirmed during the term of the Schedule and prior to the end of the annuity where the Insured/Insured Person reaches the age of sixty-five (65).
- 2.2. Where under the terms of this cover two (2) Insured/Insured Persons are guaranteed (in case the insurance covers two (2) lives), the verification of a situation of serious illness regarding one of the Insured/Insured Persons shall imply the termination of the Contract regarding the other Insured/Insured Person.

## 3. **DEFINITIONS**

Under this Contract, the Serious Illnesses are the following:

## a) Stroke

Any stroke causing permanent and irreversible neurological sequelae. It includes brain haemorrhage and cerebral embolism of an extracranial nature. The diagnosis must be confirmed by a medical specialist and attested by typical clinical symptoms, apart from the results of a CAT scan (computerised axial tomography) and of an MRI (magnetic resonance imaging) of the brain.

The neurological impairment must be clinically documented for a period of at least three (3) months.

#### **Exclusions:**

- Transient ischemic attack (TIA);
- Traumatic brain injuries;
- Neurological deficits due to general hypoxia, infection, inflammatory disease or migraine;

Lacunar infarcts without neurological deficit.

## b) Cancer

Disease that manifests itself through the presence of a malignant tumour characterised by an uncontrolled growth of malignant cells and by the invasion of tissues.

## The diagnosis must be evidenced by a clearly defined histology exam.

The term "cancer" includes leukaemias and malignant diseases of the lymphatic system, such as Hodgkin's lymphoma.

#### **Exclusions:**

- Pre-malignant tumours;
- Any stage of CIN (cervical intraepithelial neoplasia);
- Non-invasive tumours (cancer in situ);
- Stage 1 prostate cancer (T1a, 1b, 1c);
- Basal-cell carcinoma and squamous-cell carcinoma;
- Stage IA malignant melanoma (T1a, 1b, 1c);
- Any malignant tumour in the presence of any immunodeficiency virus.

## c) Coronary Artery Bypass Surgery (two (2) or more)

The performance of an open-heart surgery in order to correct two (2) or more blocked coronary arteries, through coronary bypass (CABG - Coronary Artery By-pass Graft). The need for such a surgery must be evidenced by means of a coronary angiography and the performance of the surgery must be confirmed by a medical specialist.

## **Exclusions:**

- Angioplasty;
- Any other intra-arterial procedure;
- Surgery by minimal thoracotomy.

## d) Surgery for Aortic Disease

The performance of a surgery for chronic aortic disease requiring the surgical excision and replacement of the aorta with a graft. The concept of aorta includes the thoracic and the abdominal aorta, but not its branches. The performance of aortic surgery must be confirmed by a medical specialist.

## e) Coma

State of complete unconsciousness, without reaction or response to external stimuli or internal needs, persisting continuously for at least ninety-six (96) hours, giving rise to permanent neurological damage. The diagnosis must be confirmed by a medical specialist and through an accredited hospital report.

The neurological deficit must be clinically documented for a period of at least three (3) months. During the period of unconsciousness, life-support means must have been used, including assisted respiration.

#### **Exclusions:**

- Coma caused by alcohol or drug abuse is not covered.

## f) Alzheimer's Disease

Unequivocal diagnosis of Alzheimer's Disease (presenile dementia) before the age of sixty-five (65), confirmed by a medical specialist and attested by cognitive and neuroradiology exams (e.g., CT scan, MRI and PET scan of the brain). The disease must give rise to a permanent incapacity of performing independently three (3) or more everyday tasks - bathing (being able to take an immersion or shower bath without the assistance of third parties), dressing (being able to dress and undress usual clothes, including any prostheses or orthoses, without the assistance of third parties), personal hygiene (being able to use the bathroom sink and to maintain a reasonable level of hygiene, such as dental hygiene, grooming, shaving and cleaning the excretory organs without the assistance of third parties), mobility (being able to move around the place of residence, on level surfaces, without the assistance of third parties), continence (being able to control the functioning of the intestines and/or bladder (being unable to control one of these functions implying the regular use of diapers or other kind of absorbent shall be considered as incontinence)), eating/drinking (the need to ingest solid and liquid food, prepared and served, necessary for nourishment, including being able to drink through a straw or using other adapted utensils, without the assistance of third parties), or give rise to the need for supervision and the permanent presence of special care by third parties, due to the disease. This condition must be clinically documented for a period of at least three (3) months.

## g) Parkinson's Disease

Unequivocal diagnosis of idiopathic or primary Parkinson's disease before the age of sixty-five (65), which must be confirmed by a medical specialist. The disease must give rise to a permanent incapacity of performing independently three (3) or more everyday tasks - bathing (being able to take an immersion or shower bath without the assistance of third parties), dressing (being able to dress and undress usual clothes, including any prostheses or orthoses, without the assistance of third parties), personal hygiene (being able to use the bathroom sink and to maintain a reasonable level of hygiene, such as dental hygiene, grooming, shaving and cleaning the excretory organs without the assistance of third parties), mobility (being able to move around the place of residence, on level surfaces, without the assistance of third parties), continence (being able to control the functioning of the intestines and/or bladder (being unable to control one of these functions implying the regular use of diapers or other kind of absorbent shall be considered as incontinence)), eating/drinking (the need to ingest solid and liquid food, prepared and served, necessary for nourishment, including being able to drink through a straw or using other adapted utensils, without the assistance of third parties), or result in being permanently bedridden and unable to get up without external assistance. This condition must be clinically documented for a period of at least three (3) months.

## **Exclusions:**

- All other types of Parkinsonism that are not idiopathic or primary.

## h) Myocardial Infarction

Death of a part of the cardiac muscle following insufficient blood flow to that specific area. This necrosis must be recent and the diagnosis must be confirmed by a medical specialist and clearly attested through all the below-mentioned criteria:

- a) History of typical thoracic pain (precordialgia);
- b) Recent electrocardiographic changes, specific to myocardial infarction;
- c) Elevation of cardiac enzymes specific to infarction, troponins or other biochemical markers.

## **Exclusions:**

- Silent myocardial infarction;
- Other acute coronary syndromes (for example, stable or unstable angina pectoris);
- Non ST-segment elevation myocardial infarction, only with troponin I or T elevation.

## i) Multiple Sclerosis

**Unequivocal diagnosis of Multiple Sclerosis attested by a neurologist.** The illness must be evidenced by typical clinical symptoms of demyelination and impairment of motor and sensory functions, as well as by MRI results.

In order to confirm the diagnosis, the Insured/Insured Person must display neurological anomalies that have endured for an ongoing period of at least six (6) months, or must have had at least two (2) clinically documented episodes with an interval of at least one (1) month in between, or at least one clinically documented episode together with characteristic findings in the cerebrospinal fluid, as well as specific brain injuries detected by the MRI.

## j) Renal Failure

Final stage of renal disease characterised by a chronic and irreversible failure of the function of both kidneys, giving rise to the need for regular renal dialysis (haemodialysis or peritoneal dialysis) or giving rise to the need for kidney transplant. **The diagnosis must be confirmed by a medical specialist.** 

## k) Paralysis

Total irreversible loss of the use of two (2) or more limbs due to paralysis caused by an accident or illness of the spinal cord. This condition must be clinically documented by a medical specialist and must persist for at least three (3) months.

#### **Exclusions:**

Paralysis due to the Guillain-Barré syndrome.

## I) Loss of Speech

Total irreversible loss of the ability to speak due to an injury or disease of the vocal chords. This situation must be confirmed by a medical specialist and clinically documented

for a period of at least six (6) months. Psychogenic loss of speech is excluded from this cover.

## m) Vision Loss

Total, permanent and irreversible loss of vision in both eyes, as a result of an illness or accident. The diagnosis must be confirmed by an ophthalmologist and evidenced by the results of specific supplementary diagnostic tests.

## n) Severe Burns

Third-degree burns on at least 20% of total body surface area. The diagnosis must be confirmed by a medical specialist and clinically attested by specific results through the Lund and Browder method or by means of an equivalent burn-area calculator.

## o) Heart Valve Replacement and Repair

Open-heart valvuloplasty, valvotomy or replacement of one or more heart valves. This includes aortic, mitral, pulmonary or tricuspid valve surgery due to stenosis or failure or to a combination of both. The performance of the valve replacement surgery must be confirmed by a medical specialist.

## p) Vital Organ Transplant

The performance of an organ transplant in which the Insured/Insured Person is the recipient of any of the following organs: Heart, Lung, Liver, Pancreas, Kidney, Small intestine or Bone Marrow. The performance of the transplant must be confirmed by a medical specialist.

## 4. WAITING PERIOD

The capital in case of a serious illness shall be paid only if the illness manifests after a waiting period of ninety (90) days elapses, counted from the date of commencement of the cover.

## 5. JUSTIFICATION AND ACKNOWLEDGEMENT OF THE RIGHT TO THE INSURED AMOUNTS

- a) In case of a serious illness, the Insured/Insured Person must send to the Insurance Company a report from the treating physician, after the precise and detailed diagnosis of the serious illness, describing his/her medical history and mentioning the date of the first symptoms. This statement, for the account of the Insured/Insured Person, must be sent to the Insurance Company within sixty (60) days following the diagnosis of the illness;
- b) The serious illness must manifest during the term of the Contract and/or during the period in which this cover is in force regarding the Insured/Insured Person;
- c) Upon the subscription of the insurance Contract, the Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company all medical information regarding the reported claim;

- d) The non-compliance by the Beneficiary or the Insured/Insured Person with the provisions in a), b) and c), as well as the lack of truthfulness in the information provided to the Insurance Company may imply the loss of the right to the insured amounts or the suspension of this cover during the period of non-compliance;
- e) The Insurance Company may proceed, at its discretion, to the investigations it deems necessary regarding the Insured/Insured Person in order to determine his/her real state of health or about the declared illness. Except in cases of force majeure, refusing the Insurance Company free access shall imply the suspension of the Guarantee. The Insured/Insured Person must authorise his/her treating physician to provide, on a confidential basis, to the physician representing the Insurance Company any medical information regarding the reported claim;
- f) Within the scope of this Additional Cover, after the diagnosis has been reported and after all additional documents have been produced, that may possibly be requested by the Insurance Company, the Insurance Company undertakes to inform the Insured/Insured Person and/or the Beneficiary, within the maximum period of thirty (30) days whether or not it considers that said claim is guaranteed under the Contract;
- g) In case of dispute, the parties may resort to the means of dispute settlement provided for in the law:
- h) The premiums and premium surcharges regarding the Main Insurance, as well as the premiums and premium surcharges regarding the Serious Illnesses 16 (SI 16) Additional Insurance, that may fall due during the discussions, must be paid to the Insurance Company. If it is decided that the serious illness must be acknowledged under the terms and provisions in these Special Conditions, the Insurance Company shall return the received amounts.

## 6. EXCLUDED RISKS

Apart from the situations provided for in article 3 of the General Conditions, this Additional Insurance shall not guarantee as well serious illnesses arising from:

- a) Illnesses predating the acceptance of the insurance;
- b) All secondary illnesses or tumours associated to the acquired immunodeficiency syndrome or correlated thereto;
- c) Wounds or injuries caused by acts of hijacking, uprisings, insurrection, riots, brawls, terrorism or sabotage, regardless of the place where these events occur and of their interveners, provided that the Insured/Insured Person takes an active part therein, except in case of legitimate defence;
- d) Illness accompanied of HIV infection;
- e) Any illness and/or surgical procedure not defined in this Additional Cover;
- f) Alcoholism and the use of drugs not medically prescribed;
- g) An accident, if the Insured/Insured Person is responsible therefor and has a blood alcohol level over 0.50 g/l, or if s/he used toxic drugs, narcotics or psychotropic

substances not medically prescribed. It is considered that the Insured/Insured Person was under the influence of toxic drugs, narcotics or psychotropic substances whenever the presence of any of them is detected in his/her organism or in any organic fluid for detection tests;

h) Directly or indirectly from an action of which the Insured/Insured Person is the author or an accomplice, as well as his/her attempted suicide.

#### 7. TERMINATION OF THE COVER

- 7.1. In addition to the situations provided for in article 11 of the General Conditions, this additional cover, if underwritten, shall cease to be effective if one of the following situations occur:
  - a) Termination of the Main Cover (Death);
  - b) Payment of the insured capital under this Additional Cover,
  - c) If the Insured/Insured Person tries to commit suicide;
  - d) If the Insured/Insured Person takes part in war or police operations or in repressions of terrorist acts;
  - e) At the end of the annuity during which the Insured/Insured Person reaches the age of sixty-five (65).
- 7.2. In case the insurance covers two (2) lives, the cover shall cease to be effective at the date one of the Insured/Insured Persons reaches the age of sixty-five (65), and shall remain in force for the other Insured/Insured Person while s/he does not reach said age.

## ADDITIONAL COVER EXEMPTION FROM THE PAYMENT OF PREMIUMS

IN CASE OF TEMPORARY TOTAL DISABILITY FOR WORK DUE TO ACCIDENT OR ILLNESS, INVOLUNTARY UNEMPLOYMENT OR HOSPITALISATION

## 1. SCOPE OF COVER

Where expressly provided for in the Schedule of the Policy, as a complement to the Main Death Cover, the exemption of the payment of policy premiums in case of temporary total disability for work due to accident or illness, involuntary unemployment or hospitalisation of the Insured/Insured Person (or of one of the Insured/Insured Persons if the insurance covers two (2) lives) may also be guaranteed according to the following paragraphs.

## 2. **DEFINITIONS**

For the purpose of this Additional Cover, the following terms and expressions will have the meanings set forth below:

**Claim:** The partial or full occurrence of the event, beyond the control of the Policyholder or of the Insured/Insured Person, that triggers the operation of the guarantees provided for in this Special Condition.

**Accident:** Any sudden, abnormal and fortuitous event, beyond the control of the Insured/Insured Person, causing him/her to sustain bodily injuries.

**Illness:** Change of the state of health, beyond the control of the Insured/Insured Person, not caused by an accident, manifested through signs or symptoms and acknowledged as such by a physician.

**Temporary Total Disability (TTD):** Temporary total physical inability, clinically attested, of the Insured/Insured Person to temporarily exercise his professional activity, as a consequence of an Accident or Illness.

**Total Unemployment:** Arising from the complete and involuntary lack of employment for the Insured/Insured Person, who must be registered with the Employment Centre, excluding situations of unemployment or partial employment, even if they still entitle the Insured/Insured Person to receive unemployment benefits.

**Involuntary Unemployment:** Situation of "Total Unemployment" arising from:

- Collective redundancy;
- Dismissal due to extinction of work posts justified by motives of economic, market, technological or structural nature, regarding the employer;
- Illegal or null dismissal on the sole initiative of the employer, without just cause;
- Resolution on the initiative of the worker for justified reasons.

**Hospitalisation:** Situation implying the hospitalisation of the Insured/Insured Person for a period longer than seven (7) days, giving rise to a TTD situation.

**Waiting Period:** Period immediately following the accession of the Insured/Insured Person during which s/he is not entitled to any benefits from the Insurance Company.

**Relative Excess:** Predetermined period counted immediately after a claim, during which there is no entitlement to any Benefits from the Insurance Company. If the disability period surpasses the Relative Excess period, it shall not be applicable.

**Requalification Period:** Period immediately following the last payment due concerning a claim, during which there is no entitlement to any Benefits from the Insurance Company.

**Employed Person:** The remunerated exercise of a professional activity, as a dependent worker, for an employer, under its authority and direction, through the conclusion of an individual employment contract, being registered with Social Security.

**Self-employed Person:** The exercise of a professional activity as an independent worker, or any commercial, industrial or agricultural activity as a sole proprietorship, individually or in association with other persons, provided it is registered with the National Register of Legal Persons as a sole proprietorship or as an independent worker at the respective Tax Office and with Social Security or an equivalent contributory scheme.

## 3. COMMENCEMENT AND DURATION OF THE COVER

- 3.1. This Cover, if underwritten, takes effect as of the date of commencement of the Main Death Cover indicated in the Schedule.
- 3.2. Notwithstanding the provisions in article 11 of the General Conditions, the guarantees of this Additional Cover remain in force up to the first of the following dates:
  - a) Date of retirement or pre-retirement of the Insured/Insured Person;
  - b) Date at which the Insured/Insured Person reaches the age of sixty-five (65);
  - c) Date of termination of the Main Death Cover.

#### 4. CONDITIONS

In order to benefit from the cover of Exemption from the Payment of Premiums, the Insured/Insured Person must:

- a) Be between eighteen (18) and sixty-five (65) years of age;
- b) Have exercised a regular professional activity of at least sixteen (16) hours per week for the last twelve (12) months without being aware of a possible situation of involuntary unemployment or possible hospitalisation;
- c) Be aware that all pathologies predating the date of subscription of the insurance Contract are excluded, as well as any and all future pathology directly or indirectly related thereto;
- d) Be employed under an employment contract according to the Portuguese legislation in order to benefit from the involuntary unemployment cover.

## **5. GUARANTEES**

5.1. EXEMPTION FROM THE PAYMENT OF PREMIUMS IN CASE OF TEMPORARY TOTAL DISABILITY (TTD):

The Insurance Company guarantees the reimbursement of the fraction of the total insurance premium paid by the Policyholder, indicated in the Schedule of the Policy, during the period in which the Insured/Insured Person is in a situation of temporary total disability for work due to accident and/or illness, up to the maximum of twelve (12) consecutive months per claim and of thirty-six (36) months per group of claims. The maximum monthly limit of compensation for this cover is of EUR 300.00 (three hundred euro). Upon the last payment, the amount to be provided as compensation shall correspond to 1/30 of the fraction of the total insurance premium due for each day of duration of the Temporary Total Disability.

## **Excluded Risks:**

This Additional Cover shall not guarantee disabilities arising from:

a) Conditions existing as at the date of commencement of the guarantees of the Policy;

- b) Congenital anomalies, physical or mental disorders existing as at the date of commencement of the guarantees of the Policy;
- c) Conditions arising directly from alcoholism (of an acute or chronic nature), drug addiction or use of narcotics or other drugs not prescribed by a physician;
- d) Conditions arising from the involvement of the Insured/Insured Person in bets, challenges or brawls, except if, in the latter case, the Insured/Insured Person acts in legitimate defence or tries to rescue persons or salvage goods;
- e) Conditions intentionally caused by the Insured/Insured Person;
- f) Attempted suicide;
- g) Labour, pregnancy or voluntary or involuntary abortion;
- h) Accidents caused while the Insured/Insured Person drives a motor vehicle without a driving licence;
- i) Conditions due to psychopathologies of any nature, as well as illnesses without medical attestation;
- j) Accidents arising from the professional practice of sports, or in case of amateurs, sports tryouts integrated in championships and respective trainings, winter sports, boxing, karate and other martial arts, parachuting, bullfighting and other sports of a similar hazardous nature;
- k) Aesthetic and cosmetic treatments, except if directly arising from any illness or accident;
- l) Back pain in general.

## 5.2. EXEMPTION FROM THE PAYMENT OF PREMIUMS IN CASE OF INVOLUNTARY UNEMPLOYMENT

The Insurance Company guarantees the reimbursement of the fraction of the total insurance premium paid by the Policyholder, indicated in the Schedule of the Policy, during the period in which the Insured/Insured Person is in a situation of involuntary unemployment, up to the maximum of six (6) consecutive months per claim and of thirty-six (36) months per group of claims. The maximum monthly limit of compensation for this cover is of EUR 300.00 (three hundred euro).

Upon the last payment, the amount to be provided as compensation shall correspond to 1/30 of the fraction of the total insurance premium due for each day of duration of the Involuntary Unemployment.

#### **Excluded Risks:**

This Contract shall not guarantee situations of Involuntary Unemployment arising from:

- a) Expiration of the employment contract as the Insured/Insured Person reaches retirement or pre-retirement age;
- b) Termination of the employment contract by agreement between the parties, except in cases where it occurs due to the extinction of the work post;

- c) Termination of the employment contract by the worker, without just cause;
- d) Rescission of the employment contract during the trial period by the employer or by the worker;
- e) Dismissal with just cause;
- f) Expiration of a fixed-term or open-ended employment contract;
- g) Workers abroad under employment contracts entered into in compliance with foreign legislation;
- h) Unemployment due to seasonal activity.

## 5.3. EXEMPTION FROM THE PAYMENT OF PREMIUMS IN CASE OF HOSPITALISATION

The Insurance Company guarantees the reimbursement of the fraction of the total insurance premium paid by the Policyholder, indicated in the Schedule of the Policy, during the period in which the Insured/Insured Person is hospitalised before going back to work, up to the maximum of six (6) consecutive months per claim and of thirty-six (36) months per group of claims. The maximum monthly limit of compensation for this cover is of EUR 300.00 (three hundred euro). Upon the last payment, the amount to be provided as compensation shall correspond to 1/30 of the fraction of the total insurance premium due for each day of duration of the Hospitalisation period.

## **Excluded Risks:**

This Contract shall not guarantee disabilities arising from:

- a) Conditions existing as at the date of commencement of the guarantees of the Policy;
- b) Congenital anomalies, physical or mental disorders existing as at the date of commencement of the guarantees of the Policy;
- c) Conditions arising directly from alcoholism (of an acute or chronic nature), drug addiction or use of narcotics or other drugs not prescribed by a physician;
- d) Conditions arising from the involvement of the Insured/Insured Person in bets, challenges or brawls, except if, in the latter case, the Insured/Insured Person acts in legitimate defence or tries to rescue persons or salvage goods;
- e) Conditions intentionally caused by the Insured/Insured Person;
- f) Attempted suicide;
- g) Labour, pregnancy or voluntary or involuntary abortion;
- h) Accidents caused while the Insured/Insured Person drives a motor vehicle without a driving licence;
- i) Conditions due to psychopathologies of any nature, as well as illnesses without medical attestation;
- j) Accidents arising from the professional or amateur practice of sports, sports tryouts integrated in championships and respective trainings, winter sports,

- boxing, karate and other martial arts, parachuting, bullfighting and other sports of a similar hazardous nature:
- k) Aesthetic and cosmetic treatments, except if directly arising from any illness or accident;
- l) Back pain in general.

#### 6. OBLIGATIONS OF THE INSURED/INSURED PERSON IN CASE OF A CLAIM

- 6.1. In case of a claim, it is the responsibility of the Insured/Insured Person, or of whomever has a legitimate interest in the operation of this cover, to report the claim to the Insurance Company within eight (8) days from becoming aware of the claim, under penalty of reduction of the Benefits by the Insurance Company in function of the damage caused by the non-compliance with said duty.
- 6.2. Upon reporting the claim, the Insured/Insured Person must explain all the circumstances of the occurrence of the claim and any causes and consequences thereof.
- 6.3. After reporting the claim to the Insurance Company, the Insured/Insured Person or whomever has a legitimate interest in the operation of this cover shall receive a claim report form which they must return to the Insurance Company, duly completed, together with all the elements and documents requested,
- 6.4. The Insured/Insured Person or whomever has a legitimate interest in the operation of this cover is responsible for proving the veracity of the existence of the claim, as well as for proving that it meets the eligibility conditions regarding the cover in question,
- 6.5. After reporting the claim, the Insured/Insured Person undertakes, among other duties provided for in this Contract, under penalty of loss or suspension of the right to compensation:
  - a) To report to the Insurance Company the healing of the injuries within fifteen (15)
    days following the verification thereof, sending a medical statement indicating,
    apart from the date of discharge, the entire period of temporary total disability
    for work;
  - b) To comply with medical prescriptions;
  - c) To submit to medical exams requested by the Insurance Company;
  - d) To authorise the treating physician to provide all information requested by the Insurance Company;
  - e) To send to the Insurance Company all the documents it requests, regardless of the moment the Insurance Company requests them.
- 6.6. In case of proven inability of the Insured/Insured Person to comply with the obligations provided for in subparagraphs a), d) and e) of the previous paragraph, said obligations are transferred, if possible, to whomever is able to comply therewith.
- 6.7. The Insured/Insured Person undertakes, under penalty of loss or suspension of the right to compensation, to submit the following documents:
  - Specifically concerning the situation of TTD (Temporary Total Disability:

- a) Photocopies of the medical leave statement with mention of dates;
- b) Last income tax return statement and proof of contributions to Social Security or equivalent contributory scheme (for self-employed persons).

It is the responsibility of the treating physician to foresee and state whether the TTD period is longer than the Relative Excess period stipulated in this Additional Cover.

The period of temporary total disability shall be determined by the treating physician, and according to that decision we shall determine whether or not the relative excess stipulated in this Additional Cover is applied.

## 6.8. Specifically concerning the situation of Involuntary Unemployment:

The Insured/Insured Person undertakes to report in writing to the Insurance Company, from becoming aware of any indication that the Excess period shall be surpassed and within thirty (30) days counted from the date of the event, indicating the date it began and the causes thereof using the form "Claim report" that s/he must request to the Insurance Company, together with the following documents as soon as they are available:

- a) Official form, delivered and completed by the Employer;
- b) Photocopy of the employment contract or of any other document stating the date at which s/he started working;
- c) Photocopy of the proof of application for unemployment benefits (document issued by the Employment Centre);
- d) Photocopy of the dismissal notice or any other document proving the termination of the employment contract with indication of the cause thereof;
- e) Statement from the Employment Centre proving the Insured/Insured Person is registered therewith (this document must be requested from the Employment Centre thirty (30) days after the date at which the unemployment situation begins and must be renewed every month).

## 6.9. Specifically concerning the situation of Hospitalisation:

The Insured/Insured Person undertakes to provide for the submission to the Insurance Company, within the defined periods, under penalty of loss or suspension of the right to compensation:

- a) Photocopy of the hospitalisation statement;
- b) Last income tax return statement and proof of contributions to Social Security or equivalent contributory scheme;
- c) Photocopy of a medical statement indicating the diagnosis, the nature of the injuries and the probable duration of the hospitalisation.

The hospitalisation period shall be determined by the treating physician, and according to that decision we shall determine whether or not the relative excess stipulated in this Additional Cover is applied.

### 7. CLAIM SETTLEMENT PROCEDURES

- 7.1. The Insurance Company shall send the claim report form to the Insured/Insured Person only in case s/he is in a regular situation regarding the conditions stipulated in this Additional Cover:
- 7.2. Fraud or attempted fraud by the Policyholder, the Insured/Insured Person or any other person under their responsibility exempt the Insurance Company from any responsibilities towards the claim in question, and also entitle the Insurance Company to terminate the contract and, notwithstanding the applicable criminal provisions, to compensation for loss and damage;
- 7.3. The occurrence of a claim does not exempt the Insured/Insured Person from the obligation of paying the premium of the Insurance Contract or fraction thereof;
- 7.4. In case of a claim covered by the Cover of Exemption from the Payment of Premiums, if the Insured/Insured Person has paid in advance the fraction of the total insurance premium regarding the period of the claim, s/he must be reimbursed:
- 7.5. Any costs incurred with supporting documents necessary for the settlement of the claims are the responsibility of the Insured/Insured Person or of whomever has an legitimate interest in the operation of the insurance;
- 7.6. The Cover of Exemption from the Payment of Premiums shall be triggered after the receipt of the documents necessary for the analysis of each case file, whether on the part of the Insured/Insured Person, whether on the part of the Policyholder, and shall be operated on a monthly basis up to the maximum limit per claim, according to article 5.
  - The cover of Exemption from the Payment of Premiums is operated after the Relative Excess period stipulated in article 8.
- 7.7. In insurances covering two (2) Insured/Insured Persons, even if both the Insured/Insured Persons are simultaneously affected by one claim, only the reimbursement of the fraction of the total premium paid by the Policyholder in respect of the insurance Contract shall be guaranteed.

## 8. WAITING, REQUALIFICATION AND RELATIVE EXCESS PERIODS

- 8.1. The Cover of Exemption from the Payment of Premiums takes effect only after ninety (90) days have elapsed since the date of commencement of the Policy concerning each Insured/Insured Person.
- 8.2. The Guarantees of this Additional Cover are also subject to the following Relative Excesses:
  - a) Thirty (30) days for the situations of Temporary Total Disability and Involuntary Unemployment;
  - b) Seven (7) days for the Hospitalisation cover.
- 8.3. A requalification period of six (6) months of active work shall also be applied to the Guarantees of this Contract, except in the following cases:
  - a) In case of two (2) claims guaranteed by different covers;

- b) One claim of Temporary Total Disability due to Illness and another due to Accident;
- c) One claim of Temporary Total Disability due to Illness and a relapse regarding the same pathology;
- d) Two (2) claims of Temporary Total Disability due to Accident.

#### **FINAL PROVISIONS**

To any cases not provided for in these Special Conditions, the General Conditions of the Main Insurance and/or the legislation in force shall apply.



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## **GLOSSARY**

This is the correspondence between the definitions in Portuguese and English, for a better understanding of this Contract

ENGLISH → PORTUGUESE	
ACTUARIAL AGE	IDADE ATUARIAL
ADDENDUM	ATA ADICIONAL
BENEFICIARY	BENEFICIÁRIO
GENERAL CONDITIONS	CONDIÇÕES GERAIS
INSURANCE COMPANY	SEGURADOR
INSURED/INSURED PERSON(S)	SEGURADO(S)
POLICY	APÓLICE
POLICYHOLDER	TOMADOR DO SEGURO
PREMIUM	PRÉMIO
SCHEDULE	CONDIÇÕES PARTICULARES
SPECIAL CONDITIONS	CONDIÇÕES ESPECIAIS

PORTUGUESE → ENGLISH	
APÓLICE	POLICY
ATA ADICIONAL	ADDENDUM
BENEFICIÁRIO	BENEFICIARY
CONDIÇÕES ESPECIAIS	SPECIAL CONDITIONS
CONDIÇÕES GERAIS	GENERAL CONDITIONS
CONDIÇÕES PARTICULARES	SCHEDULE
IDADE ATUARIAL	ACTUARIAL AGE
PRÉMIO	PREMIUM
SEGURADO(S)	INSURED/INSURED PERSON(S)
SEGURADOR	INSURANCE COMPANY
TOMADOR DO SEGURO	POLICYHOLDER

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