

Work Accident Insurance Salaried Employees

General and Special Conditions of the Policy

Customer Service: 210 042 490 / 226 089 290

Personalised service available during business

days from 8h30 to 19h00.

Cost of call to national landline

www.ocidental.pt

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Compulsory Work Accident Insurance Policy for Salaried Employees

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 salaried employees, 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 employee in the service of the Policyholder, holder of the insured interest, as well as the directors, administrators, managers or similar, when remunerated;
- e) **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 the Policyholder, provides a certain service;
- f) **PROFESSIONAL TRAINING SESSIONS:** those whose purpose is to professionally prepare, promote and update the worker, and are necessary for the performance of duties inherent to the Policyholder's activity;
- g) **PRODUCTIVE UNIT:** the group of people who, subject to the Policyholder by an employment relationship, provide their work with a view to achieving a goal and who comprise a single agricultural or fishing, industrial, commercial or service complex;
- h) **WORKPLACE:** the place where the worker is located or a location where he/she must go due to their work and where he/she is, directly or indirectly, subject to the Policyholder's control;
- i) **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;
- j) **INJURED PARTY:** the Insured person who suffered a work accident;
- l) **CLINICAL CURE:** the situation in which the injuries have completely disappeared or are not susceptible to modification with appropriate therapy;
- m) **PREVENTION:** action to avoid or reduce occupational risks through a set of provisions or measures that must be taken during the licensing process and at all stages of activity of the company, establishment or service.

Article 2 - Concept of a work accident

An accident at work is understood as an accident:

- a) that takes place at the workplace and during working hours and produces, directly or indirectly, bodily injury, functional disorder or illness, from which death or reduced ability to work or earn income may arise;
- b) that occurs on the route normally used and during the period of time usually spent by the worker:
 - i) that occurs while going to and returning from the workplace, between the worker's permanent or occasional residence and the facilities that constitute his/her workplace;
 - ii) between any of the places referenced in the preceding subparagraph and those referenced in subparagraphs i) and j);
 - iii) between the workplace and the location for meals;
 - iv) between the place where, as determined by the Policyholder, the worker provides any service related to his/her work and the facilities which comprise his/her usual workplace or his/her permanent or occasional residence;
 - v) between any of the workplaces of the Insured person; in the case of having more than one job, the employer of the workplace to which the worker is travelling is responsible for the accident;
- c) that which occurs when the normal route, referenced in the previous subparagraph, has been interrupted or diverted in order to satisfy the worker's reasonable needs, as well as due to force majeure or unforeseeable circumstances;
- d) that which occurs during the implementation of services spontaneously provided and which may result in economic benefit for the Policyholder;
- e) that which occurs at the workplace, or outside it, while exercising the right of assembly or representative worker activity according to the law;
- f) that which occurs at the workplace, when attending a vocational training course, or outside the workplace, when there is express authorisation from the Policyholder for such attendance;
- g) that which occurs while engaged in job search activity during the allocation of hours granted by law to workers in an ongoing termination of employment process;
- h) that which occurs outside of the workplace or working hours, when taking place during the performance of services determined by the Policyholder or consented to by the latter;
- i) that which occurs at the location where the salary is paid, while the worker remains there for that purpose;
- j) that which occurs at the place where the worker is to be provided with any form of assistance or treatment due to a previous work accident and for as long as he/she remains there for those purposes.

Article 3 - Object of the contract

1- The Insurer, in accordance with applicable legislation and pursuant to this Policy, guarantees Policyholder liability for the mandatory charges arising from work accidents in relation to the Insured Persons identified in the Policy, at the service of the Production Unit also identified therein, regardless of the area in which they perform their activity.

2- By agreement between the parties, the names of the Insured Persons may not be identified in the Policy, in whole or in part.

3- The following comprise benefits in kind:

- a) medical assistance and surgery, whether in the form of general or specialist services, and including all necessary examinations for purposes of diagnosis and all necessary treatments, including home visits by a practitioner;
- b) medication and pharmaceutical assistance;
- c) nursing services;
- d) hospitalisation and spa treatments;
- e) accommodation;
- f) transportation for observation, treatment or attendance at legal proceedings;
- g) provision of technical assistance and other technical devices compensating for functional limitations, as well as their renovation and repair;
- h) rehabilitation and professional and social reintegration services, including workstation adaptation;
- i) medical or functional rehabilitation services for an active life;
- j) psychotherapeutic assistance to the family of the claimant, whenever necessary;
- l) psychological and psychiatric assistance for the Injured Party and his or her family, when recognised as necessary by the attending physician.

4- The following comprise cash benefits:

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

Article 4 – Territorial Scope

1- This contract only covers work accidents that occur in Portugal, without prejudice to the following paragraph.

2- Work accidents that occur abroad in which the victims are Portuguese workers as well as foreign workers who reside in Portugal, in the service of a Portuguese Policyholder, are covered by this contract, unless the legislation of the State where the accident occurred recognises their right to compensation, in which case the worker may opt for either regime.

Article 5 - Types of coverage

The following types of insurance can be taken out:

- a) fixed premium insurance, when the contract covers a previously determined number of insured persons, with an amount of remuneration known in advance;
- b) variable premium insurance, when the policy covers a variable number of insured persons, with insured remuneration also variable, and the Insurer considers the persons and remuneration identified in the payslips that are periodically sent to said Insurer by the Policyholder.

Article 6 - Exclusions

1- In addition to the accidents excluded by applicable legislation, the following are not covered by this contract:

- a) occupational illnesses;
- b) accidents due to acts of terrorism and sabotage, rebellion, insurrection, revolution and civil war;
- c) accidents due to invasion and war against a foreign country (declared or not) and hostilities between foreign nations (whether or not there is a declaration of war) or acts of war arising directly or indirectly from such hostilities;
- d) Bulging hernias;
- e) liability for any fines and penalties imposed on the Policyholder for failure to comply with legal provisions.

2- Work accidents in which the Policyholder is a victim are excluded from this contract, when the Policyholder is a natural person.

3- In the event of disability or exacerbation of damage as a result of unjustified refusal or failure to observe clinical or surgical prescriptions, compensation may be reduced or excluded pursuant to the general terms.

4- The refusal of surgical intervention is always considered justified when, due to its nature, or the condition of the Injured Party, it puts the life of the said Injured Party at risk.

CHAPTER II - INITIAL AND SUPERVENING RISK STATEMENT

Article 7 - Duty to provide an initial risk statement

1- The Policyholder is required, prior to signing the contract, to accurately declare all circumstances of which they are aware and should reasonably deem to be significant to the Insurer's risk assessment.

2- The provision in the preceding paragraph is also applicable to circumstances for which no reference is requested in any questionnaire provided by the Insurer for that purpose.

3- The Insurer who has accepted the contract, unless there is deliberate misconduct by the Policyholder or Insured Person with the intent to obtain an advantage, cannot take advantage:

- a) from the failure to answer the questionnaire;**
- b) Of an imprecise answer to a question formulated in too general terms;**
- c) Of the inconsistency or obvious contradiction in the answers to the questionnaire;**
- d) Of a fact that its representative, at the time the contract was signed, knew to be inaccurate, or omitted even though it was known to them;**
- 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 8 - Deliberately fraudulent breach of the duty to provide an initial risk statement

1- In the event of deliberately fraudulent breach of the duty referred to in paragraph 1 of the preceding article, the contract may be annulled by a declaration sent to the Policyholder by the Insurer.

2- In the absence of a claim, the statement referenced in the preceding paragraph must be sent within three months of becoming aware of the breach.

3- The Insurer is not obligated to cover an incident that occurs before becoming aware of the deliberate breach referred to in paragraph 1 or within the deadline provided for in the preceding paragraph, following the general annulment regime.

4- The Insurer has the right to the premium due by the end of the deadline referred to in paragraph 2, unless the Insurer or its representative has engaged in gross or deliberate negligence.

5- In the event of deliberate negligence on behalf of the Policyholder for the purpose of obtaining an advantage, the premium is due until the end of the contract.

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

1- In the event of negligent breach of the duty referenced in Article 7(1), the Insurer may, through a statement sent to the Policyholder, within three months upon becoming aware:

- a) propose an alteration to the contract, setting a deadline of no later than 14 days, to send the acceptance or, if admitted, the counteroffer;**
- b) terminate the contract, demonstrating that they do not under any circumstances enter into contracts for covering risks related to the omitted or inaccurately stated fact.**

2- The contract ceases to be effective 30 days after the statement of termination has been sent or 20 days after receipt of the proposed alteration by the

Policyholder, should there be no answer or should it be rejected.

- 3- In the case referenced in the preceding paragraph, the premium shall be returned *pro rata temporis* taking into account the coverage provided.
- 4- Should, prior to termination or alteration of contract, a claim occur whose verification or consequences have been influenced by a fact relative to which there have been negligent omissions or inaccuracies:
- a) the Insurer will cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact;
 - b) the Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they known of the omitted or inaccurately stated fact, will not cover the claim and are only bound to refund the premium.

Article 10 - Risk aggravation

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

- 2- Within 30 days of becoming aware of the risk increase, the Insurer may:
- a) submit a proposal for contract modification to the Policyholder, which must be accepted or refused within an equal timeframe, after which the proposed modification is deemed approved;
 - b) terminate the contract by showing that it will not, any under no circumstances, enter into contracts that cover risks resulting from the aforementioned increase of risk.

3- Termination of the contract provided for in sub-section b) of the preceding paragraph must take effect at midnight on the day in which it is verified and must be effective on the 14th day after the date in which the termination statement was sent.

Article 11 - Claim and risk increase

- 1- 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 by reducing its benefit in proportion to the premium actually charged and that which would be due based on the real circumstances of the risk, should the aggravation not be correctly and timely reported before the claim;

c) may refuse coverage in the event of deliberate misconduct by the Policyholder for the purpose of obtaining an advantage, retaining the right to premiums due.

2- In the situation provided for in sub-sections a) and b) of the previous paragraph, as the aggravation of risk, in fact, results from the Policyholder, the Insurer is not obligated to pay the benefit if it is shown that, under no circumstances, it enters contracts that cover risks with characteristics resulting from such aggravation of risk.

Article 12 - Limitation

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

CHAPTER III - PAYMENT AND ALTERATION OF PREMIUMS

Article 13 - Premium due date

1- Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due 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 portion of the variable amount premium relating to value adjustment and, where applicable, the Premium portion corresponding to contractual amendments are due on the dates indicated in the respective notices.

Article 14 - Coverage

The risk coverage depends on the prior premium payment.

Article 15 - Premium payment notice

1 - During the term of the contract, the Insurer shall notify the Policyholder in writing of the amount payable, as well as the form and place of payment, at least 30 days before the date on which the premium, or instalments thereof, are due.

2 - The notice must legibly state the consequences of non-payment of 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 premium instalments and the corresponding amounts payable, as well as the consequences of their non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it must provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

Article 16 - Non-payment of the premiums

1- Non-payment of the initial premium or its first instalment on the due date determines the automatic termination of the contract from the date of its conclusion.

2- Non-payment of the subsequent annuities or the first instalment on the due date shall prevent the extension of the contract.

3- Non-payment 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 adjustment premium or portion of a variable amount premium;
- c) an additional premium resulting from contract modification based on a supervening risk increase.

4- Non-payment, by the due date, of an additional premium resulting from a contractual amendment determines the inefficiency of the alteration, replacing the contract with the scope and conditions in force prior to the intended modification, unless sustainability of the contract proves impossible, in which case it is terminated on the due date of the unpaid premium.

5- Contract termination due to non-payment of the premium, or part or instalment thereof, shall not exempt the Policyholder from the obligation to pay the premium corresponding to the period in which the contract has been in force, plus the default interest due.

Article 17 - Change in premium

1- If there is no change in risk, any alteration of the premium applicable to the contract must only take effect on the following annual maturity, unless provided for in the following paragraphs.

2- The amount of the contract premium, pursuant to the law, may be revised at the initiative of the Insurer or upon request from the Policyholder, based on the effective modification of conditions for the Prevention of Workplace Accidents.

3- The change in premium due to the application of discounts due to the absence of claims or increases per claim rate, regulated by the table and provisions attached, is applied on the due date following confirmation of the fact.

CHAPTER IV - START, DURATION AND CIRCUMSTANCES OF THE CONTRACT

Article 18 - Start of coverage and effects

1- The start date and time for risk coverage are indicated in the contract, in compliance with the provisions of article 14.

2- 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 19 - Duration

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

Article 20 - Contract Termination

- 1- The parties may, 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 21 - Insured Salary

- 1- The determination of the insured salary, a value on the basis of which the liabilities covered by this Policy are calculated, is always the responsibility of the Policyholder.
- 2- The value of the insured salary must cover, both on the contract conclusion date and at each moment during its validity, everything that the law considers to be an integral element of remuneration and all benefits that are regular in nature and are not intended to compensate the Insured Person for random costs, which include, in particular, holiday and Christmas bonuses.
- 3- If the Insured Person is an administrator, director, manager or equivalent, the change in remuneration for insurance purposes, when accepted, only takes effect from the 1st day of the 2nd month following the change.

4- If the Insured Person is a trainee, apprentice or intern, or in other situations that should be considered professional training, the insured salary must correspond to the average annual gross compensation for a worker from the same company or similar company and who performs an activity corresponding to their training, apprenticeship or internship.

5- If the corresponding salary on the day of the accident does not represent the normal salary, as well as in cases of irregular and part-time work when employed by more than one employer, the salary is calculated based on the average salary received by the injured party in the one-year period prior to the accident.

6- In the absence of the elements referenced in the previous paragraph, the calculation is made according to the prudent discretion of a judge, taking into account the nature of the services provided, the professional category of the injured party and usage.

7- The calculation of benefits for part-time workers is based on the salary they would receive if they worked full-time.

8- The salary may not be lower than one derived from the law or from a collective bargaining agreement.

9- For the calculation of the benefits that, according to this contract, are the responsibility of the Insurer, the applicable legal provisions shall be observed, except when, by agreement between the parties, a form of calculation more favourable to injured parties is considered.

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

1- The salaries indicated in one-year contracts extendable for new periods of one year, executed under the fixed-premium arrangement, are automatically updated on the date on which the variations of the guaranteed minimum monthly salary become effective, provided that the Policyholder has not, between the dates of two successive modifications to the guaranteed minimum monthly salary, proceeded with the update of these insured salaries.

2- The update referenced in the previous paragraph corresponds to the variation coefficient (up to 1.10) between the new, guaranteed minimum monthly salary and the previous one, applicable to the insured salaries, and the Policyholder is obligated to pay the additional premium due for this update.

3- The update provided for in the previous paragraphs obligates the Insurer to pay the cash benefits due to the injured parties based on the salary effectively earned on the accident date, but its liability is limited to the amount resulting from the application of the 1.10 coefficient to the salaries indicated in the Particular Conditions, unless the premium adjustment has a higher coefficient as a reference.

Article 23 - Insufficient insured salary

- 1- If the declared salary is lower than the actual salary, the Policyholder is responsible:
 - a) for the part of compensation due to temporary incapacity and pensions corresponding to the difference;
 - b) proportionally for the expenses incurred with hospitalisation and clinical assistance.

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

CHAPTER VI - OBLIGATIONS AND RIGHTS OF THE PARTIES

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

- 1- In addition to the provisions of Chapter II, the Policyholder undertakes:
 - a) to send to the Insurer, by the 15th of each month, a copy of the payroll statements for its staff sent to social security, relating to remuneration paid in the previous month, and when sending, mention the total remuneration provided for under law as comprising the salary for the purpose of calculating compensation for work accidents, and also indicate the trainees, apprentices and interns;
 - b) to allow the Insurer to examine the documentation supporting the declarations provided for in the previous subparagraph, as well as to provide the Insurer with any information whenever the latter deems it appropriate;
 - c) to notify the Insurer beforehand regarding the travel of Insured Persons to a State that is not a member of the European Union, as well as travel to the territory of a member State of the European Union if it exceeds 15 days, under penalty of liability for losses and damages, unenforceable against the Insured Persons.**

- 2- Unless otherwise agreed, the communications provided for in subparagraphs a) and c) of the previous paragraph are made by electronic means, specifically in digital or e-mail format.

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

- 1- In the event of a work accident, the Policyholder undertakes to:
 - a) complete the work accident report as legally required and send it to the Insurer within 24 hours of becoming aware of the accident;**
 - b) immediately report fatal accidents to the Insurer, without prejudice to the subsequent submission of the report, pursuant to the previous subparagraph;**
 - c) present the injured party without delay to the Insurer's physician, unless this is not possible and the urgent need for assistance requires recourse to another doctor.**

2- The communications provided for in subparagraphs a) and b) of the previous paragraph are made by electronic means, specifically in digital or e-mail format, except in the case of a micro-enterprise Policyholder, who can always opt for paper format.

3- Non-compliance with the provisions in paragraph 1(a)(b) determines liability of the Policyholder for the losses and damages to the Insurer.

4- Non-compliance with the provisions in paragraph 1(c) determines:

- a) the reduction of Insurer benefit in view of the damage by which the breach causes it;
- b) the loss of coverage if breach is deliberate and it has been determined to have caused significant damage to the Insurer.

5- The provisions of paragraphs 3 and 4 are not enforceable against injured parties and other legal beneficiaries of work accident benefits, with the Insurer having the right of recovery provided for in article 28.

Article 26 - Legal defence

1- The Policyholder may not intervene in the relations between the Insurer and the Injured Party, or the latter's legal beneficiaries, in the resolution of matters involving the liability guaranteed by this contract, whether judicially or extra-judicially.

2- When the Policyholder, after the work accident, engages with the Injured Party or his/her legal beneficiaries in violation of the provisions of the previous paragraph, in particular by concluding agreements, paying expenses, initiating suits or proceeding with any other act falling within the purview of the Insurer, without having received written authorisation from the latter, and without prejudice to the unenforceability against the Injured Party or his/her legal beneficiaries, the Policyholder shall be obligated to reimburse the Insurer for all amounts that said Insurer has to pay as compensation for the accident due to this intervention, pursuant to the provisions of article 28, unless it is proven that this action did not cause any damage to the Insurer.

3- The Policyholder must provide the Insurer with all the information that is reasonably required of it.

Article 27 - Obligations of the Insurer

1- The Insurer is obligated to satisfy the contractual provision for the Injured Person, after confirming the occurrence to which the claim refers and its causes, circumstances and consequences.

2- The investigations necessary for recognition of the claim and the assessment of damages must be performed by the Insurer with the appropriate promptness and diligence.

3- The obligations of the Insurer expire 30 days after the establishment of the facts referenced in the previous paragraph.

4- The injured party has the right to receive, at any time, upon request, a copy of all documents relating to his/her case, namely the discharge report and the additional diagnostic tests held by the Insurer.

Article 28 - Insurer's right of recovery

1- After the occurrence of a work accident, the Insurer has a right of recovery against the Policyholder, regarding the amount spent:

- a) when the accident has been caused by the Policyholder, its representative, or an entity contracted by said Policyholder and by a company using labour, or results from a failure by them to comply with the rules on safety and health at work or when they have intentionally injured the Insurer after the claim;
- b) in the event of failure to comply with the obligations referenced in article 24(1), to the extent that the expenditure is attributable to the non-compliance;
- c) in regard to the insurance policies concluded without indicating names, pursuant to article 3(2), when it is proven that more people were used in the work covered by the contract than those indicated as Insured Persons;
- d) resulting from the aggravation of Injured Party injuries as a consequence of non-compliance with the provisions of article 25(1).

2- In the cases provided for in the 1st and 2nd parts of subparagraph a) of the previous paragraph, the Insurer shall satisfy the payment of benefits that would be due if there had been no negligent action, without prejudice to the right of recovery.

Article 29 - Subrogation by the Insurer

1- The Insurer who has paid compensation is subrogated, to the extent of the amount paid, to the rights of the Insured Person against the third party responsible for the work accident, although the right to legal recourse depends on its non-exercise by the Injured Party within a period of one year from the accident date.

2- The Policyholder is liable, up to the limit of compensation paid by the Insurer, for an act or omission that undermines the rights provided for in the preceding paragraph.

CHAPTER VII - MISCELLANEOUS PROVISIONS

Article 30 - Choice of physician

1- The Insurer has the right to appoint the Injured Party's attending physician.

2- The Injured Party may, however, have recourse to any doctor in the following cases:

- a) if the Policyholder or its representative is not at the location where the work accident took place and there is an urgent need for assistance;
- b) if the Insurer does not appoint an attending physician, or until it does so;
- c) if the Insurer waives the right provided for in paragraph 1;
- d) if he/she is discharged without being cured, in which case he/she must request an examination by the court expert.

- 3- The injured party may also choose the surgeon in cases of high-risk surgical intervention and those in which, as a consequence of the surgical intervention, may place his/her life in danger.
- 4- As long as there is no designated attending physician, the practitioner who treats the injured party is therefore considered as such for all legal purposes.

Article 31 - Recognition of liability by the Insurer

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

Article 32 - Involvement of an Insurance Intermediary

- 1- No insurance intermediary is deemed to be authorised, on behalf of the Insurer, to enter into or terminate insurance contracts, to contract upon or amend the obligations arising thereof, or to validate additional statements, except as provided for in the following paragraphs.
- 2- The Insurance Intermediary to whom the Insurer has granted the necessary powers of attorney, in writing, may enter into insurance contracts, contract upon or amend the obligations arising thereof or validate additional statements, on behalf of the Insurer.
- 3- 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 33 - Communications and notifications between parties

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

4- The Insurer is only obligated to send the communications provided for in this contract if the recipient of the communication is duly identified in the contract, and the communication is considered valid if forwarded to the corresponding address contained in the Policy.

Article 34 - Applicable legislation, complaints and arbitration

1- This contract shall be governed by Portuguese law.

2- Within the scope of this contract, complaints may be submitted to the Insurer's services identified in the contract, as well as to the Insurance and Pension Funds Supervisory Authority (www.asf.com.pt).

3- In disputes arising under this contract there may be recourse to arbitration, under the terms of the law.

Article 35 - Jurisdiction

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

Article 36 - Agreed Regime

Upon agreement in the particular conditions, a regime more favourable to the Policyholder, the insured party or beneficiary of the insurance benefit may be established other than the one provided for in the provisions contained in article 1(d)(e) and (i), articles 2, 3, except for paragraph 2, 4, 6, paragraphs 2 to 4, articles 7 to 12, article 18(1), part 1, article 19(1), part 1, (3), part 1 and (4), parts 2 and 4, article 20(1) part 2, (2) part 1 and (4), article 21(2) to (7) and (9), articles 23, 25(1)(3) to (5), article 27(2) to (4), article 28(1)(a) to (c), and (2), articles 30, 31 and 33.

Article 37 - 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 - System of premium discounts and increases per claim rate (bonus/malus)

1. INCREASES

1.1. The Insurer may increase the contractual rate whenever there is a cumulative high claim rate and the Policyholder does not comply with the legal provisions on health and safety at work;

1.2. The increase provided for in point 1.1 will be applied to the following annual expiry and without prejudice to other criteria that determine a change in the premium.

2. REDUCTIONS

2.1. The premium for this contract may be reduced provided that, as a result of the prevention measures effectively implemented by the Policyholder, (such as the existence of a prevention technician, individual and collective protective equipment, study of workstations with the characterisation and quantification of professional risks) the claim rate in the three-year period completed in the previous calendar year does not exceed 40% of the premiums for the same period.

2.2. Claim rate — claim rate is understood as the outcome of dividing the sum of the values indicated below by the premiums:

- a) total compensation per salaries paid in the period;
- b) total expenses paid in the period;
- c) amount of Mathematical Provisions set up in the period.

SPECIAL CONDITIONS

SPECIAL CONDITION 01 – VARIABLE INSURANCE PREMIUM

1- Pursuant to this special condition, and in accordance with the provisions of article 5(b) of the General Conditions, employees in the service of the Policyholder at the Production Unit identified in the Particular Conditions are covered by the contract, in accordance with the pay slips periodically sent to the Insurer pursuant to article 24(1)(a) in the General Conditions.

2- The provisional premium is calculated according to the annual salary provided by the Policyholder.

3- At the end of each calendar year or upon contract termination, and without prejudice to the provisions of paragraph 5, an adjustment is made, upwards or downwards, in relation to the difference between the provisional premium and the definitive premium, calculated on the basis of total remuneration effectively paid during the period of contract validity.

4- When the Policyholder fails to comply with the obligation referenced in paragraph 1, the Insurer, without prejudice to its right of termination, charges at the end of the annual period a non-refundable premium corresponding to 30% of the provisional annual premium, and may also demand the supplement to the premium that is determined to be due based on the remuneration that should actually have been declared.

5- The Insurer may, in cases of significant deviations between the expected remuneration and that actually paid, make adjustments during the contract validity period.

6- In the case of insurance covering building repair work, wall construction, opening and cleaning of wells and mines, the Particular Conditions specify the maximum number of workers that the Policyholder may have simultaneously working at any given time, and the Policyholder is therefore obligated to notify the Insurer in advance of any change to that maximum number.

SPECIAL CONDITION 02 – CIVIL CONSTRUCTION OF BUILDINGS - INSURANCE BY AREA

1- The contractually accepted salary limits are established in the Policy's Particular Conditions, therefore the names of the workers covered by the contract are not mentioned therein, and the sending of payslips to the Insurer as provided in article 24(1)(a) of the General Conditions is waived.

2- The contract coverages, regarding insured workers, only apply to those who work at the work site and risk locations duly identified in the Particular Conditions.

3- This contract has a validity period corresponding to the foreseeable work duration, which is contained in the Particular Conditions, and may be extended, in exceptional cases, by means of prior agreement between the Policyholder and the Insurer.

4- If, while the work is being carried out, there is a revision of the remuneration table, the premium is readjusted according to the average increase in such remuneration and in proportion to the time remaining until the end of the contract validity period.

SPECIAL CONDITION 03 – AGRICULTURE INSURANCE (GENERIC BY AREA)

1- This contract covers workers, permanent or potential, employed in agricultural activities on behalf of the Policyholder, as indicated on the inventory plan that is an integral part of this Policy:

- a) the name, location (parish and municipality), cultivated area and predominant crops on each of the plots (owned or leased), which form the agricultural holding unit;
- b) the maximum remuneration;
- c) a list of permanent staff by type of position and their respective salaries;
- d) the annual amount of remuneration and the average number of animals from each species on the farm, if applicable.

2- This special condition is not applicable to the implementation of the following works:

- a) opening of wells and mines;
- b) uprooting, cutting, thinning, pruning and cleaning of trees, when considered as forestry activities or logging operations;
- c) uprooting of stumps, trunks or roots, when they pose a major risk;
- d) cork extraction;
- e) work involving the use of explosives;
- f) work in olive oil mills;
- g) mechanical threshing, when not exclusively linked to the Policyholder's agricultural operation;
- h) works related to civil construction, except those involving minor repairs to houses on the properties that comprise the agricultural operation, walls or any infrastructure linked exclusively to the agricultural operation;
- i) carpentry, woodcutting and sawmill work, unless it is intended for the use in agricultural operations;
- j) livestock farming, when it is considered as the primary activity.

SPECIAL CONDITION 04 – INSURANCE FOR PROFESSIONAL SPORTS PRACTITIONERS

Article 1 – Scope

When work accident insurance is contracted for professional sports practitioners, the General Conditions of the Work Accident Insurance Policy for Salaried Employees are applied, over which the provisions of these Special Conditions prevail, without prejudice to any that result from the legal framework for work accident compensation.

Article 2 - Pensions for death

1- For the purposes of compensating damages arising from work accidents involving professional sports practitioners that result in death, the annual pensions calculated pursuant to the law have a maximum overall limit of 14 times the amount corresponding to 15 times the minimum monthly guaranteed salary in effect on the date the pension is set, up to the date on which the injured party would have turned 35 years of age.

2- After the date on which the injured party would turn 35 years old, the maximum overall limit provided for in the previous paragraph becomes 14 times the amount corresponding to 8 times the guaranteed minimum monthly salary in effect on the date of changing the pension.

3- If there are no beneficiaries entitled to a pension, an amount equal to three times the maximum limit provided for in the previous paragraph, reverts to the Work Accident Fund.

Article 3 - Pensions for absolute permanent incapacity

1- For the purposes of compensating damages arising from work accidents involving professional sports practitioners that result in absolute permanent incapacity for any and all work, the annual pensions calculated pursuant to the law comply with the following maximum limits:

- a) 14 times the amount corresponding to 15 times the minimum guaranteed monthly salary in effect on the date the pension was set, until the date on which the professional practitioner reaches 35 years of age;
- b) 14 times the amount corresponding to 8 times the minimum guaranteed monthly salary in effect on the date the pension was set, after the date referenced in the preceding subparagraph.

2- For the purposes of compensating damages arising from work accidents involving professional sports practitioners that result in absolute permanent incapacity for regular work, the annual pensions calculated pursuant to the law are only due until the date on which the practitioner reaches 35 years of age and have a maximum overall limit of 14 times the amount corresponding to 15 times the minimum monthly guaranteed salary in effect on the date the pension is set.

Article 4 - Pensions for partial permanent incapacity

For the purposes of compensating damages arising from work accidents involving professional sports practitioners that result in partial permanent incapacity for any and all work, the annual pensions calculated pursuant to the law comply with the following maximum limits:

- a) the amount corresponding to 8 times the minimum guaranteed monthly salary in effect on the date the pension was set, until the date on which the professional practitioner reaches 35 years of age;
- b) the amount corresponding to 5 times the minimum guaranteed monthly salary in effect on the date the pension was set, after the date referenced in the preceding subparagraph.

Article 5 - Table of specific disabilities

In cases provided for in the previous articles, the degree of disability resulting from the application of the national table of disabilities due to work accidents and occupational illnesses corresponds to the degree of disability provided in the specific commutation table for the activity of professional sports practitioner, attached to these Special Conditions, of which they form an integral part, unless the former results in a higher value.

Article 6 - Temporary disabilities

In insurance contracts concluded between insurance companies and the entities employing the insured parties, deductibles may be established for cases of temporary disability.

Article 7 - Clinical monitoring and recovery of the injured party

1 – The clinical, therapeutic and medicinal monitoring for recovery of the injured parties will be conducted through the Insurer’s specialised departments, and the Insurer will not be responsible for the payment of cost(s) related to any other types of assistance, under its prior and express authorisation or in cases of duly justified emergency.

2- Agreements and protocols may be concluded between the Insurer and the employers of the injured parties so that they can conduct the clinical, therapeutic and medicinal recovery process for the injured parties through their specialised departments.

3- The Insurer may, whenever it deems fit, assign a physician to monitor the recovery process of the Injured Party along with the departments referenced in the previous paragraph.

4- When agreements and protocols referenced in paragraph 2 have been concluded, for the purposes of the monitoring service provided in the previous paragraph, the employer is obligated to send the relevant clinical information to the Insurer's clinical department, namely medical reports, additional diagnostic tests, surgical protocols as well as examination and discharge reports.

5- In the event of disagreement regarding the diagnosis of the injury or the suitability of the techniques or means employed in the recovery process of the Injured Party, the clinical opinion issued by a physician appointed by the sports federation from the sport practiced by the Injured Party shall prevail, although it shall be the employer's responsibility to continue all treatments and other services that may be necessary.

Article 8 - Examination and discharge reports

1- In the case provided in paragraph 1 of the previous article, the employer, through its medical department, is responsible for complying with the legal obligations relating to examination and clinical discharge reports, in particular ensuring that they are submitted to the Injured Party.

2- The Injured Party, upon receiving the discharge report, must declare that he/she has been made aware of its content, signing two copies of the same, which said Injured Party submits to the employer.

3- The employer must submit one of the copies of the discharge report, signed by the Injured Party, to the Insurer, pursuant to the provisions in paragraph 4 of the previous article, and remit the other to the sports federation of the sport practiced by the Injured Party.

4- In the event that the Injured Party refuses to sign the discharge report pursuant to paragraph 2, the club shall immediately inform the federation and the Injured Party is not allowed to take part in any official competition for as long as this refusal persists.

Annex: Commutation Table

Y														
Age														
X	≤20	21	22	23	24	25	26	27	28	29	30	31	32	33
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
6	6.43	6.40	6.37	6.34	6.31	6.28	6.26	6.26	6.20	6.17	6.14	6.11	6.09	6.06
7	8.20	8.12	8.04	7.10	7.98	7.98	7.72	7.64	7.56	7.48	7.40	7.32	7.24	7.16
8	10.33	10.17	10.01	9.09	9.70	9.55	9.40	9.24	9.08	8.93	8.77	8.62	8.47	8.31
9	12.30	12.56	12.29	12.04	11.78	11.53	11.28	11.02	10.77	10.52	10.26	10.01	9.76	9.50
10	15.63	15.25	14.87	14.50	14.12	13.75	13.38	13.00	12.62	12.25	11.87	11.50	11.13	10.75
11	18.30	18.27	17.76	17.21	16.71	16.20	15.78	15.15	14.64	14.12	13.59	13.08	12.56	12.03
12	22.33	21.63	20.95	20.26	19.57	18.89	18.20	17.50	16.62	16.13	15.44	14.75	14.07	13.37
13	25.20	25.31	24.44	23.56	22.67	21.80	20.92	18.35	18.16	16.28	17.39	16.52	15.64	14.75
14	30.43	29.32	23.23	27.14	26.04	24.95	23.86	22.75	21.66	20.57	19.47	18.38	17.29	16.18
15	35.00	33.66	32.33	31.00	29.66	28.33	27.00	25.66	24.33	23.00	21.66	20.33	19.00	17.66
16	39.93	35.32	36.73	35.14	33.54	31.95	30.36	28.75	27.16	25.57	23.97	22.38	20.79	19.16
17	45.20	43.31	41.44	39.56	37.67	35.80	33.92	32.03	30.16	28.28	26.39	24.52	22.64	20.75
18	50.33	48.53	46.15	44.26	42.08	39.89	37.70	35.50	33.31	31.13	28.94	25.75	24.57	22.37
19	56.30	54.27	51.76	49.24	46.71	44.20	41.68	39.15	36.64	34.12	31.59	29.08	26.56	24.03
20	63.13	60.25	57.37	54.50	51.62	48.75	45.88	42.96	40.12	37.25	34.37	31.50	28.63	25.75
21	69.80	66.54	63.29	60.01	56.78	53.53	50.28	47.02	43.77	40.52	37.26	34.01	30.76	27.50
22	76.93	73.17	69.51	65.86	62.20	58.55	54.90	51.24	47.59	43.93	40.27	36.62	32.97	29.31
23	84.20	80.12	75.04	71.96	67.87	63.80	59.72	55.64	51.56	47.48	43.40	39.32	35.24	31.16
24	91.93	87.40	82.87	78.34	73.81	69.28	64.76	60.23	55.70	51.17	46.64	42.11	37.59	32.63
≥25	100	95	90	85	80	75	70	65	60	55	50	45	40	35

Y – Specific Permanent Disability

X – Generic Permanent Disability