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## **GENERAL AND SPECIAL CONDITIONS**

**2026**

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MGEN Portugal – Companhia de Seguros, S. A., a legal entity with number 517503131, with its registered office at Rua Duque de Palmela, 11, Piso 1 1250-097 Lisbon

\*(call to the national landline network)

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## GENERAL CONDITIONS

### PRELIMINARY ARTICLE

Between MGEN Portugal – Companhia de Seguros, S. A. and the Policyholder identified in the Particular Conditions, this Health Insurance Contract is hereby entered into and governed by the General, Special and Particular Conditions forming part of the Policy, taken out in accordance with the statements contained in the Proposal and the remaining documentation on which it was based and which forms an integral part thereof.

The supervision and oversight of the activity of MGEN Portugal – Companhia de Seguros, S. A., hereinafter referred to as the Insurer or MGEN, is carried out by the Insurance and Pension Funds Supervisory Authority (ASF), based at Avenida da República, 76, 1600-205 Lisbon.

## CHAPTER I – Definitions, Subject, Coverage and Exclusions

### ARTICLE 1 - Definitions

For the purposes of this Insurance Contract, the following definitions apply:

- a) **ACCIDENT / PRE-EXISTING ILLNESS:** Effects of Accidents occurring or Illness manifested before the date of signing the Insurance Contract and from which the Insured Person still suffers as of the commencement date thereof;
- b) **ACCIDENT:** An unforeseen, sudden, and abnormal event, due to an external cause beyond the will of the Insured Person, resulting in bodily injury that can be clinically and objectively verified;
- c) **MEMBER:** A natural person identified in the Particular Conditions of the Insurance Contract, who enters into it as the primary party, being the Holder thereof, i.e., the person in whose interest it is established and with whom Family Unit relations are established;
- d) **HOUSEHOLD:** Family Unit Members are defined as individuals who live in a common economy, that is, sharing meals and housing, and have established a mutual living arrangement of mutual assistance and resource sharing, with the Principal Member, having the following family relationships: spouse or person cohabiting with the Principal Member; direct relatives and in-laws up to the third degree (for example: children, grandchildren, great-grandchildren, parents, grandparents, great-grandparents) or collateral relatives up to the third degree (for example: siblings, nieces, nephews, uncles); minor direct and collateral relatives and in-laws at any degree; adopters, guardians, and persons to whom the Principal Member is entrusted by judicial or

administrative decision of legally competent entities or services; adopted and under guardianship by the Principal Member or any member of the Family Unit.

It is considered that the common economy situation remains in cases where the Principal Member or any member of the Family Unit is away for a period equal to or less than thirty (30) days or for a period exceeding thirty (30) days, due to health reasons, academic or professional training, or employment relationship.

- e) **POLICY:** Document that governs the Contract entered into between the Policyholder and MGEN, and which includes the General, Special, and Particular Conditions, as well as Additional Documents, which may be issued during its term;
- f) **ADDITIONAL DOCUMENT:** Document that authorizes a change to the Insurance Contract;
- g) **MEDICAL ACT:** Action performed by a legally qualified physician authorized by the respective Order, encompassing health promotion, disease prevention and treatment, and rehabilitation of the individuals subject to it, and may determine complementary procedures carried out by other healthcare professionals;
- h) **SUM INSURED:** Maximum amount of contribution towards expenses borne by MGEN, per Claim or per policy year, as defined in the Special or Particular Conditions of the Contract, for each Insured Person;
- i) **HEALTH CARD:** Personal and non-transferable card that identifies the Insured Person and allows access to healthcare services provided within the Provider Network;
- j) **SURGERY:** Any invasive medical procedure, including surgical medical acts in accordance with the Portuguese Medical Association's schedule, performed by a legally qualified doctor, intended for the diagnosis, treatment or repair of diseases or injuries of the human body and which is not considered Minor Surgery, as defined below.
- k) **CLINIC:** Legally recognized establishment where healthcare services, including permanent ones, are provided by doctors, nurses, or other healthcare professionals, and for the purposes of the Insurance Contract, establishments such as sanitariums, nursing homes, addiction and alcoholism centres, spas, and other similar establishments are not considered as such;
- l) **K COEFFICIENT:** Unit of measurement used for valuing medical acts indicated in the Nomenclature and Relative Value Code of Medical Acts published by the Medical Council;
- m) **CONTRIBUTION:** Percentage or maximum amount of medical expenses covered by the Insurance Contract that is borne by MGEN;
- n) **SPECIAL CONDITIONS:** Clauses that supplement and specify the General Conditions of the Insurance Contract, generally applicable to certain coverages when contracted;

- o) **GENERAL CONDITIONS:** Set of clauses that define and regulate generic and common obligations inherent to the Insurance Contract;
- p) **PARTICULAR CONDITIONS:** Document containing the specific and individual elements of each Insurance Contract, which distinguish it from all others, and whose provisions prevail over the clauses of the General and Special Conditions in accordance with specialty rules and Law;
- q) **24 HOUR CARE CONSULTATION:** General and family medicine consultation in a hospital emergency service or 24 hour care, and recorded during the course of an Emergency Episode;
- r) **TELEMEDICINE CONSULTATION** (also referred to as video consultation): General, family, or other medical specialty consultation conducted through telemedicine equipment that allows simultaneous transmission of image and sound and real-time conferencing between the physician and the Insured Person, safeguarding the security and confidentiality of the Insured Person's data, as well as the electronic record of the said consultation;
- s) **INSURANCE CONTRACT:** Contract through which MGEN assumes responsibility for coverage of the contracted risks, committing to satisfy indemnities or pay the insured capital in the event of a claim occurrence, as contractually defined, in exchange for the corresponding Premium payment made by the Policyholder;
- t) **CO-PAYMENT:** Amount borne by the Insured Person, within the limits established in the Particular Conditions of the Insurance Contract and for each of the guaranteed medical acts resulting from a guaranteed contracted service, calculated after the deduction of the Deductible, where applicable;
- u) **LONG-TERM CARE:** Treatments that, through rehabilitation, aim to maintain and improve the functionality of patients with chronic diseases;
- v) **PALLIATIVE CARE:** Treatments focused on the prevention and alleviation of physical and psychological suffering and the improvement of the Wellness of terminally ill patients with severe or incurable diseases in advanced and progressive stages;
- w) **MEDICAL EXPENSES:** Expense, following a claim, incurred by the Insured Person in obtaining Clinically Necessary Services, provided they are prescribed or performed by a physician;
- x) **DISEASE:** Any and all involuntary changes in health status, not caused by an accident and subject to objective medical confirmation;
- y) **CONGENITAL DISEASE:** Disease present at birth, resulting from hereditary factors or conditions observed during pregnancy up to the moment of birth;
- z) **CHRONIC DISEASE:** Disease that has one or more of the following characteristics: it is permanent, causes residual disability/incapacity, is caused by irreversible pathological changes, requires special patient training for rehabilitation, or may require long periods of supervision, observation, or care;

- aa) **SERIOUS DISEASE:** Oncological disease, including suspected or pre-malignant conditions, neurological and central nervous system diseases, heart disease, Parkinson's disease, and Alzheimer's disease and associated complication;
- bb) **MANIFESTED DISEASE:** Declared disease, subject to an unequivocal diagnosis and/or leading to respective treatment, or whose signs and symptoms could not be unknown to the Insured Person;;
- cc) **SUDDEN DISEASE:** Any and all diseases requiring Emergency Treatment in a Hospital, whether inpatient or outpatient;
- dd) **EMERGENCY EPISODE:** Set of medical acts performed within the hospital emergency service or unscheduled care, including auxiliary diagnostic tests, general medicine consultations, and possible evaluation by a specialist physician;
- ee) **DEDUCTIBLE:** Fixed amount or percentage of medical expenses borne by the Insured Person, which do not constitute an indemnity obligation of MGEN, for the purpose of calculating the amount covered by the claim, within the limits established by the Specific Terms of the Contract.
- ff) **OPEN GROUP:** Group of individuals, duly associated with a collective entity that enters into an agreement with MGEN, whose membership is optional, materialised through the conclusion of individual Contracts;
- gg) **CLOSED GROUP:** A predetermined group of individuals, duly associated with a collective entity that is the Policyholder of the Insurance Contract, whose membership is mandatory;
- hh) **HOSPITAL:** For the purposes of the Insurance Contract, a Hospital is considered to be an establishment recognised as such by the competent administrative authority, where permanent health services are provided, excluding sanatoriums, rest homes, drug and alcohol rehabilitation centres, thermal spas, and other similar establishments;
- ii) **HOSPITALISATION:** The stay of the Insured Person in a Hospital that results in the payment of one or more daily rates;
- jj) **PHYSICIAN:** A graduate from a Faculty of Medicine or Dentistry, legally authorised to practise the profession in the respective country, whose specialty and registration are recognised by the Medical Council, the Dental Medical Council, or similar entities in the countries where they practise;
- kk) **MINOR:** An individual who has not yet reached 18 (eighteen) years of age;
- ll) **CHILDBIRTH:** All medical procedures related to childbirth and postpartum care;
- mm) **MINOR SURGERY:** Surgery that, cumulatively, does not require an operating room for its execution, is performed under local anesthesia, and does not require special recovery care.
- nn) **WAITING PERIOD:** The period during which the coverage of the Insurance Contract does not apply however, the Insured Persons have access to the Provider Network at agreed rates;
- oo) **INSURED PERSON:** An individual identified in the Particular Conditions of the Insurance Contract,



whose health or physical integrity is insured by it;

- pp) **PRE-AUTHORISATION:** Approval given by MGEN's clinical services, when required under the terms of the Insurance Contract, allowing the Insured Person access to the healthcare guaranteed by it;
- qq) **PREMIUM:** The amount paid by the Policyholder to MGEN as consideration for the coverage contracted under the Insurance Contract;
- rr) **AGREED SERVICES:** Medical expenses incurred by the Insured Person within the Provider Network following a specific Claim, provided that the specific act is agreed, where the portion of the cost borne by MGEN is paid directly to these providers.
- ss) **ACCESS TO AGREED NETWORK SERVICES:** Medical expenses incurred by the Insured Person following a specific Claim, where the Insured Person pays the full amount agreed upon by MGEN with each provider directly to them, benefiting from lower prices compared to private rates, without MGEN's Contribution.
- tt) **INDEMNITY PAYMENTS:** Medical expenses incurred by the Insured Person following a specific Claim, where the act in question has not been previously agreed with the provider, which are paid directly by the Insured Person to the provider, resulting in a reimbursement from MGEN to the Insured Person, with the amount defined according to the Contribution stipulated in the Specific Terms of the Insurance Contract;
- uu) **AGREED NETWORK PROVIDER:** Service provider and claims manager who, on behalf of MGEN, organises the Medical Network, manages the benefits due under the Insurance Contract, and may facilitate the direct payment of medical expenses, either to agreed providers, such as doctors, hospitals, and diagnostic centres, or to the Insured Person;
- vv) **MEDICAL ASSISTANCE HEALTHCARE PROVIDER:** Assistance Service, which organises and provides on behalf of MGEN, in the form of Agreed Benefits and for the benefit of the Insured Persons, the medical assistance services provided for in the Special Conditions of the Insurance Contract;
- ww) **HEALTHCARE PROVIDERS:** Network of healthcare providers, including doctors, hospitals, clinics, diagnostic centres, and other healthcare units, ensuring that the Insured Person receives the services guaranteed by the Insurance Contract.
- xx) **COMPLEMENTARY SCHEME:** Scope of coverage of an Insurance Contract in which, whenever expressly guaranteed in its Specific Conditions, the Indemnity Payments are expressly restricted to complement the benefits provided by another health subsystem (such as ADSE or equivalent) or, regarding the Special Medicine Coverage, by the National Health Service;
- yy) **HEALTHCARE PROFESSIONAL:** A non-medical professional who holds academic qualifications and professional training, regulated and recognised by a professional association or equivalent competent body, specific to a healthcare field, enabling them to perform healthcare acts in matters

of diagnosis, treatment, rehabilitation and health promotion.

zz) **INSURER:** MGEN Portugal – Companhia de Seguros, S. A., an entity legally authorised by the Insurance and Pension Funds Supervisory Authority (ASF) to operate in Portugal, in the Sickness class (entity code No. 1209);

aaa) **PREVIOUS INSURANCE:** Insurance Contract with a minimum duration of 1 (one) year, taken out by the Policyholder or the Insured Person with an insurer other than MGEN.

For Previous Insurance to be recognised, a policy must be taken out with MGEN within 60 (sixty) days of the expiry of that Insurance Contract, and the Policyholder or the Insured Person must not have been excluded from it at the initiative of the previous insurer or the Policyholder in the case of Group Insurance.

bbb) **GROUP INSURANCE:** Insurance Contract taken out for a group of people associated with the Policyholder by a bond other than that of insurance;

ccc) **CONTRIBUTORY GROUP INSURANCE:** Group Insurance in which the Insured Person contributes, in whole or in part, to the payment of the Premium;

ddd) **NON-CONTRIBUTORY GROUP INSURANCE:** Group Insurance in which the Insured Person does not contribute to the payment of the Premium, which is fully borne by the Policyholder.

eee) **INDIVIDUAL INSURANCE:** Insurance Contract taken out for a Family Unit, even if it consists of only one person.

fff) **24 HOUR CARE SERVICE:** Hospital emergency service, including consultations and basic diagnostic tests, excluding CT scans and MRIs.

ggg) **CLINICALLY NECESSARY SERVICES:** Goods, services, or healthcare approved by MGEN, provided that they are:

- a) Necessary for the treatment of disease or injury resulting from an Accident suffered by an Insured Person;
- b) Appropriate for the diagnosed condition;
- c) Provided in the most cost-efficient and appropriate manner for the type of service to be provided;
- d) Of recognised clinical validity;

hhh) **CLAIM:** Any event that may trigger a guarantee of the Insurance Contract and is duly covered by one of its Special Conditions;

iii) **POLICYHOLDER:** Entity or individual who subscribes to the Insurance Contract on behalf of the Insured Person and is responsible for paying the Premium;

jjj) **EMERGENCY TREATMENT:** Treatment to be performed within a maximum of 48 (forty-eight) hours after the Incident, when carried out in a hospital or clinic that provides a 24 hour care service.



## ARTICLE 2 - Subject of the Contract and Scope of Coverage

1. **This Insurance Contract, hereinafter referred to as the "Contract", guarantees the payment of Agreed or Indemnity Payments in the event of any Illness or Accident, as set out in these General Conditions and defined in the Special Conditions contracted, subject to and within the limits established by the Particular Conditions thereof, except in the situations provided for in Article 5 of these General Conditions.**
2. The scope of coverage of the Contract may cover expenses under a Complementary Scheme, whenever expressly indicated in its Particular Conditions.
3. The Contract **does not guarantee payment of any medical or pharmaceutical expenses claimed by the network of hospitals and other institutions within the National Health Service when the Insured Person, as a beneficiary of this service, receives assistance there. However, payment of the respective co-payment fees is guaranteed.**
4. The Contract cannot be entered into for the sole purpose of obtaining a residence permit, nationality, or any other similar situations.

## ARTICLE 3 - Conditions of Membership

1. **All individuals who meet the formalities defined by MGEN and are accepted in accordance with the current membership criteria may enter into the Contract.**  
The contractual proposal is considered accepted by MGEN upon issuance of the respective Policy and subsequent delivery of the Health Card.
2. **All individuals duly linked to a Closed Group as well as their respective Family Unit, provided they are expressly identified in the Particular Conditions, of the Contract, may be admitted as Insured Persons under a Group Insurance Contract.**
3. **Individuals belonging to an Open Group as well as their respective Family Unit, provided they are expressly identified in the Particular Conditions of the Contract, may be admitted as Insured Persons under an Individual Insurance Contract.**
4. In the case of individual Contracts, inclusion of the Family Unit is always mandatory.
5. **The membership of the Family Unit in the Contract, under the terms of the previous paragraphs, obliges the inclusion of all its members, as defined in paragraph d) of Article 1, with membership being optional for individuals in one of the following situations:**
  - a) **Prolonged absence abroad for more than 90 (ninety) days;**
  - b) **Covered by another insurance contract provided by the employer;**
  - c) **Covered by a health subsystem (such as ADSE or equivalent).**
6. **If any of the exceptions mentioned in the previous paragraph apply to more than one member of**

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A legal entity registered at the Lisbon Companies Records Office under the single legal entity registration and identification number 517 503 131 and with Share Capital of 7,500,00.000 Euros Phone +351

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the Family Unit, the decision to take out the insurance must be taken in the same manner for all of them.

#### ARTICLE 4 - Waiting Period and Commencement of Coverage

1. Unless otherwise stipulated and expressly mentioned in the list of Insured Persons included in the Particular Conditions of the Contract, **the commencement of the coverage**, in relation to each Insured Person, **will occur, in the case of disease, after the following** waiting periods:
  - a) **The Waiting Period for any agreed (network) or indemnity (out-of-network) benefit following illness is 90 (ninety) days, except for the situations listed below;**
  - b) **The Waiting Period is extended to 365 (three hundred and sixty-five) days in cases of kidney lithotripsy, surgical intervention for benign gynecological pathology, hemorrhoidectomy, mastectomy for benign pathology, thyroidectomy for benign pathology, cholecystectomy, rhinoseptoplasty and septoplasty, tonsillectomy, adenoidectomy, and myringotomy, arthroscopic, Arthroplasty or arthrotomy surgery, surgical treatment of hernias, varicose veins, snoring, sleep apnea, sleep therapy, eye treatments and surgeries;**
  - c) **The Waiting Period is also extended to 365 (three hundred and sixty-five) days in the event of Critical Illness, pre-existing Illness and Accident, Chronic Illness, illness or pathology caused by congenital malformation, treatments resulting from infection with the HIV/AIDS virus, organ and tissue transplants and their implications, liver conditions, haemodialysis treatments, Continuing Care and Palliative Care, psychiatric disorders, officially declared epidemic diseases, surgery and medical acts for the treatment of obesity with a Body Mass Index equal to or greater than 40, and injuries resulting from natural disasters, terrorism and acts of war.**
2. **The Waiting Period begins from the effective date of each Insured Person's membership, unless otherwise agreed.**
3. **The waiting periods contractually stipulated apply to new coverages and capital increases requested by the Policyholder in relation to the previous Contract.**
4. **There will be no application of waiting periods in relation to the Insured Person, in the situations provided for in Art. 1(a) and (b),, in the case of:**
  - a) **Accident or Sudden Disease, occurring after the start of the guarantees, which requires Emergency Treatment at a Healthcare Provider.**
  - b) **Transfer of a previous insurance contract** in which the clinical conditions referred to in those clauses were already covered and that the transfer was not due to exclusion at the

initiative of the previous insurer, without prejudice to the subscription rules in force.

- c) **New employees in the company (or new members of a Closed Group) when they have been admitted to the organisations for less than 30 (thirty) days and when the Contract has been in force for at least 90 (ninety) days;**
  - d) **For a spouse, due to marriage, or for dependents, due to birth or adoption, if the rest of the Family Unit is already included in the Contract, provided that the notification and inclusion occur within a maximum period of 30 (thirty) days, and that the start of coverage aligns with the date of the event leading to such inclusion.**
5. **There will be no application of waiting periods in relation to the Insured Person, in the situations provided for in Art. 1(c), in the case of:**
- a) **Diseases affecting babies born during the term of the Contract, provided that they are included in the Contract within 30 (thirty) days of birth and coverage starts on the date of birth;**
  - b) **Acute myocardial infarction and stroke, thrombosis, when they occur after the commencement of coverage and require Emergency Treatment at a Hospital or Clinic;**
  - c) **Transfer of a previous insurance contract** in which the clinical conditions referred to in that clause were already covered and that the transfer was not due to exclusion at the initiative of the previous insurer, without prejudice to the subscription rules in force.
6. **In the event of an insurance transfer** and without prejudice to the subscription rules in force, MGEN will request the following supporting documentation for the analysis of the application:
- a) **Copy of the General and Particular Conditions of the Previous Insurance Contract;**
  - b) **Copy of the last paid Premium receipt of the Previous Insurance Contract;**
  - c) **Declaration issued by the previous insurer indicating the reason for cancellation, as well as the start and end dates of the previous insurance;**
  - d) **Additional documentation to be specified depending on the nature of the risk.**
7. **The documentation referred to in the previous paragraph of this article must be sent by the Policyholder to MGEN within 90 (ninety) days from the start date of coverage, otherwise the insurance transfer will not be considered.**

## ARTICLE 5 - Exclusions

The following are excluded from the Contract:

- 1. **All medical acts performed as a result of a change or worsening in the health status of the Insured Person, which was wilfully caused by them;**
- 2. **Disturbances caused by excessive alcohol consumption, use of drugs and/or narcotics when**

- not prescribed by a Doctor;
3. All medical acts and medications related to smoking;
  4. Expenses incurred for stays in rest or convalescence homes, thermal spas, sanatoriums, homes, assisted living facilities, drug addiction, alcoholism and/or any other chemical dependency treatment centres, and other similar establishments, as well as corresponding treatments.
  5. Expenses related to states of loss of autonomy that require assistance from third parties, except in cases of hospitalisation or when performed at an Agreed Network Provider for that medical act.;
  6. Treatments not officially recognised by the Medical Council, as well as medications not approved by Infarmed, except when expressly indicated in the Particular Conditions of the Contract and within the scope established in the Special Conditions thereof;
  7. Situation where the Insured Person requests hospital discharge against medical advice;
  8. Expenses related to infertility treatments and medically assisted reproduction, including consultations, diagnostic tests, tests, medications, artificial insemination *in vitro* fertilisation, or embryo transfer procedures, as well as their consequences;
  9. General health check-ups and/or screenings, except when expressly indicated in the Particular Conditions of the Contract and within the scope established in the Special Conditions thereof;
  10. Private nursing treatments and/or treatments provided at home, as well as any tests or treatments performed at home (including physiotherapy);
  11. Expenses, treatments, and medical acts not covered by the definition of Clinically Necessary Services, namely experimental treatments, treatments requiring proof of clinical validity, or treatments carried out as part of research projects;
  12. All medical acts of an aesthetic or plastic nature, except if, as a result of malignant disease or Accident occurring during the term of the Contract, they are considered clinically necessary by a Doctor for the survival and health of the Insured Person;
  13. Any expenses for rejuvenation and/or weight loss, as well as those motivated by excess weight, except in cases of obesity with a Body Mass Index equal to or greater than 40;
  14. Occupational diseases and accidents in the workplace, as well as accidents and illnesses covered by compulsory insurance;
  15. Accidents occurring and diseases contracted in the context of practising the following hazardous activities:
    - i. *Participation in motorised or non-motorised vehicle sports competitions and respective*

*training;*

- ii. Practising snow or ice sports or water sports, specifically surfing, snowboarding, spearfishing, diving, canoeing, rafting, and other sports with similar risk;
  - iii. Practising combat sports, boxing, martial arts, skydiving, downhill cycling, enduro and cross-country, bullfighting, hunting, horse riding, caving, climbing, rappelling, mountaineering, bungee jumping, freefall, paragliding, hang gliding, flying with wingsuits or jumps made from physical platforms, and any other occupation, practice, or situation involving a similar risk;
  - iv. Use of motor vehicles off public roads (land routes on unpaved roads).
16. Any expenses arising from an act liable to constitute a crime or an administrative offence;
  17. All expenses that exceed the maximum annual insured capital limits per guarantee;
  18. All expenses not duly documented by original receipts or certified copies thereof, or submitted for reimbursement through digital channels supported by illegible documents;
  19. Medical consultations or tests intended solely for the issuance of certificates, declarations, statements, or information of any kind that do not have a healthcare or therapeutic purpose;
  20. Expenses incurred, prescribed or justified by doctors who are the spouse, parents, children or siblings of the Insured Person, or by the Insured Person themselves;
  21. Social welfare benefits;
  22. All expenses in the event of false statements or omissions by the Policyholder and/or Insured Person in the Initial Risk Declaration, as provided for in Articles 9 and 10 of these General Conditions.

## CHAPTER II – Formation of the Contract and its Amendments

### ARTICLE 6 - Formação do Contrato

1. The Contract is based on the Initial Risk Declaration, as well as on the statements that the Policyholder and/or the Insured Person is obliged to provide in accordance with the law, namely all relevant and significant circumstances that determine MGEN's accurate assessment of the risk.
2. The statements referred to in paragraph 1 of this article must be mentioned with complete accuracy, even if they are not expressly requested in questionnaires that may be provided by MGEN for this purpose, under penalty of the party responsible for making such statements incurring the consequences set out in Art. 9 and 10 of these General Conditions.
3. Except in situations where MGEN expresses the need to collect additional information, the Contract is deemed concluded from 0 (zero) hours on the start date indicated in its Particular Conditions.

### ARTICLE 7 - Effects of the Contract

1. Without prejudice to the provisions of the previous article, **the Contract and its respective coverages shall only take effect from the moment the Premium or the initial instalment is paid by the Policyholder.**
2. **Incidents that commence within a specific annuity of the Contract,, as a result of Disease or Accident, produce their effects within the scope of the guarantees and capital limits established in the Particular Conditions relating to that annuity, and cannot be guaranteed in subsequent annuities.**
3. **The same incident cannot trigger more than one of the coverages provided for in the Special Conditions of the Contract.**

### ARTICLE 8 - Contract Consolidation

**Thirty (30) days after the delivery/sending of the Contract by MGEN, it is consolidated, and the Policyholder may no longer claim any discrepancy between the agreed terms and its content, except if such discrepancy results from a prior document made in writing or on another durable media.**

### ARTICLE 9 - Fraudulent Omissions or Inaccuracies by the Policyholder and/or the Insured Person in the Initial Risk Declaration

1. **If there are fraudulent omissions or inaccuracies in the Initial Risk Declaration made under the terms set out in Art. 6 of these General Conditions, the Contract is considered voidable.**
2. **All medical expenses borne by MGEN up to the moment it becomes aware of the omissions or inaccuracies referred to in the previous paragraph must be reimbursed by the Insured Person.**
3. The Policyholder and the Insured Person are jointly and severally liable for the payment of the expenses referred to in the previous paragraph.
4. **Without prejudice to the provisions of the previous paragraphs, if there are fraudulent omissions or inaccuracies in the Initial Risk Declaration made under the terms set out in Art. 6 of these General Conditions, MGEN is entitled to the Premium due until the end of the Contract.**

### ARTICLE 10 - Negligent Omissions or Inaccuracies by the Policyholder and/or Insured Person in the Initial Risk Declaration

1. **If there are negligent omissions or inaccuracies in the Initial Risk Declaration made under the terms set out in Art. 6 of these General Conditions, MGEN may propose an amendment to the Contract, setting a deadline of not less than 14 (fourteen) days for the Policyholder to respond to**



it.

2. According to the provisions of the previous paragraph, the Contract ceases to be effective 20 (twenty) days after the proposal for amendment is sent by MGEN if the Policyholder does not respond or does not agree to it.
3. If the Contract is terminated under the terms referred to in the previous paragraph, MGEN will refund the Premium for the period of the Contract already paid and not yet elapsed, unless payments have been made as a result of an incident.
4. In the event of an incident occurring before the termination or amendment of the Contract, where the occurrence or consequences have been influenced by facts regarding which there was a negligent omission or inaccuracy, MGEN:
  - a) Provides coverage for the incident in proportion to the difference between the Premium paid and the Premium that would have been due if, at the time of concluding the Contract, it had known of the omitted or inaccurately stated fact;
  - b) Does provide coverage for the incident, by demonstrating that it would not have entered into the Contract or accepted the membership under any circumstances 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 Contract any inclusion of an Insured Person will take place on the renewal date, except in the following cases:
  - a) Admission to the company that is the Policyholder of the Insurance Contract of a new employee and the respective Household;
  - b) Admission of a new member and their Family Unit into a specific Closed Group;
  - c) Marriage;
  - d) Birth or adoption of a new member of the Family Unit, provided that they are already included in the Contract.
2. The events provided for in the paragraphs of the previous article must be communicated to MGEN within 60 (sixty) days of their occurrence.
3. The commencement of coverage for the Insured Person included in the Contract during its term is subject to the waiting periods set out in Art. 4 of these General Conditions.
4. Any changes to the composition of the Family Unit must be communicated to MGEN within 60 (sixty) days of their occurrence.
5. During the term of the contract, any exclusion of an insured person, in the case of an Open Group policy, an individual policy or members of the households of Insured Persons of an Open Group,

shall only take effect on the policy renewal date.

6. During the term of a Closed Group Contract, the Policyholder may request in writing, either in hard copy or on other durable media, available and accessible to MGEN, the exclusion of the Member whose employment or associative link has been terminated.
7. In the situations provided for in paragraph 6 of this article, MGEN will refund the portion of the Premium corresponding to the period of the Contract already paid and not yet elapsed, except when payments have been made as a result of an incident.
8. Whenever the Insured Person ceases to be linked to a Closed Group, they may join one of MGEN's individual solutions and, for that purpose, must request individual membership with MGEN within 60 (sixty) days following their exit from the insured Group. The rules in force shall apply to the transfer of Previous Insurance.
9. Whenever the Insured Person ceases to be linked to an Open Group, they may join one of MGEN's individual solutions at the end of the policy year of the Contract in force.

#### ARTICLE 12 - Re-entry of the Policyholder and/or the Insured Person

1. Re-entry of the Policyholder and/or the Insured Person is not possible without MGEN's prior and express authorisation.
2. Authorization for re-entry is subject to a detailed analysis of the reasons that led to the termination of the previous Contract, as well as justification for the request for re-entry. MGEN may request any and all necessary documentation for this analysis.

### CHAPTER III – DURATION OF THE CONTRACT

#### ARTICLE 13 - Commencement, Duration, and Renewal of the Contract

1. The Contract is concluded for a period of 1 (one) year and will take effect from the date indicated in its Particular Conditions.
2. In the case of insurance where the Policyholder is an individual, the Contract is deemed accepted if MGEN does not respond, within legal terms and limits, on the 14th (fourteenth) day after the date of receipt of the Proposal and the documents requested by MGEN, unless the proposer is notified of a refusal or the need for additional information (approval depends on the submission and analysis of the requested elements).
3. The Contract will be automatically renewed annually for a period and under conditions corresponding to those initially contracted, unless MGEN gives prior written notice, in hard copy or on other durable media, at least 30 (thirty) days before the renewal date.

4. **If the Policyholder does not agree** with the conditions proposed by MGEN for the renewal of the Contract, **they must communicate their disagreement to MGEN, in which case the Contract will end at the end of the current annuity.**
5. In accordance with the provisions of the previous paragraph, **the silence of the Policyholder** until the end of the current annuity of the Contract, **will be considered as acceptance of the new conditions proposed by MGEN for renewal or the maintenance of the contractual conditions in force**, as applicable.
6. **In the case of Closed Group Contracts, if the Parties do not reach an agreement on the Contract renewal conditions, the communication referred to in paragraph 4 of this article will be considered a timely termination of the Contract.**
7. **MGEN may not propose discriminatory conditions for the renewal of Insurance Contracts it has concluded.**
8. MGEN and the Policyholder are bound to comply with the conditions for renewal of the Contract, established with the entity holding an Open Group agreement.
9. **Requests for changes to the coverage must be submitted to MGEN in writing, with a justification describing the reason for the change, at least 60 (sixty) days before the end of the current annuity of the Contract. These requests are subject to technical risk assessment and acceptance by MGEN.**

10. The communications provided for in this article are deemed to have been made on the 3rd business day following their dispatch to the other party, where they are not received for reasons attributable to that party.

#### ARTICLE 14 - Termination of the Contract upon Expiry/Renewal

1. The Policyholder may freely terminate the Contract by giving written notice to MGEN 30 (thirty) days in advance of the renewal date.
2. MGEN may not terminate the Contract, except in the situation provided for in paragraph 4 of the previous article.

#### ARTICLE 15 - Free Termination

1. Without prejudice to the provisions of the following paragraph, the Policyholder has a period of 30 (thirty) days from the receipt of the Contract to terminate it without stating a just cause.
2. The period provided for in the previous paragraph is counted from the date of conclusion of the Contract, provided that on that date, the Policyholder has all relevant information in writing, in hard copy or on other durable media, that must be included in the Contract.
3. Termination of the Contract as defined above must be communicated to MGEN in writing, in hard copy or on other durable media available and accessible to MGEN.
4. Termination of the Contract under the terms defined in paragraph 1 of this article has retroactive effect; however, MGEN is entitled to reimbursement of the expenses it has incurred under the Contract.

#### ARTICLE 16 - Termination of the Contract for Just Cause

The Contract may be terminated by either Party at any time, if there is just cause for doing so, under the general terms.

Just cause in relation to the Policyholder includes:

- a) failure to fulfil contractual obligations by MGEN that are essential to maintaining the Contract as accepted.

Just cause in relation to MGEN includes:

- a) Non-payment of the Premium, as provided for in Article 21 of these General Conditions;
- b) Fraud or attempted fraud by the Policyholder and/or the Insured Person;
- c) The intentional or negligent omission or inaccuracy by the Policyholder and/or the Insured

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Person in the Initial Risk Declaration;

- d) Failure to fulfil contractual obligations by the Policyholder and/or the Insured Person that are essential to maintaining the Contract under the terms with which it was accepted.

#### ARTICLE 17 - Termination of Coverage in Relation to the Insured Person

The right to coverage ends, for each Insured Person, on the following dates:

- a) Date of termination of the Contract;
- b) Date of termination of the relationship or common interest that links the Insured Person to the Policyholder or to the entity with an Open Group agreement;
- c) Date of non-payment of the Premium.

#### ARTICLE 18 - Effects of Termination of the Contract

1. Without prejudice to the provisions of Article 23 of these General Conditions, the termination of the Contract results in the extinction of the obligations of MGEN and the Policyholder.
2. The provisions of the previous paragraph do not prejudice MGEN's obligation, if the risk is not covered by a subsequent insurance contract, to make the payment arising from risk coverage for each Insured Person for 2 (two) subsequent years, up to the amount of the insured capital still available relating to the last period of validity of the Contract, provided that the Incident, covered by said Contract and declared within 30 (thirty) days after its termination (unless there is justifiable impediment), occurred before or concurrently with its termination, and even if it was the cause of the termination.
3. Once the Contract is terminated, it cannot be reinstated.
4. In the event of non-renewal of the Contract or coverage, the authorisations issued and not yet used automatically expire on the termination date.

### CHAPTER IV – INSURED VALUE AND PREMIUM

#### ARTICLE 19 - Insured Value

MGEN's liability is limited to the maximum amounts set forth in the Particular Conditions of the Contract.

#### ARTICLE 20 - Payment of the Premium

1. Coverage of the risks guaranteed by the Contract is, in accordance with the provisions of the applicable law, subject to the payment of the Premium or the initial installment, which is due on

the date of conclusion thereof.

2. **The annual Premium corresponding to each term of the Contract is due in full**, without prejudice to the possibility of dividing the payment of the Premium into installments.
3. **Subsequent premiums or installments are due on the dates defined in the Particular Conditions of the Contract and, where applicable, the variable part of the Premium related to value adjustments or the part of the Premium corresponding to changes in the Contract are due on the dates indicated in the respective notices, under the terms set forth in the following paragraphs of this article.**
4. **MGEN will notify the Policyholder in writing, at least 30 (thirty) days in advance of the due date, of the Premium or its installments that are due**, indicating in such collection notice the payment date, the amount to be paid, the method and place of payment, as well as the consequences of non-payment of the Premium or its installment.
5. **When the payment of the Premium is divided into periods equal to or shorter than a quarter, it may not be necessary to send a collection notice.**

#### ARTICLE 21 - Non-Payment of the Premium

1. **Failure to pay the initial Premium, or its first installment, on the due date will result in the automatic termination of the Contract as of the date indicated in the Particular Conditions as the effective start date of the Contract.**
2. **Failure to pay the Premium for subsequent annuities, or the first installment thereof, on the due date, will prevent the renewal of the Contract, thereby resulting in its non-renewal.**
3. **Failure to pay the Premium results in the automatic termination of the Contract on the due date of:**
  - a) **An installment of the Premium during an annuity;**
  - b) **An adjustment Premium under the circumstances defined in the Particular Conditions of the Contract;**
  - c) **An additional premium resulting from an amendment to the contract on the grounds of a supervening increase in risk.**

#### ARTICLE 22 - Premium Update

1. **Taking into account the frequency of indemnified medical acts, as well as any increase in the average costs associated with health, the insurance premiums may be updated annually in accordance with the group's technical and contractual balance, with effect from the Contract**



renewal date.

2. For the purposes of the previous paragraph, MGEN shall notify the Policyholder of the criteria for updating the Premium at least 30 (thirty) days before the Contract renewal date.

## CHAPTER V – RIGHTS AND OBLIGATIONS OF THE PARTIES

### ARTICLE 23 - Obligations of the Policyholder and/or Insured Person

1. The Policyholder and/or the Insured Person are obliged to provide any information requested by MGEN and/or present the supporting documentation that allows for the proper management, formation, and modification of the Contract, particularly in cases of incidents and claims, and:

For Agreed Services (use within the network):

- a) Select a provider from the Network of Providers indicated by MGEN;
- b) Present their Health Card at clinical services at the selected provider and verify that all necessary medical acts are agreed upon;  
  
When, due to unavailability of the IT system or another duly justified reason not attributable to the Insured Person, it is not possible to directly process the Deductible and/or Copayment amount with the Agreed Provider, the Insured Person must bear the entire healthcare expense and subsequently submit it to MGEN for payment to be processed under the Agreed Services scheme, provided the Provider has billed agreed amounts.
- c) Pay the selected provider the portion of the expense for which they are responsible, as defined in the Particular Conditions of the Contract.
- d) In the event of an Incident, complete the corresponding Declaration (form available at [www.mgen.pt](http://www.mgen.pt));
- e) For medical acts not contracted with the providers referred to in paragraph c), the indemnity payments scheme, as provided in the following point, shall apply.

For Indemnity Payments (reimbursement):

- a) In the event of an Incident, complete the corresponding Declaration (form available at [www.mgen.pt](http://www.mgen.pt));
- b) When submitting by post, send the Reimbursement Request form, available on the MGEN website, duly completed.
- c) request prior authorization from MGEN for the performance of the medical acts

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described in paragraph 4 of this article, issued less than twelve months previously, including a medical report detailing the medical history, related prior conditions, definitive diagnosis, and scientific evidence of the proposed procedure, as otherwise, no Indemnity Payments will be made for those acts.

- d) Submit to MGEN the medical prescription for complementary diagnostic tests and treatments performed, as well as for medicines, glasses, contact lenses, and other prostheses/orthoses that are purchased.
- e) Ensure that when the expense has been incurred abroad and is covered by the Contract, the respective supporting documents for the expenses, including but not limited to the original invoice and proof of payment, and clinical information, are written in Portuguese, English, French, or Spanish;
- f) Submit, within a maximum of 90 (ninety) days from the date of the Medical Act in question, the supporting documents for the expenses incurred, including but not limited to the original invoice, proof of payment, and clinical information, which must necessarily indicate the name of the Insured Person to whom they refer, detail the services provided, and the medical specialty to which they pertain, while also complying with current regulations, particularly those of a fiscal nature. Where expenses relate to surgery or minor surgery, the tax document must expressly itemise and specify the amounts relating to medical fees, operating theatre, medicines and other consumables, and must also be accompanied by the respective medical fee note;
- g) The deadline stipulated in the previous paragraph is extended to 180 (one hundred and eighty) days when the expense has been previously or partially covered by another insurer under the Complementary Scheme, in which case,
  - The Insured Person must first request reimbursement of expenses from the previous subsystem or insurer, and the Indemnity Payment from MGEN to the Insured Person will be made after the prior Contribution from that entity or via a certified copy.
  - The Insured Person must submit to MGEN a photocopy of the medical prescription and the receipt of expenses incurred, as well as an original document proving the portion of the expense not reimbursed under the previously activated subsystem or insurance contract.

2. When the Insured Person uses the Agreed Network without identifying themselves with their Health Card, the expenses will be subject to the Indemnity Payments scheme, under the terms and limits set forth in the Policy;

3. In addition to the obligations mentioned above, the Policyholder and/or the Insured Person must also, in the event of an incident:
  - a) Provide truthful information to MGEN about the circumstances and consequences of the Disease or Accident;
  - b) Comply with the prescriptions of the Physician that they saw;
  - c) Undergo examinations by doctors designated by MGEN, if deemed necessary.
4. The Insured Person must also request Pre-authorization from MGEN's clinical services whenever the following are involved:
  - a) Expenses guaranteed under the Special Conditions "Hospitalisation" and "Childbirth".
  - b) Expenses for transportation to a Hospital or Clinic abroad;
  - c) Expenses for treatments, examinations and other medical acts resulting from Critical Illness, Chronic Illnesses, pre-existing illness or injury, as well as illness caused by congenital malformation;
  - d) Any Medical Act performed under paragraph b) of no. 2 of Art. 26 of these General Conditions;
  - e) Any Medical Act resulting from the territorial extension of the Contract's coverage, under the terms and within the limit(s) established in its Particular Conditions, if provided for therein.
5. If due to an emergency it is not possible to request Pre-authorization, MGEN's clinical services must be contacted within a maximum of 96 (ninety-six) hours following the event that gave rise to the need for it.
6. The Policyholder and/or the Insured Person are obliged to take all measures to avoid or at least minimise the worsening of the consequences of the Accident or Disease.
7. The Policyholder and/or the Insured Person authorise MGEN to provide the Agreed Network Providers and Medical Assistance providers with all relevant and necessary information, even if confidential, for the execution of the Contract.
8. The Policyholder and/or the Insured Person authorise the physicians and hospitals they have consulted to provide the Physician responsible for MGEN's clinical services with the clinical reports and any other documents requested during the process of assisting the Insured Person.

#### ARTICLE 24 - Payment of Indemnity

1. MGEN undertakes to diligently and promptly carry out all necessary investigations for the proper settlement of claims.
2. In the case of Indemnity Payments, MGEN will pay the amount due within 15 (fifteen) working days

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after receiving the reimbursement requests duly accompanied by the necessary supporting documents for the settlement of the claim.

3. Payments due by MGEN will be made in Portugal and in the national currency.
4. If the expenses borne by the Insured Person are incurred in foreign currency, the conversion to Euros will be made at the exchange rate published by the Bank of Portugal on the day the expense was incurred.

## CHAPTER VI - FINAL PROVISIONS

### ARTICLE 25 - Complementarity

**In the event of complementarity between the Contract and other protection systems, the total contributions paid by other entities/institutions and MGEN may not, under any circumstances, exceed the actual value of the expenses incurred by the Policyholder and/or Insured Person.**

### ARTICLE 26 - Territorial Scope

1. **The Contract is valid in Mainland Portugal and in the Autonomous Regions of the Azores and Madeira.**
2. **The Contract is valid abroad when one of the following conditions is met:**
  - a) **In the event of an Accident or Sudden Disease, when the Insured Person is abroad for a period not exceeding 90 (ninety) days;**
  - b) **In the event of any treatment abroad, provided that an entity appointed by MGEN acknowledges the impossibility of such treatment being carried out within national territory.**
3. **When expressly provided for in the Particular Conditions of the Contract and without prejudice to the provisions of the previous paragraph, it may also produce effects abroad, under the conditions and terms provided for in the Special Conditions of the Contract regarding which such provision is made.**
4. **In the absence of an Agreed Network Provider abroad in relation to the medical acts to which the Insured Person must be subjected, the payment of insurance benefits is made under the Indemnity Payments scheme whenever the insurance policy provides for this scheme.**

### ARTICLE 27 - Communications and Notifications between the Parties

1. **Communications or notifications to be made between the Parties under this Contract must be in writing or made by another means that leaves a durable record, to the most recent address or**

email address of the Policyholder and MGEN as indicated in the Contract.

2. **Any change of address by the Policyholder must be communicated to MGEN within 30 (thirty) days following the date on which the change occurs, otherwise, all communications and notifications sent to the previous address will be considered valid.**
3. **Any change to the Policyholder's email address must be communicated to MGEN on the date the change occurs, otherwise, all communications and notifications sent to the previous address.**

#### ARTICLE 28 - Prescription

1. **MGEN's right to the Premium prescribes within a maximum period of 2 (two) years from the due date.**
2. **The rights arising from the Contract prescribe within a period of 5 (five) years from the date on which the holder became aware of the right, without prejudice to the ordinary prescription from the event that gave rise to it.**

#### ARTICLE 29 - Subrogation

After the payment of any expenses incurred under the Contract, MGEN is subrogated to the rights of the Insured Person against third parties responsible for the Incident, up to the amount paid, and the said Insured Person must refrain from engaging in any acts or omissions that may prejudice the subrogation, under penalty of being liable for losses and damages.

#### ARTICLE 30 - Data Protection

1. Within the scope of this Contract, the entity responsible for the collection and processing of personal data of the Policyholder or their representatives and the Insured Person is MGEN, and the identification of the appointed Data Protection Officer, whose email address is **protecaodedados@mgen.pt,,** is available at [www.mgen.pt](http://www.mgen.pt).
2. The data that are collected and processed are strictly necessary for the execution of the Contract and each individual membership of it, as well as for the management of the contractual relationship with the Policyholder or their representatives and the Insured Person, including, in particular, identification data, contact details, health-related data, and professional data of those individuals. The collection and processing of the aforementioned data constitute a prerequisite for the conclusion of the Contract and for the Insured Person joining it, and failure to provide such data, or providing them in an incomplete or incorrect manner, makes concluding/joining the contract impossible.

3. MGEN processes the personal data of the Policyholder or their representatives and the Insured Person for the following purposes:

- a) Risk assessment by MGEN prior to accepting the Insured Person's membership (legal basis: pre-contractual due diligence related to membership acceptance).
- b) Conclusion and management of the Contract and individual memberships (legal basis: execution of the Contract to which the personal data holder is a Party);
- c) Billing and collection (legal basis: execution of the Contract to which the personal data holder is a Party and pursuit of MGEN's legitimate interest);
- d) Information on MGEN's services and/or products (marketing), through any means of communication, including electronic media (legal basis: consent of the personal data holder);
- e) If applicable, opinion surveys to assess the quality of MGEN's service (legal basis: consent of the personal data holder);
- f) For statistical purposes (based solely on anonymised data) (legal basis: pursuit of MGEN's legitimate interest);
- g) If applicable, recording of telephone calls made within the scope of the contractual relationship (legal basis: consent of the personal data holder);
- h) Generally, compliance with legal or regulatory obligations to which MGEN is subject and pursuit of MGEN's or third parties' legitimate interests (legal basis: compliance with legal obligations and pursuit of MGEN's legitimate interest).

4. In accordance with applicable legal provisions, MGEN may transmit or communicate personal data of the Policyholder or their representatives and the Insured Person to other entities if such transmission or communication is necessary for the execution of the Contract or for pre-contractual due diligence, if necessary for compliance with a legal or regulatory obligation to which MGEN is subject, or if necessary for the pursuit of MGEN's or a third party's legitimate interests, as provided by law.

At the date of issuance of the Contract, MGEN may transmit/communicate personal data of the Policyholder or their representatives and the Insured Person to the following categories of recipients: credit institutions and financial companies, insurance brokers, other insurers, reinsurers, the Tax and Customs Authority, the Insurance and Pension Funds Supervisory Authority, other regulatory and supervisory authorities, courts, public entities, and/or entities subcontracted by MGEN to process personal data of the Policyholder or their representatives and the Insured Person in the name and on behalf of MGEN.

5. The Policyholder or their representatives and the Insured Person expressly declare and guarantee



that the transmission to MGEN and subsequent processing by MGEN of the personal data that, for the purpose of executing this contract, they have provided or will provide, has been duly consented to by the respective holders.

6. MGEN does not transfer personal data of the Policyholder or their representatives and the Insured Person to third countries or international organisations outside the European Economic Area.
7. The Policyholder or their representatives and the Insured Person have the right to request from MGEN more detailed information about the recipients or categories of recipients of their personal data.
8. Without prejudice to any legal or regulatory obligation applicable to MGEN that requires longer storage periods, personal data are stored by MGEN as follows:
  - a) Personal data collected for the purposes of risk assessment, conclusion/joining the Contract, billing, and collection, as well as other purposes necessary for the proper execution of the Contract, will be stored by MGEN for the duration of the Contract, and may be retained until the end of the limitation period for any actions or legal proceedings arising from the conclusion of the Contract or related thereto;
  - b) Personal data collected for marketing purposes and opinion surveys will be stored until the consent is withdrawn by the data subject.
9. MGEN may use mechanisms that lead to decisions made based on automated processing with respect to risk assessments and conditions of the Contract and memberships.

The Policyholder or their representatives and the Insured Person have the right to object to such decisions when they produce effects in their legal sphere or affect them significantly in a similar manner, and may express their point of view and request a review of the automated decision in their specific case, by writing to **protecaodedados@mgen.pt**.

10. Data subjects are guaranteed the rights of access, rectification, erasure, and portability of their personal data, as well as the right to object and to restrict the processing of such personal data, in accordance with applicable legal provisions. To exercise these rights, they should contact MGEN in writing via email to **protecaodedados@mgen.pt** or by postal mail to **Rua Duque de Palmela, 11, Piso 1 1250-097 Lisboa**.

Data subjects also have the right to lodge complaints regarding the processing of their data with the National Data Protection Commission.

11. In cases where data processing is solely based on the consent of the Policyholder or their representatives and the Insured Person, they have the right to withdraw their consent at any time. Withdrawal of consent, however, does not compromise the lawfulness of the processing of the personal data of the Policyholder or their representatives and the Insured Person carried out based

on the consent previously given by the data subject.

Policyholder or their representatives and the Insured Person also have the right to object, at any time, to the processing of their personal data for direct marketing purposes.

12. MGEN's Privacy and Data Protection Policy is available at: **www.mgen.pt**.

#### ARTICLE 31 - Complaints Management

1. **Any complaints must be submitted by the Insured Person via email or postal mail, as applicable, to:**

[reclamacoes-](mailto:reclamacoes-)

[portugal@mgen.pt](mailto:portugal@mgen.pt) **Complaints**

**Management**

**Rua Duque de Palmela, 11,**

**Piso 1 1250-097 Lisboa.**

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

#### ARTICLE 32 - Governing Law and Jurisdiction

1. The Contract is governed by Portuguese law.
2. **Disputes arising from the interpretation and application of this Contract shall preferably be resolved by mutual agreement between the Parties.**
3. **In the absence of agreement, disputes arising from this Contract shall be settled through the courts, and the Parties may, in writing, opt for arbitration. Territorial jurisdiction shall be as defined in the civil procedural law applicable to the performance of obligations.**

#### SPECIAL CONDITIONS

When expressly provided for in the Particular Conditions of the Contract and up to the limits indicated therein, the acts and expenses within the framework of the scope of the following Special Conditions are guaranteed:

#### ARTICLE 1 - Hospitalisation Coverage

1. This Special Condition **guarantees**, under the terms and up to the limit(s) set out in the Particular Conditions within the framework of the Contract, **the payment of the expenses indicated below**,

provided they are incurred in a hospital setting and involve hospitalisation:

- a) Medical fees;
- b) Hospitalisation in intensive care units;
- c) Chemotherapy and radiotherapy treatments, regardless of the existence of hospitalisation, as well as medications used in the treatment of oncological diseases even if they are not exclusively chemotherapeutic;
- d) Maxillofacial surgery, where it is a consequence of an Emergency Episode which, occurring during the term of the contract, requires Emergency Treatment and Hospital Admission, or of Critical Illness;
- e) Daily fees of the Insured Person;
- f) Non-private nursing;
- g) Consultations and diagnostic auxiliary exams, when prescribed and carried out during hospitalisation;
- h) Medications administered during hospitalisation;
- i) Intraoperative prostheses;
- j) Refractive surgery or treatments for myopia, astigmatism, and hypermetropia in cases where the dioptries for each eye are equal to or greater than 4 dioptries, regardless of whether or not the patient is hospitalised;
- k) Long-term or Palliative Care;
- l) Hospitalisation due to psychiatric disorders;
- m) Surgery motivated by obesity with a Body Mass Index equal to or greater than 40;
- n) Organ and tissue transplants and their implications;
- o) Recovery of the Insured Person in case of injury caused by an act of terrorism or war, declared or otherwise;
- p) Diseases or accidents resulting from natural, environmental, or climate disasters;
- q) Childbirth, as defined in Art. 6 of these Special Conditions;
- r) Use of robotic methods, following a Serious Disease or when clinically appropriate;
- s) Operating room floor and facilities necessary for performing surgical medical acts (operating theatre, recovery room, etc.) and materials used in this context (anaesthetic gases, oxygen, etc.);
- t) Ground ambulance transport to and from a Hospital or Clinic, provided that the condition of the Insured Person justifies it.

2. The total of the medical expenses identified in items k) to p) will only be reimbursed up to a maximum limit equivalent to 10% of the Hospitalisation capital indicated in the Particular

## Conditions of the Contract.

3. **Medical expenses related to oral medications or treatments used in the medical expenses treatment of oncological diseases carried out within the Provider Network will have a Copayment borne by the Insured Person of 10% per package.**
4. **Medical expenses identified in paragraph r) will be covered up to a maximum limit of € 2,500 (two thousand five hundred euros) per Incident.**
5. The payment of expenses arising from Minor Surgery is guaranteed under this Special Condition even if it occurs in a non-hospital setting.
6. Also guaranteed by this special condition, under the agreed services scheme, is the payment of medical expenses related to home hospitalisation, provided it is recommended by the physician.
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 Particular Conditions of the Contract and the number of “K” stipulated for each Medical Act in the Nomenclature and Relative Value Code of Medical Acts or equivalent.**
8. Whenever a security deposit is requested from the Insured Person, MGEN, in the case of Hospitalisation resulting from an Emergency Episode, will insure the value of the deposit, without prejudice to exercising the right of recourse against the Insured Person if it is found that the Incident that led to the Hospitalisation for which the deposit is due is outside the scope of the Contract coverage.  
  
The procedure described in the previous paragraph applies only within the network of participating hospitals where it has been agreed.
9. **Expenses of companions are not covered, except in cases of Hospitalisation of dependent minors. In this case, the payment for the companion's meals is excluded and must be borne by the companion themselves.**
10. **Private expenses**, such as the use of a telephone, TV rental, etc., are not covered.
11. **Dental expenses are not considered under this Special Condition**, except those provided for in paragraph d) of number 1 of this article.

## ARTICLE 2 - Outpatient Assistance Coverage

1. This Special Condition **guarantees**, when contracted and under the terms and up to the limit(s) set out in the Particular Conditions of the Contract, **the payment of expenses related to Clinically Necessary Services indicated below, which do not require the specific means and services inherent to a hospital environment, even if they are performed in a hospital setting:**

- a) **Medical fees related to General Practice consultations, including as well as other medical specialties, provided they are recognised by the Medical Council;**
  - b) **Treatments carried out when prescribed by a Physician and provided they are recognised by the Medical Council;**
  - c) **Auxiliary diagnostic exams, when prescribed by a Physician;**
  - d) **Physical Medicine and Rehabilitation treatments when prescribed by a Physician and carried out by a legally qualified specialist;**
  - e) **Kinesiotherapy when prescribed by a Physician;**
  - f) **Ozone therapy when prescribed by a Physician, with a supporting medical report issued less than twelve months previously;**
  - g) **Psychology consultation fees, provided they are performed by professionals registered with the Council of Psychologists;**
  - h) **Psychotherapy sessions, provided they are carried out by a Physician or Psychologist registered with the Council of Psychologists, with specific training;**
  - i) **Nursing care provided in a Hospital or Clinic;**
  - j) **Ground ambulance transport to and from a Hospital or Clinic in Portugal, provided the condition of the Insured Person justifies it;**
  - k) **Transport to a Hospital or Clinic abroad, provided the condition of the Insured Person justifies it;**
  - l) **Alternative Medicines, specifically Acupuncture, Homeopathy, Osteopathy, Naturopathy, and Chiropractic, when practised by doctors or technicians with recognised deontological autonomy;**
  - m) **Expenses related to prescribed contraceptive methods, except oral contraceptive methods, which are guaranteed under the medication coverage.**
2. **Expenses for Alternative Medicines are guaranteed exclusively when performed within the Wellness Network, with the total amount of the values/fees agreed with MGEN within the scope of such a network being borne by the Insured Person, who, under the terms defined in the Particular Conditions of the Contract, will subsequently request reimbursement from MGEN up to a maximum of € 35 (thirty-five euros) per treatment.**
  3. **Expenses for the purchase and placement, where applicable, of prescribed contraceptive methods shall be reimbursed up to a maximum of € 40,00 (forty euros) per policy year.**
  4. **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 Particular Conditions of the Contract and the number of “K” stipulated for each Medical Act in the Nomenclature and**

**Relative Value Code of Medical Acts or equivalent.**

5. **There is no limit on the number of medical consultations.**
6. **Without prejudice to the previous paragraph, it will be necessary to present a medical report, issued less than twelve months ago, justifying its performance, due to proven pathology, in the cases indicated below:**
  - a) **Dermatology or Vascular Surgery, from the 4th (fourth) consultation, inclusive;**
  - b) **Psychiatry, from the 7th (seventh) individual consultation or the 13th (thirteenth) group consultation, inclusive.**
7. **Although not recognised as a specialty by the Medical Council, a maximum of 6 psychological support sessions per year are guaranteed under this Special Condition, covering both Psychology consultations and Psychotherapy sessions.**

**From the 6th (sixth) follow-up session per policy year, the contribution towards the expense is guaranteed upon presentation of a medical report, issued less than twelve months ago, justifying the continuation of the sessions.**

8. **Physical Medicine and Rehabilitation, specifically Physiotherapy, Occupational Therapy, Cognitive Therapy, and Speech Therapy and Kinesiotherapy are guaranteed under this Special Condition as follows:**
  - a) **Expenses incurred under the Indemnity Benefits (reimbursement) regime are covered upon medical prescription and, from the 12th (twelfth) session per policy year, are subject to the presentation of a medical report, issued less than twelve months ago, justifying the continuation of the treatments;**
  - b) **Where the expense is incurred by the Insured Person under the Agreed Benefits (network) regime, it is always covered without the need for prescription or a medical report issued less than twelve months ago.**
9. **Notwithstanding the provisions of paragraphs 6, 7 and 8 above, up to the limits set in the Particular Conditions of the Contract, the number of medical treatment sessions is unlimited.**
10. **Over-the-counter products, such as nappies, cereals, milk, dressings, syringes and needles, creams, dietary products, and other similar products are not covered.**
11. **Expenses related to dental care, as well as those arising from Minor Outpatient Surgery, are not covered under this Special Condition.**

**ARTICLE 3 - Dental and Stomatology Coverage**

1. **This Special Condition, when contracted and under the terms and up to the limit(s) set in the**

Particular Conditions of the Contract, **guarantees payment of the stomatological and/or maxillofacial expenses indicated below:**

- a) **Consultations and treatments;**
- b) **Hospitalisation;**
- c) **Medical fees;**
- d) **Outpatient treatments and other clinical acts, as well as auxiliary diagnostic exams, provided they are prescribed by a Stomatologist, Dental Medicine or Maxillofacial Medicine Specialist;**
- e) **Dental cleaning, except expenses related to dental whitening, bicarbonate jets, topical fluoride application, and pigment removal;**
- f) **Orthodontics;**
- g) **Acquisition of dental prostheses;**
- h) **Stomatological or maxillofacial surgery when resulting from a Disease not covered under paragraph d) of no. 1 of Art. 1 of these Special Conditions.**

- 2. **Under this Special Condition, costs arising from the use of precious materials are not covered.**

#### ARTICLE 4 - Prosthetics and Orthotics Coverage

- 1. This Special Condition **guarantees**, when contracted and under the terms and up to the limit(s) set in the Particular Conditions of the Contract **the payment of expenses indicated below, incurred with clinically designed instruments that replace totally or partially the loss of a limb or organ, as well as those intended to help such limb or organ to fulfil, in whole or in part, its functions, provided they are prescribed by a Specialist Physician in the field in which the prosthetic or orthotic is deemed clinically necessary, Optometrist, or Orthoptist:**

- a) **Frames, when purchased with corresponding prescription lenses;**
- b) **Prescription lenses;**
- c) **Prescription contact lenses;**
- d) **Other auditory, ocular, and orthopaedic prosthetics or orthotics;**
- e) **Purchase or hire of wheelchairs, adjustable beds, crutches, CPAP equipment and ventilation therapy equipment;;**
- f) **Wigs and mastectomy support bras, following a Serious Disease that occurred during the term of the Contract.**

- 2. **The expenses associated with items a) and b) are covered every two annuities of the Contract, except when there is a change in the prescription compared 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. **Within the scope of this Special Condition, maintenance solutions for prescription contact lenses are not covered.**
4. **Theft, robbery, loss, or breakage of glasses or lenses are not covered, except when resulting from an Accident covered by the Contract, provided that the Accident report is accompanied by a document proving the physical injuries caused to the Insured Person, prepared by the doctor, Hospital, or Clinic that provided assistance.**
5. **Expenses for compression stockings, rubber tips, support belts, maternity belts, lumbar braces, elastic wrist supports, knee supports, elbow supports, arm supports, nebulisers, earplugs, insoles and footwear, bandages, diabetic test strips, colostomy and urostomy bags, syringes or needles, pressure sore prevention mats and cushions, nappies, urine collection bags, urinary catheters, slings, belts, cervical collars, brachial suspenders, walking frames, joint immobilisers or other equivalent expenses, as well as bras, wigs or other hair prostheses not included in subparagraph f) of paragraph 1 of this article, even if prescribed by a Doctor.**
6. **Stomatological expenses are also not covered under this Special Condition.**

#### ARTICLE 5 - Medication Coverage

1. This Special Condition, when taken out and under the terms and up to the limit(s) set out in the Particular Conditions of the Contract, **guarantees reimbursement of expenses incurred for medicines, vitamins and mineral salts, in respect of Manifested Illness, and vaccines for protection against diseases, provided they are registered with Infarmed, prescribed by a Doctor and used exclusively for the treatment of the Insured Person.**
2. **Medication expenses are only reimbursed upon simultaneous submission of the receipt and the corresponding medical prescription.** However, it is not necessary to submit the prescription when the expense has been previously co-funded by the National Health Service or another equivalent subsystem.
3. **This Special Condition guarantees the reimbursement of medical devices, as defined by Infarmed, provided they are prescribed by a Physician and previously co-funded by the National Health Service.**
4. **Expenses for vitamins and mineral salts shall be reimbursed upon submission of the medical prescription, together with a medical report issued less than twelve months ago which, on the basis of a proven pathology, justifies their use.**
5. **Compounded pharmaceutical products and dermocosmetic products are not covered under this Special Condition.**

#### ARTICLE 6 - Childbirth Coverage

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1. This Special Condition, **included in the Hospitalisation coverage**, guarantees, under the terms and up to the limit(s) set in the Particular Conditions of the Contract, **the payment of expenses indicated below related to childbirth (natural or caesarean) or termination of pregnancy:**
  - a) **Medical and nursing fees related to the care provided;**
  - b) **Operating theatre, instruments, and materials used;**
  - c) **Auxiliary diagnostic exams;**
  - d) **Medications administered to the Insured Person during the hospital stay;**
  - e) **Daily hospital stay of the mother;**
  - f) **Daily hospital stay of the newborn,**
  - g) **Expenses related to neonatal intensive care;**
  - h) **Ground ambulance transport to a Hospital or Clinic in Portugal.**
2. **The scope of cover under this Special Condition ceases at the time of the mother's definitive medical discharge, and any complications or adverse events occurring after discharge and arising from the Childbirth are included within this cover.**
3. **Subsequent care of the newborn must be safeguarded by taking out a policy under the terms of the General Conditions of the Contract in force.**
4. In the case of home childbirth, this Special Condition guarantees, under the terms and up to the limit(s) set in the Particular Conditions of the Contract, the payment of medical and nursing fees related to the assistance provided.
5. **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 Particular Conditions of the Contract and the number of "K" stipulated for each Medical Act in the Nomenclature and Relative Value Code of Medical Acts or equivalent.**
6. **Expenses for companions or any other personal expenses are not covered.**
7. **Only childbirth and voluntary termination of pregnancy, whose medically certified gestation start date is after the inclusion of the Insured Person in the Contract, are considered under this Special Condition.**

#### ARTICLE 7 - Hospitalisation Daily Allowance Coverage

1. This Special Condition, when taken out and under the terms and limits set out in the Particular Conditions, **guarantees payment of a daily allowance, up to a maximum of 30 (thirty) days per Claim, in the event of admission of the Insured Person to a Hospital or Clinic in Portugal, where this occurs during the term of the Contract.**
2. Payment of the allowance referred to in paragraph 1 of this article is made under the Indemnity

Benefits regime.

3. **Payment of the daily allowance** referred to in paragraph 1 of this article **is made after MGEN has been sent the medical discharge report stating the reason for the admission, as well as its start and end date.**
4. **In cases where the Particular Conditions provide for the application of a deductible, it is applied per incident.**

#### ARTICLE 8 - Wellness Network Access Coverage

1. This Special Condition, when taken out and under the terms set out in the Particular Conditions of the Contract, **guarantees access to the Wellbeing Network under the conditions established and previously agreed with the providers in the Agreed Network included therein, which cover:**
  - a) **Alternative Medicines (Acupuncture, Homeopathy, Osteopathy, Chiropractic, Naturopathy, Shiatsu);**
  - b) **Thermal baths;**
  - c) **Gyms and Health Clubs;**
  - d) **Spas;**
  - e) **Nutrition consultations;**
  - f) **Drugstores;**
  - g) **Podiatry;**
  - h) **Childbirth preparation;**
  - i) **Psychology;**
  - j) **Thalassotherapy;**
  - k) **Speech Therapy;**
  - l) **Oral hygiene;**
  - m) **Opticians;**
  - n) **Other services included in the network.**
5. It is the Insured Person's responsibility to choose the provider of the Wellness network and to pay the fees agreed with them.
6. **No Waiting Period applies to this Special Condition.**

#### ARTICLE 9 - HNA Spain Network Access Coverage

1. This Special Condition, when taken out and under the terms set out in the Particular Conditions of the Contract, **guarantees the healthcare expenses listed below incurred in Spain:**
  - a) **Hospitalisation expenses, when caused by a Manifested Disease or Accident occurring**

during the term of the Contract;

- b) Outpatient care costs;
- c) Expenses for medicines.

7. Without prejudice to the above, the territorial extension provided for under this Special Condition:

- a) Does not apply to Hospitalisation expenses caused by Childbirth;
- b) Will not take effect concerning healthcare expenses covered under the Hospitalisation Special Condition, when, according to the Insured Person's health condition, the treatments to be carried out abroad have a merely palliative purpose.

2. This Special Condition operates under the following terms:

- a) Expenses incurred under the Hospitalisation and Outpatient Assistance Special Conditions will only be paid by MGEN when provided under the agreed regime with the providers covered by the HNA Network.
- b) Medication expenses will only be reimbursed by MGEN if prescribed by doctors belonging to the Agreed Network within the scope of consultations or medical acts carried out under the Hospitalisation and Outpatient Assistance Special Conditions.
- c) When, due to the nature of the expense and/or Medical Act to be performed abroad, Pre-authorisation by the HNA Network or MGEN is required, the healthcare expenses referred to in paragraph 1 of this article will only be covered if Pre-authorisation has been requested by the Insured Person and previously accepted by the HNA Network or MGEN. For the purposes mentioned in the previous paragraph, the payment of expenses covered under this Special Condition will always be subject to Pre-authorisation by MGEN in the following cases:

- i. Any healthcare expenses covered under the Hospitalisation Special Condition;
- ii. Surgeries performed on an outpatient basis;
- iii. Treatments in hospital on an outpatient basis;
- iv. Fluorescein Angiography and Retinography;
- v. MRI / CT / PET;
- vi. Cardiological diagnosis;
- vii. Echocardiogram, Holter, Ergometry and Doppler;
- viii. Clinical analysis (specifically karyotypes);
- ix. Special Anatomopathological Studies;
- x. Removal of Moles, Cysts, and Nevi in consultation;
- xi. Physiotherapy;
- xii. Vascular Radiology;

- xiii. **Radiotherapy;**
- xiv. **Chemotherapy and Cobalt Therapy;**
- xv. **All neurophysiology techniques;**
- xvi. **Radioactive isotopes.**

#### ARTICLE 10 - Periodic Check-up Cover

This Special Condition **guarantees**, when contracted and under the terms set out in the Particular Conditions of the Contract, the performance by the Insured Person, of a Check-up every 2 (two) years, consisting of:

- a) **Medical consultation with report;**
- b) **Complete Blood Count (erythrogram + leukocytes + leukocyte formula);**
- c) **Erythrocyte Sedimentation Rate = ESR;**
- d) **Urine II (urine summary analysis);**
- e) **Glucose;**
- f) **Creatinine Urine;**
- g) **Serum Creatinine;**
- h) **Uric acid;**
- i) **Total Cholesterol;**
- j) **HDL cholesterol;**
- k) **LDL cholesterol (calculated);**
- l) **Triglycerides;**
- m) **AST;**
- n) **ALT;**
- o) **Albumin (Screening for...);**
- p) **Occult Blood (Screening for...);**
- q) **Simple 12-lead Electrocardiogram with interpretation and report;**
- r) **Chest X-ray of the lungs and heart (single view);**
- s) **Mammography – 4 Views, 2 on each side (For Insured Person over 35 (thirty-five) years old);**
- t) **Prostate-Specific Antigen = PSA (RIA/EIA) (For Insured Person over 35 (thirty-five) years old).**

### ARTICLE 11 - International Second Medical Opinion Coverage

1. This Special Condition **guarantees** when contracted and under the terms set out in the Particular Conditions of the Contract, **that an International Second Medical Opinion service will be made available to the Insured Person, allowing them to obtain a second opinion regarding the diagnosis of their condition and/or appropriate medical treatments** from International Specialist Physicians, within the Agreed Network.
2. This Special Condition **guarantees** access to:
  - a) **Personalised clinical support in Portugal for arranging the International Second Medical Opinion case involving the Insured Person;**
  - b) **Support from the Coordinating Physician (*Case Manager*) before and after the International Second Medical Opinion Report is sent;**
  - c) **Compilation of all the necessary clinical information;**
  - d) **Analysis of the Insured Person's case by an internationally renowned specialist and issuance of a second opinion on the diagnosis and/or appropriate medical treatments;**
  - e) **Sending of the International Second Medical Opinion Report to the Insured Person;**
  - f) **A detailed report in Portuguese on the Insured Person's clinical case, which will include:**
    - i. Case summary;
    - ii. Reason for the International Second Medical Opinion;
    - iii. Process of selecting the international specialist;
    - iv. Second opinion from the international specialist;
3. **To make use of this Special Condition, the Insured Person should contact the Member Helpline on 211 155 860 (national landline) or access the website [www.mgen.pt/ajuda](http://www.mgen.pt/ajuda).**
4. For correct use of this service, **the Insured Person must provide all the clinical documentation they have and that is requested by MGEN's clinical services. The quality of the International Second Medical Opinion issued depends on the scope and accuracy of the data provided by the Insured Person.**
5. **The following are excluded from the scope of this Special Condition:**
  - a) **Any requests for an International Second Medical Opinion that MGEN considers do not fall within the scope of an International Second Medical Opinion Service, as as referred to in paragraph 1 of this article;**
  - b) **Any medical expenses for fees, medication, and/or hospitalisation;**
  - c) **Transportation and/or accommodation expenses in Portugal or abroad.**
6. **The International Second Medical Opinion should be considered as supplementary to the opinion**

of the Insured Person's attending physician. Therefore, 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 an International Second Medical Opinion, and any losses or damages arising, directly or indirectly, from the opinions of consulted physicians and/or professionals are excluded.

7. **No Waiting Period applies to this Special Condition.**

#### ARTICLE 12 - Dental Network Access Coverage

1. This Special Condition **guarantees**, when contracted and under the terms set out in the Particular Conditions of the Contract, **access to a Dental Prevention Network consisting of dental healthcare providers, called Dentinet,, under the conditions established and pre-agreed with the Provider Network.**
2. The medical acts guaranteed in the Dental Prevention Network are as follows:
  - a) **First dental appointment;**
  - b) **Dental consultation;**
  - c) **Consultation for the presentation and discussion of a therapeutic programme;**
  - d) **Reassessment consultation;**
  - e) **Emergency appointment;**
  - f) **Crack sealing;**
  - g) **Topical application of fluorides;**
  - h) **Prophylaxis in adults;**
  - i) **Prophylaxis in children;**
  - j) **Oral hygiene instruction and motivation for adults;**
  - k) **Oral hygiene instruction and motivation for children;**
  - l) **Nutritional counseling to control diseases of the oral cavity;**
  - m) **Anti-smoking counseling for oral health control and prevention;**
  - n) **Suture removal;**
  - o) **Bimaxillary scaling (includes tooth polishing);**
  - p) **Jaw scaling (includes tooth polishing);**
  - q) **Mandibular scaling (includes tooth polishing);**
  - r) **Performing and interpreting periapical radiography;**
  - s) **Performing periapical radiography;**
  - t) **Performing and interpreting panoramic radiographs;**
  - u) **Preforming panoramic radiography;**
  - v) **Medical certificate.**

3. **The healthcare services covered by this Special Condition are exclusively guaranteed under the Agreed Services regime within the scope of the Agreed Network.**
4. **Unless otherwise stated and without prejudice to the exclusions set out in the General Conditions of the Contract, the following expenses are excluded from this Special Condition:**
  - a) **Use of precious materials;**
  - b) **Medical acts not included in the Special Condition for Access to the Dental Medicine Network.**
5. **No Waiting Period applies to this Special Condition.**

#### ARTICLE 13 - Online and Home Medical Coverage

1. This Special Condition **guarantees**, when contracted and under the terms set out in the Particular Conditions of the Contract, **that 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 Medical services, 24 (twenty-four) hours a day, every day of the year.**

This Special Condition is **guaranteed under the Agreed Services regime (network), in accordance with the limits set out in the Particular Conditions of the Contract, provided that the services are requested by the Insured Person from MGEN through the telephone number 211 155 860, and may involve the services indicated below.**

- a) **Medical consultation by phone, which guarantees the Insured Person consultations over the phone with a physician specialising in General and Family Medicine.**
- b) **Medical Consultation by Videoconference, which allows the Insured Person to have consultations by videoconference with a Doctor or Healthcare Professional specialised in the relevant area of practice (before the consultation starts, the Insured Person will receive an email with a hyperlink to establish video contact with the Doctor/Healthcare Professional);**
- c) **Home medical consultation, which guarantees the organisation of transport for the Insured Person by ambulance if, during the home consultation, the physician considers it an urgent situation, in which case the cost of transport will be borne by the Insured Person.**
- d) **Medication delivery, which guarantees the delivery of medication to the address where the Insured Person is located.**

**This service is available in Mainland Portugal, until 11 p.m. on the same day or the following day, except on Sundays.**

Medication expenses will be reimbursed by MGEN under the reimbursement regime,

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provided that the Medication Special Condition has been contracted and is included in the Particular Conditions of the Contract.

2. The guarantees set out in subparagraphs a) to c) of paragraph 1 of this article are limited to one use per day.
3. **This Special Condition is not intended for urgent or emergency situations.**  
The medical team responsible is available to advise the Insured Person on minor or moderate health problems and may, if necessary, prescribe medication and answer questions about medications and/or exams. However, in case of emergency, the Insured Person should always contact the INEM service via telephone 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 considers that they do not have enough information to issue a substantiated opinion, they may refer the Insured Person to the medical service they deem most appropriate.
6. **Under this Special Condition, MGEN is not liable for the diagnoses made by physicians.**
7. **Cover for Online and At-Home Medicine is subject to the Waiting Period, contributions, reimbursements, sum insured, deductibles and co-payments set out in the General Conditions and the Particular Conditions of the Contract.**

#### ARTICLE 14 - Cover for Access to the International Medical Network for Critical Illness

1. **For the purposes of this Special Condition, the following definitions apply:**
  - a) **Territorial Scope:** healthcare provided outside Mainland Portugal and the Autonomous Regions of the Azores and Madeira;
  - b) **Personal Medical Advisor:** Healthcare professional appointed by MGEN as responsible for managing the service, who will assist the Insured Person, after the guarantee is triggered, in selecting the best and most suitable international centre to which they may turn in order to undergo the appropriate treatment for the pathology from which they suffer;
  - c) **International Centres:** medical treatment centres located outside Portugal and selected by the MGEN team appointed to manage the cover on the basis of its international network of specialists; the centres outside Portugal that offer the best treatment alternatives for the Insured Person, after the diagnosis of the condition from which the Insured Person suffers.

The Insured Person, or their family, if they are unable to receive it, and with their authorisation, will receive a report with a proposal of the centres selected as the best



international alternatives for the treatment of the condition from which they suffer.

- d) **Serious Diseases, not resulting from an Accident, covered by this condition:**
- i. **Treatment of malignant disease, except at TIS stage (cancer in situ);**
  - ii. **Neurosurgery, considered for the purposes of this Special Condition as any surgical intervention to the skull or intracranial structure;**
  - iii. **Coronary artery bypass surgery (myocardial revascularisation), surgical treatment involving open-heart surgery and the use of bypass to correct stenosis of at least two coronary arteries;**
  - iv. **Heart valve surgery;**
  - v. **Organ transplants, including bone marrow transplants resulting from the irreversible loss of their function.**
2. This Special Condition, when taken out and under the terms set out in the Particular Conditions of the Contract, **guarantees payment of Indemnity Benefits for healthcare provided outside mainland Portugal and the Autonomous Regions of the Azores and Madeira as a consequence of Critical Illness, manifested after this cover is taken out, as defined in subparagraph d) of paragraph 1 of this article.**
3. **The application of the guarantees provided for in this Special Condition is subject to its activation by the Insured Person and the subsequent selection of international centres by MGEN or a provider designated by MGEN for this purpose, to confirm the diagnosis and appropriate treatment. In all circumstances, the Insured Person must authorise the doctors and hospitals they have visited to provide MGEN's clinical services with clinical reports and any other elements deemed necessary to document the process and confirm the pathology requiring treatment within the scope of this Special Condition.**
4. **Failure by the Insured Person to comply with the obligations set out in the previous paragraph will be considered a waiver of the right to activate the guarantees covered by this Special Condition.**
5. **When the cover provided for in this Special Condition is taken out, the Contract guarantees the expenses incurred by the Insured Person for diagnoses, treatments, clinical services, supplies or medical prescriptions considered clinically necessary, whenever they result from or are a consequence of any of the critical illnesses or clinical situations indicated in subparagraph d) of paragraph 1 of this article, and where the first symptoms occurred during the period in which the guarantee is in force and the Waiting Period has already elapsed.**
6. **The Agreed Services provided for in this Special Condition are valid only at treatment centres located outside the national territory, as recommended by MGEN or a provider expressly**

designated by it for this purpose.

7. The application of this Special Condition does not exclude the application of the provisions of the General and Particular Conditions of the Contract, including but not limited to the provisions of Articles 4 and 5 of the General Conditions of the Insurance Contract.
8. With regard to the serious diseases or clinical situations covered by this Special Condition, MGEN guarantees the payment of the expenses listed below, according to the limits set out in the Particular Conditions of the Contract:
  - a) The following hospitalisation expenses:
    - i. Hospitalisation expenses for 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 this service.
  - b) Expenses incurred in outpatient surgery centres, provided that the treatment, surgery, or prescription is covered under this Special Condition;
  - c) Medical fees for consultations or treatments;
  - d) Fees for medical consultations performed for the Insured Person while they are hospitalised;
  - e) Expenses incurred for the following services, treatments, or medical and surgical prescriptions:
    - i. Anaesthesia and its administration, whenever performed by an anaesthesiologist;
    - ii. Clinical pathology, anatomical pathology, imaging, and electromedical examinations, as well as radiotherapy and chemotherapy treatments required for the diagnosis and treatment of a pathology covered by this Special Condition, provided they have been prescribed and supervised by a Physician;
    - iii. Blood product transfusions;
    - iv. Administration of medical gases and injectable therapies.
  - f) Expenses for pharmaceutical products or medicines used under medical prescription while the Insured Person is hospitalised or after discharge, in the latter case, for a maximum period of 30 (thirty) days, provided that the products are prescribed in the context of postoperative procedures;
  - g) Expenses for ground and air ambulance transportation when its use is indicated and prescribed by a Physician and pre-approved by MGEN;
  - h) Expenses for round-trip travel on a regular flight (economy class) for the Insured Person

and an accompanying person;

- i) Accommodation expenses of the Insured Person and one companion, in a single room in a hotel unit or equivalent.
9. Without prejudice to the exclusions provided for in the General Conditions of Contract, this Special Condition does not guarantee the payment of expenses incurred or motivated by any diagnosis, treatment, service, provision or medical prescription, in any way related to or resulting from:
- a) Any Serious Disease or other clinical situation not provided for in paragraph 1, line d) of this Special Condition;
  - b) Any expenses incurred outside the framework of internationally approved treatment centres by MGEN;
  - c) Any type of prosthesis or orthosis, even if its use is considered necessary during chemotherapy, except for a breast prosthesis following mastectomy;
  - d) Expenses for the purchase or rental of wheelchairs, special beds, air conditioners, air purifiers, and any other similar articles or equipment;
  - e) Any non-medical expenses incurred by the Insured Person or their companions, except those expressly covered by this Special Condition;
  - f) Any organ or tissue transplants in cases where:
    - i. The Insured Person is the donor;
    - ii. The need for a transplant results from alcoholic cirrhosis;
    - iii. The transplant is an autotransplant, except for bone marrow transplants;
    - iv. There is no compatible donor available.
  - g) Any expense incurred on a date prior to MGEN's approval of the selection of the treatment centre where the Insured Person must undergo the appropriate treatment for the pathology from which they suffer;
  - h) Any expenses incurred at a treatment centre not authorised or not included in the selection of treatment centres approved by MGEN;
  - i) Any expenses incurred directly related to the diagnosis, treatment, service, or medical prescription of any nature performed in Portuguese territory;
  - j) Any expenses incurred without complying with the procedures defined 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 resides outside Portugal for more than 90 (ninety) days in a period of 12 (twelve) months.

10. If the Insured Person has been diagnosed with a Serious Disease likely to trigger the guarantees of this Special Condition, the Insured Person or anyone acting on their behalf must, before starting any treatment, service, or medical prescription intended to be claimed under this Special Condition, comply with the following procedure:
  - a) **Incident Notification:** The Insured Person, or anyone acting on their behalf, must contact the MGEN Line on 211 155 860 as soon as possible to give notification of the possible Incident and request the international centre selection service.  
  
The person indicated in the previous paragraph is informed by MGEN of the steps required to analyse the clinical case, which will include, in any situation, authorisation from the Insured Person allowing MGEN or the provider designated for this purpose to request medical information and diagnostic tests relevant for confirming the Serious Disease or clinical situation covered by this Special Condition.
  - b) **Incident Evaluation:** After completing the international centre selection service, a specialist report is provided to the Insured Person, and MGEN will confirm whether it is a Serious Disease covered by this Special Condition. If so, and if the Insured Person decides to undergo treatment outside Portugal, they must inform MGEN or the designated provider of this decision.
  - c) **International Hospital selection:** MGEN or the designated provider will provide the Insured Person with a list of recommended treatment centres outside Portugal.
  - d) **Selection and Confirmation of the Medical Centre:** After written confirmation through the means indicated by MGEN of the Insured Person's decision to undergo treatment at an international medical centre and the choice of medical centre (if several options are provided), MGEN or the designated provider will organise all arrangements for the proper admission of the Insured Person to the selected medical centre, to ensure the Insured Person's access to the medical centre and to the treatment, medical services, and prescription medications covered by the guarantees and limits of this Special Condition.
  - e) **Treatment and Payment:** After validation and confirmation of the acceptance of the Incident by MGEN and after the provider designated by MGEN for managing the Incident has coordinated treatment, hospital services, and prescription medication at the selected international medical centre, MGEN assumes 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 family members or legal representatives, must allow visits by physicians from the provider responsible for managing the service or from MGEN, as well as

any investigation deemed necessary by the provider or MGEN.

12. **Failure to comply with the obligations referred to in the previous paragraph will be considered an express waiver of the right to activate the guarantees covered by this Special Condition.**
13. **In more complex clinical situations, as determined by the evaluation carried out by MGEN and the provider responsible for managing the coverage, a Physician may be appointed to accompany the Insured Person during 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 Diseases is subject to the Waiting Period, co-payments, reimbursements, insured capital, deductibles, and co-payments provided for in the General Conditions and the Particular Conditions of the Contract.**

#### ARTICLE 15 - Coverage of Mental Health Prevention and Promotion of Quality of Life at Work

1. This Special Condition guarantees the Insured Person covered by a Closed Group insurance contract free access to a platform called Caring by Eutelmed, which aims to provide digital tools to promote mental well-being and work-life balance, allowing access to the following services:
  - a) Self-Assessment, guaranteeing access to questionnaires measuring levels of stress, anxiety, depression, dependency, and sleep quality, allowing for an evaluation of the personal level of well-being and the need for support in various key aspects of life;
  - b) Awareness-raising, guaranteeing access to a platform with content on key topics related to the prevention of psychosocial risks and the management of quality of life at work, including articles, webinars, and videos created by specialists;
  - c) E-Learning, guaranteeing access to a set of learning modules designed to improve skills and practices in the area of psychosocial prevention and help take control of one's own well-being;
  - d) Listening Centre, guaranteeing direct access, 24 hours a day, 7 days a week, to an experienced psychologist who will provide psycho-emotional support and psychological counselling.
2. The services referred to in the previous paragraph do not constitute formal evaluation, counselling, or medical care, and any situation requiring medical intervention is not covered by these services, which cannot, under any circumstances, be considered or constitute a substitute for individual medical treatment or institutional medical services.
3. To access this service, the covered Insured Person must use an activation code sent to them via the email address registered in the Contract.
4. The code mentioned in the previous paragraph will allow the Insured Person to access the

- website <https://caring.eutelmed.com> and thereby benefit from all the services indicated in paragraph 1 of this article, in complete confidentiality and anonymity, except in situations where the Insured Person acknowledges not being well and which may compromise their own physical or mental integrity or that of third parties, in which case the professional providing the service will activate emergency medical services (service 112), whenever identification and location are possible.
5. If, in relation to the service covered by line d) of paragraph 1 of this article, at the end of the call, the Psychologist identifies the need for further structured follow-up, they must inform the Insured Person, advising them to consult the contractual conditions of the Contract from which they benefit in order to understand the Contribution options available for psychological and psychotherapeutic follow-up.
  6. The controller of the data transmitted via the Eutelmed platform is the entity providing the services referred to in this article (Eutelmed SAS (SIREN 52845366500036)).

#### ARTICLE 16 - MindCare Coverage

1. This Special Condition guarantees the Insured Person, when contracted and under the terms and up to the limit(s) set out in the Particular Conditions of the Contract, access to mental healthcare, including Psychiatry and/or Psychology video consultations, conducted by a Psychiatrist and a Psychologist registered with the Council of Psychologists, respectively.
2. Under this Special Condition, video consultations are covered, **which must be requested by the Insured Person from MGEN via telephone number 211 155 860**, for general psychiatry and psychology for adults, adolescents and children, as well as cognitive-behavioural-based psychotherapeutic interventions; other psychotherapeutic tools may also be used where the professional who determines their use considers them appropriate to each clinical situation.  
  
This Special Condition guarantees 1 (one) psychological assessment video consultation for minors under 16 (sixteen) years of age. However, further follow-up for such minors is subject to the assessment of the attending Psychologist, to ensure the protection of the Insured Person and adherence to best clinical practice standards.
3. This Special Condition is guaranteed under the Agreed Services regime (network), in accordance with the limits set out in the Particular Conditions of the Contract, provided that the services are requested by the Insured Person from MGEN or an entity appointed by MGEN for this purpose, always by prior appointment and in accordance with the availability of the services.
4. This Special Condition is not intended for urgent or emergency situations.
5. Couples therapy is not considered within the scope of this Special Condition.

6. Within the scope of this Special Condition, MGEN is not responsible for the diagnoses made by psychiatrists and/or psychologists involved in providing the care referred to herein.
7. **The application of this Special Condition does not exclude the application of the provisions in the General and Particular Conditions of the Contract, including but not limited to the provisions of Articles 4 and 5 of the General Conditions of the Insurance Contract, with the waiting periods being counted from the date of contracting this coverage.**
8. This Special Condition is subject to the waiting periods, contributions, insured capital, deductibles, and co-payments provided for in the General Conditions and the Particular Conditions of the Contract.

#### ARTICLE 17 - Top-Up Cover for Critical Illness in Portugal

1. This Special Condition guarantees the Insured Person, when taken out and under the terms and up to the limit(s) set out in the Particular Conditions of the Contract, a top-up of the Sum Insured taken out under the Hospitalisation and Outpatient covers, as applicable, in the event of Critical Illness manifested during the term of the Contract and after this specific cover is taken out.
2. This Special Condition guarantees payment of the expenses inherent to Clinically Necessary Services, under the terms set out for the Hospitalisation and Outpatient covers in Articles 1 and 2 of these Special Conditions.
3. For the purposes of this Special Condition, the following definitions apply:
  - a) **Territorial Scope: healthcare provided in mainland Portugal and the Autonomous Regions of the Azores and Madeira;**
  - b) **Critical Illnesses not resulting from an Accident, as defined in subparagraph z) of Article 1 of the General Conditions of the Contract.**
4. When taken out, this Special Condition guarantees, under the terms set out in the Particular Conditions of the Contract, payment of Agreed Benefits within the Network of Healthcare Providers in mainland Portugal and the Autonomous Regions of the Azores and Madeira as a consequence of Critical Illness, as defined in subparagraph b) of paragraph 3 of this Special Condition.
5. The application of this Special Condition does not exclude the application of the provisions of the General and Particular Conditions of the Contract, including but not limited to the provisions of Articles 4 and 5 of the General Conditions.
6. Where this cover is taken out after the Contract is entered into, it shall only take effect on the next renewal date and, in that case, the Waiting Period is 90 (ninety) days from the date it comes into force.

7. This Special Condition is subject to the contributions, sums insured, deductibles and co-payments set out in the General Conditions and the Particular Conditions of the Contract.

### ARTICLE 18 - Cover for Cryopreservation of Stem Cells

1. This Special Condition, when taken out and under the terms and up to the limit(s) set out in the Particular Conditions of the Contract, guarantees the Insured Person access to the cryopreservation service for stem cells from the blood and tissue of a newborn's umbilical cord (hereinafter, for the purposes of this cover, the "beneficiary"), guaranteeing the following expenses:
  - a) Service activation cost, which includes the cost of sending the collection kit and transport of the kit with the samples to the laboratory of the provider STEMLAB, S.A. (CRIOESTAMINAL);
  - b) Processing, analysis and cryopreservation of umbilical cord blood and umbilical cord tissue;
  - c) Storage of the collected cells for a period of 25 years from the start date of storage and payment of the amount of the respective annual fee;
2. The following are cumulative conditions for activation of this Special Condition:
  - a) That the parents are Insured Persons with MGEN on the beneficiary's date of birth;
  - b) That the parents' policies include cover for childbirth and that the eligibility criterion is met, under the terms and for the purposes of paragraph 7 of Article 6 of the Special Conditions;
  - c) That the beneficiary is included in an MGEN policy within 60 (sixty) days of their birth.
3. This Special Condition is provided under the Agreed Benefits (network) regime, exclusively made available through the provider STEMLAB, S.A. (CRIOESTAMINAL), and provided that the services are requested by the Insured Person from MGEN via telephone number 211 155 860.
4. This cover only comes into force after the execution of a contract for the provision of the service for cryopreservation of umbilical cord blood and tissue and storage between the beneficiary and the provider STEMLAB, S.A. (CRIOESTAMINAL), which will govern the conditions of that service provision.
5. This cover automatically terminates on the date on which the Beneficiary ceases to be an Insured Person with MGEN. However, the Beneficiary may maintain this service on a private basis, at their own expense, under the terms and conditions to be agreed directly with the Provider.
6. Without prejudice to the Eligibility Conditions set out in the previous paragraph 2, this Special Condition is not subject to any waiting period, co-payment or deductible, except where the Particular Conditions of the Contract so provide.