

Rent/Capital Protection

General and Special Conditions of the Policy

Customer information line: 210 042 490 / 226 089 290

Personalized customer service available all business days
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Preliminary article

Ageas Portugal - Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Insurance Policyholder identified in the Particular Conditions and Individual Certificates establish an insurance contract which is regulated by the present General, Special and Particular Conditions of the Policy, in accordance with the declarations provided in the Proposal which serves as its base and of which it is an integral part.

Article 1 - DEFINITIONS

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

ACCIDENT: a fortuitous, sudden and violent event, due to an external cause and against the wishes of the Insurance Beneficiary, Beneficiary and Insured Person which gives rise to bodily injuries, Temporary or Permanent Disability or Death that are clinically and objectively confirmed;

POLICY: set of documents certifying the insurance contract, containing the respective General Conditions, Special Conditions if applicable, Particular Conditions, Insurance Proposal, Subscription Form and Endorsements as agreed;

BENEFICIARY: natural or legal person, receiver of the guaranteed benefit;

SUBSCRIPTION FORM: document undersigned by the Insured Person through which he/she declares wanting to become part of the Insured Group, containing the required individual details;

INDIVIDUAL CERTIFICATE: document issued by the Insurer, for each Insured Person, confirming the inclusion of the Insured Person in the Insured Group, containing the identification details and Beneficiaries;

ELIGIBILITY: condition, bond or common interest linking a group of people to one another and the Insurance Policyholder, enabling them to be part of the group;

DEDUCTIBLE: fixed and determined amount or proportional to the amount corresponding to the guaranteed benefit stipulated in the Particular Conditions of the Policy and which is payable by the Insurance Policyholder in the case of the claim payment by the Insurer;

FRAUD: unlawful conduct by the Insured Policyholder, Insured Person or Beneficiary, aimed at obtaining from the Insurer, for him/herself or another, an illegitimate benefit or an illegitimate increase in the benefit;

INSURABLE GROUP: group of eligible persons, homogenous in relation to one or more features of professional, associative or similar nature, expressed through a bond or common interest, other than that of the effectiveness of the present insurance contract, as indicated in the Particular Conditions;

INSURED GROUP: members of the Insurable Group as a whole, at any time of the contract, effectively accepted by the Insurer, linked to one another and the Insurance Policyholder through a bond or common interest;

PERMANENT TOTAL DISABILITY: situation of subsequent permanent functional limitation as a consequence of after-effects produced by an accident;

INSURED PERSON: natural person identified in the Individual Certificate or Subscription Form, whose life, health or physical integrity is insured;

PREMIUM OR TOTAL PREMIUM: the amount paid by the Insurance Policyholder to the Insurer in return for the assumption of the risks by the latter;

INSURER: Ageas Portugal Companhia de Seguros S.A., the entity legally authorised to operate the insurance activity and which undersigns the present contract with the Insurance Policyholder;

CONTRIBUTORY GROUP INSURANCE: insurance to which the Insured Persons partially or totally contribute to the payment of the premium;

NON-CONTRIBUTORY GROUP INSURANCE: insurance to which the Insurance Policyholder totally contributes to the payment of the premium;

POLICYHOLDER: legal person or entity taking out the contract with the Insurer and responsible for the payment of the premium;

Notes:

- The same person can be the Insurance Policyholder, Insured Person and Beneficiary.
- Whenever enabled by the interpretation of the texts, the masculine covers the feminine and the singular the plural, and vice-versa.

Article 2 - OBJECT OF THE CONTRACT

1 - By the present contract, the Insurer guarantees the payment of the contractually established indemnities as a consequence of an accident incurred by the Insured Person which gives rise to Total and Permanent total disability or Death, through the payment of a monthly rent and initial capital or a single capital amount, as contracted in the respective Rent Solution or Capital Solution, in conformity with the provisions in these General Conditions, in the Particular Conditions or Individual Certificates.

2 - By explicit agreement in the Particular Conditions or Individual Certificates, the object of this contract may include Supplementary Coverage.

Article 3 - SCOPE OF THE CONTRACT

Without prejudice to the provisions in Article 8 and 9, accidents occurred in any part of the world are covered, guaranteeing:

1 - Professional and Extra-Professional Risk or merely Extra-Professional Risk, as stipulated in the Particular Conditions or Individual Certificates.

Extra-Professional risk is defined as all activity not related to the exercise of the Insured Person's Occupation, whether this Occupation is carried out as a self-employed person or employee.

2 - Passenger use of normal means of transport (aircraft and helicopters) operated by companies authorised to conduct the activity of regular air transport in the context of commercial flights and/or charter flight for commercial flights.

3 - Natural Disasters (Catastrophic Risks), provided that the atmospheric agents cause bodily injury to the Insured Person, guaranteeing the coverage and payment of the indemnity amount, as stated in the Particular Conditions or Individual Certificates, such as:

- typhoons, cyclones, tornados and all direction action of strong winds whose speed reaches or exceeds 100 km/hour, or crashing of objects swept along or projected by them;
- waterspouts or torrential rainfall – atmospheric precipitation of an intensity greater than 10 millimetres in 10 minutes, on the rain gauge;
- flash floods or overflow of natural or artificial waterways;
- earth tremors, earthquakes, tsunamis, volcanic eruptions, subterranean fire as well as fire resulting from these phenomena;
- subsidence, landslides, landslips and sinking of land, as a consequence of geological phenomena.

Article 4 - BASE COVERAGE

In the case of an accident, the present contract covers the following risks:

- 1 - In the case of Total and Permanent total disability of the Insured Person, covering only devaluation equal to or above 50%, considered equal to 100%, based on the Devaluation Table attached to these Conditions and clinically confirmed, occurred as a consequence of an accident covered by the present contract, immediately or during two years counted from the date of the accident.**
- 2 - In the case of Death of the Insured Person as a consequence of an accident covered by the present contract, occurred immediately or during two years, the Insurer shall pay the indemnities to the respective Beneficiaries.**

The contract does not cover the risk of Death of persons less than 14 (fourteen) years old.

- 3 - The coverage of Total and Permanent total disability or Death is not cumulative, therefore, if the Insured Person dies as a consequence of an accident occurred during two years counted from the date of the accident, the Death capital shall be deducted by any amount that may have been attributed due to Total and Permanent total disability.

Article 5 - SUPPLEMENTARY COVERAGE

By explicit agreement in the Subscription Form and in the Particular Conditions or Individual Certificates, the object of the present contract may include coverage of:

- 1 - Treatment and Repatriation Expenses – the Insurer shall reimburse, up to the limit of the amount established for the effect in the Particular Conditions or Individual Certificates, the expenses required for the treatment of the injuries suffered, as well as any exceptional expenses related to repatriation to Portugal, unless agreed otherwise in the Particular Conditions, in clinically advised transport in view of the injuries incurred.

Treatment Expenses are defined as those related to medical fees and hospital internment including medication and nursing assistance, required as a consequence of an accident.

Repatriation Expenses are defined as the confirmed and clinically advised transport of the Insured Person, in a case of a serious accident, to the place of domicile in Portugal.

1.1.

The coverage of Treatment and Repatriation Expenses is subject to a deductible indicated in the Particular Conditions or Individual Certificates. The deductible is applied per claim and per Insured Person, and shall be deducted from the total value of the indemnity to be reimbursed.

1.2.

This coverage may only be contracted together with the coverage mentioned in Article 4 - Base Coverage.

1.3.

Treatment and Repatriation Expenses shall be reimbursed against submission of the confirming documentation, to whoever demonstrates having paid these expenses.

- 2 - Sports - the present coverage guarantees accidents occurred in non-federated amateur sports activities practiced by the Insured Person and identified in the Insurance Proposal which is an integral part of these Conditions, with the exception of sports competitions integrated in championships and respective training.

2.1.

Accidents arising during travel to and from the locations of the practice of the activities referred to in subparagraph 2.3 of this Article are also covered.

2.2.

This coverage may only be contracted together with the coverage mentioned in Article 4 - Base Coverage - and with the Coverage of Treatment and Repatriation Expenses mentioned in number 1 of this Article.

2.3.

The following sports activities are covered:

- **Hang-gliding (when integrated in a Club) and Athletics;**
- **Body-Board, Cross-Country Cycling and Bungee Jumping;**
- **Canoeing, Hunting (except big game), Cycling, Maintenance Circuit and Bodybuilding;**
- **Horse riding (without jumping) and Winter Sports (ski without jumping);**
- **Water ski and Climbing;**
- **Football;**
- **Roller and field hockey;**
- **Judo;**
- **Karate and Karting;**
- **Speleology (occasional activity – in group or accompanied – in caves or abyss that have already been explored);**
- **Diving, Mountaineering (exclusion of high mountain and polar expeditions);**
- **Motorcycling (except cross, speed and vehicle with engine capacity over 250 cc) and Power boating (without competition);**
- **Paint Ball, 4 Wheel Drive Trips (when integrated in a Club);**
- **Paragliding, Parachuting and Gliding (when integrated in a Club);**
- **Amateur Fishing and Spear Fishing (maximum 40m);**
- **Rafting, Abseiling and Rowing;**
- **Slide, Snowboard, Squash and Surf;**
- **Table tennis, Target shooting, of plates and with bow and arrow;**
- **Ultralight aviation (when integrated in a Club);**
- **Sailing (up to 20 miles), Volleyball and Motor-free flight (when integrated in a Club);**
- **Water Polo and Windsurf.**

Article 6 - DEDUCTIBLES

By explicit agreement in the Particular Conditions or Individual Certificates, the Insurance Policyholder or Insured Person may be responsible for the deductible indicated therein.

Article 7 - TERRITORIAL SCOPE

1 - Unless explicitly agreed otherwise and without prejudice to the provisions in number 2, the present insurance contract takes effect in relation to accidents occurred in any part of the world.

2 - When the Insured Person transfers his/her residence abroad, the insurance ceases to be effective on the date of the transfer.

Transfer of residence is defined as the establishment of the place of permanent residence outside of Mainland Portugal and/or the Autonomous Regions of Madeira and the Azores.

Article 8 - ABSOLUTELY EXCLUDED RISKS

The coverage of the present contract always excludes:

- 1 - Deliberately fraudulent acts or omissions and other intentional acts of the Insured Person;**
- 2 - Action or omission of the Insured Person under the influence of alcohol or with a blood alcohol level equal to or above that authorised by the Law and/or use of narcotics without medical prescription, or when incapable of controlling his/her acts.**
- 3 - Hernias, whatever their nature, varicose veins and their complications and lumbago (resulting from planned efforts carried out in a constant manner).**
- 4 - Actions carried out by the Beneficiary on the Insured Person.**
- 5 - Exacerbation of an accident, as a consequence of a pre-existing illness, illness or infirmity prior to the date of the accident, in which case the responsibility of the Insurer cannot exceed that which would result if the accident had occurred to a person not bearing this illness of infirmity.**
- 6 - Any other illnesses, when not confirmed through unequivocal and indisputable medical diagnosis that they are a direct consequence of the accident.**
- 7 - Heart attack, infarction, embolism and cerebral haemorrhages, unless caused by external physical injury.**
- 8 - Accidents derived from non-observance of preventive or punitive legal or regulatory provisions, applicable in general or under special conditions, to the practice of different sports, cultural or recreational activities.**

- 9 - Implantation or repair of prosthesis or orthothesis.**
- 10 - Suicide or attempted suicide and voluntary or attempted self-mutilation, as well as self-inflicted bodily injuries or inflicted by others under the consent of the Insured Person, even if these acts are committed unconsciously.**
- 11 - The coverage of the present contract always excludes:**
- a) accidents imputable to the Insured Person occurred when this person shows a blood alcohol rate higher than that legally permitted by Portuguese law, regardless of whether the accident in question involves a road accident or not;**
 - b) accidents imputable to the Insured Person occurred when, at the time of the incident, this person shows the use of narcotics or any other drugs or toxic products without medical prescription;**
 - c) accidents occurred at a time when the Insured Person, due to a psychic anomaly and/or other cause, indicates incapacity to control his/her acts.**
- 12 - All rehabilitation treatments are excluded, namely rehabilitation treatment, when not carried out by duly qualified health professionals or when carried out by duly qualified health professionals without the required clinical diagnosis and without medical supervision or guidance.**

Article 9 - RELATIVELY EXCLUDED RISKS

The risks indicated below are also excluded, unless explicitly stated otherwise in the Specific Conditions or Individual Certificate, through payment of the respective premium surcharge:

- 1 - Accidents derived from the professional practice of sports, the practice of federated amateur sports, the exercise of activities related to the practice of sports, as well as any other sports practice or activity, unless placed in the Sports Coverage, provided that explicitly contracted.**
- 2 - Accidents derived from muscular ruptures or distensions and lumbago (whenever this does not result from an external, involuntary and spontaneous cause not controlled by the Insured Person).**
- 3 - Accidents arising from the use or transport of radioactive materials.**
- 4 - Accidents derived from the exercise of manifestly dangerous occupations or activities, such as: participation in motor vehicle racing and respective training and courses, hunting of fierce animals, boxing, bull-fighting and other analogous sports in terms of danger and that are not mentioned in number 2.3 of Article 5.**
- 5 - Accidents derived from the use of motorcycles, tricycles and quadricycles, except when sports coverage is contracted, as defined in number 2 of Article 5 and provided that involving motorcycles with engine capacity below 250 cc.**

When this guarantee is included in the Policy and in order for it to be effective, it is
Ref BCP: SC0567 reviewed in Oct/2025

indispensable that the two-wheeled motor vehicles are used under the legal conditions in force, including among others, use of the respective helmet.

6 - Use of aircraft not considered in point 2 of Article 3 above, as well as situations of increased risk, such as spraying and aviation club flights.

7 - Accidents occurred in the performance of civil construction and related activities, demolitions, manufacture, transport and use or handling of explosives, work in mines, public works, in construction yards, sawmills, weaving and other activities of similar nature and danger, as well as professions of pilots, drivers, chauffeurs, crew of ships and boats, Aviation (air and ground), Armed Forces, ambulance services, factories and industrial establishments.

8 - Strikes, labour disturbances, turmoil and/or alteration in public order, acts of terrorism and sabotage, insurrection, revolution, civil war, invasion and war against foreign countries (declared or not) and hostility between foreign nations (whether or not war is declared) or warlike acts directly or indirectly resulting from these hostilities.

Article 10 - BASE OF THE CONTRACT

1 - The statements written by the Insured Persons or candidates to such, both in the Insurance Proposal and in the remaining documents required for the risk assessment, namely in the questionnaire, serve as a base for the present contract and are an integral part of the Policy.

2 - Inaccurate or incomplete statements or withholding or omission of facts or circumstances known to the Insurance Policyholder and/or Insured Person, which could influence the existence or conditions of the contract, determine its nullity and, when omitted from the Insurer, determine that the nullity is exclusively effective in relation to this Insured Person, with the contracted coverage being maintained for all the other Insured Persons.

Article 11 - ADDITIONAL DOCUMENTATION

The Insurance Policyholder should send the Insurer the Insurance Proposal and Subscription Forms, with the candidates to Insured Persons figuring as such under the terms of the present contract from the time when this Insurance Proposal and Subscription Forms are received by the Insurer and the Insurer considers that all the conditions for admission are met, with the provisions in the following article being applicable with all the necessary adaptations.

Article 12 - START AND DURATION OF THE CONTRACT

1- The present contract is concluded for the period of time defined in the Particular Conditions of the Policy, being in force from zero hours of the day immediately after the Insurer's acceptance of the Proposal, unless, by agreement of the parties, another starting date is established, which cannot, however, be before the date that the Proposal was received.

2- The Proposal is considered accepted on the fifteenth day counted from the date that it is received by the Insurer, unless the proponent is notified of its refusal or early acceptance, where, in the latter case, the date of acceptance of the Proposal is considered the date when the Insured Person was notified.

3- The duration of the present contract is as stipulated in the Particular Conditions of the Policy or Individual Certificates, and may be for a fixed and specific period of time or for one year to continue over the following years.

4- When the contract is concluded for a determined period of time, the contract ceases to be effective at 24 hours of the last day of this period.

5 - When the contract is concluded for a year to be continued for following years, it is considered successively renewed for annual periods, unless one of the parties issues notice of its termination by registered mail, or other means of which there is a written record at least 30 (thirty) days in advance of the end of the annuity.

6 - The contract guarantees for each Insured Person are in force from zero hours of the day immediately after the Insurer's acceptance of the respective Subscription Forms and Insurance Proposal.

Article 13 - TERMINATION OF THE INSURANCE CONTRACT

Apart from the cases especially established by the Law, the present contract terminates:

- a) through issue of notice of termination, defined as the demonstration of the wish of one of the parties not to renew it on its expiry date;
- b) through cancellation with a justification substantiated by the Law or contractual clause;

Article 14 - NOTICE OF TERMINATION OF THE CONTRACT

The notice of termination of the contract should be communicated, by registered letter with acknowledgement of receipt, at least 30 (thirty) days in advance of its expiry date.

Article 15 - CANCELLATION OF THE CONTRACT

Ref BCP: SC0567 reviewed in Oct/2025

- 1 - The present contract may be cancelled by any of the parties in the cases established by the Law or in this contract.
- 2 - Without prejudice to the other cases established in the General or Special Conditions, if applicable, the breach of any of the obligations established in the present contract constitutes grounds for its cancellation.
- 3 - Except in the case of cancellation of the contract due to non-payment of the premium which shall operate automatically, the declaration of cancellation of the present contract should be carried out through registered letter with acknowledgement of receipt sent to the address of the receiver contained in the Particular Conditions or Individual Certificates and takes effect on the thirtieth day counted from the signing of the respective notice.

Article 16 - EXPIRY

Adherence to the present contract expires when the Insured Person reaches 70 (seventy) years old, unless explicitly stated otherwise in the Particular Conditions of the Policy or in the Individual Certificate.

Article 17 - TERMINATION OF THE INDIVIDUAL GUARANTEES

Without prejudice to the other cases established in the contract, for each Insured Person the guarantees end:

- a) as soon as the Insured Person, for any reason, is no longer part of the Insured Group;
- b) at the end of the contract period or when the Insured Person reaches the age indicated in the Particular Conditions or Individual Certificate;
- c) by the payment of any indemnity related to the main coverage contracted.

Article 18 - CALCULATION OF THE PREMIUM

The premium is calculated based on criteria of equity, sufficiency and prudence enabling the Insurer to meet its commitments undertaken with the Insurance Policyholder.

Article 19 - PAYMENT OF THE PREMIUMS

1 - Coverage of the risks is only effective from the time of the payment of the premium or instalment, with the initial premium due on the date of signing the contract and the subsequent premiums or instalments due on the dates established in the policy, in which case the arrangement established in numbers 2 to 5 is applicable.

2- The Insurer is obliged, up to 60 (sixty) days before the date when the subsequent premiums or instalments are due, to notify the Insurance Policyholder, in writing, indicating the date of payment, value to be paid, form and place of payment and the consequences of failure to pay the premium or instalment.

3- For insurance contracts whose payment of the premium is divided into instalments for a period less than a quarter, and the payment due dates and values payable, as well as the consequences of failure to pay the premium or instalment, are identified in the contractual document, the Insurer may choose not to send the notice established in the previous number.

4- Under the terms of the law, failure to pay the premium or instalment on the date indicated in the notice established in number 2 or in the contractual document indicated in the previous number, determines the non-renewal or automatic and immediate cancellation of the contract, on the date when the payment is due.

5- The non-payment, on the date indicated in the notice, of an additional premium, provided that it derives from a request by the Insurance Policyholder to extend the guarantee, not implying increase of the initial risk, shall determine that the contractual conditions in force prior to this request shall be maintained.

6- In the case of the early termination of the insurance contract, and unless there has been deliberate fraud by the Insurance Policyholder or Insured Person, shall imply the refunding of the premium corresponding to the period of time not elapsed, without prejudice to the penalisation established in the Particular Conditions of the Policy.

7- For Contributory Group Insurance, cancellation due to non-payment of the premium or instalment corresponding to an Insured Person, under the terms of the previous numbers, only operates in relation to that Insured Person.

Article 20 - INCREASED RISK

1 - The Insurance Policyholder or Insured Person, if a different person, undertake to, within the period of 8 (eight) days of becoming aware of the facts, inform the Insurer, in writing or through other means recorded in a durable manner, of all alterations to risk which increase the liability assumed by the Insurer.

2 - In the case of failure to inform, under the terms of the previous number, or inaccuracy in the statements provided by the Insurance Policyholder or Insured Person, the contract shall take be effective but, in the case of an incident, the final indemnity shall be reduced in proportion to the difference between the premium covered by the Insurer and that which would have been covered for the increased risk.

3 - If, in the case established in the previous number, there is proof of bad faith on the part of the Insurance Policyholder or Insured Person or if the inaccurate statements may have influenced the maintenance of the contract, it shall be considered automatically cancelled, taking effect, respectively, on the date when this communication should have been made to the Insurer or that on which the false declarations were provided.

- 4 - The Insurer has 15 (fifteen) days counted from the date of the communication of the increased risk to accept or refuse.**
- 5 - Having accepted it, the Insurer shall inform the Insured Person on the new conditions within the period of time indicated in the previous number, including them in the Endorsement of the contract.**
- 6 - Having refused it, the Insurer shall, within the same period of time referred to in number 4, inform the Insurance Policyholder or Insured Person of the cancellation of the contract.**
- 7 - In the case established in number 5, the Insurance Policyholder or Insured Person has the same period of 15 (fifteen) days, from the date of the communication, when not accepting the new conditions, to cancel the contract.**
- 8 - The alterations are considered tacitly accepted if either of the parties does not express otherwise within the periods of time stipulated in this Article.**
- 9 - Unless explicitly stated otherwise, having communicated the increased risk pursuant to the terms in number 1, the Policy is takes effect for the increased risk, between the date of the increase and the effective date of cancellation of the contract by either of the parties.**

Article 21 - BENEFICIARY CLAUSE

- 1 - In the case of Death, sum insured shall be paid to the named Beneficiaries.
- 2 - When there is no named beneficiary in the case of Death, the sum insured shall be paid to the Legal Heirs of the Insured Person, in the order established in subparagraphs a) to d) of number 1 of Article 2133 of the Civil Code.
- 3 - The Insured Person may alter his/her Beneficiary Clause, without prejudice to the provisions in number 6, although this alteration shall only be valid from the time when the Insurer has received the corresponding written communication and issued the respective Endorsement or individual Certificate. This right only exists when the provisions in number 3 of this Article are not applicable.
- 4 - The entitlement conferred in the previous number ceases the moment the Beneficiary acquires the right to the payment of the insured amounts.
- 5 - The Beneficiary Clause shall be considered irrevocable whenever the Beneficiary accepts the benefit and the Insured Person explicitly renounces altering it, which should be contained in a written document whose validity depends on its effective communication to the Insurer.
- 6 - As the Beneficiary Clause is irrevocable, the exercise of any right or entitlement to modify the contractual conditions shall require the prior agreement of the Beneficiary.

Article 22 - OBLIGATIONS OF THE INSURANCE POLICYHOLDER AND INSURED PERSON

1- In the case of an accident, the Insurance Policyholder and Insured Person shall be cumulatively obliged before the Insurer to:

- a) take measures to prevent exacerbation of the consequences of the accident;
- b) provide written notification of the accident during the 8 (eight) days immediately after it, indicating the location, day, hour, causes, witnesses and consequences;**
- c) send, up to eight days after the Insured Person has been clinically assisted, a medical statement indicating the nature of the injuries, medical diagnosis and indication of possible Total and Permanent total disability;**
- d) report, within 8 (eight) days after its occurrence, the cure of the injuries, promoting the sending of a medical statement indicating the percentage of any confirmed Total and Permanent total disability;**
- e) provide, for any reimbursement made, all the supporting documents for the Expenses related to Treatment and/or Repatriation to Portugal, unless explicitly agreed otherwise in the Particular Conditions.

2- In the case of an accident, the Insured Person is obliged to:

- a) comply with the medical prescriptions;
- b) take the medical examination requested by the Insurer;
- c) authorise the Attending physicians to provide all of the information requested by the Insurer.

3- If the accident results in the death of the Insured Person, the Insurer should be sent, supplementary to the notification of the accident, a Death Certificate indicating the cause of death and, when considered necessary, other elucidative documents on the accident and its consequences.

4- In the case of the confirmed impossibility of the Insurance Policyholder and/or insured Person meeting any of the obligations established in this article, this obligation is transferred to whomever – Insurance Policyholder, Insured Person or Beneficiary – who may comply with these obligations.

5- Lack of truth in the communications and information to the Insurer implies liability for any consequent losses and damage.

Article 23 - OBLIGATIONS OF THE INSURER

1- The Insurer should:

- 1.1. Inform the Insurance Policyholder, during the contract enforcement period, under the terms of the law and contractual conditions, of any alterations to the insurance contract and undertaking of the Insurer's obligations which could influence its willingness to maintain the insurance contract in force;
- 1.2. Respond to any requests for clarification of the Insurance Policyholder, required for understanding the conditions and management of the insurance;

- 1.3. Promote, after notification of the incident, and as rapidly as possible, the investigation of the causes and mode of occurrence of the incident, as well as determination of the resulting injuries;
- 1.4. Pay the compensation or capital due, within the maximum period of time of 30 (thirty) business days after the investigation of the Insurer's responsibility and amount to be paid.

Article 24 - SUM INSURED

The guaranteed values are explicitly indicated in the Particular Conditions of the Policy or Individual Certificates.

Article 25 - SETTLEMENT OF THE INSURED AMOUNTS

The settlement of the insured amounts shall be carried out in accordance with the following principles:

1- Unless explicitly stated otherwise, the payments to be made by the Insurer under the insurance contract shall always be carried out through credit to the bank account domiciled at Banco Comercial Português, S.A. In situations which have not been explicitly foreseen, the payments due will be made at the offices of the Insurer, at the place of issue of this contract.

2 - The Monthly Rent mentioned in the Particular Conditions or Individual Certificate shall be paid during a maximum period of 5 (five) years, unless indicated otherwise;

This payment shall start in the month following that of the recognition of the occurrence and provided that the Insurer has all the elements required to settle the incident, as stipulated in Article 23 of these General Conditions.

Where there is more than one Beneficiary the Monthly Rent referred to above shall be divided among them in accordance with the respective Beneficiary Clause.

Should any Beneficiary pass away during the rent payment period, the corresponding benefit shall be given to any remaining Beneficiaries.

3 - The Initial Capital mentioned in the Particular Conditions or Individual Certificate shall be paid immediately after the recognition of the occurrence and provided that the Insurer has all the elements required to settle the incident.

4 - If the consequences of an accident are exacerbated by a pre-existing illness, illness or infirmity prior to the date of its occurrence, in this case the Insurer's liability cannot exceed that which it would incur if the accident had occurred to a person not bearing this illness or infirmity, unless explicitly stated otherwise in the Particular Conditions or Individual Certificate.

5 - If the Beneficiary is a minor, the Insurer shall make a deposit in his/her name at Banco Comercial Português, S.A. or at a Credit Institution indicated for the effect.

Article 26 - SUBROGATION

1 - Once the indemnity has been paid relative to the expenses, the Insurer shall be subrogated, up to the concurrence of the indemnified amount, regarding all of the rights of the Insurance Policyholder, Insured Person, his/her Beneficiaries or Heirs, against the third party responsible for the losses, with the Insured Person undertaking to take all necessary action to enforce these rights.

2 - The Insured Person shall be accountable for losses and damage due to any voluntary act or omission which could prevent or hinder the exercise of these rights.

Article 27 - COEXISTENCE OF CONTRACTS

1 - The Insured Person should inform the Insurer of any other or supervening insurance covering risks identical to those in the present contract.

2 - In the case of multiple insurance policies, the present contract shall only be effective in the case of the non-existence, nullity, ineffectiveness or insufficiency of previous insurance, except in relation to the Base Coverage Total and (Permanent total disability or Death), indicated in Article 4 above.

Article 28 - COMMUNICATIONS AND NOTIFICATIONS

1 - Communications or notifications by the Insurance Policyholder or Insured Person and the Insurer established in this Policy, should be carried out through registered mail or other means of which written records remain, to the head office of the Insurer or last address of the Insurance Policyholder or Insured Person, indicated in the contract respectively.

2 - Any change of address or head office of the Insurance Policyholder or Insured Person should be communicated to the Insurer, during the 30 (thirty) days following the date on which it occurs, by registered letter with acknowledgement of receipt, otherwise future communications or notifications made by the Insurer to the outdated address shall be considered valid and effective.

Article 29 - PROFIT SHARING PLAN

The Insurer may only grant sharing of the operating profit of this insurance for contracts whose duration is at least one year and which cover at least 500 Insured Persons, in conformity with the following conditions:

1 - The Profit Sharing shall be calculated based on the Group's net income, covering the supplementary coverage when subscribed. The distribution shall only be made after the premiums have been received relative to the reporting period of Net Income.

2 - The Profit Sharing shall be distributed at the end of each annual period. However, the first profit sharing shall only be granted after two annual periods have elapsed since the starting date of the contract.

3- The processed premiums corresponding to the reporting period and the indemnities considered in previous periods that were not payable are considered revenue.

4- The general and management costs of the insurance contract reflected in percentages of the premiums, the indemnities recorded in the reporting period and the negative balances of previous periods are considered expenses.

5- The resulting positive balance is multiplied by a percentage corresponding to the Profit Sharing, which may vary from 5% to 80% of this amount. This Profit Sharing shall be attributed to the Insurance Policyholder or Insured Persons, as negotiated on a case by case basis.

Article 30 - APPLICABLE LAW

Portuguese Law is applicable to the present contract, without prejudice to the possibility, to the extent permitted by the Law, of the choice of another Law by the contracting parties, which must be explicitly stated in a document and shall be an integral part of this contract.

Article 31 - ARBITRATION

Any divergences which may arise in relation to the application of this insurance contract may be resolved through arbitration, under the terms of the Law in force.

Article 32 - JURISDICTION

The competent jurisdiction to settle any conflict arising from this Policy is the district court of the place of issue of the Policy.

Devaluation Table Applicable to this Contract

1 – Devaluation Table used as the basis for calculating the indemnities due to Total and Permanent total disability:

Clinically Confirmed Situations	%
• Total loss of both eyes or of sight in both eyes	100%
• Complete loss of the use of the two lower or upper limbs	100%
• Incurable and total mental alienation, directly and exclusively resulting from an accident.	100%
• Complete loss of two hands or two feet	100%
• Complete loss of one arm and one leg or of one hand and one leg	100%
• Complete loss of one arm and one foot or of one hand and one foot	100%
• Complete hemiplegia or paraplegia	100%
• Total deafness	60%
• Post-traumatic generalised epilepsy, one or two convulsive crises per month, with treatment	50%
• Complete ablation of the lower jaw bone	70%
• Amputation of the upper third of the arm or complete loss of use of the arm	D70% E55%
• Complete loss of use of one hand	D60% E50%
• Exarticulation of one lower limb at the hip joint or complete loss of use of one lower limb	60%
• Amputation at the middle third of the thigh	50%
• Series of partial disabilities which despite the deductions reach 50%	see table 2

2 – Devaluation Table applicable to the basis for calculating partial disabilities which as a whole are equal to or above 50%:

Partial Permanent total disability	%	
HEAD		
• Complete loss of one eye or reduction to half of biocular sight	25%	
• Total deafness in one ear	15%	
• Mild traumatic brain injury, without objective signs	5%	
• Absolute anosmia.	4%	
• Fracture of the nose bones or septum of the nose with respiratory disorder	3%	
• Total stenosis of the nose, unilateral	4%	
• Non-consolidated fracture of the lower jaw bone	20%	
• Total or almost total loss of teeth:		
- with possible prosthesis	10%	
- without possible prosthesis.	35%	
• Cranial loss of substance involving the two tables and of maximum diameter:	35%	
- greater than 4 cm		
- greater than 2 cm and less than or equal to 4 cm	25%	
- of 2 cm	15%	
UPPER LIMBS AND SHOULDERS		
	R	L
• Fracture of the clavicle with a clear after-effect	5%	3%
• Mild rigidity of the shoulder	5%	3%
• Rigidity of the shoulder, projection forwards and abduction not reaching 90°	15%	11%
• Complete loss of shoulder movement	30%	25%
• Non-consolidated fracture of the lower jaw bone	40%	30%
• Pseudarthrosis of the two bones of the forearm	25%	20%
• Complete loss of use of elbow movement	20%	15%
• Amputation of the thumb:		
- losing the metacarpus	25%	20%
- conserving the metacarpus	20%	15%
• Amputation of the index finger	15%	10%
• Amputation of the middle finger	8%	6%
• Amputation of the ring finger	8%	6%
• Amputation of the little finger	8%	6%
• Complete loss of wrist movement	12%	9%
• Pseudarthrosis of the one bone of the forearm	10%	8%
• Fracture of the 1st metacarpus with after-effects determining functional incapacity	4%	3%
• Fracture of the 5th metacarpus with after-effects determining functional incapacity	2%	1%

LOWER LIMBS

• Complete loss of use of one leg below the knee joint	40%
• Complete loss of the foot	40%
• Non-consolidated fracture of the thigh	45%
• Non-consolidated fracture of one leg	40%
• Partial amputation of the foot involving all the toes and part of the foot	25%
• Complete loss of hip movement	35%
• Complete loss of knee movement	25%
• Complete ankylosis of the ankle in a favourable position	12%
• Moderate after-effects from a transversal fracture of the patella	10%
• Shortening of one lower limb by:	
- 5 cm or more	20%
- 3 to 5 cm	15%
- 2 to 3 cm	10%
• Amputation of the big toe with its metatarsus	10%
• Complete loss of any toe, excluding the big toe	3%

RACHIS-THORAX

• Fracture of the cervical vertebral column without medullar injury	10%
• Fracture of the dorsal or lumbar vertebral column:	
- compression with clear rigidity of the rachis, without neurological signs	10%
• Cervicodynia with clear rigidity of the rachis	5%
• Low back pain clear rigidity of the rachis	5%
• Forme frusta paraplegia, possible to walk, predominant spasmodic paralysis	20%
• Radicular pain with irradiation (mild form)	2%
• Isolated sternal fractures with minor after-effects	3%
• Single back fractures with minor after-effects	1%
• Multiple rib fractures with important after-effects	8%
• Residues of a traumatic effusion with radiological signs	5%

ABDOMEN

• Ablation of the spleen, with haematological after-effects, without clinical evidence	10%
• Nephrectomy	20%
• Abdominal scar from a surgical intervention with a 10 cm eventration, non-operable	15%

Where:

- a) injuries not listed in the Devaluation Table, even of minor importance, shall be indemnified in proportion to their severity compared to that of the listed cases, without taking into account the Occupation performed by the Insured Person;
- b) If the Insured Person is left-handed, the percentages of disability for the right upper limb apply to the left upper limb, and reciprocally;
- c) any physical defects related to limbs or organs which the Insured Person already had on the date of the accident shall be taken into consideration when establishing the degree of devaluation derived from the accident, which shall correspond to the difference between the already existing disability and that henceforth; the partial or total functional incapacity of a limb or organ is equivalent to the corresponding partial or total loss;
- d) regarding the same limb or organ, the accumulated devaluation cannot exceed that which would correspond to the total loss of this same limb or organ;
- e) whenever an accident results in injuries to more than one limb or organ, the total indemnity is obtained by the sum of the value of the indemnities relative to each one of the injuries, provided that the total does not exceed the sum insured;
- f) unless explicitly agreed otherwise in the Insurance Proposal, Particular Conditions of the Policy or Individual Certificate, the degree of devaluation of Total or Partial Permanent total disability is always attributed in accordance with the Devaluation Table for Personal Accident Insurance, which is an integral part of the General Policy Conditions, with the Insurer not recognising, for the effects of indemnity, any other degree of devaluation which may have been attributed to the Insured Person, based on another table, namely the Portuguese National Table on Incapacity Related to Work Accidents.

Special Conditions - Capital Solution

Condition 1 - OBJECT OF THE CONTRACT

1 - By the present contract, the Insurer guarantees, as a consequence of an accident incurred by the Insured Person and provided that covered by the main contracted coverage for

Permanent total disability or Death, the payment of a single capital benefit as stipulated in the Particular Conditions or Individual Certificate of the present contract.

2 - In the case of Permanent total disability of the Insured Person (only covering only devaluation equal to or above 50%, considered as always being equal to 100%), occurred as a consequence of an accident covered by the present contract, immediately or during two years counted from the date of the accident, the Insured Person is guaranteed payment of the indemnity amount, as expressed in the Particular Conditions or Individual Certificates.

3 - In the case of Death of the Insured Person, as a consequence of an accident covered by the present contract, occurred immediately or during two years, the Insurer shall pay the indemnities to the Beneficiaries named in the Subscription Form.

4 - The coverage of Permanent total disability or Death is not cumulative, therefore, if the Insured Person dies as a consequence of an accident occurred during two years counted from the date of the accident, the indemnity due to Death shall be payable only if indemnity due to Permanent total disability has not been attributed.

5 – The scope of this Special Condition, Capital Solution, does not include a profit sharing plan.

Condition 2 - FINAL PROVISION

For everything not established in the present Special Condition and in the Particular Conditions or Individual Certificate of the contract, the provisions in the General Conditions of this Policy prevail.

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