

# Housekeeping Contract

## Work Accident Insurance

### General Policy Conditions

**Customer information line: 210 042 490 / 226 089 290**

Personalized customer service available  
all business days from 8:30 a.m. to 7:00 p.m.  
Cost of a call to the national fixed network

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## **Compulsory Insurance Policy for Work Accidents to Workers with Housekeeping Contract**

### **General Conditions**

#### **PRELIMINARY CLAUSE**

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1- Ageas Portugal Companhia de Seguros S.A., hereinafter called the Insurer, and the Policyholder named in the Particular Conditions hereby establish an insurance contract which is regulated by the present General and Particular Conditions, and, if contracted, the Special Conditions.

2- The individualisation of the present contract is established in the Particular Conditions with, among others, identification of the parties and their respective domiciles, the details of the Policyholder, the details of the Insurer's representatives for the purposes of claims, and the determination of the premium or formula of the corresponding calculation.

3- The Special Conditions foresee the cover of other risks and guarantees apart from those established in the present General Conditions and require specific identification in the Particular Conditions.

4- Apart from the Conditions established in the preceding numbers (which constitute the Policy), the present contract also includes the specific advertising messages and objectives that contradict clauses of the Policy, unless the latter are more favourable to the Policyholder or the Insured Person.

5- The provisions established in the previous number are not applicable to advertising messages whose end of issue took place more than one year before the signing of the contract, or when the actual messages stipulate a validity period and the contract has been signed outside that period.

### **CHAPTER I**

#### **DEFINITIONS, OBJECT AND GUARANTEES OF THE CONTRACT**

##### **Clause 1 - Definitions**

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For the effects of the present contract, the following definitions are applicable:

a) **POLICY**: the series of Conditions identified in the previous clause in which the present insurance contract is formalised;

b) **INSURER**: entity legally authorised to operate the compulsory insurance for work accidents to employed workers, which underwrites the present contract;

c) **POLICYHOLDER:** employer entity taking out the contract with the Insurer and responsible for payment of the premium;

d) **INSURED PERSON:** person who undertakes, against remuneration, to provide the Policyholder, on a regular basis and under his direction and authority, with services intended to satisfy the proper or specific needs of an assistant to the family, or equivalent, and its members, namely: preparing meals; washing and treatment of clothes; cleaning and ordering the house; overseeing and caring for children, elderly people and sick persons; looking after domestic animals; gardening; sewing; other activities enshrined in use and custom; coordination and supervision of similar tasks to those listed here and execution of external tasks related with the above;

e) **PROFESSIONAL TRAINING SITUATIONS:** those situations of which the object is the professional training or promotion and updating of the employee, necessary for the performance of functions inherent in the Policyholder's activity;

f) **PRODUCTION UNIT:** a group of persons who, being subordinated to the Policyholder by a contract of employment, provide their labour with the aim of achieving a common object and who make up a single farming, fishing, industrial, commercial or service complex;

g) **WORKPLACE:** place where the worker is or to which he must go by virtue of his work and in which he is, directly or indirectly, subject to the control of the Policyholder;

h) **WORKING HOURS:** apart from normal working hours, the period which precedes the start of these, spent in preparatory or related actions, and that which succeeds them likewise spent in related actions, as well as normal or forced interruptions to work;

i) **ACCIDENT VICTIM:** Insured Person who has suffered a work accident;

j) **CLINICAL CURE:** situation in which the injuries disappear completely or are incapable of modification by appropriate treatment;

l) **PREVENTION:** action to avoid or reduce professional risk through a set of provisions or measures which must be taken at licencing and in all phases of the activity of the company, establishment or service.

## **Clause 2 - Concept of work accident**

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A work accident is understood to be an accident:

a) which occurs in the workplace during working hours and directly or indirectly produces a bodily injury, functional disturbance or illness resulting in a reduction in the employee's ability to work or earn, or in death;

b) which occurs on the journey normally taken and during the period of time habitually spent by the employee:

- i) to and from the Workplace, between his habitual or occasional residence, and the installations which constitute his Workplace;
  - ii) between any of the places mentioned in the preceding paragraph and those mentioned in paragraphs i) and j);
  - iii) between the Workplace and where he goes to eat;
  - iv) between the place where, at the decision of the Policyholder, he provides any work-related service and the installations which constitute his habitual Workplace or his habitual or occasional residence;
  - v) between any of the workplaces of the Insured person, if he has more than one job; the entity responsible for the accident will be the employer towards whose workplace the employee was going;
- c) occurring when the normal journey, referred to in the paragraph above, has been subject to interruptions or diversions determined by the satisfaction of needs which the employee may need to attend to, or by force majeure or by chance;
- d) occurring in the execution of services provided spontaneously which may result in an economic gain for the Policyholder;
- e) occurring in the workplace or out of it when exercising the right to hold meetings or worker representation activities as permitted by law;
- f) occurring in the workplace when attending a professional training course, or outside the workplace when expressly authorised by the Policyholder to attend such a course;
- g) occurring when engaged in seeking employment during the hours allowed by law for such purpose to employees in the process of cessation of their employment contract;
- h) occurring outside the workplace or working hours when shown to be in the execution of services determined or agreed to by the Policyholder;
- i) occurring in the place where the employee receives his pay, if the employee is there for that purpose;
- j) occurring in a place where the employee is to receive any kind of attention or treatment by virtue of a previous work accident and so long as he remains there for that purpose.

### **Clause 3 - Object of the Contract**

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**1- The Insurer, in accordance with applicable legislation and the terms of this Policy, guarantees the responsibility of the Policyholder for compulsory liabilities arising from work accidents to the Insured Persons identified in the Policy, independently of the area in which they exercise their activity.**

**2- By agreement between the parties, the names of the Insured Persons may remain unidentified, in whole or in part, in the Policy.**

**3- Provision in kind is constituted by:**

- a) medical and surgical attention, general or specialist, including all necessary elements for diagnosis or treatment, as well as home visits;**
- b) provision of drugs and medication;**
- c) nursing care;**
- d) hospitalisation and heat treatments;**
- e) lodging;**

- f) transport for observation, treatment or court appearances;
- g) provision of technical assistance or other technical devices to compensate for functional limitations, including their repair and replacement;
- h) rehabilitation and professional and social reinsertion services, including adaptation of the work post;
- i) medical or functional rehabilitation services or for an active life;
- j) psychotherapeutic support, when necessary, to the Victim's family;
- l) psychological and psychiatric attention for the Victim and his family, when deemed necessary by the attending physician treating the Victim.

**4- Pecuniary provision is constituted by:**

- a) indemnification for temporary inability to work;
- b) provisional pension;
- c) indemnification in capital and pension for permanent inability to work;
- d) subsidy for a permanent high level of disability;
- e) subsidy for death;
- f) subsidy for funeral expenses;
- g) pension for death;
- h) additional provision for the assistance of a third party;
- i) subsidy for home adaptation;
- j) subsidy for attendance at professional rehabilitation activities necessary and appropriate for reinsertion of the Victim in the employment market.

#### **Clause 4 - Territorial Scope**

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**1- The present contract only covers work accidents occurring in Portugal, without prejudice to the following number.**

**2- Work accidents occurring abroad in which the Victims are Portuguese employees and foreign employees resident in Portugal, in the employ of a Portuguese Policyholder, are covered by this contract, except if the legislation of the State where the accident occurred allows them a right to compensation, in which case the employee may opt for either of the two regimes.**

#### **Clause 5 - Type of Cover**

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**The present contract is for fixed premium insurance, in which the contract covers a previously determined number of insured persons with a previously known remuneration value.**

#### **Clause 6 - Exclusions**

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**1- Apart from accidents excluded by applicable legislation, the following are not covered by the present contract:**

- a) occupational diseases;

- b) accidents due to acts of terrorism and sabotage, rebellion, insurrection, revolution and civil war;
- c) accidents due to invasion and war (declared or not) against foreign countries and hostilities between foreign nations (whether war is declared or not) and warlike acts directly or indirectly derived from these hostilities;
- d) hernias with formed sac;
- e) liability for any fines and bribes payable by the Policyholder for failure to comply with legal provisions.

2- Work accidents of which the Policyholder (when a single person) is Victim are excluded from the present contract.

3- If the disability or the exacerbation of the damage is a consequence of an unjustified refusal or failure to observe clinical or surgical prescriptions, indemnification may be reduced or excluded under the general terms.

4- Refusal of a surgical operation is always considered to be justified when, by its nature or due to the state of the Victim, it threatens the Victim's life.

## CHAPTER II INITIAL AND SUPERVENING RISK STATEMENT

### Clause 7 - Duty to make an initial risk statement

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1- The Policyholder shall, before signing the contract, issue an accurate statement on all the circumstances it is aware of and should reasonably consider significant for the appraisal of the by the Insurer.

2- The provisions in the previous number are also applicable to circumstances which are not specifically requested in the questionnaire supplied by the Insurer for that purpose.

3- Following acceptance of the contract, the Insurer cannot, except in the case of deliberate fraud by the Policyholder for the purpose of obtaining an advantage, avail itself of:

- a) the omission of an answer to a question of the questionnaire;
- b) an inaccurate answer to a question formulated in excessively general terms;
- c) inconsistency or evident contradiction in answers to the questionnaire;
- d) a fact that its representative, at the time of signing the contract, knew to be inaccurate or, when having been omitted, knew about;
- e) circumstances known to the Insurer, especially when public and well-known.

4- Before signing the contract, the Insurer should clearly inform the potential Policyholder about the duty referred to in number 1, as well as the regime governing



breach thereof under penalty of incurring third party liability, under the general terms.

#### **Clause 8 - Intentional breach of the duty to make an initial risk statement**

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1- In the case of deliberately fraudulent breach of the duty referred to in number 1 of the previous article, the contract shall be annulable by statement sent by the Insurer to the Policyholder.

2- If no losses have occurred, the statement referred to in the previous number must be sent within a period of three months counted from the time that this breach is known.

3- The Insurer is not obliged to cover any accident that occurs before it became aware of the intentional breach referred to in number 1 or during the period established in the previous number, and should follow the general procedure for annulment.

4- The Insurer is entitled to the premium payable up to the end of the period referred to in number 2, unless the Insurer or its representative has committed deliberate fraud or gross negligence.

5- In the case of deliberate fraud by the Policyholder for the purpose of obtaining an advantage, the premium is payable up to the end of the contract.

#### **Clause 9 - Negligent breach of the duty to make an initial risk statement**

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1- In the case of a breach with negligence of the duty referred to in number 1 of Article 7, the Insurer may, by statement sent to the Policyholder, within a period of three months counted from its knowledge of the breach:

- a) propose an amendment to the contract, establishing a deadline, of at least 14 days, for acceptance or, if permissible, the submission of a counter-proposal;
- b) terminate the contract, demonstrating that under no circumstances whatsoever will the Insurer conclude contracts covering risks related to the omitted or misrepresented fact.

2- The contract ceases to be effective 30 days after despatch of the notice of termination or 20 days after the Policyholder has received the proposed amendment, should the Policyholder neither respond nor reject the proposal.

3- In the case referred to in the previous number, the premium is returned on a *pro rata* basis according to the cover that has been provided.

4- If, before the termination or amendment of the contract, a loss occurs whose occurrence or consequences have been influenced by a fact relative to which there were negligent omissions or inaccuracies:

a) the Insurer shall cover the loss in the proportion of the difference between the premium paid and premium that would have been payable if, when the contract was signed, the Insurer had known the omitted or misrepresented fact;

b) the Insurer, demonstrating that in no case whatsoever would it have concluded the contract if it had known of the omitted or misrepresented fact, shall not cover the incident and is solely bound to return the premium.

#### Clause 10 - Increased risk

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1- The Policyholder is duty bound, during the enforcement of the contract, to inform the Insurer of all the circumstances that increase the risk within a period of 14 consecutive days from its becoming aware of the fact, provided that, had the Insurer known about these circumstances at the time of signing the contract, this might have influenced its decision to enter into the contract, or the conditions of the contract.

2- Within 30 days of knowing about the increased risk, the Insurer may:

a) present the Policyholder with a proposal to modify the contract, which the latter must accept or refuse during an equal period of time, after which it is understood that the proposed modification has been approved;

b) cancel the contract, demonstrating that under no circumstances whatsoever will the Insurer sign contracts covering risks with the characteristics derived from this increased risk.

3- The cancellation of the contract provided for at paragraph b) of the previous number is triggered at 24.00 hours on the day when it is discovered and becomes effective on the 14th consecutive day from the date on which the cancellation statement was sent.

#### Clause 11 – Claims and increased risk

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1- If, before the termination or amendment of the contract under the terms established in the previous article, there is a loss whose occurrence or consequences have been influenced by the increased risk, the Insurer:

a) shall cover the risk, carrying out the agreed payments, if the increased risk has been correctly communicated in due time before the incident or before the period established in number 1 of the previous article has elapsed;

b) shall partially cover the risk, reducing payment in the proportion between the premium effectively charged and the premium that would have been payable according to the real circumstances of the risk, if the increased risk had been correctly communicated in due time before the loss;

c) may refuse cover in the case of deliberate fraud by the Policyholder for the purpose of obtaining an advantage, maintaining its right to the expired premiums.

2 In the situation established in paragraphs a) and b) of the previous number, when the increased risk is caused by the Policyholder, the Insurer is not duty bound to make the payment, if it can demonstrate that under no circumstances whatsoever will it conclude contracts with the features arising from this increased risk.

#### Clause 12 - Limitation

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The terms of the present chapter do not prejudice the terms of clause 23.

### CHAPTER III PAYMENT AND ALTERATION OF PREMIUMS

#### Clause 13 - Premium due date

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- 1- Unless agreed otherwise, the initial premium or its first instalment falls due on the date of the signing of the contract.
- 2- Subsequent instalments of the initial premium, subsequent annual premiums and the successive instalments thereof are payable on the dates established in the contract.
- 3- The part of a variable premium relating to value adjustment and, when applicable, the part of the premium corresponding to contract amendments are payable on the dates indicated in the respective notices.

#### Clause 14 - Cover

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**Risk cover is dependent on the prior payment of the premium.**

#### Clause 15 - Premium payment notice

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- 1- During the enforcement of the contract, the Insurer must notify the Policyholder or Insured Person in writing of the amount payable, as well as the form and place of payment, at least 30 days in advance of the date when the premium or its instalments fall due.
- 2- The notice must present, in a legible manner, the consequences of non-payment of the premium or its instalment.
- 3- For insurance contracts where it is agreed that premium should be paid in instalments every three months or less and whose contract documentation indicates the due dates of the successive instalments of the premium and the corresponding amounts payable, as well as the consequences of their non-payment, the Insurer can decide not to send the notice referred to in number 1. In this case, the Insurer is responsible for proving the issue,

acceptance and sending to the Policyholder of contract documentation referred to in this number.

## **Clause 16 - Non-payment of premiums**

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1- Non-payment of the initial premium or its first instalment, on the due date, determines the automatic cancellation of the contract as of the date of signature.

2- Failure to pay subsequent annual premiums or first instalments thereof on the due date will prevent the extension of the contract.

3- Non-payment determines the automatic cancellation of the contract on the due date of:

- a) an instalment of the premium during the course of an annual period;
- b) an adjustment premium or part of a variable premium;
- c) an additional premium arising from an amendment to the contract based on a supervening increase of risk.

4- Non-payment, by the due date, of an additional premium arising from a contractual amendment shall make the amendment void; the contract shall subsist with the scope and under the conditions in force before the intended amendment, unless the contract proves impossible to maintain, in which case it shall be deemed to have been cancelled on the unpaid premium due date.

5- The termination of the contract due to non-payment of the premium, or part or an instalment of the premium, does not exonerate the Policyholder from the obligation to pay the premium corresponding to the period when the contract was in force, plus any late payment interest payable.

## **Clause 17 - Alteration of the premium**

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1- If there is no alteration to the risk, any alteration to the premium applicable to the contract will only take effect on the following annual due date, except as provided for in the following numbers.

2- The amount of the contract premium, by law, may be reviewed by initiative of the Insurer or at the request of the Policyholder, based on an effective change in the Accident Prevention conditions in the workplace.

3- The alteration of the premium by application of a no-claims bonus or due to increased claims, regulated by the attached table and provisions, is applied on the maturity date following confirmation of the fact.

## **CHAPTER IV**

## TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE CONTRACT

### Clause 18 – Start of cover and effectiveness

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1- The date and time of the start of cover of the risks are indicated in the contract, pursuant to Article 14.

2- The provisions established in the previous number are equally applicable to the initial effectiveness of the contract, if different from the start of cover of the risk.

### Clause 19 - Duration

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- 1- The contract indicates its duration, which may be for a fixed and determined period (temporary insurance) or for one year extendable by further periods of one year.
- 2- The contract ceases to be effective at 24.00 hours of the last day of its term.
- 3- An extension as established in number 1 shall not take effect if either of the parties issues notice of termination of the contract at least 30 days before the extension date, or if the Policyholder does not pay the premium.
- 4- The present Policy will expire on the date of final closure of the establishment, in which case the premium refund will be processed, unless otherwise agreed, on a *pro rata* basis, according to law; the Policyholder must inform the Insurer of this situation.

### Clause 20 - Cancellation of the Contract

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- 1- The contract may be cancelled by the parties at any time, when there is just cause, by registered mail.
- 2- The amount of the Premium to be returned to the Policyholder in the case of early termination of the contract is calculated in proportion to the remaining period of time up to its expiry date, unless different calculations are agreed by the parties according to a justified reason, such as a guarantee of technical separation between the pricing of the annual insurance and temporary insurance.
- 3- The cancellation of the contract is triggered at 24.00 hours on the day when it is confirmed and becomes effective on the 14th consecutive day from the date on which the cancellation statement was sent.

## CHAPTER V MAIN PAYMENT BY THE INSURER

## Clause 21 - Assured Remuneration

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- 1- Setting the assured remuneration, which is the basis for calculating the liabilities covered by this Policy, is always the responsibility of the Policyholder.
- 2- The amount of the remuneration must cover, both on the date of signature of the contract and at all times during its validity, everything which the law considers to constitute an element of the remuneration and all the regular provisions which are not intended to compensate the Insured person for random costs, specifically including Christmas and holiday bonuses.
- 3- If the insured person is a worker in practice, apprentice or work experience employee, or in any other situation considered to be professional training, the insured remuneration must correspond to the mean gross annual remuneration of a worker in the same or a similar company exercising an activity corresponding to his education, training or work experience.
- 4- If the remuneration on the day of the accident is not normal remuneration, and in cases of non-regular or part-time work when the worker has a formal relationship with more than one employer, the remuneration is calculated from the average remuneration earned by the Victim during a period of one year prior to the accident.
- 5- In the absence of the information referred to in the previous number, the amount will be calculated at the prudent discretion of the judge, taking into account the nature of the services provided, the professional category of the Victim and custom.
- 6- The provision for part-time workers will be calculated on the basis of the remuneration that they would earn if they worked full time.
- 7- The remuneration cannot be less than that resulting from the labour law or collective regulatory instrument.
- 8- Calculation of payments which, under the terms of the present contract, are the responsibility of the Insurer, must comply with the applicable legal provisions, except when, by mutual agreement, a form of calculation more beneficial to the Victims is considered.

## Clause 22 - Automatic updating of assured remuneration in contracts signed at a fixed premium

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- 1- The remunerations indicated in fixed premium annual contracts renewable for further periods of one year are automatically updated on the date of entry into validity of variations in the guaranteed monthly minimum remuneration, unless the Policyholder has, between the dates of two successive variations

in the guaranteed monthly minimum remuneration, updated the assured remunerations.

- 2- The updating referred to in the previous number is the coefficient of variation (up to 1.10) between the old and new guaranteed monthly minimum remuneration, applicable to assured remunerations; the Policyholder undertakes to pay the additional premium due on this updating.
- 3- The updating provided for in the previous numbers obliges the Insurer to make pecuniary payments to Victims based on the remuneration effectively earned at the date of the accident, however its liability is limited to the value resulting from the application of the coefficient of 1.10 to the remunerations indicated in the Particular Conditions, unless the reference for the premium adjustment rate was a higher coefficient.

### Clause 23 - Insufficiency of Assured Remuneration

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1-If the declared remuneration is lower than the real figure, the Policyholder will be responsible:

- a) for the differences in the indemnification for temporary disability and pensions;
- b) for the corresponding proportion of expenses for hospitalisation and clinical attention.

2- In the case provided for in the previous number, the declared remuneration cannot be lower than the guaranteed minimum monthly remuneration.

## CHAPTER VI OBLIGATIONS AND RIGHTS OF THE PARTIES

### Clause 24 - Obligations of the Policyholder with relation to risk information

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1- In addition to the provisions of Chapter II, the Policyholder undertakes to advise the Insurer in advance of the transfer of Insured persons to the territory of a State which is not a member of the European Union, and transfers to a State which is a member of the European Union for longer than 15 days, on pain of unopposable liability for losses and damage to Insured persons.

2- Except as agreed otherwise, the communications provided for in the previous number are to be effected using information technology, i.e. by a digital support or electronic mail.

### Clause 25 - Obligations of the Policyholder in the event of a work accident

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**1-In the event of a work accident, the Policyholder undertakes:**

- a) to fill in the legally established work accident report form and send it to the Insurer within 24 hours from learning of the accident;**
- b) to inform the Insurer immediately of fatal accidents, without prejudice to the subsequent submission of the report form as per the previous paragraph;**
- c) to take the Victim to the Insurer's attending physician without delay, unless this is not possible and the urgent need for attention makes recourse to another attending physician necessary.**

**2- The communications provided for in paragraphs a) and b) of the previous number are to be effected using information technology, i.e. by a digital support or electronic mail, except if the Policyholder is a microbusiness, which can always opt for paper support**

**3- Breach of the provisions in paragraphs a) and b) of number 1 determines the Policyholder's liability for the losses and damages paid by the Insurer.**

**4- Breach of the provisions of paragraph c) of number 1 will determine:**

- a) the reduction of the Insurer's payment on account of the damage caused to it by the breach;**
- b) the loss of cover if deliberately fraudulent and with specific significant damage to the Insurer.**

**5- The provisions of numbers 3 and 4 are unopposable for the Victims and other legal beneficiaries of work accident indemnification, while the Insurer has the right of recourse provided for in clause 28.**

## **Clause 26 - Legal defence**

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**1- The Policyholder may not intervene in relations between the Insurer and the Victim, or the latter's legal beneficiaries, to resolve matters involving the responsibility guaranteed by this contract, either in or out of court.**

**2- If after a work accident the Policyholder acts with respect to the Victim or the latter's legal beneficiaries, in violation of the provisions of the previous number, specifically concluding agreements, satisfying expenses, attempting procedures or practising any other act in the competence of the Insurer, without written authorisation of the latter, and without prejudice to the unopposability of the Victim or the latter's legal beneficiaries, it will be obliged to reimburse the Insurer for all the amounts that the latter spends on compensation for the accident arising from this intervention, as provided for in clause 28, unless it is shown that the action caused no prejudice to the Insurer.**

**3- The Policyholder must provide the Insurer with all the information that it can reasonably require.**



## **Clause 27 - Obligations of the Insurer**

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- 1- The Insurer undertakes to satisfy its contractual provision to the Victim, after confirmation of the occurrence of the loss and its causes, circumstances and consequences.
- 2- The investigations required for recognition of the loss and assessment of damage must be conducted by the Insurer with appropriate promptness and diligence.
- 3- The Insurer's obligation ceases after 30 days for the clarification of the facts referred to in the previous number.
- 4- The Victim has the right to receive on request, at any time, a copy of all the documents relating to his case, specifically the discharge slip and the additional diagnostic tests in the possession of the Insurer.

## **Clause 28- Right of recourse of the Insurer**

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- 1- After the occurrence of a work accident, the Insurer has the right of recourse relative to the amount disbursed, against the Policyholder:
  - a) if the accident was provoked by the Policyholder, its representative or a contracted entity, or by a company making use of its labour, or results from a failure by any of the above to observe the health and safety at work rules, or if any of them have fraudulently injured the Insurer after the loss;
  - b) in the event of breach of the obligations described in the paragraphs of no. 1 of clause 24, to the extent to which the expenditure is imputable to the breach;
  - c) for insurance contracted without indication of names, in the terms of no. 2 of clause 3, when it is shown that more people were used to execute the work covered by the contract than indicated as Insured Persons;
  - d) as a result of exacerbation of the Victim's injuries arising from breach of the provisions of no. 1 of clause 25.

In the cases described in parts 1 and 2 of paragraph a) of the previous number, the Insurer will make the payments that would have been due if there had been no culpable act, without prejudice to its right of recourse.

## **Clause 29 - Subrogation by the Insurer**

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- 1- Once the indemnity is paid, the rights of the Insured Person against the third party responsible for the work accident shall be subrogated to the Insurer, to the extent of the amount paid, however the right to legal action will depend on non-exercise by the Victim within one year from the date of the accident.
- 2- The Insured Person shall be liable, up to the limit of the indemnity paid by the Insurer, for acts or omissions which hinder the rights established in the previous number.

## **CHAPTER VII**

### **MISCELLANEOUS PROVISIONS**

#### **Clause 30 - Choice of attending physician**

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- 1- The Insurer has the right to designate the attending physician who will attend the Victim.
- 2- The Victim may, however, go to any attending physician in the following cases:
  - a) if the Policyholder or its representative are not available in the place where the work accident occurred and urgent attention is needed;
  - b) if the Insurer does not name a attending physician, or until it does;
  - c) if the Insurer renounces the right established in no. 1;
  - d) if he is discharged without being cured, in which case he must submit to examination by the court's medical expert.
- 3- The Victim may also choose the surgeon in the case of high-risk surgery and operations in which his life may be threatened as a result of surgery.
- 4- As long as there is no designated attending physician, the attending physician who treats the Victim shall be considered as such for all legal purposes.

#### **Clause 31 - Recognition of responsibility by the Insurer**

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- 1- The provision of urgent first aid or reporting of the work accident to the competent entities does not signify recognition of liability by the Insurer.
- 2- Payment of indemnities or other expenses does not preclude the Insurer from later refusing to accept liability for the accident when circumstances recognised subsequently justify such refusal, in which case it has a right to recover all sums paid.

#### **Clause 32 - Intervention of an insurance intermediary**

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- 1- No insurance intermediary may be considered authorised, in the name of the Insurer, to sign or cancel insurance contracts, to contract or alter the obligations arising therein or to validate additional statements, except in the cases provided for in the following numbers.
- 2- The insurance intermediary that has been sufficiently empowered for the purpose by the Insurer can conclude insurance contracts, contract or alter the obligations arising therein or validate additional statements, on behalf of the Insurer.

3- Notwithstanding the insurance intermediary's lack of specific powers for the purpose, the insurance is considered effective when there are well substantiated reasons, objectively appraised, taking into account the circumstances of the case, which justify the Policyholder's trust and confidence in good faith in the intermediary's legitimacy, provided that the Insurer has also contributed to provide grounds for the Policyholder's trust and confidence.

### **Clause 33 - Communications and notifications between the parties**

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1. The communications and notifications made by the Policyholder and Insured Person established in this policy are considered valid and fully effective if addressed to the Insurer's head office or branch office, as applicable.
2. Communications or notifications made, under the terms of the previous number, to the address of the Insurer's representative not established in Portugal are also valid and fully effective, relative to claims covered by this policy.
3. The communications established in the present contract should be written or provided in another form with a durable record.
4. The Insurer is only duty bound to send the communications established in the present contract if their intended receiver is duly identified in the contract, and they are deemed to have been validly made if sent to the respective address featured in the policy.

### **Clause 34 - Applicable legislation, claims and arbitration**

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1. The law applicable to this contract is Portuguese law.
2. Complaints relating to the present contract may be presented to the Insurer's services identified in the contract and to the Insurance and Pension Fund Supervision Authority ([www.asf.com.pt](http://www.asf.com.pt)).
3. Disputes arising from this contract can be submitted to arbitration, pursuant to the law.

### **Clause 35 - Jurisdiction**

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The competent jurisdiction to settle disputes arising from the present contract is that established in civil law.

## General Conditions

### Annex - System of bonuses or premium increases based on claims history (bonus/malus)

**1- The amount of the contract premium** may be reviewed on the basis of the claims history, or the implementation of effective measures or improvements in accident prevention conditions in the workplace.

#### **2- Premium Increase**

As a result of the losses claimed on the policy, the Insurer may proceed to increase the premium when the contract is renewed, as follows:

% Claims Rate	% Increase
Up to 75	10
From 76 to 85	15
From 86 to 95	20
Higher than 95	50

#### **3- Premium Reduction**

The premium applicable to the contract, consisting of the Tariff applicable to the activity declared for insurance purposes, shall be reduced according to the claims history after three complete consecutive years, according to the following premium discount table:

% Claims Rate	% Discount
Up to 5	20
From 6 to 20	15
From 21 to 30	10
From 31 to 40	5

The Claims Rate is understood to mean the ratio between expenses for accidents (Indemnities to Victims and beneficiaries, expenses for medical attention, medication and hospital costs, transport, food, lodging etc. paid in the interest of Victims, definitive or provisional mathematical provisions) and the premiums processed, net and refunded.

***The present document is a translation of the Portuguese version. In case of discrepancy between the versions, the Portuguese version shall prevail.***