

Civil Liability Insurance for Operations

General Conditions of the Policy

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Personalised service available

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GENERAL CONDITIONS

PRELIMINARY ARTICLE

1. Between Ageas Portugal - Companhia de Seguros, S.A., hereinafter referred to as Insurer, and the Policyholder, both further identified in the Particular Conditions, conclude this insurance contract which is governed by the General, Particular and, if underwritten, Special Conditions.

2. The personalisation of this contract is made in the Particular Conditions along with the identification, including the tax identification number of the parties and their respective domicile, data from the Insured Person, data from the Insurer representative for the purpose of Claims, the insured capital or the method for its determination as well as the determination of the Premium or 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.

CHAPTER I – DEFINITIONS, OBJECT, GUARANTEES AND SCOPE OF THE

CONTRACT ARTICLE 1 - DEFINITIONS

For the purposes of this contract, the following definitions apply:

POLICY: the set of documents certifying the insurance contract, which include the Insurance Proposal, General Conditions, Special Conditions and Particular Conditions and any additional documents that supplement or amend them;

INSURER: the entity legally authorised to operate the insurance activity in Portugal and which undersigns the present contract;

POLICYHOLDER: the natural or legal person who concludes the present contract with the Insurer, and is liable for the payment of the premium;

INSURED PERSON: the natural or legal person who holds the insured interest and is subject to the risks that, according to the agreed terms, are the object of the present contract;

THIRD PARTY: party which, as a consequence of an incident covered by this contract, suffers an injury which leads to damages which, under the terms of civil law and this Policy, may be repaired or compensated;

CLAIM: verification, in whole or in part, of the event that triggers the activation of the risk coverage provided for in this contract;

BODILY INJURY: that which affects the physical or mental health of a Third Party;

MATERIAL INJURY: that which affects any movable or immovable object;

PROPERTY DAMAGE: that which can be ascertained in monetary terms, must be repaired or compensated;

NON-PROPERTY DAMAGE: that which cannot be ascertained in monetary terms, but must be compensated through compliance with a monetary obligation;

PREMIUM: the amount paid by the Policyholder to the Insurer in return for the agreed coverage;

DEDUCTIBLE: amount that, in the event of a claim, is payable by the Insured Person, the amount of which is stipulated in the Particular Conditions of the contract.

ARTICLE 2 – OBJECT AND GUARANTEES OF THE CONTRACT

1. The present contract guarantees, pursuant to the General, Special and Particular Conditions, the obligation to indemnify based on extra-contractual civil liability that, under civil law, may be due to the Insured Person, or to persons for whom the latter is civilly liable, for Property and Non-Property Damage resulting from Bodily and Material Injuries, caused to Third Parties and who are not excluded by the Policy.

2. Without prejudice to the foregoing, the contract's object and guarantees may be changed by agreement between the parties in the Special or Particular Conditions.

ARTICLE 3 – TERRITORIAL AND TEMPORAL SCOPE

1. Unless otherwise expressly agreed in the Particular Conditions, this contract covers Claims occurring in Mainland Portugal and the Autonomous Regions of Madeira and the Azores.

2. The guarantee given by this Policy covers the Insured Person's civil liability for acts or omissions generating civil liability that occurred during the validity period of the Policy and that are claimed, unless expressly agreed otherwise in the Particular Conditions, up to the maximum period of two years after its expiry.

ARTICLE 4 – EXCLUSIONS

1. In addition to the exclusions provided for in the Special and Particular Conditions, under the coverage of this Policy, the following are excluded:

- a) liability arising from any deliberate acts or omissions of the Insured Person, their assistants and substitutes and all those for whom the Insured Person may be civilly liable, except where their coverage is established by law;
- b) Damage caused to employees, salaried staff or representatives of the Insured Person, when in the service of the Insured Person, provided that such damages result from an accident covered by Workers' Compensation or occupational illness legislation;
- c) Liability for damage caused to partners, officers, directors, managers and legal representatives of the legal person whose liability is guaranteed;
- d) liability for damages caused to any persons whose liability is guaranteed by this contract, as well as the spouse or person living in a de facto union with the Insured Person, ascendants, descendants or other persons who cohabit with them or are dependent on them;
- e) criminal, administrative or disciplinary liability;
- f) liability resulting from accidents due to acts of war, civil war, invasion, hostilities, rebellion, insurrection, usurped military power or attempts to usurp power, terrorism, sabotage, assaults, strikes, riots and lock-outs;
- g) Liability resulting from accidents due to direct or indirect effects of explosion, heat or radiation resulting from nuclear fission or fusion and radioactivity, as well as accidents due to the effects of radiation caused by the artificial acceleration of radioactive particles;
- h) Damage caused under the influence of alcohol, narcotics or other drugs or toxic products, or in a state of mental disorder;
- i) Damage caused by accidents involving vehicles that, pursuant to the law, must be subject to mandatory civil liability insurance, as well as other risks which, pursuant to the law, must be covered by covered by other mandatory insurance;
- j) compensation payable by the Insured Person for punitive damages, exemplary damages, vindictive damages and others of a similar nature.
- k) all types of cyber damage or loss arising directly or indirectly from any cyber incident, considering as such damage resulting from unauthorised or malicious acts, error or omission, isolated or repeated, and a violation of legal duties regardless of time and place, or any failure in computer systems and/or devices, with computer system being understood as the hardware, software, information technology, communications system or electronic device, including associated systems, the configuration of the aforementioned computer system and associated data, storage devices and network equipment.

2. Unless otherwise agreed in the Particular and Special Conditions, and without prejudice to other exclusions contained therein, the present contract does not insure:

- a) Damage caused to assets or objects belonging to Third Parties that have been entrusted to the Insured Person for safekeeping, use, work or another purpose;
- b) Liability for construction, works, services rendered, products and the respective packaging produced, stored or supplied by the Insured Person, if the claims are motivated by error, omission, or latent defect which appears only after the express or tacit receipt of said goods, products or services;
- c) Liability for the alteration of the environment, particularly damages directly or indirectly caused by pollution or contamination of the soil, water or atmosphere, as well as all those which are due to fumes, vapours, vibrations, noise, odours, temperatures, humidity, electrical current or hazardous substances;
- d) Loss of earnings or similar losses;
- e) Damage caused by the action of electromagnetic fields;
- f) liability resulting from a private agreement or contract, to the extent that it exceeds the liability to which the Insured Person would be bound in the absence of such agreement or contract.

CHAPTER II - INITIAL AND SUPERVENING RISK STATEMENT ARTICLE

5 - DUTY TO PROVIDE AN INITIAL RISK STATEMENT

1. The Policyholder or the Insured Person is required to, prior to signing the contract, 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) Of 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 or Insured Person, as well as the provisions governing breaches thereof, under penalty of incurring civil liability, in general terms.

ARTICLE 6 - DELIBERATELY FRAUDULENT BREACH OF THE DUTY TO MAKE 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 misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, the premium is due until the end of the contract.

ARTICLE 7 – NEGLIGENT BREACH OF THE DUTY OF INITIAL RISK STATEMENT

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

- a) propose an alteration to the contract, setting a deadline of no less than 14 days, to send the acceptance or, if allowed, 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 shall cover the claim in proportion to the difference between the premium paid and the premium that would have been due if, at the time the contract was concluded, they had known of the omitted or inaccurately stated fact;

- b) the Insurer, having demonstrated that they would not, under any circumstances, have signed the insurance contract had they known of the omitted or inaccurately stated fact, will not cover the claim and are only bound to refund the premium.

ARTICLE 8 - AGGRAVATION OF RISK

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

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 takes effect 15 days from the date in which the termination statement was sent.

ARTICLE 9 - CLAIMS AND AGGRAVATION OF RISK

1. Should a Claim occurs whose verification or consequence has been influenced by the risk increase before contract cessation or alteration under the terms provided for in the previous article, the Insurer:

- a) covers the risk, making the agreed benefit, if the aggravation was correctly and timely reported before the claim or before the deadline provided for in paragraph 1 of the preceding article;
- b) partially covers the risk, reducing its benefit in proportion to the premium actually charged and that which would be due on basis of the actual risk circumstances, if the risk increase was not reported in a correct and timely manner before the claim;
- c) may refuse coverage in the event of deliberate misconduct by the Policyholder or Insured Person for the purpose of obtaining an advantage, and retain the right to outstanding premiums.

2. In the situation provided for in subparagraphs a) and b) of the previous paragraph, with the increased risk resulting effectively from the Policyholder or Insured Person, the Insurer is not required to pay the benefit if it demonstrates that under no circumstances does it conclude contracts that cover risks with the characteristics resulting from that risk increase.

CHAPTER III - PAYMENT AND ALTERATION OF PREMIUMS

ARTICLE 10 – PREMIUM DUE DATE

1. Unless otherwise agreed upon, the initial premium, or first instalment thereof, is due on the date of contract conclusion.
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 11 – COVERAGE

The risk coverage depends on the prior premium payment. [ARTICLE 12](#)

– PREMIUM PAYMENT NOTICE

1. While the contract remains in force, the Insurer must notify the Policyholder in writing of the amount payable, as well as the payment method and place, at least 30 days prior to the date on which the premium, or its instalments thereof, become payable.
2. The notice must legibly state the consequences of non-payment for the premium or its instalment.
3. In insurance contracts where it is agreed to pay the premium in instalments every three months or less and in which contractual documentation indicates the due dates of the successive instalments of the premium and the respective amounts payable, as well as the consequences of their non-payment, the Insurer may choose not to send the notice referred to in paragraph 1, in which case it must provide proof of the issuance, acceptance and sending to the Policyholder of the contractual documentation referred to in this paragraph.

ARTICLE 13 – NON-PAYMENT OF 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. Failure to pay the subsequent annuities or its first instalment on the due date will 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.

ARTICLE 14 – ALTERATION OF THE PREMIUM

If there is no alteration to the risk, any alteration of the premium applicable to the contract can only take effect on the following annual due date.

CHAPTER IV - TAKING OF EFFECT, DURATION AND VICISSITUDES OF THE

CONTRACT ARTICLE 15 - START AND DURATION OF THE CONTRACT

- 1. The day and time in which risk coverage begins are indicated in the contract, without prejudice to the provisions of Article 11.**
- 2. That established in the preceding paragraph is equally applicable to the start of contract effects, if it is different from the start of risk coverage.**

ARTICLE 16 – DURATION

- 1. The contract indicates its duration, which may be for a specified and fixed period or for one year renewable for further periods of a year.**
- 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 by written statement sent to the addressee with a minimum advance of at least 30 days prior to the extension date or if the Policyholder fails to pay the premium.**

ARTICLE 17 – ARRANGEMENTS FOR TERMINATION OF THE CONTRACT

- 1. In addition to the possibility of withdrawal provided for in paragraph 3 of the preceding Article, the contract may cease by expiration, revocation through agreement between parties or by termination.**

2. This contract expires at the end of the stipulated validity period, if any, and in the event of supervening loss of interest or extinction of risk and whenever the total of the insured capital is verified for the period of contract validity without the anticipated need for the replacement of such capital.

3. If the contract has been concluded at a distance, the Policyholder, who is a natural person, has the right to terminate the contract without just cause, within 14 days immediately after the date of receiving the Policy.

4. Without prejudice to the provisions of the preceding paragraph, the contract may be terminated by the parties at any time, with just cause, through registered post.

5. Without prejudice to the previous paragraph, in non-binding civil liability insurance, the Insurer may terminate the contract when two claims occur within a period of 12 months or, as the contract is annual, during the annuity.

6. The amount of the Premium to be returned to the Policyholder in the event of early contract 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.

7. Termination of the contract takes effect at midnight on the day in which it is effective.

8. Whenever the Policyholder differs from the Insured Person, the Insurer must notify the Insured Person of termination of the contract as soon as possible, no later than 20 days after the non-renewal or termination.

9. Termination of the contract takes effect 15 days from the date in which the termination statement was sent.

CHAPTER V - MAIN BENEFIT PROVIDED BY THE INSURER -

ARTICLE 18 - BENEFIT LIMITS

1. The benefit due by the Insurer is always limited to the damage resulting from the incident up to the amount of the insured capital fixed in the Particular Conditions of the Policy, regardless of the number of people injured by an incident.

2. Unless otherwise agreed upon, established in the Particular Conditions:
- a) when the compensation attributed to the injured persons is greater than or equal to the insured capital, the Insurer shall not answer for the legal fees;
 - b) when the compensation attributed to the injured is less than the amount insured, the Insurer is responsible for compensation and for the same expenses up to the limit of insured capital.
3. Except regarding the compulsory insurance, after the occurrence of a claim, the insured capital is automatically reduced by the amount corresponding to the compensation paid, but the Insured Person may propose to the Insurer the restoration of the insured capital, by payment of the appropriate additional premium.

ARTICLE 19 – DEDUCTIBLE

1. By express agreement, a portion of compensation due to Third Parties may be sustained by the Policyholder or the Insured Person, but this limitation of guarantee is not enforceable to them.
2. It is the responsibility of the Insurer, in the event of a request for third party compensation, to account in full for compensation due, without prejudice to the right of refund for the deductible amount applied under the terms of the preceding paragraph.

ARTICLE 20 - INSUFFICIENT CAPITAL

1. Should there be several injured parties in the same claim with the right to compensation that, in total, exceed the amount of insured capital, the rights of the injured parties against the Insurer are reduced proportionally up to the payment of that amount.
2. The Insurer who, in good faith and due to lack of knowledge of other claims, makes the payment of compensation for a value higher than that resulting from the provisions of the previous paragraph, is released towards other injured parties for exceeding the insured capital.

ARTICLE 21 – PLURALITY OF INSURANCE

1. When the same risk relating to the same interest is insured by several Insurers for an identical period, the Policyholder or the Insured Person must notify the Insurer of this circumstance as soon as they become aware of it, as well as when reporting the Incident.
2. The fraudulent omission of the above information exonerates the Insurer from providing the corresponding benefits.

3. The claim verified in the scope of the contracts referred to in paragraph 1 must be compensated by any of the insurers, chosen by the Insured Person, within the limits of the respective obligation, without prejudice to the insurers involved in compensation for the damage covered being mutually liable in the proportion that each one would have to pay if there were a single insurance contract.

4. The provision of paragraph 2 is not enforceable by the Insurer against the injured party.

CHAPTER VI - OBLIGATIONS AND RIGHTS OF THE PARTIES

ARTICLE 22 - OBLIGATIONS OF THE INSURANCE POLICYHOLDER AND THE INSURED PERSON

1. In the event of a incident covered by this contract, the Policyholder or the Insured Person undertake:

- a) to communicate this fact in writing to the Insurer, within the shortest possible timeframe, never more than eight days from the day of the occurrence or the day in which it was discovered, explaining its circumstances, possible causes and consequences;**
- b) to take the measures within their power to prevent or limit the consequences of the Incident;
- c) to provide the Insurer with the relevant information requested in relation to the claim, its causes and its consequences;
- d) not to prejudice the Insurer's right of subrogation to the rights of the Insured Party against the third party responsible for the claim, arising from the coverage of the claim by the Insurer.

2. Breach provided for in subparagraphs a) to c) in the preceding paragraph determines, except as provided for in the following paragraph:

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

3. The provisions of the preceding paragraph are not enforceable by the Insurer towards the injured person.

4. In the event of non-compliance with the provisions of paragraph 1 a), the penalty provided for in paragraph 2 is not applicable when the Insurer has knowledge of the Incident by any other means during the eight days provided for in that subparagraph, or the bound party proves that he could not reasonably have effected the communication due at a time prior to the time at which he did effect said communication.

5. Breach with the provisions of paragraph 1 d) determines the liability of the default party up to the limit of compensation paid by the Insurer.

ARTICLE 23 – OBLIGATIONS OF THE INSURER TO REFUND EXPENSES INCURRED DUE TO CLAIM WITHDRAWAL AND MITIGATION

1. The Insurer pays the Policyholder or the Insured Person the expenses incurred in compliance with the duty set out in paragraph 1 b) of the previous article, provided that these are reasonable and proportionate, even if the employed means prove ineffective.
2. The expenses indicated in the previous paragraph are paid by the Insurer in advance of the claim settlement date, when the Policyholder or the Insured Person requires refund, the circumstances do not prevent this and the claim is covered by the insurance.
3. The amount due by the Insurer under the terms of paragraph 1 is deducted from the amount of the available insured capital, unless it corresponds to expenses borne in compliance with specific determinations from the Insurer or its autonomous coverage resulting from the contract.

ARTICLE 24 – SUBROGATION

1. The Insurer who has paid the compensation is subrogated, to the extent of the amount paid, to the rights of the Insured Person against the Third Party responsible for the incident.
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.

ARTICLE 25 - LEGAL DEFENCE

1. The Insurer may intervene in any judicial or administrative proceedings in which the obligation to compensate is discussed, whose risk is the subject of the contract, bearing the costs incurred thereof.
2. The Insured Person must provide the Insurer with all information reasonably requested by the Insurer and refrain from aggravating the Insurer's substantive or procedural position.
3. When the Insured Person and the injured person have taken out insurance with the same Insurer or if there is any other conflict of interest, the Insurer must inform the interested parties of this circumstance.
4. In the case provided for in the previous paragraph, the Insured Person, frustrated with the dispute resolution by agreement, may entrust his defence to whomever he wishes, and the Insurer, unless otherwise agreed, must assume the costs arising in proportion to the difference between the amount proposed by the Insurer and that obtained by the Insured Person.
5. The Insurer, who has not provided consent nor acknowledgement on behalf of the Insured Person, of the right to payment of compensation that is made to the Insured Person is unenforceable.

ARTICLE 26 - OBLIGATIONS OF THE INSURER

1. The Insurer replaces the Insured Person in the amicable or litigious settlement of any Claim that, under this contract, occurs during the contract period, bearing the expenses up to the limit of the insured capital, including legal fees, arising from such settlement, and subject, for this purpose, to the lawsuits of injured third parties or their descendants.

2. The investigations and expert examinations necessary for the recognition of the Claim and the assessment of damages must be performed by the Insurer with the appropriate promptness and diligence, under penalty of being liable for losses and damages.

3. The Insurer must pay compensation, or authorise repair for the damage, as soon as the investigations and necessary valuations for the recognition of Insured Person liability and the establishment for the amount of damages have been completed.

4. Once 30 days have elapsed following the conclusions of the investigations and expert reports provided for in the preceding paragraph without the payment of the compensation or authorisation for repair of the damage, due to a cause that is unjustified or attributable to the Insurer, interest is due at the legal rate in force on, respectively, the amount of said compensation or the average price at market values of the repair of the damage.

ARTICLE 27 - INSURER'S RIGHT OF RECOVERY

1. Once compensation has been paid, the Insurer has the right of recovery, regarding the amount spent, against the insurance Policyholder or the Insured Person:

- a) deliberate acts or omissions of the Policyholder or Insured Person, or of persons for whom the Policyholder or Insured Person is civilly liable;
- b) breach with the provision of article 22(1) a) to c).

2. The provision in the preceding paragraph is also applicable against the Policyholder or the Insured Person who has wrongfully injured the Insurer after the claim.

CHAPTER VII - MISCELLANEOUS PROVISIONS

ARTICLE 28 - INTERVENTION OF THE 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 29 – COMMUNICATIONS AND NOTIFICATIONS BETWEEN THE 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 head 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 provided for in this contract must be in writing or delivered via another means leaving a durable record.

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

ARTICLE 30 - APPLICABLE LAW, COMPLAINTS AND ARBITRATION

1. This contract shall be governed by Portuguese law.

2. Complaints related to the present contract may be presented to the Insurer's services identified in the contract and to the Insurance and Pension Funds Supervision 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 31 – JURISDICTION

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