

# Mortgage Loan Life Risk General and Special Conditions of the Policy

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#### MORTGAGE LOAN LIFE RISK

#### General Conditions – Annual Renewable Temporary Insurance (Group)

#### ARTICLE 1. **DEFINITIONS**

For the purposes of the present group life insurance contract, the following definitions are applicable:

**INSURER**: Ocidental - Companhia Portuguesa de Seguros de Vida, S.A., legally authorised to perform insurance activity;

**INSURANCE POLICYHOLDER:** natural or legal person concluding the insurance contract with the Insurer;

**INSURANCE PROPOSAL:** document representing the will of the Insurance Policyholder to subscribe to an insurance contract under certain conditions;

**INSURABLE GROUP:** The group of people which, at any given time, maintains with the Insurance Policyholder the bond or common interest defined as the condition of eligibility in the Special Conditions, Particular Conditions or Individual Certificate;

**INSURED PERSON:** the person, belonging to the Insurable Group, who has proposed to subscribe and has been accepted by the Insurer for the purposes of the guarantee of the risks covered under the terms established in this contract;

SUBSCRIPTION PROPOSAL: document representing the will of the Insured Person to subscribe to an insurance contract under certain conditions;

POLICY: the set of documents certifying the insurance contract, of which the Insurance Proposal, the Subscription Proposals and the Health Questionnaires, the General Conditions, the Special Conditions, the Particular Conditions, the Individual Certificates and all the additional documents which complete or amend them are an integral part;

**INSURED CAPITAL:** value entered in the Individual Certificate as the amount owed to the Beneficiary in in the event of occurrence of a risk that is considered covered by the insurance contract;

ACTUARIAL AGE: the age on the anniversary of the Insured Person closest to the date of the start of the insurance contract or of its renewal;

INDIVIDUAL CERTIFICATE: the document issued by the Insurer confirming the subscription of each Insured Person to the insurance contract, mentioning, namely, the insured capital and the identification details of the Insurance Policyholder, Insured Person and the Beneficiaries;

BENEFICIARY: the natural or legal person receiving the insured capital in the event of occurrence of a risk covered by the policy;

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**CONTRIBUTORY GROUP INSURANCE:** Group insurance is contributory when the Insured Persons pay, in full or in part, the amount corresponding to the premium owed by the Insurance Policyholder;

NON-CONTRIBUTORY GROUP INSURANCE: Group insurance is noncontributory when the premium is paid by the Insurance Policyholder.

## ARTICLE 2. **RISK STATEMENT**

**1** - The statements of the Insurance Policyholder and of the Insured Person, provided in the Insurance Proposal and in the Subscription Proposal, as well as in the Health Questionnaires, if any, serve as a base for the present contract.

2 - Non-compliance by the Insurance Policyholder or the Insured Person with the duty to accurately state all the circumstances they are aware of and should reasonably consider significant for the assessment of the risk, will lead to the annulment, amendment or termination of the contract or subscription, in accordance with the situations and under the terms set out in the law.

3 - With the exception of supplementary accident and disability coverages, the Insurer cannot avail itself of negligent omissions or inaccuracies in the initial risk statement more than two years after the signing of the contract.

#### ARTICLE 3. OBJECT OF THE CONTRACT

1 - The object of the present contract is the coverage of the risk of death, referred to as main coverage, as well as the supplementary coverages contracted and contained in the respectiove Special Conditions, when mentioned in the Particular Conditions and Individual Certificates, with the Insurer undertaking to pay the insured capital in the event of the occurrence of the covered risks.

2 - This contract does not confer any entitlement to surrender, transfer, advance or reduction.

3 - Unless stated otherwise in the Special Conditions, Particular Conditions or in the Individual Certificate and without prejudice to the applicable legal and contractual exclusions, the present contract includes restrictions to the territorial scope for travel taking place outside the European Union, with the exception of United Kingdom, Switzerland, Norway, USA, Canada, Australia, New Zealand and Japan.

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4 - Whenever the Insured Person or, in the case of non-contributory group insurance, the Insurance Policyholder wishes to extend the territorial scope to other locations in addition to those referred to in the preceding paragraph it must, prior to the start of the trip, communicate said fact to the Insurer which may accept its extension under the conditions that are established for this purpose and through payment of the respective premium surcharge.

## ARTICLE 4. START AND DURATION OF THE CONTRACT

1 - The contract begins at zero hours on the day immediately after the acceptance of the risk by the Insurer, unless another starting date is established.

2 - The present contract is concluded for the period of one year, unless another initial period is stipulated in the Special or Particular Conditions, being successively renewed at the stipulated end of term, for new periods of one year, without prejudice to being able to be terminated under the terms foreseen in this contract.

3 - The subscriptions that do not begin on the anniversary date of the contract are in force for the period of time up until that date, following which they are extended under the terms established in the preceding paragraph.

## ARTICLE 5. SUBSCRIPTION CONDITIONS

1 - All the persons that are part of the Insurable Group defined in the Special Conditions, Particular Conditions or Individual Certificate can propose to subscribe to this contract.

2 - The Subscription Proposal, duly completed and signed by the candidate to Insured Person, as well as the Health Questionnaire, when available, serves as a base for the assessment and acceptance of the risk, with the Insurer reserving the right to request, on behalf of the candidate, other information relative to the state of health of the candidate to Insured Person.

3 - In addition to that referred to in the preceding paragraph, other information necessary for the assessment of the risk may be requested by the Insurer.

4 - Until the assessment of the information requested under the terms of the preceding paragraphs and until the end of the period legally specified for this purpose, the Subscription Proposal is not considered accepted, and the Insurer can postpone the decision one

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or more times, by means of a substantiated communication sent to the candidate to Insured Person.

5 - The global assessment of the risk by the Insurer can result in the acceptance or refusal of the subscription to the contract or in the acceptance against payment of a premium surcharge, reduction of the capital or total or partial exclusion of coverages.

6 - The refusal or acceptance of the insurance with a premium surcharge, reduction of capital or exclusion of coverages shall be communicated in writing, to the Insured Person, within 30 days as of the conclusion of the analysis of the respective individual risk.

7 - By initiative of the Insurance Policyholder or the Insurer, the effects derived from the contract may be limited to those arising from the Individual Certificates already issued and in force on a specific date.

8 - For the purposes of the exercise of the right foreseen in the preceding paragraph, the interested party should inform the other of its intention by registered letter sent at least 30 days in advance of the intended effective date.

## ARTICLE 6. EXCLUSIONS

1 - This contract shall not cover incidents derived from:

- a) pre-existing disease, considered as any involuntary change in the state of health of the Insured Person, capable of being medically confirmed, and which was subject to a diagnosis or that, with a sufficient degree of evidence, was revealed on a date prior to the date of subscription to the present contract or the date of increase of the insured capital of the coverage, respecting in the latter case the exclusion only in relation to the increased coverage, unless a formal communication was sent to the Insurer, and the latter accepted the conditions that were established for this purpose.
- b) suicide of the Insured Person, if occurred up to two years after the start date of the subscription or of the increase of the insured capital on death, respecting in the latter case the exclusion only in relation to the increased coverage;
- c) criminal or administrative offence practiced by the Insured Person, Insurance Policyholder or by the Beneficiary, as declared in a final judgement, albeit without a prison sentence;

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- d) situation of war, whether or not the Insured Person has been drafted, terrorism or disturbances to public order in the country of residence or another, including during temporary trips;
- e) natural disasters;
- f) nuclear reactions and radioactive contamination;
- g) intentional act or voluntary mutilation, drunkenness or use of narcotics without medical prescription, considering that a person who is detected with a blood alcohol level of more than 0.5 gr/l is in a state of drunkenness;
- h) operating or use of aircraft, except as passengers on board authorised commercial airlines;
- i) manifestly dangerous professional or extraprofessional activity, such as speed competition in any type of vehicle, pursuit of the activity of fireman or civil construction;
- i) temporary or permanent travel to countries or regions where an epidemic, declared by the health authorities, occurs;
- k) professional practice of any sport or sport competitions integrated in championships or respective training, as well as professional or amateur activities such as boxing, mountaineering, bull-fighting, speleology, parachuting, hanggliding, paragliding, surf, windsurf and submarine hunting.

2-The coverages guaranteed by the policy can be extended to the cases defined in sub-paragraphs h) to k) of the preceding paragraph, under the conditions established for that purpose with the Insurer and against the prior payment of the respective premium surcharge.

#### ARTICLE 7. BENEFICIARIES

1 - Unless otherwise provided for in the Special or Particular Conditions, the Insured Person or, in the case of non-contributory group insurance, the Insurance Policyholder, designates the respective Beneficiary, and can at any moment change the beneficiary clause. This alteration takes effect as of the date when the Insurer has received the corresponding written communication, which must be laid down in the endorsement of the policy.

2 - The right to change the beneficiary clause ceases at the moment when the Beneficiary acquires the right to the insured capital.

3 - The beneficiary clause is irrevocable whenever the Beneficiary has expressly accepted the benefit or the Insured Person or Insurance Policyholder has explicitly renounced, when it has been so agreed, altering the clause.

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4 - The renouncement of the Insured Person or Insurance Policyholder concerning altering the beneficiary clause, as well as the acceptance of the Beneficiary depends on the effective written communication received by the Insurer.

5 - As the beneficiary clause is irrevocable, the exercise of any right arising from the contract or entitlement to modify the contractual conditions shall require the prior written agreement of the Beneficiary.

# ARTICLE 8. TERMINATION OF COVERAGES FOR EACH INSURED PERSON

1 - Unless otherwise provided for in the Special Conditions, Particular Conditions or in the Individual Certificate, the coverages guaranteed under this contract terminate for each Insured Person:

- a) in the case of notice of termination of the contract or of the bond arising from subscription, on the anniversary date of the policy, provided it is communicated 30 days in advance;
- b) on the contract cancellation date;
- c) on the date when the Insured Person reaches the age limit that is established in the Special Conditions or in the Individual Certificate;
- d) on the date when the Insured Person is excluded from the group insurance in the case of termination of the bond with the Insurance Policyholder;
- e) when, according to what has been agreed, the Insurance Policyholder or the Insured Person does not pay the premium to the Insurer on the stipulated date for the purpose;
- f) when the Insured Person or the Beneficiary, with the former's knowledge, practices fraudulent acts to the detriment of the Insurer or the Insurance Policyholder;
- g) in the case of payment of the insured capital because the object of the contract was reached.

2 - The Insurance Policyholder and the Insured Person undertake to notify the Insurer, within the period of eight days, of the termination of the bond or common interest defined in the contract as a condition of eligibility.



#### ARTICLE 9. INCREASED RISK

1 - Regarding the supplementary accident, disability due to accident or illness coverages, if contracted, the Insurance Policyholder or the Insured Person undertake to notify the Insurer in writing, within the period of 14 days counted from its observation, the occurrence of any circumstances or performance of any activities which might constitute an increase of the risk, which do not result from a worsening of the health status of the Insured Person, under penalty of cancellation of the contract or termination of the guarantees granted in relation to one or more Insured Persons, under the terms set out in the law.

2 - After having received the communication referred to in the previous paragraph, the Insurer may decide, within the period of 30 days, to maintain the coverage with application of the respective premium surcharge, or its termination.

#### ARTICLE 10. RECTIFICATION OF AGE

1 - In the case of divergence, either more or less, between the declared age and the true age of the Insured Person, the Insurer's payment decreases in proportion to the premium paid or the Insurer returns the excess premium, as appropriate.

2 - The Insurer may cancel the contract if the true age diverges from the minimum and maximum limits established by the Insurer for the conclusion of this type of insurance contract.

#### ARTICLE 11. CALCULATION OF THE PREMIUM

The premium is calculated according to the actuarial age of the Insured Person, the insured capital and the tariffs in force at the date of calculation, being subject to revision under the terms established in the Special Conditions or in the Individual Certificate.

#### ARTICLE 12. PAYMENT OF THE PREMIUM

1 - The obligation of payment of the premium on the dates and under the conditions stipulated in the policy lies with the Insured Person or, in the case of the non-contributory group insurance, with the Insurance Policyholder.

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2 - During the enforcement of the contract, the Insurer must notify the Insured Person or, in the case of non-contributory group insurance, the Insurance Policyholder 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.

3 - The premium or instalment includes the risk coverage, acquisition, management and collection costs and the fractioning costs, to which are added the payable fiscal and parafiscal charges.

4 - The charges related to the issuance of the policy or endorsements, established in the Proposal or in the Individual Certificate, are included in the initial premium, or in the first instalment of the latter, or in the premiums corresponding to changes to the contract.

5 - The payment of the premium shall be made at the registered office or in the offices of the Insurer, if nothing else has been agreed by the parties, with the Insurer being however entitled to request its payment at a different location or use other appropriate means to facilitate said payment.

## ARTICLE 13. NON-PAYMENT OF THE PREMIUM

1 - Non-payment of the premium on its due date entitles the Insurer to terminate the coverages relative to the Insured Person or to dissolve the contract, as appropriate.

2 - In the case of non-payment of the premium on its due date, if the contract establishes an irrevocable benefit for a third party, the Insurer should challenge the latter, within 30 days, to, if it so wishes, take the place of the Insured Person or Insurance Policyholder, in the case of non-contributory group insurance, in the respective payment.

3 - By payment of the outstanding premiums, plus any late payment interest at the rate applicable to commercial operations, the Insured Person is entitled to return to their validity, under the original conditions and through a health statement and subject to acceptance by the Insurer, the coverages within a maximum period of three months as of their effective termination date.

# ARTICLE 14. OCCURRENCE OF THE INCIDENT AND PAYMENT OF THE INSURED AMOUNTS

1 - The occurrence of the incident must be communicated to the Insurer by the Insurance Policyholder, Insured Person or the Beneficiary, within the period of eight days as of its occurrence.

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## 2 - Whenever the occurrence of the incident is communicated to the Insurer after the period established in the preceding paragraph, the value of the Insurer's payment shall correspond to the insured capital at the date of communication, and no premium shall be refunded.

3 - In addition to the communication of the incident, the following supporting documents should be delivered:

- a) regarding risk verification: death certificate and medical certificate stating the circumstances, causes, start and evolution of the illness or lesion that caused the death;
- b) regarding the Beneficiary: document proving status as heir or Beneficiary, tax identification card, identity card or, alternatively, citizen card or other documents that may legally replace those documents and, in the case of the Beneficiary being a legal person, an updated extract from the register of companies, code of access to the permanent certificate or a legally equivalent document issued by the competent authority; and
- c) when applicable, of compliance with the determinations of the Insured Person regarding the destination of the insured capital.

# 4 - All the documents referred to in the previous paragraph must be presented within 60 days following the occurrence of the incident.

5 - The capital insured under the main coverage and the supplementary coverages that have been contracted shall be paid at the offices of the Insurer or through the means that has been agreed upon.

6 - The Insurer undertakes to satisfy the contractual payment to whom it is due, 30 days after confirmation of the incident and its causes, circumstances and consequences.

7 - Unless stipulated otherwise:

- a) when there are various named Beneficiaries, the Insurer divides the payment into equal parts;
- b) in the case of survivorship of the Beneficiary, or of any of them when there are several, the insured capital or the Beneficiary's portion in that capital belongs to the heirs according to the legal rules of succession;
- c) if the Beneficiary is a minor, the Insurer shall pay the insured sum or his/her portion of capital to whom clearly demonstrates that it is the Beneficiary's legal representative and against the presentation of the minor's birth certificate.
- 8 Regarding the main coverage, if there is no named beneficiary, the  $$_{Page\,12/\,21}$$



Insurer pays the heirs of the Insured Person after proof of that capacity has been furnished, under the terms and in accordance with the legal rules of succession.

9 - The costs of obtaining the necessary, supporting documents are always borne by the Beneficiary.

10 - In those cases where the Insurer pays the insured capital and a covered risk is shown to not have existed or if an applicable exclusion is shown to exist, the Insurer is entitled to the refund of the respective amount.

## ARTICLE 15. TERMINATION OF THE CONTRACT

1 - Unless established otherwise, the contract may be terminated by the Insurance Policyholder or the Insurer, on the anniversary date of the policy, provided that, at least 30 days in advance, the written communication is carried out through registered mail or other means leaving a durable record.

2 - Following the termination of the contract, the Individual Certificates and supplementary documents become ineffective, without the possibility of being returned to their validity.

3 - The contract may be cancelled under the terms of paragraph 1 of article 13, or if, on the anniversary date, the number of Insured Persons is less than the minimum which, for the purpose, has been stipulated in the Special Conditions, Particular Conditions or in the Individual Certificate, as well as in the other cases established in the law.

#### ARTICLE 16. PROFIT SHARING

Unless stipulated otherwise in the Special or Particular Conditions, this contract does not provide for profit sharing.

#### ARTICLE 17. AUTONOMOUS INVESTMENT

This contract does not provide for autonomous investment of the assets held to cover the mathematical provisions.

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#### ARTICLE 18. COMMUNICATIONS AND DOMICILES

1 - The communications of the Insurance Policyholder, Insured Person and Beneficiary or Insurer for the purposes of this contract are considered valid and fully effective if made in Portuguese, in writing or other means leaving a durable record, respectively to the head office of the Insurer or last address of the Insurance Policyholder, Insured Person or Beneficiary indicated in the contract.

2 - When, due to its very nature or origin, the documentation referred to in the preceding paragraph is drawn up in a foreign language, it must be accompanied by a duly legalised translation, under the terms of article 440 of the Code of Civil Procedure.

3 – The Insured Person or, in the case of non-contributory group insurance, the Insurance Policyholder that temporarily takes up residence outside of Portugal must register his/her/its domicile in Portugal for the purposes of the present contract.

#### **ARTICLE 19 - TAX REGIME**

The tax regime that is in force on the date of the taxable event deemed relevant is applicable to the present contract.

#### **ARTICLE 20 - APPLICABLE LAW, CLAIMS AND ARBITRATION**

1 - The law applicable to this contract is the Portuguese Law.

2 - Complaints arising from the contract can be submitted in writing in the Complaints Book, to the Customer Ombudsman and to the Insurance and Pension Fund Supervisory Authority at www.asf.com.pt. In the events of disputes, the parties can also appeal to the Alternative Dispute Settlement Entity: CIMPAS – Insurance Information, Mediation and Arbitration of Insurance Centre - www.cimpas.pt - or to the judicial courts.

3 - Disputes arising from this contract can be submitted to arbitration, pursuant to the law.

#### **ARTICLE 21 - JURISDICTION**

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

## SPECIAL CONDITIONS - MORTGAGE LOAN LIFE RISK Special Conditions - Loans

## ARTICLE 1. **DEFINITIONS**

For the purposes of the present contract, "Financing Contract" shall be deemed to be:

- a) Mortgage Loan Contract, in which the Insurance Policyholder or entity directly or indirectly related to the latter is mortgage holder;
- b) Mortgage Loan Contract in which the morgage holder is another;
- c) Real Estate Leasing Contract;
- d) Personal Credit with Mortgage Guarantee Contract.

## ARTICLE 2. INSURABLE GROUP

The Insurable Group is composed of the group of people that, as Customers of the Insurance Policyholder or of an entity that is directly or indirectly related to the latter, have concluded a Financing Contract associated to the constitution of the mortgage and that, in compliance with Article 5 of the General Conditions of the Annual Renewable Temporary Insurance, are of an actuarial age of less than 67 years and is not on sick leave at the date of acceptance of the risk by the Insurer.

#### ARTICLE 3. INSURED PERSONS

1 - The Insured Persons are those that belong to the Insurable Group and whose risk has been accepted by the Insurer, following reception of the respective Subscription Proposals and of the clinical elements considered necessary for the analysis of the mentioned risk.

2 - The acceptance of the risk can be associated to one of more Insured Persons, as stipulated in the Particular Conditions and Individual Certificates, provided all are debtors and are bound to the Insurance Policyholder, under the same Financing Contract.

3 - The Insurer guarantees the payment of a single Insured Capital amount, even if the risk is associated to more than one Insured Person, both parties to the Financing Contract concluded with the Insurance Policyholder or another creditor.



#### ARTICLE 4. START OF COVERAGE

For each Insured Person whose risk has been accepted by the Insurer, under the terms defined in the preceding article, the effects of the life insurance contract begin at the time of the signing of the Financing Contract, provided the signing occurs within a maximum period of one year following the date of acceptance of the mentioned risk, unless, by agreement of the parties, another date is established.

#### ARTICLE 5. GUARANTEES

By the present contract, the Insurer guarantees the payment of the Insured Capital to the named beneficiaries as a result of the occurrence of one of the following situations:

- Death of the Insured Person;
- Total and Permanent Disability of the Insured Person.

#### ARTICLE 6. VALUE OF GUARANTEES

1 - The Insured Capital, according to the present contract is, for each coverage and in each year of its duration, equal to the value of the outstanding capital updated in accordance with what is stipulated in the individual certificate or endorsement, in proportion to the guarantee which, for each Insured Person, results from the respective subscription certificate and proposal. The Insurance Policyholder or another entity to which the latter delegates that duty, must communicate to the Insurer the value of the outstanding capital with reference to each Insured Person.

2 - If there is no information for updating the Insured Capital in each year, the latter shall remain equal to the value of the Insured Capital at the end of the previous year.

#### ARTICLE 7. BENEFICIARIES

1 - For the purposes of the present contract, and up to the limit of the Insured Capital, the Insurance Policyholder is Beneficiary, on an irrevocable basis, of the amount of the respective Financing Contract owed by the Insured Person.

2 - The Insurer shall communicate to the Insurance Policyholder any nonpayment of premiums and the respective consequences.

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#### ARTICLE 8. DURATION OF THE CONTRACT

Without prejudice to the provisions in Article 8 of the General Conditions of the Annual Renewable Temporary Insurance, the contract is concluded for a period that ends on 31 December of the year to which it refers, being automatically renewed on 1 January of each year, for successive periods of 1 year.

#### ARTICLE 9. PAYMENT OF THE PREMIUM

**1** - The obligation of payment of the premium on the dates and under the conditions stipulated in the Policy lies with the Insured Person.

2 - The annual premium may be paid in monthly, quarterly or halfyearly instalments, by paying the 4%, 3% or 2% charge, respectively.

3 - Under the terms of paragraph 4 of Article 12 of the General Conditions of the Annual Renewable Temporary Insurance, the charge related to the issuance of the policy or endorsements is €5. Legal charges are added to these amounts.

#### ARTICLE 10. TERMINATION OF THE GUARANTEES

1 - The guarantees of this contract terminate, in relation to each Insured Person, in addition to that which is stipulated in the General Conditions or in the Individual Certificate:

- a) within the scope of the coverage of Death, when the Insured Person reaches 80 years of actuarial age at the date of renewal of the insurance contract;
- b) within the scope of the coverage of Total and Permanent Disability (60%), when the Insured Person reaches 67 years of actuarial age at the date of renewal of the insurance contract;
- c) in the case of cancellation of the Financing Contract;
- d) in the case of payment of the Insured Capital due to Death or Total and Permanent Disability of the Insured Person.

2 - The Insurance Policy holder and the Insured Person must communicate to the Insurer the termination of the Financing Contract, as soon as it occurs.

#### ARTICLE 11. PROFIT SHARING

This contract does not provide entitlement to profit sharing.

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#### **SPECIAL CONDITIONS - MORTGAGE LOAN LIFE RISK**

Supplementary Coverage - Total and Permanent Disability (60%)

#### ARTICLE 1. **DEFINITIONS**

For the purposes of this supplementary coverage, the following definitions are applicable:

ACCIDENT: Any fortuitous, sudden and abnormal event, due to an external cause and against the wishes of the Insured Person and which results in bodily injuries to the latter.

ILLNESS: Any involuntary change in the state of health of the Insured Person, not caused by an accident and capable of being medically confirmed.

TOTAL OR PERMANENT DISABILITY (60%): The Insured Person is in a situation of Total and Permanent Disability if, as a consequence of an illness or accident, is totally and definitively incapable of performing a remunerated activity, based on clinically confirmed, objective symptoms, with no possibility of any improvement of the state of health according to current medical knowledge. In addition, the degree of devaluation, based on the National Table for Assessment of Permanent Incapacity in Civil Law, must be equal or greater than 60%, in which case, for the purposes of this coverage, it is considered equal to 100%.

DOCTOR: Graduate of a Medical Faculty authorised to perform the profession in his/her country of residence. All the specialties not recognised by the Portuguese Medical Association are excluded.

#### ARTICLE 2. OBJECT OF THE COVERAGE

By the present contract, the Insurer guarantees the payment of the Insured Capital, defined in the Particular Conditions or Individual Certificate of the policy, in case of Total and Permanent Invalidity of the Insured Person, as a consequence of an illness manifest or accident occurred during the validity of this coverage.

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## ARTICLE 3. JUSTIFICATION AND RECOGNITION OF THE RIGHT TO GUARANTEES

1 - The notification of the situation of Total and Permanent Disability must be made in writing and within the 60 days immediately following the confirmation of disability, and the Insurer must be sent the following documents:

- a) medical report, certifying the total and definitive disability of the Insured Person to perform any remunerated activity, describing the beginning and the evolution of the disability or, in the event of an accident, the cause and the type of injuries, as well as the detected consequences and the likely future consequences. Said disability must be clinically confirmed with objective elements;
- b) medical certificate of Multi-purpose Disability;
- c) document issued by Social Security or by another competent entity, attesting to the incapacity to perform any remunerated activity;
- d) in the case of an accident, record of occurrence issued by the competent entities.
- e) all the documents that attest, in an unequivocal manner, to the accidental nature of the disability and determine the causal link between the accident and disability.

**2** - The costs of obtaining the necessary, supporting documents are always borne by the Insured Person or the Beneficiaries.

**3** - In the process of verification of Disability, the Insurer reserves the right to request, at his own expense, any supplementary justification and to conduct the investigations it deems convenient to accurately determine the health status of the Insured Person, namely by having him/her examined by its own doctors, ceasing its responsibility if the Insurance Policyholder, Insured Person or the Beneficiaries undermine or impede the regular compliance with these measures.



4 - Any divergences of a medical nature shall be solved by a medical advisory board, in Portugal, composed of three medical experts, one appointed by the Insurer, another by the Insured Person and the third by agreement of the previous two experts, with the rspective decisions taken by absolute majority which cannot be subject to appeal, and with each one paying the expenses and fees of their doctor, as well as 50% of the charges with reference to the third doctor of this advisory committee.

**5** - The degree of devaluation which the Insured Person already had on the date of effectiveness of the contract shall not contribute to the attribution of the degree of disability to be attributed under this coverage.

**6** - The right to the guarantees, under the terms of the present supplementary coverage, will enter into effect as of the date of establishment of the Disability by the Insurer.

#### ARTICLE 4. BENEFICIARIES

When there is no designation of a beneficiary of the present supplementary coverage, the Beneficiary is the Insured Person.

#### ARTICLE 5. TERMINATION OF THE GUARANTEES

1-For each Insured Person, the guarantees of the present supplementary coverage cease to be effective:

- a) in the event of denouncement, annulment, statement of nullity, termination or expiry of the main coverage, of which this coverage is supplementary;
- b) when the Insured Person reaches, on the date of renewal of the contract, 67 years of actuarial age, unless indicated otherwise in the Particular Conditions or in the Individual Certificate.
- c) in the case of payment of the Insured Capital required for the present supplementary coverage.

2-In the case of payment of the required Insured Capital for this supplementary coverage, the guarantees of the main coverage cease, as well as the other coverages mentioned in the Particular Conditions or in the Individual Certificate of the policy.

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#### ARTICLE 6. EXCLUSIONS

In addition to the exclusions already mentioned in the General Conditions, the following situations are excluded from this coverage:

- a) attempted suicide of the Insured Person;
- b) disability resulting from, or exacerbated by, an intentional act committed by the Insured Person, Insurance Policyholder or the Beneficiary;
- c) disability resulting from illnesses, accidents or any events that have occurred or given rise to medical treatment before the date of entry into force of this supplementary coverage, and their possible consequences, provided such illnesses, accidents or events are not mentioned in specific documents of assessment of the health status of the Insured Person, when expressly provided by the Insurer for the purpose;
- d) accident occurred within the scope of the voluntary military service.

#### ARTICLE 7. PAYMENT OF THE PREMIUM

The payment of the premium relative to this supplementary coverage shall be carried out jointly and under the same conditions of the premium of the main coverage.

#### ARTICLE 8. FINAL PROVISION

Everything not expressly established in this supplementary coverage shall be ruled by the provisions in the General and Special Conditions of the policy.

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