General Conditions

Preliminary Clause

1. MUDUM - Companhia de Seguros, S.A., hereinafter insurer and the policyholder referred to in the Individual Terms and Conditions, hereby agree to enter into an insurance agreement, to be governed by the following General Terms and Conditions, Individual Terms and Conditions and, if applicable, Special Terms and Conditions.
2. The individual details of this agreement shall be established in the Individual Terms and Conditions, including the identification of the parties and their legal domiciles, the information on the insured person, the information on the insurer's representatives for the purpose of accident claims, the determination of the premium or formula for its calculation, and other details.
3. The Special Terms and Conditions shall establish coverage for other risks and/or guarantees beyond those in the General Terms and Conditions, and must be specifically identified in the Individual Terms and Conditions.
4. In addition to the terms and conditions in the above paragraphs (comprising the policy), the specific and objective advertising messages contradicting clauses of this policy, unless the latter are more beneficial to the policyholder or insured person, shall be an integral part of this agreement.
5. The provisions of the above paragraph shall not apply to advertising messages whose broadcasting ended more than a year prior to the signing of the agreement, or messages establishing a specific duration after which the agreement was signed.

CHAPTER I - Definitions, purpose and guarantees of the agreement

Clause 1 - Definitions

The following definitions shall apply for the purposes of this agreement:

a) **Policy**, terms and conditions referred to in the previous clause, for which the formal insurance agreement is signed;

b) **Insurer**, the legally authorised entity to undertake a compulsory insurance against occupational accidents to employees and that signs this agreement;

c) **Policyholder**, the employer in the contractual agreement with the insurer, and responsible for paying the premium;

d) **Insured person**, the employee, at the service of the policyholder, holder of the insured interest as well as senior management, directors, managers or equivalent, when paid;

e) **Employee**, the worker bound by an employment contract or a legally equivalent contract as well as the apprentice, trainee and other situations that should be considered vocational training, and also those considered economically dependent upon the policyholder by rendering, jointly or separately, a particular service;

f) **Vocational training situations**, those whose purpose is to prepare or promote employees, needed to perform functions inherent to the activity of the policyholder;

g) **Production unit**, the group of people, subordinated to the policyholder by an employment contract, who work with the purpose of achieving a common objective and constitute a single agricultural, fishing, industrial, commercial or services complex;

h) **Workplace**, the place where the employee is or must go to do his work and which is directly or indirectly under the control of the policyholder;

i) **Working time**, the period beyond the normal working period, which precedes the

start of the normal working period, in acts of preparation or related, and the period after normal working period, in acts also related to it, and also the normal or necessary interruption of work;

j) **Injured party**, the insured person who has suffered an occupational accident;

k) **Clinical cure**, situation in which the injuries disappeared completely or are resistant to change with appropriate treatment;

l) **Prevention**, action of preventing or reducing occupational risks through a set of rules or measures to be taken in the licensing and at all stages of business activity, or of the establishment or service.

Clause 2 - Concept of occupational accident

Occupational accident shall mean an accident:

a) Which occurs in the workplace and during working time leading directly or indirectly to bodily injury, functional disorder or illness resulting in loss of working or earning capacity or death;

b) Which occurred on the way normally used and during the period of time usually required by the worker:

   i) To and from the workplace between their habitual or occasional residence and the premises which constitute their workplace;

   ii) Between any of the places referred in the preceding sub-paragraph and mentioned in paragraphs i) and j);

   iii) Between the workplace and the meal location;

   iv) Between the place where, by determination of the policyholder, he/she renders any service related with their work and the facilities that make up their usual workplace;

   v) Between any of the workplaces of the insured person, if they have more than one job, being responsible for the accident the employer to whose workplace the worker is driving;

c) Which occurred when the normal commuting itinerary, referred to in the previous paragraph, has suffered interruptions or deviations to meet the justifiable needs of the worker, as well as due to force majeure or unforeseeable circumstances;

d) Which occurred while carrying out services spontaneously provided and which may result in economic benefit to the policyholder;

e) Which occurred in the workplace, when exercising the right of assembly or as representative of workers pursuant to the law;

f) Which occurred in the workplace, when attending a training course or outside the workplace, where there is express permission of the policyholder for such attendance;

g) Which occurred while seeking a job during the credit hours granted for such by law to workers in an ongoing process of termination of employment contract;

h) Which occurred outside the workplace or working time when carrying out services determined by the policyholder or authorised by the latter;

i) When the employee is at the place of payment awaiting said payment to be made;

j) At a place where the worker is being provided assistance or treatment due to prior occupational accident and whilst there for such purpose.

Clause 3 - Purpose of the agreement

1. **The insurer, in accordance with applicable law and under the terms of this policy, holds the policyholder responsible for compulsory charges resulting from occupational accidents in**

relation to the insured persons identified in the policy, at the service of the production unit also identified, regardless of the area in which they carry out their activity.

2. **By agreement between the parties, the names of the insured persons might not be identified in the policy, in full or in part.**
3. **The following shall constitute benefits in kind:**
   a) **General or specialised medical and surgical care, including all elements of diagnosis and treatment necessary, as well as home visits;**
   b) **Medication and pharmaceutical assistance;**
   c) **Nursing care;**
   d) **Hospitalisation and thermal treatments;**
   e) **Accommodation;**
   f) **Transport for observation, treatment or appearance to judicial acts;**
   g) **The provision of technical aids and other technical devices to compensate for functional limitations, as well as their renewal and repair.**
   h) **Professional and social rehabilitation and reintegration services, including job adjustment;**
   i) **Medical or functional rehabilitation services for an active life;**
   j) **Psychotherapeutic support, whenever necessary, to the family of the injured party;**
   k) **Psychological and psychiatric assistance to the injured party and his/her family, when recognised as necessary by the attending physician.**
4. **The following shall constitute cash benefits:**
   a) **Compensation for temporary incapacity for work;**
   b) **Provisional pension;**
   c) **Compensation in capital and pension for permanent incapacity for work;**
   d) **Allowance for situations of serious permanent disability;**
   e) **Death grant;**
   f) **The funeral expenses allowance;**
   g) **The death pension;**
   h) **The supplementary provision for third-party assistance;**
   i) **The housing retrofit allowance;**
   j) **The allowance for attending the occupational therapy sessions necessary and appropriate for the reintegration of the injured party into the labour market as well as their renewal and repair.**

Clause 4 - Territorial scope

1. **This agreement covers only occupational accidents occurring in Portugal, without prejudice to the provisions of the following paragraph.**
2. **Occupational accidents occurring abroad of which the victims are Portuguese workers and foreign workers living in Portugal, working for a Portuguese company, are covered by this agreement, unless the law of the State in which the accident occurred grants them the right to compensation, and in this case the worker can opt for either of the schemes.**

Clause 5 - Types of coverage

The insurance can be concluded as follows:

a) **Fixed premium insurance, when the contract agreement covers a previously set number of insured persons, with an amount of retributions known in advance;**

b) Variable premium insurance, when the insurance policy covers a variable number of insured persons with also variable insured retributions, and the insurer considers the persons and retributions identified in the pay slips that are sent periodically by the policyholder.

Clause 6 - Exclusions

1. In addition to the accidents excluded by applicable law, the following shall not be covered by this agreement:
   a) Occupational diseases;
   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 declaration of war) or warlike acts resulting directly or indirectly from these hostilities;
   d) Hernias with formed sac;
   e) Liability for fines and penalties that may fall upon the policyholder for lack of compliance with legal provisions.
2. The occupational accidents in which the policyholder is the injured party, in the case of an individual, and all those that do not have an employment contract with the policyholder, except senior management, directors, managers or equivalent, when remunerated, shall be excluded from this agreement.
3. If the incapacity or the aggravation of the damage is caused by the unjustified refusal or failure to comply with the clinical or surgical prescriptions, the compensation may be reduced or excluded in general terms.
4. The refusal of surgery is always considered justified when, due to its nature or to the condition of the injured party, it may endanger the life of the latter.

CHAPTER II - Initial and subsequent risk statement

Clause 7 - Obligation to provide an initial risk statement

1. The policyholder shall be obliged, prior to signing the agreement, to provide an accurate statement of all known circumstances deemed reasonably significant in the Insurer's assessment of risk.
2. The provisions of the above paragraph shall also apply to any circumstances not specifically requested in the questionnaire provided by the Insurer for this purpose.
3. An insurer who has accepted the agreement, except in the case of fraud by the policyholder aimed at obtaining an advantage, may not exploit:
   a) The omission of responses to questions on the questionnaire;
   b) Inaccurate responses to questions stated in overly generalised terms;
   c) Inconsistencies or clear contradictions in questionnaire responses;
   d) Any fact that its representative knows is inaccurate or has been omitted at the time of signing the agreement;
   e) Circumstances known by the insurer, particularly those which are publicly known.

4. **Prior to signing the agreement, the Insurer shall inform the policyholder of the obligation referred to in paragraph 1, together with its procedure in the event of breach, under penalty of being held civilly liable in general terms.**

Clause 8 - Fraudulent breach of the obligation to provide an initial risk statement

1. **In the event of fraudulent breach of the obligation referred to in paragraph 1 of the previous clause, the agreement shall be subject to cancellation via notice sent by the insurer to the policyholder.**
2. **If there have been no accident claims, the notice referred to in the above paragraph shall be sent within three months of becoming aware of the breach.**
3. **The insurer shall not be obliged to cover accident claims occurring prior to becoming aware of the fraudulent breach referred to in paragraph 1, or within the time period referred to in the above paragraph, subject to the general cancellation scheme.**
4. **The insurer shall be entitled to the premium due through the end of the time period referred to in paragraph 2, except in the case of fraud or gross negligence on the part of the Insurer or its representative.**
5. **In the event of fraud by the policyholder aimed at obtaining an advantage, the premium shall be due through the end of the agreement.**

Clause 9 - Negligent breach of the obligation to provide an initial risk statement

1. **In the event of negligent breach of the obligation referred to in paragraph 1 of clause 7, the insurer may, via notice sent to the policyholder within three months of becoming aware of the breach:**
   a) **Propose a contractual amendment establishing a time period of at least 14 days to provide written acceptance or, if admissible, a counterproposal;**
   b) **Terminate the agreement, by demonstrating that under no circumstances shall it sign agreements to cover risks related to the omitted or inaccurately stated fact.**
2. **The agreement shall become null and void 30 days after sending the notice of termination, or 20 days after the policyholder's receipt of the proposed amendment, if the latter fails to respond or rejects it.**
3. **In the case referred to in the above paragraph, the premium shall be reimbursed on a pro rata temporis basis based on the coverage provided.**
4. **If, before the termination or amendment of the agreement, an accident claim occurs whose occurrence or consequences were influenced by a fact subject to negligent inaccuracies or omissions:**
   a) **The insurer shall cover the accident claim proportionally to the difference between the premium paid and the premium that would be due if, at the time of signing the agreement, the insurer had been aware of the inaccurately stated or omitted fact;**
   b) **The insurer, by demonstrating that under no circumstances would it have signed the agreement if it had been aware of the omitted or inaccurately stated fact, shall not cover the accident claim, and shall only be obliged to reimburse the premium.**

Clause 10 - Aggravated risk

1. **The policyholder shall be obliged, during the performance of the agreement, within 14 days of becoming aware of the fact, notify the insurer of any circumstances aggravating the risk, provided that these circumstances, if known by the Insurer at the time of signing the agreement, could have influenced the decision to enter into the agreement or the agreement's terms and conditions.**
2. **Within 30 days of becoming aware of the aggravated risk, the insurer may:**
   a) **Submit a proposal to modify the agreement to the policyholder, who shall accept or refuse it within the same time period, at the end of which the proposed amendment shall be considered tacitly accepted;**
   b) **Terminate the agreement, by demonstrating that under no circumstances shall it sign agreements to cover risks with the characteristics resulting from this aggravated risk.**
3. **The agreement provides for the reasonable extension of the effectiveness of the statement of agreement termination.**

Clause 11 - Accident claim and aggravated risk

1. **If, prior to the termination or amendment of the agreement under the terms of the above clause, an accident claim occurs whose occurrence or consequences were influenced by the aggravated risk, the insurer:**
   a) **Shall cover the risk, making the due payment, if the aggravated risk was properly and promptly notified prior to the accident claim or prior to the end of the time period referred to in paragraph 1 of the above clause;**
   b) **Shall partially cover the risk, reducing its payment proportionally between the premium actually charged and the premium that would be due according to the actual circumstances of the risk, if the aggravated risk was not properly and promptly notified prior to the accident claim;**
   c) **May refuse coverage in the event of fraudulent conduct by the policyholder aimed at obtaining an advantage, with entitlement to premiums due.**
2. **Under the circumstances referred to in a) and b) of the above paragraph, if the aggravated risk is attributable to the policyholder, the insurer shall not be obliged to make the insurance payment if it demonstrates that under no circumstances shall it sign agreements to cover risks with the characteristics resulting from this aggravated risk.**

Clause 12 - Limitation

The provisions of this chapter do not prejudice the provisions of clause 23.

CHAPTER III - Payment and change of premiums

Clause 13. - Maturity of premiums

1. Unless agreed otherwise, the initial premium or its first instalment shall be due on the date of signing the agreement.
2. The following instalments of the initial premium, subsequent annuities premium and ensuing instalments shall be due on the dates established in the agreement.
3. The portion of the variable premium to adjust the value and, when applicable, the portion of the premium for contractual amendments shall be due on the dates specified in the respective notices.

Clause 14 - Coverage

The coverage of risks shall depend on the prior payment of the premium.

Clause 15 - Notice of premium payment

1. For the duration of the agreement, the insurer shall notify the policyholder in writing of the value payable, payment method and payment location at least 30 days in advance of the due date of the premium or its instalments.
2. This notice shall include a legible description of the consequences of failing to pay the premium or its instalments.
3. In insurance agreements whose premium payments are made in instalments of less than three months, and whose contractual documentation specifies the due dates of the premium's instalments and the values due, together with the consequences of failing to pay, the insurer may choose not to send the notice referred to in paragraph 1; in such case, the Insurer shall be responsible for proving the issuance, acceptance and sending of the contractual documentation referred to in this paragraph to the policyholder.

Clause 16 - Failure to pay premiums

1. Any failure to pay the initial premium or its first instalment before the due date shall result in the automatic termination of the agreement beginning on the date of its signing.
2. Any failure to pay the subsequent annuities premium or its first instalment before the due date shall prohibit the agreement's renewal.
3. Any failure to pay shall result in the automatic termination of the agreement on the due date of:
   a) An instalment of the premium over the course of an annuity;
   b) An adjustment premium or part of a variable premium;
   c) An additional premium resulting from a contractual amendment for subsequent aggravated risk.
4. Any failure to pay an additional premium for a contractual amendment before its due date shall result in the annulment of the amendment, together with the reinstatement of the agreement under the terms and conditions in effect prior to the amendment, unless the agreement's continuation is impossible, in which case it shall be terminated on the due date of the unpaid premium.
5. The termination of the agreement due to the non-payment of total, part or fraction of the premium, does not exempt the policyholder from the obligation to pay the premium corresponding to the period in which the agreement has been in force, plus interest on arrears due.

Clause 17 - Alteration of the premium

1. If there is no alteration of risk, any change in the premium applicable to the agreement may only be altered after the following annual expiry, except in the cases provided in the following paragraphs.
2. The value of the agreement premium, under the law, can be reviewed on the initiative of the Insurer or at the request of the policyholder, based on the effective modification of the conditions of prevention of accidents in the workplace.
3. The alteration of the premium due to no claims bonuses or penalties due to accident claims, according to the table and following provisions, shall be applied on the expiry date following the date of determining this fact.

CHAPTER IV - Entry into force, duration and amendments

Clause 18 - Initial coverage and entry into force

1. The date and time of the initial coverage of risks shall be specified in the agreement, pursuant to clause 14.
2. The provisions of the above paragraph shall also apply to the agreement's entry into force, if different from the initial coverage of risks.

Clause 19 - Duration

1. **The agreement's duration, which may be for a fixed term (temporary insurance) or for one year with one-year renewals, shall be specified in the agreement.**
2. **The agreement shall become null and void at midnight on its expiry date.**
3. **The renewal referred to in paragraph 1 shall be null and void if either of the parties terminates the agreement at least 30 days in advance of the renewal date, or if the policyholder fails to pay the premium.**
4. **This policy shall expire on the date of definitive closure of the establishment, in which case the return premium is processed, unless otherwise agreed *pro rata temporis*, under the legal terms, and the policyholder shall report the situation to the Insurer.**

Clause 20 - Termination of the agreement

1. **The agreement may be terminated by the parties at any time, with just cause, via registered mail.**
2. **The amount of the premium to be returned to the policyholder in case of early termination of the agreement is calculated in proportion to the period of time that shall elapse from the date of termination of coverage to the expiration of the agreement, unless there is a different calculation forecast by the parties due to justifiable reason, such as the guarantee of technical separation between the charging of the annual insurance and that of temporary insurance.**
3. **The termination of the agreement shall be effective at midnight on the termination date.**
4. **The agreement provides for the reasonable extension of the effectiveness of the statement of agreement termination.**

CHAPTER V - Insurer's main benefit

Clause 21 - Insured salary

1. **The determination of the insured salary, the value on the basis of which the liabilities covered by this policy are calculated, shall always be of the responsibility of the Policyholder.**
2. **The value of the insured salary must cover, both on the date the agreement is signed and at each moment of its duration, all that the law considers as an integral element of the salary and all payments which are regular and are not intended to compensate the insured person for random costs, which include holiday and Christmas pay.**
3. **If the insured person is senior management, director, manager or equivalent, the change of salary for insurance purposes, when accepted, only takes effect from the first day of the second month following the change.**

4. **If the insured person is an apprentice or trainee, or in other situations that should be considered vocational training, the insured salary shall correspond to the gross average annual salary of an employee of the same company or similar company that does business corresponding to his/her training, apprenticeship or traineeship.**
5. **If the salary corresponding to the day of the accident does not represent the normal salary, as well as in cases of non-regular work and part-time work with links to more than one employer, salary is calculated from the average of the salaries earned by the injured party in the one year period prior to the accident.**
6. **In the absence of the elements referred to above, the calculation is made according to the discretion of the judge, taking into account the nature of the services rendered, the professional category of the injured party and uses.**
7. **The calculation of benefits for part-time workers is based on the salary that they would earn if they worked full time.**
8. **The remuneration may not be lower than the one stipulated by law or collective labour agreement.**
9. **For the calculation of benefits which, under this agreement shall be borne by the insurer, the applicable legal provisions shall be observed, unless, by agreement between the parties, a more favourable form of calculation for the injured parties is considered.**

Clause 22 - Automatic update of the insured salary in agreements with a fixed premium

1. **The salaries specified in one-year agreements, renewable for further one-year periods, with a fixed premium, are automatically updated on the date of entry into force of changes in the guaranteed minimum monthly salary, provided that the policyholder has not proceeded to update the insured salaries between the dates of two successive changes of the guaranteed minimum monthly salary.**
2. **The update referred to in the preceding paragraph corresponds to the coefficient of variation (up to 1.10) between the new minimum monthly salary and the former one applicable on insured salaries, and the policyholder shall be responsible for paying the additional premium due to this update.**
3. **The update provided in the preceding paragraphs requires the insurer to pay the cash benefits due to the injured parties based on salary effectively earned on the date of the accident, yet the liability is limited to the amount obtained by applying the coefficient 1,10 to the salaries specified in the individual terms and conditions, unless the adjustmentof the premium has a higher coefficient as reference.**

Clause 23 - Insufficiency of insured salary

1. **If the declared salary is less than the one actually paid, the policyholder shall be responsible for:**
   a) **The part of compensation and pensions corresponding to the difference;**
   b) **Proportionally for expenses incurred with hospitalisation and clinical care.**
2. **Under the circumstances referred to in the above paragraph, the declared salary may not be less than the minimum monthly guaranteed salary.**

CHAPTER VI - Obligations and rights of the parties

Clause 24 - Obligations of the policyholder as regards information on risk

1. In addition to that provided for in Chapter II, the policyholder shall be responsible for:

a) Sending to the insurer, by the 15th of each month, a copy of the pay slips of its staff sent to the social security regarding the salaries paid in the previous month, mentioning all the salaries provided for in the law as integrating the salary for purposes of calculating the compensation for an occupational accident and shall include also information about apprentices and trainees;

b) Allowing the insurer to analyse the base documentation of the statements provided in the preceding paragraph and providing any information whenever deemed appropriate;

c) Giving advance notice to the insurer of insured persons who shall be travelling to a non-EU Member State, as well as if they have to travel to a EU Member State for more than 15 days, subject to liability for damages, unenforceable to the insured persons.

2. Unless otherwise agreed, the communications referred to in sub-paragraphs a) and c) of previous paragraph are made by computerised means, in particular in digital form or via email.

Clause 25 - Obligations of the policyholder in the event of accidents at work

1. In the event of an occupational accident, the policyholder undertakes:

a) To fill in the report of the occupational accident and send it to the insurer within 24 hours from the moment s/he became aware of such;

b) To inform the insurer immediately of any fatalities, without prejudice to the subsequent submission of the report under the terms of the preceding paragraph;

c) To send the injured party to the physician of the insurer, unless this is not possible and the urgent need for aid requires that the injured party be observed by another physician.

2. **The communications provided for in a) and b) of the preceding paragraph are carried out by computer means, namely in digital format or electronic mail, except in the case of the micro-enterprise policyholder, who can always opt for paper format.**

3. Failure to comply with paragraph 1 a) and b) shall make the policyholder liable for the insurer's losses and damages.

4. Failure to comply with the provisions of paragraph 1 c) shall imply:

a) The reduction of the benefit of the insurer given the damage that non-compliance may cause;

b) The loss of coverage if it is intentional and is of significant damage to the insurer.

5. **The provisions of paragraphs 3 and 4 cannot be relied on as against the injured parties and other legal beneficiaries of the benefits of occupational accidents, thus the insurer shall have the right of return in clause 28**

Clause 26 - Legal Defence

1. The policyholder can not intervene in the relationship between the insurer and the injured party, or legal beneficiaries, in the resolution of issues involving guaranteed responsibility for this agreement either in court or elsewhere.

2. When the policyholder, after the occupational accident, acts with the injured party or his legal beneficiaries, in violation of the preceding paragraph, namely concluding agreements, meeting expenses, taking legal action or performing any other act of the competence of the insurer, without having received written permission from the latter and without prejudice of unenforceability to the injured party or his legal beneficiaries, s/he shall be obliged to reimburse the

Insurer of all amounts which the latter has to bear for the repair of accident due to this intervention pursuant to clause 28, unless it is proven that his action brought no harm to the insurer.

3. The policyholder shall provide the insurer with all the reasonably required information.

Clause 27 - Obligations of the insurer

1. The insurer shall be obliged to fulfil the contractual benefits of the insured party, after confirmation of the accident and its causes, circumstances and consequences.
2. The investigation required for the recognition of the accident claim and damage assessment must be made by the insurer with the appropriate promptness and diligence.
3. The obligation of the insurer falls due after 30 days on the establishment of the facts referred to in the preceding paragraph.
4. The injured party has the right to receive, at any time on request, a copy of all the documents relating to the case, namely the discharge report and the additional diagnostic tests held by the insurer.

Clause 28 - Right of return of the insurer

1. Upon the occurrence of an occupational accident, the insurer shall have the right of return against the policyholder, as regards the amount spent:
   a) If the accident was caused by the policyholder, its representative, or entity contracted by it and by a company that uses the workforce, or results from non-compliance by them with the rules on occupational safety and health, or those who have intentionally harmed the insurer after the accident;
   b) In the case of breach of the obligations referred to in paragraph 1 of clause 24, insofar as the expenditure is attributable to non-compliance;
   c) As regards insurance concluded without indication of names, in accordance with paragraph 2 of Clause 3, if it is established that in the work covered by the agreement more people were being used than those indicated as insured persons;
   d) As a result of the worsening of the insured party's injuries arising from failure to comply with that specified in paragraph 1 of clause 25.
2. In the cases provided for in the first and second parts of sub-paragraph a) of the preceding paragraph, the insurer shall pay the benefits that would have been due if there had been no wrongful act, without prejudice to the right of return.

Clause 29 - Subrogation by the insurer

1. The insurer who has paid the compensation shall be subrogated to the extent of the amount paid, in the rights of the insured person against the third party responsible for the occupational accident, although the right to sue depends on their non-exercise by the injured party within one year from the date of the accident.

Subrogation shall only operate in respect of compensation benefits unless otherwise agreed.

2. The policyholder shall be liable, up to the compensation paid by the insurer, for any act or omission that affect the rights set forth in the preceding paragraph.

CHAPTER VII - Other provisions

Clause 30 - Choice of Physician

1. The insurer shall have the right to designate an assistant physician of the injured party.
2. The injured party may, however, resort to any physician in the following cases:
   a) If the policyholder or someone representing them is not is the site where the occupational accident occurred and there is urgent need for aid;
   b) If the insurer does not appoint an assistant physician, or whilst s/he does not do so;
   c) If the insurer waives the right referred in paragraph 1;
   d) If s/he is discharged without being cured, and this case should request an examination by the court expert.
3. The injured party can also choose the physician who should operate in cases of high risk surgery and those in which, as a result of the intervention, their life may be in danger.
4. While there is no designated physician, the doctor treating the injured party shall be considered as such for all legal purposes.

Clause 31 - Recognition of the responsibility by the insurer

1. The provision of urgent aid, or the communication of the occupational accident to the authorities, shall not constitute recognition of liability by the insurer.
2. The payment of compensation or other expenses shall not prevent the insurer from later refusing liability for the accident when supervening circumstances justify it, in which case they are entitled to recover all that has been paid.

Clause 32 - Intervention of the insurance intermediary

1. No insurance intermediary shall be authorised, on behalf of the insurer, to enter into or terminate insurance agreements, contradict or change the obligations arising therefrom or validate additional statements, except as provided for in the following paragraphs.
2. Insurance intermediaries who have been granted the necessary rights by the insurer, in writing, may enter into insurance agreements, contract or change the obligations arising therefrom or validate additional statements on behalf of the insurer.
3. Notwithstanding the requirements of specific powers for this purpose on the part of the insurance intermediary, the insurance shall be considered effective with the existence of overriding reasons, objectively assessed, bearing in mind the circumstances of the case, justifying the policyholder’s trust, in good faith, in the broker's legitimacy, provided that the insurer has also helped to establish the policyholder’s trust.

Clause 33 - Communications and notices between the parties

1. Communications and notices from the policyholder or insured person, as provided for in this policy, shall be considered valid and effective when made to the registered office of the insurer or branch, as appropriate.
2. Communications and notices made, under the terms of the above paragraph, to the address of the Insurer’s representative outside of Portugal related to accident claims covered by this policy shall also be considered valid and effective.
3. Notices made under this agreement shall be done in writing or by other means of permanent recording.
4. The insurer shall only the obliged to send the notices provided for under this agreement if the recipient is duly identified in the agreement; such notices shall be considered

valid and effective when made to the address shown in the policy.

Clause 34 - Applicable law, complaints and arbitration

1. The Portuguese law shall be applied in this agreement.
2. Complaints may be submitted within the scope of this agreement to the insurer departments shown in the agreement, and to Funds the Pension Insurance Institute (www.isp.pt).
3. Any disputes arising from this agreement may be settled by arbitration, pursuant to the terms of the law.

Clause 35 - Jurisdiction

The governing law for settling any disputes arising from this agreement shall be that established by civil law.

Clause 36 – International Sanctions

1. MUDUM - Companhia de Seguros, S.A. complies with legislation and rules on international sanctions, defined by laws or restrictive measures imposing economic, financial or commercial sanctions (including any sanctions or measures related to an embargo, a blocking of economic assets or resources, restrictions on transactions with persons - physical or legal, or relating to certain goods or territories) issued, administered or executed by the United Nations Security Council, the European Union, France, the United States of America (including the measures issued by the Office of Foreign Assets Control or OFAC, under the Department of the Treasury), or any other competent authority that has the power to issue such sanctions.
2. No payment may be made in connection with the performance of the insurance agreement if this violates the above provisions.

Annex

NO CLAIMS BONUS AND PREMIUM PENALTY SYSTEM (Clause 17 of the General Conditions)
This is not applied by the insurer.

Special Conditions

DOMESTIC ASSISTANCE

Applicable Provisions

In the non-specifically regulated part, the General Conditions of Work Accident Insurance for Employees apply to this Special Condition.

1. Definitions

For the purpose of guaranteeing this risk, the following definitions shall apply:

Assistance Service - EuropAssistance - Companhia Portuguesa de Seguros, S.A., the entity that organises and provides the cash benefits or services provided in the policy, on behalf of the Insurer and in favour of the Insured Persons.

Policyholder - the legal entity that signs a Work Accident Insurance with the Insurer and is responsible for paying the premium.

Insured Person - The worker guaranteed by the accident insurance policy and to whom the underwritten guarantees must be provided, in accordance with the Special and Particular Conditions, designated by the Subscriber or Policyholder to the Insurer.

Insured Domicile - The main and habitual residence of the Subscriber or the person designated by the Policyholder to the Insurer, provided it is located in Portugal.

Policy - A written document containing the conditions of the insurance contract, including the General Conditions, the Special Conditions and the Particular Conditions, as well as other supplements or appendices that complete or modify it.

Capital Limits - Maximum and minimum amounts, defined in the Special Conditions and/or in the Special Conditions or in the Capital Table attached, applicable to the claims covered by the Policy.

2. What is Guaranteed

Following an accident at work suffered by the Insured Person named, in accordance with the provisions of the General and Special Conditions and up to the limits set forth in the Particular Conditions, the Assistance Service shall provide the following guarantees:

2.1. Home Help

In the event of the death or total incapacity of the Insured Person for a period of more than 3 days, the Assistance Service shall make professional cleaning services available to the Policyholder/Subscriber, and bear the cost of travel and the cost of transportation, up to the limit fixed in the Particular Conditions.

2.2. Childcare (Baby Sitting)

In the event of the death, or total incapacity of the Insured Person for a period of more than 3 days, the Assistance Service guarantees the availability of a person to take care of the children in the household of the Policyholder/Subscriber who are younger or equal to 12 years of age, when this is necessary, up to the limit fixed in the Particular Conditions.

2.3. Laundry and Ironing Services

In the event of death, or total incapacity of the Insured Person for a period that is expected to exceed 3 days, the Assistance Service guarantees the collection, cleaning and delivery of clothing to the Policyholder/Subscriber and the members of his/her household, up to the limit fixed in the Particular Conditions, excluding blankets and duvets, as well as carpets, curtains and other decorative items.

Unique - Clinical Evidence

The activation of the guarantees provided presupposes the presentation to the Insurer/Assistance Service of the medical and clinical documents indispensable to proof of

claim, as well as full compliance with the provisions of the policy's General Conditions.

3. Exclusions

3.1. Without prejudice to the exclusions set forth in the General Conditions, the following are not covered by this Special Condition:

a) Claims that occurred prior to the start of the policy subscription, even though their consequences extend beyond that date;

b) Claims occurring beyond the contract validity date;

c) Claims, and their consequences, caused by criminal actions, fraud, proven suicide or self injury by the Insured Person;

d) The damage suffered by the Insured Person as a result of dementia, the influence of alcohol that results in a level of alcohol equal to or greater than that which, in the case of driving under the influence of alcohol, constitutes misconduct or a crime, ingestion of drugs and narcotics without doctor's prescription;

e) Claims incurred when the vehicle is being driven by a person without legal authorisation for that purpose or with the legal authorisation suspended;

f) Claims derived from events of war, hostility between countries, sabotage, rebellion, acts of terrorism, riots, insurrection, labour disputes, strikes, lockouts, acts of vandalism and other public order disturbances;

g) Claims caused by earthquakes, volcanic eruptions, floods or any other cataclysms;

h) Claims caused by explosive or incendiary devices;

i) Claims derived, directly or indirectly, from the disintegration or fusion of the nucleus of atoms, acceleration of particles and radioactivity;

j) Claims and damages not proven by the Insurer.

3.2. This Special Condition does not guarantee:

The consequences of the delay or negligence attributable to the Policyholder and the Insured Person in the use of medical care, as well as the consequences of the deficient, incorrect or inaccurate information provided by them or third parties under their instructions;

4. Duration

Notwithstanding the provisions of the General Conditions, the guarantees of this Special Condition, in respect of each subscription, shall automatically expire on the date when:

a) The bond that determined the subscription ceases;

b) The Insured Person starts regular work abroad;

c) The Policyholder/Subscriber starts regular work of abroad.

5. Territorial Scope

The guarantees of this Special Condition are valid only in Portugal.

6. Accidents

An indispensable condition for enjoying the guarantees of this Special Condition is that the Insured Person:

a) Immediately contact the Assistance Service, detailing the occurrence and providing all the information necessary to execute the guarantee in question;

b) Follow the Assistance Service instructions and take all necessary measures possible

to prevent the consequences of the accident from deteriorating;

c) In the event of assistance, obtain the agreement of the Assistance Service before taking any decision or incurring any expense;

d) Comply with the requests for information and documentation formulated by the Assistance Service, and promptly send all the necessary documents for the case to progress;

e) Collect and provide the Assistance Service with the documents relevant to the enforcement of the responsibility of third parties, when applicable.

7. Repayment

Without prejudice to the obligation of the Insurer and the Assistance Service to fulfil all the benefits and payments to which they are bound under this contract, up to the contracted limits, the Insured Person, the Policyholder and/or the Subscriber promise to take all necessary steps to obtain claims/reimbursements relating to the loss, due by other entities, namely contributions from Social Security and similar entities, and to return them to the Assistance Service.

The Insured Persons who have used transport services provided for in this contract are also obliged to take the necessary steps to recover unused transport tickets, and give the Assistance Service the sums recovered.

8. Plurality of Insurance

At the time of making any claim, the Insured Person, the Policyholder and/or the Subscriber are obliged to notify the Assistance Service of the existence of other insurance covering the same risk, under the legal terms in force, and the Insured Person has the right to be compensated by any of the Insurers, within the limits of their obligation.

9. Subrogation

After payment or provision of services, the Insurer shall be subrogated to the corresponding rights of the Policyholder, Subscriber or Secure Persons against any responsible third parties who are not also persons insured under the same subscription.

Subrogation shall only operate in respect of compensatory benefits unless otherwise agreed.

10. Other provisions

a) This insurance does not guarantee benefits that have not previously been requested by the Assistance Service or have been executed without its prior agreement, except in cases of force majeure or demonstrated material impossibility.

b) If it is not possible for the Assistance Service to organise the benefits due within the defined territorial scope, it shall reimburse the Insured Person for the expenses s/he has incurred, within the limits defined by this insurance and the applicable guarantees.

c) The processing of any reimbursement shall require the Insured Person to present their original documentation proving the expenses incurred.

This document is available in Portuguese and English. In case of any discrepancy, the Portuguese version shall prevail.