

# **YOLO! LIFE INSURANCE**

# General and Special Conditions of the Policy

Customer Service: 210 042 490 / 226 089 290 Personalized customer service on weekdays from 8:30 am to 6 pm

www.ocidental.pt

**OCIDENTAL** GRUPO

#### INDEX

#### **General Conditions**

- 06 ARTICLE 1 DEFINITIONS
- 06 ARTICLE 2 RISK DECLARATION
- 07 ARTICLE 3 OBJECT
- 07 ARTICLE 4 COMMENCEMENT DATE AND EFFECT
- 07 ARTICLE 5 UNDISPUTABILITY
- 08 ARTICLE 6 SUBSCRIPTION CONDITIONS
- 08 ARTICLE 7 EXCLUSIONS
- 09 ARTICLE 8 BENEFICIARIES
- 09 ARTICLE 9 TERMINATION OF COVERAGE FOR EACH INSURED PERSON
- 10 ARTICLE 10 AGGRAVATION OF RISK
- 10 ARTICLE 11 AGE RECTIFICATION
- 10 ARTICLE 12 CALCULATION OF THE PREMIUM
- 10 ARTICLE 13 PAYMENT OF THE PREMIUM
- 11 ARTICLE 14 FAILURE TO PAY THE PREMIUM
- 11 ARTICLE 15 VERIFICATION OF THE CLAIM AND PAYMENT OF INSURED AMOUNTS
- 12 ARTICLE 16 TERMINATION OF CONTRACT
- 12 ARTICLE 17 PROFIT SHARING
- 12 ARTICLE 18 AUTONOMOUS INVESTMENT
- 12 ARTICLE 19 TRANSFERABILITY
- 12 ARTICLE 20 COMMUNICATIONS AND RESIDENCE
- 13 ARTICLE 21 FREE TERMINATION
- 13 ARTICLE 22 TAX REGIME
- 13 ARTICLE 23 APPLICABLE LAW, COMPLAINTS AND ARBITRATION
- 13 ARTICLE 24 VENUE
- 13 ARTICLE 25 SOLVENCY AND FINANCIAL CONDITION REPORT

#### **Special Conditions – YOLO!**

- 14 ARTICLE 1 INSURABLE GROUP
- 14 ARTICLE 2 INSURED PERSONS
- 14 ARTICLE 3 COVERAGE START
- 14 ARTICLE 4 WARRANTIES
- 15 ARTICLE 5 LIFE EVENTS
- 16 ARTICLE 6 TERMINATION OF WARRANTIES
- 16 ARTICLE 7 CONTRACT EFFECT
- 16 ARTICLE 8 PAYMENT OF THE PREMIUM
- 17 ARTICLE 9 AGGRAVATION OF RISK

Page 2/ 56

#### Special Conditions – YOLO! Additional Coverage – Death by Accident

- 18 ARTICLE 1 DEFINITIONS
- 18 ARTICLE 2 COVERAGE OBJECT
- 18 ARTICLE 3 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 18 ARTICLE 4 BENEFICIARIES
- 18 ARTICLE 5 TERMINATION OF WARRANTIES
- 19 ARTICLE 6 EXCLUSIONS
- 19 ARTICLE 7 PAYMENT OF THE PREMIUM
- 19 ARTICLE 8 MISCELLANEOUS

#### **Special Conditions – YOLO!**

#### Additional Coverage – Total and Permanent Disability

- 20 ARTICLE 1 DEFINITIONS
- 20 ARTICLE 2 COVERAGE OBJECT
- 20 ARTICLE 3 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 21 ARTICLE 4 BENEFICIARIES
- 21 ARTICLE 5 TERMINATION OF WARRANTIES
- 21 ARTICLE 6 EXCLUSIONS
- 22 ARTICLE 7 PAYMENT OF THE PREMIUM
- 22 ARTICLE 8 MISCELLANEOUS

#### **Special Conditions – YOLO!**

#### Additional Coverage– Total and Permanent Disability due to Accident

- 23 ARTICLE 1 DEFINITIONS
- 23 ARTICLE 2 COVERAGE OBJECT
- 23 ARTICLE 3 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 24 ARTICLE 4 BENEFICIARIES
- 24 ARTICLE 5 TERMINATION OF WARRANTIES
- 24 ARTICLE 6 EXCLUSIONS
- 25 ARTICLE 7 PAYMENT OF THE PREMIUM
- 25 ARTICLE 8 MISCELLANEOUS

#### Special Conditions – YOLO! Additional Coverage – Dependence

- 26 ARTICLE 1 DEFINITIONS
- 26 ARTICLE 2 COVERAGE OBJECT
- 27 ARTICLE 3 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 28 ARTICLE 4 BENEFICIARIES
- 28 ARTICLE 5 TERMINATION OF WARRANTIES
- 28 ARTICLE 6 EXCLUSIONS
- 29 ARTICLE 7 PAYMENT OF THE PREMIUM
- 29 ARTICLE 8 MISCELLANEOUS

Page 3/ 56

#### Special Conditions – YOLO! Additional Coverage – 27 Critical Illnesses

- 30 ARTICLE 1 DEFINITIONS
- 30 ARTICLE 2 COVERAGE OBJECT
- 30 ARTICLE 3 CRITICAL ILLNESSES
- 39 ARTICLE 4 EXCLUSIONS
- 39 ARTICLE 5 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 40 ARTICLE 6 BENEFICIARIES
- 40 ARTICLE 7 TERMINATION OF WARRANTIES
- 41 ARTICLE 8 PAYMENT OF THE PREMIUM
- 41 ARTICLE 9 MISCELLANEOUS

#### Special Conditions – YOLO! Additional Coverage – 4 Critical Illnesses

- 42 ARTICLE 1 DEFINITIONS
- 42 ARTICLE 2 COVERAGE OBJECT
- 42 ARTICLE 3 CRITICAL ILLNESSES
- 45 ARTICLE 4 EXCLUSIONS
- 45 ARTICLE 5 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 46 ARTICLE 6 BENEFICIARIES
- 46 ARTICLE 7 TERMINATION OF WARRANTIES
- 47 ARTICLE 8 PAYMENT OF THE PREMIUM
- 47 ARTICLE 9 MISCELLANEOUS

#### Special Conditions – YOLO! Additional Coverage – Carcinoma In Situ (CIS)

- 48 ARTICLE 1 DEFINITIONS
- 48 ARTICLE 2 COVERAGE OBJECT
- 48 ARTICLE 3 EXCLUSIONS
- 49 ARTICLE 4 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 50 ARTICLE 5 BENEFICIARIES
- 50 ARTICLE 6 TERMINATION OF WARRANTIES
- 50 ARTICLE 7 PAYMENT OF THE PREMIUM
- 51 ARTICLE 8 MISCELLANEOUS

### Special Conditions – YOLO!

#### Additional Coverage – Invasive Cancer

52 ARTICLE 1 - DEFINITIONS

- 52 ARTICLE 2 COVERAGE OBJECT
- 53 ARTICLE 3 EXCLUSIONS
- 53 ARTICLE 4 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 54 ARTICLE 5 BENEFICIARIES
- 54 ARTICLE 6 TERMINATION OF WARRANTIES
- 55 ARTICLE 7 PAYMENT OF THE PREMIUM
- 55 ARTICLE 8 MISCELLANEOUS

#### Special Conditions – YOLO! Additional Coverage – Daily charge for inpatient/day services

- 56 ARTICLE 1 DEFINITIONS
- 56 ARTICLE 2 COVERAGE OBJECT
- 56 ARTICLE 3 EXCLUSIONS
- 57 ARTICLE 4 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 57 ARTICLE 5 BENEFICIARIES
- 57 ARTICLE 6 TERMINATION OF WARRANTIES
- 58 ARTICLE 7 PAYMENT OF THE PREMIUM
- 58 ARTICLE 8 MISCELLANEOUS

Special Conditions – YOLO! Additional Coverage – Funeral Allowance

- 59 ARTICLE 1 DEFINITIONS
- 59 ARTICLE 2 COVERAGE OBJECT
- 59 ARTICLE 3 JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES
- 59 ARTICLE 4 BENEFICIARIES
- 59 ARTICLE 5 TERMINATION OF WARRANTIES
- 59 ARTICLE 6 PAYMENT OF THE PREMIUM
- 59 ARTICLE 7 MISCELLANEOUS

#### YOLO! General Conditions

#### **ARTIGO 1º - DEFINITIONS**

**INSURER**: Ocidental - Companhia Portuguesa de Seguros de Vida, S.A., legally authorized to conduct insurance activity;

POLICYHOLDER: individual or company signing an insurance contract with the Insurer;

INSURANCE PROPOSAL: document that entitles the policyholder to take out an insurance contract under certain conditions;

**INSURABLE GROUP**: the group of people who, at each moment, maintain with the Policyholder the bond or common interest defined as a condition of eligibility in the Special Conditions, Specific Conditions or Individual Certificate;

INSURED PERSON: the person, member of the Insurable Group who has proposed to join and has been accepted by the Insurer for the purposes of guaranteeing the risks covered hereunder;

ACCESSION FORM: document that entitles the Insured Person to take out an insurance contract under certain conditions;

POLICY: the set of documents that comprise the insurance contract, of which the Insurance Proposal, Accession Forms and Medical Questionnaires, General Conditions, Special Conditions, Specific Conditions, Individual Certificates and all additional documents issued to complete or alter it are an integral part thereof;

**INSURED CAPITAL:** amount registered in the Individual Certificate as being due to the Beneficiary in case of verification of a risk that is covered by the insurance contract;

ACTUARIAL AGE: the age on the Insured Person's birthday closest to the date the insurance contract commences or is renewed;

INDIVIDUAL CERTIFICATE: the document issued by the Insurer proving the accession of each Insured Person to the insurance contract, namely mentioning the insured capital and the identification details of the Policyholder, the Insured Person and the Beneficiaries;

BENEFICIARY: individual or company to whom the insured capital reverts in the event of verification of a risk covered by the policy;

CONTRIBUTORY GROUP INSURANCE: Group insurance is said to be contributory when derived from a contract where the Insured Persons bear all or part of the payment of the amount corresponding to the premium due by the Policyholder;

NON-CONTRIBUTORY GROUP INSURANCE: Group Insurance is said to be non-contributory when the premium payment is borne by the Policyholder.

#### ARTIGO 2º - RISK DECLARATION

1 - The statements of the Policyholder and the Insured Person, provided in the Insurance Proposal and Accession Form, as well as in the Medical Questionnaires, if any, serve as a basis for this contract.

2 - Noncompliance by the Policyholder or the Insured Person with the duty to declare accurately

Page 6/ 56

all the circumstances that they know and reasonably should have as significant for the risk assessment, determines the nullity, amendment or termination of the contract or subscription policy, according to the situations and under the terms foreseen by law.

#### ARTIGO 3º - OBJECT

1 - The object of this contract is to cover the risk of death, designated as the main coverage, as well as the additional coverages contracted and contained in the respective Special Conditions, when mentioned in the Specific Conditions and Individual Certificates. The Insurer shall pay the insured capital in case of verification of the covered risks.

2 - This contract does not confer the right to redemption, transfer, advance or reduction.

3 - Unless otherwise agreed in the Special Conditions, Specific Conditions or Individual Certificate and notwithstanding the applicable legal and contractual exclusions, this contract has territorial restrictions regarding travel outside the European Union, with the exception of Switzerland, Norway, USA, Canada, Australia, New Zealand and Japan.

4 - Whenever the Insured Person or, in the case of non-contributory group insurance, the Policyholder intends to extend it to places other than those referred to in the previous paragraph, they shall, prior to the commencement of the trip, notify such fact to the Insurer, who may accept its extension under the conditions established for that purpose and upon payment of the respective surcharge.

5 - The Insurer shall not be liable for guaranteeing any coverage, making any payment or providing any other benefit hereunder to the extent that the warranty of this coverage, such a payment, the settlement of a claim or the provision of a benefit expose the Insurer to any sanction, prohibition or restriction imposed by a United Nations resolution or by commercial or economic sanctions, laws or regulations of the European Union, as long as they are applicable in the Portuguese legal system.

#### ARTIGO 4º - COMMENCEMENT DATE AND EFFECT

1 - The contract enters into effect at 00:00 am of the day immediately after the Insurer has accepted the risk assessment, except if another commencement date is hereby agreed.

2 - This contract is signed for a period of one year, unless another initial period is agreed in the Special or Specific Conditions. The contract can be extended successively, at the end of the established period, for extended periods of one year, notwithstanding the right to termination under the terms hereof.

3 - Subscription policies that do not start on the contract anniversary date shall be in force for the period until that date. After that, they shall be extended under the terms foreseen in the previous paragraph.

#### ARTIGO 5º - UNDISPUTABILITY

Except for additional accident and disability coverage, the Insurer cannot allege negligent omissions or inaccuracies in the initial risk assessment after two years have elapsed since the contract was signed.

Page 7/ 56

#### **ARTIGO 6º - SUBSCRIPTION CONDITIONS**

1 - All persons who are part of the Insurable Group defined in the Special Conditions, Specific Conditions or Individual Certificate may subscribe this contract.

2 - The Accession Form, duly completed and signed by the applicant for Insured Person, as well as the Medical Questionnaire, if any, serves as a basis for the assessment and acceptance of risk, and the Insurer reserves the right to demand, on its own account, other information regarding the applicant's health status.

3 - The Insured Person may require, at any time, access to medical data of any examinations performed.

4 - In addition to those items referred to in the previous paragraph, other information for risk assessment purposes may be required by the Insurer.

5 - Until the information requested under the terms of the preceding paragraphs has been assessed and until the end of the period legally set for this purpose, the Accession Form shall not be deemed accepted and the Insurer may postpone the decision one or more times, by means of a reasoned communication sent to the applicant for Insured Person.

6 - The overall risk assessment by the Insurer may result in the acceptance or refusal of subscription to the contract or acceptance through the payment of a surcharge, insured capital reduction or exclusion of coverage, in whole or in part.

7 - The refusal or acceptance of insurance with surcharge, insured capital reduction or exclusion of coverage will be communicated in writing to the Insured Person, within 30 days from the conclusion of the analysis of the respective individual risk.

8 - At the initiative of the Policyholder or the Insurer, the effects arising from the contract may be limited to those arising from the Individual Certificates that have already been issued and in force on a given date.

9 - In order to exercise the option mentioned in the previous paragraph, the interested party shall notify the other of its intention, by registered letter sent at least 30 days in advance in relation to the date on which it intends to take effect.

#### ARTIGO 7º - EXCLUSIONS

1 - Claims arising from the conditions listed below are not covered by this contract:

a) Pre-existing illness, such as any involuntary change in the Insured Person's health state, liable to objective medical verification, which has been the subject of a diagnosis or has been revealed on a date prior to the subscription to this contract, with a sufficient degree of evidence. This includes acceptance of a new coverage or the increase in the insured capital of the coverage. In the latter case, the exclusion shall only refer to the increase of coverage, except when there has been formal communication to, and acceptance by the Insurer, under the conditions that have been established for this purpose. Should any change occur in the Insured Person's health state between the date of subscription and the date of accession to this contract, such change shall be communicated to the Insurer so that the risk can be reassessed accordingly;

Page 8/ 56

- b) Insured Person's suicide, if it occurred up to two years after the start date of the subscription or the increase of the insured capital due to death. In the latter case, the exclusion shall only refer to the increase of coverage;
- c) criminal offense or misdemeanor committed by the Insured Person, the Policyholder or the Beneficiary, as such declared in a final sentence, even without actual conviction;
- warfare, whether or not the Insured Person is conscripted, terrorism or public order disturbances in the country of residence or elsewhere, even during temporary displacements;
- e) natural disasters;
- f) nuclear reactions and radioactive contamination;
- g) intentional act or voluntary mutilation, drunkenness or use of narcotic substances that have not been medically prescribed, considering that a person is in a state of drunkenness if they are found to have a blood alcohol level higher than 0.5 g/l;
- h) piloting or using an aircraft, except as a passenger on board commercial routes authorized by the European Commission;
- professional or extraprofessional activity that is manifestly dangerous, such as drag races in any type of vehicle, conducting the activity of firefighter or construction worker or use and handling of hazardous materials;
- j) temporary or permanent displacement to countries or regions where an epidemic occurs that is declared such by health authorities;
- k)
- I) professional practice of any sport or sporting events included in championships or respective training, as well as professional or amateur activities such as boxing, mountaineering, bullfighting, speleology, parachuting, hang gliding, paragliding, surfing, windsurfing and spearfishing.

2 - The coverages warranted by the policy may be extended to the cases provided for in paragraphs h) to k) of the preceding number, under the conditions established with the Insurer and upon prior payment of the respective surcharge.

#### **ARTIGO 8º - BENEFICIARIES**

1 - Unless otherwise provided in the Special or Specific Conditions, the Insured Person or, in the case of non-contributory group insurance, the Policyholder appoints the respective Beneficiary, and may at any time change the beneficiary clause. Such change shall take effect from the date on which the Insurer has received the corresponding written communication, which must be included in the additional minutes to the policy.

2 - The option to change the beneficiary clause ceases when the Beneficiary acquires the right to the insured capital.

3 - The beneficiary clause is irrevocable whenever there has been express acceptance of the benefit by the Beneficiary or express waiver by the Insured Person or Policyholder, when they have agreed to change it.

4 - Waiver by the Insured Person or the Policyholder to change the beneficiary clause, as well as acceptance by the Beneficiary depends on the effective written communication received by the Insurer.

5 - As the beneficiary clause is irrevocable, the prior written agreement of the Beneficiary will be necessary for the enforcement of any right arising from the contract or the option to modify the contractual conditions.

#### ARTIGO 9TH - TERMINATION OF COVERAGE FOR EACH INSURED PERSON

1 - Unless otherwise stated in the Special Conditions, Specific Conditions, or Individual Certificate, the coverages warranted under this contract shall cease for each Insured Person:

Page 9/ 56

- a) in case of termination of the contract or of the bond arising from the subscription, on the anniversary date of the policy, as long as it is communicated 30 days in advance;
- b) on the date of termination of the contract;
- c) on the date on which the Insured Person reaches the age limit established in the Special Conditions or Individual Certificate;
- d)on the date the Insured Person is excluded from group insurance in the event of termination of the relationship with the Policyholder;
- e) when, depending on what has been agreed, the Policyholder or the Insured Person fails to pay the premium to the Insurer on the date established for this purpose;
- f) when the Insured Person or the Beneficiary, with the former being aware of, commits fraudulent acts to the detriment of the Insurer or the Policyholder;
- g) in case of payment of the insured capital because the object of the contract has been attained.

2 - The Policyholder and the Insured Person undertake to notify the Insurer, within eight days, of the termination of the bond or common interest defined in the contract as a condition of eligibility.

#### ARTIGO 10° - AGGRAVATION OF RISK

1 - Regarding the contracted coverage, the Policyholder or the Insured Person undertake to notify the Insured Person in writing, within 14 days of their verification, of the occurrence of any circumstances or the exercise of any activities that may constitute an aggravation of risk, which do not arise from an aggravation of the Insured Person's health state, under penalty of termination of the contract or termination of the warranties in respect of one or more Insured Persons, pursuant to the law.

2 - After receiving the communication referred to in the preceding paragraph, the Insurer may opt, within 30 days, to maintain the coverage, by applying the respective surcharge, or by terminating it.

#### ARTIGO 11º - AGE RECTIFICATION

1 - In case of divergence, for more or less, between the declared and the actual age of the Insured Person, either the Insured Person's benefit shall be reduced in proportion to the premium paid or the Insurer returns the excess premium, as the case may be.

2 - The Insurer may terminate the contract if the Insured Person's actual age diverges from the minimum and maximum limits established by the Insurer for this type of insurance contract.

#### ARTIGO 12º - CALCULATION OF THE PREMIUM

The premium is calculated according to the actuarial age of the Insured Person, the insured capital and the rates in force for each coverage at the date of the calculation, and is subject to review under the terms of the Special Conditions or Individual Certificate.

#### ARTIGO 13<sup>o</sup> - PAYMENT OF THE PREMIUM

1 - The obligation to pay the premium on the dates and conditions set out in the policy is the responsibility of the Insured Person or, in the case of non-contributory group insurance, the Policyholder's responsibility.

2 - During the term of the contract, the Insurer must give written notice to the Insured Person or, in the case of non-contributory group insurance, to the Policyholder, regarding the amount payable, as well as the form and place of payment, at least 30 days before the date on which the premium or installments thereof are due.

Page 10/ 56

3 - The premium or installment includes the costs related to the risk coverage, purchase, management and collection and any installment charges, which include any applicable tax and parafiscal charges.

4 - Fees related to the issuance of the policy or additional minutes, set forth in the Accession Form or in the Individual Certificate, are included in the initial premium, in the first installment thereof or in the premiums corresponding to contractual amendments.

5 - The payment of the premium shall take place at the headquarters or offices of the Insurer, unless the parties have agreed otherwise. However, the Insurer is entitled to promote its collection in a different place or use other appropriate means to facilitate it.

#### ARTIGO 14º - FAILURE TO PAY THE PREMIUM

1 - Failure to pay the premium on the due date entitles the Insurer to terminate the coverage of the Insured Person or to terminate the contract, as applicable.

2 - In the event of non-payment of the premium on the due date, if the contract sets out an irrevocable benefit in favour of a third party, the Insurer shall request the Insured Person or the Policyholder, in the case of non-contributory group insurance, to replace said third party concerning such payment within 30 days.

3 - Upon payment of any premium in arrears, plus default interest at the rate applicable to commercial operations, the Insured Person may enforce the right to reinstate the coverage under the original conditions, by means of a health statement and subject to acceptance by the Insurer, within a maximum period of three months from the effective date of their termination. The risk coverage is reinstated as of the maturity date of the last premium payment.

#### ARTIGO 15TH - VERIFICATION OF THE CLAIM AND PAYMENT OF INSURED AMOUNTS

1 - The Policyholder, the Insured Person or the Beneficiary must communicate the verification of a claim to the Insurer, within eight days of its occurrence.

2 - Whenever the verification of a claim is communicated to the Insurer after the period foreseen in the previous paragraph, the amount payable by the Insurer shall correspond to the insured capital on the date of the communication, and no premium shall be returned.

3 - In addition to the communication of the claim, the following supporting documents must be delivered:

- a) Risk verification: death certificate and medical certificate stating the circumstances, causes, onset and evolution of the illness or injury that caused the death;
- b) Beneficiary's status: document proving the status of heir or beneficiary, taxpayer number, identity card or, alternatively, citizen card or other documents that are legally equivalent. In case the Beneficiary is a legal person, updated commercial register certificate, access code to the permanent certificate or legally equivalent document issued by a competent authority; and
- c) when applicable, compliance with the Insured Person's instructions as to the destination of the insured capital.

# 4 - The submission of all documents referred to in the previous paragraph should occur within 60 days after the verification of the claim.

**5** - The payment of the insured capital under the main coverage and/or additional coverages that may have been contracted will take place at the offices of the Insurer or in another manner agreed upon.

Page 11/56

**6** - The Insurer undertakes to make any payment that is contractually provided for, to whoever is due, 30 days after the confirmation of the claim and its causes, circumstances and consequences.

7 - Unless otherwise established:

- a) If the appointment is made in favor of several Beneficiaries, the Insurer shall make the payment in equal parts;
- b) in case of predeceasing of the Beneficiary or any of them, in case of several Beneficiaries, the insured capital or its share in the insured capital shall apply to the respective heirs according to legal succession rules;
- c) if the Beneficiary is a minor, the Insurer will pay the insured capital or its share to whoever unequivocally demonstrates to be its legal representative by presenting the birth certificate of the minor.

**8** - Regarding the main coverage, in case of failure to appoint a Beneficiary, the Insurer shall make the payment to the heirs of the Insured Person through proof of such a capacity, according to legal succession rules.

**9** - The expenses for obtaining the necessary supporting documents shall always be borne by the Beneficiary.

**10** - If the Insurer pays the insured capital and it is demonstrated that no claim related to a covered risk has been verified or there is evidence of an applicable exclusion, the Insurer is entitled to the reimbursement of the respective amount.

#### ARTIGO 16º - TERMINATION OF CONTRACT

1 - Unless otherwise provided by law, the contract may be terminated by the Policyholder or the Insurer on the policy's anniversary date, as long as, at least 30 days in advance, written communication is sent by registered letter or other applicable means.

2 - After the termination of the contract, the Individual Certificates and additional documents shall not produce any effect and their replacement shall not be allowed.

3 - The contract may be terminated under the terms of paragraph 1 of article 14, or if, on the anniversary date, the number of Insured Persons is less than the minimum that has been set out in the Special Conditions, Specific Conditions or Individual Certificate, as well as in other cases provided for by law.

#### ARTIGO 17º - PROFIT SHARING

Unless otherwise stated in the Special or Specific Conditions, this contract does not give rise to profit sharing.

#### ARTIGO 18º - AUTONOMOUS INVESTMENT

This contract does not give rise to autonomous investment of the assets representing the mathematical provisions.

#### ARTIGO 19º - TRANSFERABILITY

The option of assigning the Policyholder's contractual position does not apply to this contract.

#### ARTIGO 20° - COMMUNICATIONS AND RESIDENCE

1 - Communications by the Policyholder, the Insured Person and the Beneficiary or the Insurer for the purposes of this contract shall be deemed valid and fully effective if made in Portuguese, in writing or by any other means that it is permanently recorded. Communications shall be sent to the head-office of the Insurer or to the last known address of the Policyholder, the Insured Person or the Beneficiary contained in the contract.

2 - When, by its very nature or origin, the documentation referred to in the preceding paragraph is written in a foreign language, it must be accompanied by a duly sworn translation, in accordance with Article 440 of the Portuguese Code of Civil Procedure.

3 - The Insured Person or, in the case of non-contributory group insurance, the Policyholder who temporarily sets up residence outside Portugal must designate an address in Portuguese territory for the purposes hereof.

#### ARTIGO 21<sup>o</sup> - FREE TERMINATION

1 - The Policyholder, or, in case of a Contributory Group, the Insured Person, has a period of 30 days, from the date of receipt of the policy, to waive the effects of the contract.

2 - The waiver shall be sent to the Insurer by registered letter sent to its head-office, under penalty of being rendered ineffective if done otherwise.

3 - The enforcement of the right of waiver determines the extinction of the effects of the contract. Thus, all the obligations arising thereof shall be deemed extinct, namely the return of premiums paid to the Insurer. Notwithstanding, the Insurer is entitled to the premium calculated *pro-rata temporis* and the policy cost.

4 - The enforcement of the right of waiver does not give rise to any compensation beyond that established in the preceding paragraphs.

#### ARTIGO 22º - TAX REGIME

The tax regime in force on the date of a taxable event deemed relevant shall apply to this contract, and the Insurer shall not bear any burden, charge or liability because of any legislative changes.

#### ARTIGO 23° - APPLICABLE LAW, COMPLAINTS AND ARBITRATION

1 - The law applicable to this contract is Portuguese law.

2 - Complaints by the Policyholder/Insurer or other interested parties may be submitted to the services of the Insurer, in the Complaints Book, to the Customer's Ombudsman, Insurance and Pension Funds Supervisory Authority or at <u>www.asf.com.pt</u>. In case of dispute, the parties may also resort to the following Alternative Dispute Settlement Entity: CIMPAS - Centro de Informação, Mediação e Arbitragem de Seguros, <u>www.cimpas.pt</u> or the courts of law.

3 - In case of disputes arising hereunder, the parties may be resort to arbitration, to be conducted under the terms of the law.

#### ARTIGO 24º - VENUE

The courts elected to settle disputes arising from this contract are those established by civil law.

#### ARTIGO 25º - SOLVENCY AND FINANCIAL SITUATION REPORT

Page 13/ 56



The report on the solvency and financial condition of the Insurer is published annually in accordance with current legislation and is available at <a href="http://www.ocidental.pt">www.ocidental.pt</a>.

Page 14/ 56

# 

Special Conditions Special Conditions - YOLO!

#### ARTIGO 1º - INSURABLE GROUP

1 - The Insurable Group is constituted by the group of people who are under 65 years of actuarial age and are not on medical leave at the date of acceptance of the risk by the Insurer. The Insurable Group are customers of the Policyholder or of an entity that is directly or indirectly related to the Policyholder and that meet the requirements set out in Article 6 of the General Conditions of Annual Renewable Temporary Insurance (Group Life Insurance).

2 - Unless otherwise stated, this contract may not be associated with and/or given as a guarantee for any loan agreement signed with the Insurer or any other Banking Institution.

#### ARTIGO 2º - INSURED PERSONS

1 - Insured Persons are those who belong to the Insurable Group and whose risk has been accepted by the Insurer, upon receipt of the respective Accession Forms and the clinical elements deemed necessary for the analysis of said risk.

2 - Acceptance of the risk may concern one or two Insured Persons, as set forth in the Specific Conditions or Individual Certificates.

#### ARTIGO 3º - COVERAGE START

For each Insured Person, the contract becomes effective at 00:00 a.m. of the day immediately after the acceptance of the individual risk by the Insurer.

#### **ARTIGO 4º - WARRANTIES**

- 1) The Insurer hereby warrants, under the terms of the General and Special Conditions, the payment of the Insured Capital to the designated beneficiaries listed in the respective Individual Certificate or Additional Minutes according to the option chosen by the Insured Person.
- 2) This contract may allow, through the Life Events defined in these Special Conditions, the increase of the insured capital through a simplified acceptance process, within the conditions and limits defined in article 5 of these Special Conditions.
- 3) In addition to the main coverage, different types of additional coverage may be contracted, subject to acceptance by the insurer, as follows:
  - a) Death by Accident;
  - b) Total and Permanent Disability;
  - c) Total and Permanent Invalidity due to Accident;
  - d) Dependence;
  - e) 27 Critical Illnesses;
  - f) 4 Critical Illnesses;
  - g) Carcinoma In Situ (CIS);
  - h) Invasive Cancer;
  - i) Daily charge for inpatient/day services;
  - j) Funeral Allowance.
- 4) The following additional areas of coverage are mutually exclusive, that is, choosing one of the areas of coverage implies the impossibility of choosing any other coverage:
  - a) Total and Permanent Disability and Dependence;

Page 15/56

- b) 27 Critical Illnesses, 4 Critical Illnesses, Invasive Cancer.
- 5) The coverage of 27 Critical Illnesses and 4 Critical Illnesses requires the subscription of Carcinoma in Situ coverage;
- 6) The Carcinoma In Situ coverage must be contracted together with one of the following coverages: 27 Critical Illnesses or 4 Critical Illnesses.
- 7) The Insured Person can only subscribe to one certificate of this product.
- 8) The payment of the Insured Capital becomes due when one of the covered risks is verified in relation to the Insured Person.
- 9) Whenever the risk concerns two insured persons and one of the covered risks occurs in relation to one of the persons, the contract shall remain in force under the same conditions for the other Insured Person.
- 10) In case of a partial claim, no change to the contracted coverage will be possible.

#### ARTIGO 5º - LIFE EVENTS

- 1) The "Life Events" feature allows, if chosen, unless otherwise indicated in the Accession Form or Individual Certificate, through the Life Events listed below, the increase of warranties (capital and/or inclusion of coverage) through a simplified acceptance process:
  - a) Birth or adoption of a child;
  - b) Marriage or de facto relationship;
  - c) Buying a home;
  - d) The following changes in the schooling status of children:
    - i) 1<sup>st</sup> grade;
    - ii) 5<sup>th</sup> grade;
    - iii) 9<sup>th</sup> grade;
    - iv) University admission;
    - v) Erasmus
- 2) After the insurer completes the acceptance process, and if any risk contained in the subscribed coverage is aggravated by more than 75% or 3‰, the Insured Person will lose access to the Life Events, which will be reflected in the Individual Certificate after the contract is issued.
- 3) Increases in the insured capital through the activation of the Life Events are subject to:
  - a) the acceptance of the insurer;
  - b) the simplified medical questionnaire;
  - c) the age and insured capital limits defined for each coverage.
- 4) The inclusion of a new coverage through the activation of the Life Events is subject to:
  - a) the acceptance of the insurer;
  - b) the simplified medical questionnaire;
  - c) the age and capital limits defined for each coverage;
  - d) the maximum capital limit defined for the same purpose.
- 5) If at any time the Insured Person indicates that changes have occurred in their health condition, the Insured Person will lose access to the Life Events feature.
- 6) The capital increase requested by the "Life Events" feature may be a maximum of twice the insured capital of the coverage itself, always respecting the maximum capital limits of the product and relationship between any areas of coverage.

Page 16/56

- 7) The policy change under the "Life Events" feature has a maximum term of 6 months after the occurrence of a corresponding event, unless otherwise indicated in the accession form or individual certificate. After this period, it will not be possible to increase the warranties of the contract under the applicable life event.
- 8) Increases in warranties (capital and/or coverage inclusion) regarding a life event may be established up to 50 years of actuarial age of the Insured Person on the date of renewal of the contract. After this date, the "Life Events" feature will no longer be accessible.
- 9) In order to make an increase of the insured capital through a life event, in addition to the simplified medical questionnaire, documentation evidencing the veracity of that life event must be provided, namely the citizen card and:
  - a) Birth certificate as evidence of the birth of a child or updated birth certificate as evidence of the adoption of a child;
  - b) Marriage certificate as evidence of a marriage or document issued by the parish council as evidence of a change in marital status related to a *de facto* relationship;
  - c) Document equivalent to a deed of purchase of real estate;
  - d) Enrollment of a child as evidence of a change in their schooling status or Certificate of attendance as evidence of acceptance into the *Erasmus* program.
- 10) The insured capital of a new coverage previously non-existing in the policy is limited to a maximum of € 50,000 or twice the new death coverage capital, if lower.

#### **ARTIGO 6º - TERMINATION OF WARRANTIES**

- 1) In addition to the General and Special Conditions, contract warranties shall cease, under the following conditions:
  - a) Regarding Death coverage, when reaching the actuarial age of 80 at the date of renewal of the contract;
  - b) Regarding the additional coverage that has been subscribed, when reaching the actuarial age of 67 on the contract renewal date;
  - c) in case of payment of the Insured Capital due to Death;
  - d) in case of payment of the Carcinoma In Situ coverage, this coverage will cease, whilst all the other contracted warranties will remain in force, without changing the corresponding insured capital;
  - e) in case of payment of any additional coverage (except for Carcinoma In Situ), any other coverage under the insurance contract shall cease.
- 2) In case the insured capital under the death coverage is higher than the coverage for which the claim was made, the death coverage shall remain in force regarding the remaining capital.

#### ARTIGO 7º - CONTRACT EFFECT

Notwithstanding the provisions of Articles 9 and 16 of the General Conditions of Annual Renewable Temporary Insurance (Group Life Insurance), the contract is executed for a period ending on December 31 of the year to which it refers, and is automatically renewed on January 1 of each year for successive periods of 1 year.

#### ARTIGO 8º - PAYMENT OF THE PREMIUM

- 1) The obligation to pay the premium on the dates and conditions set forth in the Policy shall be the Insured Person's responsibility.
- 2) The annual premium may be paid in monthly, quarterly or half-annual installments, upon payment of a charge of 4%, 3% or 2%, respectively.

Page 17/ 56

3) Under the terms of paragraph 4 of Article 13 of the General Conditions, a charge related to the issuance of the policy or additional minutes is set at € 5.00. Legal fees will be added to this amount.

#### ARTIGO 9º - AGGRAVATION OF RISK

1 - Regarding the contracted coverage, the Policyholder or the Insured Person undertake to notify the Insurer in writing, within 14 days of the occurrence of any circumstances or the exercise of any activities that may constitute an aggravation of risk. As long as they are not derived from an aggravation of the Insured Person's health state, under penalty of termination of the contract or termination of the warranties granted in respect of one or more Insured Persons, according to the law.

2 - After receiving the communication referred to in the preceding paragraph, the Insurer may opt to maintain the coverage within 30 days, by applying the respective surcharge, or to terminate it.

Page 18/56

#### Special Conditions – YOLO! Additional Coverage – Death by Accident

#### ARTIGO 1º - DEFINITIONS

1 - For the purposes of this additional coverage, the following definitions are listed below:

DEATH BY ACCIDENT: Any act of God, sudden and/or abnormal event, due to an external cause and alien to the will of the Insured Person, leading to their death.

2 - Death caused by the involuntary inhalation of gases or vapors, drowning and poisoning is also considered a death by accident.

#### ARTIGO 2º - COVERAGE OBJECT

The Insurer hereby warrants the payment of the Insured Capital defined in the Specific Conditions or Individual Certificate related to the Death by Accident coverage, as a direct consequence of an accident covered by this policy. Whether death occurs immediately or within a maximum period of six months following the accident and whenever both the accident and death occur during the policy effect.

#### **ARTIGO 3RD - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

1 - In case of death by accident of the Insured Person, the Policyholder or the Beneficiaries, the Insurer must receive and be informed within 60 days of the following:

- a) Reporting of the accident, indicating the place, day, time, causes, witnesses and consequences, including a police accident report, if any;
- b) All documents that unequivocally attest to the accidental nature of the death and determine the causal link between the accident and the death.

2 - The Policyholder or Beneficiaries bear the burden to prove that the death was due to an accident.

3 - The Insurer shall communicate in writing to the interested parties its stance on the accidental nature of the Insured Person's death within 30 days after receiving the documents listed in paragraph 1.

#### ARTIGO 4º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiaries are the legal heirs of the Insured Person.

#### **ARTIGO 5º - TERMINATION OF WARRANTIES**

1 - For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:

- a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
- b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions or Individual Certificate;
- c) In case of payment of the Insured Capital required for this additional coverage.

Page 19/ 56

2 - In case of payment of the Insured Capital required for this additional coverage, the warranties of the main coverage shall cease, as well as any other coverage mentioned in the Specific Conditions or Individual Certificate of the policy.

ARTIGO 6º - EXCLUSIONS

- 1 In addition to the exclusions mentioned in the General Conditions, the following situations are excluded from this coverage:
  - a) Suicide of the Insured Person;
  - b) Intentional act of the Policyholder or Beneficiaries;
  - c) Death caused by illness, accident or any event that has occurred or that has given rise to medical treatment carried out before the date of entry into force of this additional coverage, provided that such illness, accident or event is not mentioned in specific documents assessing the Insured Person's health state, when expressly provided by the Insurer for such purpose;
  - d) Accident verified as part of voluntary military service;
  - e) Performance in military, warfare, police or terrorist operations;
  - f) Use of two or three-wheeled motor vehicles or four-wheelers;
- g) Professional practice of any sport or sports competitions included in championships and respective training; and activities of evident danger such as boxing, mountaineering, bullfighting, speleology, parachuting, hang gliding, paragliding, surfing, windsurfing and spearfishing.
- 2 The coverage of some of the risks referred to in the previous paragraphs f) and g) may be approved, upon analysis of each case and payment of the respective surcharge.

#### ARTIGO 7º - PAYMENT OF THE PREMIUM

The premium for this additional coverage will be paid jointly and under the same conditions as the premium for the main coverage.

#### ARTIGO 8º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

Page 20/ 56

# 

#### Special Conditions – YOLO! Additional Coverage –Total and Permanent Disability

#### ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

ACCIDENT: Any act of God, sudden and/or abnormal event, due to an external cause and alien to the will of the Insured Person, leading to bodily injury.

ILLNESS: Any involuntary change in the Insured Person's health state, not caused by accident and liable to objective medical verification.

TOTAL AND PERMANENT DISABILITY: The Insured Person is deemed in a condition of Total and Permanent Disability if they are totally and permanently incapable of conducting a remunerated activity because of an illness or accident, based on objective clinically proven symptoms. In addition, when it is not possible to foresee any improvement in their health condition according to current medical knowledge. In any case, the degree of disability, based on the National Chart for Assessment of Permanent Disabilities according to Civil Law, should be higher than 66.6%. In which case, that is considered to be equivalent to 100% for the purposes of this coverage.

PHYSICIAN: A graduate from a medical school authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

#### ARTIGO 2º - COVERAGE OBJECT

The Insurer hereby warrants the payment of the Insured Capital, defined in the Specific Conditions or Individual Certificate of the policy, in case of Total and Permanent Disability of the Insured Person, because of an illness or accident occurred during the validity of this coverage.

#### **ARTIGO 3RD - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

1 - Reporting of an event of Total and Permanent Disability must be made in writing and within 60 days immediately after the disability diagnosis. The following documents shall be sent to the Insurer:

- a) Medical report, attesting the total and permanent disability of the Insured Person to perform any remunerated activity, describing the beginning and evolution of the disability or, in case of an accident, the cause and type of injuries, as well as the consequences detected and likely to occur in the future. Such disability must be clinically proven with objective elements;
- b) Medical certificate of Multipurpose Disability;
- c) Document issued by the Social Security or other competent entity, attesting the incapacity to conduct any remunerated activity;
- d) In case of accident, report issued by the competent authorities;
- e) All documents that unequivocally attest to the accidental nature of the disability and determine the causal link between the accident and the disability.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date of the communication, and there shall be no return of any premium.

**3** - The expenses for obtaining the necessary supporting documents shall always be borne by the Insured Person or the Beneficiaries.

Page 21/56

# 

**4** - During the process to verify the Disability, the Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

5 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third party physician on the panel.

**6** - The degree of disability that the Insured Person was already suffering at the commencement date of the contract will not be applicable for the assignment of a degree of disability under this coverage.

**7** - The right to the warranties, under the terms of this additional coverage, will produce effects from the date of the verification of the Disability by the Insurer.

#### **ARTIGO 4º - BENEFICIARIES**

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the Insured Person.

#### ARTIGO 5º - TERMINATION OF WARRANTIES

- 1 For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:
- a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
- b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions or Individual Certificate.
- c) In case of payment of the Insured Capital required for this additional coverage.
- 2 Should the payment required under this additional coverage coincide with the total Insured Capital of the main coverage, the warranties of the said main coverage shall cease, as well as any other additional coverage mentioned in the Specific Conditions or Individual Certificate.
- 3 If the payment required under this additional coverage does not coincide with the total Insured Capital of the main coverage, the warranties of any other additional coverage mentioned in the Specific Conditions or Individual Certificate shall cease, maintaining only the principal death coverage for the remaining capital.

#### ARTIGO 6º - EXCLUSIONS

In addition to the exclusions mentioned in the General Conditions, the following situations are excluded from this coverage:

- a) Attempted suicide of the Insured Person;
- b) Disability resulting from or aggravated by an intentional act of the Insured Person, Policyholder or Beneficiary;

Page 22/ 56

c) Disability resulting from illness, accident or any event that has occurred or given rise to medical treatment before the date this additional coverage takes effect, and their possible consequences, provided that such illness, accident or event is not mentioned in specific documents assessing the Insured Person's health state, when expressly provided by the Insurer for this purpose;

d) Accident verified during voluntary military service. ARTIGO 7<sup>o</sup> - PAYMENT OF THE PREMIUM

The premium for this additional coverage will be paid jointly and under the same conditions as the premium for the main coverage.

#### **ARTIGO 8º - MISCELLANEOUS**

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

Page 23/ 56

#### Special Conditions – YOLO! Additional Coverage –Total and Permanent Disability by Accident

#### ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

ACIDENTE: Any act of God, sudden and/or abnormal event, due to an external cause and alien to the will of the Insured Person, leading to bodily injury.

TOTAL AND PERMANENT DISABILITY BY ACCIDENT: The Insured Person is deemed in a condition of Total and Permanent Disability due to Accident if they are totally and permanently incapable of conducting a remunerated activity because of an accident, based on objective clinically proven symptoms. In addition, when it is not possible to foresee any improvement in their health condition according to current medical knowledge. In any case, the degree of disability, based on the National Chart for Assessment of Permanent Disabilities according to Civil Law, should be higher than 66.6%. In which case, that is considered to be equivalent to 100% for the purposes of this coverage.

PHYSICIAN: A graduate from a medical school authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

#### ARTIGO 2º - COVERAGE OBJECT

The Insurer hereby warrants the payment of the Insured Capital defined in the Specific Conditions or Individual Certificate of the policy, in case of Total and Permanent Disability of the Insured Person, because of an accident during the validity of this coverage.

#### **ARTIGO 3RD - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

1 - Reporting of an event of Total and Permanent Disability due to an Accident must be made in writing and within 60 days immediately after the confirmation of the disability. The following documents must be sent to the Insurer:

- a) Medical report, attesting the total and permanent disability of the Insured Person to perform any remunerated activity, describing the beginning and evolution of the disability, the cause and type of injuries, as well as the consequences detected and likely to occur in the future. Such disability must be clinically proven with objective elements;
- **b)** Medical Certificate of Multipurpose Disability;
- c) Document issued by the Social Security or other competent entity, attesting the incapacity to conduct any remunerated activity;
- d) Report issued by the competent authorities.
- e) All documents that unequivocally attest to the accidental nature of the disability and determine the causal link between the accident and the disability.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date of the communication, and there shall be no return of any premium.

**3** - The costs for obtaining the necessary supporting documents shall always be borne by the Insured Person or the Beneficiaries.

**4** - During the process to verify the Disability, the Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by

Page 24/ 56

# 

the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

5 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third party physician on the panel.

**6** - The degree of disability that the Insured Person was already suffering at the commencement date of the contract will not be applicable for the assignment of a degree of disability under this coverage.

**7** - The right to the warranties, under the terms of this additional coverage, will produce effects from the date of the verification of the Disability by the Insurer.

#### **ARTIGO 4º - BENEFICIARIES**

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the Insured Person.

#### **ARTIGO 5º - TERMINATION OF WARRANTIES**

- 1 -For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:
  - a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
  - b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise set forth in the Specific Conditions or Individual Certificate.
  - c) In case of payment of the Insured Capital required for this additional coverage.
  - 2 Should the payment required under this additional coverage coincide with the total Insured Capital of the main coverage, the warranties of the said main coverage shall cease, as well as any other additional coverage mentioned in the Specific Conditions or Individual Certificate.
  - 3 If the payment required under this additional coverage does not coincide with the total Insured Capital of the main coverage, the warranties of any other additional coverage mentioned in the Specific Conditions or Individual Certificate shall cease, maintaining only the principal death coverage for the remaining capital.

#### **ARTIGO 6º - EXCLUSIONS**

In addition to the exclusions mentioned in the General Conditions, the following situations are excluded from this coverage:

- a) Attempted suicide of the Insured Person;
- b) Disability resulting from or aggravated by an intentional act of the Insured Person, Policyholder or Beneficiary;
- c) Disability resulting from illness, accident or any event that has occurred or given rise to medical treatment before the date this additional coverage takes effect, and their possible consequences, provided that such illness, accident or event is not mentioned in specific documents assessing the Insured Person's health state, when expressly provided by the Insurer for this purpose;
- d) Accident verified during voluntary military service;

Page 25/ 56

e) Accident occurring during the use of two or three-wheeled motor vehicles or four-wheelers

#### ARTIGO 7º - PAYMENT OF THE PREMIUM

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

#### **ARTIGO 8º - MISCELLANEOUS**

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

Page 26/ 56

#### Special Conditions – YOLO! Additional Coverage – Dependence

#### ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

ACCIDENT: Any act of God, sudden and/or abnormal event, due to an external cause and alien to the will of the Insured Person, leading to bodily injury.

ILLNESS: Any involuntary change in the Insured Person's health state, not caused by an accident and liable to objective medical verification.

DEPENDENCE: A situation of dependence is defined as the loss of the ability to perform any remunerated activity on a permanent basis, and simultaneously, the loss of autonomy to perform essential acts to satisfy the basic needs of daily life, requiring the assistance of another person. Acts that are essential to the satisfaction of the basic needs of daily life are those related to the performance of household chores, mobility and personal hygiene.

PHYSICIAN: A graduate from a Medical School authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

#### ARTIGO 2º - COVERAGE OBJECT

- 1 The Insurer hereby warrants the payment of the Insured Capital to the Beneficiary, defined in the Specific Conditions or Individual Certificate of the policy, in case of Dependence of the Insured Person, because of illness or accident occurred during the validity of this coverage.
- 2 The warranties granted by this coverage are subject to a grace period of six months, except if the situation of dependence is due to an accident.
- 3 Claims occurring within the grace period are not covered. In such a case, the premiums paid for this coverage will be returned and the coverage will be cancelled with reference to the date of commencement thereof.
- 4 The warranties granted by this coverage are subject to the loss of autonomy of the Insured Person to perform at least five of the following essential acts to satisfy the basic needs of daily life:

• *Having a bath/shower:* The Insured Person is able to have a bath/shower and dry itself without the assistance of another person, although with the possibility of resorting to the help of adapted appliances/devices. It also includes the possibility of getting in and out of the bath/shower. The inability to reach the bathroom does not constitute a need for assistance.

• *Partial personal hygiene:* The Insured Person is able to, without the assistance of another person, even with the possibility of resorting to the help of adapted appliances/devices:

- wash one's body partially (upper or lower body);
- brush the teeth;
- comb the hair;
- shave, if necessary.
- perform their intimate hygiene.

The inability to reach the bathroom does not constitute a need for assistance.

• *Continence:* If the Insured Person has permanent incontinence and cannot empty his or her bowel or bladder independently, assistance of another person is necessary. Assistance is also necessary if the bowel or bladder incontinence requires the permanent use of catheters, colostomy bag, diapers or incontinence underpants that the Insured Person cannot apply, change or empty/clean.

Page 27/ 56

• *Getting Dressed/Undressing Oneself:* The Insured Person is able to dress and undress itself (upper and lower body) and, if necessary, put on and tighten corsets or surgical prosthesis without the assistance of another person, even with the possibility of using adapted appliances/devices.

• *Mobility:* The Insured Person is able to move within the place of residence, on level surfaces, sit, get in and out of bed without the assistance of another person, even with the possibility of resorting to the help of adapted appliances/devices.

• *Eating/Drinking:* The Insured Person is able to ingest meals and drinks that have been already prepared and served, even if using adapted cutlery and glasses or administered through tubes, without the assistance of another person.

#### **ARTIGO 3RD - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

1 - Whenever the Insured Person should be considered Dependent, the Policyholder, the Insured Person or the Beneficiaries must request so in writing within 60 days of the permanent loss of autonomy to perform the essential acts for the satisfaction of the basic needs of daily life, as stated in article 2. The following documents must be sent to the Insurer:

- a) Accurate and detailed clinical report prepared by a medical specialist:
  - a description of the beginning, date and evolution of the disease or, in case of an accident, the cause and type of injuries, as well as the consequences detected and likely to occur in the future. Such a dependence must be clinically proven with objective elements;
  - the declaration of permanent loss of autonomy and the need for continuous assistance of another person, for at least six months from the date of the initial medical diagnosis. The acts that are essential for the satisfaction of the basic needs of daily life that the Insured Person is unable to perform should be identified, namely those mentioned in article 2;
  - the declaration of the Insured Person's total and permanent incapacity to perform any remunerated activity.
- **b)** Medical Certificate of Multipurpose Disability;
- c) Document issued by the Social Security or other competent entity, attesting the incapacity to conduct any remunerated activity and the loss of autonomy;
- d) In case of accident, report issued by the competent authorities;
- e) All documents that unequivocally attest to the accidental nature of the state of dependence and determine the causal link between the accident and this state.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date of the communication, and there shall be no return of any premium.

**3** - The expenses for obtaining the necessary supporting documents will always be borne by the Insured Person or the Beneficiaries.

**4** - The Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

5 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third

Page 28/ 56

# 

#### party physician on the panel.

**6** - The right to the warranties, under the terms of this additional coverage, will produce effects from the date of the verification of the Dependence by the Insurer.

**7** - The Insurer shall communicate in writing to the interested parties its stance on the nature of the Insured Person's Dependence within 30 days following receipt of the documents described in paragraph 1.

#### ARTIGO 4º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the Insured Person.

#### **ARTIGO 5º - TERMINATION OF WARRANTIES**

1 - For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:

- a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
- b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions or Individual Certificate.
- c) In case of payment of the Insured Capital required for this additional coverage.

2 - Should the payment required under this additional coverage coincide with the total Insured Capital of the main coverage, the warranties of the said main coverage shall cease, as well as any other additional coverage mentioned in the Specific Conditions or Individual Certificate.

3 - If the payment required under this additional coverage does not coincide with the total Insured Capital of the main coverage, the warranties of any other additional coverage mentioned in the Specific Conditions or Individual Certificate shall cease, maintaining only the principal death coverage for the remaining capital.

#### ARTIGO 6º - EXCLUSIONS

In addition to the exclusions mentioned in the General Conditions, the following situations are excluded from this coverage:

- a) Direct or indirect consequence of acts intentionally caused by the Insured Person, Policyholder or Beneficiary, or with their complicity, as well as the Insured Person's suicide attempt and all its consequences;
- b) Dueling or betting of any nature, as well as an accident resulting from an Insured Person's willful act;
- c) Injuries or lesions caused by acts of kidnapping, riots, insurrection, riots, brawls, terrorism or sabotage, wherever the events take place and whatever the parties involved therein;
- d) Revolution, civil war and war with a foreign country, whether declared or not;
- e) State of alcoholism and ingestion of drugs or medication without medical prescription;
- f) Sports practice at professional level or included in official championships;
- g) Extreme sports such as car racing, motorcycles, hunting outside the European territory, spearfishing, diving, mountaineering, speleology, any wrestling modality, parachuting, unpowered flight, hang-gliding, ultralight aviation, and in general, any sport or recreational activity that is evidently dangerous;

Page 29/ 56

- h) Aviation Disasters, except when the Insured Person is a passenger on a commercial aircraft, duly authorized by the European Commission;
- i) Occurrence of nuclear risks;
- j) In case the Insured Person causes or aggravates their own health condition;
- k) Illness, therapy, surgical intervention, medical treatment and/or accident before the insurance policy comes into force;
- I) Disease accompanied by HIV infection;
- m) Any illness and/or surgical intervention not defined in the present additional coverage.
- n) Illnesses, accidents or any events that have occurred or have given rise to medical treatment before the date this additional coverage takes effect, and their possible consequences, provided that such illnesses, accidents or events are not declared to the Insurer for risk assessment;
- o) Accident verified during voluntary military service;
- p) Accident occurring during the use of two or three-wheeled motor vehicles or four-wheelers.

#### ARTIGO 7º - PAYMENT OF THE PREMIUM

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

#### ARTIGO 8º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

#### Special Conditions – YOLO! Additional Coverage – 27 Critical Illnesses

#### ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

CRITICAL ILLNESSES: The diseases identified in Article 3 of these Special Conditions.

PRE-EXISTING CONDITION: Disease that has been the subject of a confirmed diagnosis or that, with a sufficient degree of evidence, has manifested itself on a date prior to the execution of this contract.

GRACE PERIOD: Period between the commencement date of the coverage and the date on which it takes effect. Pre-existing illnesses are also considered those that manifest themselves during the grace period.

PHYSICIAN: A graduate from a Medical School authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

#### ARTIGO 2º - COVERAGE OBJECT

- 1 The Insurer hereby warrants the payment of the insured capital to the Beneficiary in case of occurrence of one of the Critical Illnesses mentioned in the following article during the validity of this coverage.
- 2 The warranties granted by this coverage are subject to a grace period of three months, except for Cancer (invasive), in which the grace period is six months. In this case, the premiums paid for this coverage will be returned and the coverage will be cancelled with reference to its date of commencement.
- 3 The capital of the main coverage of the policy is reduced by the amount that is paid under the present coverage. Therefore, any other additional coverage shall cease.

#### ARTIGO 3º - CRITICAL ILLNESSES

1 - For the purposes of this additional coverage, the following are considered Critical Illnesses:

a) Invasive Cancer

Any malignant tumor positively diagnosed with histological confirmation and characterized by uncontrolled growth of malignant cells and tissue invasion. The diagnosis must be confirmed by a medical specialist.

Unless specifically excluded, leukemia, malignant lymphoma and myelodysplastic syndrome are covered by this definition.

The following situations are hereby excluded:

- Any tumor histologically classified as pre-malignant, non-invasive or carcinoma in situ (including ductal and lobular carcinoma in situ of the breast and cervical dysplasia CIN-1, CIN-2 and CIN-3);
- ii) Any prostate cancer, unless histologically classified as having a Gleason score greater than 6 or having progressed to at least a TNM clinical classification of T2N0M0;
- iii) Chronic lymphocytic leukemia, unless it has progressed to at least Binet Stage B;
- iv) Basal cell carcinoma or basallioma and squamous cell carcinoma of the skin and Stage IA malignant melanoma (T1aN0M0), unless there is evidence of metastases;
- v) Thyroid papillary cancer less than 1 cm in diameter and described histologically as T1N0M0;
- vi) Papillary micro-carcinoma of the bladder described histologically as Ta;
- vii) Polycythemia vera and essential thrombocythemia;
- viii) Monoclonal gamopathy of undetermined significance;

Page 31/56

- ix) Gastric MALT lymphoma, if the disease can be treated with *Helicobacter pylori* eradication;
- x) Gastrointestinal stromal tumor (GIST), stages I and II, according to the AJCC Cancer Staging Manual, Seventh Edition (2010);
- xi) Skin lymphoma, except if treatment with chemotherapy or radiotherapy is required;
- xii) Microinvasive breast carcinoma (histologically classified as T1mic), except if it requires mastectomy, chemotherapy or radiotherapy;
- xiii) Microinvasive carcinoma of the cervix (histologically classified as stage IA1), except if it requires hysterectomy, chemotherapy or radiotherapy.
- b) <u>Myocardial infarction (Heart attack)</u>

A myocardial infarction consists of the death of heart tissue due to a prolonged obstruction of blood flow. The infarction must be evidenced by an increase and/or decrease of cardiac biomarkers (troponin or CKMB) to levels considered diagnostic of myocardial infarction, together with at least two of the following criteria:

- i) Symptoms of ischemia (such as chest pain);
- ii) Electrocardiographic (ECG) alterations indicative of recent ischemia (recent ST-T segment alterations or recent left branch block);
- iii) Development of pathological Q waves in the ECG.

The diagnosis must be confirmed by a cardiologist.

The following situations are hereby excluded:

- i) Acute coronary syndrome (stable or unstable angina pectoris);
- ii) Elevated troponin in the absence of ischemic heart disease (e.g. myocarditis, cardiac tamponade, myocardial contusion, pulmonary embolism, toxicity due to drug use);
- iii) Myocardial infarction with normal coronary arteries or caused by coronary vessel spasm, intra-myocardial tract (myocardial bridging) or drug abuse;
- iv) Myocardial infarction that occurs within 14 days after coronary angioplasty or bypass surgery.
- c) <u>Stroke</u> resulting in permanent symptoms

Brain tissue death due to an acute cerebrovascular event caused by thrombosis or intracranial bleeding (including subarachnoid hemorrhage), or extracranial embolism with:

- i) acute onset of new neurological symptoms; and
- ii) recent and objective neurological deficits in clinical examination.

The neurological deficit should persist for more than 3 months after the date of diagnosis. This diagnosis must be confirmed by a neurologist and supported by imaging results.

The following situations are hereby excluded:

- i) Transient ischemic accident (TIA) and prolonged reversible ischemic neurological deficit (PRIND);
- ii) Traumatic injury to brain tissue or blood vessels;
- iii) Neurological deficits due to general hypoxia, infection, inflammatory disease, migraine or medical intervention;
- iv) Accidental imaging results (CT scan or MRI) without clearly related clinical symptoms (silent stroke).
- d) <u>Coronary bypass surgery</u> for treatment of multiple vessel coronary disease

Conducting heart surgery to correct the narrowing or blocking of two or more coronary arteries with bypass grafts. This includes cardiac surgery with total sternotomy (vertical division of the sternum) and minimally invasive procedures (partial sternotomy or thoracotomy). The surgery must be determined as being clinically necessary by a cardiologist or a cardiothoracic surgeon and supported by results in the coronary angiogram. The following situations are hereby excluded:

- i) Bypass surgery to treat stenosis or blockage of a coronary artery;
- ii) Coronary angioplasty or stent placement.
- e) <u>End-stage renal disease</u> requiring permanent dialysis

Chronic and irreversible failure of the function of both kidneys, resulting in the need for regular hemodialysis or peritoneal dialysis or if kidney transplantation has been performed. Dialysis must be clinically necessary and confirmed by a nephrologist.

The following situations are hereby excluded:

i) Acute reversible renal failure with temporary renal dialysis.

#### f) Main organ, connective tissue or bone marrow transplant

Organ transplantation in which the insured person is the allograft or isograft recipient of one or more of the following organs:

- i) Heart;
- ii) Kidney;
- iii) Liver (including partial liver transplant and live donor liver transplant);
- iv) Lung (including live donor lobe transplant or single lung transplant);
- v) Bone marrow (allogeneic hematopoietic stem cell transplantation preceded by total bone marrow ablation);
- vi) Small intestine;
- vii) Pancreas.

Partial or complete face, hand, arm and leg transplant (composite tissue allograft transplant) is also covered by this definition. The clinical condition leading to the transplant must be considered intractable by any other means, as confirmed by a medical specialist.

The following situations are hereby excluded:

- i) Transplantation of other organs, body parts or tissues (including cornea and skin);
- ii) Transplantation of other cells (including islet cells of Langerhans and stem cells other than hematopoietic cells).
- g) <u>Paralysis of the limbs</u> total and irreversible

Total and irreversible loss of muscle function of any two limbs because of spinal cord or brain injury or disease. "Limb" is defined as the totality of the arm or leg. Paralysis must be present for more than 3 months, confirmed by a neurologist and supported by clinical and diagnostic results.

The following situations are hereby excluded:

- i) Paralysis due to self-inflicted damage or psychological disorders;
- ii) Guillain-Barré syndrome;
- iii) Intermittent or hereditary paralysis.
- h) <u>Acute vision loss</u>- irreversible

Acute vision loss of both eyes, resulting from disease or trauma, which cannot be corrected by refractive correction, medication or surgery. Acute vision loss is evidenced either by a visual acuity of 3/60 or less (0.05 or less in decimal notation) to the best eye after correction or a visual field of less than 10° in diameter to the best eye after correction. The diagnosis must be confirmed by an ophthalmologist.

#### i) <u>Heart valve surgery</u> – including minimally invasive and catheter procedures

The performance of surgery to replace or repair anomalies of one or more heart valves. This definition covers the following procedures:

- i) Replacement or repair of heart valves with total sternotomy (vertical division of the sternum), partial sternotomy or thoracotomy;
- ii) Ross procedure;

Page 33/ 56



- iii) Valvuloplasty through catheter;
- iv) Transcatheter aortic valve replacement (TAVR).

The surgery must be confirmed as clinically necessary by a cardiologist or a cardiothoracic surgeon, and supported by echocardiography or cardiac catheterization results.

The following situations are hereby excluded:

- i) Transcatheter Mitral Valve Repair (TMVR).
- j) <u>Aortic surgery</u> including minimally invasive procedures

Surgery for treatment of stenosis, obstruction, aneurysm or aortic dissection. Minimally invasive procedures, such as endovascular repair, are covered by this definition. The surgery must be confirmed as clinically necessary by a cardiothoracic surgeon and supported by imaging results.

The following situations are hereby excluded:

- i) Surgery to any of the thoracic or abdominal aorta branches (including aorto-femoral or aortoiliac bypass grafts);
- ii) Aortic surgery related to hereditary diseases of the conjunctive tissue (e.g. Marfan syndrome, Ehlers-Danlos syndrome);
- iii) Surgery Paralysis after traumatic aortic injury.

k) <u>Multiple sclerosis</u> – with persistent symptoms

Definitive diagnosis of multiple sclerosis, which must be confirmed by a neurologist and supported by all the following criteria:

- i) Current clinical compromise of motor or sensory function, which must persist for a continuous period of at least 6 months;
- ii) Magnetic resonance imaging (MRI) that shows at least two demyelinating lesions in the brain or spinal cord, characteristic of multiple sclerosis.

The above definition excludes the following cases:

- i) Possible multiple sclerosis and isolated neurologically or radiologically suggestive of but non-diagnostic of multiple sclerosis syndromes;
- ii) Isolated optic neuritis and optic neuromielitis.

I) <u>Alzheimer's disease (before the age of 65)</u> – requiring constant supervision

Definitive diagnosis of Alzheimer's disease evidenced by all the following elements:

- i) Loss of intellectual capacity, involving the compromise of memory and executive functions (sequencing, organization, abstraction and planning), which results in a significant reduction of mental and social functioning;
- ii) Changes in personality;
- iii) Gradual onset and continued decline of cognitive functions;
- iv) No disturbance of the state of consciousness;
- v) Typical neuropsychological and neuroimaging results (e.g. CAT Scan/MRI).

The disease shall require (before the age of 65) constant supervision (24 hours a day). The diagnosis and the need for supervision will have to be confirmed by a neurologist.

The following situations are hereby excluded:

- i) Other forms of dementia due to brain or systemic disorders or due to psychiatric disorders.
- m) <u>Aplastic anemia</u> with severe bone marrow insufficiency Definitive diagnosis of aplastic anemia, which results in severe bone marrow failure, with anemia, neutropenia and thrombocytopenia. The disease will have to be treated with blood transfusions and with at least one of the following treatments:

Page 34/ 56

- i) Bone marrow stimulating agents;
- ii) Immunosuppressants;
- iii) Bone marrow transplantation.

The diagnosis must be confirmed by a hematologist and evidenced by bone marrow histology.

n) Benign brain tumor

Definitive diagnosis of a benign brain tumor, which is defined as a growth of nonmalignant tissue, located in the cranial cavity and limited to the brain, meninges or cranial nerves. The tumor must be subject to at least one of the following treatments:

- Complete or incomplete surgical removal; i)
- ii) Stereotactic radiosurgery;
- iii) External beam irradiation.

If none of the treatment options is possible for clinical reasons, the tumor will have to cause a persistent neurological deficit, documented at least 3 months after the date of diagnosis. The diagnosis must be confirmed by a neurologist or neurosurgeon and supported by imaging results.

The following situations are hereby excluded:

- Diagnosis or treatment of any cyst, granuloma, hamartoma or malformation of the i) arteries or veins of the brain;
- ii) Pituitary gland tumors.
- o) Severe Liver Disease Child-Pugh Class B or C

Definitive diagnosis of severe liver disease evidenced by a Child-Pugh score of at least 7 points (Child-Pugh Class B or C). The score should be calculated using all of the following variables:

- Total serum bilirubin levels; i)
- ii) Serum albumin levels;iii) Ascites severity;
- iv) INR values;
- v) Hepatic encephalopathy.

The diagnosis must be confirmed by a gastroenterologist and supported by imaging and analytical results.

The following situations are hereby excluded:

- Severe liver disease, secondary to the consumption of alcohol or drugs (including i) hepatitis B or C infections acquired through the use of intravenous drugs).
- p) Chronic lung disease resulting in chronic respiratory failure

Definitive diagnosis of severe lung disease resulting in chronic respiratory failure, evidenced by all the following criteria:

- FEV1 (Forced Expiratory Volume at 1 second) less than 40% of the predicted in 2 i) occasions with at least 1 month interval;
- ii) Treatment with oxygen therapy for at least 16 hours per day for a minimum period of 3 months:
- iii) Persistent reduction in partial oxygen pressures (PaO2) below 55 mmHg (7.3 kPa) in arterial gasometry measured without oxygen administration.

The diagnosis must be confirmed by a pulmonologist.

- Coma resulting in persistent symptoms a) Definitive diagnosis of a state of loss of consciousness, without reaction or response to external stimuli or internal needs that:
  - i) Results in a score of 8 or less on the Glasgow coma scale, persisting continuously

Page 35/56



for at least 96 hours:

- ii) Requires the use of life support systems; and
- iii) Results in a persistent neurological deficit, which must be assessed at least 30 days after the onset of the coma.

The diagnosis must be confirmed by a neurologist.

The following situations are hereby excluded:

- Clinically induced coma: i)
- ii) Any coma due to self-inflicted lesions, alcohol consumption or drugs.
- **Deafness** permanent and irreversible r)

Definitive diagnosis of permanent and irreversible loss of hearing, in both ears, because of disease or accidental injury. The diagnosis must be confirmed by an ENT doctor and supported by an average auditory threshold of more than 90 dB in the frequencies of 500, 1000 and 2000 hertz in the best ear, using a tonal audiogram.

s) Fulminant viral hepatitis - resulting in acute liver failure

Definitive diagnosis of fulminant viral hepatitis evidenced by all the following criteria:

- Typical serological course of acute viral hepatitis; i)
- ii) Development of hepatic encephalopathy;
- iii) Decrease in liver size;
- iv) Increase in serum bilirubin levels:
- v) Coagulopathy with an international normalized ratio (INR) higher than 1.5;
   vi) Development of liver failure within 7 days of onset of symptoms;
- vii) No known history of liver disease.

The diagnosis must be confirmed by a gastroenterologist.

The following situations are hereby excluded:

- All other non-viral causes of acute liver failure (including paracetamol or aflatoxin i) poisoning);
- ii) Fulminant viral hepatitis associated with intravenous drug abuse.
- t) Traumatic brain injury resulting in permanent loss of physical abilities Definitive diagnosis of a brain function disorder because of traumatic brain injury. The traumatic brain injury must result in a total incapacity to independently perform at least 3 of the 6 Activities of Daily Life (ADL) for an uninterrupted period of at least 3 months without reasonable probability of recovery.

The diagnosis must be confirmed by a Neurologist or Neurosurgeon and supported by typical imaging results (head CT scan or MRI).

The following situations are hereby excluded:

- Any traumatic brain injury due to self-inflicted injuries, alcohol consumption or i) drugs.
- u) HIV infection due to blood transfusion and blood derivatives

Definitive diagnosis of infection with the Human Immunodeficiency Virus (HIV) resulting from transfusion of blood and blood derivatives, occurring within one of the countries of the European Union, Switzerland, Norway, USA, Canada, Australia, New Zealand:

- Infection caused by a clinically necessary transfusion of blood and blood i) derivatives, which occurred after the start of the policy;
- The institution or service, which provided the blood and blood derivatives, is ii) registered and officially recognized by health authorities;
- iii) The institution or service, which provided the blood and blood derivatives, acknowledges its responsibility;

Page 36/56

iv) HIV seroconversion must occur within 12 months of transfusion.

The following situations are hereby excluded:

- i) HIV infection resulting from any other form of transmission, including sexual activity or drug use;
- ii) HIV infection resulting from blood transfusion and blood derivatives due to hemophilia or major thalassemia.
- v) Loss of limbs

Definitive diagnosis of complete amputation of two or more limbs, at or above the wrist or ankle, because of an accidental or clinically necessary amputation. The diagnosis must be confirmed by a general surgeon or orthopedician.

The following situations are hereby excluded:

i) Loss of limbs due to self-inflicted injury.

 w) <u>Speech impairment</u> – permanent and irreversible Definitive diagnosis of total and irreversible loss of the ability to speak because of physical injury or illness. The clinical condition must be present for an uninterrupted period of at least 6 months. The diagnosis must be confirmed by an ENT doctor.

The following situations are hereby excluded:

- i) Speech impairment due to psychiatric reasons.
- x) <u>Third-degree burns</u> covering 20% of body surface area Burns that involve the destruction of the skin at all its depth, up to the underlying tissue (third-degree burns) and that cover at least 20% of the body surface, as proven by the "Wallace rule of nines" or the "Lund and Browder Chart". The diagnosis must be confirmed by a specialist in Plastic and Reconstructive Surgery.

The following situations are hereby excluded:

- i) Third-degree burns due to self-inflicted injury;
- ii) Any first or second-degree burns.
- y) <u>Motor neuron disease</u> resulting in the permanent loss of physical abilities Definitive diagnosis of one of the following motor neuron diseases:
  - i) Amyotrophic lateral sclerosis (ALS or Lou Gehrig's disease);
  - ii) Primary lateral sclerosis (PLE);
  - iii) Progressive Muscular Atrophy (PMA);
  - iv) Progressive bulbar paralysis (PBP).

The disease must result in a total inability to independently perform at least three of the six Activities of Daily Life (ADL) for a continuous period of at least 3 months without reasonable probability of recovery.

The diagnosis must be confirmed by a neurologist and supported by nerve conduction study (NCS) and electromyography (EMG).

The following situations are hereby excluded:

- i) Multifocal motor neuropathy (MMN) and inclusion body myositis;
- ii) Post polio syndrome;
- iii) Spinal muscular atrophy;
- iv) Polymyositis and dermatomyositis.

Page 37/ 56

z) Bacterial meningitis - resulting in persistent symptoms

Definitive diagnosis of bacterial meningitis resulting in a persistent neurological deficit confirmed at least 3 months after the date of diagnosis. The diagnosis must be confirmed by a neurologist and supported by the growth of pathogenic bacteria from cerebrospinal fluid culture.

The following situations are hereby excluded:

- i) Aseptic, viral, parasitological or non-infectious meningitis.
- aa) <u>Idiopathic Parkinson's disease (before the age of 65)</u> resulting in permanent loss of physical abilities

Definitive diagnosis of primary idiopathic Parkinson's disease, evidenced by at least two of the following clinical manifestations:

- i) Muscle stiffness;
- ii) Tremor;
- iii) Bradykinesia (abnormal slowness of movements, indolence of physical and mental responses).

Idiopathic Parkinson's disease must result (before age 65) in a total disability to independently perform at least 3 of the 6 Activities of Daily Life (ADL) for a continuous period of at least 3 months, regardless of pharmacological treatment, without reasonable possibility of recovery.

The diagnosis must be confirmed by a neurologist. The implantation of a neuro-stimulator to control the symptoms through deep brain stimulation is, regardless of the Activities of Daily Life (ADL), covered by this definition. The implantation must be determined as clinically necessary by a neurologist or neurosurgeon.

The following situations are hereby excluded:

- i) Secondary parkinsonism (including drug or toxin-induced parkinsonism);
- ii) Essential tremors;
- iii) Parkinsonism related to other neurodegenerative diseases.

2 - For the purposes of this additional coverage, the following are considered Activities of Daily Life (ADL):

- Having a bath/shower the ability to wash oneself in the bath or shower (including getting in and out of the bath or shower cubicle) or to wash oneself satisfactorily by other means;
- Getting dressed and/or undressing oneself the ability to dress, undress, tighten and loosen all clothing items and, if necessary, any orthotics, artificial limbs or other surgical devices;
- iii) Feeding oneself the inability to feed when food (solids and liquids) has been prepared and made available, including the ability to suck through a straw or use other adapted devices;
- iv) Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise controlling the functioning of the urinary and rectal sphincters;
- v) Moving between spaces the ability to go from one space to another on a flat surface;
- vi) Getting out of bed and/or going to bed the ability to get out of bed to a chair in a vertical position or wheelchair and vice versa.

3 - For the purposes of this additional coverage, Neurological Deficit is considered as the symptoms of dysfunction in the nervous system present in a clinical examination. The symptoms Page 38/ 56

covered include numbness (paresthesia) and hyperesthesia (increased sensitivity), paralysis, localized weakness, dysarthria (speech impairment), aphasia (inability to speak), dysphagia (difficult swallowing), visual impairment, walking difficulties, lack of coordination, tremors, convulsions, lethargy, dementia, delirium, and coma, excluding the following situations:

- i) alteration observed at CT scan or MRI or other imaging techniques without definite related clinical symptoms;
- ii) neurological signs that occur without symptomatic alteration, e.g., sudden reflexes without other symptoms;
- iii) symptoms of psychological or psychiatric origin.

# ARTIGO 4º - EXCLUSIONS

In addition to the exclusions contained in the General Conditions, claims resulting from the following situations shall be excluded from this additional coverage:

- a) Direct or indirect consequence of acts intentionally caused by the Insured Person, Policyholder or Beneficiary, or with their complicity, as well as the Insured Person's suicide attempt and all its consequences;
- b) Dueling or betting of any nature, as well as an accident resulting from an Insured Person's willful act;
- c) Injuries or lesions caused by acts of kidnapping, riots, insurrection, riots, brawls, terrorism or sabotage, wherever the events take place and whatever the parties involved therein;
- d) Revolution, civil war and war with a foreign country, whether declared or not;
- e) State of alcoholism and ingestion of drugs or medication without medical prescription;
- f) Sports practice at professional level or included in official championships;
- g) Extreme sports such as car racing, motorcycles, hunting outside the European territory, spearfishing, diving, mountaineering, speleology, any wrestling modality, parachuting, unpowered flight, hang-gliding, ultralight aviation, and in general, any sport or recreational activity that is evidently dangerous;
- h) Aviation Disasters, except when the Insured Person is a passenger on a commercial aircraft, duly authorized by the European Commission;
- i) Occurrence of nuclear risks;
- j) In case the Insured Person causes or aggravates their own health condition;
- k) Illness, therapy, surgical intervention, medical treatment and/or accident before the insurance policy comes into force;
- I) Disease accompanied by HIV infection; except for the provisions contained in paragraph u) of Article 3;
- m) Any illness and/or surgical intervention not defined in the present additional coverage.

# **ARTIGO 5TH - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

1 - Reporting of a claim must be made in writing and within 180 days immediately after the confirmation/diagnosis of the disease. The following documents must be sent to the Insurer, in addition to the information provided in Article 3 of these Special Conditions:

- an accurate and detailed clinical report prepared by the medical specialist who accompanies the Insured Person, which includes the diagnosis of the Critical Illness and the respective date, the reference to the whole clinical history of the Insured Person and the date on which the first symptoms of the Critical Illness were manifested, as well as any treatments, hospitalizations, surgeries and respective dates;
- ii) Histological report, when applicable

iii) reports regarding additional diagnostic and therapeutic means that evidence the diagnosis and respective clinical follow-up.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date of the communication, and there shall be no return of any premium.

3 - The Insured Person must authorize their attending physician to confidentially provide to the Insurer's representative physician all medical information regarding the declared claim.

**4** - The Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

**5** - Notwithstanding the provisions of the preceding paragraph, the expenses incurred in obtaining the necessary supporting documents shall always be borne by the Insured Person or Beneficiaries.

6 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third party physician on the panel.

**7** - The right to the warranties, under the terms of the present additional coverage, will be effective from the date of the Critical Illness verification by the Insurer.

8 - The Insurer shall communicate in writing to the interested parties its stance on the Insured Person's Critical Illness within 30 days after receipt of the documents described in paragraph 1.

## ARTIGO 6º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the Insured Person.

## **ARTIGO 7º - TERMINATION OF WARRANTIES**

- 1 For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:
  - a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
    - b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions.
    - c) In case of payment of the Insured Capital required for this additional coverage.
  - 2 Should the payment required under this additional coverage coincide with the total Insured Capital of the main coverage, the warranties of the said main coverage shall cease, as well as any other additional coverage mentioned in the Specific Conditions.

Page 40/ 56

- 3 If the payment required under this additional coverage does not coincide with the total Insured Capital of the main coverage, the warranties of any other additional coverage mentioned in the Specific Conditions shall cease, maintaining only the principal death coverage for the remaining capital.
- 4 When the capital of the coverage is less than the insured capital of the death coverage, if the death of the Insured Person occurs before thirty (30) days have elapsed from the date of diagnosis of the illness (date of the histology report by an accredited pathology laboratory), the capital due shall be the insured capital for the death coverage. Thus, the contract will immediately lose its effect.

## **ARTIGO 8º - PAYMENT OF THE PREMIUM**

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

#### **ARTIGO 9º - MISCELLANEOUS**

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

# Special Conditions – YOLO! Additional Coverage – 4 Critical Illnesses

# ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

CRITICAL ILLNESSES: The diseases identified in Article 3 of these Special Conditions.

PRE-EXISTING CONDITION: Disease that has been the subject of a confirmed diagnosis or that, with a sufficient degree of evidence, has manifested itself on a date prior to the execution of this contract.

GRACE PERIOD: Period between the commencement date of the coverage and the date on which it takes effect. Pre-existing illnesses are also considered those that manifest themselves during the grace period.

PHYSICIAN: A graduate from a Medical School authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

## ARTIGO 2º - COVERAGE OBJECT

1 - The Insurer hereby warrants the payment of the insured capital to the Beneficiary in case of occurrence of one of the Critical Illnesses mentioned in the following article during the validity of this coverage.

2 - The warranties granted by this coverage are subject to a grace period of three months, except for Cancer (invasive), in which the grace period is six months. In this case, the premiums paid for this coverage will be returned and the coverage will be cancelled with reference to its date of commencement.

3 - The capital of the main coverage of the policy is reduced by the amount that is paid under the present coverage. Therefore, any other additional coverage shall cease.

## **ARTIGO 3º - CRITICAL ILLNESSES**

1 - For the purposes of this additional coverage, the following are considered Critical Illnesses:

a) Invasive Cancer

Any malignant tumor positively diagnosed with histological confirmation and characterized by uncontrolled growth of malignant cells and tissue invasion. The diagnosis will have to be confirmed by a medical specialist.

Unless specifically excluded, leukemia, malignant lymphoma and myelodysplastic syndrome are covered by this definition.

The following situations are hereby excluded:

- Any tumor histologically classified as pre-malignant, non-invasive or carcinoma in situ (including ductal and lobular carcinoma in situ of the breast and cervical dysplasia CIN-1, CIN-2 and CIN-3);
- ii) Any prostate cancer, unless histologically classified as having a Gleason score greater than 6 or having progressed to at least a TNM clinical classification of T2N0M0;
- iii) Chronic lymphocytic leukemia, unless it has progressed to at least Binet Stage B;
- iv) Basal cell carcinoma or basallioma and squamous cell carcinoma of the skin and Stage IA malignant melanoma (T1aN0M0), unless there is evidence of metastases;
- v) Thyroid papillary cancer less than 1 cm in diameter and described histologically as T1N0M0;

Page 42/56

- vi) Papillary microcarcinoma of the bladder described histologically as Ta;
- vii) Polycythemia vera and essential thrombocythemia;
- viii) Monoclonal gamopathy of undetermined significance;
- ix) Gastric MALT lymphoma if the disease can be treated with *Helicobacter pylori* eradication;
- x) Gastrointestinal stromal tumor (GIST), stages I and II, according to the AJCC Cancer Staging Manual, Seventh Edition (2010);
- xi) Skin lymphoma, except if treatment with chemotherapy or radiotherapy is required;
- xii) Microinvasive breast carcinoma (histologically classified as T1mic), except if mastectomy, chemotherapy or radiotherapy is required;
- xiii) Microinvasive carcinoma of the cervix (histologically classified as stage IA1), except if hysterectomy, chemotherapy or radiotherapy is required.

#### b) <u>Myocardial infarction (Heart attack)</u>

A myocardial infarction consists of the death of heart tissue due to a prolonged obstruction of blood flow. The infarction must be evidenced by an increase and/or decrease of cardiac biomarkers (troponin or CKMB) to levels considered diagnostic of myocardial infarction, in conjunction with at least two of the following criteria:

- i) Symptoms of ischemia (such as chest pain);
- ii) Electrocardiographic (ECG) alterations indicative of recent ischemia (recent ST-T segment alterations or recent left branch block);
- iii) Development of pathological Q waves in the ECG.

The diagnosis must be confirmed by a cardiologist.

The following situations are hereby excluded:

- i) Acute coronary syndrome (stable or unstable angina pectoris);
- ii) Elevated troponin in the absence of ischemic heart disease manifestations (e.g. myocarditis, cardiac tamponade, myocardial contusion, pulmonary embolism, toxicity due to drug use);
- iii) Myocardial infarction with normal coronary arteries or caused by coronary vessel spasm, intra-myocardial tract (myocardial bridging) or drug abuse;
- iv) Myocardial infarction that occurs within 14 days after coronary angioplasty or bypass surgery.
- c) <u>Stroke</u> resulting in permanent symptoms

Brain tissue death due to an acute cerebrovascular event caused by thrombosis or intracranial bleeding (including subarachnoid hemorrhage), or extracranial embolism with:

- i) acute onset of new neurological symptoms; and
- ii) recent and objective neurological deficits in clinical examination.

The neurological deficit should persist for more than 3 months after the date of diagnosis. This diagnosis must be confirmed by a neurologist and supported by imaging results.

The following situations are hereby excluded:

- i) Transient ischemic accident (TIA) and prolonged reversible ischemic neurological deficit (PRIND);
- ii) Traumatic injury to brain tissue or blood vessels;
- iii) Neurological deficits due to general hypoxia, infection, inflammatory disease, migraine or medical intervention;
- iv) Accidental imaging results (CT scan or MRI) without clearly related clinical symptoms (silent stroke).
- d) <u>Coronary bypass surgery</u> for treatment of multiple vessel coronary disease Conducting heart surgery to correct the narrowing or blocking of two or more coronary arteries with bypass grafts. This includes cardiac surgery with total sternotomy (vertical division of the sternum) and minimally invasive procedures (partial sternotomy or

Page 43/ 56

thoracotomy). The surgery must be determined as being clinically necessary by a cardiologist or cardiothoracic surgeon and supported by the coronary angiogram results.

The following situations are hereby excluded:

- i) Bypass surgery to treat stenosis or blockage of a coronary artery;
- ii) Coronary angioplasty or stent placement.

2 - For the purposes of this additional coverage, the following are considered Activities of Daily Life (ADL):

- Having a bath/shower the ability to wash oneself in the bath or shower (including getting in and out of the bath or shower cubicle) or to wash oneself satisfactorily by other means;
- Getting dressed and/or undressing oneself the ability to dress, undress, tighten and loosen all clothing items and, if necessary, any orthotics, artificial limbs or other surgical devices;
- iii) Feeding oneself the inability to feed when food (solids and liquids) has been prepared and made available, including the ability to suck through a straw or use other adapted devices;
- iv) Maintaining personal hygiene the ability to maintain a satisfactory level of personal hygiene by using the toilet or otherwise controlling the functioning of the urinary and rectal sphincters;
- v) Moving between spaces the ability to go from one space to another on a flat surface;
- vi) Getting out of bed and/or going to bed the ability to get out of bed to a chair in a vertical position or wheelchair and vice versa.

3 - For the purposes of this additional coverage, Neurological Deficit is considered as the symptoms of dysfunction in the nervous system present in a clinical examination. The symptoms covered include numbness (paresthesia) and hyperesthesia (increased sensitivity), paralysis, localized weakness, dysarthria (speech impairment), aphasia (inability to speak), dysphagia (difficult swallowing), visual impairment, walking difficulties, lack of coordination, tremors, convulsions, lethargy, dementia, delirium, and coma, excluding the following situations:

- i) alteration observed at CT scan or MRI or other imaging techniques without definite related clinical symptoms;
- ii) neurological signs that occur without symptomatic alteration, e.g., sudden reflexes without other symptoms;
- iii) symptoms of psychological or psychiatric origin.

## ARTIGO 4º - EXCLUSIONS

In addition to the exclusions contained in the General Conditions, claims resulting from the following situations shall be excluded from this additional coverage:

- a) Direct or indirect consequence of acts intentionally caused by the Insured Person, Policyholder or Beneficiary, or with their complicity, as well as the Insured Person's suicide attempt and all its consequences;
- b) Dueling or betting of any nature, as well as an accident resulting from an Insured Person's willful act;
- c) Injuries or lesions caused by acts of kidnapping, riots, insurrection, riots, brawls, terrorism or sabotage, wherever the events take place and whatever the parties involved therein;
- d) Revolution, civil war and war with a foreign country, whether declared or not;

Page 44/ 56

- e) State of alcoholism and ingestion of drugs or medication without medical prescription;
- f) Sports practice at professional level or included in official championships;
- g) Extreme sports such as car racing, motorcycles, hunting outside the European territory, spearfishing, diving, mountaineering, speleology, any wrestling modality, parachuting, unpowered flight, hang-gliding, ultralight aviation, and in general, any sport or recreational activity that is evidently dangerous;
- h) Aviation Disasters, except when the Insured Person is a passenger on a commercial aircraft, duly authorized by the European Commission;
- i) Occurrence of nuclear risks;
- j) In case the Insured Person causes or aggravates their own health condition;
- k) Illness, therapy, surgical intervention, medical treatment and/or accident before the insurance policy comes into force;
- I) Disease accompanied by HIV infection;
- m) Any illness and/or surgical intervention not defined in the present additional coverage

## **ARTIGO 5TH - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

1 - Reporting of a claim must be made in writing and within 180 days immediately after the confirmation/diagnosis of the disease. The following documents must be sent to the Insurer, in addition to the information provided in Article 3 of these Special Conditions:

- an accurate and detailed clinical report prepared by the medical specialist who accompanies the Insured Person, which includes the diagnosis of the Critical Illness and the respective date, the reference to the whole clinical history of the Insured Person and the date on which the first symptoms of the Critical Illness were manifested, as well as any treatments, hospitalizations, surgeries and respective dates;
- ii) Histological report, when applicable
- iii) reports regarding additional diagnostic and therapeutic means that evidence the diagnosis and respective clinical follow-up.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date of the communication, and there shall be no return of any premium.

# 3 - The Insured Person must authorize their attending physician to confidentially provide to the Insurer's representative physician all medical information regarding the declared claim.

**4** - The Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

**5** - Notwithstanding the provisions of the preceding paragraph, the expenses incurred in obtaining the necessary supporting documents shall always be borne by the Insured Person or Beneficiaries.

# 6 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the

Page 45/ 56

Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third party physician on the panel.

**7** - The right to the warranties, under the terms of the present additional coverage, will be effective from the date of the Critical Illness verification by the Insurer.

8 - The Insurer shall communicate in writing to the interested parties its stance on the Insured Person's Critical Illness within 30 days after receipt of the documents described in paragraph 1.

## ARTIGO 6º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the Insured Person.

# **ARTIGO 7º - TERMINATION OF WARRANTIES**

- 1 For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:
   a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
  - b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions;
  - c) In case of payment of the Insured Capital required for the present additional coverage.
- 2 Should the payment required under this additional coverage coincide with the total Insured Capital of the main coverage, the warranties of the said main coverage shall cease, as well as any other additional coverage mentioned in the Specific Conditions.
- 3 If the payment required under this additional coverage does not coincide with the total Insured Capital of the main coverage, the warranties of any other additional coverage mentioned in the Specific Conditions shall cease, maintaining only the principal death coverage for the remaining capital.
- 4 When the capital of the coverage is less than the insured capital of the death coverage, if the death of the Insured Person occurs before thirty (30) days have elapsed from the date of diagnosis of the illness (date of the histology report by an accredited pathology laboratory), the capital due shall be the insured capital for the death coverage. Thus, the contract will immediately lose its effect.

## ARTIGO 8º - PAYMENT OF THE PREMIUM

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

## ARTIGO 9º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

# Special Conditions – YOLO! Additional Coverage – Carcinoma in Situ

# ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

PRE-EXISTING CONDITION: Disease that has been the subject of a confirmed diagnosis or that, with a sufficient degree of evidence, has manifested itself on a date prior to the execution of this contract.

GRACE PERIOD: Period between the commencement date of the coverage and the date on which it takes effect. Pre-existing illnesses are also considered those that manifest themselves during the grace period.

PHYSICIAN: A graduate from a Medical School authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

## ARTIGO 2º - COVERAGE OBJECT

- 1 The Insurer hereby warrants the payment of the Insured Capital defined in the Specific Conditions or in the Individual Certificate regarding Carcinoma In Situ coverage.
- 2 For the purposes of this additional coverage, they are considered as Carcinoma In Situ:
  - i) Tumor confirmed histologically as carcinoma in-situ (cancer confined to the surface and without invasion of the organ of origin) and classified as Tis by the "American Joint Committee on Cancer" (AJCC) manual - 8th edition, 2018
  - ii) Tumor confirmed histologically and classified as Ta by the American Joint Committee on Cancer (AJCC) manual 8th edition, 2018.

The diagnosis of non-invasive cancer must be confirmed by a histological report from an accredited pathology laboratory.

- 3 For the purposes of this coverage, the following situations are hereby excluded:
  - i) Any Tumor that, histologically described as benign, pre-malignant, borderline, low malignancy potential, dysplasia or intraepithelial neoplasia;
  - ii) Squamous cell carcinoma in situ;
  - iii) Melanoma in situ.
- 4 The warranties granted by this coverage are subject to a grace period of six months. In this case, the premiums paid in respect of this coverage will be returned and the coverage will be cancelled with reference to its commencement date.
- 5 The capital of this coverage ceases, whilst all other coverage remaining unchanged.

## ARTIGO 3º - EXCLUSIONS

In addition to the exclusions contained in the General Conditions, claims resulting from the following situations shall be excluded from this additional coverage:

- a) Direct or indirect consequence of acts intentionally caused by the Insured Person, Policyholder or Beneficiary, or with their complicity, as well as the Insured Person's suicide attempt and all its consequences;
- b) Dueling or betting of any nature, as well as an accident resulting from an Insured Person's willful act;

Page 47/ 56

- c) Injuries or lesions caused by acts of kidnapping, riots, insurrection, riots, brawls, terrorism or sabotage, wherever the events take place and whatever the parties involved therein;
- d) Revolution, civil war and war with a foreign country, whether declared or not;
- e) State of alcoholism and ingestion of drugs or medication without medical prescription;
- f) Sports practice at professional level or included in official championships;
- g) Extreme sports such as car racing, motorcycles, hunting outside the European territory, spearfishing, diving, mountaineering, speleology, any wrestling modality, parachuting, unpowered flight, hang-gliding, ultralight aviation, and in general, any sport or recreational activity that is evidently dangerous;
- h) Aviation Disasters, except when the Insured Person is a passenger on a commercial aircraft, duly authorized by the European Commission;
- i) Occurrence of nuclear risks;
- j) In case the Insured Person causes or aggravates their own health condition;
- k) Illness, therapy, surgical intervention, medical treatment and/or accident before the insurance policy comes into force;
- I) Disease accompanied by HIV infection;
- m) Any illness and/or surgical intervention not defined in the present additional coverage.

# ARTIGO 4TH - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES

1 - Reporting of a claim must be made in writing and within 180 days immediately after the confirmation/diagnosis of the disease. The following documents must be sent to the Insurer, in addition to the information provided in Article 3 of these Special Conditions:

- an accurate and detailed clinical report prepared by the medical specialist who accompanies the Insured Person, which includes the diagnosis of the Critical Illness and the respective date, the reference to the whole clinical history of the Insured Person and the date on which the first symptoms of the Critical Illness were manifested, as well as any treatments, hospitalizations, surgeries and respective dates;
- ii) Histological report, when applicable
- iii) reports regarding additional diagnostic and therapeutic means that evidence the diagnosis and respective clinical follow-up.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date of the communication, and there shall be no return of any premium.

3 - The Insured Person must authorize their attending physician to confidentially provide to the Insurer's representative physician all medical information regarding the declared claim.

**4** - The Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

5 - Notwithstanding the provisions of the preceding paragraph, the expenses incurred in obtaining the

Page 48/ 56

necessary supporting documents shall always be borne by the Insured Person or Beneficiaries.

6 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third party physician on the panel.

**7** - The right to the warranties, under the terms of the present additional coverage, will be effective from the date of the Critical Illness verification by the Insurer.

8 - The Insurer shall communicate in writing to the interested parties its stance on the Insured Person's Critical Illness within 30 days after receipt of the documents described in paragraph 1.

## **ARTIGO 5º - BENEFICIARIES**

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the **Insured Person**.

# **ARTIGO 6º - TERMINATION OF WARRANTIES**

- 1 For each Insured Person, the warranties of this additional coverage shall be rendered ineffective: a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage,
  - which this additional coverage is a part of;
  - b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions;
  - c) In case of payment of the Insured Capital required for the present additional coverage.
  - d) In case of payment of the coverage for 27 Critical Illnesses or 4 Critical Illnesses.

2 – In the event of payment required under this additional coverage, the warranties of the said main coverage, as well as any other additional coverage, remain in force for the Insured Capital, and are not subject to any alteration.

## ARTIGO 7º - PAYMENT OF THE PREMIUM

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

## ARTIGO 8º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

Page 49/ 56

# Special Conditions – YOLO! Additional Coverage – Invasive Cancer

# ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

INVASIVE CANCER Any malignant tumor positively diagnosed with histological confirmation and characterized by uncontrolled growth of malignant cells and tissue invasion.

PRE-EXISTING CONDITION: Disease that has been the subject of a confirmed diagnosis or that, with a sufficient degree of evidence, has manifested itself on a date prior to the execution of this contract.

GRACE PERIOD: Period between the commencement date of the coverage and the date on which it takes effect. Pre-existing illnesses are also considered those that manifest themselves during the grace period.

PHYSICIAN: A graduate from a Medical School authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

# ARTIGO 2º - COVERAGE OBJECT

1 - The Insurer hereby warrants the payment of the Insured Capital defined in the Specific Conditions or in the Individual Certificate regarding the Invasive Cancer coverage.

The diagnosis of this coverage will have to be confirmed by a medical specialist.

- 2 Unless specifically excluded, leukemia, malignant myelodysplastic syndrome lymphoma are covered by this definition.
- 3 For the purposes of this coverage, the following situations are hereby excluded:
  - (a) Any tumor histologically classified as pre-malignant, noninvasive or carcinoma in situ (including ductal and lobular carcinoma in situ of the breast and cervical dysplasia CIN-1, CIN-2 and CIN-3);
  - (b) Any prostate cancer, unless histologically classified as having a Gleason score greater than 6 or having progressed to at least a TNM clinical classification of T2N0M0;
  - (c) Chronic lymphocytic leukemia, unless it has progressed to at least Binet Stage B;
  - (d) Basal cell carcinoma or basallioma and squamous cell carcinoma of the skin and malignant melanoma of Stage IA (T1aN0M0), unless there is evidence of metastases;
  - (e) Thyroid papillary cancer less than 1 cm in diameter and described histologically as T1N0M0;
  - (f) Papillary microcarcinoma of the bladder described histologically as Ta;
  - (g) Polycythemia vera and essential thrombocythemia;
  - (h) Monoclonal gamopathy of undetermined significance;
  - (i) Gastric MALT lymphoma if the disease can be treated with Helicobacter pylori eradication;
  - (j) Gastrointestinal stromal tumor (GIST), stages I and II, according to the AJCC Cancer Staging Manual, Seventh Edition (2010);
  - (k) Skin lymphoma, except if treatment with chemotherapy or radiotherapy is required;
  - (I) Microinvasive breast carcinoma (histologically classified as T1mic), except if mastectomy, chemotherapy or radiotherapy is required;
  - (m) Microinvasive carcinoma of the cervix (histologically classified as stage IA1), except if hysterectomy, chemotherapy or radiotherapy is required.
- 4 The warranties conferred by this coverage are subject to a grace period of six months. In this case, the premiums paid in respect of this cover will be returned and the coverage will be cancelled with reference to its commencement date.

Page 50/ 56

5 - The capital of the main coverage of the policy is reduced by the amount that is paid under this coverage. Thus, any other additional coverage shall become ineffective.

# ARTIGO 3º - EXCLUSIONS

In addition to the exclusions contained in the General Conditions, claims resulting from the following situations shall be excluded from this additional coverage:

- a) Direct or indirect consequence of acts intentionally caused by the Insured Person, Policyholder or Beneficiary, or with their complicity, as well as the Insured Person's suicide attempt and all its consequences;
- b) Dueling or betting of any nature, as well as an accident resulting from an Insured Person's willful act;
- c) Injuries or lesions caused by acts of kidnapping, riots, insurrection, riots, brawls, terrorism or sabotage, wherever the events take place and whatever the parties involved therein;
- d) Revolution, civil war and war with a foreign country, whether declared or not;
- e) State of alcoholism and ingestion of drugs or medication without medical prescription;
- f) Sports practice at professional level or included in official championships;
- g) Extreme sports such as car racing, motorcycles, hunting outside the European territory, spearfishing, diving, mountaineering, speleology, any wrestling modality, parachuting, unpowered flight, hang-gliding, ultralight aviation, and in general, any sport or recreational activity that is evidently dangerous;
- h) Aviation Disasters, except when the Insured Person is a passenger on a commercial aircraft, duly authorized by the European Commission;
- i) Occurrence of nuclear risks;
- j) In case the Insured Person causes or aggravates their own health condition;
- k) Illness, therapy, surgical intervention, medical treatment and/or accident before the insurance policy comes into force;
- I) Disease accompanied by HIV infection;
- m) Any illness and/or surgical intervention not defined in the present additional coverage.

## ARTIGO 4TH - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES

1 - Reporting of a claim must be made in writing and within 180 days immediately after the confirmation/diagnosis of the disease. The following documents must be sent to the Insurer, in addition to the information provided in Article 3 of these Special Conditions:

- an accurate and detailed clinical report prepared by the medical specialist who accompanies the Insured Person, which includes the diagnosis of the Critical Illness and the respective date, the reference to the whole clinical history of the Insured Person and the date on which the first symptoms of the Critical Illness were manifested, as well as any treatments, hospitalizations, surgeries and respective dates;
- ii) Histological report, when applicable
- iii) reports regarding additional diagnostic and therapeutic means that evidence the diagnosis and respective clinical follow-up.

2 - Whenever the verification of a claim is communicated to the Insurer after the term foreseen in the previous paragraph, payment by the Insurer will correspond to the insured capital on the date

Page 51/56

# 

of the communication, and there shall be no return of any premium.

# 3 - The Insured Person must authorize their attending physician to confidentially provide to the Insurer's representative physician all medical information regarding the declared claim.

**4** - The Insurer reserves the right to demand, at their own expense, any additional justification and to carry out any investigations deemed appropriate to determine the Insured Person's health state. Namely, having the Insured Person examined by doctors appointed by the Insurer. The Insurer's responsibility shall cease, if the Policyholder, the Insured Person or the Beneficiaries hinder or prevent the normal performance of these procedures.

**5** - Notwithstanding the provisions of the preceding paragraph, the expenses incurred in obtaining the necessary supporting documents shall always be borne by the Insured Person or Beneficiaries.

6 - Differences of a clinical nature shall be settled by a medical panel, which must be held in Portugal, consisting of three medical experts. One expert shall be appointed by the Insurer, another by the Insured Person and the third expert shall be appointed upon agreement between the parties. The respective decisions will be made by majority and will not be subject to appeal. Each party shall bear the expenses and fees of their own medical expert, as well as 50% of the charges relating to the third party physician on the panel.

**7** - The right to the warranties, under the terms of the present additional coverage, will be effective from the date of the Critical Illness verification by the Insurer.

8 - The Insurer shall communicate in writing to the interested parties its stance on the Insured Person's Critical Illness within 30 days after receipt of the documents described in paragraph 1.

# ARTIGO 5º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the **Insured Person**.

## **ARTIGO 6º - TERMINATION OF WARRANTIES**

- 1 For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:
  a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
  - b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions;
  - c) in case of payment of the Insured Capital required for the present additional coverage.
- 2 Should the payment required under this additional coverage coincide with the total Insured Capital of the main coverage, the warranties of the said main coverage shall cease, as well as any other additional coverage mentioned in the Specific Conditions.
- 3 If the payment required under this additional coverage does not coincide with the total Insured Capital of the main coverage, the warranties of any other additional coverage mentioned in the Specific Conditions shall cease, maintaining only the principal death coverage for the remaining capital.

Page 52/ 56

4 - When the capital of the coverage is less than the insured capital of the death coverage, if the death of the Insured Person occurs before thirty (30) days have elapsed from the date of diagnosis of the illness (date of the histology report by an accredited pathology laboratory), the capital due shall be the insured capital for the death coverage. Thus, the contract will immediately lose its effect.

# **ARTIGO 7º - PAYMENT OF THE PREMIUM**

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

#### ARTIGO 8º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

Page 53/ 56

# Special Conditions – YOLO! Additional Coverage – Daily charge for inpatient/day services

# ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definitions are listed below:

DAILY CHARGE FOR INPATIENT/DAY SERVICES: Insured Person's hospitalization for more than 24 hours in an establishment for sick or injured persons, where graduated doctors and nurses ensure permanent assistance.

Sanatoriums, spas, retirement homes, care homes for the elderly are hereby excluded.

GRACE PERIOD: Period between the commencement date of the coverage and the date on which it takes effect. Pre-existing illnesses are also considered those that manifest themselves during the grace period period.

PHYSICIAN: A graduate from a Medical School authorized to practice the profession in their country of residence. All specialties not recognized by the Portuguese Medical Association are hereby excluded.

# ARTIGO 2º - COVERAGE OBJECT

1 - The Insurer hereby warrants the payment of the daily charge for inpatient/day services that appears in the Specific Conditions or Individual Certificate.

2 – Charging for inpatient/day services may be different if the stay is in an intensive care unit.

3 - The allowance will be paid for as long as the hospitalization continues, for a maximum of 180 days in each year, from the period indicated in the contract (deductible), except if the hospitalization is due to an accident. This grace period is only valid for the first hospitalization that occurs within each annuity.

# ARTIGO 3º - EXCLUSIONS

In addition to the exclusions contained in the General Conditions, claims resulting from the following situations shall be excluded from this additional coverage:

- a) Direct or indirect consequence of acts intentionally caused by the Insured Person, Policyholder or Beneficiary, or with their complicity, as well as the Insured Person's suicide attempt and all its consequences;
- b) Dueling or betting of any nature, as well as an accident resulting from an Insured Person's willful act;
- c) Injuries or lesions caused by acts of kidnapping, riots, insurrection, riots, brawls, terrorism or sabotage, wherever the events take place and whatever the parties involved therein;
- d) Revolution, civil war and war with a foreign country, whether declared or not;
- e) State of alcoholism and ingestion of drugs or medication without medical prescription;
- f) Sports practice at professional level or included in official championships;
- g) Extreme sports such as car racing, motorcycles, hunting outside the European territory, spearfishing, diving, mountaineering, speleology, any wrestling modality, parachuting, unpowered flight, hang-gliding, ultralight aviation, and in general, any sport or recreational activity that is evidently dangerous;
- h) Aviation Disasters, except when the Insured Person is a passenger on a commercial aircraft, duly authorized by the European Commission;
- i) Occurrence of nuclear risks;

Page 54/ 56

- j) In case the Insured Person causes or aggravates their own health condition;
- k) Illness, therapy, surgical intervention, medical treatment and/or accident before the insurance policy comes into force;
- I) Disease accompanied by HIV infection;
- m) Childbirth or pregnancy, occurring within nine months of the date of this warranty;
- n) Plastic surgery operation, unless it becomes necessary as a result of an accident not excluded by this coverage;
- o) Special healing treatments, such as rest cures, regimen cures, detoxification cures, hydrotherapy cures or others not prescribed by a doctor;
- p) Surgical intervention, as long as it is not due to an accident.
- q) Direct or indirect consequence of an act by the Insured/ Insured Person or performed with their complicity.

## **ARTIGO 4TH - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

- 1) The Insured Person undertakes before the Insurance Company to:
  - a) Report the hospitalization by registered letter within 30 days, from the date of its start;
  - b) Send a medical report stating the cause and expected hospital stay;
  - c) After the hospitalization, submit a medical declaration stating the date of discharge and the number of inpatient days.

## ARTIGO 5º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiary is the **Insured Person**.

#### **ARTIGO 6º - TERMINATION OF WARRANTIES**

1 - For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:

- a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
- b) When the Insured Person reaches the actuarial age of 67 on the contract renewal date, unless otherwise indicated in the Specific Conditions or Individual Certificate;

## ARTIGO 7º - PAYMENT OF THE PREMIUM

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

## ARTIGO 8º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

# Special Conditions – YOLO! Additional Coverage – Funeral Allowance

# ARTIGO 1º - DEFINITIONS

For the purposes of this additional coverage, the following definition is listed below:

FUNERAL: burial ceremony or cremation of a deceased person.

# ARTIGO 2º - COVERAGE OBJECT

The Insurer hereby warrants the payment of the Insured Capital defined in the Specific Conditions or Individual Certificate regarding the Funeral Allowance coverage.

## **ARTIGO 3RD - JUSTIFICATION AND RECOGNITION OF THE RIGHT TO WARRANTIES**

The verification of a claim under this coverage shall be made with the communication sent to the Insurer by the Policyholder, Insured Person or Beneficiary, together with the verification of the Claim under the Death Coverage

# ARTIGO 4º - BENEFICIARIES

In case of failure to appoint a beneficiary to this additional coverage, the Beneficiaries are the legal heirs of the Insured Person.

#### **ARTIGO 5º - TERMINATION OF WARRANTIES**

1 - For each Insured Person, the warranties of this additional coverage shall be rendered ineffective:

- a) In case of termination, cancellation, declaration of nullity or expiration of the main coverage, which this additional coverage is a part of;
- b) When the Insured Person reaches the actuarial age of 67 on the date of renewal of the contract, unless otherwise indicated in the Specific Conditions or Individual Certificate;
- c) In case of payment of the Insured Capital required for the present additional coverage.

## ARTIGO 6º - PAYMENT OF THE PREMIUM

The payment of the premium for this additional coverage will be made jointly and under the same conditions as the premium for the main coverage.

#### ARTIGO 7º - MISCELLANEOUS

The rules contained in the General and Special Conditions shall apply to whatsoever is not expressly set forth in this additional coverage.

Page 56/ 56