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General and Special Conditions

2024

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MGEN, Mutuelle Générale de l'Éducation Nationale, Insurance Mutuality subject to the provisions of Book II of the French Mutuality Code, registered under no. 775 685 399, headquartered at 3, Square Max Hymans, 75748 Paris 15.

GENERAL CONDITIONS.....	3
PRELIMINARY ARTICLE.....	3
CHAPTER I - DEFINITIONS, PURPOSE, GUARANTEES AND EXCLUSIONS.....	3
ARTICLE 1 - Definitions.....	3
ARTICLE 2 - Object of the Agreement and Scope of Guarantees.....	5
ARTICLE 3 - Conditions to Join.....	5
ARTICLE 4 - Grace period and entry into force of guarantees.....	6
ARTICLE 5 - Exclusions.....	7
CHAPTER II - FORMATION OF THE AGREEMENT AND AMENDMENTS THERETO.....	7
ARTICLE 6 - Formation of the Agreement.....	7
ARTICLE 7 - Effects of the Agreement.....	8
ARTICLE 8 - Consolidation of the Agreement.....	8
ARTICLE 9 - Wilful Omissions or Inaccuracies of the Policyholder/Insured Person in the Initial Risk Statement.....	8
ARTICLE 10 - Negligent Omissions or Inaccuracies of the Policyholder/Insured Person in the Initial Risk Statement.....	8
ARTICLE 11 - Inclusion/Exclusion or Transfer of Insured Person.....	8
ARTICLE 12 - Re-entry of Policyholder/Insured Person.....	9
CHAPTER III – DURATION OF THE AGREEMENT.....	9
ARTICLE 13 - Start, Duration and Renewal of the Agreement.....	9
ARTICLE 14 – Termination of the Agreement.....	9
ARTICLE 15 - Free Termination.....	9
ARTICLE 16 - Termination of the Agreement due to Just Cause.....	10
ARTICLE 17 - Termination of Guarantees in Relation to Insured Persons.....	10
ARTICLE 18 - Effects of Termination of the Agreement.....	10
CHAPTER IV – INSURANCE VALUE AND PREMIUM.....	10
ARTICLE 19 - Insurance Value.....	10
ARTICLE 20 - Payment of the Premium.....	10
ARTICLE 21 – Failure to pay the Premium.....	11
ARTICLE 22 – Update of the Premium.....	11
CHAPTER V – RIGHTS AND OBLIGATIONS OF THE PARTIES.....	11
ARTICLE 23 - Obligations of the Policyholder and/or Insured Persons.....	11
ARTICLE 24 - Payment of Compensation.....	12
CHAPTER VI – FINAL PROVISIONS.....	12
ARTICLE 25 - Complementarity.....	12
ARTICLE 26 - Territorial Scope.....	12
ARTICLE 27 - Communications and Notices between the Parties.....	12
ARTICLE 29 - Subrogation.....	13
ARTICLE 30 – Data Protection.....	13
ARTICLE 31 - Complaints Management.....	14
ARTICLE 32 - Legislation and Jurisdiction.....	14
SPECIAL CONDITIONS.....	14
ARTICLE 1 - Hospitalisation Coverage.....	14
ARTICLE 2 - Coverage of Outpatient Assistance.....	15
ARTICLE 3 - Coverage of Dental Medicine and Stomatology.....	16
ARTICLE 4 - Coverage of Prostheses and Orthoses.....	16
ARTICLE 5 - Medication Coverage.....	17
ARTICLE 6 - Childbirth Coverage.....	17
ARTICLE 7 - Coverage of Access to the Welfare Network.....	17
ARTICLE 8 - HNA Spain Network Access Coverage.....	18
ARTICLE 9 - Periodic Check-up Coverage.....	19
ARTICLE 10 - Second International Medical Opinion Coverage.....	19
ARTICLE 11 - Access to the Dental Medicine Network.....	20
ARTICLE 12 - Online and Home Medicine Coverage.....	21
ARTICLE 13 - International Medical Network for Serious Illnesses.....	21

GENERAL CONDITIONS

PRELIMINARY ARTICLE

MGEN - Mutuelle Générale de l'Éducation Nationale, Insurance Mutuality subject to the provisions of Book II of the French Mutuality Code, registered under no. 775 685 399, with registered office at 3, Square Max Hymans, 75748 Paris 15, hereinafter referred to as MGEN, authorised to operate in Portugal by the Insurance and Pension Funds Supervisory Authority under the Free Provision of Services scheme, with number 4608, for the branch of Disease, verifiable at www.asf.com.pt and represented by MGEN Distribuição de Seguros, S.A., legal person no. 508 840 210, headquartered in Portugal at Rua Castilho, 39, 12.º H, 1250-068 Lisbon, establishes this Health Insurance Agreement regulated by the General, Special and Particular Conditions contained in the Policy and in accordance with the statements contained in the Proposal and other documentation that served as its basis and of which it is an integral part.

The control of MGEN's activity is for ACPR - Autorité de Contrôle Prudentiel et de Résolution, headquartered at 61 Rue Taitbout, 75436 Paris Cedex 09, in France.

CHAPTER I - DEFINITIONS, PURPOSE, GUARANTEES AND EXCLUSIONS

ARTICLE I - Definitions

The following meanings are established for the purposes provided in this Insurance Agreement:

- a) ACCIDENT/PRE-EXISTING DISEASE: Effects of accidents that took place or illnesses manifested before the date of signature of the Agreement, which the Insured Person still suffers from on the date of commencement thereof;
- b) ACCIDENT: Fortuitous, sudden and abnormal event, due to an external cause beyond the control of the Insured Person, that causes bodily harm that can be clinically and objectively verified;
- c) MEMBER: Natural person identified in the Particular Conditions of the Agreement, who adheres to it as primary member;
- d) HOUSEHOLD: Members of the Household are considered to be people who live in a common economy, that is, living together and having established a common experience of mutual help and sharing of resources, having with the primary Member the following family connections: spouse or person who lives with the Member; older relatives and in-laws, in straight line (for example: children, grandchildren, great-grandchildren, parents, grandparents, great-grandparents) or in the collateral line, up to the 3rd degree (for example, brothers, nephews, uncles); relatives and minor in-laws in any degree of the straight and collateral lines; foster parents, guardians and people to whom the Member is entrusted by judicial or administrative decision of entities or services legally competent for this purpose; adopted and protected by the primary Member or any member of the Household. The common economy situation is deemed maintained in cases where the primary Member or any of the members of the Household is relocated for a period equal to or less than 30 days or for a period greater than 30 days, for health reasons, academic or professional training or employment relationship.
- e) POLICY: Document which regulates the Agreement entered into between the Policyholder and MGEN, of which the General, Special and Particular Conditions, as well as Additional Minutes that may be issued during the term of the Agreement, are an integral part;
- f) ADDITIONAL MINUTES: Document that records a change to the Agreement;
- g) MEDICAL ACT: Act performed by a physician legally qualified by the relevant Association, including the promotion of health, the prevention and treatment of disease, the rehabilitation of people subject to it, and may determine complementary procedures carried out by other health professionals;
- h) BENEFICIARY: Individual, Member or Member of their Household, identified in the Particular Conditions of the Agreement, entitled to the benefits set out therein;
- i) HEALTH CARD: Personal and non-transferable card that identifies the Insured Person and allows access to healthcare to be provided within the Network of Providers;
- j) CLINIC: Legally acknowledged establishment where health services are provided, including on a permanent basis, by physicians and nurses or other health professionals; sanatoriums, nursing homes, drug addiction and alcoholism centres, spas and other similar establishments are not considered as such for the purposes of this Agreement;
- k) K COEFFICIENT: Weighting coefficient for the valuation of medical acts, used in the Code of Nomenclature and Relative Value of Medical Acts and published by the Association of Physicians;
- l) CONTRIBUTION: Percentage or maximum amount of medical expenses secured by this Agreement that is borne by MGEN;
- m) SPECIAL CONDITIONS: Clauses that complete and specify the General Conditions, of general application to certain coverages when contractually agreed;
- n) GENERAL CONDITIONS: Set of clauses that define and regulate generic and common obligations inherent to the Agreement;
- o) PARTICULAR CONDITIONS: Document containing the specific and individual elements of each Agreement that distinguish it from all others and whose provisions prevail over the clauses of its General Conditions and Special Conditions in accordance with the rules of the specialty and the Law.
- p) PERMANENT SERVICE VISIT: General and family medicine visit in a hospital emergency department or permanent care, during an Emergency Episode;

- q) **EMERGENCY VISIT:** General and family medicine visit in a hospital emergency department or permanent care and possible visit or assessment by a specialist physician of another area during the same Emergency Episode;
- r) **MEDICAL VISIT BY VIDEO CONFERENCE (also called video visit):** Visit of general medicine, family medicine or other medical specialty performed through telemedicine equipment that allows simultaneous transmission of image and sound, through a real-time conference between the physician and the Insured Person, safeguarding data security and confidentiality, as well as the computer record of these acts;
- s) **INSURANCE AGREEMENT:** Agreement by which MGEN undertakes coverage of certain risks, committing to meet the compensations or pay the insured capital in the event of an accident, under the agreed terms, in return for the payment of the corresponding Premium by the Policyholder;
- t) **CO-PAYMENT:** Fixed amount or percentage of the amount contributed by MGEN that is payable by the Insured Person, within the limits established in the Particular Conditions and for each of the medical acts guaranteed as a result of an agreed benefit secured by it, calculated after deducting the Excess if applicable;
- u) **CONTINUOUS CARE:** These are treatments that, through rehabilitation, aim to maintain and improve the functionality of patients with chronic diseases;
- v) **PALLIATIVE CARE:** These are treatments focused on the prevention and relief of physical and psychological suffering and on improving the well-being of terminally ill patients, with serious or incurable diseases, in an advanced and progressive stage;
- w) **MEDICAL EXPENSE:** Expense incurred by the Insured Person, following a claim, with the acquisition of Clinically Necessary Services, provided that they are prescribed or performed by a physician;
- x) **CONGENITAL DISEASE:** Illness present at birth, as a result of hereditary factors or conditions verified during pregnancy until the moment of birth;
- y) **CHRONIC DISEASE:** Illness that has one or more of the following features: it is permanent, produces residual disability/disabilities, is caused by irreversible pathological changes, requires special patient training for rehabilitation, or may require long periods of supervision, observation, or care;
- z) **SERIOUS DISEASE:** Oncological diseases, including suspected or pre-malignant conditions, neurological and central nervous system disease, heart disease, Parkinson's disease and Alzheimer's disease;
- aa) **MANIFESTED DISEASE:** Disease declared and subject to unequivocal diagnosis and/or giving rise to the applicable treatment or whose signs and symptoms cannot be unknown to the Insured Person;
- bb) **SUDDEN ILLNESS:** Any illness that requires Emergency Treatment in a Hospital, whether in an inpatient or outpatient setting;
- cc) **ILLNESS:** Any and all involuntary changes in the state of health, not caused by an accident and susceptible of objective medical verification;
- dd) **EMERGENCY EPISODE:** Set of medical acts performed within the scope of the hospital emergency or permanent care service, namely auxiliary diagnostic tests, general medicine visits and eventual assessment by a specialist physician;
- ee) **DEDUCTIBLE:** Fixed amount or percentage of medical expenses payable by the Insured Person, which do not constitute MGEN's indemnity obligation for the purposes of calculating the contributed amount of the claim and within the limits established by the Particular Conditions of the Agreement;
- ff) **OPEN GROUP:** Group of people, duly linked to a legal entity that enters into a protocol with MGEN, subscription to which is optional, materialising through the entering into of individual Agreements;
- gg) **CLOSED GROUP:** Previously determined group of people in which they are duly linked to a legal entity that is the policyholder of the Agreement, subscription to which is mandatory;
- hh) **HOSPITAL:** For the purposes of this Agreement, a Hospital is considered to be an establishment recognised in this way by the competent administrative entity, where permanent health services are provided, except for sanatoriums, nursing homes, drug addiction and alcoholism centres, spas and other similar establishments;
- ii) **ADMISSION:** Stay of the Insured Person in a Hospital, for a period equal to or greater than 24 hours, that gives rise to the payment of one or more per diems;
- jj) **PHYSICIAN:** Graduated by the School of Medicine or Dentistry, legally authorised to practice the profession in the relevant country, whose specialty and registration are acknowledged by the Portuguese Association of Physicians, the Portuguese Dental Association or similar entities in the countries where they carry out their activity;
- kk) **MINOR:** A Minor is anyone who has not yet turned 18 (eighteen) years of age;
- ll) **DELIVERY:** All medical procedures related to a birth and postpartum.
- mm) **SMALL SURGERY:** Surgery which, cumulatively, does not require an operating theatre for its performance, is performed under local anaesthesia and does not require special recovery care.
- nn) **GRACE PERIOD:** Period during which the coverage of the Agreement does not apply; however, the insured persons have access to the Network of Providers, applying the agreed prices.
- oo) **INSURED PERSON:** Natural person identified in the Particular Conditions of the Agreement, whose health or physical integrity is insured through it;
- pp) **PRE-AUTHORISATION:** Approval given by MGEN's clinical services, when required under the Agreement, allowing Insured Persons to access the healthcare guaranteed by it;
- qq) **PREMIUM:** Amount paid by the Policyholder to MGEN as consideration for the coverage contractually agreed under the Agreement;
- rr) **AGREED BENEFITS:** Medical expenses incurred by Insured Persons in the Network of Providers following a specific claim and whenever the specific act is covered by agreement, with MGEN's contribution being paid directly to these Providers;
- ss) **ACCESS TO THE ASSOCIATED NETWORK BENEFITS:** Medical expenses paid by the Insured Person following a specific claim, in which the Insured Person pays the entire price agreed by MGEN with each Provider directly to the Provider, at prices lower than those values for private visits, without there being a contribution from MGEN.

- tt) **INDEMNITY BENEFITS:** Medical expenses incurred by the Insured Person following a specific claim, where the specific act is not previously agreed with the Health Provider, which will be paid directly by the Insured Person to the Provider and give rise to a repayment from MGEN to the Insured Persons, according to the Contribution stipulated in the Particular Conditions of the Agreement;
- uu) **ASSOCIATED NETWORK PROVIDER:** Service provider and claims management entity that organises, on behalf of MGEN, the Network of Providers, manages the services due under the Agreement and can coordinate direct payment of medical expenses, whether to agreed providers, namely physicians, hospitals and diagnostic centres, or to Insured Persons;
- vv) **MEDICAL ASSISTANCE HEALTH PROVIDER:** Assistance Service, which organises and provides, on behalf of MGEN, in terms of the Agreed Benefits and in favour of Insured Persons, the provision of national medical assistance services set out in the Special Conditions of the Agreement;
- ww) **NETWORK OF PROVIDERS:** Set of health care providers, namely physicians, hospitals, clinics, diagnostic centres and other health units with which MGEN has entered into a service agreement and which ensure that the Insured Person is provided the services guaranteed by the Agreement within the scope of the Agreed Benefits;
- xx) **COMPLEMENTARY SCHEME:** Scope of guarantees in an Agreement in which, provided that they are expressly guaranteed in its Particular Conditions, the inherent Indemnity Benefits are expressly restricted to those to complement the benefits paid by another health subsystem (ADSE or equivalent) or the National Health Service in relation to the Special Guarantee for Medicines;
- yy) **INSURER:** Mutuelle Générale de l'Éducation Nationale, an Insurance Mutual duly authorised by ASF – Insurance and Pension Funds Supervisory Authority to operate in Portugal in the Non-Life branch, under the Free Provision of Services scheme, through its head office in France, under LPS code no. 4608, in the fields of Disease and Accident;
- zz) **PREVIOUS INSURANCE:** Insurance agreement with a minimum duration of 1 (one) year, entered into by the Insured Person or Policyholder with an Insurer other than MGEN.
In order for the existence of Previous Insurance to be considered, subscription to MGEN must occur within 60 (sixty) days following the end of that Agreement and the Insured Person or Policyholder cannot have been excluded from it at the Insurer's initiative;
- aaa) **CONTRIBUTORY GROUP INSURANCE:** Group insurance agreement in which the Insured Persons contribute in whole or in part to the payment of the Premium;
- bbb) **NON-CONTRIBUTORY GROUP INSURANCE:** Group insurance agreement in which the Insured Persons do not contribute to the payment of the Premium, which is fully paid by the Policyholder;
- ccc) **CLINICALLY NECESSARY SERVICES:** Goods, services or health care approved by MGEN, provided they are:
 - Necessary for the treatment of illness or injury resulting from an accident of the Insured Person;
 - Appropriate to the diagnosed situation;
 - Provided in the most cost-effective manner and best suited to the type of service to be provided;
 - Of acknowledged clinical validity;
- ddd) **CLAIM:** Any and all events that may lead to a guarantee under the Agreement, duly covered by one of its special conditions, that are being claimed;
- eee) **POLICYHOLDER:** Entity or individual who contracts the Agreement, on behalf of the Insured Persons, and is responsible for paying the Premium;
- fff) **EMERGENCY TREATMENT:** Emergency Treatment is that which must be carried out within 48 hours of occurrence when performed at a hospital or clinic which has a permanent care service.

ARTICLE 2 - Object of the Agreement and Scope of Guarantees

- This Insurance Agreement guarantees the payment of agreed or indemnity benefits as a result of any illness or accident, as set out in these General Conditions and as defined in the contracted Special Conditions, under the terms and up to the limits established in the Particular Conditions, except in the situations set out in article 5 of these General Conditions.
- The scope of the Agreement guarantees may guarantee expenses within a Complementary Scheme, where expressly indicated in its Particular Conditions.
- Online Medicine and Home Medicine can be guaranteed in accordance with the conditions set out in the Special Conditions of the Agreement, in the relevant part, provided that it is included in its Particular Conditions.
- This Insurance Agreement does not guarantee payment of any medical or medication expenses claimed by the network of hospitals and other institutions that are part of the National Health Service, when the Insured Person, being a beneficiary of such service, is assisted therein; however, the payment of the respective user charges is guaranteed.

ARTICLE 3 - Conditions to Join

- All persons may enter into the Agreement if they are accepted after completing the formalities defined by MGEN, in accordance with the criteria to join in force.
The Contractual proposal is deemed accepted by MGEN with the issuance of the relevant Policy and subsequent sending of the Health Card.
- All persons duly linked to a Closed Group, as well as their Household, can be admitted as Insured Persons of a Collective Agreement, provided that this is expressly indicated in its Particular Conditions.
- Members of an Open Group, as well as their Household, can be admitted as Insured Persons in an individual Agreement, provided that this is expressly

indicated in its Particular Conditions.

4. In the case of individual Agreements, the inclusion of the Household is always mandatory.
5. Inclusion, under the terms of the preceding paragraphs, of the Household in the Agreement requires subscription of all its members, considered in the terms of article 1(d), except in relation to persons in the following situations, for whom inclusion is optional:
 - a) Prolonged absence abroad for more than 90 days;
 - b) Being covered by another insurance agreement paid by the employer;
 - c) Being covered by a health subsystem (ADSE or equivalent).
6. If any of the exceptions set out in the preceding paragraph apply to more than one member of the household, the decision to take out insurance must be made in the same way for all of them.

ARTICLE 4 - Grace period and entry into force of guarantees

1. Unless otherwise stated and expressly mentioned in the list of Insured Persons in the Particular Conditions of the Agreement, the entry into force of its guarantees, in relation to each of the Insured Persons, shall take place, in the event of illness, after the grace periods referred to below have elapsed:
 - a) The Grace Period for any agreed (network) or indemnity (outside the network) benefit following illness is 90 (ninety) days, with the exception of the situations set out in the following paragraphs;
 - b) The Grace Period is extended to 365 (three hundred and sixty-five) days in case of renal lithotripsy, gynaecological surgery for a benign pathology, haemorrhoidectomy, mastectomy for a benign pathology, thyroidectomy for a benign pathology and cholecystectomy, rhinoseptoplasty and septoplasty, tonsillectomy, adenoidectomy and myringotomy, arthroscopic or arthrotomy surgery, surgical treatment of hernias, varicose veins, snoring, sleep apnoea, sleep therapy, eye treatments and surgeries;
 - c) The Grace Period is also extended to 365 (three hundred and sixty-five) days in the event of Serious Illness, pre-existing illness or accident, Chronic Disease, illness or pathology caused by a congenital malformation, treatments resulting from the infection of the HIV/AIDS virus, organ and tissue transplants and their implications, liver diseases, haemodialysis treatments, Continuous Care and Palliative Care, psychiatric illnesses, officially declared epidemic diseases, surgery and medical acts for the treatment of morbid obesity and injuries resulting from natural disasters, terrorism and acts of war.
2. The Grace Period is counted from the effective date of inclusion of each Insured Person, unless otherwise agreed.
3. The contractually established Grace Periods shall apply in respect of new cover and capital increases requested by the Policyholder in relation to the previous Agreement.
4. No grace periods shall apply in relation to the Insured Person, in the situations set out in paragraphs 1(a) and (b), in the event of:
 - a) Accident that requires Emergency Treatment in a Hospital, either in an inpatient or outpatient setting;
 - b) Sudden Illness occurring after the start of the guarantee period and requiring urgent hospital treatment;
 - c) Transfer of a Previous Insurance agreement in which the clinical situations mentioned in these paragraphs were already guaranteed, provided that the previous agreement refers to an insurance policy of an individual or closed group nature in the contributory form for the Insured Person and that the transfer was not the result of exclusion at the initiative of the previous insurer;
 - d) New employees in the company (or new members of a Closed Group) when admitted to the organisations for less than 30 (thirty) days and when the Agreement has been in force for at least 90 (ninety) days;
 - e) For the spouse by reason of marriage, or for dependents by birth or adoption if the rest of the Household was previously included in the Agreement and provided that the communication and their inclusion occurs within a maximum of 30 (thirty) days and that the start of the risk coincides with the date of the event.
5. No grace periods shall apply in relation to the Insured Person, in the situations set out in paragraph 1(c), in the event of:
 - a) Illnesses or congenital malformations, when they concern babies born during the term of the Agreement and that are included in the same within 30 (thirty) days of birth, provided that the start of the risk coincides with the date of birth;
 - b) Acute myocardial infarction, stroke or thrombosis, taking place after the start of the guarantee period and requiring Emergency Treatment in a Hospital or Clinic;
 - c) Transfer from a Previous Insurance agreement in which the clinical situations mentioned in this paragraph were already guaranteed, provided that the previous agreement refers to an insurance policy of an individual or closed group nature in the contributory form for the Insured Person and that the transfer was not the result of exclusion at the initiative of the previous insurer;
6. In case of transfer of insurance, MGEN shall request the following supporting documentation:

- a) Copy of the General and Particular Conditions of the Previous Insurance agreement;
- b) Copy of the last receipt of the Previous Insurance Premium paid;
- c) Statement issued by the previous insurer, indicating the reason for the cancellation, as well as the start and end date of the previous insurance;
- d) Additional documentation specific to the nature of the risk.

ARTICLE 5 - Exclusions

The following are excluded from this Insurance Agreement:

1. All medical acts performed as a result of a change or aggravation, in the Insured Person's state of health, intentionally caused by the latter;
2. Disorders caused by excessive alcohol consumption, use of narcotics and/or other drugs when not prescribed by a physician;
3. All medical acts and drugs related to smoking;
4. Expenses incurred on stays in rest or convalescent homes, thermal spas, sanatoriums, nursing homes, assisted living facilities, treatment centres for drug addiction, alcoholism and/or other chemical dependencies, and other similar establishments, as well as the corresponding treatments.
5. Expenses related to states of loss of autonomy that require assistance by third parties, except in the case of hospital Admission or carried out in agreed providers;
6. Treatments not officially acknowledged by the Association of Physicians, as well as medicines not approved by Informed, except when expressly indicated in the Particular Conditions of the Agreement and within the scope provided in its Special Conditions;
7. Situation in which the Insured Person requests hospital discharge against medical advice;
8. Expenses related to infertility treatments and medically assisted reproduction, including consultations, auxiliary diagnostic examinations, tests, artificial fertilisation methods, in vitro fertilisation or embryo transfer procedures and their consequences
9. Check-ups and/or general preventive health screenings, except when expressly indicated in the Particular Conditions of the Agreement and within the scope provided in its Special Conditions;
10. Private nursing care and/or nursing care provided at home, as well as the performance at home of any examinations or treatments (including physiotherapy);
11. Expenses, treatments and medical acts that do not fall under the definition of Clinically Necessary Services, namely experimental treatments, treatments that require proof of clinical validity or treatments carried out within the scope of research projects;
12. All medical acts of an aesthetic or plastic nature, except if, as a result of a malignant disease or accident occurring during the term of this Insurance Agreement, they are deemed clinically necessary by the physician for survival and guarantee of the health of the Insured Person;
13. Rejuvenation and/or slimming treatments, as well as those motivated by excess weight, except in situations of morbid obesity;
14. Occupational illnesses and work accidents, as well as accidents and illnesses covered by compulsory insurance
15. Accidents and illnesses contracted in the course of carrying out dangerous activities, as set out below:
 - a) participation in sports competitions and training with vehicles, whether or not equipped with an engine;
 - b) practice of sports on snow or ice, or water sports, namely: surfing, snowboarding, spearfishing, diving, canoeing, rafting and other sports of similar danger;
 - c) practice of wrestling and boxing, martial arts, skydiving, downhill, endurance and cross-country cycling, bullfighting, hunting, horse riding, caving, climbing, abseiling, alpinism, mountaineering, bungee-jumping, free fall, paragliding, hang gliding, flight using glider suits or jumps performed from physical platforms; and any other occupation, practice or situation involving a similar risk of danger.
 - d) use of motor-powered vehicles, off public roads (overland routes on unpaved roads).
16. Any expenses arising from an act that may constitute a crime;
17. All expenses that exceed the maximum annual capital limits insured per guarantee;
18. All expenses not duly documented by original receipts or certified copies thereof or copies submitted for reimbursement through digital channels using illegible documents;
19. Medical visits or examinations that are intended solely for the issuance of certificates, statements, certificates or information of any type that has no assistance or therapeutic purposes;
20. Expenses incurred and/or prescribed by physicians who are spouses, parents, children or siblings of the Insured Person, or by the Insured Person themselves;
21. Social action benefits;
22. All expenses in the event of false statements or omissions by the Policyholder/Insured Person, in the initial statement of risk, as set out in articles 9 and 10 of these General Conditions.

CHAPTER II - FORMATION OF THE AGREEMENT AND AMENDMENTS THERETO

ARTICLE 6 - Formation of the Agreement

1. This Insurance Agreement is based on the Initial Risk Statement contained in the Insurance Proposal and the Application Form, and on the statements that the Insured Person and/or the Policyholder must provide under the terms of the law, namely, all relevant and significant circumstances that

determine the exact assessment of the risk by MGEN.

2. These statements must be mentioned, with complete accuracy, even if they are not expressly requested in any questionnaires that may be provided for this purpose by MGEN, under penalty of being subject to the consequences set out in articles 9 and 10 of these General Conditions.
3. With the exception of situations where MGEN expresses the need to collect additional information, the Agreement is deemed entered into from 00:00 (midnight) on the start date indicated in its Particular Conditions.

ARTICLE 7 - Effects of the Agreement

1. Without prejudice to the provisions of the preceding article, this Insurance Agreement and its coverage shall only take effect from the moment the respective Premium or the initial instalment is paid by the Policyholder.
2. Claims that start in a given annuity of the Agreement, as a result of illness or accident, produce their effects within the scope of the guarantees and capital limits established in its Particular Conditions in relation to that annuity, and cannot be guaranteed in subsequent annuities.
3. The same claim may not cause more than one of the coverages provided for in the Special Conditions of this Agreement to be triggered.

ARTICLE 8 - Consolidation of the Agreement

30 (thirty) days after delivery of the Agreement by MGEN, it is consolidated, and the Policyholder cannot, after that date, rely on any inconsistency between the agreement and its contents, unless it stems from a prior written document or from that stated in other durable medium.

ARTICLE 9 - Wilful Omissions or Inaccuracies of the Policyholder/Insured Person in the Initial Risk Statement

1. If there are wilful omissions or inaccuracies in the Initial Risk Statement under the terms set out in article 6 of these General Conditions, the Agreement is deemed voidable.
2. All medical expenses paid by MGEN up to the time it becomes aware of the omissions or inaccuracies referred to in the preceding paragraph shall be reimbursed to MGEN by the Insured Person.
3. The Insured Person and the Policyholder are jointly and severally liable for payment of the expenses mentioned in the preceding paragraph.
4. Without prejudice to the provisions of the preceding paragraphs, in the event of any wilful omissions or inaccuracies in the Initial Risk Statement made under the terms set out in article 6 of these General Conditions, MGEN is entitled to receive the Premium payable up to the end of the Agreement.

ARTICLE 10 - Negligent Omissions or Inaccuracies of the Policyholder/Insured Person in the Initial Risk Statement

1. If there are any wilful omissions or inaccuracies in the Initial Risk Statement under the terms set out in article 6 of these General Conditions, MGEN may propose an amendment to the Agreement, setting a period of no less than 14 (fourteen) days for the Policyholder to comment on the matter.
2. In accordance with that defined in the preceding paragraph, the Agreement ceases to be in effect 20 (twenty) days after MGEN sends the proposed amendment if the Policyholder does not respond or does not agree with it.
3. Upon termination of the Agreement under the terms of the previous paragraph, MGEN shall refund the Premium for the period already paid and not yet elapsed, unless there has been payment of instalments resulting from a claim.
4. In the event of a claim that took place before the termination or amendment of the Agreement, and the verification or consequences of which were influenced by facts for which there may have been negligent omissions or any inaccuracy, MGEN:
 - a) Guarantees the claim in proportion to the difference between the Premium paid and the Premium that would be due, if, upon entering into the Agreement, it had knowledge of the omitted or inaccurately stated fact;
 - b) Does not guarantee the claim, demonstrating that under no circumstances would it have entered into the Agreement or accepted the inclusion if it had known of the omitted or inaccurately stated fact.

ARTICLE 11 - Inclusion/Exclusion or Transfer of Insured Person

1. During the term of the Agreement, any inclusion of an Insured Person shall take place on the date of renewal, except in the following cases:
 - a) Admission of a new employee to the company holding the Insurance Agreement, and their Household;
 - b) Admission to a particular Closed Group of a new member and their Household;
 - c) Marriage;
 - d) Birth or adoption of a new family member, provided that the Household is previously included in the Agreement.
2. The events set out in the paragraphs of the previous point shall be reported to MGEN no later than 60 (sixty) days after their occurrence.
3. The start of the guarantees for the Insured Persons that during the term of the Agreement are included therein is subject to the grace periods set out in article 4 of these General Conditions.
4. Any change in the composition of the Household must be reported to MGEN within 60 (sixty) days of its occurrence.

5. During the term of a Closed Group Agreement, the Policyholder may request, in writing, in print or other durable medium, the exclusion of the Main Subscriber if there has been termination of the employment or associative relationship.
6. In the situations set out in 4 and 5 of this article, MGEN shall refund the Premium for the period of the Agreement already paid and not yet elapsed, unless there has been payment of instalments resulting from a claim.
7. Whenever the Member is no longer linked to a Closed Group, they can join one of MGEN's individual plans in force for that purpose; in this case, the individual inclusion in MGEN shall occur within 60 (sixty) days of leaving the insured Group.
8. Where a Member is no longer linked to an Open Group, they may contract one of MGEN's individual plans, at the end of the current annuity of the Agreement.

ARTICLE 12 - Re-entry of Policyholder/Insured Person

1. Re-entry of the Policyholder or the Insured Person, in a guarantee plan, is not possible without prior and express authorisation from MGEN.
2. The re-entry authorisation is subject to a detailed analysis of the situation that led to the previous cancellation of the Agreement as well as the justification of the re-entry request, with MGEN having the right to request any documentation that may be necessary for the aforementioned analysis.

CHAPTER III – DURATION OF THE AGREEMENT

ARTICLE 13 - Start, Duration and Renewal of the Agreement

1. The Agreement is entered into for 1 (one) year and shall take effect from the date set out in its Particular Conditions.
2. In the case of insurance in which the Policyholder is a natural person, the agreement is deemed to have been accepted, in the event of non-response by MGEN and in accordance with the legal terms and limits, on the 14th day following the date of receipt of the Proposal and the documents requested by the Insurer, unless the proposer is notified of the refusal or the need for further clarification (approval is subject to the sending and analysis of the requested information).
3. The Agreement shall be renewed annually for an equal period and under the same conditions as initially contractually agreed, unless MGEN gives prior notice otherwise, in writing, on paper or other durable medium, sent at least 30 (thirty) days before its renewal date.
4. If the Policyholder does not agree with the conditions proposed by MGEN for the renewal of the Agreement, it must communicate its disagreement to MGEN, and the Agreement shall terminate at the end of the current annuity.
5. Under the terms and for the purposes of the provisions of the previous point, the silence of the Policyholder until the end of the current Agreement annuity will be considered as acceptance of the new conditions proposed by MGEN for the renewal or the maintenance of the existing conditions, as the case may be.
6. In the case of Closed Group Agreements, if the parties do not reach an agreement on the conditions for renewal of the Agreement, the notice referred to in number 2 above shall be deemed equivalent to a timely termination of the same.
7. MGEN cannot propose discriminatory conditions for the renewal of Insurance Agreements that have been entered into.
8. MGEN and the Policyholder are obliged to comply with the conditions for the renewal of the Agreement, established with the entity registered within the scope of an Open Group.
9. Requests for changes to the guarantee plan must be submitted to MGEN in writing, with justification that describes the reason for the change, up to 60 (sixty) days before the end of the current Agreement annuity, subject to the assessment and technical acceptance of the risk, to be performed by MGEN.

ARTICLE 14 – Termination of the Agreement

1. The Policyholder may, by written notice to MGEN 30 (thirty) days in advance of the renewal date, freely terminate the Agreement.
2. MGEN cannot terminate the Agreement, except in the situation set out in paragraph 4 of the preceding article.

ARTICLE 15 - Free Termination

1. Without prejudice to the following paragraph, the Policyholder has a period of 30 (thirty) days from receipt of the Agreement to terminate it, without invoking just cause.
2. The period set out in the preceding paragraph is counted from the date of entering into the Agreement, provided that the Policyholder, on that date, has all the relevant information that must be included in it, in writing, on paper or other durable medium.
3. Termination of the Agreement under the terms defined above must be reported to MGEN in writing, on paper or other durable medium available and accessible to MGEN.
4. Termination of the Agreement under the terms defined in paragraph 1 of this article has a retroactive effect, however, MGEN is entitled to reimbursement of the amount of expenses that it has, in the meantime, paid under the same.

ARTICLE 16 - Termination of the Agreement due to Just Cause

This Insurance Agreement may be terminated by either party at any time, with just cause, in general terms.

The following is just cause in relation to the Policyholder:

- a) Failure to comply with contractual obligations which, incumbent on MGEN, are essential to the maintenance of the Agreement under the terms in which it was accepted.

The following are just causes in relation to MGEN:

- b) Failure to pay the Premium, as set out in article 21 of these General Conditions;
- c) Fraud or attempted fraud by the Policyholder and/or the Insured Person;
- d) Wilful or negligent omission or inaccuracy by the Policyholder/Insured Person in the Initial Risk Statement;
- e) Failure to comply with contractual obligations which, incumbent on the Policyholder and/or the Insured Person, are essential to the maintenance of the Agreement under the terms in which it was approved.

ARTICLE 17 - Termination of Guarantees in Relation to Insured Persons

The right to guarantees ends for each Insured Person on the dates below:

- a) Date of termination of the Agreement;
- b) Date of termination of the relationship or common interest that unites the Insured Person to the Policyholder or to the entity registered within the scope of an Open Group;
- c) Date of non-payment of Premium.

ARTICLE 18 - Effects of Termination of the Agreement

1. Without prejudice to the provisions of article 23 of these General Conditions, the termination of the Agreement means the cancellation of the obligations of MGEN and the Policyholder.
2. The provisions of the preceding paragraph shall not affect MGEN's obligation, if the risk is not covered by a later insurance agreement, during the following two years and until the sum insured still available for the last period of the insurance agreement is exhausted, to pay the benefit arising from the risk coverage for each Insured Person. For this, the Claim must be covered by said Agreement and it is declared within 30 (thirty) days of its end, unless there is justified impediment, whether prior to or concomitant with its termination, and even if this was the cause of its termination.
3. Upon termination of the Agreement, it cannot again become effective.
4. In the event of non-renewal of the Insurance Agreement or of the cover, the authorisations issued and not yet used will automatically expire on the date of the agreement's term.

CHAPTER IV - INSURANCE VALUE AND PREMIUM

ARTICLE 19 - Insurance Value

MGEN's liability is limited to the maximum amounts established in the Particular Conditions of the Agreement.

ARTICLE 20 - Payment of the Premium

1. The coverage of the risks guaranteed through the Agreement is, under the terms defined in the legislation in force, dependent on the payment of the Premium or the initial instalment, the same being due on the date of entering into it.
2. The annual Premium corresponding to each term of the Agreement is payable in full, without prejudice to the possibility of paying the Premium in instalments.
3. Subsequent premiums or instalments are due on the dates defined in the Particular Conditions of the Agreement and, when applicable, the variable amount part of the Premium related to the adjustment of value or the part of the Premium corresponding to changes to it are due on the dates indicated in the respective notices, under the terms defined in the following paragraphs of this article.
4. MGEN shall notify the Policyholder in writing at least thirty (30) days before the date on which the Premium or its instalments fall due, this notice indicating the date of payment, the amount to be paid, the form and place of payment, as well as the consequences of failure to pay the Premium or instalment thereof.
5. When payment of the Premium is subject to instalments for a period equal to or less than the quarter, no billing notice may even be sent.

ARTICLE 21 – Failure to pay the Premium

1. Failure to pay the initial Premium, or the first instalment thereof, on the due date, entails automatic termination of the Agreement from the date indicated in its Particular Conditions as the date on which it becomes effective.
2. Failure to pay the Premium for subsequent annuities, or the first instalment thereof, on the due date, prevents extension of the Agreement, thereby leading to it not being renewed.
3. Failure to pay the Premium entails automatic termination of the Agreement on the due date of:
 - a) One instalment of the Premium over the course of an annuity;
 - b) An adjustment Premium in the circumstances defined in the Particular Conditions of the Agreement;
 - c) An additional Premium resulting from a modification of the Agreement based on a supervening aggravation of risk.

ARTICLE 22 – Update of the Premium

Considering the frequency of indemnified medical acts, as well as the possible increase in average costs associated with health, insurance premiums may be updated according to the technical and contractual balance of the group, annually, on the Agreement renewal date, following prior notice from MGEN to the Policyholder at least 30 (thirty) days in advance of the date on which the annual Premium falls due.

CHAPTER V – RIGHTS AND OBLIGATIONS OF THE PARTIES

ARTICLE 23 - Obligations of the Policyholder and/or Insured Persons

1. The Policyholder and/or Insured Person undertake to provide any information requested by MGEN and/or submit to it the relevant supporting documentation that allows correct management of the Agreement, its formation and changes, namely, in the case of accidents and claims, and:

In the Agreed Benefits:

- a) Select a provider from the Provider Network indicated by MGEN;
- b) Submit their Health Card in the clinical services at the selected provider and verify that all necessary medical acts are agreed;
- c) Pay the selected provider the part of the expense that is payable by them, as defined in the Particular Conditions of the Agreement.
- d) In the event of an accident, complete the relevant Statement.

In Indemnity Benefits:

- a) In the event of an accident, complete the relevant Statement;
- b) Send to MGEN the refund request form, available on its website, duly completed;
- c) Request prior authorisation from MGEN for the medical acts described in paragraph 3 of this article, bearing in mind that, otherwise, no Indemnity Benefits will be paid as a result of these acts;
- d) Submit to MGEN the medical prescription for the complementary diagnostic tests and treatments performed, and for the medicines, glasses, contact lenses and other prostheses/orthoses purchased;
- e) Ensure that when the expense has been incurred abroad and is guaranteed by the Agreement, the relevant original receipts must be written in Portuguese, English, French or Spanish;
- f) Submit, within 90 (ninety) days of the date of performance of the Medical Act in question, the original receipts of the expenses incurred, which must necessarily indicate the name of the patient to whom they refer, specify the services provided and the medical speciality to which they relate, and must comply with the legal rules in force, namely those of a tax nature;
- g) The period stipulated in the preceding paragraph is extended to 180 (one hundred and eighty) days when the expense has been previously or partially paid by another insurer, within the scope of the Complementary Scheme and, in this case, first, the request for reimbursement of expenses from the previous subsystem or insurer must be made and the indemnity benefit from MGEN to the Insured Person will be made after prior Contribution from the former or by means of a certified copy. In the case of expenses previously or partially paid by another insurer, within the scope of the Complementary Scheme, the Insured Person must submit a photocopy of the medical prescription and receipt of the expenses incurred, and an original document proving the part of the expenses not reimbursed under the other subsystem or insurance agreement in which those expenses have been previously claimed.

2. In addition to the aforementioned obligations, the Policyholder or Insured Person must also, in the event of an accident:
 - a) Truthfully inform MGEN about the circumstances and consequences of the illness or accident;
 - b) Comply with the prescriptions of the physician they have consulted;
 - c) Undergo examinations by physicians designated by MGEN, if they deem it necessary;

3. Insured Persons must also request a pre-authorisation from MGEN's clinical services, where the following are at stake:
 - a) Expenses guaranteed under the Hospitalisation and Childbirth Special Conditions;
 - b) Expenses of transport to a Hospital or Clinic abroad;
 - c) Expenses on treatments, examinations and other medical acts resulting from serious illnesses, chronic diseases, pre-existing illnesses or injuries, as well as illnesses caused by congenital malformations;
 - d) Any Medical Act arising from the territorial extension of the guarantees of the Agreement, under the terms and up to the limit(s) set in the Particular Conditions thereof, if provided for therein.
4. If, due to an emergency situation, it is not possible to request Pre-authorisation, the MGEN clinical services must be contacted, within a maximum of 96 (ninety-six) hours following the fact originating that need.
5. The Policyholder and/or Insured Person undertake to take all steps to avoid or, at least, reduce the aggravation of the consequences of the accident or illness.
6. The Policyholder and/or Insured Person authorise MGEN to transfer all information, even of a confidential nature, relevant and necessary to the performance of the Agreement to the Providers of the associated network and medical assistance.
7. The Policyholder and/or Insured Person authorise the physicians and hospitals that they have consulted to provide to the physician responsible for MGEN's clinical services clinical reports and any other documents requested during the assistance process for the Insured Person.

ARTICLE 24 - Payment of Compensation

1. MGEN undertakes to proceed diligently and promptly with all investigations essential for correct settlement of claims.
2. In the Indemnity Benefits, MGEN shall pay the amount due within 15 (fifteen) business days of receiving the reimbursement requests, duly accompanied by the necessary proof for the settlement of the claim.
3. Payments due by MGEN shall be made in Portugal and in national currency.
4. If the expenses paid by the Insured Person have been made in foreign currency, the conversion to Euros shall be carried out at the exchange rate published by the Bank of Portugal on the day the expense is incurred.

CHAPTER VI – FINAL PROVISIONS

ARTICLE 25 - Complementarity

In the event of complementarity between this Insurance Agreement and other protection schemes, the total co-payments paid by other entities/institutions and by MGEN cannot, under any circumstances, exceed the real value of the expenses borne by the Policyholder and/or Insured Person.

ARTICLE 26 - Territorial Scope

1. The Agreement is valid in Mainland Portugal and in the Autonomous Regions of the Azores and Madeira.
2. The Agreement is valid abroad when one of the following conditions is met:
 - a) In case of accident or Sudden Illness, when the Insured Person is abroad for a period not exceeding 90 (ninety) days;
 - b) In the case of any treatment abroad, provided that a medical entity, appointed by MGEN, acknowledges the impossibility of the same being carried out in national territory.
3. When expressly set out in the Particular Conditions of the Agreement and without prejudice to the provisions of the preceding paragraph, it may also take effect abroad, under the conditions and terms set out in its Special Conditions in relation to those which are provided for.
4. In the absence of contracted suppliers abroad for the provision of medical acts which the Insured Person must have, the insurance benefits are paid on an indemnity basis (reimbursement).

ARTICLE 27 - Communications and Notices between the Parties

1. Communications or notices to be made between the parties under this Agreement must be made in writing or provided in another durable medium, to the most recently known address or email address of the Policyholder and MGEN contained therein.
2. Any change of address by the Policyholder must be reported to MGEN within 30 (thirty) days of the date on which this change takes place, otherwise all communications and notices sent to the previous address will be considered valid.
3. Any change of the Policyholder's email address must be reported to MGEN on the date on which this change takes place, otherwise all communication and notices sent to the previous address will be considered valid.

ARTICLE 28 – Limitation

1. MGEN's right to the premium expires in a maximum of 2 (two) years from the date it becomes payable.
2. The rights arising from this Agreement expire within 5 (five) years of the date on which the holder became aware of the right, without prejudice to ordinary limitation counting from the fact that gave rise to it.
- 3.

ARTICLE 29 - Subrogation

After payment of the indemnity, MGEN is subrogated in the Insured Person's rights against third parties responsible for the claim, up to the amount indemnified, and the Insured Person shall refrain from performing any acts or omissions that may hinder the subrogation, under penalty of being held liable for damages and losses.

ARTICLE 30 – Data Protection

1. Within the scope of this Insurance Agreement, MGEN is the entity responsible for collecting and processing the personal data of the Member/Insured Person and the representatives of the Policyholder. The identification of the Data Protection Officer appointed by MGEN, whose email address is protecaodedados@mgen.pt, is available at www.mgen.pt.
2. The data collected and processed are those strictly necessary for the execution of the Agreement and each individual subscription to it, and for management of the contractual relationship with the Policyholder and the Member/Insured Person, including, in particular, their identification data, contact, health and professional data.
The collection and processing of the aforementioned data is a necessary requirement to enter into the Agreement and for the Member/Insured Person to be included therein; failure to provide data or its incomplete or incorrect provision makes it impossible to enter into/be included in it.
3. MGEN processes personal data for the following purposes:
 - a) Risk analysis by MGEN prior to the acceptance of the Member's inclusion (legal basis: pre-contractual steps for accepting the subscription);
 - b) Signing and managing the Agreement and individual subscriptions (legal basis: performance of an agreement to which the data subject is a party);
 - c) Billing and collection (legal basis: performance of an agreement to which the data subject is a party and pursuit of MGEN's legitimate interest);
 - d) Information about MGEN services and/or products (marketing), through any means of communication, including digital (legal basis: consent of the holder);
 - e) If applicable, opinion surveys to assess the quality of MGEN's service (legal basis: consent of the holder);
 - f) For statistical purposes (only based on anonymised data) (legal basis: pursuit of MGEN's legitimate interest);
 - g) If applicable, recording of telephone calls that may be made within the scope of the Contractual relationship (legal basis: consent of the holder);
 - h) In general, compliance with legal or regulatory obligations to which MGEN is subject and pursuit of legitimate interests of MGEN or third parties (legal grounds: compliance with a legal obligation and pursuit of MGEN's legitimate interest).
4. Under the applicable legal terms, MGEN may transmit or communicate personal data to other entities in the event that such transmission or communication is needed for performance of the Agreement or for pre-contractual steps, in case it is necessary to fulfil a legal or regulatory obligation to which MGEN is subject or in the event that it is necessary for the purpose of pursuing the legitimate interests of MGEN or a third party, under the terms of the law.
On the date of issue of this Agreement, MGEN may transmit/communicate data to the following categories of recipients: credit institutions and financial companies, insurance intermediaries, other insurers, reinsurers, tax and customs authority, Insurance and Pension Fund Supervisory Authority, other regulatory and supervisory authorities, courts, public bodies and/or entities subcontracted by MGEN to process personal data for and on behalf of MGEN.
5. MGEN does not transfer personal data to third countries or international organisations outside the European Economic Area.
6. The Adherent/Secure Person has the right to request from MGEN more detailed information about the recipients or categories of recipients of their personal data.
7. Without prejudice to any legal or regulatory obligation applicable to MGEN that requires storage for a longer period, personal data shall be retained by MGEN in accordance with the following:
 - a) Personal data collected for the purposes of risk analysis, entering into the Agreement/subscription, billing and collection, and other purposes necessary for the proper performance of the Agreement, shall be retained by MGEN for the duration of the agreement. The data may be retained until the expiry of the limitation period for any legal actions or proceedings arising from entering into the Agreement or which are related to it
 - b) Personal data collected for marketing purposes and opinion surveys shall be kept until consent is withdrawn by the data subject;

8. MGEN may use mechanisms that lead to decisions made based on automated processing with regard to the analysis of the risk and conditions of the Agreement and inclusions in the same.
The Member/Insured Person has the right to object to such decisions when they have effects on their legal sphere or significantly affect them in a similar way, and may express their point of view and request the review of the automated decision in their specific case, in writing, for that purpose, sent to the email address protecaodedados@mgen.pt.
9. Data subjects are guaranteed the rights of access, rectification, deletion and portability of their personal data, as well as the right to oppose and limit the processing of the same personal data, under the legally applicable terms. The data subjects must contact MGEN in writing for this purpose, using the email address: protecaodedados@mgen.pt or by post to Rua Castilho, 39, 12.º H, 1250-068 Lisbon.
Data subjects also have the right to file complaints regarding the processing of their data with the National Data Protection Commission (CNPD).
10. In cases where the processing of data is carried out solely on the basis of the consent of the Adherent/Insured Person, they have the right to withdraw their consent at any time.
Withdrawal of consent, however, does not compromise the lawfulness of the treatment carried out based on consent previously given by the holder.
The Adherent/Insured Person also has the right to object, at all times, to their data being processed for direct marketing purposes.
11. MGEN's Privacy and Data Protection Policy is available at: www.mgen.pt/privacidade.

ARTICLE 31 - Complaints Management

1. Any complaints must be submitted by the Insured Person by email or mail addressed, as appropriate, to:

reclamacoes@mgen.pt

Gestão de Reclamações
Rua Castilho, n.º 39, 12.º - H
1250-068 Lisbon

2. In case of disagreement with MGEN, the Policyholder and/or the Insured Person may also submit complaints to the competent authorities, without prejudice to the possibility of resorting to arbitration or the courts, in accordance with the legal provisions in force in Portugal.

ARTICLE 32 - Legislation and Jurisdiction

1. This agreement is governed by Portuguese law.
2. Disputes arising from the interpretation and application of this insurance agreement shall be settled preferably by mutual agreement between the Parties.
3. When agreement is not possible, the dispute will be settled through the courts. Resorting to arbitration is permitted. The exclusive jurisdiction of the courts of the District of Lisbon is hereby established, with the express waiver of any other unless expressly agreed by the parties in the Particular Conditions of the Agreement.

SPECIAL CONDITIONS

When expressly set out in the Particular Conditions of the Agreement and up to the limits indicated therein, the acts and expenses within the scope of the Special Conditions as presented below are guaranteed:

ARTICLE I - Hospitalisation Coverage

1. This Special Condition ensures, under the terms and up to the limit(s) set in the Particular Conditions of the Agreement, payment of the expenses indicated below, provided that they are carried out in a hospital environment and with Hospitalisation for a period equal to or greater than 24 hours:
 - a) Medical fees;
 - b) Admission to intensive care units;
 - c) Chemotherapy and radiotherapy treatments regardless of the existence of Hospitalisation, as well as drugs used in the treatment of oncological disease, even if they are not exclusively chemotherapeutic;
 - d) Maxillofacial surgery, when as a result of a serious illness or accident that requires urgent treatment in a Hospital inpatient setting;
 - e) Insured Person's Daily Rates;
 - f) Non-private nursing;
 - g) Auxiliary diagnostic tests, when prescribed and performed during Hospitalisation;
 - h) Medications administered during Hospitalisation;

- i) Intra-surgical prostheses;
 - j) Surgery or refractive treatments for myopia, astigmatism and hyperopia in situations where the dioptres for each eye are equal to or greater than 4 dioptres and regardless of the existence of hospital Admission;
 - k) Continuous or Palliative Care;
 - l) Situations of hospitalisation motivated by mental disturbances;
 - m) Surgery motivated by morbid obesity;
 - n) Organ and tissue transplants and their implications;
 - o) Recovery of the Insured Person in case of injury caused by an act of terrorism and war, whether declared or not;
 - p) Illnesses or accidents resulting from natural, environmental or climatic calamities;
 - q) Delivery as defined in article 6th of this Special conditions;
 - r) Use of surgical robotic techniques following a Serious Illness or when medically appropriate;
 - s) Operating room floor and facilities necessary for carrying out medical and surgical procedures (operating room, recovery room, etc.) and the relevant material used during these (anaesthesia gases, oxygen, etc.);
 - t) Land transport by ambulance to and from a Hospital or Clinic, provided that the condition of the Insured Person justifies it.
2. All the medical expenses identified in points k) to p) will only be covered up to a maximum limit equivalent to 10% of the hospitalization capital indicated in the Particular Conditions of the Contract.
 3. Medical expenses relating to medicines or treatments, administered orally, used in the treatment of oncological disease that are carried out in the Medical Network of Agreed Providers, will have a Copayment borne by the Insured Person of 10% per package and a minimum amount of the Copayment indicated in the Particular Conditions of the Policy.
 4. The medical expenses identified in point r) will be covered up to a maximum of €2,000 (two thousand euros) per claim.
 5. The payment of expenses arising from Minor Surgery is guaranteed under this Special Condition even if it takes place in a non hospital environment or when the Hospitalization lasts less than 24 hours.
 6. This Special Condition also guarantees, on an agreed benefit basis, the payment of medical expenses relating to home hospitalization, provided the doctor recommends it.
 7. The surgical medical fees guaranteed under this Special Condition are limited to the amounts resulting from the product of the value of "K" indicated in the Schedule of the Contract and the number of "K" provided for each Medical Act, in the Code of Nomenclature and Relative Value of Medical Acts or equivalent.
 8. In adherent hospitals, whenever the Insured Person is asked to provide a guarantee, MGEN, in the event of Hospitalization as a result of Hospitalization as a result of an Emergency Episode, MGEN will guarantee the value of the deposit, without prejudice to the exercise of its right of recourse against the Insured Person when it is found that the accident which gave rise to the Hospitalization for which the guarantee is due is outside the scope of the coverage of the Contract.
 9. Expenses for accompanying persons are not covered, except in the case of the hospitalization of minor dependents, in which case the following are excluded.
 10. Private expenses such as telephone use, TV rental, etc. are not guaranteed.
 11. Stomatological expenses will not be considered under this Special Condition, with the exception of those provided for in point d) of paragraph 1 of this article.

ARTICLE 2 - Coverage of Outpatient Assistance

1. This Special Condition ensures, when contracted and under the terms and limit(s) set in the Particular Conditions, payment of the medically necessary expenses indicated below, which do not require the specific means and services inherent to a hospital environment, even if they are performed therein:
 - a. Medical fees related to general practice visits, including traveller's visit, as well as other medical specialties, as long as they are acknowledged by the Portuguese Association of Physicians;
 - b. Treatments performed when prescribed by the physician and, as long as they are acknowledged by the Association of Physicians;
 - c. Auxiliary diagnostic tests when prescribed by the physician;
 - d. Physical Medicine and Rehabilitation treatments when prescribed by the physician and performed by a legally qualified specialist;
 - e. Kinesiotherapy when prescribed by the physician;
 - f. Ozone therapy when prescribed by a physician, by means of a medical report providing justification;
 - g. Psychologist visit fees, provided that they are carried out by professionals registered with the Association of Psychologists;
 - h. Psychotherapy treatments, provided they are prescribed by the physician;
 - i. Nursing carried out in a Hospital or Clinic;
 - j. Land transport by ambulance to and from a Hospital or Clinic in Portugal, provided that the condition of the Insured Person justifies it;
 - k. Transport to a Hospital or Clinic abroad;
 - l. Alternative medicines, specifically: acupuncture, homeopathy, osteopathy, naturopathy and chiropractic when practiced by physicians or technicians with recognised ethical autonomy;
 - m. Expenses related to prescribed contraceptive methods.
2. The expenses with alternative medicines are exclusively guaranteed when they are incurred within the scope of the Welfare Network. The total amount of the amounts/fees agreed with MGEN under the same is payable by the Insured Person who, under the terms and up to the limit(s) set in the Particular Conditions of the Agreement, will subsequently ask MGEN for their reimbursement up to a maximum of EUR 35 (thirty-five euros) per treatment.

3. The costs of prescribed contraceptive methods shall be reimbursed up to a maximum of EUR 40.00 (forty euros) per annuity,
4. Medical fees guaranteed within the scope of this Special Condition are limited to the amounts resulting from the product between the "K" value indicated in the Particular Conditions of the Agreement and the "K" value set out for each Medical Act in the Code of Nomenclature and Relative Value of Medical Acts or equivalent.
5. Physician visits are not limited.
6. Notwithstanding that indicated in the previous paragraph, presentation of a medical report justifying them shall be required, on grounds of proven pathology, in the cases mentioned below:
 - a) Dermatology or Vascular Surgery, from the 4th (fourth) visit, inclusive;
 - b) Psychiatry, from the 7th (seventh) individual visit or 13th (thirteenth) group consultation, inclusive.
7. Despite being a specialty not recognised by the Portuguese Association of Physicians, Psychology is also guaranteed, up to the limit of 4 visits per year.
8. The number of medical treatment sessions is not limited.
9. Notwithstanding that indicated in the previous point, submitting a medical report that justifies the continuation of the treatments shall be required from the 12th session per annuity, in the following situations:
 - a) Psychotherapy;
 - b) Speech therapy;
 - c) Other aspects of Physical Medicine and Rehabilitation, namely physiotherapy, occupational therapy and cognitive therapy, when Indemnity Benefits are involved,
10. The performance of physiotherapy sessions, where agreed benefits are concerned, is not subject to the limits and requests for information mentioned in point 9 above.
11. Over-the-counter products are not covered, such as: nappies, porridge, milk, dressing material, syringes and needles, creams, dietetic products, and other similar products.
12. Stomatological expenses shall not be considered in this Special Condition coverage, nor shall those resulting from outpatient Minor Surgery.

ARTICLE 3 - Coverage of Dental Medicine and Stomatology

- I. This Special Condition guarantees payment, when contracted and under the terms and up to the limit(s) set in the Particular Conditions of the Agreement for stomatological and/or maxillofacial expenses, as indicated below:
 - a. Visits and treatments;
 - b. Hospital admission;
 - c. Medical fees;
 - d. Outpatient treatments and other clinical procedures, as well as auxiliary diagnostic tests, provided that they are prescribed by the stomatologist, dentist or maxillofacial physician;
 - e. Dental cleaning, except expenses related to teeth whitening, bicarbonate jets, topical fluoride application, pigment removal and fissure sealing
 - f. Orthodontics;
 - g. Purchase of dental prostheses;
 - h. Stomatological or maxillofacial surgery when it is a consequence of disease that is not covered in article I(1)(d) of these Special Conditions.
2. Within the scope of this Special Condition, costs arising from the use of precious materials are not guaranteed.

ARTICLE 4 - Coverage of Prostheses and Orthoses

1. This Special Condition guarantees, when contracted and under the terms and up to the limit(s) set in the Particular Conditions of the Agreement, payment of the expenses indicated below incurred with medically designed instruments that fully or partially replace the loss of a limb or organ, as well as those intended to help the limb or organ fulfil, in whole or in part, its functions, provided that they are prescribed by a physician of the specialty area in which the prosthesis or orthosis is clinically necessary, an optometrist or an orthopedist:
 - a) Frames when purchased with the corresponding prescription lenses;
 - b) Graduated lenses;
 - c) Prescription contact lenses;
 - d) Other hearing, eye and orthopaedic prostheses or orthotics;
 - e) Purchase or rental of wheelchairs, articulated beds and crutches;
 - f) Wigs and mastectomy support bras following a serious illness that may have occurred during the term of the agreement.

2. The expenses associated with paragraphs (a) and (b) are guaranteed every two annuities of the Agreement, unless there is a change in the prescription in relation to the previous one, or in the case of minors when the need to change glasses is a consequence of the child's growth.
3. Under this Special Condition, liquids for maintenance of prescription contact lenses are not guaranteed.
4. Situations of theft, robbery, loss or breakage of glasses or lenses shall not be considered, except when the result of an accident guaranteed by the Agreement, provided that the relevant report of the accident is accompanied by a document proving the physical injuries caused to the Insured Person, prepared by the physician or the Hospital or Clinic that provided assistance to them.
5. Expenses on elastic stockings, elastic socks, restraint belts, pregnancy belts, lumbostats, elastic cuffs, knee pads, elbow pads, arm supports, aerosol devices, ear plugs, insoles and footwear or other similar expenses not included in paragraph 1(f) of this article are not considered under this Special Condition, even if prescribed by a physician.
6. Stomatological expenses shall not be considered in this Special Condition.

ARTICLE 5 - Medication Coverage

1. This Special Condition guarantees reimbursement, when contracted and under the terms and up to the limit(s) set in the Particular Conditions of the Agreement, of expenses incurred on medicines and vaccines registered with Infarmed, prescribed by a physician and in the exclusive treatment of the Insured Person, in relation to manifested diseases and disease protection, respectively.
2. Medication expenses are only reimbursed by sending the receipt and the respective medical prescription at the same time. However, it is not necessary to send the aforementioned prescription when the expense has been previously subsidised by the National Health Service or another similar subsystem.
3. This Special Condition guarantees reimbursement for medical devices, prescribed by a physician and previously subsidised by the National Health System.
4. Expenses on vitamins are also guaranteed in this Special Condition, reimbursement of which is made by sending the medical prescription, as well as the medical report that, due to a proven pathology, justifies their use.
5. Handmade pharmaceutical products and dermo-cosmetic products are not considered in this Special Condition.

ARTICLE 6 - Childbirth Coverage

1. As an integral part of the Hospitalisation coverage, this Special Condition guarantees, under the terms and up to the limits set in the Particular Conditions of the Agreement, payment of the expenses indicated below related to Childbirth (normal or caesarean section) or termination of pregnancy:
 - i. Medical and nursing fees related to the care provided;
 - j. Operating room, instruments and material used;
 - k. Diagnostic auxiliary elements;
 - l. Medications administered to the Insured Person during hospitalisation;
 - m. Hospital diary of the parturient;
 - n. Hospitalisation per diem for the newborn,
 - o. Expenses related to neonatal intensive care
 - p. Land transport by ambulance to a Hospital or Clinic in Portugal.
2. The scope of coverage of this Special Condition ceases at the time of definitive medical discharge of the mother, including post-discharge adverse events or complications resulting from the delivery. Subsequent care of the newborn should be safeguarded by taking out a policy in accordance with the General Conditions in force.
3. In the case of a home birth, this Special Condition guarantees, in the terms and up to the limits set in the Particular Conditions of the Agreement, the payment of medical and nursing fees related to the provided assistance.
4. Medical surgical fees guaranteed in this Special Condition are limited to the amounts resulting from the product between the "K" value indicated in the Particular Conditions of the Agreement and the "K" value set out for each Medical Act in the Code of Nomenclature and Relative Value of Medical Acts or equivalent.
5. Expenses of accompanying persons or any other expenses of a private nature are not covered.
6. Within the scope of this Special Condition, only Childbirth or voluntary interruption of pregnancy whose medically certified start of pregnancy is on a date subsequent to the inclusion of the Insured Person in the Agreement, is considered.

ARTICLE 7 - Coverage of Access to the Welfare Network

1. This Special Condition guarantees, when contracted and under the terms set in the Particular Conditions of the Agreement, access to the Welfare network under the conditions established and pre-agreed with the Associated Network Providers included in it and which cover

- a) Alternative Medicines (Acupuncture, Homeopathy, Osteopathy, Chiropractic, Shiatsu);
 - b) Hot springs;
 - c) Gyms and Health Clubs;
 - d) Spas;
 - e) Nutrition visits;
 - f) Para-pharmacies;
 - g) Podiatry;
 - h) Preparation for childbirth;
 - i) Psychology;
 - j) Thalassotherapy;
 - k) Speech therapy;
 - l) Oral hygiene;
 - m) Optics;
 - n) Other services included in the network.
2. It is the responsibility of the Insured Person to choose the provider in the Welfare network and to pay the amounts/fees agreed with them.

ARTICLE 8 - HNA Spain Network Access Coverage

1. This Special Condition guarantees, when contracted and under the terms set in the Particular Conditions of the Agreement, the following health expenses incurred in Spain:
 - a) Hospitalisation expenses, when caused by a Manifested Disease or accident occurring during the term of the Agreement;
 - b) Outpatient Assistance Expenses;
 - c) Expenses on Medicines.
2. Without prejudice to the foregoing, the territorial extension provided under this Special Condition:
 - a) Is not applicable in relation to hospitalisation expenses for Childbirth;
 - b) It shall not produce effects in relation to health expenses guaranteed under the Special Condition "Hospitalisation Expenses", when, according to the Insured Person's health condition, the treatments to be carried out abroad have a merely palliative purpose
3. This Special Condition is established under the terms detailed below:
 - a) Expenses incurred under the "Hospitalisation Expenses" and "Outpatient Care Expenses" Special Conditions shall only be paid by MGEN when they are incurred under a benefit scheme agreed with the Providers indicated by the HNA Network.
 - b) "Expenses with Medicines" borne shall only be reimbursed by MGEN, provided that they are prescribed by physicians belonging to the agreed network within the scope of visits or medical acts carried out under the Special Conditions "Hospital Expenses" and "Expenses of Outpatient Assistance".
 - c) When, given the nature of the expense and/or the Medical Act to be performed abroad, pre-authorisation from the HNA Network or MGEN is necessary, the health expenses mentioned in paragraph 1 of this article shall only be guaranteed as long as the Pre-authorisation has been requested by the Insured Person and previously accepted by the HNA Network or by MGEN.

For the purposes provided in the preceding paragraph, payment of expenses guaranteed under this Special Condition shall always be subject to Pre-authorisation by MGEN in the following cases:

 - a) Any healthcare expenses guaranteed under the "Hospitalisation Expenses" Special Condition;
 - b) Surgeries performed on an outpatient basis;
 - c) Outpatient hospital treatment;
 - d) Fluorescent angiography and retinography;
 - e) NMR/CT/TEP scans;
 - f) Cardiological diagnosis;
 - g) Echocardiogram, Holter, ergometry, doppler;
 - h) Clinical analyses (specifically karyotypes);
 - i) Special anatomopathological studies;
 - j) Extraction of moles, cysts and nevi in consultation;
 - k) Physiotherapy;
 - l) Vascular radiology;
 - m) Radiotherapy;
 - n) Chemotherapy and cobalt therapy;

- o) All neurophysiology techniques;
- p) Radioactive isotopes.

ARTICLE 9 - Periodic Check-up Coverage

This Special Condition ensures, when contracted and under the terms set out in the Particular Conditions of the Agreement, that the Insured Person performs a Check-up every 2 years composed of:

- a) Medical visit with report;
- b) Blood count (erythrogram + leukocytes + leukocyte formula);
- c) Erythrocyte Sedimentation Rate = ESR;
- d) Urine II (urine summary analysis);
- e) Glucose;
- f) Urine creatinine;
- g) Serum creatinine;
- h) Uric acid;
- i) Total cholesterol;
- j) HDL cholesterol;
- k) LDL cholesterol (calculated);
- l) Triglycerides;
- m) AST;
- n) ALT;
- o) Albumin (Search for...);
- p) Occult Blood (Search for...);
- q) Simple 12-lead electrocardiogram with interpretation and report;
- r) X-ray chest, lungs and heart (1 incidence);
- s) Mammography – 4 incidences, 2 on each side (For Insured Persons over 35 years of age);
- t) Prostate specific antigen = SPA (RIA/EIA)=PSA (For Insured Persons over the age of 35).

ARTICLE 10 - Second International Medical Opinion Coverage

1. This Special Condition ensures, when contracted and in the terms set out in the Particular Conditions of the Agreement, that, in case of Serious Illness, a Second International Medical Opinion is made available to the Insured Person which allows obtaining a second opinion on the diagnosis of their pathology and/or relevant appropriate medical treatments by International Medical Specialists, contracted within the scope of the Associated Network.
2. This Special Condition guarantees access to:
 - a) Customised clinical support in Portugal for the management of the International Medical Second Opinion case in which the Insured Person is involved;
 - b) Access to a Medical Coordinator (Case Manager) who shall follow-up with the Insured Person throughout the process, advise the Insured Person and their family in filling out the registration form, identifying the examinations to be attached to the process, submitting the questions to the international specialist and even collecting information relevant to the process.
 - c) Follow-up by the Coordinating Physician (Case Manager) before and after sending the Second International Medical Opinion Report.
 - d) Compilation of all necessary clinical information;
 - e) Analysis of the Insured Person's case by an internationally renowned specialist and issuing a second opinion on the diagnosis of the pathology and/or its appropriate medical treatments;
 - f) Sending the Second Medical Opinion Report to the address of the Insured Person.
 - g) Detailed report in Portuguese about the clinical case of the Insured Person, which shall include:
 1. Case summary;
 2. Reason for the second international medical opinion;
 3. Selection process for the International Specialist Physician;
 4. Second opinion of the International Specialist Physician;
 5. Résumé of the selected specialist.
3. In addition, if the Insured Person decides to travel abroad to undergo treatment, this Special Condition offers the following support services:
 1. Selection of Medical Specialists and Referral Hospitals;
 2. Advice on travel;

3. Help in scheduling visits with physicians and in admission procedures at international hospitals;
 4. Obtaining quotes, estimated costs of Hospitalisation and possible discounts.
4. To use this Special Condition, the Insured Person must contact the Member Support Line by telephone 211155860 or by accessing www.mgen.pt/ajuda.
 5. For correct use of this service, the Insured Person must deliver all clinical documentation that they have that is requested by the clinical services of MGEN, with the quality of the Second International Medical Opinion issued depending on the breadth and accuracy of the data sent by the Insured Person.
 6. The scope of this Special Condition does not include:
 - a) Any requests for a Second International Medical Opinion requested, which MGEN considers do not fall within the scope of a Second International Medical Opinion Service, as mentioned in paragraph 1 of this article;
 - b) Any medical expenses on fees, medications and/or Hospitalisations;
 - c) Transport and/or accommodation expenses in Portugal or abroad.
 7. The Second International Medical Opinion shall be considered as a complement to the opinion of the Insured Person's attending physician and, in this way, MGEN is not responsible for the use by the Insured Person or any other persons or entities of the information presented in response to the request for a Second International Medical Opinion, therefore excluding any losses or damages arising directly or indirectly from the opinion of the physicians and/or professionals consulted.

ARTICLE 11 - Access to the Dental Medicine Network

1. This Special Condition ensures, when contracted and under the terms set out in the Particular Conditions of the Agreement, access to a Dental Prevention Network made up of dental care service providers, called Dentinet, under the conditions established and pre-agreed with the Network of Providers.
2. The medical acts guaranteed in the Dental Prevention Network are those indicated below:
 - a) First dental appointment;
 - b) Dental visit;
 - c) Visit for presentation and discussion of treatment plan;
 - d) Reassessment visit;
 - e) Urgent visit;
 - f) Crack sealing;
 - g) Topical application of fluorides;
 - h) Adult prophylaxis;
 - i) Prophylaxis in children;
 - j) Instruction and motivation of oral hygiene for adults;
 - k) Instruction and motivation of oral hygiene for children;
 - l) Nutritional counselling for control of diseases of the oral cavity;
 - m) Anti-smoking counselling for oral health control and prevention;
 - n) Suture removal;
 - o) Bimaxillary scaling (includes dental polishing);
 - p) Maxillary scaling (includes tooth polishing);
 - q) Mandibular scaling (includes dental polishing);
 - r) Performing and interpreting periapical radiography;
 - s) Periapical radiography;
 - t) Performing and interpreting panoramic radiography;
 - u) Performing panoramic radiography;
 - v) Medical certificate.
3. Healthcare services covered by this Special Condition are guaranteed exclusively under the Agreed Benefits scheme within the Associated Network.
4. Unless otherwise stated and without prejudice to the exclusions contained in the General Conditions, the following expenses are excluded from this Special Condition:
 - a) Use of precious materials;
 - b) Medical acts not included in the Dental Medicine Network Special Condition.
5. No grace period applies to this provision of services.

ARTICLE 12 - Online and Home Medicine Coverage

1. This Special Condition guarantees, when contracted and under the terms set in the Particular Conditions, the Insured Person has access in Mainland Portugal and in the Autonomous Regions of the Azores and Madeira, to a set of online and home medicine services, 24 hours a day, every day of the year.

This Special Condition is guaranteed under the network's Agreed Benefits scheme, according to the limits established in the Particular Conditions of the Agreement, provided that the services are requested by the Insured Person from MGEN using the telephone number 211 155 860, and may involve the services indicated below.

- a) Medical consultation by telephone, which guarantees for the Insured Person telephone consultations with a physician specialising in general and family medicine.
 - b) Videoconference Medical Consultation, which guarantees that the Insured Person will consult via videoconference with a doctor specialising in general and family medicine (before the start of the consultation, the Insured Person will receive an email with a link to establish video contact with the physician).
 - c) Medical consultation at home, which guarantees the organisation of transport for the Insured Person by ambulance, if during the consultation at home the physician considers that this is an emergency situation, in which case the cost of transport will be paid by the Insured Person.
 - d) Shipment and delivery of medicines, which guarantees the shipment and delivery of medicines to the home where the Insured Person is located. This service is available in Mainland Portugal, until 11 pm on the same day or the following day, except Sundays. Medication expenses shall be reimbursed by MGEN on a reimbursement basis, provided that the Medication Special Condition has been contracted and is indicated in the Particular Conditions of the Agreement.
2. This Special Condition will also guarantee, as under the network's Agreed Benefits scheme, in accordance with the limits set in the Particular Conditions of the Agreement, the medical consultation service through the KNOK/MGEN application which, available every day of the year between 8 am and midnight, makes available to the Insured Person medical consultations by videoconference, when exclusively requested through the KNOK mobile application, which the Insured Person must install on their mobile phone or tablet from the Apple Store or the Google Play Store.

After installation, the Insured Person must follow the instructions indicated in the application, namely:

- a) Complete the user pre-registration, providing the requested data;
 - b) Truly provide the information requested in the application, relating to their illness or any symptoms observed;
 - c) If the Particular Conditions of the Agreement indicate a co-payment payable by the Insured Person, a valid electronic payment method must be provided.
3. This Special Condition is not intended for emergency or emerging situations.
The medical team in charge is available to advise the Insured Person on minor or moderate health problems, and may, if necessary, prescribe and answer questions about medicines and/or tests. However, in case of emergency, the Insured Person shall always contact the INEM emergency ambulance service using the number 112.
 4. Whenever the Insured Person is under 18 (eighteen) years of age, the services must be requested by their Legal Representative.
 5. If the physician believes that they do not have enough information to issue a reasoned opinion, they may refer the Insured Person to the medical service they consider most appropriate.
 6. Under this Special Condition, MGEN is not responsible for diagnoses made by physicians.

ARTICLE 13 - International Medical Network for Serious Illnesses

1. For the purposes of this Special Condition, the following definitions apply:

- a) Territorial Scope: health care provided outside Mainland Portugal and the Autonomous Regions of the Azores and Madeira;
- b) Personal Medical Advisor: Physician appointed by MGEN responsible for managing the service, who will assist the Insured Person, after activating the guarantee, with regard to the selection of the best and most suitable international centre at which they may get appropriate treatment for the pathology they are suffering from.
- c) International centres: medical treatment centres located outside Portugal and selected by the MGEN team designated for the management of coverage based on its international network of specialists; centres outside Portugal that offer the best treatment alternatives for the Insured Person, after diagnosing the condition from which the Insured Person is suffering. The Insured Person, or their family, when the Insured Person

is unable to receive such and, in this case, with his/her authorisation, will receive a report with a proposal of the centres selected as the best international alternatives for treatment of the pathology they are suffering from.

d) Serious diseases, not resulting from an accident, covered by this condition:

- i) treatment of malignant disease except in stage TIS (cancer in situ);
- ii) neurosurgery, considered for the purposes of this Special Condition as any surgical intervention on the skull or the intracranial structure;
- iii) coronary artery bypass surgery (myocardial revascularisation), surgical treatment involving open heart surgery and use of a bypass to correct stenosis of at least two coronary arteries;
- iv) heart valve surgery;
- v) organ transplant, including bone marrow transplant resulting from the irreversible loss of function.

2. When contracted, this Special Condition guarantees the payment of indemnity benefits for healthcare provided outside Mainland Portugal and the Autonomous Regions of the Azores and Madeira as a result of a serious illness, as defined in paragraph I (d) of this article.
3. The application of the guarantees contained in this Special Condition is subject to their activation by the Insured Person and the consequent selection of international centres by MGEN or by the provider designated by MGEN for this purpose, in order to confirm the diagnosis and appropriate treatment. The Insured Person must, in any event, authorise the physicians and hospitals to which they have resorted to provide MGEN's clinical services with the clinical reports and any other information that they consider appropriate in order to document the process and prove the pathology they are suffering from and that requires treatment to be performed under the scope of this Special Condition.
4. Failure by the Insured Person to comply with the obligations set out in the previous paragraph shall be considered as a waiver of the right to the guarantees covered by this Special Condition.
5. When the cover provided for in this Special Condition is contracted, the insurance agreement guarantees any expenses incurred by the Insured Person on diagnoses, treatments, clinical services, provisions or medical prescriptions considered to be clinically necessary, whenever these arise from or are the consequence of any of the serious illnesses or clinical situations listed in paragraph I (d) of this article where the first symptoms occurred during the guarantee period and the Grace Period has already elapsed.
6. The benefits agreed in this Special Condition are only valid at treatment centres that, located outside Portugal, have been recommended by MGEN or by a provider expressly designated by MGEN for this purpose.
7. Application of this Special Condition does not exclude the application of the provisions of the General and Particular Conditions, in particular, but without excluding any others, the provisions of articles 4 and 5 of the General Conditions.
8. In relation to the serious illnesses or clinical situations covered by this Special Condition, MGEN guarantees payment of the expenses referred to below, in accordance with the limits set in the Particular Conditions of the Agreement:

a) The following hospital admissions expenses:

- i) Expenses on hospitalisation in a room, ward or intensive care unit;
- ii) Other hospital services, including services provided in the outpatient department of a hospital;
- iii) Expenses corresponding to the cost of an additional bed for an accompanying person, if the hospital provides such a service.

b) Expenses incurred in outpatient surgery centres, provided that the treatment, surgery or prescription is covered under this Special Condition;

c) Medical fees relating to visits or treatments;

d) Fees for medical visits regarding the Insured Person, while in hospital;

e) Expenses incurred with the following medical and surgical services, treatments or prescriptions:

- i) Anesthesia and its administration whenever it has been administered by an anesthesiologist;
- ii) Examinations of clinical pathology, pathological anatomy, imaging and electromedicine, as well as radiotherapy and chemotherapy treatments, required for the diagnosis and treatment of a condition falling within the scope of this Special Condition, where they have been prescribed and supervised by a physician;
- iii) Blood product transfusions;
- iv) Administration of medicinal gases and therapeutic injections.

f) Expenses on pharmaceutical products or medications used on medical prescription while the Insured Person is in hospital or after discharge, in the latter situation, for a maximum period of 30 days, provided that the products in question are prescribed in the context of post-operative proceedings;

g) Expenses on travel and transport by land and air ambulances when their use is indicated and prescribed by a physician and pre-approved by

- MGEN;
- h) Expenses on regular round trips (economy class) for the Insured Person and an accompanying person;
- i) Accommodation expenses for the Insured Person and an accompanying person.
9. Subject to the exclusions provided for in the General Conditions, the payment of expenses incurred or motivated by any diagnosis, treatment, service, provision or medical prescription, in any way related to or resulting from the following, is not guaranteed under this Special Condition:
- a) Any serious illness or other clinical situation not provided for in paragraph 1(d) of this Special Condition;
- b) Any expenses incurred outside the scope of international treatment centres approved by the Insurer;
- c) Any type of prosthesis or orthosis, even when its use is considered necessary during chemotherapy treatment, with the exception of breast prostheses following mastectomy;
- d) Expenses on the purchase or rental of wheelchairs, special beds, air conditioning appliances, air purifiers and any other similar items or equipment;
- e) Non-medical expenses incurred by the Insured Person or their accompanying persons, with the exception of those expressly guaranteed under this Special Condition;
- f) Any organ or tissue transplants in cases where:
- i) The Insured Person is themselves a donor;
- ii) The need for transplantation results from alcoholic cirrhosis of the liver;
- iii) The transplant is a surgical act of self-transplantation, with the exception of bone marrow transplantation.
- g) Any expenses incurred on a date prior to the approval by the insurer of the selected treatment centre where the Insured Person must undergo the appropriate treatment for the pathology they are suffering from;
- h) Any expenses incurred at an unauthorised treatment centre or that is not included in the selection of treatment centres approved by the insurer;
- i) Any expenses incurred directly in connection with the diagnosis, treatment, service or medical prescription of any kind in Portugal;
- j) Any expenses incurred without complying with the procedures set out in the following paragraphs of this article;
- k) Any expenses incurred directly related to the diagnosis, treatment, service or medical prescription of any nature in any country, when the Insured Person lives outside Portugal for more than 90 days in a period of 12 months;
10. If the Insured Person has been diagnosed with a Serious Illness capable of activating the cover under this Special Condition, the Insured Person or any person acting on their behalf shall, prior to the initiation of any treatment, service or medical prescription they wish to claim under this Special Condition, mandatorily comply with the following procedure:
- a) Notification of claim: The Insured Person, or any person acting on their behalf, shall contact the MGEN Line as soon as possible using the number 21 1155860 to notify of the possible claim and request the international centre selection service.
The indicated person is informed by MGEN of the steps necessary for the analysis of the clinical case, which shall include, in any situation, an authorisation from the Insured Person to allow MGEN or the provider designated for the purpose by MGEN to request medical information and diagnostic examinations relevant to the confirmation of the serious illness or clinical situation that falls within the scope of this Special Condition.
- b) Claim assessment: Once the service for selecting the best international centres has been completed, an expert report is made available to the Insured Person, and the expert has confirmed through the MGEN Line that it is a Serious Illness (within the scope of this Special Condition). If this is the case and if the Insured Person chooses to receive treatment outside Portugal, the Insured Person must inform MGEN or the provider designated by MGEN for this purpose of this decision.
- c) Selection of the International Hospital: MGEN or the service provider it appoints for this purpose undertakes to make available to the Insured Person a list of the recommended treatment centres outside Portugal.
- d) Selection and confirmation of the medical centre: After receiving confirmation in writing by the Insured Person, through the means indicated by MGEN, of their decision to have treatment in an international medical centre and choose the medical center, when presented with several options, MGEN or the provider designated for this purpose organises all preparations for the correct admission of the Insured Person to the selected medical centre in order to allow the Insured Person access to the said medical centre, as well as to the treatment, medical services and prescription medicines within the scope of the guarantees and limits of this Special Condition.
- e) Treatment and Payment: After validation and confirmation of the acceptance of the claim by MGEN and after the provider designated by MGEN for claim management has coordinated the treatment, hospital services and prescription medicines at the international medical centre chosen by the Insured Person, MGEN, under the guarantees of this Special Condition, pays the medical expenses incurred by the Insured Person, under the conditions and within the limits and exclusions set out in this Special Condition.
11. The Insured Person, or their relatives or legal representatives, shall allow the visit of physicians of the service provider responsible for

management of the service or MGEN, as well as the carrying out of any and all investigations considered necessary by the service provider or MGEN.

12. Breach of the obligations referred to in the preceding paragraph shall be considered as an express waiver of the right to the guarantees covered by this Special Condition.
13. In more complex clinical situations, to be defined in accordance with the assessment to be carried out by the insurer and the provider responsible for the management of the coverage, a physician may be appointed to accompany the Insured Person for treatment outside Mainland Portugal and the Autonomous Regions of the Azores and Madeira, at an international centre.
14. The coverage of the International Medical Network for Serious Illnesses is subject to the Grace Period, Contribution, Repayments, Sum Insured, Excesses and Payments provided for in the General Conditions and in the Specific Conditions of the Agreement.

ARTICLE 14 - Coverage of mental health prevention and promotion of quality of life at work

1. This Special Condition guarantees access to a free service that allows the insured to benefit from a platform of qualified psychologists and health professionals, called Caring by Eutelmed, available 24 hours a day, 7 days a week. The aim of this service is to offer workers covered by closed group insurance contracts the mental well-being services they need for a balanced professional and personal life.
2. To access this service, policyholders must use an activation code to access the platform, sent to the e-mail address registered on the policy, or made available on the my.mgen.pt website.
3. The code provided will allow the policyholder to access the website <https://caring.eutelmed.com> and take advantage of all the services provided, which are completely confidential and anonymous. All data transmitted on this site is the sole responsibility of the provider, Eutelmed SAS (SIREN 52845366500036).