

Workers' Compensation Insurance

General Conditions of the Policy

Customer Service: 210 042 490 / 226 089 290

Personalised service available
every business day from 8:30 a.m. to 7:00 p.m.
Cost of call to national landline

www.ocidental.pt

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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:

- a) **POLICY**: the set of Conditions identified in the preceding article, which formalises the signed insurance contract;
- b) **INSURER**: the entity legally authorised to provide compulsory work accident insurance for self-employed, and the entity underwriting this contract;
- c) **POLICYHOLDER**: the employing entity who concludes this contract with the Insurer, and is liable for payment of the premium;
- d) **INSURED PERSON**: the self-employed worker entitled to the insured interest;

- e) **SELF-EMPLOYED WORKER**: the worker who performs activity on his/her own account;
- f) **BENEFICIARY**: the person legally entitled to the benefits from the Insurer due to the death of the Injured Party as a result of a work accident;
- g) **WORKPLACE**: the place where the worker is located or a location where he/she must go due to their work and considering as such the individual worker's permanent or occasional residence, in cases where work is performed at home;
- h) **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 or interruptions to service provision;
- i) **INJURED PARTY**: the Insured Person who suffered a work accident;
- j) **CLINICAL CURE**: the situation in which the injuries have completely disappeared or are not susceptible to modification with appropriate therapy;
- k) **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.
- l) **SALARIED EMPLOYEE**: the worker bound by an employment contract or legally equivalent contract, as well as the trainee, apprentice, intern and other situations which might be considered as professional training, and also the person who, considering him/herself economically dependent on an employment entity, provides, with others or on their own, a certain service.

Article 2 - Concept of a work accident

1- A work accident shall be understood as an accident: a) which occurs at the workplace or at the location where the service is provided and during working hours and directly or indirectly produces bodily injury, functional disorder or illness resulting in a reduction in the capacity to work or to earn a livelihood or results in death;

b) that occurs on the route normally used and during the uninterrupted period of time usually spent by the worker:

i) to and from the workplace, or to the location where the service is provided, between the worker's permanent or occasional residence, from the access door to the common areas of the building or to the public thoroughfare, up to the facilities that are said worker's workplace;

ii) between the workplace and the location for meals;

iii) between any of the places referenced in subparagraph i) and the location where the worker must be provided with any form of assistance or treatment as a result of a previous accident at work and while he/she remains there for those purposes.

2- A work accident is considered to occur when the normal route has been interrupted or diverted in order to meet the worker's reasonable needs, as well as due to force majeure or unforeseeable circumstances.

Article 3 - Object of the contract

1- The Insurer, in accordance with applicable legislation and pursuant to this Policy, covers the costs arising from work accidents involving the Insured Person, as a result of practicing the professional activity on their own account identified in the Policy.

2- Benefits in kind are those of a medical, surgical, pharmaceutical, hospital or any other nature, whatever their form, provided that they are necessary and appropriate for the restoration of the state of health and the capacity for work or earning of the Injured Party and his/her resumption of active life.

3- Cash benefits include compensation for temporary absolute or partial incapacity for work, compensation in the form of capital or a life pension corresponding to a reduction in the capacity for work or earning, in the event of permanent disability, the subsidy for situations of extreme permanent disability, the subsidy for the housing readaptation, the supplementary benefit for assistance of a third person, and, in cases of death, pensions to the Injured Person's relatives, as well as a death subsidy and funeral expenses.

Article 4 – Territorial Scope

1. This contract only covers work accidents that occur in national territory and in the territory of Member States of the European Union where the worker performs his/her activity, provided that the period does not exceed 15 days.

2. The contract may cover work accidents in addition to those provided for in the previous paragraph, provided that an extension of coverage is contracted in this regard.

Article 5 - 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 labour disturbances, such as strikes and riots;
- c) accidents due to acts of terrorism and sabotage, rebellion, insurrection, revolution and civil war;
- d) 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;
- e) Bulging hernias;
- f) accidents resulting from failure to comply with the legal provisions on safety;
- g) liability for any fines and penalties imposed on the Policyholder for failure to comply with legal provisions.

2- In the event of an accident that occurs on foreign territory, coverage of the expenses incurred there in relation to repatriation depends on an agreement expressed in the contract.

3- Disabilities judicially recognised as a consequence of unjustified refusal or failure to observe clinical or surgical prescriptions or as having been voluntarily caused, to the extent that they result from such behaviour, do not confer the right to benefits provided in this Policy.

4- For the purposes of the provision in the preceding paragraph, 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 Injured Party at risk.

CHAPTER II

INITIAL AND SUPERVENING RISK STATEMENT

Article 6 - 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) from the failure to answer the questionnaire;
- b) from an imprecise answer to a question formulated in too general terms;
- c) from the inconsistency or obvious contradiction in the answers to the questionnaire;
- d) a fact that its representative, at the time of signing the contract, knew to be inaccurate or, having been omitted, knew about;
- e) from 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 7 – 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 8 - Negligent breach of the duty to provide an initial risk statement

1- In the event of negligent breach to comply with the duty referred to in Article 6(1), the Insurer may, by a statement to be sent to the Policyholder, within three months of becoming aware:

- a) propose an alteration to the contract, setting a deadline of no later than 14 days, to send the acceptance or, if admitted, the counteroffer;
- b) ceasing the contract, and demonstrating that they do not under any circumstances conclude contracts for coverage of the risk 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 amendment by the Policyholder, if there is no answer or it is 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 amendment of the contract, an incident occurs and the occurrence or the consequences of which have been influenced by a fact relative to which there have been negligent omissions or inaccuracies, then:

- 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 9 - 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 under no circumstances is the Insurer to enter contracts that cover risks with characteristics resulting from such risk increase.

3- Contract resolution 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 10 - Claim and risk increase

1- Should, prior to termination or alteration of contract under the terms provided for in the preceding article, a claim occur whose verification or consequence has been influenced by the risk increase, 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) partially covers the risk, reducing its benefit in proportion to the premium actually charged and that which would be due on basis 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.

CHAPTER III

PAYMENT AND PREMIUM CHANGES

Article 11 - Premium due date

1- Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due upon signing the contract.

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 12 - Coverage

The risk coverage depends on the prior premium payment.

Article 13 - 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 14 – Non-payment of premium

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 determines the automatic termination of the contract on the due date of:

- a) an instalment of the Premium in the course of an annuity;
- b) an additional premium resulting from contract modification based on a supervening aggravation 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.

Article 15 - Change in premium

1- If there is no change in risk, any change in the premium applicable to the contract must only take effect on the following annual due date, unless provided 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 or of the location where the service is provided.

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 16 - Start of coverage and effects

1- The start date and time of risk coverage are indicated in the contract, in compliance with the provisions of article 12.

2- The provisions of the preceding paragraph are equally applicable to the start of contract effects, which is distinct from the start of risk coverage.

Article 17 - 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's 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 18 - Contract Termination

- 1- The parties may, at any time, terminate the contract if there is just cause, by registered post.
- 2- The premium amount to be returned to the Policyholder in the event of early contractual termination is calculated in proportion to the period of time 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 19 - 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 may not, however, be less than 14 times the guaranteed minimum monthly salary.
- 3- For any amount higher than the minimum referenced in the previous paragraph, the Insurer may require proof of income.
- 4- If proof of income is not required at the time of concluding or amending the contract, the guaranteed amount is considered, for the purposes of benefits due by the Insurer.
- 5- 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 Party is considered.

Article 20 - Automatic update of insured salary

- 1- The salary indicated in one-year contracts extendable for new periods of one year is 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 Party 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 21 - Concurrent regimes

- 1- When the Injured Party is both self-employed and a salaried employee and there is doubt about the regime applicable to the accident, it will be presumed, until proven otherwise, that the accident occurred in the service of the employer entity.
- 2- If it is proven that the work accident occurred when the Injured Party was working as a self-employed worker, the entity presumed to be responsible under the terms of the previous paragraph acquires the right of recovery against the Insurer of this contract or against the worker him/herself.

CHAPTER VI OBLIGATIONS AND RIGHTS OF THE PARTIES

Article 22 - Obligations of the Policyholder or beneficiary

- 1- In the event of a work accident, the Policyholder or, to the extent applicable, the beneficiary, 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 themselves without delay to the Insurer's physician, unless this is not possible and the urgent need for assistance requires recourse to another doctor.
- 2- Unless otherwise agreed, 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.
- 3- Non-compliance with the provisions of paragraph 1 shall determine, except as provided for in the following paragraph:
 - a) the reduction of Insurer benefit in view of the damage by which the breach causes it
 - b) the loss of coverage if it is intentional for the purpose of obtaining an advantage and has caused significant damage to the Insurer.

4- In the event of non-compliance with the provisions of paragraph 1(a)(b), the penalty provided for in the previous paragraph shall not apply when the Insurer becomes aware of the incident by other means during the timeframes provided for in that subparagraph, or the Policyholder or Beneficiary proves that it could not have reasonably submitted the required communication sooner than it did.

Article 23 - 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.

Article 24 - Subrogation by the Insurer

- 1- The Insurer who has paid the 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.
- 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 25 - 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 assistance is of an urgent nature;
 - 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 the previous paragraph;
 - 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 physician who should operate on him/her in cases of major surgery and during those which, as a consequence of the operation, may put his/her life in danger.

Article 26 - 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 27 - 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- Notwithstanding the lack of specific powers for this purpose on behalf of the insurance intermediary, the insurance is deemed effective when there are strong and objectively appraised reasons, taking into account the circumstances of the case, that justify the Policyholder's confidence in good faith legitimacy of the insurance agent, provided that the Insurer has also contributed to establishing the Policyholder's confidence.

Article 28 - 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 29 - 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 30 - Jurisdiction

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

Article 31 - 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 Organization or by penalties, laws or commercial or economic regulations of the European Union, provided they are applicable under Portuguese law.

General Conditions Annex

Annex - System of premium discounts and increases per claim rate (bonus/malus) pursuant to Article 15(2)(3) from the Policy's General Conditions

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.