

SUPERINTENDENCE OF PRIVATE INSURANCE

SUSEP CIRCULAR 440, JUNE 27, 2012

Establishes mandatory parameters for microinsurance plans, defines forms of contracts, including the use of remote means, and determines other provisions.

THE DELEGATE SUPERINTENDENT OF THE SUPERINTENDENCE OF PRIVATE INSURANCE (SUPERINTENDÊNCIA DE SEGUROS PRIVADOS - SUSEP), as set forth in Article 36, Item "b", of Decree-Law 73, dated November 21, 1966, in Item 2, of CNSP Resolution 16, dated May 25, 1979 and in CNSP Resolution 244, dated December 06, 2011, considering the contents of SUSEP Procedure 15414.002278/2012-79,

D E C I D E S:

Art. 1. To establish mandatory parameters for microinsurance plans, define forms of contracts, including the use of remote means, and determine other provisions.

CHAPTER I MANDATORY PARAMETERS

Art. 2. The general conditions and regulations for microinsurance plans should contain the following information, in compliance with the provisions herein;

I – the name of the plan

II – the objective of the plan

III - the target public(s) within the low-income social strata or individual micro-entrepreneurs group(s) to whom the plans are intended to;

IV - the coverage(s) offered in the plans;

V - the excluded risks and/or properties regarding each coverage type offered by each plan;

VI – the deductibles or waiting periods applicable to each coverage type, if they were defined in the plan;

VII - the form of contract, whether by means of ticket, policy, or individual certificate, not being allowed more than one simultaneous form of contract for a single microinsurance plan;

VIII – the criteria for the term inception and termination and, if applicable, for the renewal of the plan;

IX - the form(s) for payment of premiums or contributions, single premium, or periodical instalments being forbidden the splitting in case of a single premium or contribution;

X - the applicable waiting or suspension periods, if established in the policy;

XI - the means to be used by the insured or participant for the payment of premium(s) or contribution(s);

XII – the documents required for each coverage type in the occurrence of a covered event;

XIII – the deadline for payment of compensation or benefit for each coverage type offered; and

XIV - the distribution channel(s) used for the commercialization of policies.

Sole paragraph. When microinsurance plans offer special conditions, items IV, V, VI, XII and XIII of this Article shall be explicitly informed therein.

Art. 3. The actuarial technical note of the microinsurance plans should contain at least the following items:

I - the name of the plan;

II - the object of the plan;

III – the objective definition of the target public within the low income population or individual micro-entrepreneurs group(s) to whom the plan is intended, including the corresponding technical rationale for such target public, in compliance with the insurance company's business plan and criteria set forth in Chapter II of this norm;

IV - the coverage(s) offered by the plan;

V – the amount or percentage of deductibles applicable to each coverage type, if established in the plan;

VI - the waiting period applicable to each coverage type, if established in the plan;

VII – the specifications of rates, premiums or contributions;

VIII - the statistics or parameters considered to define rates, specifying the period and source used, as well as the basis of calculation or biometric tables, as appropriate;

IX – the criteria for rates assessment, including elaboration and periods;

X – the surcharges, specifying minimum and maximum percentages applicable;

XI - the form for the constitution of technical provisions; and

XII - the signature of the accountable actuary and his/her professional identification number, as registered at the competent body.

Sole paragraph. Property coverages shall be contracted on a first absolute risk basis.

Art. 4. The plan name should contain the word "microinsurance" and be closely related to the coverage(s) offered, so as not to mislead consumers.

CHAPTER II CRITERIA FOR THE DEFINITION OF THE TARGET PUBLIC

Art. 5. The technical rationale set forth in the actuarial technical note to support the definition of the target public amongst the low-income population(s) or individual micro-entrepreneurs group(s) to whom the microinsurance plan is intended should include the following mandatory items:

I - Identification of the segmentation criteria adopted for the definition of the target public of the plan, which may include one or more of the following criteria:

a) demographic information, such as age, income, gender, family size, education, occupation, among others;

b) geographical information, such as specific regions, climate zones, distance from the sea, type of topography, among others;

c) social information, such as inclusion in social welfare programs, among others;

d) economic information, such as specific economic activities, among others;

e) behavioural information, such as those related to behaviour, lifestyle, consumption decisions, cultural practices, sportive activities, visits to establishments or other places, common use habits, among others; or

f) the combination of two or more of the criteria listed above.

II - Description of specific characteristics of the segment(s) or group(s) selected;

III - Size of the segment(s) or group(s) selected; and

IV - Definition of distribution channel(s) used to reach the target segment(s) or group(s).

Art. 6. Each segment or group selected must comply with the following characteristics:

I - Homogeneity: the segment(s) or group(s) should have a set of characteristics that are common to all individuals that integrate it(them); and

II - Measurability: the segment(s) or group(s) selected must be measurable and able to provide statistical data through surveys.

CHAPTER III COVERAGES

Section I Coverage Definitions

Art. 7. Microinsurance plans may offer the following coverages, either separately or in combination:

I - Personal Coverage:

a) death – it consists of the payment of the insured amount/benefit to the beneficiary(ies), as stated in the policy, individual certificate or ticket, in the form of a lump sum payment or in the form annuities, as defined in the general conditions/regulations or, when applicable, in the special conditions of the microinsurance plan, in regards to the death of an insured, due to natural or accidental causes, during the term of the microinsurance plan.

b) accidental death – it consists of the payment of the insured amount to the beneficiary(ies), as stated in the policy, individual certificate or ticket, in the form of a lump sum payment or in the form of annuities , as defined in the general conditions/regulations or, when applicable, in the special conditions of microinsurance plan, with regards to the death of the insured, due to a personal accident, during the term of the microinsurance plan.

c) reimbursement of funeral expenses (RF) - consists of the reimbursement of funeral expenses of the insured, limited to the face amount of the policy/individual certificate/ticket.

d) total permanent disability due to an accident (IPTA) – consists of the payment of the insured amount in the form of a lump sum payment in the form of annuities, as established in the general conditions/regulations or, when applicable, in the special conditions of the microinsurance plan with regards to the total disability or permanent functional disability of the limbs or organs as defined in the policy, individual certificate or ticket, as a result of physical injury suffered by the insured, caused by a covered personal accident;

e) medical, hospital and/or dental expenses arising from a personal accident (DMHO) - consists of the reimbursement, limited to the insured amount, of medical, hospital and/or dental expenses paid by the insured for his/her treatment, performed under medical supervision and started within 30 days from the date when the personal accident covered occurred;

f) credit life - consists of the payment of compensation to the corporate policy-holder in case of occurrence of a covered event, as defined in the general conditions/regulations or, when applicable, in the special conditions of the microinsurance plan, equivalent to the balance of the debt or the obligation assumed by the insured with the corporate policy-holder., The difference between the insured amount and the compensation effectively paid to the corporate policy-holder, whenever applied, shall be paid to the second beneficiary, indicated by the insured, to insured or to his/her legal heirs;

g) educational - consists of the payment of the insured amount of the policy, individual certificate or ticket to the student(s)-beneficiary(ies), even if those are legally represented or assisted, due to the occurrence of insured events, involving the insured(s) indicated in the policy, individual certificate or tickets as defined in the general conditions or, when applicable, under special conditions of the microinsurance plan. It aims at providing help with expenses related to education, including the monthly tuition fees, and optionally or additionally, covering other educational expenses, whilst also determining an amount to be paid at the end of High School or College studies, as support and encouragement to professional initiation.

1. By contracting educational coverage, payment of the mentioned insured amount in the form of a lump sum payment is restricted to:

- 1.1. the last academic year of the covered period;
- 1.2. the occurrence of total disability of the insured-student;
- 1.3. the granting of an amount at the end of the study period; or
- 1.4. the school expenses of the year of reference.

h) daily rates for hospitalization (IHL) – consists of a payment of compensation proportional to the hospitalization period of the insured, limited to the maximum number of daily rates defined in the general conditions or, when applicable, in the special conditions of the microinsurance plan, applying deductibles and/or the waiting period, if provided, being forbidden the stipulation of criteria for the calculation of the insured amount based on the hospital expenses incurred.

h) daily rates for temporary disability (DIT) - consists of the payment of compensation proportional to the period during which the insured remains under medical treatment, which continuously and uninterruptedly disables him/her from exercising his/her profession or occupation, up to the maximum contractual limit per event, as defined in the general conditions or, when appropriate, in the special conditions, also applying deductibles and/or the waiting period, when provided.

j) unemployment - consists of the payment of compensation, in the form of a temporary annuity, as a result of the involuntary dismissal of the insured from his/her formal remunerated employment, which shall be proved by formal employment registration, limited to the maximum period as defined in the general conditions or, when applicable, in the special conditions, observing the waiting period, if established.

k) critical illness (DG) - consists of the payment of the insured amount, in the form of a lump sum payment or in the form of annuities as a result of a diagnosis of any illness duly specified, as defined in the general conditions or, when applicable, under the special conditions of the microinsurance plan.

l) additional clause for the inclusion of spouse and dependents - consists of the inclusion of the insured's spouse or partner, children, stepchildren, father, mother and/or other dependents under the same insured's coverage.

m) travel - consists of the payment of compensation, in the form of a lump sum payment or in the form of annuities, to the insured or the beneficiary(ies) scheduled in the policy, individual certificate or ticket, in the occurrence of a covered event, as defined in the general conditions or, when applicable, under the special conditions of the microinsurance plan, within the national territory or, optionally, at a distance of up to 150 (one hundred and fifty) kilometres from the Brazilian border, during the previously determined travel period, in which the following perils are covered:

1. death while traveling - death of the insured, due to natural or accidental causes, during the period of the journey.

2. total permanent disability due to an accident while traveling – total permanent disability of the insured due to a covered personal accident which occurred during the period of the journey.

3. Journey cancellation - consists of a reimbursement, limited to the insured amount, of expenditures incurred for the purchasing of tour packages and/or travel services, including transportation and accommodation, in the occurrence of a covered peril, preventing the insured from traveling, as defined in the general conditions or, when applicable, under the special conditions of the microinsurance plan.

4. lost luggage - consists of payment of compensation to the insured, limited to the insured amount, in case of loss, theft, or damage of luggage, as

defined in the general conditions or, when applicable, in the special conditions of the microinsurance plan.

5. medical, hospital and/or dental expenses while traveling (DMHO while traveling) - consists of the reimbursement, limited to the insured amount, of medical, hospital and/or dental expenditures incurred by the insured for his/her treatment under medical supervision, during the period of the journey, as defined in the general conditions or, when applicable, under the special conditions of the microinsurance plan.

6. return of the body - it consists of the reimbursement, limited to the insured amount, of expenditures on the release and transportation of the insured's body from the location where the insured event occurred, to the address or location of the burial.

II - property coverages

a) fire (including smoke from fire burning inside or outside the premises where the building is situated) - consists of the payment of compensation for property damages directly caused by fire.

b) lightning - consists of the payment of compensation for property damages directly caused by lightning that struck in the premises/building where the insured properties were kept.

c) explosion - consists of the payment of compensation for property damages directly caused by gas explosion, which hit the premises/building where the insured properties were located, as long as the gas was not produced at the premises or was not part of a gas plant.

d) electrical damage - consists of the payment of compensation for loss and/or property damages directly caused to any machinery, equipment or electrical or electronic installations due to abnormal variations in voltage, short circuit, arc flashes, heat accidentally generated by electricity, electrical discharges, static electricity or any electrical effect or phenomenon, including lightning outside of the insured premises.

e) windstorm (including hurricanes, cyclones and tornados) and hail - consists of the payment of compensation for property damages directly caused by windstorm and/or hail.

1. For the purpose of this coverage, windstorm is defined as wind blowing at a speed equal to or exceeding 54 (fifty-four) up to 102 (one hundred and two) kilometres per hour.

2. For the purpose of this coverage, hurricane is defined as the name given to a tropical cyclone with continuous winds above 119 (one hundred and nineteen) kilometres per hour, also known as typhoon.

3. For the purpose of this coverage, cyclone is defined as a large mass of air in tight circulation in which the wind blows inwards, around a centre, also known as extra-tropical cyclone, with a wind speed over 102 (one hundred and two) up to 119 (one hundred and nineteen) kilometres per hour.

4. For the purpose of this coverage, a tornado is defined as a spinning and violent column of air.

5. For the purpose of this coverage, hail is defined as an atmospheric precipitation originated from clouds falling in the form of hail.

f) partial or total collapse (including due to earthquakes, tsunamis, floods, rough sea) - consists of the payment of compensation for property damage directly caused by the collapse of a wall or any structural element (column, beam, ceiling or floor slab) of the insured property.

g) flood (including arising from tsunami, rough sea or similar) - consists of the payment of compensation for property damage directly caused by water entering the insured property, from shower of rain, waterspouts or normal rain, floods, water from ruptured pipelines and canals, water supply networks, water tanks, provided that they do not belong to the insured property, and flood resulting exclusively from water flow increase in navigable rivers and canals naturally fed by these rivers.

1. For the purpose of this coverage, seaquake is defined as seismic unrest of the sea.

2. For the purpose of this coverage, undertow is defined as a strong movement of waves against each other resulting from very rough sea, with waves hitting against obstacles on the coast.

h) electronic equipment - consists of the payment of compensation for property damages directly caused to insured electronic equipment by fire, lightning, explosion, windstorm, hail, floods, landslide, electrical fault, burglary or qualified theft.

i) non electronic equipment - consists of the payment of compensation for property damage to insured non-electronic equipment directly caused by fire, lightning, explosion, windstorm, hail, floods, landslide, burglary or qualified theft

j) payment of equipment rental - consists of the payment of compensation for an equivalent amount to the rental equipment that the owner of the insured equipment must pay to a third party, in case he/she is obliged to rent other equipment, as a result of an event covered by microinsurance.

k) loss of income - equipment - consists of the payment of compensation for the income loss that the insured failed to receive due to the impossibility of working with the insured equipment because of the occurrence of an event covered by microinsurance.

l) burglary and/or qualified theft - consists of the payment of compensation for property damages directly caused by robbery and/or qualified theft of assets owned by the insured from inside his/her property, for damages caused to the property or its contents during the burglary or qualified theft, or even during and attempted burglary.

1. For the purpose of this coverage, burglary is defined as the taking of movable goods from the owner by means of serious threats or violence made against the owner, or after preventing the victim from exercising defence or resistance.

2. For the purpose of this coverage, qualified theft is defined as the theft of movable goods from the owner by destroying and/or breaking through obstacles that prevented the access to the movable goods and/or by climbing or sneaking in the insured property; or even when the theft is perpetrated by betraying the victim's trust and good will, or by means of deceit used to betray the victim's trust; or when the taking of property is accomplished with the use of any instrument different from the adequate key to open locks; or when the taking of property is performed by two or more people.

m) payment of rent - consists of the payment of compensation equivalent to the rent that the owner of the insured property has to pay to third parties when he/she is forced to rent another property as a tenant, as a result of an event covered by microinsurance, or equivalent amount to the rent that the insured tenant has to pay to third parties, for the same reason, as long as the rental contract has not been terminated.

n) temporary loss of income –consists of the payment of compensation for the loss of income that the insured failed to receive due to the impossibility of continuing working regularly in the property insured due to fire/lightning/explosion, equivalent to the declared value at the time of purchase of the insurance policy, monthly paid during the time of restoration of the property (or the part of the property that allows the insured to resume his/her professional activities), limited to a maximum period of 6 (six) consecutive months.

o) extra expenses and documentation costs - consists of the payment of compensation equivalent to expenditures incurred to recover personal property or documents due to loss or destruction and/or extra expenses caused by the loss, even without proof, provided such expenses are the result of an event covered by microinsurance.

p) family liability - consists of the reimbursement of amounts for which the insured is liable according to a final civil trial sentence or to an agreement expressly authorised by the insurer, regarding repairs for involuntary bodily or property damages to third parties, caused by the insured, his/her spouse, minor children who are under his/her custody, or pets under his/her responsibility, or by falling objects or objects placed in improper locations, during the term of microinsurance.

q) liability - use and conservation of the real state - consists of the reimbursement to the insured of the amounts for which the insured is liable according to a final civil trial sentence or to an agreement expressly authorised by the insurer, regarding repairs for involuntary bodily or property damages to third parties, arising from accidents related to existence, conservation and use of the insured real state, during the term of the microinsurance.

r) small vessel - vessel total loss - consists of the payment of compensation for damage related to the total loss of the vessel, equivalent to a loss equal to or greater than 75% (seventy five per cent) of its value as a result of impact, collision, stranding or shipwreck.

s) small vessel - loss of fishing net - consists of the payment of compensation for property damages related to the loss of the fishing net, with value loss equal to or greater than 75% (seventy five per cent) of the value of the fishing net, resulting from shipwreck or damages by external causes during the fishing operation.

§1 The risks covered by property coverage include costs arising from measures taken to prevent the spread of the loss, in order to save and protect assets from suffering greater losses, as well as the removal of debris from the insured premises, if necessary.

§2 For the purpose of the property coverage referred to in the Item II, the following insurable interests are included:

I – property for residence, encompassing the property and/or its respective contents;

II – property for residence used for small business activities, encompassing the property and/or the respective contents of property for residence and/or for the economic activity;

III – property for residence used for small business activities, covering the property for residence and/or its respective contents;

IV - equipment related to the activities of a small business.

§3 the plan may define the geographic coverages offered, however, in the absence of a definition, the whole terrestrial globe shall be considered.

§4 As for pension plans equivalent to microinsurance plans, according to the CNSP resolution 244/2011, only the coverages of death and total and permanent disability may be offered, as set forth in the specific norms.

§5 For the purpose of the provisions defined in the preceding paragraph, total and permanent disability shall be understood as those circumstances in which recovery or rehabilitation cannot be expected by means of therapeutic resources available at the time it was attested by a doctor

Section II
Maximum Guarantee, Insured Capital and Benefit Limits

Art. 8. The Maximum Guarantee, Insured Capital and/or Benefits limits for the coverages offered in microinsurance plans must comply with the following coverage maximum limits for individual per coverage:

I - Personal Coverage:

- a) death - BR\$ 24,000 .00 (twenty-four thousand reais);
- b) accidental death - BR\$ 24,000 .00 (twenty-four thousand reais);
- c) reimbursement for funeral expenses (RF) - BR\$ 4,000 (four thousand reais);
- d) total permanent disability due to an accident (IPTA) - BR\$ 24,000.00 (twenty four thousand reais);
- e) medical, hospital and/or dental expenses arising from personal accident(DMHO) - BR\$ 2,700.00 (two thousand and seven hundred reais);
- f) Credit Life - BR\$ 24,000 .00 (twenty-four thousand reais);
- g) educational - B\$ 24,000 (twenty-four thousand reais);
- h) daily hospitalization rate (IHL) -BR\$ 50.00 (fifty reais) per day;
- i) daily rate compensation for temporary disability (DIT) - BR\$ 50.00 (fifty reais) per day;
- j) unemployment - monthly income of BR\$ 1,000.00 (one thousand reais);
- k) critical illness (DG) - BR\$ 24,000.00 (twenty-four thousand reais);
- l) supplemental clause for the inclusion of spouse and dependents - the same limits for maximum guarantee, insured amount and benefit fixed for the main insured;
- m) travels, in the following modes:
 - 1. Death while traveling – BR\$ 24,000.00 (twenty-four thousand reais);
 - 2. Total permanent disability due to an accident while traveling - BR\$ 24,000.00(twenty-four thousand reais);

3. Travel cancellation - BR\$ 2,000.00 (two thousand reais) for domestic journeys and BR\$ 5,000.00 (five thousand reais) for international journeys;

4. Lost luggage - BR\$ 1,000.00 (one thousand dollars), including suitcases and contents;

5. Medical, hospital and/or dental expenses while traveling (DMHO while traveling) - BR\$ 2,700.00 (two thousand and seven hundred reais);

6. Return of the body - BR\$ 300.00 (three hundred reais) plus BR\$ 2.00 (two reais) per kilometre for return transportation beyond municipal boundaries.

II – Property Coverage

a) property for residence - BR\$ 30,000.00 (thirty thousand reais);

b) property for residence with small business activities - BR\$ 40,000.00 (forty thousand reais);

c) property for residence only used for small business activities - BR\$ 60,000.00 (sixty thousand reais);

d) equipment related to small business activities - when offered separately- BR\$ 10,000.00 (ten thousand reais);

e) liability related to property for residence or to small business activities, when offered separately - BR\$ 10,000.00 (ten thousand reais);

f) liability related to microentrepreneur activities, when offered separately - BR\$ 10,000.00 (ten thousand reais);

g) small vessel - source of work and income - BR\$ 20,000.00 (twenty thousand reais).

§1 As for pension plans equivalent to microinsurance plans according to the CNSP Resolution 244/2011, the maximum benefit level for death and total and permanent disability are those established, respectively, in the Items "a" and "d" of the sub-item I of this Article.

§2 The amounts arising from monetary correction due to renewal of agreements with a term equal to or longer than 1 (one) year shall not be considered for the application of the limits referred to in this Article.

Art. 9. As for minors under 14 (fourteen) years of age,, the offer and the purchase of coverages related to reimbursement of expenses are exclusively allowed, in his/her capacity as the main insured or as a dependent.

Art. 10. The coverage for funeral reimbursement expenses may be substituted for the provision of services, by means of agreement between the parties, ensuring, at least, the following benefits:

I - hearse: available to the family for the transport of the deceased insured to the location of the funeral and, after that, if applicable, to the place of burial, as long as such location is within the same municipality;

II - wreath: available to the family, made with flowers of the season, including a band with words chosen by the family;

III - urn ornamentation: available to the family, seasonal flowers for the interior of the urn;

IV - vestments: under the responsibility of the funeral assistance service, the candlesticks and candles that accompany the urn, as well as an ozone air purifier;

V - death certificate: under the responsibility of the funeral assistance service, the death certificate filed in a notary public registry, and if necessary, a family member will be requested to be present;

VI - burial: under the responsibility of the funeral assistance service, including payment of respective fees related to municipal or private burial, as specified in the general conditions or, if applicable, in the special conditions of the microinsurance plan.

VII - coffin: under the responsibility of the funeral service, the payment of expenses related to the acquisition of a funerary urn, as specified in the general conditions or, if applicable, in the special conditions of the microinsurance plan.

VIII - representative of the service provider carrier: a person assigned by the service provider carrier, who is responsible for providing all necessary documents for the burial before the service provider carrier, taking all measures necessary to proceed with the funeral. A family member may be requested to be present, if necessary.

Art. 11. The possibility of purchasing a separate coverage or a jointly compulsory purchase offered by the microinsurance plan shall be informed in the respective general conditions of the product.

Section III Excluded Risks

Art. 12. The specific exclusions for each coverage type must be scheduled right after the description of the risks covered in all contractual

documents, including tickets, policies and individual certificates, and are limited to:

I - In the coverage classed as personal microinsurance:

a) intentional torts committed by the main insured or dependent, by the beneficiary or by the legal representative of any of them;

b) illness or injury that, although asked by the insurance company and known by the main insured or dependent, was not declared at the time the contracting/adhesion to the microinsurance plan took place;

c) suicide or consequences arising from its attempt, if it occurs in the two first years of the effective coverage period;

d) epidemic or pandemic declared by a competent Agency;

e) hurricanes, cyclones, earthquakes, seaquakes, volcanic eruptions and other natural convulsions;

f) damage and losses caused by terrorist acts; and

g) acts or operations of war, whether declared or not, bacteriological or chemical warfare, civil war, guerrilla warfare, revolution, riot, rebellion, sedition, insurrection or other civil disturbance resulting from them, except for military service and activities related to human aid.

II - As for the coverage of pension compared to personal microinsurance:

a) death: death due to illness, bodily injury or sequelae existing prior to the purchase of the plan, not reported upon contracting the plan, or arising from a triggering event which occurred during the waiting period and suspension of coverage by payment default, when applicable;

b) total and permanent disability:

1. Resulting from illness, bodily injury or sequelae existing prior to the purchasing of the plan, not reported upon the proposal filling process, and proven to be known by the participant, or resulting from a triggering event which occurred during the waiting period or period of suspension of coverage by payment default, when applicable.

2. Resulting from the use of nuclear material for any purpose whatsoever, including nuclear explosion, whether provoked or not, as well as radioactive contamination or exposure to ionising or nuclear radiation;

3. Resulting from acts or operations of war, whether declared or not, bacteriological or chemical warfare, civil war, guerrilla warfare, revolution,

agitation, riot, revolt, sedition, insurrection or other disturbances of public order and resulting from them;

4. Resulting from hurricanes, cyclones, earthquakes, seaquakes, volcanic eruptions and other natural convulsions;

5. Resulting from known dangerous tort act or act against the law, not motivated by justified need and the practice, by the insured; and

6. Resulting from disturbances and any kind of food poisoning.

III - In coverages classified as property microinsurance:

a) poor quality, inherent vice, mechanical breakdown, wear and tear, deterioration, faulty or inadequate maintenance/repair/adjustment, erosion, corrosion, rust, oxidation, scaling, fatigue, fermentation and/or natural or spontaneous combustion;

b) acts of public authority (civil or military), except those acts to prevent the spread of damages covered by this insurance;

c) acts of hostility or war, rebellion, insurrection, revolution, riot, confiscation, disruption of social and political order, revolutionary war, subversion and guerrillas, as well as terrorist acts, duly recognised as detrimental to public order by the public authority;

d) any chemical, biological, biochemical, electromagnetic weapon or electronic system;

e) nuclear fission, ionizing radiation, contamination by radioactivity from any nuclear fuel, nuclear waste or material derived from nuclear weapons;

f) failure or malfunction of any equipment (and its components or parts), program and/or electronic systems, telecommunication or data interpretation system, even if as a result of computer viruses, acts, failures, inadequacy, incapacity, disability or decision by the insured or third party, and

g) wilful misconduct or gross negligence comparable to wilful misconduct committed by the insured, by the beneficiary or by the representative of one or the other.

Art. 13. In addition to the risks excluded in the previous Article, the plans may provide the following specific exclusions for:

I – coverages that guarantee only events resulting from personal injury:

a) events or complications as a consequence of examinations, clinical or surgical treatments, when not resulting from a covered personal accident;

b) cardiovascular events, stroke, aneurysm, syncope, apoplexy, epilepsy and medical accidents, when not resulting from a covered accident;

c) accidents suffered prior to the purchase of the insurance, even if the respective sequelae were manifested during its validity term, and

d) plastic surgeries or cosmetic treatments, except when they have a proven restorative purpose for a damage arising from a covered personal accident.

II – coverage for medical, hospital and/or dental expenses resulting from a personal accident (DMHO):

a) state of convalescence, after medical discharge.

III – unemployment coverage:

a) dismissal with just cause.

IV - coverages for damages that ensures events resulting from fire/lightning/explosion:

a) loss caused intentionally by the insured or his/her family members, partners or persons connected with him/her legally or economically.

V - coverages for damages that ensures events resulting from electrical damages:

a) improper electrical connections, illegal connections, connections that cause overload and intentional shutdown of safety devices or automatic controls.

VI - coverages for damages that ensures events resulting from windstorm and hail:

a) antennas, walls, fences, wooden enclosures and gates are not covered.

VII - coverages for damages that ensures events resulting from partial or total landslide (including those resulting from earthquake, seaquake, flood, or undertow):

a) property damages caused by simple drop of shingles bricks, marquees, eaves and grouts, without collapse of the insured property.

VIII - coverages for damages that ensures events resulting from flood and inundation (including seaquake, rough sea and similar events):

a) damages caused to buildings constructed on stilts, garbage dumps and the like or in a place not permitted by the public authorities.

IX - equipment coverages:

a) fire caused intentionally by the insured or his/her family members, partners or persons connected with him/her legally or economically;

b) electrical damages caused by: improper connections, illegal connections, connections that cause overload and intentional shutdown of safety devices or automatic controls;

c) theft, loss or simple disappearance of insured equipment, and

d) mobile phones, calculators, laptops, tablets and appliances for professional use, as well as data and files that are inside the insured equipment are not covered.

X – coverages for qualified theft or burglary of property:

a) simple theft, loss or simple disappearance of insured equipment;
and

b) mobile phones, calculators, laptops, tablets and appliances for professional use are not covered.

XI – coverage for residence rent payment:

a) loss caused intentionally by the insured or his/her family members, partners or persons legally or economically connected to him/her.

XII – coverage for loss of income:

a) loss caused intentionally by the insured or his/her family members, partners or persons legally or economically connected to him/her.

XIII - family liability coverage:

a) intentional acts or vandalism committed by persons other than those scheduled in the covered risks, including acts committed in a state of insanity, alcoholism, or under the influence of toxic substances;

b) unforeseen circumstances or external events beyond reasonable control;

c) moral hazards and punitive or exemplary damages;

d) damages to any property held by the Insured for safekeeping, custody, deposit, consignment, warranty, transport, handling or use or performance of any work, including animals;

e) damages to any type of ground, air or water vehicles, as well as their belongings, accessories or objects left inside the vehicle or cargo, whether in the custody or not of the insured, or in circulation inside or outside the premises;

f) damages caused by improper maintenance of the building or shortcomings in the construction process;

g) damages resulting from professional shortcomings, and

h) disappearance, loss, theft and burglary of properties and assets of any nature, kind, or type, extortion of any kind or misappropriation, whether directly or indirectly, that have contributed to losses related to any of the events covered by this coverage.

XIV - liability coverage - use and conservation of the insured building:

a) intentional acts or vandalism committed by employees of the insured, including acts committed in a state of insanity, alcoholism or under the influence of intoxicating substances;

b) unforeseen circumstances or external events beyond reasonable control;

c) moral hazards and punitive or exemplary damages;

d) damages to any property held by the Insured for safekeeping, custody, deposit, consignment, warranty, transport, handling or use or performance of any work, including animals;

e) damages to any type of ground, air or water vehicles, as well as their belongings, accessories or objects left inside the vehicle, or cargo, whether in the custody or not of the insured, or in circulation inside or outside the insured building;

f) damages caused by improper maintenance of the building or shortcomings in the construction process;

g) damage resulting exclusively from the default on obligations under contracts, or arrangements and responsibilities assumed by contracts or agreements, other than obligations arising from civil law;

h) damages resulting from professional shortcomings;

i) disappearance, loss, theft and robbery of properties and assets of whatever nature, kind or type, including those belonging to employees of the insured; and

j) any kind of extortion or embezzlement, even when one or more of the events encompassed by this coverage have, directly or indirectly, contributed to these losses.

XV - coverages for small vessels:

a) damages caused intentionally by the insured or his/her family members or persons legally or economically connected to him/her;

b) damages to unregistered vessels or to vessels conducted by unauthorised persons,

c) damages caused by overloading of passengers and/or cargo, and

d) burglary, theft, loss or simple disappearance of the insured property.

Section IV Deductibles and Waiting Periods

Art. 14. Only microinsurance plans that offer daily rates compensation for temporary disability coverage (DIT) may establish deductibles, as long as in the form of a time period, limited to a maximum of 15 (fifteen) days from the effective date of the event.

Sole paragraph. The deductible, when applicable, shall be explicit in the policy, individual certificate or ticket, right after the definition of the contracted coverage.

Art. 15. The microinsurance plans may establish, optionally, waiting periods applicable to the coverage offered within the limit of two years.

§1 The waiting period, if applicable, shall be explicit in the policy, individual certificate or ticket, right after the definition of the contracted coverage.

§2 The waiting periods, except in case of suicide or its attempt, shall not exceed half of the validity periods established for coverages in the contractual documents.

§3 As for losses resulting from personal accidents, a waiting period cannot be established, except in case of suicide or its attempt, when the referred period corresponds to two consecutive years, counted from the date of the purchase or adhesion to microinsurance, or its restart after suspension.

Art. 16. In case of successively purchase from the same insurance company/open complementary pension fund entity of a microinsurance coverage insuring the same object or interest, only the waiting period established in the first purchase sequence will be valid.

Sole paragraph. Successive purchase is understood as the act of a number of purchases with the same insurance company/open complementary pension fund entity for a period not exceeding 30 (thirty) days or for the equivalent of a waiting period defined in the plan, whichever is greater, counted after the end of the validity period of the previous microinsurance.

Art. 17. In the occurrence of renewal of the microinsurance plan, there shall not be a new waiting period.

CHAPTER IV CONTRACTING

Section I Admitted Forms of Contracting

Art. 18. The microinsurance shall be contracted by filling out a proposal signed by the prospect, his/her legal representative or licensed broker, with the issuance of the respective policy, for individual plans or individual certificates, for group plans, except as provided in the following Article.

§1 The proposal to which the head of this Article refers to can be signed using a login and password pre-registered by the prospect or by his/her biometric identification.

§2 It is forbidden to use the signature, as mentioned in the previous paragraph, of the licensed broker, who stands for the intermediary in the contracting act.

§3 Pension plans equivalent to microinsurance plans, whether in the form of an individual plan or in group, can only be contracted by the issuing of an individual certificate.

Art. 19. The contracting of microinsurance through tickets will be undertaken by verbal request of the interested person, followed by the issuing of a ticket, subject to the mandatory information set forth in this norm.

§1 Remote manifestation of the prospect is equivalent to his/her verbal request.

§2 It is forbidden to contract pension fund plans equivalent to microinsurance plans through tickets.

Art. 20. The microinsurance contract is evidenced with the ticket or the individual policy or individual certificate, and in their absence, by a document proving the payment of the respective premium/contribution or by a confirmation of full payment of the microinsurance premium/contribution remotely sent by the

insurance company/open complementary pension fund entity or its representative.

Section II Contracting through tickets

Art. 21. Microinsurance tickets issued by insurance companies must contain at least the following contract characterisation elements:

I - the name of the microinsurance plan to which the ticket is associated and its objective;

II - name and CNPJ (Registration of Corporate Taxpayer Number) of the insurance company;

III - the number of the administrative process of registration of the microinsurance plan at Susep with which the ticket is associated;

IV - control number of the ticket;

V - issuing date of the ticket;

VI - name and identification document of the insured;

VII - identification of the beneficiary(ies) in case of Death, Accidental Death, Credit Life, Educational or Travel microinsurance;

VIII - Identification of the insured property, in case of property microinsurance;

IX - the contracted coverage;

X - the maximum value of the guarantee or the insured amount of each contracted coverage;

XI - excluded risks and/or excluded properties;

XII - deductibles or waiting periods applicable to each coverage type, if provided;

XIII - the validity period of the microinsurance ticket, including the inception date and end of the coverage, observing the provisions set forth in art. 52.

XIV - the amount of the premium to be paid by the insured, including:

a) the microinsurance premium;

b) the value of the IOF (Finance Operations Tax), when applicable;

and

c) the total amount to be paid by the insured.

XV - the period and form of payment of the premium, and if applicable, its periodicity;

XVI - the grace periods and applicable suspension periods, if provided;

XVII - the documentation required to enable the compensation for each contracted coverage as set forth in Chapter VIII;

XVIII – the compensation deadline for the insurance company;

XIX - the toll-free number of the call centre to the insured/beneficiary provided by the insurance company responsible for issuing the ticket;

XX - the link information in the Susep portal where all information on the microinsurance plan with which the ticket is associated can be checked;

XXI - the toll-free phone number of the Susep customer service;

XXI - stamp or signature of the insurance company's representative;
and

XXII - name and registration number of the broker in Susep, if any.

Art. 22. The graphic layout and visual programming of tickets will be determined by the insurance companies, which should highlight the limited clauses of the law.

Section III Contracting Through Individual Policies

Art. 23. Contracting microinsurance through the issuing of an individual policy will be preceded by filling out, dating and signing the proposal which may be done by the prospect, by his/her legal representative or by the insurance/microinsurance broker.

§1 the provisions set forth in this section should be applied to the contracting of an individual pension fund plan, equivalent to the microinsurance plan..

§2 The individual pension fund plan certificate is equivalent to the individual microinsurance policy.

§3 The prospect or his/her legal representative must have access to the full copy of the general conditions or regulations and, where applicable, to

the special conditions of the microinsurance at the time the individual proposal was signed.

§4 The complete copy of the general conditions or regulations and, where applicable, the special conditions can be made available by using remote means upon agreement of the prospect or his/her legal representative registered in the microinsurance proposal.

Art. 24. The proposal referred to in the previous Article must mandatorily contain the following information, in order to be an integral part of the contract:

I - the name of the microinsurance plan to which the proposal is associated;

II - name and CNPJ (Registration of Corporate Taxpayer Number) of the insurance company/open complementary pension fund entity;

III - the number of the administrative process of registration at Susep of the microinsurance plan to which the proposal is associated;

IV - control number of the proposal;

V - name and identification document of the insured/participant;

VI - identification of the beneficiary(ies) in case of Death, Accidental Death, Credit Life, Educational or Travel microinsurance;

VII - Identification of the insured property, in case of property microinsurance;

VIII - the contracted coverages;

IX - the maximum value of the guarantee, the insured amount or benefit for each contracted coverage;

X - deductibles or waiting periods established for each coverage type, when applicable, or the reference to specific clauses in the general conditions or regulation, or, if applicable, under the special conditions;

XI - the validity period of the individual microinsurance policy, including the inception date and end of the coverage, observing the provisions set forth in art. 52;

XII - the amount to be paid by the insured/participant as a premium/contribution, including:

a) microinsurance premium/contribution;

b) value of the IOF (Finance Operations Tax),,when applicable, and.

c) total amount to be paid by the insured/participant;

XIII - the term and form of payment of the premium or contribution, and if applicable, its periodicity,

XIV - the link information in the Susep portal where all information on the microinsurance plan with which the proposal is associated can be checked;

XV - signature, name and registration number of broker at Susep, if any.

XVI - date and signature of the insured/participant or his/her legal representative, observing the provisions set forth in paragraph 1 of Article 18.

Art. 25. The acceptance of the individual proposal by the insurance company/open complementary pension fund entity, as well as its refusal, will happen within the term and in the manner established by legislation in force.

Art. 26. The insurance company/open complementary pension fund entity shall necessarily provide the prospect or his/her legal representative, with the protocol that identifies the proposal received by it, indicating the date and time of receipt.

Sole paragraph. The protocol established in this Article may be supplied remotely as long as it is possible to validate the confirmation of receipt by the prospect or his/her legal representative.

Art. 27. The insurance company/open complementary pension fund entity will issue and send the policy to the insured or participant, respectively, within 15 (fifteen) days from the date of acceptance of the proposal and, where applicable, from the date of its renewal.

Art. 28. Microinsurance policies issued by the insurance company/open complementary pension fund entity, respectively, must contain at least the following items of the agreement:

I - the name of the microinsurance plan with which the policy is associated;

II - name and CNPJ (Registration of Corporate Taxpayer Number) of the insurance company/open complementary pension fund entity;

III - the registration number of the administrative process at Susep referring to the microinsurance plan with which the policy is associated;

IV - control number of the policy;

V - indication of the proposal number with which the policy is associated;

VI - the issuing date of the policy;

VII - the name and identification of the insured/participant;

VIII – identification of the beneficiary(ies) in case of Death, Accidental Death, Credit Life, Education or Travel microinsurance;

IX - identification of the insured property, in case of property microinsurance,

X - the contracted coverages;

XI - the maximum value of the guarantee, of the insured amount or benefit of each contracted coverage;

XII - deductibles or waiting periods established to each coverage type, if applicable;

XIII - the validity period of the microinsurance policy, including the inception date and the end date of the coverage, by year, month, day and time;

XIV - the amount to be paid by the insured/participant as a premium/contribution, including:

a) premium/contribution of the microinsurance;

b) value of the IOF (Tax over Finance Operations), when applicable;
and

c) the total amount to be paid by the insured/participant;

XV - the term and form of payment of the premium or contribution, and if applicable, its periodicity;

XVI - the toll-free number of the call centre to the insured/participant/beneficiary provided by the insurance company/open complementary pension fund entity responsible for issuing the policy;

XVII - information of the link in the Susep portal where all information about the microinsurance plan with which the policy is associated can be checked;

XVIII - stamp or signature of the representative of the insurance company/open complementary pension fund entity; and

XIX - name and registration number of the broker at Susep, if any.

Section IV Contracting through Individual Certificates

Art. 29. Contracting microinsurance by issuing an individual certificate will be preceded by filling out the proposal, dated and signed by the prospect or his/her legal representative, associated with a group microinsurance plan and a group policy.

§1 the provisions set forth in this section should be applied to the contracting process of a group pension fund plan, equivalent to the microinsurance plan.

§2 The group pension plan certificate is equivalent to the individual microinsurance certificate.

§3 The registrant or instituting party of the group pension plan is equivalent to the contracting party of the group microinsurance plan, where applicable.

§4 The group policy referred to in the head of this Article shall be contracted by a contracting party, observing, as appropriate, the provisions of Chapter II of this norm on the contracting process of individual policies and on the manner established by the law in force for contracting a group insurance plan or open complementary pension fund plan.

§5 In case of a group pension plan, equivalent to a microinsurance plan, there is no issuing of a group policy, with the contracting process being formalised through proposals, individual certificates and group contracts.

Art. 30. The proposal referred to in the head of the previous Article shall mandatorily contain the following information, in order to constitute an integral part of the contract:

I - the name of the microinsurance plan with which the proposal is associated;

II - name and CNPJ (Registration of Corporate Taxpayer Number) of the insurance company/open complementary pension fund entity;

III - name and CNPJ (Registration of Corporate Taxpayer Number) or CPF (Registration of Individual Taxpayer Number) of the contracting party/registrant/instituting party and, when applicable, of the sub-contracting party;

IV - the registration number of the administrative process in Susep of the microinsurance plan with which the proposal is associated;

V - control number of the proposal;

VI - indication of the policy control number with which the proposal is associated;

VII - name and identification document of the insured/participant;

VIII - identification of the beneficiary(ies) in case of Death, Accidental Death, Credit Life, Educational and Travel microinsurance;

IX - identification of the insured property, in case of property microinsurance;

X – the contracted coverages;

XI - the maximum value of the guarantee, insured amount or benefit of each contracted coverage;

XII - deductibles or waiting periods established to each coverage type, when applicable, or the reference to specific clauses in the general conditions or the regulations or, if applicable, in the special conditions;

XIII - the inception and end dates of the coverage;

XIV - the amount to be paid by the insured/participant as a premium/contribution, including:

a) the premium/contribution of the microinsurance;

b) the value of the IOF(Tax over Finance Operations), as applicable;
and

c) the total amount to be paid by the insured/participant.

XV - the term and form of payment of the premium/contribution and, if applicable, its periodicity;

XVI - the link information in the Susep portal, where all information about the microinsurance plan with which the proposal is associated can be checked;

XVII - the date and signature of the insured/participant or his/her legal representative, observing the provisions set forth in paragraph 1 of Article 18.

Sole paragraph. The prospect or his/her legal representative shall certify in the proposal that he/she had access to the full content of the general conditions/regulation and, if applicable, to the special conditions of the microinsurance plan at the time the proposal was signed.

Art. 31. The insurance company/open complementary pension fund entity shall necessarily provide the insured/participant, his/her legal representative or to the contracting /registrant/instituting party,, along with the protocol that identifies the proposal received by it, showing the date and time of its receipt.

Sole paragraph. The protocol referred to in the head of this Article can be provided remotely as long as it is possible to validate the confirmation of receipt by the prospect, his/her legal representative or contracting/registrant/instituting party.

Art. 32. The insurance company/open complementary pension fund entity shall issue and send the individual certificate to the insured/participant within 15 (fifteen) days from the date of acceptance of the proposal and, whenever appropriate, of its renewal.

Art. 33. The individual microinsurance certificates issued by the insurance company/open complementary pension fund entity must contain at least the following contract characterisation elements:

I - the name of the microinsurance plan with which the individual certificate is associated;

II - name and CNPJ (Registration of Corporate Taxpayer Number) of the insurance company/open complementary pension fund entity;

III - name and CNPJ (Registration of Corporate Taxpayer Number) or CPF (Registration of Individual Taxpayer Number) of the contracting/registrant/instituting party and, when applicable, of the sub-contracting party;

IV - the registration number of the administrative process at Susep of the microinsurance plan with which the individual certificate is associated;

V - control number of the individual certificate;

VI - indication of the policy control number with which the individual certificate is associated;

VII - issuing date of the individual certificate;

VIII - name and identification document of the insured/participant;

IX - identification of the beneficiary(ies) in case of Death, Accidental Death, Credit Life, Educational and Travel microinsurance;

X - identification of the insured property, in case of property microinsurance;

XI - the contracted coverages;

XII - the maximum value of the guarantee, benefit or insured amount or benefit of each contracted coverage;

XIII - deductibles or waiting periods established for each coverage type, if applicable;

XIV - the validity period of the contracted microinsurance coverage(s), including the inception date and end date;

XV - the amount to be paid by the insured/participant as a premium/contribution, including:

a) the premium/contribution of the microinsurance;

b) the value of the IOF (Tax over Finance Operations), when applicable; and

c) the total amount to be paid by the insured/participant.

XVI - the term and form of payment of the premium/contribution and, if applicable, its periodicity;

XVII - the toll-free number of the call centre for the insured/participant or beneficiary provided by the insurance company/open complementary pension fund entity responsible for issuing the individual certificate;

XVIII - the address and phone number to contact the contracting/registrant/instituting party or, when applicable, of the sub-contracting party, to assist the insured/participant.

XX - the link information at the Susep portal, where all information about the microinsurance plan with which the proposal is associated can be checked;

XXI - stamp or signature of the representative of the insurance company/open complementary pension fund entity.

Section V Contracting with Global Amount

Art. 34. The contracting of a microinsurance plan by persons with global amount is a form of group contracting in which the value of the individual insured amount is only defined on the date of occurrence of the covered event, being equivalent to the value of the global amount insured in the policy divided by the number of the existing insured in the group on the date of the loss.

§1 The value of the global insured amount cannot be reduced during the policy validity period due to eventual payments resulting from covered events.

§2 The value of the individual insured amount determined on the date of the covered event may not exceed the individual limits set forth in Chapter III.

§3 It is forbidden to contract a pension plan, equivalent to the microinsurance plan with global amount.

Art. 35. In the contracting form of a microinsurance plan with global amount, the contracting party is responsible for the full payment of premiums, without admitting any participation of the insured in its funding, even if partially.

Art. 36. The criteria to identify individuals associated with the contracting party as part of the insured group must be clearly defined in the general conditions of the microinsurance plan and its respective policy.

Art. 37. The individual certificate and proposal are not mandatory in case of microinsurance contracted by persons with global amount.

Section VI Relationship with the Contracting Party and with the Microinsurance Correspondent

Art. 38. The contracting party of the microinsurance plan shall maintain a close relationship with the insured group, whose form of association must be clearly and objectively defined in the group contract.

Sole paragraph. The close relationship between the contracting party and the insured group as set forth in the head of this Article does not encompass the restrict relationship with the consumption association established between suppliers of products and/or services, including financial services, and the respective groups of consumers.

Art. 39. In order to offer and promote microinsurance plans on behalf of an insurance company, suppliers of products and/or services referred to in the previous paragraph must compulsorily establish a contract and/or enter into an agreement in his capacity as a microinsurance correspondent, according to the terms established in the specific norm.

Art. 40. Those who shall enter into a contract and/or agreement with the insurance company/open complementary pension fund entity in his capacity as a microinsurance correspondent necessarily should be:

I - The legal entity whose participation is restricted to the condition of consignor, solely responsible for the collection of premiums/contributions through discounts on payroll from the respective insured/participant, with the consequent transfer in favour of the insurance company/open complementary pension fund entity; and

II - The legal entity solely responsible for the collection of premiums/contributions through bills for services, payment books, bank slips or credit card, with the consequent transfer in favour of the insurance company/open complementary pension fund entity.

Sole paragraph. When the microinsurance plan is contracted establishing consignment to payroll or other forms premiums/contributions collection according to this Article, the respective general conditions/regulation

shall include a provision stipulating that the fault in the transfer to the insurance company/open complementary pension fund entity of the premiums/contributions paid by the consignor/responsible, cannot cause any harm to the insureds/participants or beneficiaries regarding the coverage and other rights covered by the plan.

Art. 41. The insurance company/open complementary pension fund entity is prohibited to contract group microinsurance plans with:

I - individuals or legal entities whose activity is exclusively the provision of services as contracting /registrant/instituting party; or

II - legal entities whose main activity is the commercialisation of insurance/open complementary pension funds.

Art. 42. In addition to the provisions of this Circular, the contracting /registrant/instituting parties of microinsurance plans shall follow all other specific norms related to contracting /registrant/instituting parties.

Art. 43. The provisions of this norm related to contracting parties and, particularly those set forth in this section, applies totally to sub-contracting parties of microinsurance plans.

Section VII Identification of the Insured/Participant

Art. 44. Identification of the insured/participant at the time of the contracting process shall be made, preferably by using Registration of Individual Taxpayer Number (CPF) or, if not available, the ID Registration Card (RG), work registration number, birth certificate, marriage certificate or other official identity documents that are valid in the national territory.

Section VIII Assignment of Beneficiaries

Art. 45. The tickets, individual policies and individual certificates issued at the time of the contracting process of microinsurance plans that include coverage for Death, Accidental Death, Credit Life, Educational and Travel, shall mandatorily contain the necessary information to identify the beneficiary(ies) assigned by the insured/participant.

§1 The necessary information to identify the beneficiary(ies) is understood as at least the name and relationship provided by the prospect or his/her legal representative at the time of the contracting act.

§2 The insurance company/open complementary pension fund entity is responsible, ultimately, for including the information provided herein.

§3 At any time, the insured/participant may change the assigned beneficiary(ies) by means of a formal request, which should be dated, signed

and filed with the insurance company/open complementary pension fund entity, being prohibited the use of remote means in this procedure.

CHAPTER V USAGE OF REMOTE MEANS

Art. 46. For the purpose of this norm, remote means are understood as those that allow exchanging and/or accessing information and/or any type of data transfer via communication networks involving the use of technologies, such as public or private internet, telephone, cable or digital TV, satellite communication systems, among others.

Art. 47. The insurance companies that use remote means in the contracting process of microinsurance plans and/or claim management process must mandatorily guarantee:

I - the evidence of the authorship and integrity of contractual documents forwarded by the insurance company;

II - the correct identification of the insured, his/her beneficiary(ies) or his/her legal representative, ensuring the authenticity and integrity of his/her data and personal information;

III - the full security of data and information exchanged with the insured, especially regarding sending passwords and procedures involving requests for cancellation and contractual alterations;

IV - the validation of the receipt confirmation of documents and messages sent by the insurance company to the insured, his/her beneficiary(ies) or his/her legal representative;

V - the provision of the protocol number to the insured, his/her beneficiary(ies) or his/her legal representative, in any operation involving the exchange of information and/or transfer of data and documents.

Sole paragraph. The contracting of pension fund plans equivalent to microinsurance plans cannot be performed remotely, and must comply with the provisions of specific legislation.

Art. 48. It is hereby granted authorisation for the remote issuing of tickets, individual policies and individual certificates of microinsurance, as long as the hierarchy of the Public Key Infrastructure (ICP-Brazil) is used, with identification of the date and time of transmission and receipt.

§1 The provisions set forth in the head of this Article do not apply to individual certificates of pension fund plans.

§2 The use of remote means in the issuing process established herein shall guarantee the insured the possibility of printing the document and, at any time, of obtaining its hard copy by simple verbal request of the insured to the insurance company or its representative.

§3 A remote request is equivalent to a verbal request of the insured.

Art. 49. Contracting a microinsurance remotely, without the physical issuing of contractual documents, shall necessarily involve the transmission of messages on financial education to the insured during the validity period of coverage and at the appropriate time for each situation, using the same remote means used in the contracting process, addressing at least:

I - the confirmation of the contracting of the microinsurance plan;

II - the contracted coverage and the respective collateral amounts and/or insured amount;

III - warning about the expire date of the microinsurance premium, with at least 2 (two) days in advance;

IV - the confirmation of the premium full payment;

V - warning about the expiration of the contracted microinsurance with at least 2 (two) days in advance for validity periods of less than 1 (one) year, or 30 (thirty) days in advance for validity periods or more than 1 (one) year;

VI - information about the Susep portal where the insured may check the general conditions of the contracted microinsurance plan; and

VII - the toll-free phone number to contact the call centre made available to the insured by the insurance company.

Art. 50. The use of remote means in the contracting process of a microinsurance shall ensure the insured unrestricted access to information about the contracted plan, with the mandatory availability made by the insurance company of a specific toll-free phone for the call centre during business hours, supplying the protocol number indicating the date and time of contact.

CHAPTER VI THE VALIDITY PERIOD

Art. 51. The minimum validity period of the coverage offered in microinsurance plans shall be, necessarily, of 1 (one) month, except for the determination set forth in the sole paragraph of this Article.

Sole paragraph. The minimum validity period of a travel microinsurance is of 1 (one) day.

Art. 52. The validity period of the coverage offered in microinsurance plans contracted through the issuing of tickets shall start 24 (twenty-four) hours counting from the date of the premium/contribution payment, with the exception of the determination set forth in the sole paragraph of this Article.

Sole paragraph. The inception date of the validity period of a travel coverage contracted through the issuing of a ticket shall coincide with the inception date of the journey itself, as long as the premium payment was made on a date prior to the journey.

Art. 53. The validity period of the coverage offered in microinsurance plans contracted by issuing individual certificate or policy shall begin on the date indicated in those documents.

CHAPTER VII PREMIUM PAYMENT

Art. 54. The obligation to pay the microinsurance premium/contribution by the insured/participant, depending on the contract, shall be in effect from the day referred to:

I - in the ticket;

II - in the proposal and individual policy; or

III - in the proposal and individual certificate.

Art. 55. The microinsurance premium/contribution payment can be done through the bank, including its bank correspondents, directly to the insurance company/open complementary pension fund entity or its microinsurance correspondents.

Sole paragraph. The collection of premiums/contributions by a microinsurance correspondent, on behalf of the insurance company/open complementary pension fund entity, may be performed through the collection procedure regularly used by the correspondent in its main activity, such as utility bills, bank slips, credit card bills or discounts in the payroll of the insured/participant, if properly established in the microinsurance plan, and if the value for the premium/contribution is perfectly identified, as well as the date and form of the respective payment.

Art. 56. The debit registered in a bank account or credit card, the paid bill, the paid bank slip, the paid invoice or bill, receipt of remittance or bank or money order properly compensated, the discount voucher in the financial statement of the insured/participant, the mechanical payment identification in the microinsurance ticket or the confirmation sent remotely by the insurance company/open complementary pension fund entity shall be used as evidence of the microinsurance premium/contribution payment.

Art. 57. Microinsurance plans may offer the option of a grace or suspension period for cases of occasional payment default by the insured/participant.

Art. 58. The grace period is the time interval set in the contractual documents during which, in the situation of a covered event, the default insured/participant shall be covered.

§1 The occurrence of a covered event during the grace period shall result in the payment of compensation/benefit, minus the amounts of due premiums or contributions.

§2 The microinsurance shall be automatically cancelled if the default condition of the insured/participant persists after the grace period.

Art. 59 The suspension period is the time interval set in the contractual documents during which, in the situation of a covered event, the insured/participant shall not be covered due to his/her default condition.

§1 The restart of the microinsurance premiums/contributions payment within the suspension period will result in the immediate rehabilitation of the contracted coverage, being prohibited the collection of premiums or contributions not paid during the suspension period.

§2 The microinsurance shall be automatically cancelled if the default condition of the insured/participant persists after the suspension period.

CHAPTER VIII PAYMENT OF COMPENSATION/BENEFIT AND DOCUMENTS

Art. 60. In the occurrence of a covered event, the insured/participant, his/her beneficiary(ies) or his/her legal representative, shall provide the insurance company/open complementary pension fund entity documents required to evidence the contracted coverage, which are limited to:

I – coverage for individuals:

a) death: notification of claims: death certificate of the insured; police report, if applicable; national driver's license (CNH), in case of a loss involving a vehicle driven by the insured; and the identification document of the beneficiary(ies).

b) accidental death: notification of claims: death certificate of the insured; police report, if applicable; national driver's license (CNH), in case of a loss involving a vehicle driven by the insured; and the identification document of the beneficiary(ies).

c) reimbursement of funeral expenses (RF): notification of claims; death certificate of the insured; invoices and other original receipts of the expenses of the funeral of the insured; and the identification document of those who paid the expenses.

d) permanent total disability due to an accident (IPTA): notification of claims; identification document of the insured; police report, if applicable; national driver's license (CNH), in the occurrence of an accident involving a vehicle driven by the insured; and report or technical assessment filled out by a qualified professional who provided the service, with the technical specifications, necessary diagnosis and the date of the disability.

e) medical, hospital and/or dental expenses resulting from an accident (DMHO): notification of claims; identification document of the insured; police report, if applicable, invoices and other original receipts of expenses incurred by the insured; national driver's license (CNH), in the occurrence of a loss involving a vehicle driven by the insured, and report or technical assessment filled out by a qualified professional who provided the service, with the necessary technical specifications and diagnosis.

f) credit life: the documentation referred to in the items corresponding to associated covered events, as well as evidence of the outstanding debt or the debt obligation.

g) educational: notification of claims; identification document of the insured/beneficiary, statement of the educational institution containing the monthly tuition, enrolment contract and documentation referred to in items corresponding to associated covered events.

h) daily rates for hospitalization (IHL): notification of claims, the identification document of the insured, and report or technical assessment filled out by a qualified professional who provided the service, with the necessary technical specifications and diagnosis.

i) daily rates for temporary disability (DIT) (DIT): notification of claims; the identification document of the insured, medical examinations performed to provide evidence of the temporary disability and medical statement confirming the need for sick leave; national driver's license (CNH), in the event of a loss involving a vehicle driven by the insured; police report, if applicable; certified copy of the document that proves self-employed activity, which may be: the last Income Tax Statement, or Receipt of Payment for Self-Employed People or IRS Bill, plus a document proving the activity performed, or the payment of Social Security in the last 3 (three) months preceding the date of the occurrence of the loss, plus the document that provide evidences for the activity.

j) Unemployment: notification of claims; identification document of the insured, and Work Registration or Certified Termination of Work.

k) critical illnesses (DG): notification of claims; identification document of the insured; laboratory exam that diagnosed the disease and report or

technical assessment filled out by a qualified professional who provided the service, with the necessary technical specifications.

l) supplementary provision to include spouse and dependents: a list of necessary documents will follow for the coverage of the main insured.

m) travel, in the forms of:

1. Death while travelling: notification of claims, the death certificate of the insured; police report, if applicable; national driver's license (CNH), in the occurrence of a loss involving a vehicle driven by the insured, and the identification document number of the beneficiary(ies).

2. Permanent total disability due to an accident while travelling: notification of claims; death certificate of the insured; police report, if applicable; national driver's license (CNH), in the occurrence of a loss involving a vehicle driven by the insured, and report or technical assessment filled out by a qualified professional who provided the service, with the technical specifications, necessary diagnosis and the date of the disability.

3. Travel Cancellation: notification of claims; death certificate of the insured or the person involved; police report, if applicable, invoices or evidence of payment of travel expenses; report or technical award filled out by a qualified professional who provided the service.

4. Lost luggage: notification of claims, notification to the carrier of lost luggage; police report, if applicable, certificate or statement of the carrier acknowledging the lost luggage.

5. Medical, dental and hospital expenses resulting from a personal accident while travelling (DMHO while travelling): notification of claims; the identification document of the insured; prescriptions, in case of the purchase of medicine, invoices, receipts and other original receipts of expenses incurred by the insured, and report or technical assessment filled out by a qualified professional who provided the service, with the technical specifications, and necessary diagnosis.

6. Return of the body: notification of claims; death certificate, and identification document of the insured.

II – pension fund coverage equivalent to individual microinsurance:

a) death: death certificate of the participant; police report, if applicable; national driver's license (CNH), in case of a covered event involving a vehicle driven by the participant, and identification document of the beneficiary(ies).

b) permanent total disability: identification document of the participant; police report, if applicable; national driver's license (CNH), in case of a covered event involving a vehicle driven by the participant, and medical certificate evidencing the disability.

III – property coverages:

a) communication of the loss occurrence, with the date of occurrence, a detailed description of the event, including damaged properties; damages derived from the event and information about the ticket, policy or individual certificate associated with the claim;

b) evidence of ownership and/or possession of the insured property (insured interest, as appropriate), the place of the loss and, if applicable, its rental contract;

c) quotation for the repair or replacement of damaged properties in the loss, invoices, receipts or any other documents providing evidence of the amounts reported as losses;

d) registration in the CNPJ (Registration of Corporate Taxpayer Number), if applicable; identification document of the insured, and proof of residence, when applicable;

e) newspaper clippings reporting the event or the occurrence of the natural phenomenon, in case of windstorm, hurricane, cyclone, tornado, hail, inundation/flood, earthquake, seaquake or rough waves, or other means that can prove the occurrence of the event.

f) registration of the occurrence by the public authority, in cases of fire, explosion or burglary.

g) other documents may be requested depending on the specific case, but procedures to settle claims shall be informed, specifying the basic documents required to be submitted for each type of coverage.

§1 For the purpose of compensation/benefits payment, the following documents shall be accepted as evidences for the identification of the insured/participant and beneficiaries: ID Card (RG), work registration, birth certificate, marriage certificate or other official identification documents that are valid in the national territory.

§2 In case of substitution of the reimbursement of funeral expenses coverage for funeral assistance services, the insurance company shall provide the insured's family members with a toll-free number at a call centre for specific guidelines. This number should be in the contractual document, and should be used to provide the initial information and a confirmation receipt number.

Art. 61. The insurance company/open complementary pension fund entity shall provide the insured/participant, his/her beneficiary(ies) or his/her legal representative, a confirmation receipt number stating the effective receipt of the supporting documentation of the event covered, indicating the date and the time.

Sole paragraph. The confirmation receipt number referred to in the head of this Article can be provided remotely if it is possible to validate the confirmation of receipt by the insured/participant, his/her beneficiary(ies) or his/her legal representative.

Art. 62. The request of any additional document as evidence by the insurance company/open complementary pension fund entity, besides those defined in this Chapter for each coverage type, shall be accompanied by a reasoned justification and shall occur within the time limit to pay the compensation/benefit.

§1 A non-justified request or a request out of the maximum term as set forth in the head of this Article for additional documentation to provide evidence for the loss, by the insurance company/open complementary pension fund entity, shall be ignored for all purposes with regards to the counting of the period within which the compensation/benefit shall be paid.

§2 The time period for payment will be interrupted one time only in order to request the additional documentation referred to in the head of the Article and will be resumed on the date of its receipt by the insurance company/open complementary pension fund entity.

Art. 63. The deadline for the payment of the compensation or benefit is 10 (ten) calendar days from the date of the confirmation of receipt of the documentation needed as evidence, in the contractual documents, by the insurance company/open complementary pension fund entity or its representative.

§1 The microinsurance correspondent authorised to provide this type of service is equivalent to the representative of the insurance company/open complementary pension fund entity.

§2 When the reimbursement of funeral expenses coverage is substituted for the provision of funeral services, the minimum benefits established in this circular shall be available to the insured's family members within 24 (twenty-four hours) hours from the time set in the confirmation receipt of the notification of the insured's death to the insurance company's call centre.

Art. 64. As for educational coverage contracts, the compensation payment resulting from unemployment of the insured is limited to the period established in the general conditions or, if applicable, in the special conditions, with reinstatement of the insured amount after he/she returns to his/her active work activities.

Sole paragraph. A contractual provision is permitted to suspend the compensation payment resulting from interruption of studies, without loss of rights for compensable values and their respective monetary correction, once the covered event is characterised.

Art. 65. In the event of non-compliance with the maximum time allowed to pay the compensation/benefit, the insurance company/open complementary pension fund entity shall update the financial obligation from the date of expiration of its liability and apply the respective default interest rates.

§1 The update referred to in this Article shall be based on the positive variation of the Broad Consumer Price Index - IPCA/IBGE, or another index that may replace it, calculated between the last index published before the due date of financial liability and that one published immediately prior to the date of the actual settlement.

§2 The default interest referred to in this Article, starting from the first day after the end of the period established in this norm shall be equivalent to the rate in force for the late payment of taxes owed to the National Treasury.

CHAPTER IX PROVISION OF ASSISTANCE SERVICES AND CESSION OF RIGHTS OF CAPITALISATION BONDS

Art. 66. Microinsurance plans may include the provision of assistance services, which must be established on an individual document, separate from the contractual documents of the microinsurance plan.

Sole paragraph. The provision of assistance services shall be linked to the validity period of the microinsurance and shall be presented in a separate document as set forth in the head of this Article.

Art. 67. The provision of assistance services linked to the microinsurance plan shall not:

- a) specify payments in cash or reimbursements to the insured/participant in any form.
- b) be considered in the structuring of the Actuarial Technical Note;
- c) have its cost, if any, aggregately charged to the commercial premium/contribution; and
- d) be supplied directly by the insurance company/open complementary pension fund entity.

Art. 68. The microinsurance plans that include the cession of rights of capitalisation bonds by the insurance company/open complementary pension fund entity shall observe the dispositions set forth in the specific rule.

Art. 69. It is forbidden to contract services of financial assistance linked to pension fund plans equivalent to the microinsurance plans.

CHAPTER X REGISTRATION AND COMMERCIALISATION OF MICROINSURANCE PLANS

Art. 70. Insurance companies/open complementary pension fund entities that meet specific conditions to work and operate with microinsurance shall register the microinsurance plans at the Susep office, including their general conditions or their regulations and, if applicable, their special conditions and actuarial technical note, prior to the commercialisation, strictly observing the provisions set forth in this circular.

§1 Microinsurance plans shall be accompanied by a commitment letter signed by the board of the insurance company/open complementary pension fund entity, according to the forms established in the Manual of Electronic Registration of Processes.

§2 According to the terms of specific legislation, pension plans can only be the object of commercialisation after their prior approval by Susep.

Art. 71. Susep may order the suspension of commercialisation of the microinsurance plan due to its inadequacy with regards to this circular or its incompatibility with the microinsurance definition.

CHAPTER XI GLOSSARY

Art. 72. Glossaries used in the microinsurance plans shall comply with the definitions contained at the Susep portal and, whenever possible, shall use simple terminology easily understood by the insured/participant.

CHAPTER XII FINAL DISPOSITIONS

Art. 73. It is hereby prohibited to contract more than one microinsurance covering the same object or interest, except in cases of individual microinsurance, observing the provisions set forth in the subsequent Article.

Art. 74. It will only be permitted to contract up to two individual microinsurance plans for the same covered risk(s) for the same insured/participant, per insurance company/open complementary pension fund entity, during the time when the validity periods overlap.

§1 The sum of the insured amounts or benefits of individual microinsurance plans for the same covered risk contracted in the form set forth in the head of this Article cannot exceed the maximum limits established in Article 8 of this Circular.

§2 The existence of a third individual microinsurance contract for the same risk covered for the same insured/participant, with the same insurance company/open complementary pension fund entity, shall be considered, for all purposes, as a contract of life insurance/traditional pension fund plan, subjecting the insurance company/open complementary pension fund entity to penalties applied in case of noncompliance with this regulation.

Art. 75. Litigations between the insured/participant or beneficiary and the insurance company/open complementary pension fund entity involving issues related to microinsurance shall always be processed by the jurisdiction of the insured/participant or beneficiary, as appropriate.

Art. 76. It is strictly forbidden to charge for the issuing of a policy in the microinsurance contracting process.

Art. 77. Microinsurance plans referred to in this regulation can only be commercialised by insurance companies/open complementary pension fund entities that meet the specific conditions for working and operating with microinsurance.

Art. 78. This Circular shall enter into force on the date of its publication.

CARLOS ROBERTO AMORELLI DE FREITAS
Delegate Superintendent