



MANDATORY WORKERS' COMPENSATION EMPLOYEES

GENERAL CONDITIONS

Non-binding courtesy translation

This English translation of the Portuguese original General Conditions is a voluntary courtesy translation provided to the customer. In any dispute, the Portuguese original shall prevail.

MANDATORY WORKERS' COMPENSATION INSURANCE

EMPLOYEES

GENERAL CONDITIONS

PRELIMINARY CLAUSE

1. Generali Seguros, S.A., hereinafter the Insurance Company, and the Policyholder identified in the Schedule have executed an insurance contract which will be governed by these General Conditions and by the Schedule, and also by the Special Conditions if underwritten.
2. The specifications of this Contract are provided in the Schedule that contains, among other data, the identification of the parties and of their place of residence, information about the Policyholder, information about the representatives of the Insurance Company in the event of a claim, the determination of the premium and the formula for the calculation thereof.
3. The Special Conditions provide for the cover of other risks and/or guarantees beyond those provided in these General Conditions which must be specifically identified in the Schedule.
4. Besides the Conditions provided in the previous paragraphs (that constitute the Policy), this Contract also includes concrete and objective publicity messages that contradict the clauses of the policy, except if the latter are more favourable to the Policyholder or to the Insured Person.
5. The provision in the previous paragraph will not be applicable to publicity messages that have ceased to be issued over more than one year from the execution of the contract, or when the very messages determine a period of validity and the contract has been executed outside said period.

CHAPTER I

Definitions, purpose and guarantees of the contract

Clause 1 – Definitions

In this contract, the following terms and expressions will have the meanings set forth below:

- a) **Policy** – The set of Conditions identified in the previous clause which formalise the insurance contract that is executed;
- b) **Insurance Company** – The entity legally entitled to operate the mandatory Workers' Compensation insurance, that underwrites this Contract;

- c) **Policyholder** – The employer who executes the contract with the Insurance Company and who is responsible for paying the premium;
- d) **Insured Person** - The dependent employee in the service of the Policyholder, holder of the insured interest, as well as any administrators, directors, managers or other officers of the Policyholder if earning a remuneration;
- e) **Employee** - The worker bound by an employment contract or by an equivalent contract under the law, as well as an assistant trainee, apprentice, trainee or person employed under any situation of professional training, and also any worker - deemed to be under the economic dependence of the Policyholder, who provides a service;
- f) **Situations of professional training** - Any situation with the purpose of providing for the professional preparation or promotion and update of the worker, required to perform the functions in connection with the business of the Policyholder;
- g) **Production unit** - The set of persons bound to the Policyholder under an employment contract who work with the purpose of achieving a common objective and constitute a single agricultural or fishing, industrial, commercial or service provision complex;
- h) **Place of work** - The place where the worker works or to which s/he must go because of his/her work and where s/he is directly or indirectly under the control of the Policyholder;
- i) **Work time** - Beyond the normal working period, the time that precedes it for the performance of preparatory actions or actions in connection therewith, and the time that follows it also for the performance of actions in connection therewith, and also any normal or forced interruption of work;
- j) **Victim** - The Insured Person who withstood an occupational accident;
- k) **Clinical cure** – The situation where the injuries have completely disappeared or are unlikely to improve with adequate therapy;
- l) **Prevention** – The action of avoiding or diminishing professional risks through a set of dispositions or measures that must be taken during the licensing and during all stages of activity of the company, establishment or service.

Clause 2 – Concept of Occupational Accident

Occupational accident is deemed to be an accident:

- m) Occurring at the place and during the time of work and directly or indirectly causing a bodily injury, a functional disturbance or an illness resulting in a diminished capacity to work or to earn, or in death;
- n) Occurring in the path normally used and during the period of time usually spent by the worker whilst travelling:
 - i. To and from his/her place of work and his/her usual or occasional place of residence, and the facilities of his/her place of work;
 - ii. Between any of the places referred to in the previous paragraph and in subparagraphs i) and j));
 - iii. Between the place of work and the place where s/he eats meals;

- iv. Between the place where – by order of the Policyholder, s/he provides any service in connection with his/her work and the facilities harbouring his/her normal place of work or his/her usual or occasional place of residence;
- v. Between any of the places of work of the Insured Person, in case s/he has more than one job, the employer whose place of work the employee was going to being responsible for the injury;
- o) Occurring when the normal path referred to in the previous paragraph is interrupted or deviated from for the satisfaction of reasonable needs of the worker, as well as for a reason of force majeure or an Act of God;
- p) Occurring during the performance of spontaneously provided services likely to provide an economic benefit for the Policyholder;
- q) Occurring at or outside the place of work in the course of the exercise of the right of assembly or of an activity of industrial representation under the Law in force;
- r) Occurring at the place of work in the course of attending professional training courses, or outside the place of work when the Policyholder has expressly authorised said attendance;
- s) Occurring in the course of seeking employment during the credit hours provided under the Law to workers with employment contracts undergoing cancellation;
- t) Occurring outside the place or the time of work when in the course of performing services ordered or agreed to by the Policyholder;
- u) Occurring at the place of payment of the remuneration whilst the worker is present thereat for that purpose;
- v) Occurring at the place where the worker has to receive some form of assistance or treatment as a result of a prior occupational accident and whilst the worker is present thereat for that purpose.

Clause 3 – Object of the contract

1. **The Insurance Company, in accordance with applicable legislation and as provided in this Policy, guarantees the liability of the Policyholder for mandatory charges arising from occupational accidents to the Insured Persons identified in the policy, employed in a production unit equally identified therein, notwithstanding the area where said persons perform their activities.**
2. **The parties agree that the policy may not identify some or all of the names of the Insured Persons.**
3. **Benefits in kind are deemed to be:**
 - a) **Medical and surgical care, general or specialised, including all diagnosis and treatment methods that may be necessary, as well as house calls;**
 - b) **Medication and pharmaceutical care;**
 - c) **Nursing care;**
 - d) **Hospitalisation and thermal treatments;**
 - e) **Hotel stays;**

- f) **Transportation for purposes of observation, treatment or presence to judicial acts;**
 - g) **Provision of technical aids and other technical devices for compensation of functional limitations, as well as the renewal and repair thereof;**
 - h) **Professional and social rehabilitation and reintegration services, including the adaptation of the workstation;**
 - i) **Services of medical or functional rehabilitation so that the Insured Person can resume his/her active life;**
 - j) **Psychotherapy support, whenever necessary, to the family of the victim;**
 - k) **Psychological and psychiatric care to the victim and his/her family, whenever deemed necessary by the treating physician.**
4. **Cash benefits are deemed to be:**
- a) **Compensation for temporary disability to work;**
 - b) **Provisional pension;**
 - c) **Lump-sum compensation and pension in case of permanent disability to work;**
 - d) **Benefit for situations of high permanent disability;**
 - e) **Death grant;**
 - f) **Allowance for funeral expenses;**
 - g) **Pension in case of death;**
 - h) **Additional benefit for the care of a third party;**
 - i) **Benefit for readaptation of the residence;**
 - j) **Benefit for the attendance of professional rehabilitation sessions necessary for and adequate to the reintegration of the victim in the labour market.**

Clause 4 – Territorial scope

1. This contract only covers occupational accidents occurring within the territory of Portugal, without prejudice to the provision in the next paragraph.
2. This contract covers occupational accidents occurring abroad involving Portuguese workers and foreign workers residing in Portugal in the employ of a Portuguese company, except if the legislation of the country of occurrence grants said workers the right to be compensated, in which case the worker will be entitled to choose under which jurisdiction s/he wishes to receive compensation.

Clause 5 – Types of insurance

The insurance contract may be executed in one of the following forms:

- a) **Fixed-premium insurance, where the contract covers a previously determined number of Insured Persons receiving previously known earnings;**
- b) **Variable-premium insurance, where the policy covers a variable number of Insured Persons, receiving variable earnings. In this case, the Insurance Company will take**

into account the persons and the earnings identified in the payroll periodically sent to the Insurance Company by the Policyholder.

Clause 6 – Exclusions

1. Besides the accidents excluded under the applicable law, this contract does not cover:
 - a) Occupational illnesses;
 - b) Accidents resulting from acts of terrorism and sabotage, rebellion, insurrection, revolution and civil war;
 - c) Accidents resulting from invasion and war (be it declared or not) against a foreign country and from hostilities between foreign nations (with or without a declaration of war) or from warlike actions directly or indirectly stemming from said hostilities;
 - d) Hernias with pouch;
 - e) The liability for any fines and penalties imposed on the Policyholder for non-compliance with legal provisions.
2. This contract excludes occupational injuries affecting the Policyholder, where the Policyholder is an individual, as well as any other persons who are not bound to the Policyholder by an employment contract, except the Policyholder's remunerated administrators, directors, managers or equivalent persons.
3. Disabilities or aggravation of damage as a consequence of unjustified refusal or a failure to comply with clinical or surgical prescriptions may result in the reduction or exclusion of compensation under general terms.
4. The refusal to submit to surgery will always be deemed justified when the very nature of the surgical procedure or the condition of the victim is life threatening.

CHAPTER II

Initial and incidental risk statement

Clause 7 – Duty to make the initial risk statement

1. Before executing the contract, the Policyholder must clearly state all the circumstances of which the Policyholder is aware and should reasonably considerer significant for the assessment of the risk by the Insurance Company.
2. The provision in the above paragraph is also applicable to circumstances not required to be mentioned in the questionnaire which may or may not be supplied by the Insurance Company for the purpose.
3. Except in case of fraudulent misstatement by the Policyholder for the purpose of obtaining an advantage, the Insurance Company having accepted the contract will not be entitled to avail itself:
 - a) Of an omission to answer a question of the questionnaire;
 - b) Of an imprecise answer to a question formulated in too generic terms;

- c) Of an evident inconsistency or contradiction in the answers to the questionnaire;
 - d) Of a statement that the representative of the Insurance Company knew to be untrue, or of an omission of which the representative was aware of at the time of executing the contract;
 - e) Of circumstances of which the Insurance Company was aware, particularly if publicly known.
4. Before the execution of the contract, the Insurance Company must provide to the eventual Policyholder all clarifications about the duty referred to in paragraph 1 above, as well as about the consequences of not complying therewith, under the penalty of becoming publicly liable under the general terms.

Clause 8 – Intentional non-compliance with the duty to make the initial risk statement

1. In case of intentional non-compliance with the duty referred to in paragraph 1 of the previous clause, the contract is voidable by means of a notice sent by the Insurance Company to the Policyholder.
2. Where no claim has arisen, the notice referred to in the previous paragraph must be sent within three (3) months from the Insurance Company becoming aware of said non-compliance.
3. The Insurance Company will not be under any obligation to cover a claim arising before the Insurance Company became aware of the fraudulent non-compliance referred to in paragraph 1, or during the period provided in the previous paragraph, and the general provisions of the law on voidance will be applicable.
4. The Insurance Company will be entitled to the premium due up to the end of the period referred to in paragraph 2, except if the Insurance Company or its representative has concurred in the fact through fraud or gross negligence.
5. In case of fraud by the Policyholder with the intent of securing an advantage, the premium will be due up to the end of the contract.

Clause 9 – Negligent non-compliance with the duty to make the initial risk statement

1. In case of negligent non-compliance with the duty referred to in paragraph 1 of clause 7 above, the Insurance Company will be entitled, by means of a notice sent (by the Insurance Company) to the Policyholder within three (3) months of becoming aware of the fact:
 - a) To propose a change to the contract and to give a period of at least fourteen (14) days for the acceptance thereof or, if admissible, for receiving a counterproposal;
 - b) To cancel the contract by providing evidence that the Insurance Company does not, in any circumstance, execute contracts to cover the risks relating to the omitted or misstated fact.
2. The contract will cease to be effective thirty (30) days after the notice of cancellation is sent or twenty (20) days after the receipt by the Policyholder of the proposal of change if the Policyholder fails to reply or rejects it.

3. In the case referred to in the previous paragraph, the premium will be returned pro rata temporis taking into account the cover provided.
4. If, before the cancellation or modification of the contract, a claim arises, the verification or the consequences of which have been influenced by a fact in respect of which there were negligent omissions or misstatements:
 - a) The Insurance Company will cover the claim in the proportion of the difference between the premium paid and that the premium that would otherwise be payable at the time of execution of the contract if the omitted or misstated fact had been known;
 - b) Having demonstrated that in no circumstance the contract would have been executed if the omitted or misstated fact was known to the Insurance Company, the claim will not be covered and the Insurance Company's sole obligation will be to return the premium.

Clause 10 – Risk increase

1. The Policyholder is required to communicate to the Insurance Company, during the course of the contract and within fourteen (14) days from becoming aware of them, the existence of any circumstances likely to increase the risk and that - if known to the Insurance Company at the time of the execution of the contract, would likely have influenced the will of the Insurance Company to enter into the contract or the conditions of the contract.
2. Within 30 days of being informed of the risk increase, the Insurance Company will be entitled:
 - a) To submit a proposal to change the contract to the Policyholder who will have an equal period either to accept or to reject the change. At the end of said period, the proposed change will be deemed to be tacitly approved;
 - b) To cancel the contract by demonstrating that in no circumstance the Insurance Company executes contracts which cover risks with the characteristics resulting from that risk increase.
3. The contract provides for a reasonable period of extension of the effectiveness of the statement of cancellation of the contract.

Clause 11 – Claim and risk increase

1. If, before the cancellation or the change of the contract as provided in the previous clause, a claim arises, the verification or consequence of which is influenced by the increased risk, the Insurance Company will be entitled:
 - a) Either to cover the risk and provide the benefits due, provided the increased risk was timely communicated before the occurrence of the claim or before the end of the period provided in paragraph 1 of the previous clause;
 - b) To partially cover the risk and reduce the benefits in a proportion equal to the difference between the premium effectively received and the premium that would otherwise be due in respect of the actual risk, if the risk increase was not correctly and timely communicated before the occurrence of the claim;

- c) **To refuse cover in the event of fraudulent behaviour on the part of the Policyholder with the purpose of securing an advantage. In this case, the Insurance Company will retain the right to receive the premiums due.**
2. **In the situation provided in subparagraphs a) and b) of the previous paragraph, if the risk increase is ascribable to the Policyholder, the Insurance Company will not be required to pay the benefit if the Insurance Company demonstrates that in no circumstance the Insurance Company executes contracts which cover risks with the characteristics resulting from that risk increase.**

Clause 12 – Limitation

The provisions in this chapter are without prejudice to the provisions in clause 23.

CHAPTER III

Payment and changes to premiums

Clause 13 – Payment of premiums

1. Except where agreed otherwise, the initial premium or the first instalment thereof is due and payable on the date of execution of the contract.
2. The following instalments of the initial premium, the premium of the subsequent annuities and the successive instalments will be due on the dates provided in the contract.
3. The portion of a variable premium related to the adjustment of the value and, if any, the portion of the premium corresponding to changes to the contract are due on the dates indicated on the notices of payment.

Clause 14 – Cover

The cover of the risks is conditional upon the previous payment of the premium.

Clause 15 – Notice of payment of premiums

1. During the course of the contract, the Insurance Company will inform the Policyholder about the amount payable and about the manner and place of payment, by giving at least thirty-day (30) written notice of payment in respect of the date when the premium or the instalment becomes due.
2. The notice will indicate, in a legible manner, the consequences of the lack of payment of the premium or of the instalment.
3. In insurance contracts providing for the payment of the premium in instalments with a periodicity equal to or less than three (3) months and where the contractual documentation indicates the due dates and the amounts payable of the successive instalments of the premium, as well as the consequences of a lack of payment, the Insurance Company may choose not to send the notice provided in paragraph 1. In this case, however, the Insurance

Company will be required to evidence that the Insurance Company issued and that the Policyholder received and accepted said contractual documentation referred to in this paragraph.

Clause 16 – Lack of payment of premiums

1. Failure to pay the initial premium or the first instalment thereof on the date it becomes due will determine the immediate cancellation of the contract, effective on the date of execution thereof.
2. The lack of payment of the premium of subsequent annuities or of the first instalment thereof on the date it becomes due will preclude the prorogation of the contract.
3. The lack of payment will determine the automatic cancellation of the contract at the due date of:
 - a) An instalment of the premium during the course of an annuity;
 - b) An adjusted premium or a portion of a variable premium;
 - c) An additional premium resulting from a change to the contract based on a risk increase.
4. Failure to pay - up to due date, an additional premium resulting from a change to the contract will make the change ineffective and the contract will continue with the conditions that were in force before the change, unless said continuation proves impossible, a case in which the contract will be deemed to be terminated at the date the unpaid premium fell due.
5. Termination of the contract for failure to pay the premium or a portion or an instalment thereof will not relieve the Policyholder from the obligation to pay the premium corresponding to the period the contract was in force plus late-payment interest.

Clause 17 – Changes to the premium

1. Where there is no change in the risk, any change to the premium applicable to the contract may only be implemented on the commencement date of the next annuity, except as provided in the paragraphs below.
2. Under the law, the value of the premium of the contract may be revised at the initiative of the Insurance Company or at the request of the Policyholder based on an actual change in the conditions for the prevention of occupational accidents at the place of work.
3. The change to the premium as a result of the application of discounts for the absence of claims or of increases for the occurrence of claims, regulated in the attached table and provisions, is applied to the premium payable on the due date that follows the recognition of the fact.

CHAPTER IV

Commencement, effectiveness, duration and cancellation of the contract

Clause 18 – Commencement and effectiveness

1. The date and time when the cover of the risks becomes effective are indicated in the contract, dependent on the condition provided in clause 14.
2. The provision in paragraph 1 is also applicable if the commencement of the contract is different from the start of cover of the risks.

Clause 19 – Duration

1. **The contract indicates its duration, which may be a fixed period (temporary insurance) or an annual period that may be renewed for successive one-year periods.**
2. **The effects of the contract cease at 12.00 midnight of the last day of its period.**
3. **The renewal provided in paragraph 1 will not take place if any of the parties gives at least thirty-day (30) written notice of cancellation in respect to the renewal date or if the Policyholder fails to pay the premium.**
4. **This Policy will cease to be in force on the day the Policyholder's establishment is finally closed. In this case, and unless otherwise agreed, upon receiving notice of said closure from the Policyholder the Insurance Company will calculate pro rata temporis the portion of the premium to be returned as provided in the law.**

Clause 20 – Contract termination

1. **The contract may be cancelled by any of the parties, at any time, for a just cause, by means of a letter with record of receipt.**
2. **The value of the premium to be returned to the Policyholder in the event of early cancellation of the contract is calculated in proportion with the period of time that would otherwise elapse between the date of cessation of the cover and the end of the contract, except if otherwise agreed between the parties for a valid cause, such as the guarantee of the technical separation between the price of annual insurance and the price of temporary insurance.**
3. **The cancellation of the contract will become effective at midnight of the day of cancellation.**
4. **The cancellation of the contract will become effective fifteen (15) days from the date of the notice of cancellation, as provided in the preceding paragraphs.**

CHAPTER V

Main benefit provided by the Insurance Company

Clause 21 – Insured remuneration

1. The responsibility for determining the insured remuneration - which is the value on which the liabilities covered under this Policy are calculated, always rests with the Policyholder.
2. The value of the insured remuneration must include – at the date of execution of the contract and at any time the contract is in force, all that the Law deems included in the remuneration and all payments of a regular nature not intended to compensate the Insured Persons for random costs, namely holiday grants and the thirteenth month.
3. If the Insured Person is an administrator, director, manager or equivalent officer, the change of remuneration for insurance purposes, if accepted, will only become effective on the 1st day of the second month after the month of the change.
4. If the Insured Person is an assistant trainee, an apprentice or a trainee or person employed under any situation of professional training, the insured remuneration must correspond to the gross average annual remuneration of a worker of the same company or of a similar company possessing a professional category corresponding to said apprenticeship or training.
5. If the remuneration corresponding to the day of the occurrence is not the normal remuneration, as well as in cases of non-regular employment or of part-time employment for more than one employer, the remuneration is calculated as being the average remuneration received by the victim during the one-year period prior to the accident.
6. In the absence of the information referred to in the previous paragraph, the calculation will be made by a judge taking into account the nature of the services provided, the professional category of the victim and the usage.
7. The calculation of benefits for part-time workers will be based on the remuneration they would otherwise earn as full-time workers.
8. The remuneration may not be less than the one provided in the Law or in a collective employment contract.
9. The benefits for which the Insurance Company is liable under this contract will be calculated as provided in the law, except when the parties agree in a manner of calculation more favourable for the victims.

Clause 22 – Automatic update of the insured remuneration in contracts executed with a fixed premium

1. The remuneration indicated in fixed-premium contracts that are renewable for equal one-year periods will be automatically updated on the date that the variations of the guaranteed minimum monthly remuneration come into force, provided that the

Policyholder has not undertaken any updates of the insured remunerations between the dates of two successive changes of the guaranteed minimum monthly remuneration.

2. The update provided in the previous paragraph corresponds to the variation coefficient (up to 1.10) between the new and the former guaranteed minimum monthly remuneration, applicable to the insured remunerations. Thus, the Policyholder must pay the additional premium due because of the update.
3. The update provided in the preceding paragraphs requires the Insurance Company to pay the cash benefits due to victims based on the remuneration effectively earned at the date of the accident. However, the liability of the Insurance Company will be limited to the value found by applying the 1.10 coefficient to the remunerations indicated in the Schedule, except if the adjustment of the premium has as reference a higher coefficient.

Clause 23 – Insufficient insured remuneration

1. In case the declared remuneration is less than the remuneration actually paid, the Policyholder will be liable:
 - a) For the portion of compensations for temporary disability and benefits corresponding to the difference;
 - b) Proportionally for hospitalisation and clinical assistance expenses.
2. In the case provided in the previous paragraph, the declared remuneration cannot be lower than the guaranteed minimum monthly remuneration.

CHAPTER VI

Obligations and rights of the parties

Clause 24 – Obligations of the Policyholder regarding risk-related information

1. In addition to the provisions in Chapter II, the Policyholder undertakes as follows:
 - a) To send to the Insurance Company, up to the 15th of each month, a copy of the payroll statements made to Social Security concerning the remunerations paid during the previous month, indicating all remunerations that the Law deems included in the pay for calculating compensation for occupational accidents and also indicating the assistant trainees, the apprentices and the trainees;
 - b) To allow the Insurance Company to review the documentation on which the statements provided in the previous subparagraph are based, and to provide any information that the Insurance Company may require;
 - c) To inform the Insurance Company before the Insured Persons travel to the territory of a country that is not a Member-State of the European Union, as well as to the territory of a Member-State of the European Union for a period of more than fifteen (15) days, under the penalty of becoming solely liable for loss and damage not opposable to the Insured Persons.

2. Except if agreed otherwise, the communications provided in subparagraphs a) and c) of the previous paragraph will be made by computer means, namely in digital support or via electronic mail, notwithstanding the fact that the Insurance Company may at its discretion accept said communications in paper.

Clause 25 – Obligations of the Policyholder in case of the occurrence of an occupational accident

1. In case of the occurrence of an occupational accident, the Policyholder undertakes:
 - a) To complete the legally required occupational accident report form and to send it to the Insurance Company within 24 hours of becoming aware of said occurrence;
 - b) To immediately communicate to the Insurance Company the occurrence of a fatal accident, without prejudice of sending the report form at a later time, as provided in the previous subparagraph;
 - c) To promptly present the victim to the Insurance Company's physician, except if this proves impossible and the need for urgent care dictates resorting to another physician.
2. The communications provided in subparagraphs a) and b) of the previous paragraph will be made by computer means, namely in digital support or via electronic mail, except if the Policyholder is a microbusiness, in which case it may choose to send those communications in paper.
3. Non-compliance with the provisions in paragraph 1(a)(b) will make the Policyholder liable for the losses and damages of the Insurance Company.
4. Non-compliance with the provision in paragraph 1(c) will determine:
 - a) The decrease in the benefit paid by the Insurance Company taking into account the loss said non-compliance may cause;
 - b) The loss of coverage in the event of fraud causing a significant loss to the Insurance Company.
5. The provisions in paragraphs 3 and 4 are not opposable to victims and to other persons legally entitled to receive benefits in respect of occupational accidents and the Insurance Company will enjoy the right of recourse provided for in clause 28.

Clause 26 – Legal defence

1. The Policyholder may not intervene in the relations between the Insurance Company and the victim or with victim's lawful beneficiaries for the settlement of matters involving the liability guaranteed under this Contract, either in a court of law or otherwise.
2. Where, after the occurrence of an occupational accident, the Policyholder shall act towards the victim or towards the victim's lawful beneficiaries in a manner that violates the provision in the previous paragraph, namely by entering into contracts, paying expenses, bringing legal suits or by performing any other actions that fall to the Insurance Company without the prior written authorisation of the Insurance Company, and without prejudice to the non-opposability to the victim or to the victim's legal beneficiaries, the Policyholder will be required to reimburse the Insurance Company for any expenses incurred for repairing the accident caused by such

intervention, as provided in clause 28, except if the Policyholder proves that said actions have not caused any loss to the Insurance Company.

3. The Policyholder will provide any information that the Insurance Company may reasonably request.

Clause 27 – Obligations of the Insurance Company

1. The Insurance Company undertakes to pay to the victim the benefits provided under the contract, after the confirmation of the occurrence of the claim and of the causes, circumstances and consequences thereof.
2. The Insurance Company will conduct the verifications required to acknowledge the claim and to assess the damages in a prompt and diligent manner.
3. The obligation of the Insurance Company will become due thirty (30) days after the determination of the facts referred to in the previous paragraph.
4. The victim is entitled to receive at any time, at his/her request, a copy of all documents regarding his/her file, namely the record of discharge and the diagnostic supplementary tests held by the Insurance Company.

Clause 28 – Right of recourse of the Insurance Company

1. After the occurrence of an occupational accident, the Insurance Company will have a right of recourse against the Policyholder, regarding any amounts paid:
 - a) Where the accident is caused by the Policyholder or by a representative of the Policyholder, or is due to a failure to comply with hygiene, safety and health regulations at the place of work, or in case the Policyholder or the representative have fraudulently caused a loss to the Insurance Company after the occurrence of the claim;
 - b) In the case of non-performance of the obligations provided in the subparagraphs of clause 24(1), insofar as the expense is ascribable to said non-performance;
 - c) Concerning insurance contracts executed without the indication of names, as provided in clause 3(2), where it is proven that the works covered by the contract involved the employment of more persons than the ones indicated as being Insured Persons;
 - d) As a result of a worsening of the injuries of the victim due to non-compliance with the provision in clause 25(1).
2. In the cases provided in the 1st and 2nd parts of subparagraph a) of the previous paragraph, the Insurance Company will be liable for the payment of the benefits that would be due if there had been no fraudulent action, notwithstanding the right of recourse.

Clause 29 – Subrogation by the Insurance Company

1. After paying the compensation and in proportion with the amount settled, the Insurance Company will become subrogated in the rights of the Insured Person against the third party responsible for the occupational accident, although the right to judicial action depends on the non-exercise of said rights by the victim for one year after the date of the accident.

2. The Policyholder will be liable, up to the limit of the compensation paid by the Insurance Company, for any action or omission impairing the exercise of the rights provided in the previous paragraph.

CHAPTER VII

Sundry provisions

Clause 30 – Choice of the physician

1. The Insurance Company is entitled to appoint the treating physician of the victim.
2. However, the victim will be entitled to choose another physician in the following cases:
 - a) If the Policyholder or a representative of the Policyholder is not present at the place of occurrence of the occupational accident and there is a need for emergency care;
 - b) If the Insurance Company does not appoint a treating physician or whilst such appointment is not made;
 - c) If the Insurance Company waives the right provided in paragraph 1;
 - d) If the victim is discharged before being cured. In this case, the victim will request an examination by a court-appointed expert.
3. The victim is also entitled to choose the surgeon who will operate on him/her in cases of major surgical procedures and in any surgical procedures that may be life threatening.
4. While there is no appointed treating physician, will be considered as such, for all legal purposes, the physician who treats the victim.

Clause 31 – Acknowledgement of liability by the Insurance Company

1. The provision of emergency care or the reporting of the occurrence of an occupational accident to competent authorities does not imply acknowledgement of liability by the Insurance Company.
2. The payment of compensation and of other expenses will not preclude the Insurance Company from later rejecting liability in respect of the accident when so justified by circumstances, in which case the Insurance Company will be entitled to recover all that was paid.

Clause 32 – Intervention of an Insurance Intermediary

1. No insurance intermediary shall be deemed to be authorised to execute or to cancel contracts, to undertake or to change contractual obligations or to validate additional declarations in the name of the Insurance Company, except as provided in the paragraphs below.
2. Only insurance intermediaries specifically empowered, in writing, by the Insurance Company, will be entitled to execute or to change contractual undertakings or to validate additional declarations in the name of the Insurance Company.
3. Notwithstanding the absence of specific powers on the part of the insurance intermediary, the insurance contract will be deemed valid when there are ponderous motives, of an objective

nature and taking into account the circumstance of the case, that justify the trust of a Policyholder, acting in good-faith, in the legitimacy of the intermediary, provided the Insurance Company has also contributed to build the Policyholder's trust.

Clause 33 – Communications and notices between the parties

1. The communications and notices to be made by the Policyholder or by the Insured Person under the Policy will be deemed valid and effective when sent to the registered office or to the branch of the Insurance Company as the case may be.
2. The communications and notices sent to the address of the Insurance Company's representative outside Portugal in respect of claims covered under this policy, as provided in paragraph 1, will also be deemed valid and effective.
3. The communications provided in this Contract will be made in writing or made by another means leaving a permanent record.
4. The Insurance Company will be required to send the communications provided in this Contract only if the intended recipient thereof is duly identified in the contract and such communications will be considered as having been made if delivered to the address indicated in the policy.

Clause 34 – Applicable legislation, disputes and arbitration

1. The contract will be governed by Portuguese Law.
2. Any complaints in respect of **this Contract may be submitted at the Insurance Company's agencies or through the website www.tranquilidade.pt**, as well as to the Autoridade de Supervisão de Seguros e Fundos de Pensões (www.asf.com.pt).
3. Any disputes arising from or in connection with this Contract may be submitted to a court of arbiters, as provided in the Law.

Clause 35 – Venue

The venue with jurisdiction to decide any disputes arising from or in connection with this Contract is the one determined by Civil Law.

Clause 36 – International Sanctions and Counter-Terrorism

1. **Generali Seguros, S.A. is not obligated to underwrite any cover/risk, nor shall it be liable to pay any claim compensation, or to provide any service or benefit, to the extent that such underwriting, payment of claim compensation or provision of any benefit would expose the Insurer to any sanction, prohibition or restriction under the United Nations Resolutions, or any other economic or trade sanctions, laws or regulations of the European Union, the United States of America and/or Portugal.**

For purposes of compulsory insurance, the above exclusion of liability only applies in cases where the sanctions are applicable to the Portuguese legal system.

2. **In compliance with international and national standards, as well as good business practices, the Insurer reserves the right to refuse the insurance subscription form or to cancel, unilaterally, the policy and/or freeze the funds/assets if the Policyholder/Insured**

or any persons associated therewith are included in the international terrorist watch lists.

ANNEX

Premium increase and decrease based on the history of reported claims (bonus/malus system)

Upon underwriting of the contract and based on the information provided by the Policyholder on the Risk Assessment Questionnaire - which is deemed to be an integral part of the Proposal, for all intents and purposes, a discount or an increase of the rate applicable to the contract may be considered.

During the course of the contract, either at the initiative of Generali Seguros, S.A. or of the Policyholder, the contractual conditions in force may be revised taking into account the history of reported claims, based on the table below, provided that the following conditions are cumulatively met:

- The Existence of an Occupational Physician,
- The Existence of a Prevention Technician,
- The Existence of Individual and Collective Protection Equipment,
- Annual insurance premiums paid by the Policyholder above EUR 5,000.00.

Reported claim rate over the last three annuities	Admissible Discount *
Up to 5%	10%
Over 5% up to 10%	7.5%
Over 10% up to 20%	5%

* The aggregate of the discounts applicable to the contract may not be in excess of 10% of the Commercial Premium.

SPECIAL CONDITIONS

SPECIAL CONDITION 01

VARIABLE-PREMIUM INSURANCES

- 1. Under this special condition and as provided in clause 5(b) of the General Conditions, the workers in the employ of the Policyholder at the production unit identified in the Schedule, as per the payroll sheets periodically sent to the Insurance Company as provided in clause 24(1)(a) of the General Conditions, are covered by this contract.**
- 2. The provisional premium is calculated in accordance with the annual remuneration forecast provided by the Policyholder.**
- 3. At the end of each civil year or upon the cessation of the employment contract, and without prejudice to the provision in paragraph 5, the premium increase or decrease adjustment is performed in accordance with the difference between the provisional premium and the final premium calculated on the basis of the aggregate of remunerations actually paid during the period in question.**
- 4. Failure by the Policyholder to comply with the obligation referred to in paragraph 1, will entitle the Insurance Company – without prejudice of the right to terminate the contract, to charge, at the end of the annuity, a non-refundable premium equal to 30% of the annual provisional premium and also to demand the additional premium calculated on the actual remunerations that should otherwise have been declared.**
- 5. In cases of significant variances between the forecasted remunerations and the remunerations actually paid, the Insurance Company will be entitled to make an adjustment during the course of the contract.**
- 6. In respect of insurance covering building repair works, wall construction works, well and mine opening and cleaning works, the Schedule will indicate the maximum number of workers that the Policyholder may have simultaneously at the Policyholder's employ at any time. Therefore, the Policyholder undertakes to give prior notice to the Insurance Company of any change to said maximum number of workers.**

SPECIAL CONDITION 02

CIVIL CONSTRUCTION OF BUILDINGS - INSURANCE PER AREA

- 1. The limits of remuneration accepted under the contract are indicated in the Schedule of the Policy. Therefore, the names of the workers covered under the contract are not mentioned therein and the sending to the Insurance Company of the payroll sheets provided in clause 24(1)(c) of the General Conditions, is not required. The provisional premium is calculated according to the annual remunerations provided for by the Policyholder.**
- 2. The contractual covers afforded to insured workers are only in respect of workers employed in the works and place of risk duly identified in the Schedule.**
- 3. This Contract has a validity corresponding to the forecasted duration of the works indicated in the Schedule, which in exceptional cases may be extended by mutual contract between the Policyholder and the Insurance Company.**

4. If during the course of the works there is a revision of the remuneration table, the premium will be readjusted in accordance with the average increase of said remunerations and in proportion to the period remaining up to the end of the contract.

SPECIAL CONDITION 03

AGRICULTURAL INSURANCE (GENERIC AND PER AREA)

1. This contract covers permanent or occasional workers employed in agricultural activities by the Policyholder, the inventory chart included in this Policy to indicate:
 - a) The name, the place (parish and municipality), the cultivated area and the predominant cultures in each plot (owned and/or rented) that make the agricultural production unit;
 - b) The maximum remunerations;
 - c) A list of permanent personnel per type of main function and the respective remunerations;
 - d) The annual amount of remunerations and the average number of animals of each species existing at the agricultural production unit, if any.
2. This special condition is not applicable to the performance of the following works:
 - a) The opening of wells and mines;
 - b) Tree uprooting, cutting, thinning, twigging and cleaning, where considered to be silvicultural or forestry activities;
 - c) Stump or root removal, where these are the main risk;
 - d) Cork stripping;
 - e) Work with the use of explosives;
 - f) Work in olive oil mills;
 - g) Mechanical threshing when this is not solely connected with the Policyholder's agricultural production unit;
 - h) Civil construction-like work, except small repairs in houses of the properties that make the agricultural production unit, walls or any infrastructures exclusively linked to said unit;
 - i) Carpentry, wood logging and sawing works, except for the consumption of the agricultural production unit;
 - j) Livestock breeding, where this is the main activity.

SPECIAL CONDITION 04

TRIPS ABROAD

Clause 1 - Applicable Provisions

1. Without prejudice to the mandatory workers' compensation guarantee for employees, the trips abroad guarantee may also be underwritten as a complement, in any of the following options:

- a) **Base option;**
 - b) **Complete option.**
2. In situations not specifically provided for herein, the General Conditions of the Mandatory Workers' Compensation Insurance for Employees will apply to this Special Condition.
 3. This Special Condition will be applicable if expressly indicated in the Schedule of the Policy.

Clause 2 - Definitions

For the purpose of this additional cover, the following terms and expressions will have the meanings set forth below:

Assistance Service: The entity that organises and provides, on behalf of the Insurance Company and in favour of the Insured Persons, the benefits or services provided for in this Special Condition.

Insured Persons: The worker(s) identified in the Schedule of the workers' compensation policy, when abroad, in favour of whom the underwritten guarantees must be provided, according to the Special Conditions and the Schedule of the Policy.

Claim: The occupational accident, as defined in the General Conditions of the Uniform Workers' Compensation Policy, susceptible of triggering the guarantees of this cover.

Clause 3 – Object of the Guarantee

Under this Special Condition, the Insurance Company guarantees the provision of Assistance to Insured Persons abroad, in case of an occupational accident, susceptible of being covered by the Workers' Compensation policy.

Clause 4 – Duration

1. The guarantees provided for in this Special Condition will be valid for a fixed and determined period, as agreed upon between the Policyholder and the Insurance Company, duly indicated in the Schedule of the Policy.
2. Regarding each Insured Person, the guarantees will commence and expire at the dates indicated by the Policyholder to the Insurance Company, as provided for in Clause 8(1) of this Special Condition.
3. Notwithstanding the provisions in the previous paragraphs, regarding each Insured Person, the guarantees will automatically expire at the day in which:
 - a) The professional bond that has motivated the inclusion in the Policy ceases;
 - b) The Insured Person ceases to have habitual residence based in Portugal.

Clause 5 – Territorial Scope

The guarantees provided for in this Special Condition are valid in the territories defined in the Schedule of the policy, which are considered to refer to the place of occurrence of the claim and the place of provision of assistance.

Clause 6 - Guarantees of Assistance to Persons

Following an occupational accident, occurred during the period of validity of the policy, the Assistance Service will provide the following guarantees per claim and up to the limits established in the Schedule, according to the subscribed option.

Guarantees common both to the BASE OPTION and to the COMPLETE OPTION (1 to 4):

1. Payment of medical, surgical, pharmaceutical and hospitalisation expenses abroad

- 1.1. If the Insured Person requires medical, surgical, pharmaceutical or hospital assistance, the Assistance Service guarantees up to the established limits:
 - a) Medical and surgical expenses and fees;
 - b) Pharmaceutical costs prescribed by a physician;
 - c) Hospitalisation costs.
- 1.2. In case of hospitalisation, the Insured Person must ensure it is reported to the Assistance Service on the same day, or within 48 hours, except in case of demonstrated physical impossibility.
- 1.3. If the repatriation of the Insured Person is clinically possible and advisable, the Assistance Service will no longer guarantee hospitalisation costs.

2. Repatriation or transport by ambulance of injured and health surveillance

- 2.1. Following an occupational accident and whenever the clinical situation so justifies, the Assistance Service guarantees, up to the established limits:
 - a) Costs with transport by ambulance or another means considered appropriate, from the place of occurrence up to the closest clinic or hospital;
 - b) Where appropriate, costs with the transport of the Insured Person to a more adequate hospital centre or to his/her home in Portugal.
- 2.2. The Assistance Service also guarantees surveillance by its medical team, in cooperation with the treating physician of the Insured Person, in order to determine any convenient actions for the best treatment to be followed and the most appropriate means for the transfer.
- 2.3. Any transport or repatriation by ambulance and, where appropriate, medical surveillance, must comply with the health regulations in force and be performed only following previous agreement between the treating physician of the Insured Person and the medical team of the Assistance Service. A statement by the treating physician does not provide sufficient guarantee.
- 2.4. Transport expenses will be borne by the Assistance Service only in cases where the means of transport initially provided for cannot be used or the use thereof is not clinically advisable.
- 2.5. The means of transport to be used will be defined by the medical team of the Assistance Service.

3. Transport or repatriation following the death of the Insured Person

- 3.1. In case of death of the Insured Person due to an occupational accident, the Assistance Service guarantees the expenses with the formalities to be observed at the place of the decease, including the ones concerning the transport or repatriation of the body to the burial place in Portugal.
- 3.2. If - for administrative reasons, the deceased must be interred locally on a provisional or definitive basis, the Assistance Service guarantees the transport expenses of a family member, if one is not there already, to travel from his/her residence in Portugal up to the burial place, as well as his/her accommodation expenses.

4. Payment of communication expenses

- 4.1. The Assistance Service will ensure the communication of national or international urgent messages to family members, provided they are related to a claim covered by these guarantees.
- 4.2. It will also bear, upon evidence, costs with communications to its services, provided they are performed by the Insured Person.

Guarantees exclusive to the COMPLETE OPTION (5 to 14):

5. Payment of medical expenses in Portugal

Following an occupational accident abroad, the Assistance Service guarantees, up to the established limit, the payment of hospital expenses, medical fees and pharmaceutical costs prescribed by a physician, provided these are related to the occurrence that originally motivated the assistance request.

6. Escort of the hospitalised Insured Person

- 6.1. If an Insured Person must be hospitalised following an Occupational Accident, and if the repatriation or immediate return is not advisable due to his/her state of health, the Assistance Service bears the costs with a hotel stay of one family member or of a person indicated by the Insured Person, who is already there, to stay with him/her.
- 6.2. The Assistance Service will also bear the costs with the return of said family member/person to his/her home in Portugal, in case the means of transport initially provided for cannot be used.
- 6.3. This guarantee is strictly subject to the opinion of the medical team of the Assistance Service.

7. Roundtrip transport and stay for a family member

If the Insured Person is travelling alone and must remain in the hospital foreseeably for more than five (5) days, the Assistance Service bears the costs to be incurred by a family member with roundtrip transport, departing from Portugal, to stay with the Insured Person. In this case, the Assistance Service also bears his/her accommodation costs.

8. Extension of the stay at the hotel

- 8.1. If the state of health of the Insured Person does not justify hospitalisation or transport by ambulance, and if his/her return cannot occur at the date initially foreseen, the Assistance Service, shall bear the costs effectively incurred with a stay at a hotel by the Insured Person and by the person accompanying him/her, provided these costs had not been initially provided for.
- 8.2. Where the state of health of the Insured Person so allows, the Assistance Service shall bear the costs with his/her return as well as that of the accompanying person, where appropriate, to their home in Portugal, in case they cannot return by the means initially provided for.
- 8.3. This guarantee is strictly subject to the opinion of the medical team of the Assistance Service.

9. Funeral Costs

Upon request, the Assistance Service will guarantee funeral costs, including the purchase of a casket, decoration of the venue, floral arrangements and the religious service, up to the limit established in the Schedule.

10. Early return of the Insured Person

- 10.1. If during a work trip, the spouse, or person living with him/her under common law marriage, an ascendant or descendant up to the 1st degree, adopted, siblings or in-laws of the Insured Person die in a sudden and unpredictable manner in Portugal, and in case the means used for his/her trip or ticket purchased does not allow him/her to return earlier, the Assistance Service bears the costs with the return trip, from the place of stay up to his/her home or to the burial place in Portugal.
- 10.2. This guarantee is also provided for in case one of said family members of the Insured Person is stricken by a sudden and unpredictable accident or illness in Portugal, whose seriousness, to be confirmed by the physician of the Assistance Service after contacting the treating physician, requires his/her urgent and imperative presence.

11. Location and urgent dispatch of medication abroad

- 11.1. The Assistance Service provides for the dispatch of medication of habitual use, indispensable to the Insured Person, whenever it cannot be found locally or cannot be replaced by similar medication or substitutes thereof.
- 11.2. The Insured Person will bear the costs of the medication and all the shipping costs.

12. Lost, Damaged or Stolen Luggage

- 12.1. The Assistance Service will provide compensation to the Insured Person, up to the limits established in the Schedule, in case of lost, damaged or stolen luggage, in the amounts remaining after the carrier provides due compensation, where appropriate.
- 12.2. **Under no circumstance may the compensation exceed the losses sustained**, and the Insured Person must have claimed within the period established by each carrier all the losses fitting into this guarantee.
- 12.3. In case of robbery, and in order to enjoy this guarantee, **the Insured Person must report the robbery to the authorities within 24 hours thereafter.**

12.4. Apart from the concepts that do not fit into the definition of luggage, **the following will also be excluded:**

- a) **Damages caused to the goods by normal wear and tear;**
- b) **Events due to the seizure or confiscation by police or customs authorities;**
- c) **Events regarding goods kept in a hotel room or habitual accommodation;**
- d) **Events regarding a robbery that have not been reported to the competent authorities within 24 hours;**
- e) **Simple theft, unexplainable disappearance and loss of luggage if it was at the care and under the responsibility of the Insured Person;**
- f) **Inherent vice or intrinsic alteration of the insured goods;**
- g) **Delays regarding the trip or the stays, whichever the cause.**

13. Delay in Receiving the Luggage

13.1. If following a flight, there is a delay longer than 24 hours in the arrival of the Insured Person's luggage to the country of destination, the Assistance Service will pay for any costs with the replacement of essential items, up to the limit established in the Schedule.

13.2. For the purpose of this guarantee, essential items are considered to be those that ensure the basic needs of personal hygiene and clothing.

13.3. For that purpose, receipts must be produced that evidence the amount of purchase costs, as well as proof of complaint and later delivery of the luggage by the airline.

13.4. **The Insured Person must have claimed within the established period** to each carrier all the losses arising from the delay. The Assistance Service will provide compensation to the Insured Person only in the amounts remaining after the carrier has provided due compensation. **Under no circumstance may the compensation exceed the loss sustained.**

13.5. **Any delays in the arrival of luggage to the airport of the Insured Person's country of residence are excluded from this guarantee.**

14. Replacement of the worker/Return to the workplace

14.1. If - following an accident, the Insured Person is hospitalised for a period longer than ten (10) days, if s/he is deceased or repatriated by virtue of a claim covered by this policy, the Assistance Service bears the transport expenses of a person appointed by the Policyholder that may replace the Insured Person professionally.

Clause 7 - Specific Exclusions

Apart from the exclusions described in the General Conditions of the policy, the following are also excluded from the scope of this Special Condition:

- a) **Benefits that have not been requested to the Insurance Company, through the Assistance Service, and that have not been made with its consent, except in cases of force majeure or demonstrated impossibility;**
- b) **Benefits arising from accidents, whose elements of risk, as defined in Clause 8(1) of this Special Condition, have not been reported to the Insurance Company prior to the**

- beginning of the trip and have been expressly accepted by it, upon the issue of an Endorsement and collection of the respective additional premium;
- c) Delays or negligence ascribable to the Insured Person when resorting to medical assistance;
 - d) Claims occurred during or as a consequence of the practice of professional sports and high-risk activities, such as snow skiing, powerboating, parachuting, climbing, mountaineering, martial arts, speleology and diving;
 - e) Claims occurred during or as a consequence of the practice of motor sports and the practice of competition in general, whether in competition itself, whether in trainings, bets and challenges;
 - f) Rescue operations;
 - g) Any event not stemming from the exercise of the professional activity;
 - h) Accommodation initially provided for and food;
 - i) Non-urgent surgical procedures;
 - j) Refusal of or non-compliance with prescribed treatments;
 - k) Expenses related to preventive medicine, vaccines or similar;
 - l) Expenses related to alternative medicine or traditional cures;
 - m) Non-urgent physical therapy, spa treatments, rest cures, aesthetic treatments and check-ups;
 - n) Chronic or pre-existing illness, psychiatric disorder and relapses related to previously diagnosed illnesses;
 - o) Injuries arising from surgical procedures or other medical acts not motivated by a claim guaranteed by the contract;
 - p) Medical assistance within the scope of stomatology, except for provisional treatment of oral trauma;
 - q) Medical assistance related to pregnancy and labour, except for assistance requested during the 1st quarter following unpredictable pregnancy complications.
 - r) Epidemics, pandemics and situations of infectious/contagious diseases involving danger to public health, according to WHO guidelines.

Clause 8 – Obligations of the Policyholder

1. The Policyholder undertakes, under penalty of rendering this guarantee ineffective in case of a claim, to inform the Insurance Company, prior to the beginning of each trip, of the identity of the workers travelling abroad, the duties they will perform, the place of destination, and the start and end dates of the trip.
2. This obligation is also applicable in case of change to any of the risk elements referred to in this provision.

Clause 9 – Obligations in case of a claim

1. Without prejudice to the provisions in Clause 25 of the General Conditions of the Workers' Compensation Insurance Policy, in order to enjoy the guarantees of this Special Condition, the Insured Person must:
 - a) Immediately contact the Assistance service, through the phone number +351 217 252 394, describing the event and giving all the information necessary for the provision of the requested assistance;
 - b) Follow the instructions of the Assistance Service and take all actions necessary and possible to prevent the consequences of the claim from aggravating;
 - c) Obtain the consent of the Assistance Service before making any decision or expense;
 - d) Reply, at any time, to the information requests performed by the Assistance Service, and send it all notices, summons or notifications they s/he receives;
 - e) Collect and provide to the Assistance Service the elements relevant to the enforcement of third-party liability, where appropriate.
2. **This cover does not guarantee benefits that have not been previously requested to the Insurance Company, through the Assistance Service, or that have been performed without its previous consent, except in cases of force majeure or demonstrated impossibility.**

Clause 10 – Sundry Provisions

1. If it is not possible for the Assistance Service to organise the necessary provision of services within the defined territorial scope, it will reimburse the Insured Person any expenses s/he may have incurred within the limits of the subscribed guarantees.
2. The processing of any reimbursement will require the Insured Person to produce the original supporting documents regarding the expenses incurred.

Clause 11 – Reimbursement of Transport Costs

Insured Persons that have used transport benefits provided for in this contract undertake to proceed to all necessary actions in order to recover any unused transport tickets, and send the recovered amounts to the Assistance Service.

Clause 12 – Multiple Insurances

1. The benefits and compensations provided are paid in excess and as a complement to other insurance contracts already existent covering the same risks.
2. **The Insured Persons undertake to proceed to all necessary actions in order to obtain the reimbursements provided for in said contracts and to return them to the Assistance Service, in case and insofar as it has provided the benefits in advance.**
3. The Insured Persons must also proceed the same way regarding reimbursements they are entitled to from Social Security or any other institution.

SCHEDULE

TRIPS ABROAD

GUARANTEES	LIMITS	
	Base Option	Complete Option
1. Payment of medical, surgical, pharmaceutical and hospitalisation expenses abroad	5 000 €	5 500 €
2. Repatriation or transport by ambulance of injured or ill and health surveillance	Unlimited	Unlimited
3. Transport or repatriation following the death of the Insured Person - Transport - Stay of a family member	Unlimited 50 €/day max: 3 days	Unlimited 50 €/day max: 3 days
4. Payment of communication expenses	Unlimited	Unlimited
5. Payment of medical expenses in Portugal	-	50 €/day max: 500 €
6. Escort of the hospitalised Insured Person - Transport - Stay	-	Unlimited 50 €/day max: 500 €
7. Roundtrip transport and stay for a family member - Transport - Stay	-	Unlimited 50 €/day max: 500 €
8. Extension of the stay at the hotel	-	50 €/day max: 500 €
9. Funeral costs	-	250 €
10. Early return of the Insured Person - Transport	-	Unlimited
11. Location and urgent dispatch of medication abroad	-	Unlimited
12. Lost, damaged or stolen luggage	-	250 €/item max: 750 €
13. Delay in receiving the luggage	-	100 €
14. Replacement of the worker/Return to the workplace - Transport	-	Unlimited

SPECIAL CONDITION 05

DOMESTIC PERSONAL ASSISTANCE

Clause 1 – Applicable Provisions and Definitions

1. In situations not specifically provided for herein, the General Conditions of the Mandatory Workers' Compensation Insurance for Employees will apply to this Special Condition.
2. For the purpose of this Special Condition, the following terms and expressions will have the meanings set forth below:

Insured: The person indicated in the Schedule, who may or may not be the Policyholder, in whose interest the contract is entered into.

Insured Persons: The worker(s) covered by the workers' compensation policy - employees.

Assistance Service: The entity that organises and provides, on behalf of the Insurance Company, the benefits or services provided for in this Special Condition.

Clause 2 – Right to Benefits

Under the terms and within the limits established in this Special Condition and in the Schedule, we guarantee the provision of the services/payment of the expenses defined in Clauses 4, 5 and 6 in case of an Occupational Accident sustained by the Insured Person, covered by the Workers' Compensation policy of which this Special Condition is an integral part.

Clause 3 – Territorial Scope

The guarantees provided for in this Special Condition are valid in Portugal, except if the cover extension provided for in Clause 6 is underwritten, which must be expressly mentioned in the Schedule of the Policy.

Clause 4 – Guarantees of assistance to the Insured and Insured Persons

1. Information about the functioning and guarantees of the policy

The Insurance Company, through the Assistance Service, will provide to the Insured a permanent telephone assistance service, available 24/7, for the provision of information about the guarantees of this Special Condition and their administrative functioning.

2. Information about medical institutions and hospital units

The Insurance Company, through the Assistance Service, will provide to the Insured or Insured Person a permanent telephone assistance service, available 24/7, for the provision of information about Medical Clinics, Physicians, Rehabilitation Centres, Centres for X Rays, blood tests and other diagnostic tests, for specialist outpatient appointment, in Portugal and abroad.

3. Information about On-Duty Pharmacies

The Insurance Company, through the Assistance Service, will provide to the Insured a permanent telephone assistance service, available 24/7, for the provision of information about on-duty Pharmacies.

4. Home Delivery of Medication

- a) The Insurance Company's Assistance Service guarantees the delivery of medication to the residence of the Insured Person provided that s/he has the respective medical prescription and is unable to leave home for that purpose on his/her own means;
- b) The purchase costs of the medication, which are the responsibility of the Insured Person, are excluded from the scope of this cover.

5. Transport by Ambulance

In case of need confirmed by the Medical Telephone Counselling service under the guarantee provided for in Clause 5 of this Special Condition, the Insurance Company guarantees the transport of the Insured Person by ambulance or another adequate means of transport up to the closest hospital unit.

6. Communication of Urgent Messages

The Insurance Company will be in charge of communicating urgent messages requested by the Insured or Insured Person due to occurrence of any claim covered by the guarantees of this cover, and will also guarantee the payment of telephone and fax charges incurred by the Policyholder in order to contact its services.

7. Monitoring of Children

In case of death or total disability of the Insured Person for a foreseeable period of more than three (3) days, the Insurance Company guarantees the provision of a person who will take care of the children of the Insured's household aged twelve (12) or less, when necessary, up to the limit established in the table of insured amounts which is an integral part of this Special Condition.

8. Laundry and Ironing Services

In case of death or total disability of the Insured Person for a foreseeable period of more than three (3) days, the Insurance Company guarantees the collection, washing and delivery of clothes of the Insured and the members of his/her household, up to the limit established in the table of insured amounts which is an integral part of this Special Condition, excluding blankets and duvet covers, as well as carpets, curtains and other decoration items.

9. Cleaning Services

In case of death or total disability of the Insured Person for a foreseeable period of more than three (3) days, the Insurance Company provides to the Insured professional house cleaning services, bearing travel costs and the cost of the service, up to the limit established in the table of insured amounts which is an integral part of this Special Condition.

10. Clinical Evidence

The activation of the guarantees provided for in paragraphs 7-9 of this Clause implies the submission to the Insurance Company of the medical and clinical elements essential to the attestation of the claim, as well as the full compliance with the provisions in the General Conditions of the Policy.

Clause 5 – Telephone Medical Counselling

1. Guarantees

The Insurance Company guarantees to the Insured a permanent telephone medical assistance service, available 24/7, which will provide support and counselling to the Policyholder, seeking the adoption of measures with a view to the improvement of the Insured Person's health, in function of the symptoms described over the phone.

For the purpose of the cover defined in paragraph 5. of Clause 4 of this Special Condition - Transport by Ambulance, the telephone medical assistance service will assess the clinical need for transport by ambulance of the Insured Person to a Clinic/Hospital at the Insured Person's choice.

2. Limitations

The medical support granted under this cover seeks only to identify the symptoms the Insured communicates through the telephone to the telephone medical assistance service, and it is up to this service to suggest the use of the means most adequate to the type of situation reported. The liability regarding the medical support and counselling is exclusively limited to the liability arising from this kind of medical act in the voice-only situations it is performed.

Clause 6 – Extension for Trips Abroad

1. Medical and hospitalisation expenses Abroad

The Insurance Company, through the Assistance Services, guarantees the payment of medical expenses arising from an occupational accident, as defined in the General Conditions of the Uniform Workers' Compensation Policy, occurred abroad and up to the limit established in the table of guarantees which is an integral part of these Special Conditions.

Whenever the period of recovery of the victim (Clinical Cure) is foreseeably longer than fifteen (15) days, the Assistance Service will immediately proceed to the repatriation of the Insured Person to Portugal, except where clinically indicated otherwise by the Medical Services of the Insurance Company.

2. Repatriation costs

Following an occupational accident and in case of hospitalisation of the victim that prevent him/her from returning home, in Portugal, by the means initially provided for, the Insurance Company, through the Assistance Service, after contacting the medical team of the Assistance Service and with its authorisation, in function of the clinical status of the Insured Person, will guarantee the costs of his/her repatriation home in Portugal.

Clause 7 – Exclusions

Apart from the exclusions described in the General Conditions of the policy, the following are also excluded from the scope of this Special Condition:

1. General exclusions

This Special Condition does not guarantee benefits that have not been requested to the Insurance Company and that have not been performed with its consent, except in cases of force majeure or demonstrated impossibility.

2. Specific exclusions

2.1. The guarantee does not cover:

- a) Acts or omissions by the Policyholder and/or Insured Person performed under the influence of alcohol - blood alcohol level equal to or higher than 0.5 grams per litre - or of psychotropic substances, narcotics or non-prescribed drugs;
- b) Intentional or grossly negligent acts or omissions performed by the Policyholder and the Insured Person or by persons for whom they are civilly liable;
- c) Suicide or attempt thereof and self-inflicted injuries by the Insured Person;
- d) Natural disasters, such as cyclonic winds, earthquakes, seaquakes, action of lightning and other phenomena with similar effects;
- e) Explosion, release of heat and irradiance due to nuclear fission or radioactivity and also due to radiations caused by artificial particle acceleration, as well as those arising from exposure to magnetic fields.

2.2. This guarantee also does not cover:

- a) The performance of the service providers that may be suggested by the medical assistance service;
- b) Damages caused by delays or difficulties in the telephone access to the helpline or to the telephone medical assistance service;
- c) Consequences of delays or negligence ascribable to the Policyholder and Insured Persons resorting to medical assistance, as well as consequences of deficient, incorrect or inaccurate information provided by them or by third parties under their instructions;
- d) Consequences of the failure to comply, by the Policyholder and Insured Persons, with the instructions given by the telephone counselling service.

Clause 8 – Assistance Request

1. Whenever one of the facts - object of assistance - described in the previous paragraphs occurs, the Insured Person must request through phone number 217 225 120 (available 24/7, local call) the corresponding assistance service, providing his/her identification data and policy number, his/her location and the intended service.
2. The costs of phone calls will be reimbursed by the Assistance Service, provided they are justified.

Clause 9 – Multiple compensations

Compensations arising from assistance benefits are, in any case, of a complementary nature in regard of other compensations payable to the Insured Person.

SCHEDULE DOMESTIC PERSONAL ASSISTANCE

GUARANTEES	Compensation limits (per claim and annuity)
Guarantees of assistance to the Insured and Insured Persons	
1. Information about the functioning of guarantees	Unlimited
2. Information about medical institutions and hospital units	Unlimited
3. Information about on-duty pharmacies	Unlimited
4. Home delivery of medication	Unlimited
5. Emergency transport	Unlimited
6. Communication of urgent messages	Unlimited
7. Monitoring of children (aged 12 or less)	Max: 8 hours/day and max: 4 weeks
8. Laundry and ironing services	Max: 50 articles/week and max: 4 weeks
9. Cleaning services	Max: 4 hours/day, 2 days/week and max: 4 weeks
Telephone medical counselling	Unlimited
Extension for trips abroad	
1. Medical, surgical and hospitalisation expenses abroad	5 000 €
2. Repatriation of the Insured Person	Unlimited

SPECIAL CONDITION 06

WAIVER OF THE RIGHT OF RECOURSE

Clause 1 – Object of the Guarantee

1. Through this guarantee, the Insurance Company waives its right of recourse against the Policyholder regarding any amounts that s/he may come to bear within the scope of claim case files and that would be legally or contractually ascribable to and payable by the Policyholder as they are related to occupational accidents arising from the lack of or non-compliance with rules about occupational health and safety due to acts or omissions of sheer negligence by the Policyholder or a person for whom the Policyholder is civilly liable.
2. The waiver referred to in the previous paragraph does not affect the rights which, under the law or contract, the Insurance Company holds against third parties, persons or entities who, in the employ of the Policyholder or not, have caused the claim and the damages stemming therefrom.

Clause 2 – Exclusions

This Special Condition does not apply to situations of breach of or non-compliance with standards or rules applicable to occupational health and safety due to fraudulent acts or omissions or of gross negligence by the Policyholder or a person for whom the Policyholder is civilly liable.

SPECIAL CONDITION 07

OCCUPATIONAL HEALTH

Clause 1 – Applicable Provisions

1. **Without prejudice to the mandatory workers' compensation guarantee for employees, the guarantees provided for in this Special Condition may also be underwritten.**
2. **In situations not specifically provided for herein, the General Conditions of the Mandatory Workers' Compensation Insurance shall apply to this Special Condition.**
3. **This Special Condition shall be applicable if expressly indicated in the Schedule of the Policy.**

Clause 2 – Definitions

For the purpose of this special condition, the following terms and expressions will have the meanings set forth below:

- a) **Domicile:** The place where the Insured Person has established their habitual residence, considered to be the place where the Insured Person habitually resides, in a stable and continuous manner, and where their domestic economy is installed and organised. For the purpose of this Policy, the Insured Person must have established their Domicile in Portugal;
- b) **Capital Limits:** The maximum amounts set forth in the Special Conditions, the Schedule or in a table of capitals attached thereto, applicable to the Claims covered by the Policy;
- c) **Place of Work:** The place where the worker works, whether physically or through teleworking, directly or indirectly under the control of the Policy Holder (in case of an

employee). In teleworking, the place of work is considered to be the one defined for that purpose in the Agreement for the provision of work;

- d) **Online Doctor:** Appointment with a healthcare professional held through a video call mobile app;
- e) **Assistance Service:** The entities that organise and provide, on behalf of the Insurance Company and in favour of the Insured Persons/Policy Holder, the benefits or services provided for in this Special Condition;
- f) **Group Insurance:** The insurance contract that covers risks of a set of persons connected with the Policy Holder through a bond other than insurance, that may be contributory or non-contributory;
- g) **Claim:** Any unforeseeable event susceptible of triggering the guarantees of the Policy. The event or series of events arising from the same cause is considered to be one single claim;
- h) **Teleworking Agreement:** The written agreement between the worker and the employer that sets out the conditions under which such work is provided.

Clause 3 – Object

If underwritten, the Insurance Company guarantees to the Insured Person the assistance benefits provided for in this Special Condition.

Clause 4 – Territorial Scope

The covers of this Special Condition are valid in Portugal.

Clause 5 – Guarantees

The Assistance Service shall provide to the Insured Person the guarantees provided for herein up to the Capital Limits set forth in the Policy.

The guarantees indicated in paragraphs 1 to 8 are provided following a claim.

1. Online Medical Consultation

Upon the Insured Person's request, the Assistance Service shall organise and bear the cost up to the Capital Limit set forth in the Policy, of a Video Consultation for medical advice to the Insured Person, provided by a team of doctors of the Assistance Service, under the conditions compatible with the rules of the profession.

The counselling given is based on the elements provided by the Insured Person. Therefore, the Assistance Service cannot be held responsible for the interpretation of said counselling.

The liability regarding the medical support requested and provided over the telephone is solely and exclusively limited to the liability arising from this kind of support in the voice-only situations it is performed.

The Insured Person shall be informed of the procedures necessary to access the service via the website.

The Assistance Service shall not be held responsible for any impossibility of using the services arising from system irregularities, failures (whether temporary or permanent), as well as for any kind of damages arising from their improper use.

2. Delivery of Pharmaceuticals to the Place of Work

Following an Online Medical consultation, under this Policy, and according to the medical counselling given, the Assistance Service shall organise and bear the costs with the delivery of pharmaceuticals to the Place of Work, and the Insured Person shall bear the costs of the medication.

This guarantee may be requested between 09.00 a.m. and 07.00 p.m..

3. Collection of Analyses at the Place of Work

Following an Online Medical consultation, under this Policy, and according to the medical counselling given, the Assistance Service, upon the Insured Person's request, shall organise and bear the costs up to the Capital Limit set forth in the Policy, with the dispatch of qualified professionals to the Place of Work to collect blood and urine for analysis, whose results shall be subsequently sent.

The cost of the analyses shall be borne by the Insured Person.

The service must be scheduled at least 24 hours in advance.

4. Mindfulness Session

Upon the Insured Person's request, the Assistance Service shall organise and bear the costs up to the Capital Limits set forth in the Policy of one Mindfulness session, focused on the following:

- Stress Management,
- Meditation,
- Guided relaxation,
- Burnout prevention.

This guarantee may be requested, upon booking, between 07.00 a.m. and 09.00 p.m., on business days, with a duration of approximately 60 minutes.

5. Health Coach

Upon the Insured Person's request, the Assistance Service shall organise and bear the costs up to the Capital Limits set forth in the Policy of one health coaching session.

This guarantee may be requested, upon booking, between 07.00 a.m. and 09.00 p.m., on business days, with a duration of approximately 50 minutes.

6. Counselling with a Personal Trainer

Upon the Insured Person's request, the Assistance Service shall organise and bear the costs up to the Capital Limits set forth in the Policy of one video consultation with qualified professionals for the creation of a physical training plan adjusted to the physical condition, age and goals of the Insured Person.

This guarantee may be requested between 07.00 a.m. and 09.00 p.m., on business days, with a duration of approximately 30 minutes.

7. Healthy eating workshop

Upon the Insured Person's request, the Assistance Service shall organise and bear the costs up to the Capital Limits set forth in the Policy of a healthy eating workshop, where recipes shall be provided.

This guarantee may be requested, upon booking, between 07.00 a.m. and 09.00 p.m., on business days, with a duration of approximately 50 minutes.

8. Psychological counselling

If the Insured Person is in distress and upon their request, the team of psychologists of the Assistance Service shall provide psychological guidance by telephone to the Insured Person, under the conditions compatible with the rules of the profession.

The counselling given is based on the elements provided by the Insured Person. Therefore, the Insurance Company cannot be held responsible for the interpretation of said counselling.

The liability regarding the counselling provided over the telephone is solely and exclusively limited to the liability arising from this kind of support in the voice-only situations it is performed.

This counselling does not replace hospital emergency services nor does it constitute in itself a medical consultation.

This guarantee may be requested between 09.00 a.m. and 07.00 p.m., on business days, with a duration of approximately 30 minutes.

9. Information on Occupational Safety

The Insurance Company/Assistance Service provides the Policy Holder with information on Occupational Safety.

For that purpose, besides sending contents on the subject regularly, an e-mail address shall be provided for clarification of doubts that may arise in the exercise of the Policy Holder's activity.

10. Dispatch of an OHS Professional to the insured establishment

The Insurance Company/Assistance Service guarantees the dispatch to the Holder's facilities of qualified professionals for the identification of Hazards and Assessment of Risks of the Facilities, and the consequent report thereon.

The cost of this service shall be borne by the Policy Holder.

11. Contingency plan in case of a Pandemic

The Insurance Company/Assistance Service provides the Policy Holder with a Plan of Contingency and Return to Work adjusted to the insured activity.

12. Advice on Personal Protective Equipment in case of a Pandemic

The Insurance Company/Assistance Service provides the Insured Person with advice on the choice of Personal Protective Equipment adjusted to the insured activity.

13. COVID 19 tests

The Insurance Company/Assistance Service performs and organises SARS COV2 serological and diagnostic tests.

The cost of this service shall be borne by the Policy Holder.

14. Occupational Health Services (access at agreed prices)

If underwritten by the Policy Holder, the following services may be provided:

- Identification, assessment and control of occupational risks;
- Workers' health monitoring, including the performance of admission, periodic and occasional medical examinations;
- Workers' health monitoring, including the performance of diagnostic supplementary tests;
- Workers' health monitoring, including administering vaccines (where appropriate);
- Workers' health monitoring, including the performance of specialist consultations (where appropriate);
- Registration of the workers' clinical data (individual medical file);
- Registration of the workers' aptitude for their function / job (Individual Aptitude Sheet);
- Organisation of the medical files of the Policy Holder's workers;
- Organisation of the workers' Aptitude Sheets files;
- Promotion of occupational health through activities that focus on healthy and safe working practices, as well as on the strengthening of healthy lifestyles;
- Supervision of occupational health and safety conditions (facilities, equipment and work tools, and safety signalling);
- Drafting a training and information programme on occupational health and safety, as well as including possible activities of consultation with workers' representatives regarding occupational health and safety;
- Collection, organisation and communications of the information necessary for mandatory notifications and reporting;
- Indication of measures, proposals and corrective recommendations concerning situations critical for the workers' health;
- Indication (where appropriate) of the specific surveillance over the most vulnerable group of workers (e.g. pregnant, puerperal or breastfeeding women, minors, workers with limited capacity for work due to chronic illness or disability and others).

15. Occupational Safety Services (access at agreed prices)

If underwritten by the Policy Holder, the following Safety services may be provided:

- Planning prevention, including at all levels and for all the company's activities, risk assessment and preventive measures associated therewith;
- Conducting a risk assessment, preparing the respective reports;
- Preparing the occupational risk prevention plan, as well as detailed prevention and protection plans required by specific legislation;
- Cooperating in the design of work places, methods and organisation, as well as in the selection and maintenance of work equipment;

- Taking part in the preparation of the internal emergency plan (verification of the requirements of the Emergency Response Organisation), including specific plans for fire control, evacuation of facilities and first aid;
- Monitoring the installation and maintenance of safety signalling;
- Coordinating the measures to be taken in case of serious and imminent danger;
- Monitoring the working conditions of workers in more vulnerable situations;
- Creating and developing the information programme for the promotion of occupational health and safety, promoting the integration of preventive measures into the company's information and communication systems;
- Creating and developing the training programme for the promotion of occupational health and safety;
- Supporting the activities of information and consultation with workers' representatives regarding occupational health and safety or, in their absence, directly with the workers;
- Ensuring or monitoring the execution of preventive measures, promoting their efficiency and operationality;
- Organising the information necessary for mandatory notifications;
- Preparing mandatory reports in case of occupational injuries or illnesses;
- Analysing the causes of occupational injuries or of the occurrence of occupational illnesses, preparing the respective reports.

Clause 6 – Capital Limits

Applicable limits per Claim:

Online Medical Appointment

Maximum compensation amount: Unlimited

Delivery of Pharmaceuticals to the Place of Work

Maximum compensation amount:

Transport: Unlimited

Cost of pharmaceuticals borne by the Policy Holder.

Collection of Analyses/Tests at the Place of Work

1 Collection / Annuity of the Policy

Additional collections are borne by the Insured Person

Mindfulness Session

Maximum compensation amount: 1 service / Annuity

Additional services: EUR 60/ hour (reference average price)

Health Coach

Maximum compensation amount: 1 service / Annuity

Additional services: EUR 20/ consultation (reference average price)

Counselling with a Personal Trainer

Maximum compensation amount: 1 service / Annuity

Additional services: EUR 20/ consultation (reference average price)

Healthy eating workshop

Maximum compensation amount: 1 consultation / Annuity

Additional services: EUR 25/ consultation (reference average price)

Psychological counselling

Maximum compensation amount: 1 counselling session / Annuity

Additional services: EUR 30/ hour (reference average price)

Information on Occupational Safety

Maximum compensation amount: Unlimited

Dispatch of an OHS Professional to the insured establishment

Access at agreed prices: Unlimited

The cost of this service shall be borne by the Policy Holder.

Contingency plan in case of a Pandemic

Maximum amount:

1 contingency plan / Annuity of the Policy

Advice on Personal Protective Equipment in case of a Pandemic

Maximum amount: Unlimited

COVID 19 tests

Maximum amount: Unlimited

The cost of this service shall be borne by the Policy Holder.

The Insurance Company/Assistance Service performs and organises the serological and diagnostic tests for the pandemic disease.

Occupational Health Services

Access at agreed prices

Occupational Safety Services

Access at agreed prices

Clause 7 – Specific Exclusions

1. **Apart from the exclusions provided for in Clause 6 of the General Conditions of the Policy, excluding paragraph 1(a)(b), the following shall also be excluded from the scope of the guarantees indicated in Article 5(1)-(8) of this Special Condition:**
 - a) **Occupational injuries and illnesses arising from occupational injuries;**
 - b) **Claims occurred outside the period of validity or cover of the Policy;**
 - c) **Claims and their consequences, caused by actions or omissions on the part of the Insured Person of criminal, fraudulent or grossly negligent nature;**
 - d) **Claims caused by natural disasters, such as earthquakes, volcanic eruptions, flooding, seaquakes, and any other similar events, and also fall of lightning;**
 - e) **Claims caused by explosive or incendiary devices;**
 - f) **Epidemics, pandemics and situations of infectious/contagious diseases involving danger to public health, according to WHO guidelines;**
 - g) **Claims directly or indirectly derived from the disintegration or fusion of nuclei of atoms, particle acceleration and radioactivity;**
3. **The Insurance Company is not obligated to underwrite any cover, nor shall it be liable to pay any claim compensation or to provide any other benefit under the terms of this insurance contract, to the extent that such underwriting, payment of claim compensation or provision of any benefit would expose the Insurance Company to any sanction, prohibition or restriction under the United Nations Resolutions, or any other economic or trade sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America, if applicable in the Portuguese legal system.**

Clause 8 – Procedures in case of a Claim

1. In case of a Claim, and without prejudice to the obligations specifically provided for in the applicable Special Conditions, it is indispensable to the operation of the guarantees of this Special Condition that the Policy Holder or the Insured Person:
 - a) Contact the Insurance Company immediately, describing the occurrence and providing all information necessary for the operation of the guarantee in question, explaining the circumstances of the Claim, any causes and consequences thereof;

Contact details:

Telephone: (+351) 217 252 312 (domestic landline call charge)

E-mail: medicos-assistencia@europ-assistance.pt
 - b) Follow the instructions of the Insurance Company/Assistance Service and take all necessary and possible measures to prevent the consequences of the Claim from aggravating;
 - c) Comply, at any time, with the requests for information and documentation made by the Assistance Service/Insurance Company, by promptly sending all the elements required for the progress of the process;
 - d) Collect and provide to the Insurance Company the elements relevant for the enforcement of third-party liability, where appropriate.
2. **Failure to comply with the duties in the previous paragraphs shall give rise to the reduction of the benefits by the Insurance Company taking into account the damage that the non-compliance with the duties in this article has caused.**
3. **Fraudulent non-compliance or faulty compliance with the duties mentioned in this article, that have caused losses and damages to the Insurance Company, shall give rise to the loss of the cover.**
4. **The Insured Person carries the burden of proof on the truthfulness of the reported Claim, and the Insurance Company may request from the Insured Person all appropriate means of evidence at their disposal.**

Clause 9 – Material Impossibility

1. **This Policy does not cover the costs or the reimbursement of expenses incurred by the Insured Person with assistance benefits that have not been previously requested to the Insurance Company, or that have been provided without the previous consent thereof, except in cases of force majeure or of proven material impossibility to make the request.**
2. **The processing of any reimbursement by the Insurance Company is limited to the submission by the Insured Person of the original documentation supporting the costs incurred.**

Clause 10 – Expiry

Without prejudice to the provisions in the previous paragraph, regarding each Insured Person, the covers of this contract cease to be effective and expire on the following cases:

- a) Termination of the bond between the Policy Holder and the Insured Person that has determined the accession to the Policy, in case of a Workers' Compensation insurance for employees;
- b) Change of the Insured Person's domicile to a place out of Portugal;
- c) The Insured Person starts working abroad on a regular basis.

Clause 11 – Subrogation

1. If the Insurance Company has paid the compensation or organised the services provided for in the Policy, it is subrogated, according to the amount paid or to the costs incurred with the organised services, to the rights of the Insured Person against the third party responsible for the claim.
2. The Policy Holder, or the Insured Person, is liable, up to the limit of the compensation paid by the Insurance Company or of the cost of the services organised by the Insurance Company, for any acts or omissions that compromise the rights provided for in the previous paragraph.

Clause 12 – Duty to Provide Information

1. **It is the Policy Holder's responsibility to inform the Insured Persons about the underwritten covers and their exclusions, obligations and rights in case of a claim, as well as about any amendments to the contract, in compliance with this document.**
2. **It is the Policy Holder's responsibility to prove that it has provided the information referred to in the previous paragraph.**
3. **The Policy Holder must inform the Insured Person about the cessation of the cover due to the termination of the insurance contract.**
4. **The information provided for in the previous paragraph is to be made 30 days in advance in case of revocation or rescission of the contract.**
5. **If said information is not given 30 days in advance due to a fact ascribable to the Policy Holder, the Policy Holder is held liable for any damages arising therefrom.**
6. **In case of exclusion of the Insured Person or of termination of the insurance contract, the Insured Person loses the right to the underlying cover.**
7. **The Policy Holder must provide the Insured Person with all the information an individual policy holder would be entitled to in similar circumstances.**
8. **The Policy Holder is liable towards the Insurance Company for damages arising from the lack of or tardiness in the submission of documents containing information which is essential for the risk assessment.**

SPECIAL CONDITION 08

SMART WORKING

Clause 1 - Definitions

For the purpose of this Special Condition and except where expressly indicated otherwise, the following terms and expressions shall have the meanings set forth below:

- a) **Accident:** Event caused by a sudden, external, fortuitous, unforeseeable cause, beyond the control of the Insured Person, giving rise to physical injuries, temporary or permanent disability, which are clinically and objectively verifiable, or also death;
- b) **Family Household:** The spouse or the person living with the Insured Person under common law marriage and the in-laws of the Insured Person who live with them;
- c) **Ascendant:** 1st degree relatives of the Insured Person;
- d) **Descendant:** Children, step-children and adopted children who live with the Insured Person;
- e) **Illness:** Sudden, involuntary and unpredictable change of the state of health, contrary to the will of the Insured Person, whose diagnosis is acknowledged and attested by a legally authorised practicing doctor.
- f) **Domicile:** The place where the Insured Person has established their habitual residence, considered to be the place where the Insured Person habitually resides, with stability and continuity, and where their domestic economy is installed and organised. For the purpose of this Special Condition, the Insured Person must have established their Domicile in Portugal;
- g) **Capital Limits:** The maximum amounts set forth in the Special Conditions, the Schedule or in a table of capitals attached thereto, applicable to the Claims covered by the Policy;
- h) **Insurance Company:** Generali Seguros, S.A.;
- i) **Assistance Service:** Europ Assistance, S.A. – Sucursal em Portugal, with registered office at Av. Columbano Bordalo Pinheiro, 75 – 10.º andar – 1070-061 Lisbon, registered at the Companies' Register Office under the single registration and tax identification number 980 667 976, a branch of Europ Assistance, S.A., Insurance Company with registered office at 1 Promenade de la Bonnette – 92230 Gennevilliers, France, company registered in Nanterre under number RCS 451 366 405, with a share capital of EUR 46,926,941.00, governed by the provisions in the French Insurance Code - an entity that organises and provides, for the account of the Insurance Company and on behalf of the Insured Persons, the provision of assistance services provided for in the Policy.
- j) **Insured or Insured Person:** The natural person who has, by means of an employment contract, an employment relationship with the Policy Holder and in whose interest the insurance contract is entered into, in favour of whom the underwritten guarantees must be provided, according to this Policy. In this Policy, only those who have established their domicile in Portugal are eligible as Insured Persons;
- k) **Claim:** Event caused by a sudden, external, fortuitous, unforeseeable cause, beyond the control of the Insured Person, which results as a direct consequence in a situation of distress giving rise to the need to receive assistance and immediate help and/or susceptible of triggering the guarantees of the Policy. The event or series of events arising from the same cause are considered to be one single claim.

Clause 2 - Scope of the Special Condition

This Special Condition consists of the **Smart Working** Cover, described in Section I, and of the assistance covers included in Section II, referred to as **Smart Working Assistance**.

SECTION I – SMART WORKING

Clause 3 - Object

1. In this Section of this Special Condition, it is hereby determined that the workplace and work period of the worker may be flexible, not being limited to the facilities of the Insured/Employer, to the worker's place of residence or to a fixed schedule.
2. The workplace and work period flexibility must necessarily be compatible with the profession and duties performed by the insured worker.
3. The terms of the workplace and work period flexibility are those in force at the date of the accident and must be mentioned in the Teleworking Agreement, under the terms and with the content provided for by law, entered into between the Policy Holder and the employer and the insured worker or in a collective labour agreement.
4. Any amendments to the workplace or work schedule flexibility shall be considered as part and parcel of the agreement.
5. Where the duration of the provision of work is longer than the work period provided for in the employment contract, the insured remunerations to be communicated by the Policy Holder to the Insurance Company must compulsorily include this extra work.
6. Except where otherwise agreed upon between the Policy Holder and the Insurance Company, this condition is only applicable to work physically performed in Portugal and does not exempt the employer or the worker from their legal responsibilities, namely the observance of safety regulations.
7. The provision of any assistance service provided for in the complementary covers of this Special Condition does not imply nor may it be construed as an assumption of liability by the Insurance Company regarding the covers of the compulsory insurance in case of an occupational injury.

Clause 4 - Exclusions

1. **The exclusions mentioned in Clause 6 of the General Conditions of the policy are applicable to the cover provided for in the previous Clause.**
2. **Any accidents within the scope of the family and private lives of the insured persons, as well as accidents arising from the non-compliance with safety regulations concerning the status and conditions of the authorised places, beyond the employer's control, are also excluded.**

SECTION II – SMART WORKING ASSISTANCE

Clause 5 - Object

If underwritten, the Assistance Service guarantees to the Insured Person the assistance benefits provided for in this Section of this Special Condition.

Clause 6 - Territorial scope

The covers of this section are valid in Portugal.

Clause 7 - Exclusions

Notwithstanding the exclusions provided for in the applicable Special Conditions, the following shall always be excluded under this Policy:

- a) **Claims that have occurred previously to the underwriting of the Policy, even if their consequences have extended or manifested thereafter;**
- b) **Claims occurred outside the period of validity or cover of the Policy;**
- c) **Claims and their consequences, caused by actions or omissions on the part of the Insured of criminal, fraudulent or grossly negligent nature;**
- d) **Claims and their consequences caused by suicide or attempt thereof and self-inflicted injuries by the Insured;**
- e) **Acts or omissions by the Insured Person performed under the influence of psychotropic substances, narcotics or non-prescribed drugs, as well as under the influence of alcohol - blood alcohol level higher than 0.5 grams per litre - or also in case the Insured Person refuses to submit to blood alcohol or drug tests;**
- f) **Claims occurred while the vehicle is being driven by a person not legally qualified for the purpose or with a suspended licence;**
- g) **Claims caused by natural disasters, such as earthquakes, volcanic eruptions, flooding, seaquakes, and any other similar events, and also fall of lightning;**
- h) **Claims arising from war, be it declared or not, hostilities between foreign nations, sabotage, rebellion, revolution, acts of terrorism, riots, insurrection, labour disturbances, strikes, lockouts, acts of vandalism, martial law, civil or military uprising and other similar public disturbances and phenomena;**
- i) **Claims caused by explosive or incendiary devices;**
- j) **Claims directly or indirectly derived from the disintegration or fusion of nuclei of atoms, pClause acceleration and radioactivity;**
- k) **Epidemics, pandemics and situations of infectious/contagious diseases involving danger to public health, according to WHO guidelines;**
- l) **Claims and damages not proven by the Insurance Company.**

Clause 8 - Procedures in case of a claim

1. In case of a Claim, and without prejudice to the obligations specifically provided for in the applicable Special Conditions, it is an indispensable condition for the functioning of the guarantees of this contract that the Policy Holder or the Insured Person:
 - a) Contact the Assistance Service immediately, through number +351 217 252 312 (local fixed-network call, depending on the tariff plan contracted between the customer and their telecommunications operator) describing the occurrence and providing all information necessary for the operation of the guarantee in question, explaining the circumstances of the Claim, any causes and consequences thereof;
 - b) Follow the instructions of the Assistance Service and take all necessary and possible steps to prevent the consequences of the Claim from aggravating;
 - c) Obtain the Assistance Service's consent before bearing any costs or expenses;
 - d) Comply, at any time, with the requests for information and documentation made by the Assistance Service/Insurance Company, by promptly sending all the elements required for the progress of the process;
 - e) Collect and provide to the Assistance Service the elements relevant for the enforcement of third-party liability, where appropriate.
2. Failure to comply with the duties set forth in the previous paragraphs shall give rise to the reduction of the benefits by the Assistance Service taking into account the damage that the non-compliance with the duties set forth in this Clause has caused.
3. Fraudulent non-compliance or faulty compliance with the duties mentioned in this Clause, that have caused losses and damages to the Assistance Service, shall give rise to the loss of the cover.
4. The Insured Person carries the burden of proof on the truthfulness of the reported Claim, and the Insurance Company/Assistance Service may request from the Insured Person all appropriate means of evidence at their disposal.

Clause 9 - Material Impossibility

1. This Section of this Special Condition does not cover the costs or the reimbursement of expenses incurred by the Insured with assistance benefits that have not been previously requested to the Assistance Service, or that have been provided without the previous consent thereof, except in cases of force majeure or of proven material impossibility to make the request.
2. This Section of this Special Condition does not cover situations where a state of emergency, confinement or sanitary barrier has been instated, if such situations make it materially impossible to provide the underwritten guarantees.
3. If it is not possible for the Assistance service to provide the benefits due within the defined territorial scope, the Assistance Service shall reimburse the costs incurred by the Insured Person, within the limits set forth in this Policy and the applicable guarantees.
4. The processing of any reimbursement by the Assistance Service is limited to the submission by the Insured Person of the original documentation supporting the costs incurred.

Clause 10 - Medical team of the Assistance Service

1. Within the scope of Claim settlement under covers that involve the provision of medical assistance, healthcare, transport of claimants, the decisions of the Assistance Service shall always take into consideration the opinion of the respective medical team, which shall prevail over any others, concerning the choice of procedures to be followed and the selection of means of transport.
2. Under penalty of exclusion of the covers of the Policy or of impossibility for the Assistance Service to settle the reported claims, the Insured must authorise and guarantee to the Assistance Service's medical team availability and access to their medical data.
3. The provision of the guarantees requiring the processing of health data may only be carried out upon the express consent of the Insured Person for the purpose. If consent is not granted, the covers shall not be provided.

Clause 11 - Salvage and Loss of Cover

1. In case of a Claim, the Policy Holder or the Insured Person must use the means within their reach to prevent or mitigate damages.
2. Failure to comply with the duty in the previous paragraph shall give rise to the reduction of the benefit by the Assistance Service, taking into account the damage caused by the non-compliance with the duty established in the present Clause.
3. The Policy Holder or the Insured Person lose their right to the benefits of this contract if they:
 - a) Aggravate, willingly or intentionally, the consequences of the claim;
 - b) Use fraud, simulation or any other fraudulent devices, as well as false documents, to justify the report of the Claim.

Clause 12 - Expiry

Without prejudice to the provisions in the previous Clause, regarding each Insured Person, the covers of this contract cease to be effective and expire on the following cases:

- a) Termination of the bond between the Policy Holder and the Insured that has determined the inclusion in the Policy;
- b) Change of the Insured Person's domicile to a place out of Portugal;
- c) The Insured Person starts working abroad on a regular basis;
- d) The Insured Person's absence from Portugal for more than 60 consecutive days.

Clause 13 - Duty to Provide Information

1. It is the Policy Holder's duty to inform the Insured Persons about the underwritten covers and their exclusions, obligations and rights in case of a claim, as well as about any amendments to the contract, in compliance with this document.
2. It is the Policy Holder's responsibility to prove that it has provided the information referred to in the previous paragraph.

3. The Policy Holder must inform the Insured about the extinction of the cover due to the termination of the insurance contract.
4. The communication provided for in the previous paragraph is to be made 30 days in advance in case of revocation or termination of the contract.
5. If said communication is not made 30 days in advance due to a fact ascribable to the Policy Holder, the Policy Holder or the Insured are held liable for any damages arising therefrom.
6. In case of exclusion of the Insured Person or of termination of the insurance contract, the Insured Person loses the right to the underlying cover.
7. The Policy Holder must provide the Insured with all the information an individual policy holder would be entitled to in similar circumstances. Therefore, it is the Insured's responsibility to equally and identically provide the other insured persons with all the information an individual policy holder would be entitled to in similar circumstances.
8. The Policy Holder or the Insured are liable towards the Insurance Company for damages arising from the lack of or tardiness in the submission of documents containing information which is essential to risk assessment.

Clause 14. –Assistance Covers

A - GUARANTEES

The Assistance Service shall provide to the Insured Person, up to the Capital Limits set forth in the Policy, the following guarantees:

1. Dispatch of Technicians

Following a Claim and upon the Insured Person's request, the Assistance Service guarantees, up to the Capital Limit set forth in the Policy, the dispatch to the Domicile of qualified professionals to contain and repair the type of damage in question.

The cost of labour, materials used and further travel expenses shall be borne by the Insured Person.

Operation of the guarantee Dispatch of Professionals to the Domicile:

24-hour services: plumbers, drain cleaners, electricians and locksmiths.

Daytime services: masons, carpenters, painters, plasterers, carpet installers, shutter installers, TV technicians, home appliance repairers and alarm technicians.

In case of emergency, the Insured Person may request the intervention of the Assistance Service 24/7, including weekends and holidays. In cases not considered as urgent, the service should preferably be requested from Monday through Friday, between 09.00 a.m. and 06.00 p.m..

Repairs performed by the dispatched professionals include a 3 (three)-month warranty.

The minimum cost borne by the Insured Person shall always correspond to one hour of labour, after which it may be fractioned into 30 (thirty)-minute periods.

The Assistance Service shall not be held liable for delays or non-compliances due to force majeure or to administrative or political constraints.

The Assistance Service reserves the right to verify the consequences of a claim, whenever it sees fit, by dispatching a professional on site.

2. Remote IT Assistance to IT equipment belonging to the Policy Holder

Following a Claim and upon the Insured Person's request, the Assistance Service guarantees access to a qualified technician, via telephone or chat, to reboot operating systems or other duly registered and authorised software in case of breakdown, and to install specific software if the Assistance Service deems it convenient.

The aforementioned guarantee applies to the following operating systems: Microsoft, Mac, Linux and Android.

In order to carry out the aforementioned tasks, the CD-ROM with the original software of the device shall be necessary, or in some cases the assistance service may be able to download it from the Internet, provided that the Insured Person possesses the respective licence.

Before providing remote IT assistance, the Insured Person must perform a backup copy of all the data, software or other files stored in the hard drive of their personal computer.

3. IT equipment rental

Following a Claim giving rise to breakdown, loss, theft or impossibility to access the computer belonging to the Policy Holder and upon the Insured Person's request, the Assistance Service shall provide for the rental of a laptop for a period of 30 days.

The laptop to be provided shall have the following specifications:

- i3 or i5 processor;
- 4 or 6 GB RAM
- 240 GB hard drive (minimum)
- Updated Windows operating system

The Insured Person shall be held liable for any damage caused to the laptop computer during the rental period.

4. Courier service

Upon the Insured Person's request, the Assistance Service shall provide for a courier service to collect and deliver documents and packages up to the Capital Limits set forth in the Policy.

5. Remote IT Assistance to personal IT equipment

Following a Claim involving the IT equipment used by the Descendant for school activities and upon the Insured Person's request, the Assistance Service guarantees to the Insured Person access to a qualified technician, via telephone or chat, to reboot operating systems or other duly registered and authorised software in case of breakdown, and to install specific software if the Assistance Service deems it convenient.

The aforementioned guarantee applies to the following operating systems: Microsoft, Mac, and Linux.

In order to carry out the aforementioned tasks, the CD-ROM with the original software of the device shall be necessary, or in some cases the assistance service may be able to download it from the Internet, provided that the Insured Person possesses the respective licence.

Before providing remote IT assistance, the Insured Person must perform a backup copy of all the data, software or other files stored in the hard drive of their personal computer.

6. Rental of IT equipment for the school-age Descendant

Following a Claim giving rise to breakdown, loss, theft or impossibility to access the computer belonging to the Insured Person, used by the Descendant, and upon the Insured Person's request, the Assistance Service shall provide for the rental of a laptop for a period of 30 days.

The laptop to be provided shall have the following specifications:

- i3 or i5 processor;
- 4 or 6 GB RAM
- 240 GB hard drive (minimum)
- Updated Windows operating system

The Insured Person shall be held liable for any damage caused to the laptop computer during the rental period.

7. Tutoring and/or after-school activities

In case of disability of the Descendant due to Accident or Illness preventing them to attend the classes provided for in the school calendar or their after-school activities, the Assistance Service shall guarantee, upon the Insured Person's request, that a professional qualified for the purpose be sent to the Domicile, up to the Capital Limits set forth in the Policy.

The tutoring may also be provided by digital means, whenever possible.

8. Transport to/from school or the activities centre

In case of a Claim and upon the Insured Person's request, the Assistance Service shall provide, up to the Capital Limit set forth in the Policy, for the transport of the Descendant from the Domicile to school (and back) or from the domicile to an after-school activities centre (and back), provided that they are duly accompanied by a designated adult.

9. Dispatch of a Veterinarian to the Domicile

In case of emergency, the Assistance Service shall bear the costs with the dispatch of a veterinarian to the Domicile of the Insured Person owning a pet, for consultation and advice as to the procedure to follow.

The cost with the consultation, any treatments and medication shall be borne by the Insured Person.

10. Dispatch of a Doctor to the Domicile

Following a Claim, the Assistance Service guarantees the dispatch of a general practitioner to the residence of the Ascendant or of the Insured Person for consultation and possible advice as to the procedure to follow.

The value of the service includes a copayment in the amount of EUR 30, to be paid by the Insured Person.

11. Home delivery of medication

Following a Claim and upon medical prescription, the Assistance Service provides for the delivery of medication to the domicile of the Ascendant or of the Insured Person, the cost of which shall be born by the latter.

The transport of the medication shall be borne by the Assistance Service.

12. Domestic help

In case of disability of the Ascendant, living with or depending from the Insured Person, due to Accident or Illness, upon medical prescription, the Assistance Service shall provide for and bear the costs, up to the Capital Limits set forth in the Policy, with domestic help for the Ascendants or members of the Family Household of the Insured Person that are usually at the Insured Person's care.

13. Easylife

Upon request, the Assistance Service shall provide the Insured Person with access to the following services, at agreed prices:

- Laundry, ironing, seam and shoe repair services;
- Rent-a-car;
- IT equipment rental;
- Transport service for people and goods;
- Baby-Sitting, tutoring or after-school activities;
- Pet-Sitting;
- Cleaning services.

14. Booking and Information Service

Upon the Insured Person's request, the Assistance Service shall provide for the following services:

- Booking of hotels and restaurants;
- Reservation of tickets for events;
- Reservation of golf courses;
- Weather information;
- Share price information.

B - CAPITAL LIMITS

Dispatch of Technicians

Maximum compensation amount:

To be borne by the Assistance Service: Dispatch - Unlimited

To be borne by the Insured Person: labour and materials.

Remote IT Assistance to IT equipment belonging to the Policy Holder

Maximum compensation amount:

5 hours / annuity

Additional services: EUR 20 + VAT (reference average price for 1 hour)

IT equipment rental

Maximum compensation amount:

1 rental / annuity in case of theft, breakdown

Additional services: EUR 65 + VAT (reference average price for 1 month)

Courier service

Maximum compensation amount:

3 services / annuity

Additional services: EUR 15 + VAT (reference average price)

Remote IT Assistance to personal IT equipment

Maximum compensation amount:

1 hour / annuity

Additional hours to be borne by the Insured Person

Additional services: EUR 20 + VAT (reference average price for 1 hour)

Rental of IT equipment for the school-age Descendant

Maximum compensation amount:

1 rental / annuity

Additional services: EUR 65 + VAT (reference average price for 1 month)

Tutoring and/or after-school activities

Maximum compensation amount:

3 hours / annuity

Transport to/from school or the activities centre

Access to the Service: Unlimited

Dispatch of a Veterinarian to the Domicile

Maximum compensation amount:

To be borne by the Assistance Service: Travel - Unlimited

To be borne by the Insured Person: Consultation

Dispatch of a Doctor to the Domicile

Access to the Service: Unlimited

Copayment to be borne by the Insured Person: EUR 30

Home delivery of medication

Maximum compensation amount:

Transport to be borne by the Assistance Service

Domestic help

Maximum compensation amount:

Travel: Unlimited

Easylife

Access to the Service: Unlimited

Booking and Information Service

Access to the Service: Unlimited

Remark: For the purposes of article 37 of the Legal Framework of the Insurance Contract (Executive-law 72/2008, of 16 April 2008) we call your attention for the importance of the text in bold.



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GLOSSARY

This is the correspondence between the definitions in Portuguese and English, for a better understanding of this Contract

ENGLISH → PORTUGUESE	
CLINICAL CURE	CURA CLÍNICA
EMPLOYEE	TRABALHADOR POR CONTA DE OUTREM
INSURANCE COMPANY	SEGURADOR
INSURED PERSON	SEGURADO
PLACE OF WORK	LOCAL DE TRABALHO
POLICY	APÓLICE
POLICYHOLDER	TOMADOR DO SEGURO
PREVENTION	PREVENÇÃO
PRODUCTION UNIT	UNIDADE PRODUTIVA
SITUATIONS OF PROFESSIONAL TRAINING	SITUAÇÕES DE FORMAÇÃO PROFISSIONAL
VICTIM	SINISTRADO
WORK TIME	TEMPO DE TRABALHO

PORTUGUESE → ENGLISH

APÓLICE	POLICY
CURA CLÍNICA	CLINICAL CURE
LOCAL DE TRABALHO	PLACE OF WORK
PREVENÇÃO	PREVENTION
SEGURADO	INSURED PERSON
SEGURADOR	INSURANCE COMPANY
SINISTRADO	VICTIM
SITUAÇÕES DE FORMAÇÃO	SITUATIONS OF PROFESSIONAL TRAINING
TEMPO DE TRABALHO	WORK TIME
TOMADOR DO SEGURO	POLICYHOLDER
TRABALHADOR POR CONTA DE OUTREM	EMPLOYEE
UNIDADE PRODUTIVA	PRODUCTION UNIT