

## **Disclaimer**

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## **Special Conditions**

### **Complementary Coverage for Total and Permanent Disability 55%**

#### **Article 1. General Provisions**

- a) This coverage is complementary to the principal coverage of the Individual Life Insurance together with which it is issued.
- b) This coverage is governed by the General, Special, and Particular Conditions of the Policy and, complementarily, by these Special Conditions.

#### **Article 2. Definitions**

For the purpose of this complementary coverage, the following definitions shall apply:

**Total and Permanent Disability:** Situation in which, as a result of illness or accident, the Insured Person is totally and definitively incapable of exercising his/her profession or any other profitable activity compatible with his/her abilities, knowledge, and aptitudes.

#### **Article 3. Guarantees**

- a) Through this complementary coverage, the Insurer guarantees the payment, in advance, of the capital insured in case of Death as stated in the Specific Conditions, if the Insured Person becomes Totally and Permanent Disabled due to Illness or Accident, as defined in the previous Article.

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- b) This coverage, when complementary to the Life Heritage Product (Patrimonial Vida), also guarantees the release from payment of outstanding premiums.
- c) The simultaneous verification of the following requirements are the necessary and sufficient condition for recognition of Total and Permanent Disability:
  - being clinically verified, based on objective elements, by a doctor authorized by the Insurer, with no possible improvement in the Insured Person's state of health being expected;
  - corresponding to a degree of disability equal or superior to 55%, according to the National Table of Disabilities due to Work Accidents and Professional Illnesses (Tabela Nacional de Incapacidades por Acidentes de Trabalho e Doenças Profissionais), without the application of the bonus coefficient, as it is in effect on the date of the evaluation by the Insurer;
  - being predicated by absolute disability (complete physical impossibility, medically proven, to exercise their main profession or occupation) and lasting for more than 180 (one hundred and eighty) consecutive days, this period being extended to two years in cases of mental illness or psychological disorders.
- d) When establishing the degree of invalidity arising from an Accident, the disabilities that the Insured Person already suffered shall be taken into consideration, corresponding to the difference between the existing and the new disability.

#### **Article 4. Risks covered and excluded**

- a) The Insurer guarantees coverage for Total and Permanent Disability due to Sickness or Accident, except in the case of risks excluded under the terms of Article 3 of the General Conditions, or when resulting, directly or indirectly, from:
  - Suicide attempt, or any intentional acts on the part of the Insured Person, including reckless acts, bets, and dares, which cause Total and Permanent Disability.
  - Worsening of a partial disability already in existence at the time of the initiation of the contract.
- b) Without prejudice to the provisions in the previous paragraph, the Insurer guarantees the coverage for Total and Permanent Disability, due to Illness or Accident, when this results directly or indirectly from an event occurring in the Countries of Risk, with the following limitations:
  - In derogation from the provisions in Article 2, the term Total and Permanent Disability is understood as a situation whereby, as a consequence of Illness or Accident, the Insured Person becomes totally and definitively incapable of exercising any paid profession.

- Countries of Risk shall be those places expressly defined in the Particular Conditions or in a further Addendum.
- c) In the cases covered in the previous number, there will be no application of the provisions of sub-paragraphs b) and c) of paragraph 3 of Article 3 above, the verification by the Insurer of the consolidation of the state of disability being necessary and sufficient for the recognition of Total and Permanent Disability. For this purpose, the Insurer, or its authorized doctor, may solicit clarifications and supporting documents directly from the Insured Person or from the Insured Person's doctor; the Insured Person is obligated to realize the exams deemed necessary by the Insurer's authorized doctor for the purpose of proving the state of disability, and the Insured Person is also required to authorize their own doctor to deliver to the Insurer all the information that is necessary for this purpose, with the possibility that the Insurer's authorized doctor may observe the Insured Person in any case or at any time for the purpose of evaluating their state of health.

#### **Article 5. Duration**

- a) The commencement of this complementary coverage coincides with that of the principal coverage, unless otherwise set out in the Particular Conditions or in a further Addendum.
- b) The validity period of this complementary coverage will accompany that of the main coverage, if not otherwise stipulated in the Specific Conditions or in a further Addendum, but it may not exceed the end of the annuity in which the Insured Person reaches 67 (sixty-seven) years of age for the Whole Life Decreasing Capital and Whole Life Fixed Capital products and 65 (sixty-five) years of age for the remaining products.
- c) The present complementary coverage shall also cease in the event of Reduction, Redemption, or Termination of the Policy.

#### **Article 6. Premiums**

The premium of this complementary coverage is that stipulated in the Particular Conditions. However, if the modality of the chosen insurance is that of Whole Life Fixed Capital, the premium is recalculated at each renewal, according to the age of the Insured Person.

#### **Article 7. Claims procedure**

- a) Upon the occurrence and clinical proof of Total and Permanent Disability, it is the responsibility of the Insured Person or their legal representative to present the claim request to the Insurer, accompanied by the medical report – wherein the beginning, the development, and the cause and nature of the disability, as well as the clinical conclusion, are described in detail – and by the other clinical elements that confirm the situation.

- b) In the event of an Accident, the report referred to in the previous paragraph must detail the conditions in which the Accident occurred and the causal link between that and the disability, describing the anatomical loss or the organic weakening that makes it possible to determine the corresponding coefficient of devaluation, including the Incident Report as well as the results of the toxicology and blood alcohol level tests, if applicable.
- c) In addition to the documents mentioned in the previous paragraphs, it is the responsibility of the Insured Person or their legal representative to also present the following to the Insurer:
- Document describing the professional activity being exercised before being affected by the disability;
  - Supporting document recognizing the disability issued by Social Security (Segurança Social), by the General Pension Fund (Caixa Geral de Aposentações), or by any other regime filling these functions that is applicable to the Insured Person.
- d) The Insured Person is required to undertake the exams deemed necessary for the proof of Total and Permanent Disability by the Insurer's designated doctor, realizing them at the place and within the time period indicated by the Insurer; the Insured Person is also required to authorize their own doctor, or any other doctor who has examined them, to deliver to the Insurer all information necessary for this end. The non-compliance with these obligations on the part of the Insured Person within the deadline established by the Insurer may prevent the payment of the capital insured under the coverage of this policy.
- e) If there is disagreement between the Insured Person – or their legal representative – and the Insurer concerning the cause, the nature, or the degree of disability, each of the parties shall designate a medical expert to confer together and come to a decision about the situation within a period of 30 (thirty) days. This decision shall prevail over any opinions or decisions from Social Security (Segurança Social), the General Pension Fund (Caixa Geral de Aposentações), or any other regime filling these functions that is applicable to the specific case.
- f) If the 30 (thirty) day period mentioned in the previous paragraph elapses without the experts reaching agreement regarding the cause, nature, or degree of disability, one expert shall be nominated by both parties who shall decide the issue. This decision shall prevail over any opinions or decisions from Social Security (Segurança Social), the General Pension Fund (Caixa Geral de Aposentações), or any other regime filling these functions that is applicable to the specific case. The related fees to be paid to the expert shall be borne by the Insurer.

**Article 8. Payment of the insured amounts**

The insured capital shall be paid to the Insured Person or to the designated Beneficiary, upon the affirmation on the part of the Insurer of the state of Total and Permanent Disability, with all guarantees of the policy being terminated, except when the contract is that of Life Heritage (Patrimonial Vida).