

Workers' Compensation Insurance Domestic Service Contract

General Conditions of the Policy

Customer Service: 210 042 490/226 089 290

Personalised service available

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Cost of call to national landline

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Compulsory Work Accident Insurance Policy for Workers with a Domestic Service Contract

General Conditions

Preliminary Article

- 1- Between Ageas Portugal, Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder mentioned in the Particular Conditions, an insurance contract is established and regulated by these General Conditions and by the Particular Conditions and, if contracted, by the Special Conditions.
- 2- The personalisation of this contract is provided in the Particular Conditions, with, among other information, the identification of the parties and respective addresses, Policyholder data, Insurer representative data for the purposes of claims, and the determination of the premium or the formula for its calculation.
- 3- The Special Conditions provide for the coverage of other risks or guarantees other than those provided for in these General Conditions and they need to be specifically identified in the Particular Conditions.
- 4- In addition to the Conditions provided in the preceding paragraphs (and which comprise the Policy), this contract is also composed of concrete and objective advertising messages contrary to Policy clauses, unless the latter are more favourable to the Policyholder or the Insured Person.
- 5- The provisions of the preceding paragraph shall not apply to advertising messages which have not been broadcast for more than one year prior to signing of the contract, or where the messages themselves set a period of validity and the contract has been signed outside that period.

Chapter I

Definitions, object and guarantees of the contract

Article 1 - Definitions

For the purposes of this contract, the following definitions apply:

POLICY: the set of Conditions identified in the preceding article, which formalises the signed insurance contract;

INSURER: the entity legally authorised to provide compulsory work accident insurance for salaried employees, and the entity underwriting this contract;

POLICYHOLDER: the employing entity who concludes this contract with the Insurer, and is liable for payment of the premium;

INSURED PERSON: the person who, in return for remuneration, is committed to provide the Policyholder, on a regular basis and under his/her/its direction and authority, the activities aimed at satisfying its own or specific needs for a household, or equivalent, and the respective members, in particular: cooking meals; washing and handling clothes; cleaning and tidying up the house; monitoring and assisting children, the

elderly and the sick; taking care of pets; arranging gardening services; arranging sewing services; other activities conferred by usage and customs; coordination and supervision of tasks similar to those listed herein and arranging external tasks related to those described above;

PROFESSIONAL TRAINING SESSIONS: those whose purpose is to professionally prepare, promote and update the worker, and are necessary for the performance of duties inherent to the Policyholder's activity;

PRODUCTIVE UNIT: the group of people who, subject to the Policyholder by an employment relationship, provide their work with a view to achieving a goal and who comprise a single agricultural or fishing, industrial, commercial or service complex;

WORKPLACE: the place where the worker is located or a location where he/she must go due to their work and where he/she is, directly or indirectly, subject to the Policyholder's control;

WORKING HOURS: in addition to the normal working period, that which precedes its start, while preparing for work or related to it, and that which follows it, during acts also related, as well as also during normal or forced work interruptions;

INJURED PARTY: the Insured person who suffered a work accident;

CLINICAL CURE: the situation in which the injuries have completely disappeared or are not susceptible to modification with appropriate therapy;

PREVENTION: action to avoid or reduce occupational risks through a set of provisions or measures that must be taken during the licensing process and at all stages of activity of the company, establishment or service.

Article 2 - Concept of a work accident

An accident at work is understood as an accident:

- a) That takes place at the workplace and during working hours and produces, directly or indirectly, bodily injury, functional disorder or illness, from which death or reduced ability to work or earn income may arise;
- b) That occurs on the route normally used and during the period usually spent by the worker:
 - i) That occurs while going to and returning from the workplace, between the worker's permanent or occasional residence and the facilities that constitute his/her workplace;
 - ii) Between any of the places referenced in the preceding subparagraph and those referenced in subparagraphs i) and j);
 - iii) Between the workplace and the location for meals;
 - iv) Between the place where, as determined by the Policyholder, the worker provides any service related to his/her work and the facilities which comprise his/her usual workplace or his/her permanent or occasional residence;
 - v) Between any of the workplaces of the Insured person; in the case of having more than one job, the employer of the workplace to which the worker is travelling is responsible for the accident;

- c) That which occurs when the normal route, referenced in the previous subparagraph, has been interrupted or diverted in order to satisfy the worker's reasonable needs, as well as due to force majeure or unforeseeable circumstances;
- d) That which occurs during the implementation of services spontaneously provided and which may result in economic benefit for the Policyholder;
- e) That which occurs at the workplace, or outside it, while exercising the right of assembly or representative worker activity according to the law;
- f) That which occurs at the workplace, when attending a vocational training course, or outside the workplace, when there is express authorisation from the Policyholder for such attendance;
- g) That which occurs while engaged in job search activity during the allocation of hours granted by law to workers in an ongoing termination of employment process;
- h) That which occurs outside of the workplace or working hours, when taking place during the performance of services determined by the Policyholder or consented to by the latter;
- i) That which occurs at the location where the salary is paid, while the worker remains there for that purpose;
- j) That which occurs at the place where the worker is to be provided with any form of assistance or treatment due to a previous work accident and for as long as he/she remains there for those purposes.

Article 3 - Object of the contract

- 1- The Insurer, in accordance with the applicable legislation and pursuant to this Policy, guarantees liability of the Policyholder for the mandatory charges arising from work accidents in relation to the Insured Persons identified in the Policy, regardless of the department in which they perform their activity.**
- 2- By agreement between the parties, the names of the Insured Persons may not be identified in the Policy, in whole or in part**
- 3- The following comprise benefits in kind:**
 - a) Medical assistance and surgery, whether in the form of general or specialist services, and including all necessary examinations for purposes of diagnosis and all necessary treatments, including home visits by a practitioner;**
 - b) Medication and pharmaceutical assistance;**
 - c) Nursing services;**
 - d) Hospitalisation and spa treatments;**
 - e) Accommodation;**
 - f) Transportation for observation, treatment or attendance at legal proceedings;**
 - g) Provision of technical assistance and other technical devices compensating for functional limitations, as well as their renovation and repair;**
 - h) Rehabilitation and professional and social reintegration services, including workstation adaptation;**
 - i) Medical or functional rehabilitation services for an active life;**
 - j) Psychotherapeutic assistance to the family of the claimant, whenever necessary;**
 - k) Psychological and psychiatric assistance for the Injured Party and his or her family, when recognised as necessary by the attending physician.**

4- The following comprise cash benefits:

- a) Compensation for temporary incapacity for work;
- b) Provisional pension;
- c) Monetary compensation and pension due to permanent incapacity for work;
- d) Subsidy for a condition of extreme permanent disability;
- e) Death subsidy;
- f) Subsidy for payment of funeral expenses;
- g) Pension due to death;
- h) Supplementary allowance for purposes of providing assistance to a third party;
- i) Subsidy for readaptation of a residence;
- j) Subsidy for attending sessions within the scope of professional rehabilitation, necessary and appropriate for reintegration of the Injured Party into the job market.

Article 4 – Territorial Scope

- 1- This contract only covers work accidents that occur in Portugal, without prejudice to the following paragraph.
- 2- Work accidents that occur abroad in which the victims are Portuguese workers as well as foreign workers who reside in Portugal, in the service of a Portuguese Policyholder, are covered by this contract, unless the legislation of the State where the accident occurred recognises their right to compensation, in which case the worker may opt for either regime.

Article 5 - Types of coverage

This insurance is concluded at a fixed premium, and the contract covers a previously determined number of Insured persons, with a salary amount known in advance.

Article 6 - Exclusions

- 1- In addition to the accidents excluded by applicable legislation, the following are not covered by this contract:
 - a) Occupational illnesses;
 - b) Accidents due to acts of terrorism and sabotage, rebellion, insurrection, revolution and civil war;
 - c) Accidents due to invasion and war against a foreign country (declared or not) and hostilities between foreign nations (whether or not there is a declaration of war) or acts of war arising directly or indirectly from such hostilities;
 - d) Bulging hernias;
 - e) Liability for any fines and penalties imposed on the Policyholder for failure to comply with legal provisions.
- 2- Work accidents in which the Policyholder is a victim are excluded from this contract, when the Policyholder is a natural person.

- 3- In the event of disability or exacerbation of damage as a result of unjustified refusal or failure to observe clinical or surgical prescriptions, compensation may be reduced or excluded pursuant to the general terms.
- 4- The refusal of surgical intervention is always considered justified when, due to its nature, or the condition of the Injured Party, it puts the life of the said Injured Party at risk.

CHAPTER II

Initial and supervening risk statement

Article 7 - Duty to provide an initial risk statement

- 1- The Policyholder is required, prior to signing the contract, to accurately declare all circumstances of which they are aware and should reasonably deem to be significant to the Insurer's risk assessment.
- 2- The provision in the preceding paragraph is also applicable to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.
- 3- The Insurer who has accepted the contract, unless there is deliberate misconduct by the Policyholder or Insured Person with the intent to obtain an advantage, cannot take advantage:
 - a) Of the failure to answer a question in the questionnaire;
 - b) Of an imprecise answer to a question formulated in too general terms;
 - c) Of the inconsistency or obvious contradiction in the answers to the questionnaire;
 - d) In fact, that its representative knew to be inaccurate when the contract was concluded or, had omitted, with knowledge;
 - e) Of circumstances known to the Insurer, in particular when they are public and notorious.
- 4- The Insurer, before signing the contract, must explain the duty referred to in paragraph 1 to the eventual Policyholder, as well as the provisions governing breaches thereof, under penalty of incurring civil liability, in general terms.

Article 8 - Deliberately fraudulent breach of the duty to provide an initial risk statement

- 1- In the event of deliberately fraudulent breach of the duty referred to in paragraph 1 of the preceding article, the contract may be annulled by a declaration sent to the Policyholder by the Insurer.
- 2- In the absence of a claim, the statement referenced in the preceding paragraph must be sent within three months of becoming aware of the breach.

- 3- The Insurer is not obligated to cover an incident that occurs before becoming aware of the deliberate breach referred to in paragraph 1 or within the deadline provided for in the preceding paragraph, following the general annulment regime.
- 4- The Insurer has the right to the premium due by the end of the deadline referred to in paragraph 2, unless the Insurer or its representative has engaged in gross or deliberate negligence.
- 5- In the event of deliberate negligence on behalf of the Policyholder for the purpose of obtaining an advantage, the premium is due until the end of the contract.

Article 9 - Negligent breach of the duty to provide an initial risk statement

- 1- In the event of negligent breach of the duty referenced in Article 7(1), the Insurer may, through a statement sent to the Policyholder, within three months upon becoming aware:
 - a) Propose an alteration to the contract, setting a deadline of no less than 14 days, to send the acceptance or, if allowed, the counteroffer;
 - b) Terminate the contract, demonstrating that they do not under any circumstances enter into contracts for covering risks related to the omitted or inaccurately stated fact.
- 2- The contract ceases to be effective 30 days after the statement of termination has been sent or 20 days after receipt of the proposed alteration by the Policyholder, should there be no answer or should it be rejected.
- 3 - In the case referenced in the preceding paragraph, the premium is returned *pro rata temporis*, taking into account the existing coverage.
- 4 - If, prior to termination or alteration of contract, a claim occurs whose verification or consequences have been influenced by a fact relative to which there have been negligent omissions or inaccuracies:
 - a) The Insurer shall cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact.
 - b) The Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they known of the omitted or inaccurately stated fact, will not cover the claim and are only bound to refund the premium.

Article 10 - Risk aggravation

- 1- The Policyholder has the duty, during contract execution, within 14 days after becoming aware of the fact, to communicate to the Insurer, all circumstances that aggravate the risk, provided that, had they been known to the Insurer at the time of entering the contract, they might have influenced the decision to enter the contract or within the contract conditions.

- 2- Within 30 days of becoming aware of the risk increase, the Insurer may:
- a) Submit a proposal for contract modification to the Policyholder, which must be accepted or refused within an equal timeframe, after which the proposed modification is deemed approved
 - b) Terminate the contract by showing that it will not, any under no circumstances, enter into contracts that cover risks resulting from the aforementioned increase of risk.
3. Termination of the contract provided for in sub-section b) of the preceding paragraph must take effect at midnight on the day in which it is verified and must be effective on the 14th day after the date in which the termination statement was sent.

Article 11 - Claim and risk increase

1. If before the termination or amendment to the contract under the terms of the previous article occurs a Claim whose verification or consequence has been influenced by the aggravation of risk, the Insurer:
- a) Covers the risk, paying the benefits due, if the aggravation had been correctly and timely reported before the claim or before the deadline provided for in paragraph 1 of the preceding article;
 - b) Shall partially cover the risk, reducing its benefit in proportion to the premium actually charged and that which would be due as a result of the actual risk circumstances, if the risk increase was not reported in a correct and timely manner before the claim;
 - c) May refuse coverage in the event of deliberate misconduct by the Policyholder for the purpose of obtaining an advantage while retaining the overdue premiums.
- 2- In the situation provided for in sub-sections a) and b) of the previous paragraph, as the aggravation of risk, in fact, results from the Policyholder, the Insurer is not obligated to pay the benefit if it is shown that, under no circumstances, it enters contracts that cover risks with characteristics resulting from such aggravation of risk.

Article 12 - Limitation

The provisions in this chapter does not prejudice the provisions in article 23.

CHAPTER III

Payment and alteration of premiums

Article 13 - Premium due date

- 1- Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due on the date of contract conclusion.

- 2- Subsequent instalments of the initial premium, subsequent annuity premiums and successive annual instalments are due on the contractually established dates.
- 3- The variable amount premium portion relating to value adjustment and, where applicable, the premium portion corresponding to contract changes are due on the dates indicated in the respective notices.

Article 14 - Coverage

The risk coverage depends on the prior premium payment.

Article 15 - Premium payment notice

- 1- While the contract remains in force, the Insurer must notify the Policyholder in writing of the amount payable, as well as the payment method and place, at least 30 days prior to the date on which the premium, or its instalments thereof, become payable.
- 2- The notice must legibly state the consequences of non-payment for the premium or its instalment.
- 3- In insurance contracts where it is agreed to pay the premium in instalments every three months or less and in which contractual documentation indicates the due dates of the successive instalments of the premium and the respective amounts payable, as well as the consequences of their non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it must provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

Article 16 - Non-payment of the premiums

- 1- Non-payment of the initial premium or its first instalment on the due date determines the automatic termination of the contract from the date of its conclusion.
- 2- Non-payment of the subsequent annuities or the first instalment on the due date shall prevent the extension of the contract.
- 3- Non-payment results in the automatic termination of the contract on the due date of:
 - a) A premium instalment during the course of an insurance year;
 - b) An adjustment premium or portion of a variable premium;
 - c) An additional premium resulting from a contractual change based on a supervening increase of risk.
- 4- Non-payment, by the due date, of an additional premium resulting from a contractual amendment determines the inefficiency of the alteration, replacing the contract with the scope and conditions in force prior to the intended modification, unless sustainability of the contract proves impossible, in which case it is terminated on the due date of the unpaid premium.
- 5- Contract termination due to non-payment of the premium, or part or instalment thereof, shall not exempt the Policyholder from the obligation to pay the premium corresponding to the period in

which the contract has been in force, plus the default interest due.

Article 17 - Change in premium

- 1- If there is no change in risk, any alteration of the premium applicable to the contract must only take effect on the following annual maturity, unless provided for in the following paragraphs.
- 2- The amount of the contract premium, pursuant to the law, may be revised at the initiative of the Insurer or upon request from the Policyholder, based on the effective modification of conditions for the Prevention of Workplace Accidents.
- 3- The change in premium due to the application of discounts due to the absence of claims or increases per claim rate, regulated by the table and provisions attached, is applied on the due date following confirmation of the fact.

CHAPTER IV

Entry into effect, duration and vicissitudes of the contract

Article 18 - Start of coverage and effects

- 1- The start date and time for risk coverage are indicated in the contract, in compliance with the provisions of article 14.
- 2- That established in the preceding paragraph is equally applicable to the start of contract effects, if it is different from the start of risk coverage.

Article 19 - Duration

- 1- **The duration of the contract is indicated therein and may be for a fixed period (temporary insurance) or for one year renewable for subsequent one-year periods.**
- 2- **The contract effects cease at midnight on the last day of its term.**
- 3- **The extension provided for in paragraph 1 does not take effect if either party terminates the contract at least 30 days prior to the date of extension or if the Policyholder fails to pay the premium.**
- 4- **This Policy expires on the date on which the definitive closing of the establishment occurs, in which case return of the premium is processed, unless otherwise agreed, *pro rata temporis*, under legal terms, for which purpose the Policyholder shall report the situation to the Insurer.**

Article 20 - Contract Termination

- 1- **The parties may resolve the contract at any time should there be just cause, by registered post.**

- 2- The amount of the Premium to be returned to the Policyholder in the event of early contract termination is calculated in proportion to the period that would elapse from the date of coverage cessation until contract maturity, except for a different calculation provided by the parties on the basis of an acceptable reason, such as the guarantee of technical separation between annual insurance and temporary insurance pricing.
- 3- Contract termination takes effect 24 hours after the date on which it is confirmed and is effective on the 14th day counting from the date on which the termination statement was sent.

CHAPTER V

Main benefit provided by the insurer

Article 21 - Insured Salary

- 1- The determination of the insured salary, a value on the basis of which the liabilities covered by this Policy are calculated, is always the responsibility of the Policyholder.
- 2- The value of the insured salary must cover, both on the contract conclusion date and at each moment during its validity, everything that the law considers to be an integral element of remuneration and all benefits that are regular in nature and are not intended to compensate the Insured Person for random costs, which include, in particular, holiday and Christmas bonuses.
- 3- If the Insured Person is a trainee, apprentice or intern, or in other situations that should be considered professional training, the insured salary must correspond to the average annual gross compensation for a worker from the same company or similar company and who performs an activity corresponding to their training, apprenticeship or internship.
- 4- If the corresponding salary on the day of the accident does not represent the normal salary, as well as in cases of irregular and part-time work when employed by more than one employer, the salary is calculated based on the average salary received by the injured party in the one-year period prior to the accident.
- 5- In the absence of the elements referenced in the previous paragraph, the calculation is made according to the prudent discretion of a judge, taking into account the nature of the services provided, the professional category of the injured party and usage.
- 6- The calculation of benefits for part-time workers is based on the salary they would receive if they worked full-time.
- 7- The salary may not be lower than one derived from the law or from a collective bargaining agreement.
- 8- For the calculation of the benefits that, according to this contract, are the responsibility of the Insurer, the applicable legal provisions shall be observed, except when, by agreement between the parties, a form of calculation more favourable to injured parties is considered.

Article 22 - Automatic update of insured salary in contracts concluded at a fixed premium

- 1- The salaries indicated in one-year contracts extendable for new periods of one year, executed under the fixed-premium arrangement, are automatically updated on the date on which the variations of the guaranteed minimum monthly salary become effective, provided that the Policyholder has not, between the dates of two successive modifications to the guaranteed minimum monthly salary, proceeded with the update of these insured salaries.**
- 2- The update referenced in the previous paragraph corresponds to the variation coefficient (up to 1.10) between the new, guaranteed minimum monthly salary and the previous one, applicable to the insured salaries, and the Policyholder is obligated to pay the additional premium due for this update**
- 3- The update provided for in the previous paragraphs obligates the Insurer to pay the cash benefits due to the injured parties based on the salary effectively earned on the accident date, but its liability is limited to the amount resulting from the application of the 1.10 coefficient to the salaries indicated in the Particular Conditions, unless the premium adjustment has a higher coefficient as a reference.**

Article 23 - Insufficient insured salary

- 1- If the declared salary is lower than the actual salary, the Policyholder is responsible:**
 - a) for the part of compensation due to temporary incapacity and pensions corresponding to the difference;**
 - b) Proportionally for the expenses incurred with hospitalisation and clinical assistance.**
- 2- In the case provided for in the previous paragraph, the declared salary cannot be lower than the guaranteed minimum monthly salary.**

CHAPTER VI

Obligations and rights of the parties

Article 24 - Obligations of the Policyholder with regard to information relating to the risk

- 1- In addition to the provisions of Chapter II, the Policyholder is obligated to notify the Insurer in advance of any travel by Insured Persons to the territory of a non-EU Member State, as well as any travel to the territory of a European Union Member State if it exceeds 15 days, under penalty of liability for losses and damages, which shall not be enforceable against the Insured Persons.**
- 2- Unless otherwise agreed, the communications provided for in the previous paragraph are made by electronic means, specifically in digital or e-mail format.**

Article 25 - Obligations of the Policyholder in the event of a work accident

- 1- In the event of a work accident, the Policyholder undertakes to:**
 - a) Complete the work accident report as legally required and send it to the Insurer within 24 hours of becoming aware of the accident;**
 - b) Immediately report fatal accidents to the Insurer, without prejudice to the subsequent submission of the report, pursuant to the previous subparagraph;**
 - c) Present to the injured party without delay to the Insurer's physician, unless this is not possible and the urgent need for assistance requires recourse to another doctor.**
- 2- The communications provided for in subparagraphs a) and b) of the previous paragraph are made by electronic means, specifically in digital or e-mail format, except in the case of a micro-enterprise Policyholder, who can always opt for paper format.**
- 3- Non-compliance with the provisions in paragraph 1(a)(b) determines liability of the Policyholder for the losses and damages to the Insurer.**
- 4- Non-compliance with the provisions in paragraph 1(c) determines:**
 - a) The reduction of Insurer benefit in view of the damage by which the breach causes it;**
 - b) The loss of coverage if breach is deliberate and it has been determined to have caused significant damage to the Insurer.**
- 5- The provisions of paragraphs 3 and 4 are not enforceable against injured parties and other legal Beneficiaries of work accident benefits, with the Insurer having the right of recovery provided for in article 28.**

Article 26 - Legal Defence

- 1- The Policyholder may not intervene in the relations between the Insurer and the Injured Party, or the latter's legal beneficiaries, in the resolution of matters involving the liability guaranteed by this contract, whether judicially or extra-judicially.**
- 2- When the Policyholder, after the work accident, engages with the Injured Party or his/her legal beneficiaries in violation of the provisions of the previous paragraph, in particular by concluding agreements, paying expenses, initiating suits or proceeding with any other act falling within the purview of the Insurer, without having received written authorisation from the latter, and without prejudice to the unenforceability against the Injured Party or his/her legal beneficiaries, the Policyholder shall be obligated to reimburse the Insurer for all amounts that said Insurer has to pay as compensation for the accident due to this intervention, pursuant to the provisions of article 28, unless it is proven that this action did not cause any damage to the Insurer.**
- 3- The Policyholder must provide the Insurer with all the information that is reasonably required of it.**

Article 27 - Obligations of the Insurer

- 1- The Insurer is obligated to satisfy the contractual provision for the Injured Person, after confirming the occurrence to which the claim refers and its causes, circumstances and consequences.
- 2- The investigations necessary for recognition of the claim and the assessment of damages must be performed by the Insurer with the appropriate promptness and diligence.
- 3- The obligations of the Insurer expire 30 days after the establishment of the facts referenced in the previous paragraph.
- 4- The injured party has the right to receive, at any time, upon request, a copy of all documents relating to his/her case, namely the discharge report and the additional diagnostic tests held by the Insurer.

Article 28 - Insurer's right of recovery

- 1- After the occurrence of a work accident, the Insurer has a right of recovery against the Policyholder, regarding the amount spent:
 - a) when the accident has been caused by the Policyholder, its representative, or an entity contracted by said Policyholder and by a company using labour, or results from a failure by them to comply with the rules on safety and health at work or when they have intentionally injured the Insurer after the claim;
 - b) in the event of failure to comply with the obligations referenced in article 24(1), to the extent that the expenditure is attributable to the non-compliance;
 - c) in regard to the insurance policies concluded without indicating names, pursuant to article 3(2), when it is proven that more people were used in the work covered by the contract than those indicated as Insured Persons;
 - d) resulting from the aggravation of Injured Party injuries as a consequence of non-compliance with the provisions of article 25(1).
- 2- In the cases provided for in the 1st and 2nd parts of subparagraph a) of the previous paragraph, the Insurer shall satisfy the payment of benefits that would be due if there had been no negligent action, without prejudice to the right of recovery.

Article 29 - Subrogation by the Insurer

- 1- The Insurer who has paid compensation is subrogated, to the extent of the amount paid, to the rights of the Insured Person against the third party responsible for the work accident, although the right to legal recourse depends on its non-exercise by the Injured Party within a period of one year from the accident date.
- 2- The Policyholder is liable, up to the limit of compensation paid by the Insurer, for an act or omission that undermines the rights provided for in the preceding paragraph.

CHAPTER VII

Miscellaneous provisions

Article 30 - Choice of physician

- 1- The Insurer has the right to appoint the Injured Party's attending physician.
- 2- The Injured Party may, however, have recourse to any doctor in the following cases:
 - a) If the Policyholder or its representative is not at the location where the work accident took place and there is an urgent need for assistance;
 - b) If the Insurer does not appoint an attending physician, or until it does so;
 - c) If the Insurer waives the right provided for in paragraph 1;
 - d) If he/she is discharged without being cured, in which case he/she must request an examination by the court expert.
- 3- The injured party may also choose the surgeon in cases of high-risk surgical intervention and those in which, as a consequence of the surgical intervention, may place his/her life in danger.
- 4- As long as there is no designated attending physician, the practitioner who treats the injured party is therefore considered as such for all legal purposes.

Article 31 - Recognition of liability by the Insurer

- 1- The provision of urgent aid or reporting the work accident to the competent authorities does not imply recognition of liability by the Insurer.
- 2- The payment of compensation or other expenses does not prevent the Insurer from subsequently refusing liability for the accident when circumstances recognised above justify it, in which case it has the right to recover all that it has paid.

Article 32 - Involvement of an Insurance Intermediary

- 1- No insurance intermediary is deemed to be authorised, on behalf of the Insurer, to enter into or terminate insurance contracts, to contract upon or amend the obligations arising thereof, or to validate additional statements, except as provided for in the following paragraphs.
- 2- The Insurance Intermediary to whom the Insurer has granted the necessary powers of attorney, in writing, may enter into insurance contracts, contract upon or amend the obligations arising thereof or validate additional statements, on behalf of the Insurer.
- 3- The lack of specific powers of the insurance intermediary for this purpose notwithstanding, the insurance is deemed effective when there are strong and objectively appraised reasons, taking into account the circumstances of the case, which justify the Policyholder's confidence in the good faith

of the insurance intermediary, provided that the Insurer has equally contributed to establishing the Policyholder's confidence.

Article 33 - Communications and notifications between parties

- 1- Communications or notifications from the Policyholder or the Insured Person provided for in this Policy are considered valid and effective if they are conveyed to the Insurer's registered office or branch, as appropriate.
- 2- Any communications or notifications made under the terms of the preceding paragraph to the address of the Insurer's representative not established in Portugal regarding the claims covered by this policy are equally valid and fully effective.
- 3- The communications set out in this contract must take place in writing or be delivered via another means that provides a durable record.
- 4- The Insurer is only obligated to send the communications provided for in this contract if the recipient of the communication is duly identified in the contract, and the communication is considered valid if forwarded to the corresponding address contained in the Policy.

Article 34 - Applicable legislation, complaints and arbitration

- 1- This contract shall be governed by Portuguese law.
- 2- Within the scope of this contract, complaints may be submitted to the Insurer's services identified in the contract, as well as to the Insurance and Pension Funds Supervisory Authority (www.asf.com.pt).
- 3- In disputes arising under this contract there may be recourse to arbitration, under the terms of the law.

Article 35 - Jurisdiction

The competent jurisdiction to settle any disputes arising from this contract is that established by civil law.

Article 36 - Penalties

The Insurer shall not be liable for guaranteeing any coverage, making any claim payment or providing any other benefit subject to this insurance contract inasmuch as such coverage, payment, claim settlement or benefit provision exposes the Insurer to any sanction, prohibition or restriction imposed by resolution of the United Nations Organisation or by penalties, laws or commercial or economic regulations of the European Union, provided they are applicable under Portuguese law.

General Conditions

Annex - System of premium discounts and increases per claim rate (bonus/malus)

1. INCREASES

- 1.1. The Insurer may increase the contractual rate whenever there is a cumulative high claim rate and the Policyholder does not comply with the legal provisions on health and safety at work;
- 1.2. The increase provided for in point 1.1 will be applied to the following annual expiry and without prejudice to other criteria that determine a change in the premium.

2. REDUCTIONS

- 2.1. The premium for this contract may be reduced provided that, as a result of the prevention measures effectively implemented by the Policyholder, (such as the existence of a prevention technician, individual and collective protective equipment, study of workstations with the characterisation and quantification of professional risks) the claim rate in the three-year period completed in the previous calendar year does not exceed 40% of the premiums for the same period.
- 2.2. Claim rate — claim rate is understood as the outcome of dividing the sum of the values indicated below by the premiums:
 - a) Total compensation per salaries paid in the period;
 - b) Total expenses paid in the period;
 - c) Amount of Mathematical Provisions set up in the period.