

**ATTIVA** | commercio**ATTIVA, CREA, DISTRIBUISCI**

## ATTIVA Commercio

A unitary insurance policy of a modular nature that enables the Policyholder to flexibly add or remove the specific Forms of cover provided in the Modules that make up Attiva Commercio:

Information Set Modulo Generale - 23.10.2021 Edition

Modulo Prevenzione e Assistenza Information Set - 23.10.2021 Edition Modulo Protezione dell'Attività

Information Set - 24.07.2021 Edition

The Summary Sheet is also an integral part of ATTIVA Commercio.

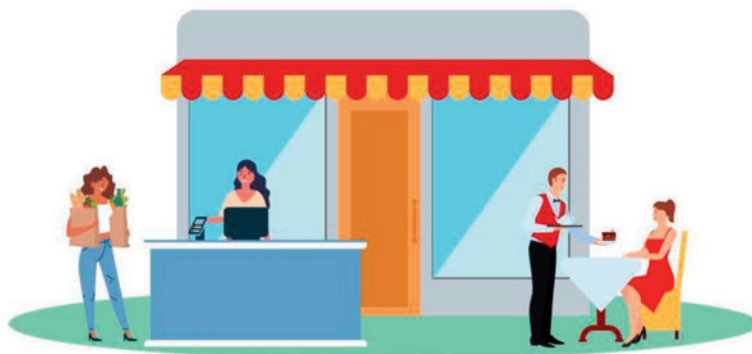
The Pronto Avvocato Service, the Prevenzione e Assistenza services and the Modulo Protezione della Continuità Forms of cover must be combined with at least one of the added Modules.

*A simple and clear policy:*

*The policy is drafted according to the Guidelines of the Technical Table 'Simple and Clear Policies' coordinated by ANIA.*

Last updated: 23.10.2021

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## ATTIVA CREA DISTRIBUISCI!

This Information pack for Modulo Generale (23.10.2021) edition consists of:

- The policy information document (DIP) for Modulo Generale
- The Additional information document for Modulo Generale
- Terms of Insurance for Modulo Generale

**ATTIVA Commercio** is the prevention, assistance and protection programme designed to help you better realise your business goals.

Attiva Commercio helps you take care of your premises, your assets, combining the maximum protection offered by our insurance forms of cover with Prevenzione e Assistenza services with the aim of staying close to you and your business.

### Choose

- **Prevention services** also with advanced technological tools
- **Assistance services**, to quickly solve an unforeseen problem
- **Guarantees and levels of protection**

**Change your combination** according to your specific needs and the market context. You can protect your real estate as a whole or for the specific areas you need. With a single solution you can insure several properties in different locations.

**Keep everything under control in the** Customer Area or on the MyGenerali App, just a few clicks away.



Discover the advantages and services of ATTIVA Commercio by consulting this information set: **a simple and immediate guide**, with sections dedicated to contractual documents, purchased Forms of cover and sample consultation boxes to make the most of the insurance solution you have chosen. To have a Life Partner at your side and offer your business the best, every day.

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Full pre-contractual and contractual information about this insurance is provided in other documents.

### What kind of insurance is it?

Attiva Commercio is a unitary insurance of a modular nature intended for companies in the trade sector that allows the policyholder to flexibly add or deadd the specific Non-Life Forms of cover that make up the product. These forms of cover are intended for owners of real estate units who rent them out to companies in the trade sector.

The Modulo Generale contains the General Conditions of Insurance applicable to all available Forms of cover.

Generali Italia may also supplement the product by offering new Non-Life Forms of cover, which will be made available by updating and publishing the new version of the product itself on the website: [www.generali.it](http://www.generali.it).



### What is insured?

Attiva Commercio covers the risks related to the Guarantees activated by the Policyholder from among those provided for in the individual Modules indicated below, which currently make up the product:

#### Modulo Prevenzione e Assistenza

- ✓ Pronto Avvocato
- ✓ Assistenza Commercio
- ✓ Assistenza per la protezione dei dati digitali
- ✓ Assistenza in mobilità

#### Modulo Protezione dell'Attività

- ✓ Fire and other events (socio-political, atmospheric, plant breakdown, catastrophic)
- ✓ Theft

#### Modulo Protezione Digitale

- ✓ Electronic machines (all risks)
- ✓ Cyber Risk (computer system damage, liability, legal protection)

#### Modulo Protezione della Continuità

- ✓ Business Interruption
- ✓ Indirect Damage
- ✓ Higher Expenses from
- ✓ Theft

#### Modulo Protezione del Patrimonio

- ✓ Liability towards third parties and employees
- ✓ Legal protection

#### Modulo Protezione della Mobilità

- ✓ Damage to transported goods and equipment
- ✓ Legal Protection on the Road

For detailed information on the content of the Guarantees provided in the individual Modules that make up Attiva Commercio, please refer to the DIPs of the Modules themselves.



### What is not insured?

Attiva Commercio does not insure losses that, for each of the Guarantees of the Modules that make up the product, are indicated in the exclusions set out in the insurance conditions relating to the specific guarantee and are marked in bold.

For detailed information on the exclusions relating to the Guarantees contained in the individual Modules that make up Attiva Commercio, please refer to the DIPs of the Modules themselves.



### Are there any coverage limits?

The Covers relating to the Modules that make up Attiva Commercio are provided with application of:

- ! Limits of compensation;
- ! Deductibles (a deductible being the amount, in a fixed amount, that is deducted from the compensation in the event of a claim);
- ! Overdraft (meaning the percentage of indemnifiable damage that remains the responsibility of the Insured);
- ! shortcomings;
- ! causes of suspension;

as provided for in the SPECIAL CONDITIONS of the Modules comprising the product and marked in bold.

For detailed information on the coverage limits of the Guarantees contained in the individual Modules that make up Attiva Commercio, please refer to the DIPs of the Modules themselves.



## Where does the cover apply?

The territorial scopes of operation for the individual Forms of cover are contained in the DIPs of the respective Modules.



## What are my obligations?

When activating the specific forms of cover, you have a duty to make true, accurate and complete declarations about the risk to be insured and to notify changes that aggravate the insured risk during the term of the policy. Further obligations apply in the event of a claim, as specified in the DIPs of the respective modules. Untruthful, inaccurate or reticent declarations, failure to communicate the aggravation of risk, and failure or delay in reporting a claim may result in the total or partial loss of compensation.



## When and how do I pay?

The first premium or the first premium instalment shall be paid to the Agency to which the policy is assigned or to Generali Italia when the policy is issued; subsequent premiums or premium instalments shall be paid no later than 30 days after the expiry date.

It is possible to agree on instalments of the annual premium under the following conditions:

- monthly, with SDD direct debit without any surcharge;
- quarterly, with a surcharge of 3.0%;
- half-yearly, with a surcharge of 2.5%.

Insured sums, limits of compensation and premium for the covers may be adjusted annually in proportion to changes in the cost-of-living index.

The premium can be paid in the following ways:

- in cash if the annual premium does not exceed € 750.00;
- via POS or, if available, other electronic means of payment;
- by means of a postal current account slip payable to Generali Italia or to the broker;
- by non-transferable bank draft payable to Generali Italia or to the broker;
- by non-transferable bank or postal cheque made payable to Generali Italia or to the broker;
- by bank transfer to a current account made payable to Generali Italia or to a dedicated account of the broker;
- with permanent debit authorisation on current account (SDD);
- other methods offered by the banking and postal services.



## When does the coverage start and end?

The Insurance starts from the date of activation of the first Form of cover (the Initial cover) and automatically terminates six months after the expiry date of the last outstanding Form of cover.

The Forms of cover - including the Initial cover - commence with the duration established for each of them and indicated in the Policy. For the Forms of cover added after the Initial cover, the expiry day, month and year always coincide with the expiry day, month and year of the Initial cover.

For the purposes of the above, for the Subsequent covers that are not stipulated on the same day of the same month as the Initial cover, there is an initial intra-annual time period in addition to the period of duration provided for each of them.



## How can I cancel my policy?

The Insurance cannot be terminated and shall remain in force as long as even one of the added Forms of cover remains in force. The cancellation rules for the individual Forms of cover are contained in the DIPs of the respective Modules.

# Modular insurance covering enterprises in the trade sector

Additional pre-contractual information document for non-life insurance products  
(Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: ATTIVA Commercio - Modulo Generale

Edition: 23.10.2021



**This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.**

**The Policyholder must read the Terms of Insurance before signing the policy.**

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchesa, 14 - 31021 Mogliano Veneto (Treviso) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com).  
Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).  
Solvency Capital Requirement: € 8,217,950,961.75  
Minimum Capital Requirement: € 3,180,739,318.67  
Eligible Own Funds: € 17,610,296,018.45  
Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016).

The policy is governed by Italian law.



## What is insured?

### MODULO PREVENZIONE E ASSISTENZA

No additional information other than that provided in the DIP Non-Life document.

#### MAIN OPTIONS WITH REDUCED PREMIUM

The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

#### MAIN OPTIONS WITH PREMIUM INCREASE

The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

### MODULO PROTEZIONE DELL'ATTIVITÀ

No additional information other than that provided in the DIP Non-Life document.

#### MAIN OPTIONS WITH REDUCED PREMIUM

The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

#### MAIN OPTIONS WITH PREMIUM INCREASE

The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

### MODULO PROTEZIONE DIGITALE

No additional information other than that provided in the DIP Non-Life document.
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

## MODULO PROTEZIONE DELLA CONTINUITÀ

No additional information other than that provided in the DIP Non-Life document.
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

## MODULO PROTEZIONE DELL'ATTIVITÀ

No additional information other than that provided in the DIP Non-Life document.
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules

## MODULO PROTEZIONE DELLA MOBILITÀ

No additional information other than that provided in the DIP Non-Life document.
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
The options relating to the individual Forms of cover are contained in the Additional DIP of the respective modules



## What is NOT insured?

## MODULO PREVENZIONE E ASSISTENZA

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DELL'ATTIVITÀ

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DIGITALE

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DELLA CONTINUITÀ

Excluded risks	No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DEL PATRIMONIO

Excluded risks	No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DELLA MOBILITÀ

Excluded risks	No additional information other than that provided in the DIP Non-Life document.
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### Are there any coverage limits?

The coverage limits are also detailed, service by service, in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

## MODULO PREVENZIONE E ASSISTENZA

No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DELL'ATTIVITÀ

No additional information other than that provided in the DIP Non-Life document.
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## MODULO PROTEZIONE DIGITALE

No additional information other than that provided in the DIP Non-Life document
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## MODULO PROTEZIONE DELLA CONTINUITÀ

No additional information other than that provided in the DIP Non-Life document
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## MODULO PROTEZIONE DEL PATRIMONIO

No additional information other than that provided in the DIP Non-Life document
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## MODULO PROTEZIONE DELLA MOBILITÀ

No additional information other than that provided in the DIP Non-Life document
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### What obligations do I have? What obligations does the Insurer have?

What to do in the event of a claim?	<b>Reporting the claim:</b> The procedures for reporting claims relating to individual covers are contained in the Additional DIP of the respective modules.
	<b>Direct/network assistance:</b> The existence of conventions relating to individual covers is indicated in the Additional DIP of the respective modules.
	<b>Management by other companies:</b> Claims management for individual covers is indicated in the Additional DIP of the respective modules.
	<b>Time-barring:</b> All rights deriving from the policy, other than the right to payment of the premium instalments (which is limited to one year from the individual due dates), will lapse within two years from the date on which the relevant event occurred (Art. 2952 of the Italian Civil Code). In the case of third-party liability insurance, the two-year limitation period runs from the day on which the third party claimed compensation from the Insured or took legal action against the Insured to claim compensation.
False declarations or withholding of information	No additional information other than that provided in the DIP Non-Life document.
Obligations of the Insurer	Generali Italia's obligations in relation to the individual covers are indicated in the Additional DIP of the respective modules. The exercise of the right of Cancellation for reconsideration renders any claim that may have been filed null and void.



## When and how do I pay?

<b>Premium</b>	No additional information other than that provided in the DIP Non-Life document.
<b>Refund</b>	If the policy was sold online, where the Policyholder exercises the right of cancellation Generali Italia will reimburse the premium paid, net of taxes, within 30 days from receipt of the notice of cancellation. In the event of Cancellation from one or more Forms of cover, carried out in accordance with the terms and conditions of insurance of each Module that make up the product, the Policyholder has the right to the reimbursement of the premium instalment paid and not due, net of taxes.



## When does the coverage start and end?

<b>Duration</b>	No additional information other than that provided in the DIP Non-Life document.
<b>Suspension</b>	It is not possible to suspend the insurance cover during the policy.



## How can I cancel the policy?

<b>Cooling-off period</b>	If the policy was sold online, the Policyholder may cancel within 14 days after taking out the policy, by sending a written request to the branch handling the policy or to Generali Italia, by registered post or certified e-mail.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information other than that provided in the DIP Non-Life document.



## Who is this policy designed for?

ATTIVA Commercio is aimed at owners of real estate units who rent them out to public establishments and companies in the retail and wholesale trade sector. Certain craft activities, such as hairdressing and tailoring, are considered as commercial activities.



## What costs do I have to bear?

Brokers retailing the ATTIVA Commercio insurance receive on average 20.30% of the taxable premium paid by the policyholder for commission-type remuneration.

## HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	Any complaints about the contractual relationship or claims handling should be sent in writing to Generali Italia S.p.A. - Customer Protection - Via Leonida Bissolati, 23 - Rome 00187 - e-mail: <a href="mailto:reclami.it@generali.com">reclami.it@generali.com</a> . The business unit responsible for handling complaints is Customer Protection.
<b>To IVASS</b>	In the event of an unsatisfactory outcome or a reply later than 45 days (or 60 days if the complaint concerns the conduct of the Agent, including its employees and collaborators), he/she may contact IVASS (Insurance Supervisory Authority) - Consumer Protection Service - Via del Quirinale, 21 - 00187 Rome, attaching to the complaint the documentation relating to the complaint handled by Generali Italia. In these cases and for complaints concerning compliance with sector regulations that must be submitted directly to IVASS, the complaint must contain: <ul style="list-style-type: none"> <li>• The name, surname and address of the complainant, with telephone number if applicable;</li> <li>• Details of the person(s) whose actions are complained of;</li> <li>• A brief but comprehensive description of the grounds of the complaint;</li> <li>• A copy of the claim sent to the company or broker and any response received;</li> <li>• Any document providing a fuller description of the relevant circumstances.</li> </ul> The IVASS complaints form can be found on the website <a href="http://www.ivass.it">www.ivass.it</a> . For the resolution of cross-border disputes, a complaint may be filed with IVASS; alternatively the competent foreign regulator can be contacted using the FIN-NET procedure ( <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a> ).

## BEFORE TAKING LEGAL ACTION, alternative dispute resolution systems can be used, such as:

<b>Mediation</b>	In cases where a policy appraisal has already been carried out, or in cases not related to the determination and estimation of damages, the law provides for compulsory mediation with the option of assisted negotiation. Requests for mediation with Generali Italia must be submitted in writing to the Legal office at: Generali Italia S.p.A., Ufficio Atti Giudiziari (Area Liquidazione) - Via Silvio d'Amico, 40 - 00145 Rome - Fax 06.44.494.313 - e-mail: <a href="mailto:generali_mediazione@pec.generaligroup.com">generali_mediazione@pec.generaligroup.com</a> . A list of mediation bodies is available on the Ministry of Justice website: <a href="http://www.giustizia.it">www.giustizia.it</a> .
<b>Assisted negotiation</b>	The parties can still apply to the Judicial Authorities following the mandatory attempt at mediation, with the option of assisted negotiation, by sending a request, through a lawyer, to Generali Italia according to the procedures indicated in Decree Law No. 132 of 12 September 2014 (converted into Law No. 162 of 10 November 2014).
<b>Alternative dispute resolution systems</b>	Information on other dispute resolution methods related to individual Forms of cover is given in the Additional DIP of the respective modules.

**NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA AFTER YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.**

## STRUCTURE OF THE POLICY

The 'ATTIVA Commercio' insurance policy includes the following documents:

- 1) The Modulo Generale containing the **General Conditions of Insurance** applicable to all available Forms of cover;
- 2) Modules containing the **Special Conditions** applicable to the individual Forms of cover that can be added; these regulate all aspects not covered by the General Conditions of Insurance;
- 3) **Policy and Summary Sheet** as updated over time after requests by the Policyholder to add or remove the available Forms of cover.

## PRE-CONTRACTUAL POLICY DOCUMENTATION

The pre-contractual documentation for 'Attiva Commercio' includes:

- 1) **The DIP and Additional DIP**, for this Modulo Generale;
- 2) **The DIP and Additional DIP**, for the Forms of cover in each Module.

## GENERAL CONDITIONS OF THE INSURANCE POLICY

### Art. 1 Definitions

In the "ATTIVA Commercio" insurance policy, the following terms will have the following meanings:

### Art. 1 Definitions

In the "Attiva Commercio" insurance contract, the terms below are given the meaning specified herein:

<b>Insured</b>	The natural or legal person whose interest is protected by the insurance.
<b>Insurance</b>	The 'ATTIVA Commercio' insurance policy.
<b>General Conditions of Insurance</b>	Terms and conditions set out in this Modulo Generale, which, together with the respective Special Conditions, govern the insurance cover provided by the Insurance.
<b>Special Conditions</b>	The specific terms and conditions set out in the Modules governing each form of cover.
<b>Policyholder</b>	The natural or legal person taking out the insurance.
<b>Loss</b>	The detrimental consequences for the Insured arising from the claim.
<b>Forms of cover</b>	The specific forms of insurance cover that can be added or removed even individually, on the initiative of the Policyholder. They provide for the payment of an compensation, reimbursement or service in the event of a claim.
<b>Initial Cover</b>	The cover in place or all the forms of cover taken
<b>Subsequent Cover</b>	The Forms of cover added after the start date of the Initial Cover (individually "Subsequent Cover").
<b>Generali Italia</b>	The insurer Generali Italia S.p.A., headquartered in Mogliano Veneto, Via Marocchesa 14
<b>Compensation</b>	The sum payable by Generali Italia in the event of a claim.
<b>Modulo Generale</b>	This document contains the General Conditions of Insurance.
<b>Module</b>	The document containing the Special Conditions of Forms of cover.
<b>Alignment Period for Subsequent Cover</b>	The first intra-annual commencement period of the Subsequent Cover necessary to ensure that each Subsequent Form of cover expires on the same day of the same month as the initial Form of cover.

<b>Policy</b>	Document evidencing the insurance and defining, together with the Summary Sheet, the scope of all the operative forms of cover.
<b>Premium</b>	The sum owed by the Policyholder to Generali Italia for taking out the Insurance.
<b>Reimbursement</b>	Sum payable by Generali Italia as a result of an unjust damage in the event of Third Party Liability.
<b>Single Annual Due Date</b>	The same day as the annual expiry date of the Initial Cover and the Subsequent Cover determined by the Alignment Period of the Subsequent Cover.
<b>Summary Sheet</b>	Document defining, together with the Policy, the premium of all active Forms of cover
<b>Accident</b>	The occurrence of the harmful event for which the Insurance is provided.
<b>Related non-insurance services</b>	Services of a non-insurance nature which are offered as an ancillary and functional part of the Insurance cover.

## **Art. 2 Coordination Clauses**

The General Conditions of Insurance set out in this Module constitute the common rules for all the Forms of cover chosen by the Policyholder.

The provisions of the Special Conditions are the special rules that apply to any Forms of cover added or removed from time to time. They govern all aspects that are not governed by the General Conditions, and may supplement them or, if expressly indicated, also vary them.

## **Art. 3 Assessment of consistency**

Generali Italia will carry out an assessment of consistency on the requested forms of cover, based on the information provided by the Policyholder at the time those forms of cover are added.



## **What is insured?**

## **Art. 4 Purpose and operation of the Insurance**

"Attiva Commercio" is a single, modular insurance policy that allows the Policyholder, in agreement with Generali Italia, to flexibly add and/or remove the specific Forms of cover provided in each the Modules, based on the Policyholder's needs and the choices made during the insurance relationship.

For each Module, the Forms of cover are divided into Basic Forms of cover and Optional Forms of cover. The optional Forms of cover may only be added if the respective Basic Form of cover is active and the deactivation of the latter also entails the deactivation of the respective optional Forms of cover.

With reference to the Modulo Prevenzione e Assistenza, the Forms of cover and services provided therein are functionally linked to the Forms of cover of the other Modules and are therefore added and removed only in conjunction with the latter.

Generali Italia may also supplement the "Attiva Commercio" insurance policy with the offer of new Forms of cover, which will be made available in the updated version of the product as published on the website [www.generali.it](http://www.generali.it).

The Policyholder may then add these new Forms of cover:

- under the current insurance policy;
- without the need to replace the existing policy;
- without affecting the validity or operativity of the Special Conditions of Insurance that were previously accepted.

The Insurance is provided for the forms of cover and for the sums insured, up to the compensation limits and with the application of the fixed and percentage excesses (exclusively for the Non-Life cover) specifically agreed and reported in the Policy and in the Summary Sheet.

The Forms of cover:

- will be added or removed at the request of the Policyholder, by means of the Policyholder's signature on the appropriate documentation produced by Generali Italia. The Forms of cover may be removed in accordance with the terms and procedures in Art. 16 below, in compliance with the rules of interdependence between the Forms of cover as indicated in the Special Conditions of each Module;



- where added or removed, will result in the production of an updated Policy and Summary Sheet, the new version of which, together with the relevant Insurance Terms and Conditions, will be provided to the Policyholder so as to ensure an up-to-date representation of the Policyholder's insurance position during the course of the insurance relationship;
- where added or removed, will not affect any insurance policy other than the "ATTIVA Commercio" policy.

#### **Art. 5 Provision of non-insurance services related to specific Forms of cover**

The inclusion of certain forms of cover also enables the Policyholder to access a range of non-insurance services, including those provided by third parties, which are connected or related to that type of coverage. Access to these non-insurance services requires the Policyholder's express acknowledgement and acceptance of the general conditions governing the provision of the services, and signature of the appropriate documentation.



#### **What obligations do I have? What obligations does the Insurer have?**

#### **Art. 6 Insurance held with different insurers**

The Policyholder or the Insured<sup>1</sup> must notify Generali Italia in writing of the existence or subsequent conclusion of other insurance policies for the same risk, except for policies taken out on their behalf by a third party as a result of legal or contractual obligations, and insurance for which they hold collateral as an ancillary Cover for other services (e.g. in connection with travel tickets, current accounts, credit cards, property or mortgage loans).

#### **Art. 7 Declarations by the Policyholder**

Generali Italia will determine the premium on the basis of the declarations made by the Policyholder/Insured in relation to the data and circumstances requested.

If the Policyholder provides inaccurate or partial information about circumstances affecting the assessment of the risk, they may lose all or part of the compensation and the insurance may be terminated<sup>2</sup>.

The Insured must also notify Generali Italia in writing of any change in the risk that may aggravate or reduce it<sup>3</sup>.

- ✓ For example, the temporary removal of fixtures and fittings in the event of renovation of the insured dwelling constitutes an aggravation of risk, with respect to Theft cover, or the presence or storage of large quantities of flammable material with respect to Fire cover.
- On the other hand, the installation of an alarm system connected to an operational surveillance centre constitutes a reduction in risk with respect to Theft cover, or the installation of a system for detecting smoke and/or the temperature inside the home with respect to cover for the risk of Fire.

#### **Art. 8 Business Activity Codes**

The insurance is provided on the basis of the explicit declaration by the Policyholder/Insured Person that the commercial activity exercised is identified with the one identified in the list that follows by the "activity code" indicated in the policy and by the "secondary activity code", if any.

Warehousing and/or display activities are also considered "commercial activities" as long as they are dependent on and connected to commercial activities.

Where the list does not describe activities but goods, it is to be understood as 'sale and/or display and/or storage'.

Also included - unless specifically excluded - are all operations, including mechanical operations, normally pertaining to and necessary for the activity in question, provided they are accessory in nature.

Limited to the Third Party and Employer's Liability and Legal Protection Covers, any rental activities shall be deemed to be included only if expressly indicated in the description of the activity.

The tariff category is represented by a number expressing, for each activity, the degree of "dangerousness" of the risk in relation to the cover provided, for the purposes of determining the premium. In particular:

- Modulo Protezione dell'Attività: Fire Insurance: 1, 2 and 3; Theft Insurance: 1, 2, 3, 4 and 5;
- Modulo Protezione del Patrimonio: Third Party and Employers Liability Insurance: 1, 2, 3 and 4; Legal Protection Insurance: 1 and 2;
- Modulo Protezione della Mobilità: Goods and Transported Equipment Insurance: 1, 2, 3 and 4.

The degree of risk is increasing as the tariff category number increases (1: less serious risks; 2, 3, 4, 5: more serious risks).

For the Forms of cover under Fire, Theft, Goods and Transported Equipment, Civil Liability towards

Third Parties and Employers and Legal Protection, the indicated tariff category shall also include risks pertaining to goods or activities other than those specified in the policy, provided that they are covered by tariff categories with the same or a lower number.

This does not apply to Third Party Liability and Employment Practitioner Insurance if the activity actually performed requires a specific qualification under the law.

For Fire and Theft Insurances, goods belonging to activities in higher tariff categories and goods that cannot be insured for the Section (e.g. furs for the Theft Section) are included with an aggregate compensation limit of 25% of the sum insured.

For the Modulo Prevenzione e Assistenza covers operate independently of the declared activity code.

If the "secondary business activity code" is also indicated in the policy, the numbers of the tariff categories shown will be the higher of the two activity codes.

Insurance cover is provided on the basis of the explicit declaration by the Policyholder/Insured Person that the commercial activity exercised is identified with that identified in the list that follows by the "activity code" indicated in the policy and by the "secondary activity code", if any.

Warehousing and/or display activities are also considered "commercial activities" as long as they are dependent on and connected to commercial activities.

Where the list does not describe activities but goods, it is to be understood as 'sale and/or display and/or storage'.

Also included - unless specifically excluded - are all operations, including mechanical operations, normally pertaining to and necessary for the activity in question, provided they are accessory in nature.

For Fire Insurance, the tariff category is represented by a number (1, 2 and 3) that expresses, for each activity, the degree of "dangerousness" of the risk in relation to the Cover provided, for the purposes of determining the premium.

The degree of risk is increasing as the tariff category number increases (1: less serious risks; 2 and 3 more serious risks).

If the "secondary activity code" is also indicated in the policy, the numbers of the tariff categories shown will be the higher of the two activity codes.

The list of activity codes is given at the end of this Form.

#### **Art. 9 Communication between the parties**

All communications required from the Policyholder must be made in writing, including by certified electronic mail (PEC) and must be sent to the branch handling the policy or to Generali Italia, at its head office.

The communications that Generali Italia is required to make when providing the Insurance cover must be made in writing, in accordance with the procedures and the addresses agreed with the Policyholder in the Framework Agreement on insurance distribution.

#### **Art. 10 Applicable law and jurisdiction**

The policy is governed by Italian law.

**The sole place of jurisdiction for disputes about the policy will be the headquarters or place of residence or domicile of the Policyholder, the Insured or their assignees.**

For policy disputes, judicial proceedings must be preceded by mediation proceedings initiated by filing an application with a mediation body at the place of the court having territorial jurisdiction referred to in the first paragraph.<sup>4</sup>

#### **Art. 11 Restrictive Measures - International Sanctions**

Generali Italia is not obligated to provide insurance coverage or to pay a claim or a service under this policy if to provide such insurance coverage, pay such a claim or provide a service under this policy would expose Generali Italia to sanctions, including financial or commercial sanctions, prohibitions or restrictions deriving from United Nations resolutions, laws or regulations of the European Union, of the United States of America, of the United Kingdom or of Italy.





## When and how do I pay?

### **Art. 12 Payment of Premium - Commencement of Cover - Means of Payment of Premium - Right to afterthought**

The premium is a single premium and must therefore be paid through a single payment instruction, for all Forms of cover. The amount of the premium will vary over time, depending on which forms of cover have been added or removed.

The Policyholder will also pay an additional premium to cover the Alignment Period in the cases of activation of Subsequent Cover as provided for in the second paragraph of Art. 15 below.

The Insurance will take effect from the start date of the Initial Cover foreseen in Art. 14 below, if the premium or the first instalment of premium has been paid by that date - or, for the Subsequent Cover, the supplement referred to in the previous paragraph; otherwise it will take effect from midnight on the day of payment, without affecting the deadlines stated in the Policy.

The cover, including any Subsequent Cover, will start at midnight on the day indicated in the Policy for each type, with the duration established in the Special Conditions, and will be effective if the premium or the first instalment of the premium has been paid on that date; otherwise, at midnight on the day of payment.

The premium or premium instalments may be paid to the relevant branch or to Generali Italia. The premium can be paid:

- in cash if the annual premium does not exceed € 750.00;
- by card machine or other electronic means of payment; in this case the premium is deemed to be paid on the day of physical execution of the transaction;
- by bank transfer into a current account in the name of Generali Italia or into a dedicated account of the broker. Without prejudice to the effective date indicated in the Policy, the premium will be understood to be paid on the day of the physical transaction of the transfer order, or on the value date of the debiting of the account, whichever is the later, subject to successful processing of the payment and crediting of the current account in the name of Generali Italia or the broker;
- with a direct debit authorisation (SDD) or credit card; subject to the successful processing of the transaction, subject to the successful processing of the transaction, for the first instalment the premium is understood to be paid on the day the SEPA mandate is signed or the permanent debit authorisation is granted on a credit card; for subsequent instalments, on the dates stated in the Policy;
- if the premium is debited from a current account or credit card and the annual premium is split into several instalments, in the event of non-payment of even a single instalment, the cover will be suspended from midnight on the thirtieth day after the instalment was due. In the event of suspension, the cover will reattach from midnight on the day on which the Policyholder pays - by bank transfer or in-branch - all the instalments which have fallen due and have not been paid, and the part of the premium remaining to complete the insurance year. If there is a change in the current account on which the direct debit procedure operates, the Policyholder must notify Generali Italia immediately;
- by postal current account slip payable to Generali Italia or to the broker, in his/her capacity as such, to a dedicated postal current account<sup>4</sup>. If the premium is paid by postal giro slip, the premium payment date and, therefore, the effective date of the Cover coincides with the date stamped by the post office;
- by non-transferable bank draft made payable to Generali Italia or to the broker in its capacity as such; in this case, the premium will be deemed to have been paid on the day of delivery of the draft;
- by non-transferable bank or postal cheque made payable to Generali Italia or to the broker in its capacity as such; in this case the premium will be deemed to have been paid on the day of delivery of the cheque, subject to cashing and without prejudice to the broker's right to request payment of the premium by other methods among those provided for in this article, in compliance with the principle of correctness and good faith;
- other methods offered by the banking and postal services.

If the Policyholder fails to pay the subsequent premiums or premium instalments, the insurance cover will remain suspended from midnight on the thirtieth day after the payment due date and will reattach at midnight on the day of payment; the subsequent due dates and the right of Generali Italia to receive payments of the premiums due will remain unchanged<sup>5</sup>. The premium, even if divided into several instalments, is due for the entire annual insurance period.





**IMPORTANT:** the payment of the premium or of the premium instalment, when due, is a necessary condition for the operativity and validity of the insurance. In the absence of such payment, the policy, even if signed, will not be valid.



**Subject to completion:** the cover will be effective from the effective date or from the subsequent due dates indicated in the Policy, even if the premium amounts have not yet been received by Generali Italia; this is on condition that the premium payment is subsequently credited. Otherwise, the cover will not apply or will remain suspended.



It is advisable to check the expiry date of the premium or individual premium instalments, and the payments made, in the "My Generali" reserved area, which can be consulted after registering on the website [www.generali.it](http://www.generali.it) or via the My Generali app.

### **Indexing**

If the policy is index-linked, as stated in the Policy statements, at each Single Annual Due Date, the sums insured, limits of compensation and premium are subject to adjustment in proportion to changes in the cost of living index (ISTAT general national index of consumer prices for blue- and white-collar households).

The amount of the adjustment is determined by comparing the monthly index published by ISTAT for the third month prior to the premium due date with the similar index for the same month of the previous year. In the event of a delay in the publication of the index for the month as identified above, reference shall be made to the available index of the nearest preceding month.

In any case, if the comparison of the indices results in an increase of less than 2%, the latter value is adopted as the adjustment.

Indexation is not foreseen for the Forms of cover of the Modulo Prevenzione e Assistenza and for the Forms of cover of the Modulo Protezione dell'Attività if the relevant premium is adjustable.

Either Party may waive the adjustment in the future by sending a registered letter or PEC to the other Party at least 60 days before the annual expiry date, in which case the insured sums, limits of compensation and premium shall remain those resulting from the last adjustment.

**However, the following items are not subject to adjustment:**

- any excesses which are expressed in absolute figures,
- minimum and maximum percentage excesses
- all amounts expressed as percentages

### **Art. 13 Charges**

All charges, present and future, relative to the premium, the compensation, the Policy and the related documents, will be borne by the Policyholder even if paid in advance by Generali Italia.



### **When does the cover start and when does it end?**

### **Art. 14 Duration of the Insurance and of the individual Forms of cover**

The selection of at least one of the Forms of cover from the available Modules (**Initial Cover**) is required for the Insurance to be activated and for the Policy to be issued.

The Insurance runs from the start date of the Initial Cover and ends automatically, six months after the date of termination of the last existing form of cover.

The start and expiry dates of each form of cover are indicated in the Summary Sheet.

### **Art. 15 Alignment Period for Subsequent Cover**

To ensure that the premium and the payment dates of periodic payments correspond, in accordance with Art. 12 above, the day and month of expiry of any forms of cover added after the Initial Cover (**Subsequent Cover**) will always coincide with the day and month of the annual expiry date of the Initial Cover (**Single Annual Expiry Date**).

Consequently, for any Subsequent Cover that was not stipulated on the same day of the same month as the "Initial Cover", there will be an initial intra-annual commencement period, in addition to the duration period stated in the Special Conditions for each of them (the "**Next Cover Alignment Period**").

The Alignment Period for the Subsequent Cover will commence for each form of cover:



- from the start date of the Subsequent Cover, ending on the expiry date of the Initial Cover in the case of annual automatic renewal;
- from the start date of the Subsequent Cover, ending on the date scheduled for payment of the annual premium for the Initial Cover, if the duration of that Cover is longer than one year.

Once the relevant Alignment Period has ended, the Subsequent Cover will remain in force without interruption, for the duration indicated in the Policy and governed by the Special Conditions for each form of cover.

The Alignment Period of the Subsequent Cover is indicated for each form of cover in the Policy, as updated during the insurance relationship, and contributes to determining their overall duration.

✓ **EXAMPLE:** Initial annual cover with automatic renewal commencing 01/01/2020 and expiring 31/12/2020. Subsequent Cover Start date 01/06/2020. In such a case, the Alignment Period of the Subsequent Cover runs from 01/06/2020 to 31/12/2020.

✓ **EXAMPLE:** Initial multi-year cover commencing 01/06/2020 and expiring 31/05/2025; annual premium payment on 31/05. Subsequent Cover start date 01/11/2020. In this case, the Alignment Period of the Subsequent Cover runs from 01/11/2020 to 31/05/2021.



### How can I cancel my policy?

#### **Art. 16 Cancellation and termination of different Forms of cover**

The Insurance has the duration stated in

Art. 14. The duration of Non-Life cover will be:

- annual, or
- multi-year, with application of the statutory premium reduction,

as indicated in the Summary Sheet and, on expiry, may be extended for a period of one year and so on thereafter. The Policyholder, or Generali Italia may prevent the extension of cover, by sending a written notice of cancellation at least 30 days before the expiry date and in accordance with Art. 4.

If no indication is given as to which form of cover is to be cancelled, the communication will be considered valid and binding for all the operative Non-Life Cover, without prejudice to the duration provided for each type.

✓ **EXAMPLE:** If there are two active Forms of cover, the first expiring on 31/12/2020 and the second on 31/12/2021, if the Policyholder sends a notice of termination for both Forms of cover with a notice period of 30 days prior to the expiry of the first of the two, the second Form of cover will expire on 31/12/2021, and not on 31/12/2020, when the first Form of cover will expire.

In the case of Non-Life cover with a duration of more than five years, with the application of the legal reduction of premium, the Policyholder may in any case only cancel after the five-year term, by sending written notice of 30 days with effect from the end of the insurance year during which the right of cancellation was exercised.

The Insurance cannot be terminated and will remain in force for as long as even one of Forms of cover provided remains in force, according to the terms in the second paragraph of the preceding Art. 14.

For the communications covered by this provision, the procedures described in Art. 9 above shall be observed.

#### **Art. 17 Post-claim cancellation**

Generali Italia may exercise the right of cancellation in the event of a claim, where provided for specific Forms of cover, and this shall determine the termination exclusively of the specific Form of cover in relation to which it is exercised as well as of the related Forms of cover added in the Modulo Prevenzione e Assistenza. The terms and conditions for exercising the right of Cancellation are governed by the Special Conditions relating to the Form of cover to which it refers.

This right of Cancellation may also be exercised under the same terms by the Policyholder if he stipulates the policy as a Consumer<sup>6</sup>.

If Generali Italia exercises the aforesaid right of Cancellation, the Policyholder may notify its Cancellation from all further active Forms of cover, if any, with effect, for all of them, from the Single Annual Maturity of the current year on the date of Cancellation, if the notice of Cancellation has been sent within 15 days of receipt of the notice of Cancellation for claim by Generali Italia, by registered letter.

### **Art. 18 Cancellation - Right of cooling-off**

If the policy was placed entirely by distance communications, the Policyholder may cancel it within 14 days of its conclusion, by sending a written to Generali Italia (Via Marocchesa 14 - 31021 Mogliano Veneto - TV - Certified email: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com)) or to the branch handling the policy, by registered post or certified email.

Following the notice of cancellation, the policy will be deemed to have had no effect from the outset and therefore the Policyholder and Generali Italia will be released from all contractual obligations.

Consequently, Generali Italia will reimburse the Policyholder with the premium paid, net of taxes, within 30 days of receipt of the notice of cancellation.

The exercise of the right of cancellation will void any claim made.

### **HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?**

#### **Art. 19 Sending of Complaints**

Any complaints about the policy relationship or the management of claims must be sent in writing to:

Generali Italia S.p.A. - Customer Protection - Via Leonida Bissolati, 23 - Roma - CAP 00187 - fax 06 84833004 - email: [reclami.it@generali.com](mailto:reclami.it@generali.com).

The corporate function in charge of handling complaints is Customer Protection.

If the person making the complaint is not satisfied with the outcome or does not receive a reply within 45 days (or 60 days if the complaint concerns the conduct of the Agent, including its employees and collaborators), they can contact IVASS (Istituto per la Vigilanza sulle Assicurazioni) - Servizio Tutela del Consumatore - Via del Quirinale, 21 - 00187 Rome, attaching documentation relating to the complaint, as handled by Generali Italia. In such cases and for complaints concerning compliance with sector regulations that must be submitted directly to IVASS, the complaint must indicate:

- the name, surname and address of the person making the complaint, with a possible telephone number;
- the identification of the person(s) whose actions are complained of;
- a brief but comprehensive description of the reason for the complaint;
- a copy of the complaint submitted to Generali Italia and of any reply received;
- any document that describes more fully the relevant circumstances.

The form for submitting a complaint to IVASS can be downloaded from the website [↓](#) in the Module "For Consumers – Complaints".

For the resolution of cross-border disputes it is possible to file a complaint with IVASS or to activate the competent foreign system through the FIN-NET procedure (by accessing the website [http://ec.europa.eu/internal\\_market/finnet/index\\_en.htm](http://ec.europa.eu/internal_market/finnet/index_en.htm)).

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<sup>1</sup> Art. 1910 oCivil Code.

<sup>2</sup> Articles 1892, 1893, 1894 Civil Code.

<sup>3</sup> Articles 1897 and 1898 Civil Code.

<sup>4</sup> This is the segregated account required under Article 117 "Asset segregation" of Legislative Decree 209/2005 (Italian Insurance Code) and Article 63 "Asset segregation obligation" of ISVAP Regulation 40/2018, which is held by the broker for the collection of insurance premiums.

<sup>5</sup> Art. 1901 Civil Code.

<sup>6</sup> Art. 3 of the Consumer Code.

## LIST OF BUSINESS ACTIVITY CODES

(Art. 8 Business Activity Codes)

ACTIVITY SECTORS
<b>PUBLIC BUSINESS (not coexisting with discos and dance halls)</b>
<b>FOOD AND SIMILAR</b>
<b>CLOTHING AND ACCESSORIES, TEXTILES</b>
<b>FURNITURE, APPLIANCES AND HOUSEHOLD ITEMS</b>
<b>ELECTRICITY, ELECTRONICS, MECHANICS, METALS, OPTICS</b>
<b>VEHICLES, VESSELS AND THEIR ACCESSORIES</b>
<b>SPORT, ROYALTY AND LEISURE</b>
<b>CHEMICAL, PHARMACEUTICAL, MEDICAL AND PERSONAL CARE PRODUCTS</b>
<b>PAPER, WOOD, RUBBER/PLASTICS, CONSTRUCTION</b>
<b>MISCELLANEOUS</b>
<b>ARTISANS ASSIMILATED TO TRADERS</b>
<b>EMPTY EXERCISE</b>

ACTIVITY CODE	ACTIVITY DESCRIPTION	FIRE	THEFT	third party and labour liability	LEGAL PROTECTION	GOODS AND EQUIPMENT TRANSPORTED	Further attributes of the activity
<b>PUBLIC BUSINESS SECTOR (not coexisting with discos and dance halls)</b>							
050	Bar, Cafeteria, Wine Shop - without local kitchen	3	4	2	1	3	C
051	Bar, café, wine bar with local kitchen	3	3	4	2	3	C
055	Patisserie, ice cream parlour and yoghurt parlour with bar service and own production	3	3	3	2	3	C
056	Patisserie, ice cream parlour and yoghurt parlour without bar service	2	2	3	2	3	C; P
060	Restaurant, trattoria, pizzeria, beer garden, sandwich bar, diner, fast food, fry shop, rotisserie	3	3	4	2	3	C
070	Take-away food - pizza, sushi, kebabs	3	2	3	2	3	C
080	Bathing establishments attached to bars or restaurants	3	4	4	2	3	-
<b>FOOD AND SIMILAR sector</b>							
100	Foodstuffs, frozen food, also cleaning and personal hygiene products, including bottled spirits, delicatessen with sales area less than 400 square metres.	2	3	2	1	3	P
101	Foodstuffs, frozen food, also cleaning and personal hygiene products, including bottled spirits, delicatessen with sales area greater than 400 square metres.	2	3	3	2	3	P
105	Water, soft drinks, beer	1	2	1	1	2	-
110	Coffee, tea, spices, colonials in general	1	4	1	1	3	-
115	Cereals, grains, seeds in general, feeds	1	1	2	1	2	-



120	Edible flours and pastes, rice; edible oils and fats; confectionery in general; sugar and substitutes; cocoa, chocolate; jams and preserves	1	2	1	1	3	-
125	Fruit, vegetable products in general	1	1	2	1	2	-
130	Dairy	1	2	1	1	2	-
135	Butchery, delicatessen, poultry, meat (fresh, frozen, deep-frozen)	1	3	2	1	3	-
136	Butcher's shop, delicatessen, poultry shop, also with product preparation and catering	2	3	3	2	3	C
140	Gastronomy shop with own production; production of fresh pasta	2	3	3	2	3	C
145	Bakery	1	2	3	2	3	C; P
150	Fishmonger's, optical products (also preserved and canned)	1	2	2	1	3	-
151	Fishmonger's, fish products, also with product preparation and catering	2	2	3	2	3	C
155	Dairy products (cheese, etc.).	1	3	1	1	3	-
170	Wines, spirits and other alcoholic beverages (for beer, see code 105)	1	3	1	1	4	-
<b>CLOTHING AND ACCESSORIES, TEXTILES sector</b>							
200	General clothing, garments, knitwear and personal linen	2	4	1	1	4	-
201	Leather clothing, leathers	2	5	1	1	4	-
205	Footwear in general	2	4	1	1	4	-
210	Hats and caps	1	1	1	1	2	-
215	Blankets, bedspreads, quilts, linings, household linen	2	3	1	1	3	-
220	Ropes, string, sacks and the like	2	1	1	1	2	-
225	Yarns	2	2	1	1	2	-
230	Gloves, socks, ties, handkerchiefs	2	3	1	1	3	-
235	Mattresses and pillows, excluding mattress-making operations.	3	2	2	1	2	T
240	Haberdashery, embroidery, lace, lace and trimmings	1	3	1	1	2	-
245	Carpets, rugs (for oriental ones, see cod. 265)	2	3	2	1	2	T
250	Leather goods, luggage, travel goods, bags and handbags, belts, wallets, umbrellas	1	5	1	1	4	-
255	Furs and fur skins (not operating the Theft section)	3	NO	1	1	4	-
260	Fabrics, textiles, velvets for furnishings; curtains, tapestries	2	3	2	1	2	T
261	Fabrics, textiles, velvets clothing	2	5	1	1	3	-
265	Oriental carpets	2	5	1	1	4	-
<b>FURNITURE, APPLIANCES AND HOUSEHOLD ITEMS sector</b>							
300	Audiovisual (televisions, video recorders, stereos, radios, car radios, video cameras and other similar apparatus); related accessories and spare parts	3	5	2	1	4	T
305	Household Articles, kitchen utensils, crockery and cutlery, candles, ornaments, medals, cups, plaques.	2	2	1	1	2	-
310	Wallpaper	2	1	2	1	2	T
315	Frames (for antiques and art, see code 805)	2	1	1	1	2	T

320	Household appliances (non-audiovisual) and domestic appliances (sewing and knitting machines, stoves, etc.); accessories and related spare parts	2	3	2	1	2	T
325	Chandeliers and table lamps	3	1	1	1	4	T
330	Children's Articles and furniture, prams (for clothing, see code 200; for toys, see code 720)	2	1	1	1	2	T
335	Furniture in general (for antiques and art, see code 805). Excluding woodworking and upholstery, except for minor adjustments	2	2	3	2	2	T
340	Glasses, mirrors, glassware	1	2	1	1	4	T
<b>ELECTRICITY, ELECTRONICS, MECHANICS, METALS, OPTICS sector</b>							
400	Appliances and materials for plumbing, heating and conditioning	1	1	3	2	2	T
405	Photographic and optical items, including any development and printing operations	2	5	1	1	4	-
410	Appliances scientific, non-electronic scales, mechanisms of precision	2	2	1	1	3	T
415	Electrical Articles and materials, tools electrical (for audiovisual, see code 300)	3	3	2	1	2	T
420	Electronics: personal computers, tablets and laptops, electronic equipment and components, calculators, video games	3	4	1	1	4	T
423	Telephony: mobile phones, including accessories and spare parts	3	5	1	1	4	T
425	Hardware, DIY Articles, agricultural and gardening tools, tools and fittings, metal Articles (for electrical tools, see code 415)	1	2	2	1	1	T
430	Rolled, drawn, profiled, metal ingots (for tin, brass, bronze, lead, copper, stainless steel, see code 431)	1	1	2	1	1	-
431	Rolled, drawn, profiled, cakes of: tin, brass, bronze, lead, copper, stainless steel	1	4	2	1	1	-
435	Machines and mechanisms: agricultural, construction, road, industrial, animal husbandry and gardening, including accessories and spare parts (for tools electrical, see code 415)	1	2	2	1	2	O
440	Coffee machines, cookers, cookers and similar community appliances and for public establishments	2	1	2	1	2	T
445	Duplicating, photocopying and similar machines, typewriters and office equipment and furniture	2	3	2	1	2	T
<b>VEHICLES, VESSELS AND THEIR ACCESSORIES sector</b>							
500	Accessories and spare parts for cars and vehicles in general, excluding repair and maintenance workshop (for audiovisual, see code 300; for tyres, see code 525)	2	4	1	1	2	-
505	Accessories and spare parts for boats and marine engines, excluding repair and maintenance workshop (for audiovisual, see code 300)	2	3	1	1	4	-

510	Motor vehicles, motorbikes, vehicles with engine in general.	1	3	2	1	4	O
511	Bicycles, scooters, including electric scooters, which do not constitute motor vehicles within the meaning of the Highway Code; including the sale of components and accessories and workshop presence.	1	3	2	1	4	T
515	Lubricants (oils and greases)	2	2	1	1	2	-
521	Vessels in general and marine engines, including sale of spare parts and accessories. Excluding shipyards and garaging operations	2	2	3	2	4	O
525	Tyres and inner tubes, excluding fitting and dismantling or maintenance as well as vulcanisation or reconstruction.	2	3	2	1	2	-
530	Petrol station , including car wash, excluding workshop for repairs and maintenance	2	5	4	2	NO	-
<b>SPORT, REGAL AND LEISURE sector</b>							
550	Sporting goods, hunting and fishing, camping, including clothing, weapons and ammunition. Excluding the preparation of ammunition	2	5	1	1	3	-
551	Sporting, hunting and fishing gear, camping gear. Including clothing, excluding weapons and ammunition (in the presence of weapons and ammunition, see code 550).	2	3	1	1	3	-
555	Costume jewellery a n d ornamental trimmings staff	1	2	1	1	4	-
560	DVD rentals and sales , video games and multimedia	2	5	1	1	3	T
565	Musical instruments and accessories, musical editions, audio records and cassettes, compact discs, unrecorded video cassettes (for audiovisual, see code 300)	2	3	1	1	3	T
570	Gifts , souvenirs, favours	2	2	1	1	2	-
<b>CHEMICAL, PHARMACEUTICAL, MEDICAL AND PERSONAL CARE PRODUCTS sector</b>							
600	Sanitary, hygienic and medical Articles, corsetry, orthopaedic and electromedical equipment Electric wheelchairs for the disabled that do not constitute motor vehicles within the meaning of the Code of the Road.	1	1	2	1	2	T
605	Sale of paints, dyes, colouring earths, enamels, varnishes, thinners, solvents, adhesive pastes and glues, abrasives, brushes.	3	1	2	1	1	-
610	Detergents, cleaners and other products for the hygiene and cleanliness of the premises	2	1	2	1	2	-
615	Herbalist's shop - Macrobiotic products - Food Supplements	2	3	1	1	2	P
620	Pharmacy, including production of galenic preparations - Dietetic foods - Food and childcare Articles	1	3	3	2	4	-
621	Parapharmacy also with food dietary, food and childcare Articles	1	4	1	1	2	-
625	Pharmaceuticals (trade only wholesale)	1	5	1	1	4	-



630	Products and Articles for agriculture, nurseries, oenology and gardening; fungicides and pesticides, fertilisers and herbicides and pest control	3	2	3	2	2	T
635	Perfumery, cosmetics, products for personal hygiene and beauty	2	4	1	1	4	-
<b>PAPER, WOOD, RUBBER/PLASTICS, BUILDING sector</b>							
700	Articles of plastics not expanded or honeycombed, made of rubber not microporous or sponge.	2	1	2	1	1	T
705	Wooden and wicker Articles. Excluding antiquity and art	3	1	1	1	2	T
710	Books, newspapers, magazines, stationery, wrapping paper, fine arts, stationery and stamps (for ballpoint and fountain pens, automatic pencils, see code 740; for philately and numismatics, see code 820)	2	1	1	1	2	-
715	Photocopying, heliography	2	2	1	1	2	-
720	Toys (for electronic games, see code 420)	2	2	1	1	3	T
721	Playroom	2	2	4	2	2	-
730	Non-combustible building materials and products including: stone, marble, granite, ceramics, majolica, earthenware, porcelain and other products ceramics; glass, crystal; stucco	1	2	2	1	1	-
731	Building materials and Articles, whether or not combustible, including non-ferrous metals and their alloys. Expanded or honeycomb, or laminated with expanded or honeycomb, up to 20% of the value total of all goods	3	2	3	2	1	-
735	Chipboards, chipboards, plywood, timber squares, planking	3	1	3	2	1	T
740	Ballpoint and fountain pens, pencils automatic	2	3	1	1	2	-
745	Window frames, also frames armoured, wooden and plastic	2	1	3	2	2	T
746	Window frames, also frames metal armoured vehicles	1	1	3	2	2	T
<b>OTHER BUSINESS</b>							
800	Live animals (supplies, accessories and feed). Excluding farms	2	2	2	1	NO	-
805	Antiquities and Art	3	5	1	1	NO	T
810	Religious Articles	2	1	1	1	1	T
815	Emporium, Bazaar (establishments characterised from a wide assortment of goods)	3	5	1	1	2	T
816	Shop consisting only of distributors automatic	2	4	2	1	2	-
818	Modelling	2	5	1	1	3	-
820	Philately and numismatics (does not operate the theft section)	2	NO	1	1	NO	-
825	Florists. Ornamental plants and flowers not under cultivation or in greenhouses (with a maximum for dried plants and flowers of 20% of the total value of all goods for the Fire section)	3	1	1	1	2	T
830	Jewellery, goldsmiths silverware, 'Compro Oro' (no section operates Theft)	1	NO	1	1	NO	-
835	Tobacconists, smokers' Articles and related accessories	2	5	1	1	4	-
836	Electronic cigarettes	1	5	1	1	4	-
840	Wigs	2	1	1	1	1	-





CRAFTSMEN ASSIMILATED TO TRADERS sector							
850	Barber, hairdresser for men - without cosmetics sales	1	1	2	1	2	-
851	Barber, hairdresser for men - with cosmetics sales	1	2	2	1	2	-
855	Laundry, ironing and dry cleaning (concerning used clothing) - also coin-operated, excluding industrial workshops	2	3	3	2	2	-
860	Hairdresser for women and men, beautician, visagist, beauty parlours and without selling cosmetics	1	2	3	2	2	L
861	Hairdresser for women and men, beautician, visagist, beauty centres with cosmetics sales	1	2	3	2	2	L
865	Bespoke tailoring and millinery	2	5	1	1	3	T
870	Photography studio (for Articles photographic and optical, see code 405)	2	4	1	1	4	-
875	Animal grooming	1	1	3	2	2	-
880	Funeral services	2	2	2	1	2	-
EMPTY EXERCISE							
000	Empty exercise	1	does not operate	does not operate*	does not operate*	does not operate	-

The **"Additional Activity Attributes"** column identifies with a letter one or more specific characteristics of certain ATTIVITÀ codes that are specified by a special declaration by the Policyholder in the Summary Sheet:

- C: with/without catering activities
- L: with/without use of UV lamps, lasers or saunas
- O: with/without machine shop
- P: with/without own production
- T: with/without installation activities, maintenance at third parties

For the activity codes 056, 100, 101, 615 marked with the attribute P if the declaration in the Summary Sheet is "with own production", the tariff category of Third Party Liability and Employment Practitioner Insurance is increased by 1.

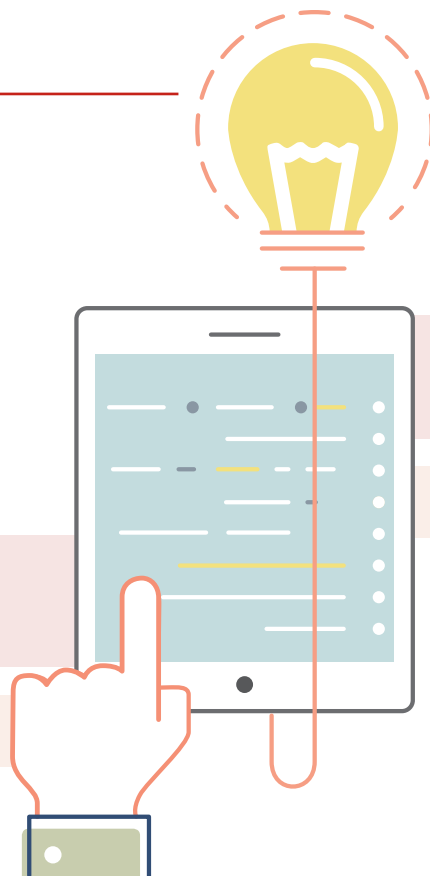
For the activity code 100 marked with the attribute P if the declaration in the Summary Sheet is "with own production" the tariff category of the Legal Protection Form of cover is increased by 1 unit.

For the activity code 145 marked with the attribute P if the declaration in the Summary Sheet is "without own production", the tariff categories of Third Party Liability and Workers' Compensation and Legal Protection Forms of cover are reduced by 1.

(\*) Form of cover operative if codes other than 000 are present on any other location.








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## MODULO GENERALE

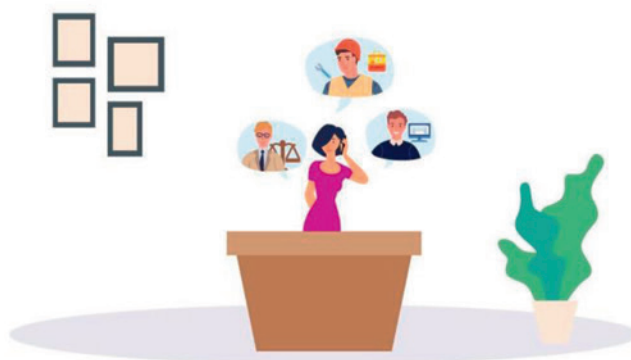
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This translation of the Information Pack from Italian into English is a courtesy translation, it has been prepared for information purposes only and has no contractual validity. In the event of any discrepancies or omissions in the English/German translations, the contractual documents in the Italian language – subject to the regulations in force on the Italian territory – shall prevail.



## **ATTIVA CREA DISTRIBUISCI!**

This Information pack for Modulo Prevenzione e Assistenza (23.10.2021 edition) consists of:

- The policy information document (DIP) for Modulo Prevenzione e Assistenza
- The Additional information document for Modulo Prevenzione e Assistenza
- Terms of Insurance for Modulo Prevenzione e Assistenza

Choose to take care of your **property** and **assets** and protect yourself against unforeseen events with the **Assistenza Start** and the **Pronto Avvocato service** always included!



Discover ATTIVA Commercio's Prevenzione e Assistenza in the formula you have chosen!

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Full pre-contractual and contractual information about this insurance is provided in other documents.

### **What kind of insurance is it?**

The Modulo Prevenzione e Assistenza is intended for telephone legal advice and assistance services for owners of rented property units. It is only offered in combination with the MODULO PROTEZIONE DELL'ATTIVITÀ of the ATTIVA Commercio product.



### **What is insured?**

#### **PRONTO AVVOCATO**

Generali Italia guarantees, through DAS, access to a telephone legal advice service for companies in relation to civil law disputes concerning

- ✓ purchase of goods and services necessary for the conduct of the company's business;
- ✓ telephone, gas, electricity, water;
- ✓ relations with insurance companies, excluding Generali Italia;
- ✓ damage to buildings and the property therein due to the wrongful act of third parties;
- ✓ maintenance, repair and renovation of buildings;
- ✓ rights in rem relating to buildings;
- ✓ lease agreements relating to premises;
- ✓ disciplinary sanctions against employees;
- ✓ dismissals or disciplinary measures;
- ✓ accidents sustained in the workplace;
- ✓ accident prevention and safety at work.

#### **and also in relation to:**

- ✓ criminal proceedings;
- ✓ appeals against driving disqualifications;
- ✓ applications for vehicle release;
- ✓ resulting from a traffic accident.

This Form of cover is added in conjunction with the Modulo Protezione dell'Attività and/or Modulo Protezione del Patrimonio of ATTIVA Commercio.

#### **ASSISTENZA COMMERCIO**

Generali Italia guarantees, through Europ Assistance, the following groups of emergency services.

#### **Services to protect the insured premises:**

- ✓ sending a plumber;
- ✓ water damage interventions;
- ✓ sending an electrician;
- ✓ temporary supply of electricity;
- ✓ sending a locksmith;



### **What is not insured?**

#### **PRONTO AVVOCATO**

The Form of cover does not include any expenses incurred, either out-of-court or in court.

#### **ASSISTENZA COMMERCIO**

Emergency services do not operate in the event of:

- ✗ wilful misconduct of the Insured;
- ✗ floods, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters;
- ✗ war, strikes, revolutions, riots or popular movements, looting and acts of terrorism;
- ✗ transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles.
- ✗ Moreover, personal protection services do not operate in the case of:
- ✗ accidents caused by drunkenness, abuse of psychotropic drugs, use of narcotics or hallucinogenic substances;
- ✗ Injuries sustained as a result of mountaineering with rock climbing or glacier access, ski or water ski jumping, driving and use of bobsleds, air sports in general, races and competitions other than pure regularity car races, motorbike and motorboat races and related trials and training, as well as in the case of Injuries sustained as a result of professional sports activities;
- ✗ diseases resulting from existing or already known epidemics/pandemics.

Individual services may provide for further, specific exclusions.

The exclusions are contained in the insurance conditions and are marked in bold.

#### **ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI**

Emergency services do not operate in the event of:

- ✗ wilful misconduct of the Insured;

- ✓ sending a Rolling Shutter fitter Service;
- ✓ sending a Refrigeration Technician;
- ✓ sending a glazier;
- ✓ sending a cleaning company;
- ✓ sending an attendant.

#### **Services to protect any persons on the insured premises:**

- ✓ Medical consulting;
- ✓ sending a doctor;
- ✓ transport by ambulance;

#### **There is also an optional cover supplement with services to protect the business owner:**

- ✓ sending a nurse to the home;
- ✓ sending a physiotherapist to the home;
- ✓ sending a domestic assistant;
- ✓ early return.

The guarantee is called Assistenza Commercio Start if the first two service groups are active or Assistenza Commercio Plus if the optional supplement is also active.

This Cover is activated in conjunction with the Modulo Protezione dell'Attività and/or the Modulo Protezione del Patrimonio of Attiva Commercio.

#### **ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI**

Generali Italia guarantees, through the Generaliattiva.digitalesicuro.com portal or the Organisational Structure of Europ Assistance, the following groups of services.

Digitale Sicuro' cover:

- ✓ online corporate identity monitoring;
- ✓ monitoring of encryption processes to determine the presence of malware;
- ✓ support in using the portal, advice in case of risk reports, information on the procedure to follow in case of identity theft.

#### **Emergency services:**

- ✓ psychological assistance for reputational damage due to misuse of data and/or corporate or personal image;
- ✓ advance payment of essential expenses in case of theft, robbery or mugging;
- ✓ interpreter available in case of theft, robbery or mugging abroad.

This Cover is activated in conjunction with the MODULO PROTEZIONE DIGITALE of the product Attiva Commercio.

#### **ASSISTENZA IN MOBILITÀ**

Generali Italia guarantees, through Europ Assistance, the following emergency services to protect company employees who suffer an accident while on board insured vehicles:

- ✓ Medical consulting;

- ✗ floods, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters;
- ✗ war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- ✗ transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles.

The exclusions are contained in the insurance conditions and are marked in bold.

#### **ASSISTENZA IN MOBILITÀ**

Services do not apply in the event of:

- ✗ wilful misconduct of the Insured;
- ✗ floods, volcanic eruptions, earthquakes, atmospheric phenomena having the characteristics of natural disasters;
- ✗ war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- ✗ transmutation of the nucleus of the atom, radiation caused by the artificial acceleration of atomic particles;
- ✗ accidents caused by drunkenness, abuse of psychotropic drugs, use of narcotics or hallucinogenic substances;
- ✗ access to glaciers, ski or water ski jumping, driving and use of bobsleds, air sports in general, racing and competitions other than pure regularity car races, motorbike and motorboat races and related trials and training, as well as accidents suffered as a result of professional sports activities;
- ✗ diseases resulting from existing or already known epidemics/pandemics.



#### **Are there any coverage limits?**

##### **PRONTO AVVOCATO**

Legal advice by telephone operates in relation to events occurring after midnight on the day the guarantee is activated.

##### **ASSISTENZA COMMERCIO - ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI - ASSISTENZA IN MOBILITÀ**

Emergency services for each group of assistance services are provided a maximum of 3 times per insurance year.

Each assistance service provides for specific maximum amounts and/or other non-monetary limits that are summarised in a specific policy document attached to the Conditions of Insurance called Summary Sheet.

The limitations of cover are contained in the conditions of insurance and are marked in bold type.



- ✓ transport to the home following discharge;
- ✓ sending a nurse to the home (ITA);
- ✓ dispatch of a physiotherapist at home (ITA);
- ✓ dispatch of a domestic helper (ITA);
- ✓ early return for vehicle immobilisation;
- ✓ driver available for the driver's accident;
- ✓ return of the insured convalescent from abroad;
- ✓ care manager counselling (ITA);
- ✓ job coach consultancy (ITA).



## Where does the coverage apply?

The Pronto Avvocato Cover operates in Italy, the Vatican City and the Republic of San Marino and in relation to Italian regulations.

The emergency services relating to the Commercial Assistance and Data Protection Assistance Covers are provided in Italy, the Republic of San Marino and the Vatican City State, except for the "Early Return" service, which may also be provided outside of these countries.

The services relating to the Assistenza In Mobilità Cover are provided in the countries of the European Union including Switzerland, the United Kingdom, the Vatican City State and the Republic of San Marino, with the exception of those marked with the symbol (ITA) above, which are provided in Italy, the Vatican City State and the Republic of San Marino.



## What are my obligations?

- Upon the occurrence of a claim, the Insured must:
- call the DAS toll-free number to activate telephone legal advice;
- contact the Organisational Structure of Europ Assistance to add the emergency services relating to the Assistenza. Commercio and Assistenza Per La Protezione Dei Dati Digitali, Assistenza In Mobilità covers.



## When and how do I pay?

Information on premium payment is contained in the DIP of the Modulo Generale.



## When does the coverage start and end?

The Covers shall take effect at midnight on the day indicated in the policy if the premium or the first premium instalment has been paid; otherwise they shall take effect at midnight on the day of payment. If the Policyholder fails to pay the subsequent premiums or premium instalments, the Covers shall remain suspended from midnight on the thirtieth day after the due date and shall take effect again at midnight on the day of payment.

In general, the warranties are for one or more years. In the absence of cancellation on expiry, the Covers are extended for one year and so on. If multi-year cover has been taken out in return for a premium reduction, one or more Covers may only be cancelled after at least five years or the shorter contract term has elapsed.

Information on the duration of the specific Covers is contained in the DIPs of the Modulo Protezione dell'Attività, the MODULO PROTEZIONE DIGITALE and the Modulo Protezione della Mobilità to which reference should be made.



## How can I cancel my policy?

Since the basic Covers of the Modulo Prevenzione e Assistenza are activated in conjunction with the specific reference Covers contained in the Modulo Protezione dell'Attività, the Modulo Protezione Digitale, the Modulo Protezione dell'Attività and the Modulo Protezione della Mobilità, they cannot be cancelled independently of the specific reference Covers.

At the end of each year of the duration of the cover, or at the end of the five-year period or the shorter period of the cover if a multi-year cover has been taken out in return for a reduction in the premium, the Policyholder may cancel the optional Assistenza Commercio cover with services to protect the business owner by sending, at least 30 days before the expiry date, a written notice (also by PEC) to the Agency to which the Policy is assigned or at the registered office of Generali Italia.

# Pronto Avvocato and Assistance Insurance

Additional pre-contractual information document for non-life insurance products  
(Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: ATTIVA Commercio - Modulo Prevenzione e Assistenza

Edition: 23.10.2021



**This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.**

**The Policyholder must read the Terms of Insurance before signing the policy.**

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchesa, 14 - 31021 Mogliano Veneto (Treviso) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com).  
Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).

Solvency Capital Requirement: € 8,217,950,961.75

Minimum Capital Requirement: € 3,180,739,318.67

Eligible Own Funds: € 17,610,296,018.45

Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016 ).

The policy is governed by Italian law.

The Prevention Protection and Assistance Module is divided into three warranties:

- Pronto Avvocato
- Assistenza Commercio

which are automatically activated together with the activation of the Modulo Protezione dell'Attività and/or the Modulo Protezione del Patrimonio of Attiva Commercio, as well as

- Assistenza Per La Protezione Dei Dati Digitali

which is activated in conjunction with the activation of the Modulo Protezione Digitale, as well as

- Assistenza In Mobilità

which is activated in conjunction with the activation of the Modulo Protezione della Mobilità.



## What is insured?

### PRONTO AVVOCATO

No additional information other than that provided in the DIP Non-Life document.

#### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction

#### MAIN OPTIONS WITH PREMIUM INCREASE

There are no options with increased premium

### ASSISTENZA COMMERCIO

No additional information other than that provided in the DIP Non-Life document.

#### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
Activation, in addition to the basic services (Assistenza Commercio Start) of the optional group of services called "Emergency services to protect the business owner", entails an increase in the premium and a change in the name of the Cover to Assistenza Commercio Plus.

## ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI

No additional information other than that provided in the DIP Non-Life document.
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>
There are no options with premium reduction
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
There are no options with increased premium

## ASSISTENZA IN MOBILITÀ

No additional information other than that provided in the DIP Non-Life document.
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>
There are no options with premium reduction
<b>MAIN OPTIONS WITH PREMIUM INCREASE</b>
There are no options with increased premium



## What is NOT insured?

## PRONTO AVVOCATO

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## ASSISTENZA COMMERCIO

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## ASSISTENZA IN MOBILITÀ

No additional information other than that provided in the DIP Non-Life document.
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## Are there any coverage limits?

The coverage limits, which are summarised below, are also detailed, service by service, in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

## PRONTO AVVOCATO

No additional information other than that provided in the DIP Non-Life document.
--

## ASSISTENZA COMMERCIO

The following main limits of compensation apply to the Cover:

- Art. 1.2 - Sending a plumber for emergency assistance € 500.00
- Art. 1.3 - Emergency interventions for water damage € 1,000.00
- Art. 1.4 - Sending an electrician for emergency assistance € 500.00
- Art. 1.5 - Temporary Supply of Electricity € 500.00
- Art. 1.6 - Sending a locksmith for emergency assistance € 500.00
- Art. 1.7 - Sending a Rolling Shutter Repair Service for emergency intervention € 300.00
- Art. 1.8 - Sending a refrigerator technician for emergency interventions € 300.00
- Art. 1.9 - Sending a glazier for emergency interventions € 300.00
- Art. 1.10 Sending a cleaning company € 300.00
- Art. 1.18 Early return € 300.00

## ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI

The following main limits of compensation apply to the Cover:

- Art. 1.4 - Advance on essential expenses: €500.00 in Italy, €1,000 abroad

## ASSISTENZA IN MOBILITÀ

The following main limits of compensation apply to the Cover:

- Art. 1.3 - Transport to home following discharge: 300 km (a/r) for the ambulance and €150.00 for the taxi
- Art. 1.4 - Sending a home nurse: 6 hours per claim
- Art. 1.5 - Sending a physiotherapist at home: 6 hours per claim
- Art. 1.6 - Sending a domestic helper: 10 hours per claim, payable in no more than five days
- Art. 1.7 - Early return due to vehicle immobilisation: €300.00 per claim
- Art. 1.8 - Driver's accident: €200.00 per claim
- Art. 1.11 Job coach counselling: 6 one-hour sessions available in no more than four months.



### What obligations do I have? What obligations does the Insurer have?

What to do in the event of a claim ?	<b>Reporting the claim:</b> For the Pronto Avvocato Cover: <b>1.</b> call toll-free 800.475.633 during office hours (Monday to Friday from 8 a.m. to 6 p.m.). For the Covers Assistenza Commercio, Assistenza Per La Protezione Dei Dati Digitali And Assistenza In Mobilità: <b>2.</b> call the toll-free number 800.713.782 (from abroad +39 02.58.28.67.01).
	<b>Direct/network assistance:</b> Not foreseen
	<b>Management by other companies:</b> For the Pronto Avvocato cover, claims management is entrusted to DAS - Difesa Automobilistica Sinistri S.p.A., whose contact details are given above. For the Commercial Assistance and Assistenza Per La Protezione Dei Dati Digitali and Assistenza In Mobilità covers, claims management is entrusted to Europ Assistance Italia S.p.A., whose contact details are indicated above
	<b>Time-barring:</b> The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>False declarations or withholding of information</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Obligations of the Insurer</b>	No additional information other than that provided in the DIP Non-Life document.



### When and how do I pay?

<b>Premium</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Refund</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



### When does the coverage start and end?

<b>Duration</b>	No additional information other than that provided in the DIP Non-Life document.
<b>Suspension</b>	It is not possible to suspend Forms of cover during a policy.



### How can I cancel the policy?

<b>Cooling-off period</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information beyond that provided in the DIP Non-Life.



## Who is this policy designed for?

ATTIVA Commercio- Modulo Prevenzione e Assistenza is aimed at public establishments and companies in the trade sector, both retail and wholesale, that need to protect the company in the event of disputes as well as company assets, including company data and image, in emergency situations. Certain craft activities such as hairdressing and tailoring are assimilated to commercial activities.



## What costs do I have to pay?

Brokers, for the sale of the ATTIVA Commercio product, receive on average 20.20% of the taxable premium paid by the policyholder by way of commission-type remuneration.

## HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?

To the Insurance Company	To the Insurance Company
To IVASS	To IVASS
<b>BEFORE TAKING LEGAL ACTION, alternative dispute resolution systems can be used. These include</b>	
Mediation	Mediation
Assisted Negotiation	Assisted Negotiation
Other Alternative Dispute Resolution Systems	Other Alternative Dispute Resolution Systems

**NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA ONCE YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.**

The Prevenzione e Assistenza Form is an integral part of the Attiva Commercio Insurance policy and contains the Special Conditions of the following added Forms of cover:

- Pronto Avvocato
- Assistenza Commercio
- Assistenza Per La Protezione Dei Dati Digitali
- Assistenza In Mobilità

The Special Conditions consists of:

- the Definitions;
- the specific Rules to the added individual Forms of cover, which contain the specific discipline of those Forms of cover,

## SPECIAL CONDITIONS

### DEFINITIONS

Generali Italia and the Policyholder shall assign the following terms the following meanings:

<b>Employees</b>	Persons entered in the <i>Single work ledger</i> as well as the owner and/or partners and/or family members who legitimately perform work services in the absence of an employment relationship. If the Insured Person is a legal entity that only uses the work of employees seconded from other companies and/or temporary workers and is not obliged to keep the Single work ledger, the employees seconded from other companies and/or temporary workers shall nevertheless be considered employees.
<b>Insured</b>	The person whose interest is protected by the insurance. For the Pronto Avvocato Cover: <ul style="list-style-type: none"> <li>- the owner in the case of a sole proprietorship;</li> <li>- the legal representative, the directors and the shop manager in the case of an enterprise conducted in corporate form.</li> </ul> For Assistenza Commercio Plus Cover - Service for the protection of the Activity Owner: <ul style="list-style-type: none"> <li>- the owner in the case of a sole proprietorship;</li> <li>- the shop manager in the case of an enterprise conducted as a company.</li> </ul> For the Assistenza In Mobilità Cover: <ul style="list-style-type: none"> <li>- employees.</li> </ul>
<b>Company</b>	The place located in the territory of Italy, the Republic of San Marino and the Vatican City State where the insured person carries out the insured activity, as shown in the certificate of registration with the Chamber of Commerce.
<b>Darkweb</b>	It constitutes an area of the web not accessible through standard navigation channels, protected by encryption technologies; special software, configurations and authorisations are required to access it.
<b>Generaliattiva.digitalesicuro.com</b>	The IT platform on which you can record the company data you want to monitor on the web
<b>Unlawful act</b>	The failure to comply with a precept of the legal system that causes unjust damage to others.

<b>Accident</b>	The event due to a fortuitous, violent and external cause. The direct and exclusive consequence of the accident is objectively ascertainable physical injury resulting in death, permanent disability or temporary disability.
<b>Nursing home</b>	A public hospital, clinic or nursing home, whether affiliated with the National Health Service or private, regularly authorised to provide hospital care. Health establishments, spas, convalescent and convalescent homes, and clinics for dietary and aesthetic purposes are not considered as health establishments.
<b>Disease</b>	Impairment of health not resulting from an accident.
<b>Malware</b>	Any Software created with the purpose of causing more or less serious damage to the computer system on which it runs, or with the purpose of causing a violation of the integrity, confidentiality and/or availability of the computer system itself and the data contained therein.
<b>Performance</b>	The material aid given to the Insured Person at the time of need by the Organisational Structure of Europ Assistance for a Claim under the Assistance Cover.
<b>Residence</b>	The place of residence as shown on the civil registration certificate.
<b>Hospitalization</b>	A stay in a care institution of at least one night.
<b>Organisational Structure</b>	The structure of Europ Assistance Italia S.p.A. - P.zza Trento, 8 - 20135 Milan, consisting of managers, personnel (doctors, technicians, operators), equipment and facilities (centralised and non-centralised) operating 24 hours a day, every day of the year, which provides telephone contact with the Insured Person, and organises and provides the Assistance Services envisaged in the Insurance Terms and Conditions.
<b>Vehicle</b>	Car, Lorry, Motorcycle, Trailer in the name of the Policyholder or the Insured, also leased. Trailers towed by motorbike trucks are not insurable.

## PRONTO AVVOCATO

### Foreword

In relation to the regulations introduced by Legislative Decree no. 209 of 7 September 2005 - Title XI, Chapter II, Arts. 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection Claims to D.A.S. Difesa Automobilistica Sinistri S.p.A., with registered offices in via Enrico Fermi 9/B - Verona - Toll free number 800/475633 - fax 045/8351023 hereinafter referred to as DAS for brevity.

Generali Italia has entered into an agreement with DAS under which, upon activation of certain Covers of the "Attiva Commercio" Insurance Contract, the Insured automatically acquires the Pronto Avvocato Cover, a telephone legal advice service.



### What is insured?

#### **Art. 1.1 Pronto Avvocato Cover**

Generali Italia guarantees, through DAS, access to a telephone legal advice service provided by experienced legal advisors, in order to

- deal properly with legal disputes,
- correctly set up communications addressed to counterparties, such as claims or warnings,
- obtain clarification of laws, decrees and regulations in force.

The Insured Person may obtain legal advice by telephone for the matters referred to in Article 1.2 below:

- by calling 800.475.633 during office hours (Monday to Friday from 8 a.m. to 6 p.m.);
- by providing the Policy number, personal details and a telephone number where you can be contacted.

#### **Art. 1.2 Object of legal advice by telephone**

The cover is valid in the following areas:

##### **- BUSINESS ACTIVITY**

Consulting if the company insured:

1. must support civil law disputes of a contractual nature concerning the purchase of goods and services necessary for the conduct of the company's business;
2. has to support civil law disputes with suppliers of telephone, gas, electricity and water utilities;
3. has to support civil law disputes with insurance companies, excluding Generali Italia S.p.A.

##### **- REAL ESTATE**

Advice if the Insured Person owns or runs the insured business premises:

1. suffers damage to the building and its contents due to the wrongful act of a third party;
2. has to deal with civil law disputes relating to maintenance, repair and renovation works;
3. must support disputes concerning real rights;
4. has to support civil law disputes relating to the lease where the company is based

##### **- WORK**

Advice if the insured person needs clarification on:

1. Legislative Decree 81/2008;
2. Application of disciplinary sanctions to employees or para-employees.
3. general legislation on dismissals or disciplinary measures;
4. general rules for accidents sustained in the workplace;
5. rules on accident prevention and safety at work.

##### **- ROAD TRAFFIC**

Counselling if the Insured Person, in the context of road traffic:



1. is subject to criminal proceedings as a result of an accident caused by him;
2. must appeal against the measure that deprived him of his driving licence following a road accident caused by him;
3. must file a petition against the release of the vehicle involved in a road accident caused by him.

### **Art. 1.2 Object of legal advice by telephone**

Generali Italia guarantees, through DAS, a telephone legal advice service in relation to the ownership of the insured Property in the following cases:

1. damage to the building and its contents caused by the wrongful act of third parties;
2. civil law disputes relating to maintenance, repair and renovation works;
3. disputes concerning rights in rem;
4. civil law disputes relating to the lease agreement with the tenant of the property;
5. disputes with the condominium where the property is located.



### **What is NOT insured?**

### **Art. 2.1 Exclusions**

Generali Italia shall not reimburse the costs of legal assistance to the Insured for the amicable settlement of the dispute and/or proceedings at any level of justice.



### **Are there any coverage limits?**

### **Art. 3.1 Exemption from liability**

Generali Italia and DAS:

- are not responsible for the actions of legal advisers;
- cannot be held liable for the use of the advice provided in any litigation undertaken by the Insured;
- cannot be called upon to indemnify the Insured against any expenses or reimbursements due for any reason whatsoever as a result of such disputes - these being made by the Insured in his own name and on his own behalf.



### **Where does the coverage apply?**

### **Art. 4.1 Territorial Scope**

The cover operates in Italy, the Vatican City and the Republic of San Marino and in relation to Italian regulations.



### **When does the coverage start and end?**

### **Art. 5.1 When an event is considered to be under cover**

The unlawful act, even if alleged, in relation to which legal advice is sought by telephone **must have occurred during the term of this Pronto Avvocato Guarantee.**

In the case of continuous or repeated violations that have given rise to litigation or proceedings, reference is made to the date of the initial or first violation.

## ASSISTENZA COMMERCIO

### Foreword

Europ Assistance is an Insurance Company with Registered Office, Head Office and Offices in Piazza Trento, 8 - 20135 Milan - Certified E-Mail (PEC) address: EuropAssistanceltaliaSpA@pec.europassistance.it - Company authorised to carry out insurance business by decree of the Ministry of Industry, Trade and Craftsmanship No. 19569 of 2 June 1993 (Official Gazette of 1 July 1993 No. 152) - Enrolled in Section I of the Register of Insurance and Reinsurance Companies under No. 1.00108 - Company belonging to the Generali Group, enrolled in the Register of Insurance Groups - Company managed and coordinated by Assicurazioni Generali S.p.A.

Generali Italia has entered into an agreement with Europ Assistance under which, by activating certain Guarantees of the "Attiva Commercio" Insurance Contract, the Insured Person automatically acquires the Assistenza Commercio Guarantee, an insurance assistance service provided by the Europ Assistance organisation.

Europ Assistance's Organisational Structure is available 24 hours a day to intervene or indicate the most suitable procedures in cases of urgency as well as authorise any expenses.

## ASSISTENZA COMMERCIO START/PLUS



### What is insured? Basic cover

#### **Art. 1.1 Insured risks**

Generali Italia guarantees, through the Organisational Structure of Europ Assistance, the Assistance services listed in the following articles.

#### **How to contact the organisational structure**

The **Organisational Structure** of Europ Assistance may be contacted by telephone by the Insured Person, in order to obtain the Services envisaged under this Policy, on the **toll-free number 800.713.782 (from abroad +39 02.58.28.67.01)**.

The Insured must provide the following information:

- Type of intervention required;
- Name and Surname, Company Name or Denomination;
- Policy number preceded by the identification code of the purchased Guarantees **GVCB/GVCC**;
- Address of the location;
- Telephone number.

If you are unable to contact the Organisational Structure by telephone, you may send a fax to 02.58477201.

**IMPORTANT: Do not take any action without having first contacted the Organisational Structure by telephone.**

In order to be able to provide the services/guarantees provided for in the Policy, Europ Assistance must process the Insured Person's data and, to this end, it requires, pursuant to EU Regulation 2016/679 on the protection of personal data, his/her consent. Therefore, the Insured Person by contacting or arranging for Europ Assistance to contact him/her, freely gives his/her consent to the processing of his/her personal data including, where necessary, relating to health and criminal offences and convictions, as indicated in the Data Processing Notice received.

## SERVICES TO PROTECT INSURED PREMISES

#### **Art. 1.2 Sending a plumber for emergency interventions**

If the Insured Person needs a plumber for an emergency intervention at the insured premises, the Organisational Structure shall send a craftsman and Generali Italia shall bear the exit and labour costs.

The service is payable in the following cases:

- **Plumbing:**

- a) Flooding on company premises caused by a break, blockage or failure of fixed plumbing pipes;
- b) lack of water on the company's premises caused by a break, blockage, or failure of fixed plumbing pipes;
- c) failure to drain the sewage from the sanitary installations in the insured premises caused by a blockage in the fixed drainage pipes of the plumbing system.

**What is not insured**

The service is not payable:

- for cases a) and b) in respect of Claims due to faults and/or blockages of taps and mobile piping connected or not to any equipment; Claims due to the negligence of the Insured; interruption of supply by the utility company or breakage of piping outside the company;
  - for case c) in respect of overflow damage due to sewer backflow or blockage of mobile sanitation pipes and/or appliances.
- **Heating system:**
- a) total lack of heating caused by the rupture or failure of pipes or valves or the obstruction of water circulation in the heating system in the insured premises;
  - b) Flooding caused by a failure of valves or pipes in the company's heating system.

**What is not insured**

This service is not payable for Claims due to failure or malfunction of the boiler and burner.

**There are coverage limits**

Generali Italia shall bear the exit and labour costs up to a maximum of EUR 500.00 per claim. However, the costs of materials required for the repair shall be borne by the Insured.

**Art. 1.3 Emergency interventions for water damage**

If, following damage caused by water spillage, emergency intervention is necessary to rescue or restore the insured premises and their contents, the Organisational Structure shall send in personnel specialised in drying techniques and Generali Italia shall bear the cost of the intervention.

The service is payable in the following cases:

- a) Flooding or seepage at any point in the insured premises caused by a break, blockage or failure of fixed plumbing pipes;
- b) failure to drain sewage from the sanitary installations of the insured premises, caused by blockage of the fixed drainage pipes of the plumbing system.

**What is not insured**

The service is not payable:

- for case a), in respect of Claims due to breakdowns and blockages of taps or mobile piping, whether or not connected to any equipment, Claims due to breakage of the building's external piping, and Claims due to the negligence of the Insured;
- for case b), in respect of overflow damage due to sewer backflow or blockage of mobile sanitation pipes.

**There are coverage limits**

Generali Italia shall bear the cost of the intervention up to a maximum of euro 1,000.00 per claim.

**Art. 1.4 Sending an electrician for emergency interventions**

If the Insured Party needs an electrician due to a lack of electricity in all insured premises, or due to faults in the ignition switches, internal distribution systems or sockets, the Organisational Structure shall send an electrician and Generali Italia shall bear the costs of the outward journey and labour.

**What is not insured**

The service is not payable in the following cases:

- a) short circuit caused by inexperience or negligence or wilful misconduct of the Insured;
- b) interruption of the electricity supply by the utility;
- c) faults in the power supply cable to the company's premises upstream of the meter.

#### **There are coverage limits**

**Generali Italia shall bear the exit and labour costs up to a maximum of EUR 500.00 per claim. However, the costs of the material required for the repair shall be borne by the Insured.**

#### **Art. 1.5 Temporary Supply of Electricity**

If the Insured Party requires a temporary supply of electricity following a power failure in all insured premises, due to faults in the power switches, internal distribution systems or sockets, the Organisational Structure shall send specialist personnel to install a power generator of up to 3 kw equipped with sockets for connection to the primary electrical appliances and any lighting fixtures, and Generali Italia shall bear the cost of the intervention.

#### **What is not insured**

**Excluded from the service are all interventions required in connection with:**

- a) short circuit for false contacts caused by the Insured;**
- b) interruption of the electricity supply by the utility;**
- c) faults in the power supply cable to the company's premises upstream of the meter.**

#### **There are coverage limits**

**Generali Italia shall bear the cost of the intervention up to a maximum of euro 500.00 per claim per year.**

#### **Art. 1.6 Sending a locksmith for emergency interventions**

If the Insured Person requires a locksmith for an emergency intervention at the insured premises, the Organisational Structure shall provide for the dispatch of a locksmith and Generali Italia shall bear the exit and labour costs.

The service is payable in the following cases:

- Theft or attempted theft, loss or breakage of keys, failure or burglary of locks on company premises making access impossible;
- when the functionality of the locking systems of the company's premises is impaired to such an extent that their security is not guaranteed, as a result of Theft or attempted Theft, Fire, Explosion, Burst, vandalism, Flooding.

#### **There are coverage limits**

**Generali Italia shall bear exit and labour costs up to a maximum of EUR 500.00 per claim. However, the costs of the material required for the repair shall be borne by the Insured.**

#### **Art. 1.7 Sending a Rolling Shutter Repair Service for emergency intervention**

If the Insured Party needs a locksmith at the insured premises, the Organisational Structure shall send a locksmith and Generali Italia shall bear the exit and labour expenses.

The service is payable in the following cases:

- Theft or attempted Theft, loss or breakage of keys, failure or break-in of shutter locks making access impossible;
- when the functionality of the shutter locking systems of the insured premises is impaired to such an extent that their security is not guaranteed, as a result of Theft or attempted Theft, Fire, Explosion, Bursting, Vandalism, Flooding.

#### **There are coverage limits**

**Generali Italia shall bear exit and labour costs up to a maximum of EUR 300.00 per claim.**

#### **Art. 1.8 Sending a refrigerator technician for emergency interventions**

If the Insured Party requires a refrigerator technician at the insured premises, the Organisational Structure shall send a craftsman and Generali Italia shall bear the exit and labour expenses.

The service is payable if the refrigeration system fails or malfunctions as a result of an electrical fault in the refrigerator and the thermostatic valve.

#### **There are coverage limits**

**Generali Italia shall bear exit and labour costs up to a maximum of EUR 300.00 per claim.**

#### **Art. 1.9 Sending a Glazier for Emergency Assistance**

If the Insured Party requires a glazier on the insured premises, following Theft or attempted Theft duly reported to the Public Security Authorities, as well as Fire, Explosion, Blast and acts of vandalism, the Organisational Structure shall send a craftsman to inspect and repair the premises, and Generali Italia shall bear the exit and labour expenses. This service only applies when the security of the insured premises is not guaranteed.

##### **There are coverage limits**

**Generali Italia shall bear the exit and labour costs up to a maximum of €300.00 per claim. The sending of the craftsman for the repair shall not be carried out on Saturdays, Sundays and public holidays.**

#### **Art. 1.10 Sending a cleaning company**

If the insured premises have been affected by Fire, Explosion, Blast, water damage, vandalism, Theft or attempted Theft, and extraordinary cleaning is necessary, the Organisational Structure shall, at the request of the Insured, send a specialised cleaning company.

##### **There are coverage limits**

**Generali Italia shall bear the costs of exit and labour up to a maximum of EUR 300.00 per claim.**

#### **Art. 1.11 Sending a Supervisor**

If the insured premises have been damaged by Fire, Explosion, Blast, water damage, vandalism, Theft or attempted Theft, and the security of the same is compromised, the Organisational Structure shall, at the request of the Insured Person, contact a security company to send a person to ensure the security of the Insured Person's premises.

##### **There are coverage limits**

**Generali Italia shall bear the costs of the attendant up to a maximum of 8 consecutive hours per claim.**

### **SERVICES FOR THE PROTECTION OF PERSONS ON INSURED PREMISES**

#### **Art. 1.12 Medical consulting**

If a person present on the insured premises **during operating hours** has a sudden illness and/or an Accident, the Insured Person may request a medical opinion by telephone.

**This telephone medical opinion does not constitute a diagnosis.**

The service operates 24 hours a day, 7 days a week.

#### **Art. 1.13 Sending a doctor**

The service may **only** be claimed **after obtaining the Medical consulting referred to in Article 1.12.**

If the Insured Person is in Italy and the Medical Consultation shows that the person present on the insured premises needs a medical examination, the Organisational Structure shall send a contracted doctor.

When no doctor can personally intervene, the Organisational Structure sends an ambulance to transport the person to the nearest specialised medical centre.

Generali Italia bears the costs of sending a doctor or ambulance transport.

**This is not an emergency service, in which case 118 should be contacted.**

#### **Art. 1.14 Transport by ambulance**

If, as a result of an accident or illness, one of the persons present on the insured premises needs an ambulance transport to Italy, the Republic of San Marino or the Vatican City State, the ambulance shall be sent to the location, and Generali Italia shall bear the related expenses.

**This is not an emergency service, in which case 118 should be contacted.**

##### **There are coverage limits**

**The guarantee operates within the limit of a maximum total distance of 200 kilometres (round trip).**

## SERVICES TO PROTECT THE OWNER OF THE EXERCISE

### *Art. 1.15 Sending a nurse to the home*

If the Insured Person suffers an Accident or sudden illness, for which he/she has had to spend at least one night in a health facility, and requires the assistance of a home nurse, the Organisational Structure shall send a nurse to the Insured Person's home, whose fees shall be paid by Generali Italia.

#### **There are coverage limits**

**Generali Italia shall pay the nurse's fee up to a maximum of 6 hours per claim. Any excess shall be settled directly between the Insured Person and the nurse sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.**

### *Art. 1.16 Sending a physiotherapist at home*

If the Insured Person suffers an Accident, for which he/she has had to spend at least one night in a health facility, and requires the assistance of a physiotherapist at home, the Organisational Structure shall send a physiotherapist to the Insured Person's home, the fees for which shall be paid by Generali Italia.

#### **There are coverage limits**

**Generali Italia shall bear the physiotherapist's fee up to a maximum of 6 hours per claim. Any excess shall be settled directly between the Insured Person and the physiotherapist sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.**

### *Art. 1.17 Sending a domestic helper*

If the Insured Person suffers an accident or sudden illness, as a result of which he/she has had to spend at least one night in a health facility, and is unable to carry out the main domestic tasks, the Organisational Structure shall provide the name of a domestic helper in the area where the Insured Person is located, subject to local availability, and the relative fee shall be paid by Generali Italia.

#### **There are coverage limits**

**Generali Italia shall pay the domestic helper's fee up to a maximum of 10 hours per claim, which may be used in no more than five days. Any excess shall be settled directly between the Insured Person and the domestic helper sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.**

### *Art. 1.18 Early return*

If, following a sudden illness or Accident or if the Company's premises have been affected by Theft, attempted Theft, vandalism, Fire, lightning, Explosion, Burst, and the Insured Person must immediately return to his/her company or residence in Italy, the Organisational Structure shall provide the Insured Person with a one-way airline ticket (economy class) or train ticket (first class) and Generali Italia shall bear the related expenses. If the Insured Person, who avails of the above service, must leave a vehicle on site in order to return home more quickly, the Organisational Structure shall provide the Insured Person with an additional ticket to recover the vehicle at a later date and Generali Italia shall bear the related expenses.

#### **What is not insured**

**The service shall not be provided if the Insured Person fails to provide the Organisational Structure with adequate documentation on the claim.**

#### **There are coverage limits**

**This service is effective when the Accident has occurred more than 20 km from the Company's headquarters or residence in Italy.**

**Generali Italia shall bear the cost of the one-way ticket from the Insurant's location to the Company's headquarters, up to a maximum total of €300.00 per claim.**



#### **What is not insured?**

### *Art. 2.1 General Exclusions*

**All services are not payable for Claims caused by or dependent on:**

- a) fraud on the part of the Insured;**
- b) Floods, Floods, Volcanic eruptions, Earthquakes, atmospheric phenomena having the characteristics of natural disasters;**

- c) war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;
- d) transmutation of the nucleus of the atom, radiation caused by artificial acceleration of atomic particles

**Art. 2.2 Exclusions relating to "Services for the protection of persons on the insured premises" and "Services for the protection of the proprietor of the business".**

In addition to the provisions of Art. 2.1 "General Exclusions", "Services for the Protection of Persons on the Insured Premises" and "Services for the Protection of the Proprietor of the Premises" are not due for:

- a) Accidents and other consequences caused by drunkenness, abuse of psychotropic drugs, use of narcotic or hallucinogenic substances;
- b) Accidents sustained as a result of the following activities: mountaineering with rock climbing or access to glaciers, ski or water ski jumping, driving and use of bobsleds, air sports in general, races and competitions other than pure regularity car races, motorbike and motorboat races and related trials and training, as well as all accidents sustained as a result of professional sports activities;
- c) illnesses resulting from epidemics/pandemics occurring in a country where they were already occurring or known at the time of departure.

Furthermore, services are not payable where local or international authorities do not allow private entities to carry out direct assistance activities regardless of whether or not a war risk is involved.



### **Are there any coverage limits?**

#### **Art. 3.1 General Coverage Limits**

The Insured Person shall forfeit the right to Services if he/she does not contact the Organisational Structure upon the occurrence of the Claim.

All claims against Generali Italia are time-barred within a period of 2 years from the date of the claim giving rise to the right to services<sup>1</sup>.

If the Insured Person does not take advantage of one or more services, Generali Italia is not obliged to provide compensation or alternative services of any kind by way of compensation.

If the Insurant, who is the holder of another Assistance insurance policy, contacts another insurance company for the same services under the present cover, the Services under the present cover shall be operative, within the limits and under the conditions foreseen, exclusively as reimbursement to the Insurant for any additional costs charged to him/her by the insurance company that provided the service.

Generali Italia accepts no liability for damages resulting from any other fortuitous and unforeseeable circumstances<sup>1</sup>.

#### **Art. 3.2 Limits of Service Coverage**

##### **Limits Services for the Protection of Insured Premises**

All services set forth in Clauses 1.2 to 1.11 above are provided for a maximum of 3 times per insurance year and up to the limit of the maximum sum indicated in each individual service.

All expenses necessary to restore the insured premises affected by the assistance intervention shall be borne by the Insured.

##### **Limits Services for the protection of persons on insured premises**

The services set forth in Clauses 1.12 to 1.14 above are provided for a maximum of 3 times per insurance year and up to the limit of the maximum sum indicated in each individual service.

##### **Limitations Services for the Protection of the Exercise Holder**

The total of the services set forth in Clauses 1.15 to 1.18 above shall be provided for a maximum of 3 times per insurance year and up to the limit of the maximum sum indicated in each individual service.





#### Where does the coverage apply?

##### **Art. 4.1 Territorial Scope**

The services indicated in the preceding articles may be provided in Italy, the Republic of San Marino and the Vatican City State, with the exception of the service referred to in Article 1.18 "Early Return" which may also be provided outside of these countries.



#### Summary of insured sums, compensation limits, fixed and percentage excesses

##### **Summary Sheet**

**A summary of the insured sums, limits of compensation, Excesses and Deductibles is provided in the attached Summary Sheet, which forms an integral part of this contract.**

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*<sup>1</sup> In accordance with Art. 2952 of the Civil Code.*



## ASSISTENZA PER LA PROTEZIONE DEI DATI DIGITALI



### What is insured? Basic cover

#### **Art. 1.1 Insured risks**

Generali Italia guarantees, through the **Generaliattiva.digitalesicuro.com** portal or the **Organisational Structure** of Europ Assistance, the Assistance Services listed in the following articles.

##### **Access to the Generaliattiva.digitalesicuro.com portal**

To use "Digitale Sicuro", you need to access the Generali Italia Customer Area (MyGenerali, available from the [www.generali.it](http://www.generali.it) website or APP downloadable from the app store), select your policy and, in the section relating to the MODULO PROTEZIONE DIGITALE, use the **"Go to Digitale Sicuro"** button to be directed to the **Generaliattiva.digitalesicuro.com** portal.

Access to the Generaliattiva.digitalesicuro.com portal requires:

- an Internet browser that supports 128-bit encryption;
- an e-mail account;
- an Internet connection compatible with the above;
- sufficient storage capacity on your computer's hard disk.

Access to the portal enables the Insured Person to register the company data subject to the monitoring referred to in Art. 1.2 Digitale Sicuro Guarantee.

By registering and accessing the services, the user accepts these terms of use in their entirety.

##### **How to contact the organisational structure**

The **Organisational Structure** of Europ Assistance may be contacted by telephone by the Insured Person, in order to obtain the Services envisaged under this Policy, at the **toll-free number 800.713.782 (from abroad +39 02.58.28.67.01)**.

The Insured must provide the following information:

- Type of intervention required;
- Name and Surname, Company Name or Denomination;
- Policy number preceded by the identification code of the purchased Guarantees **GVCD**;
- Address of the location;
- Telephone number.

If you are unable to contact the Organisational Structure by telephone, you may send a fax to 02.58477201.

**IMPORTANT: Do not take any action without having first contacted the Organisational Structure by telephone.**

In order to be able to provide the services/guarantees provided for in the Policy, Europ Assistance must process the Insured Person's data and, to this end, it requires, pursuant to EU Regulation 2016/679 on the protection of personal data, his/her consent. Therefore, the Insured Person by contacting or arranging for Europ Assistance to contact him/her, freely gives his/her consent to the processing of his/her personal data including, where necessary, relating to health and criminal offences and convictions, as indicated in the Data Processing Notice received.

#### **Art. 1.2 Digital Secure Guarantee**

##### **On-line corporate identity monitoring**

The Guarantee allows access to the Generaliattiva.digitalesicuro.com portal and the activation of Internet and Darkweb monitoring of the insured company's data and identity.

The monitoring is carried out with reference to the company data entered into the platform by the Insured and makes it possible to

- to verify the degree of risk to which the company itself is exposed and to highlight to the Insured any potential risk situations to which the data are exposed by sending e-mails and/or text messages;
- receive a monthly e-mail report indicating, based on the platform's findings in the previous month, the level of risk to which the company is exposed.

### **Ransomstop™ Malware Protection**

The Cover enables the activation of the RansomStop™ software, which monitors the encryption processes of the Insured's systems and determines the possible presence of Malware. In the event that Malware is detected, the software automatically prevents the encryption process and displays a pop-up warning message.

### **Safe navigation assistance**

The Organisational Structure is available by telephone 24 hours a day, 7 days a week for

- support the user in using the portal,
- provide advice in the event of risk situations reported to the user by the platform,
- provide information on the correct procedure to follow in the event of identity theft, loss or theft of the Insured Person's documents.

On the "**generaliattiva.digitalesicuro.com**" portal, the Insured can find useful information for:

- adopt, in a preventive manner, behaviour that keeps him/her protected while surfing the Internet;
- take the necessary actions in the event of identity theft/loss of the Insured Person's documents.

### **Ownership of the Guarantee**

The owner of the Digitale Sicuro service is the company that has signed this Guarantee.

The duration and possible renewal and expiry of the service are linked to the existence of the Guarantee itself.

### **Use of monitoring services**

The monitoring services are subject to conditions of lawful and correct use. The Insured Person is therefore obliged to use them for data related exclusively to the insured company and in a manner that does not cause harm to third parties.

In the event of non-compliance with the aforementioned principles, Generali Italia reserves the right, after notifying the Insured Party, to interrupt, in whole or in part, the provision of the services in question.

### **Data Control**

In the event of autonomous data entry by the user into the platform, the user himself is solely responsible for the correctness of the data entered. Consequently, the user assumes all risks relating to any errors or omissions in the compilation of the data.

### **Account Management**

At any time, the Insured Person may request the closure of the account and the termination of the monitoring services provided, by contacting the Europ Assistance Secure Digital Team at the telephone number indicated on the portal or by sending an e-mail to: [digitale.sicuro@europassistance.it](mailto:digitale.sicuro@europassistance.it). In the event of termination of the relationship, the account shall be closed, after notifying the user.

### **Data Retention**

Upon termination of the monitoring services provided by the "**generaliattiva.digitalesicuro.com**" portal, the Insured Person's account shall be closed and the data shall be retained in accordance with the law.

### **Modification of the conditions of use of the service**

Generali Italia reserves the right to unilaterally modify the terms and conditions of use of the **generaliattiva.digitalesicuro.com** portal in the event of their adaptation to legislative or regulatory provisions or for its own technical or organisational needs. Such changes will be communicated by Generali Italia by e-mail to the address indicated by the Insured Person, with suitable advance notice.

### **Communications**

Notwithstanding Article 9 "Communications between the parties" of the Modulo Generale, Generali Italia and the Insured agree that all communications relating to the Digitale Sicuro Guarantee are valid and fully effective if sent **by email, to the addresses indicated by the Insured on the platform or with notices published on the portal**. The Insured therefore expressly agrees to receive all communications relating to his or her profile in digital format, by email or with notices published on the portal. Furthermore, the Insurant authorises Generali Italia to periodically send notices related to the service, such as e-mails in the event of temporary unavailability of the site for maintenance.

### **Exemption from liability**

Generali Italia shall not be liable for any direct or indirect damage, loss or costs resulting from the use of the **generaliattiva.digitalesicuro.com** portal or from the impossibility of using it.

In particular, Generali Italia shall not be liable for the total and/or partial failure of the portal **generaliattiva.digitalesicuro.com** to function properly caused by a lack of and/or partial coverage of the Internet service.

Furthermore, Generali Italia is not liable for any damages:

- of any kind and for any reason whatsoever suffered as a result of delays, interruptions or suspensions of the services provided, not dependent on the actions of Generali Italia or due to force majeure or fortuitous events, in the use of the portal;

- suffered by the Insured or by third parties due to the Insured's failure to comply with, or lack of knowledge of, the technical-procedural specifications of the services.

#### **Art. 1.3 Psychological Assistance for Reputational Damage**

If the Insured Person is in need of psychological help, due to having suffered reputational damage as a result of improper use of data and/or corporate or personal image, he/she may contact the Organisational Structure, which shall put him/her in contact with a psychologist with whom Generali Italia has an agreement, and Generali Italia shall bear the cost of the relevant sessions.

To take advantage of this assistance, the organisational structure can be contacted by telephone from Monday to Friday, **from 9 a.m. to 6 p.m.**

#### **There are coverage limits**

**Generali Italia bears the costs for a maximum of three sessions per insurance year.**

#### **Art. 1.4 Advance on essential expenses**

In the event of Theft, Robbery or Mugging, if the Insured Person must incur essential expenses and is unable to provide for them, the Organisational Structure shall advance the amount of the relevant invoices.

Within one month of the advance payment, the Insured Person shall repay the amount advanced. If he fails to do so, in addition to the amount already advanced by Europ Assistance, the Insured Person shall also pay interest at the current legal rate.

The Organisational Structure guarantees the advance payment of expenses if

- the money transfer complies with the rules or regulations in Italy or in the country where the Insured Person is located
- the Insured proves to be able to repay the sum of money.

#### **There are coverage limits**

**The Organisational Structure shall advance the expenses up to a maximum amount of 500.00 euros if the claim occurred in Italy and €1,000.00 if the claim occurred abroad.**

#### **Art. 1.5 Interpreter available abroad**

If, in the event of Theft, Robbery or a mugging abroad, the Insured Party has difficulty communicating with the local authorities to report the incident due to having little or no knowledge of the local language, he/she may request an interpreter from the Organisational Structure and Generali Italia shall bear the costs of the intervention.

#### **There are coverage limits**

**The Organisational Structure sends an interpreter on site for a maximum of 8 hours.**



### **What is not insured?**

#### **Art. 2.1 Exclusions**

**All services are not payable for Claims caused by or dependent on:**

- fraud on the part of the Insured;**
- Floods, Volcanic eruptions, Earthquakes, atmospheric phenomena having the characteristics of natural disasters;**
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;**
- transmutation of the nucleus of the atom, radiation caused by artificial acceleration of atomic particles**



### **Are there any coverage limits?**

#### **Art. 3.1 Limits of Cover**

**The Services indicated in Articles 1.3 to 1.5 above are provided for a maximum of 3 times per insurance year and up to the limit of the Maximum Sum indicated in each individual service.**

**The Insured Person shall forfeit the right to Services if he/she does not contact the Organisational Structure upon the occurrence of the Claim.**

**All claims against Generali Italia are time-barred within a period of 2 years from the date of the claim that gave rise to the right to service <sup>2</sup>.**

**If the Insured Person does not take advantage of one or more services, Generali Italia is not obliged to provide**

compensation or alternative services of any kind by way of compensation.

If the Insurant, who is the holder of another Assistance insurance policy, contacts another insurance company for the same services under this cover, the services under the present cover shall be operative, within the limits and under the conditions foreseen, exclusively as reimbursement to the Insurant for any additional costs charged to him/her by the insurance company that provided the service.

Generali Italia does not accept liability for damages resulting from any other fortuitous and unforeseeable circumstances.



#### Where does the coverage apply?

##### **Art. 4.1 Territorial Scope**

The services referred to in Articles 1.3 to 1.5 above are provided in Italy, the Republic of San Marino and the Vatican City State.



#### Summary of insured sums, compensation limits, fixed and percentage excesses

##### **Summary Sheet**

A summary of the insured sums, limits of compensation, Excesses and Deductibles is provided in the attached Summary Sheet, which forms an integral part of this contract.

## ASSISTENZA IN MOBILITÀ



### What is insured? Basic cover

#### **Art. 1.1 Insured risks**

Generali Italia shall provide, through the Organisational Structure of Europ Assistance, the Assistance services listed in the following articles in the event of an accident or road accident occurring during the exercise of the declared activity with the Vehicles indicated in the Summary Sheet.

#### **How to contact the organisational structure**

The **Organisational Structure** of Europ Assistance may be contacted by telephone by the Insured Person, in order to obtain the Services envisaged under this Policy, on the **toll-free number 800.713.782 (from abroad +39 02.58.28.67.01)**.

The Insured must provide the following information:

- Type of intervention required;
- Name and Surname, Company Name or Denomination;
- Policy number preceded by the identification code of the Guarantees purchased: **GVMT**
- Vehicle registration number;
- Address of the location;
- Telephone number.

If you are unable to contact the Organisational Structure by telephone, you may send a fax to 02.58477201.

**IMPORTANT: Do not take any action without having first contacted the Organisational Structure by telephone**

In order to be able to provide the services/guarantees provided for in the Policy, Europ Assistance must process the Insured Person's data and, to this end, it requires, pursuant to EU Regulation 2016/679 on the protection of personal data, his/her consent. Therefore, the Insured Person by contacting or arranging for Europ Assistance to contact him/her, freely gives his/her consent to the processing of his/her personal data including, where necessary, relating to health and criminal offences and convictions, as indicated in the Data Processing Notice received.

#### **Art. 1.2 Medical consulting**

If the Insured Person has been injured on the road as driver or passenger of the Vehicle, he may request a medical opinion by telephone.

This telephone medical opinion does not constitute a diagnosis. The service is available 24 hours a day, 7 days a week.

#### **Art. 1.3 Transport home after discharge**

If the Insured Person suffers a road accident as the driver or passenger of the Vehicle, for which he/she had to spend at least one night in a health facility, and needs to be transported from the health facility to his/her home, the Organisational Structure shall directly send an ambulance or taxi to allow the Insured Person, and any accompanying person, to reach the Insured Person's home.

#### **There are coverage limits**

**Generali Italia shall bear the relevant costs up to a maximum per claim of 300 km (round trip) for the ambulance and up to Euro 150.00 for the taxi.**

#### **Art. 1.4 Sending a nurse to the home**

If the Insured Person suffers a road accident as the driver or passenger of the Vehicle, for which he/she has had to spend at least one night in a health facility, and requires the assistance of a nurse at home, the Organisational Structure shall send a nurse to the Insured Person's home, whose fees shall be paid by Generali Italia.

#### **There are coverage limits**

**Generali Italia shall pay the nurse's fee up to a maximum of 6 hours per claim. Any excess shall be settled directly between the Insured Person and the nurse sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.**

#### **Art. 1.5 Sending a physiotherapist at home**

If the Insured Person suffers a road accident as the driver or passenger of the Vehicle, for which he/she had to spend at least one night in a health facility, and needs the assistance of a physiotherapist at home, the Organisational Structure shall send a physiotherapist to the Insured Person's home, the fees for which shall be paid by Generali Italia.

##### **There are coverage limits**

**Generali Italia shall pay the physiotherapist's fee up to a maximum of 6 hours per claim. Any excess shall be settled directly between the Insured Person and the physiotherapist sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.**

#### **Art. 1.6 Sending a domestic helper**

If the Insured Person suffers a road accident as the driver or passenger of the Vehicle, for which he/she has had to spend at least one night in a health facility, and is unable to attend to his/her main domestic duties, the Organisational Structure shall provide the name of a domestic helper in the area where the Insured Person is located, subject to local availability, and the relative fee shall be paid by Generali Italia.

##### **There are coverage limits**

**Generali Italia shall pay the domestic helper's fee up to a maximum of 10 hours per claim, which may be used in no more than five days. Any excess shall be settled directly between the Insured Person and the domestic helper sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.**

#### **Art. 1.7 Early return for vehicle immobilisation**

If, following a road accident, the vehicle is immobilised for more than 36 hours in Italy, the Organisational Structure shall provide the Insured Person, driver or passenger in a company vehicle, with a one-way airline ticket (economy class) or train ticket (first class) to return to his/her residence and/or company headquarters, and Generali Italia shall pay the related expenses

##### **There are coverage limits**

**The following service is effective when the claim occurs more than 20 km from the Company's headquarters. Generali Italia shall bear the cost of the one-way ticket from the Insured Person's location to the Company's headquarters, up to a maximum total of €300.00 per claim.**

#### **Art. 1.8 Driver available for driver's accident**

If the Insured Person suffering from a road accident as driver or passenger of the Vehicle, is unable to drive the Vehicle and none of the possible passengers is able to replace him/her for actual reasons, the Organisational Structure shall provide a driver to take the Vehicle and any passengers to the city of his/her residence and/or the Company's headquarters by the shortest route.

##### **What is not insured**

**The service shall not apply if the Insured Person fails to provide the Organisational Structure with adequate documentation on the claim that gave rise to the service.**

**The Insured Person must communicate the name and telephone number of the doctor who ascertained his inability to drive.**

**The service excludes fuel and toll costs (motorways, ferries, etc.).**

##### **There are coverage limits**

**Generali Italia shall bear the costs of the driver up to a maximum total of EUR 200.00 per claim.**

#### **Art. 1.9 Return of convalescent insured from abroad**

If, due to hospitalisation following a road accident, the Insured Person is unable to return to his/her residence with the Vehicle, the Organisational Structure shall provide him/her with a first class train ticket or an economy class aeroplane ticket.

##### **There are coverage limits**

**Generali Italia shall bear the cost of a first-class train ticket or a one-way economy class aeroplane ticket from the Insured Person's place of residence to his/her place of residence.**

#### **Art. 1.10 Care Manager**

If the Insured Person suffers a traffic accident as driver or passenger of the Vehicle, for which he/she had to



spend at least one night of hospitalisation in a care facility, and require social welfare advice, the Insured Person may call the Organisational Structure. The Care Manager, after an in-depth telephone interview with the Insured Person and family members, will assess the various care needs.

At the end of its assessments, the Care Manager will return to the Insured in writing and by telephone interview:

- indications of the most appropriate care plan for his condition with a n indication of the correct professionals needed and the hourly/daily scheduling of interventions;
- indication of any changes to the logistics of the dwelling with evidence of any architectural barriers or hazards to be removed;
- indication of parameters to be monitored;
- indications on where to find the necessary aids and devices;
- information on how to obtain health/social services at local facilities with indications on which offices to contact;
- Information on how to obtain the resources made available by the SSN.

**The service is provided Monday to Friday from 9am to 6pm**

**The Care Manager may request any medical documentation to support his or her assessment.**

#### **Art. 1.11 Job coaching**

If the Insured Person has been injured in a road accident as driver or passenger of the Vehicle with physical injuries such that he/she is no longer able to carry out his/her work activity as certified by a Permanent Total Disability, the Organisational Structure shall provide the Insured Person with a coach who is an expert in career counselling who shall organise 6 individual sessions to support the Insured Person in the process of professional re-employment.

The topics of the sessions will be

##### **ANALYSIS**

- Presentation of the route.
- Person and professional profile analysis.
- Skills assessment.
- Orientation and professional redefinition

##### **PREPARATION**

- Comparison with the market.
- Definition gap to be bridged.
- Definition of self-marketing tools.
- Identification of contact channels.

##### **SEARCH CAMPAIGN**

- Opportunity analysis.
- Preparation for interviews.

##### **FOLLOW UP**

- Monitoring of activities undertaken.
- Identification of improvement actions.

#### **There are coverage limits**

**Sessions last one hour each and the maximum duration of the course, subject to the maximum number of sessions scheduled, is four months from the date of activation of the Organisational Structure.**



#### **What is not insured?**

#### **Art. 2.1 General Exclusions**

**All services are not payable for Claims caused by or dependent on:**

- fraud on the part of the Insured;**
- Floods, Volcanic eruptions, Earthquakes, atmospheric phenomena having the characteristics of natural disasters;**
- war, strikes, revolutions, riots or popular movements, looting, acts of terrorism and vandalism;**
- transmutation of the nucleus of the atom, radiation caused by artificial acceleration of atomic particles**
- Accidents and other consequences caused by drunkenness, abuse of psychotropic drugs, use of narcotic or hallucinogenic substances;**
- Accidents sustained as a result of the following activities: mountaineering with rock climbing or access to glaciers, ski or water ski jumping, driving and use of bobsleds, air sports in general, races and competitions other than pure regularity car races, motorbike and motorboat races and related trials and**

training, as well as all accidents sustained as a result of sports activities carried out as part of a professional title;

- g) diseases resulting from epidemics/pandemics that occurred in a country where the epidemics/pandemics were already occurring or already known.

Furthermore, services are not payable where local or international authorities do not allow private entities to carry out direct assistance activities regardless of whether or not a war risk is involved.



#### Are there any coverage limits?

##### **Art. 3.1 General Coverage Limits**

The Insured Person shall forfeit the right to Services if he/she does not contact the Organisational Structure upon the occurrence of the Claim.

All claims against Generali Italia are time-barred within a period of 2 years from the date of the claim that gave rise to the right to service <sup>1</sup>.

If the Insured Person does not take advantage of one or more services, Generali Italia is not obliged to provide compensation or alternative services of any kind by way of compensation.

If the Insurant, who is the holder of another Assistance insurance policy, contacts another insurance company for the same services under the present cover, the Services under the present cover shall be operative, within the limits and under the conditions foreseen, exclusively as reimbursement to the Insurant for any additional costs charged to him/her by the insurance company that provided the service.

Generali Italia accepts no liability for damages resulting from any other fortuitous and unforeseeable circumstances.

##### **Art. 3.2 Limits of Service Coverage**

All services set forth in Articles 1.2 to 1.11 above are provided for a maximum of 3 times per insurance year and up to the limit of the maximum sum indicated in each individual service.



#### Where does the coverage apply?

##### **Art. 4.1 Territorial Scope**

The services indicated in Articles 1.2, 1.3, 1.7, 1.8, 1.9 are payable in the countries of the European Union including Switzerland, the United Kingdom, the Vatican City State and the Republic of San Marino.

The services indicated in Articles 1.4, 1.5, 1.6, 1.10, 1.11 are payable in Italy, the Republic of San Marino and the Vatican City State.



#### Summary of insured sums, compensation limits, fixed and percentage excesses

##### **Summary Sheet**

A summary of the insured sums, limits of compensation, Excesses and Deductibles is provided in the attached Summary Sheet, which forms an integral part of this contract.



## COMMON RULES OF THE MODULO PREVENZIONE E ASSISTENZA



How can I cancel the covers?

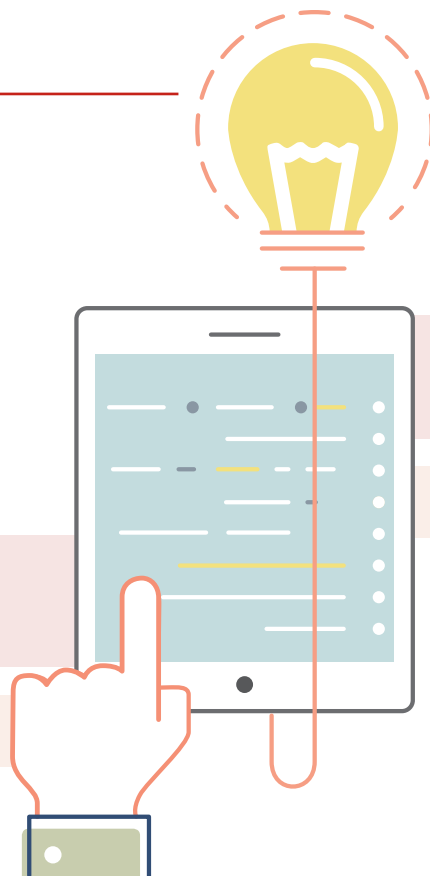
### **Art. 1 Cancellation of covers**

Cancellation may be exercised according to the terms and conditions set forth in the Conditions of Insurance for Modulo Generale and, therefore, the termination of the specific Forms of cover of one or more Modules as a result of the Cancellation shall also entail the simultaneous termination of the specific Forms of cover and related services added with this Module.

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*<sup>1</sup> In accordance with Art. 2952 of the Italian Civil Code.*

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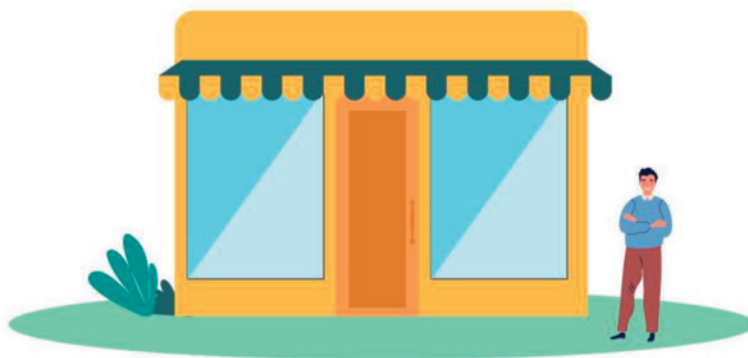
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This translation of the Information Pack from Italian into English is a courtesy translation, it has been prepared for information purposes only and has no contractual validity. In the event of any discrepancies or omissions in the English/German translations, the contractual documents in the Italian language – subject to the regulations in force on the Italian territory – shall prevail.



## ACTIVATE CREATE DISTRIBUTE!

This Information Set Modulo Protezione dell'Attività - Edition 24.07.2021 consists of:

- **DIP Modulo Protezione dell'Attività**
- **Additional DIP Modulo Protezione dell'Attività**
- **Conditions of Insurance Modulo Protezione dell'Attività**

**Protect your business with...**

- **IN SOLIDITÀ**, economic protection in the event of damage to premises and contents due to fire, explosion, bursting, extraordinary or catastrophic events or to installations. In particular, you can also cover damage to equipment, furnishings, goods, up to the special features of your business such as online trading
- **IN GUARDIA**, theft protection inside the premises of the business, but also protection against mugging and robbery outside the premises.



Discover the Protezione dell'Attività of ATTIVA Commercio in the insurance formula you have chosen!

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Full pre-contractual and contractual information about this product is provided in other documents.

### **What type of insurance is this?**

The module is intended for the insurance of damage to property of enterprises in the trade sector.



### **What is insured?**

#### **IN SOLIDITÀ - FIRE AND OTHER EVENTS COVER**

They can be insured:

- ✓ material and direct damage to insured property (i.e. covered by the items specified in the policy) resulting from fire, explosion, bursting and other minor events;
- ✓ demolition, clearance, relocation costs that the company incurs as a result of an indemnifiable loss;
- ✓ the sums that the company indemnifies as being civilly liable for property damage caused to third parties by fire explosion and bursting of insured property.

In addition, by activating a specific optional guarantee, material and direct damage resulting from:

- ✓ acts of vandalism or malicious acts (including those resulting from acts of terrorism or organised sabotage), strikes and civil commotion;
- ✓ atmospheric events;
- ✓ snow overloading on roofs;
- ✓ water leakage due to the breaking of water installations;
- ✓ water overflow due to blockage, backflow of sewers;
- ✓ search and repair costs for leakage of fluids or gas from installations serving the building;
- ✓ currents, discharges or other electrical phenomena of external origin;
- ✓ earthquake;
- ✓ flood and inundation;
- ✓ flooding and water bombs.

#### **Additional optional covers are available.**

The Insured has the option of serviceing from the services of Belfor Italia s.r.l., a company specialised in managing emergency interventions in the event of a claim.



### **What is not insured?**

#### **IN SOLIDITÀ - FIRE AND OTHER EVENTS COVER**

The main exclusions relate to:

- ✗ acts of war, insurrection, military occupation, invasion;
- ✗ transmutations of the nucleus of the atom, radiation;
- ✗ fraud on the part of the Insured or Policyholder;
- ✗ theft or loss of property in the event of fire;
- ✗ damage to the property in which the burst occurred if caused by wear and tear or material defects;
- ✗ confiscations and requisitions;
- ✗ tsunamis, tides, storm surges and seawater penetration;
- ✗ volcanic eruptions, landslides, ground subsidence, avalanches;
- ✗ cyber risk.

For hardware and electronic equipment, the insurance does not cover electrical current, discharges or other electrical phenomena of external origin - insurable under the Electronic Equipment Guarantee with-in the MODULO PROTEZIONE DIGITALE.

The exclusions are contained in the insurance conditions and are marked in bold.

#### **IN GUARDIA - THEFT COVER**

The main exclusions relate to subtraction:

- ✗ occurring during earthquakes, volcanic eruptions, floods, hurricanes, tornadoes, storm surges and landslides and other disruptions of nature;
- ✗ occurring during acts of war, invasion, military occupation, insurrection;
- ✗ occurring during transmutations of the nucleus of the atom, radiation;
- ✗ occurring during confiscations and requisitions;
- ✗ occurring at the time of fire, explosion and bursting;
- ✗ occurring at the time of failure or abnormal production or distribution of cold;



## IN GUARDIA - THEFT COVER

They are insured:

- ✓ material and direct damage to the insured goods (i.e. falling under the single lot Goods-Machinery-Furniture) as a result of their removal or damage in the event of theft or robbery committed or attempted.
- ✓ damage caused by thieves to the parts of the building constituting the premises containing the insured items;
- ✓ the cost of replacing locks following the loss or theft of keys;
- ✓ costs, incurred after a claim, to reinforce or install preventive systems and locking media.

Optional covers are available for outdoor goods and vending machines.

- ✗ determined or facilitated with wilful intent or gross negligence by the Insured Person or persons occupying premises containing the insured property or premises communicating with the insured property or persons in charge of surveillance;
- ✗ occurring when closed to the public for more than 45 consecutive days (8 days for money and securities).

The exclusions are contained in the insurance conditions and are marked in bold.



## Are there any coverage limits?

In general, the policy provides insured sums, compensation limits, fixed and percentage excesses, for each cover, which are summarised in a specific policy document attached to the Conditions of Insurance, the Summary Sheet.

## IN SOLIDITÀ - FIRE AND OTHER EVENTS COVER

**There are coverage limitations:**

- ! in relation to each optional guarantee;
- ! for damage to goods in cold storage as a result of non- or abnormal cold production or distribution;
- ! for INDIRECT DAMAGES such as changes in construction, lack of rent, enjoyment or income.

**They also include:**

- ! construction characteristics for the insured building and/or containing the insured goods;
- ! tolerance limits for explosives and flammables.

## IN GUARDIA - THEFT COVER

There are limitations of cover in relation to each optional Cover

**It also includes:**

- ! construction characteristics for the building containing the insured goods;
- ! characteristics of the means of closure of the premises containing the insured goods.

The limitations of cover are contained in the conditions of insurance and are marked in bold type.



## Where does the coverage apply?

All Covers operate for the locations indicated in the policy, located in Italy, the Republic of San Marino and the Vatican City.



## What obligations do I have?

In the event of a claim, the claim must be reported to Generali Italia within 3 days of the date on which the claim occurred or the Insured became aware of it. With reference to the Theft Cover, a report must be made to the Judicial or Police Authorities within 24 hours from when the claim was discovered.



## When and how do I pay?

Information on premium payment is contained in the DIP of the Modulo Generale.



## When does the coverage start and end?

The Covers shall take effect at midnight on the day indicated in the policy if the premium or the first premium instalment has been paid; otherwise they shall take effect at midnight on the day of payment. If the Policyholder fails to pay the subsequent premiums or premium instalments, the Covers shall remain suspended from midnight on the thirtieth day after the due date and shall take effect again at midnight on the day of payment.

The Earthquake, Flood and Flooding, Flooding and Water Bomb coverage, if activated under the Fire and other events cover, starts to operate 15 days after the date of activation.

Snow Overload cover, if activated as part of the Fire and other events cover, begins to operate 10 days after the date of activation.

In general, the warranties are for one or more years. In the absence of cancellation on expiry, the Covers are extended for one year and so on. If a policy with a multi-year term has been taken out in return for a premium reduction, it is only possible to cancel one or more Covers after at least five years or the shorter contract term has elapsed.

The multi-year duration option with reduced premium does not apply to the Earthquake, Flood and Flooding, Flooding and Water Bomb coverage - which can be activated within the scope of the Fire and other events cover - as Generali Italia and the Policyholder have the right to withdraw at any time with 30 days' notice.

The Covers operate for events occurring during the term of the Covers and until their expiry.



## How can I cancel my policy?

At the end of each year of the duration of the cover, or at the end of the five-year period or the shorter period of the duration of the cover if a cover with a multi-year duration has been taken out against a reduction in the premium, the Policyholder may cancel one or more covers by sending, at least 30 days before the expiry date, a written notice (also by PEC) to the Agency to which the Policy is assigned or to the registered office of Generali Italia.

# Fire and other events insurance, Theft

## Additional pre-contractual information document for non-life insurance products (Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: ATTIVA Commercio - Modulo Protezione dell'Attività

Edition: 24.07.2021



**This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.**

**The Policyholder must read the Terms of Insurance before signing the policy.**

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchese, 14 - 31021 Mogliano Veneto (Treviso) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalialitalia@pec.generaligroup.com](mailto:generalialitalia@pec.generaligroup.com).

Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).

Solvency Capital Requirement: € 8,217,950,961.75

Minimum Capital Requirement: € 3,180,739,318.67

Eligible Own Funds: € 17,610,296,018.45

Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016).

The policy is governed by Italian law.

The Modulo Protezione dell'Attività is divided into two Guarantees:

- Fire and other events
- Theft

activated at the Policyholder's choice.

They constitute premium reduction options common to both Guarantees:

- the possibility of concluding a contract with a multi-year duration, resulting in a 5% premium reduction compared to the tariff;
- the possibility of activating the "Fire and other events" and "Theft" Guarantees together, or the possibility of activating one of the two Guarantees of this Module together with the Third Party and Workers' Liability Insurance of the Modulo Protezione del Patrimonio, obtaining a premium reduction of 5%;
- the possibility of activating both of the Guarantees of this Module together with the Third Party and Workers' Liability Cover of the Modulo Protezione del Patrimonio at a premium reduction of 8%.

The premium for Earthquake, Flood and Flooding, Flooding and Water Bomb coverage cannot be discounted.



### What is insured?

## IN SOLIDITÀ- FIRE AND OTHER EVENTS

The Basic insurance covers damage from fire, explosion, bursting and other incidental events.

In general, cover is provided at "full value", i.e. on the basis of the correspondence between the declared value and the actual value of the goods; however, Machinery-Equipment-Furniture and Goods may be combined into a single lot provided at "absolute first risk", i.e. up to a predefined limit of compensation independent of the lot value.

In addition to what is described in the Non-Life DIP, the following options are available.

### MAIN OPTIONS WITH REDUCED PREMIUM

<b>Frontal deductible</b>	Introduces a Frontal deductible of €1,000.00 or €2,500.00 per loss.
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### MAIN OPTIONS WITH PREMIUM INCREASE

<b>Socio-political events</b>	Extends cover to damage caused by persons taking part in strikes, civil commotions or riots or committing, individually or in association, acts of vandalism or malicious acts, including acts of terrorism or sabotage.
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<b>Atmospheric events</b>	Extends cover to damage caused by hurricanes, storms, wind and things carried by it, hail and whirlwinds, when the violence characterising such atmospheric events is found over a plurality of entities.
<b>Weather events on photovoltaic and solar plants, hail on fragile</b>	<ul style="list-style-type: none"> <li>• Extends Weathering cover to photovoltaic and solar thermal systems;</li> <li>• Covers hail damage to windows and doors, external slabs, fibre cement sheets, plastic items even if they are part of buildings or canopies open on one or more sides.</li> </ul>
<b>Atmospheric events on buildings open on one or more sides</b>	Extends the Weather Cover to buildings and canopies open on one or more sides if they have non-combustible vertical load-bearing structures.
<b>Snow overload</b>	Covers damage resulting from the total or partial collapse of the building caused by an overload of snow on the roof.
<b>Conducted water</b>	Covers damage caused by the leakage of water and/or other conducted fluids resulting from the accidental breakage of water, sanitation, rainwater collection and disposal, heating or air conditioning systems serving the building.
<b>Search and repair costs for piped water</b>	Covers the costs of repairing or replacing pipes and their connections that give rise to the leakage of water and/or other conducted fluids, as well as the costs incurred for the above purpose in demolishing or restoring parts of the insured building.
<b>Concealed water leaks</b>	Covers the higher amount invoiced by the company providing the water service, due to higher consumption of the water supplied resulting from hidden leaks resulting from a breakage that has given rise to an indemnifiable loss.
<b>Water overflow due to sewer occlusion and backflow</b>	Covers damage caused by the leakage of water and/or other liquids from overflowing water, sanitation, heating or air-conditioning systems due to the obstruction of the relevant pipes, as well as the backflowing of sewers serving the building.
<b>Search and repair costs for water overflow due to blockage and backflow of sewers</b>	Covers the costs of demolition and restoration of parts of the building and installations incurred in order to investigate and eliminate the blockage that gave rise to the water spillage.
<b>Search costs without material and direct damage</b>	Covers the cost of repairing or replacing the plumbing, sanitation, heating or air-conditioning pipes serving the building whose rupture or blockage gave rise to the leakage of conducted water even in the absence of damage to the insured property.
<b>Expenses for gas leakage search and repair</b>	In the event of a gas leakage ascertained by the emergency service of the distribution company, it covers the costs of repairing or replacing the pipes and their connections that give rise to the gas leakage, as well as the costs incurred in demolishing or restoring parts of the insured building for this purpose.
<b>Electrical phenomena</b>	Covers damage caused by currents, discharges or other electrical phenomena of external origin, including the action of lightning.
<b>Earthquake</b>	Covers earthquake damage if the Property is located in an area identified among those affected by the earthquake in the measures taken by the competent authorities.
<b>Flood and Inundation</b>	It covers flood and inundation damage.
<b>Flood and Water Bomb Damage</b>	Covers damage caused by water accumulated in a normally dry enclosed location as a result of the formation of streams or outdoors, even if caused by excessive rainfall in a short period of time and the inability of the ground to drain and/or absorb the water.
<b>Online trade</b>	It extends cover to damage to goods sold online via its website during transport for delivery to its customer or due to packaging errors.

## IN GUARDIA - THEFT

<p>Activation of the Theft cover provides access, at favourable conditions through the e-commerce platform of Generali Jeniot S.p.A., to the purchase of an integrated anti-intrusion/air and surface sanitation fog system supplied by UR Fog s.r.l., a market leader in the production and marketing of such systems. The purchase, made with an autonomous and separate contract from the insurance contract, allows the insured company's level of protection against theft damage to be raised and therefore to service from a reduction in the premium of the relative guarantee. The purchase costs are not included in the insurance contract premium and are available from the insurance intermediary. If the policyholder services from the reduction in the insurance premium, it is his or her responsibility to proceed with the activation of the anti-intrusion fog system within 30 days of taking out the policy.</p> <p>In addition to what is described in the Non-Life DIP, the following options are available.</p>	
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>	
<b>Alarm system</b>	Presence of burglar alarm system.

<b>Alarm system connected</b>	Presence of burglar alarm system.
<b>Alarm system - fog</b>	Presence of URFOG fog alarm system.
<b>Alarm system connected - foghorn</b>	Presence of URFOG fog alarm system.
<b>Special locking media</b>	Presence of special means of protection and locking
<b>Exclusion of valuables</b>	Excludes cases of theft and robbery of valuables committed on the person of the bearer
<b>Annual limit for all locations</b>	Introduces an aggregate annual compensation limit for all lots and locations specified in the policy
<b>Frontal deductible</b>	Introduces a deductible of €1,000.00 or €2,500.00 per loss.
MAIN OPTIONS WITH PREMIUM INCREASE	
<b>Increased limit for stamps</b>	Raises the cover limit for stamps, as goods for sale, from the 20% of the sum insured stipulated in the insurance conditions.
<b>Supplementary insurance for theft and robbery on cash-in-transit vehicles</b>	Raises the limit of cover for theft and robbery of valuables committed on the bearer's person from the €1,000.00 stipulated in the insurance conditions.
<b>Outdoor goods</b>	Extends cover to property, other than vehicles and vessels, that is located outdoors within an enclosed area within the location specified in the policy.
<b>Outdoor Vehicles and Vessels</b>	Extends cover to vehicles and watercraft that are outdoors within an enclosed area within the location specified in the policy.
<b>Vending machines</b>	Extends cover to burglary suffered by vending machines and the goods contained therein, placed in a special opening in the shop window.
<b>Repayment of the sum insured in the event of a claim</b>	Automatic reimbursement of the sum insured in the event of a claim.



### What is NOT insured?

## IN SOLIDITÀ - FIRE AND OTHER EVENTS

<b>Excluded risks</b>	<p>No additional information other than that provided in the DIP Non-Life document.</p> <p>Optional covers may provide for specific exclusions in addition to those provided in the Non-Life DIP. In particular:</p> <ul style="list-style-type: none"> <li>• Earthquake cover does not apply in the case of buildings that did not comply with the statutory technical standards and any local provisions relating to construction in seismic areas on the date of their construction, and in the case of buildings constructed without the necessary building permits in accordance with the relevant regulations</li> <li>urban planning as well as those declared uninhabitable by order of the Authority at the time the policy is taken out;</li> <li>• flood and inundation cover does not apply to buildings constructed in flood plains and buildings constructed in the absence of the necessary building authorisations in accordance with current urban planning regulations, as well as those declared uninhabitable by order of the Authority at the time the policy is taken out;</li> <li>• the Loss of Rent cover does not operate in the event of pandemic or epidemic illnesses.</li> </ul>
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## IN GUARDIA - THEFT

<b>Excluded risks</b>	<p>No additional information other than that provided in the DIP Non-Life document.</p> <p>Optional covers may provide for specific exclusions in addition to those provided in the Non-Life DIP.</p>
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### Are there any coverage limits?

The coverage limits, which are summarised below, are also detailed guarantee by guarantee in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

## IN SOLIDITÀ - FIRE AND OTHER EVENTS

For Property, Rent Risk, Equipment-Furniture, Goods, Rising Goods, Exterior Plates, Third Party Claims, Refrigerated Goods in Cold Storage, Refrigerated Goods in Counters, Prescription Medication Labels, if insured, the relevant insured sums or limits are indicated in the policy. For certain goods (e.g. valuables, personal items), lower compensation limits may apply than those indicated in the policy for the corresponding lot. The cover includes the following main deductibles and co-payments:

- Art. 1.1 - Gross negligence - Failure to comply with fire prevention regulations: uncovered 10% minimum €1,000.00 - maximum €25,000.00
- Art. 7.1 - Socio-political events: uncovered (10% or 20%) and minimum (€200.00/300.00/500.00, for kiosks €1,000.00) adjustable
- Art. 1.2 - Socio-political events - Bathing establishment equipment: deductible € 500.00

- Art. 7.1 - Atmospheric events: uncovered (10% or 20%) and minimum (€200.00/300.00/500.00, for kiosks €1,000.00) adjustable
- Art. 7.1 - Atmospheric events - Photovoltaic and solar thermal systems and hail on fragile: uncovered (10% or 20%) and minimum (€200.00/300.00/500.00) adjustable
- Art. 7.1 - Atmospheric events - Buildings open on one or more sides: uncovered (10% or 20%) and minimum (€ 200.00/300.00/500.00) adjustable
- Art. 1.2 - Atmospheric events - Bathing establishment equipment: deductible €500.00
- Art. 7.1 - Snow Overload: adjustable deductible (€300.00/500.00/700.00)
- Art. 7.1 - Conducted water: adjustable deductible (€ 200.00/300.00/500.00/1000.00)
- Art. 7.1 - Expenses for searching for and repairing piped water: adjustable deductible (€200.00/300.00/500.00)
- Art. 7.1 - Water overflow due to sewer occlusion and backflow: modulable deductible (€200.00/300.00 /500.00/1000.00)
- Art. 7.1 - Search and repair costs for water overflow due to occlusion and backflow of sewers: modulable deductible (€200.00/300.00/500.00)
- Art. 7.1 - Search costs without material and direct damage: deductible €500.00
- Art. 7.1 - Expenses for searching for and repairing gas leaks: adjustable deductible (€ 200.00/300.00/500.00)
- Art. 7.1 - Electrical phenomena: adjustable deductible (€ 200.00/300.00/500.00)
- Art. 7.1 - Earthquake: modulable deductible equal to 5% or 10% of the sum insured for each lot
- Art. 7.1 - Earthquake - Differences in the construction characteristics of the building: doubling or tripling of the deductible
- Art. 7.1 - Flood and flooding: uncovered 20% with adjustable minimum (equal to 1% or 3% or 5% of the sum insured for each lot)
- Art. 1.2 - Refrigerated Goods - Accidental Breakdown: uncovered 20% minimum €250.00
- Art. 7.1 Online trade: uncovered 15%.

Optional Guarantees may provide for specific compensation limits.

## IN GUARDIA - THEFT

A single Goods-Equipment-Furniture lot is provided for and, if insured, the relevant compensation limit is indicated in the policy. For certain goods (e.g. valuables, personal items), there are lower compensation limits than those indicated in the policy.

The cover includes the following main deductibles and co-payments:

- Art. 1.1 - Theft by fraudulent use of keys or picks without obvious signs of burglary: 20% coinsurance
- Art. 1.1 - Burglary of display cabinets: 25% uncovered minimum €50.00
- Art. 1.2 - Theft and robbery of cash-in-transit vehicles: 20% uncovered
- Art. 3.2 - Theft and robbery committed with the use of vehicles housed with the Insured: 20% deductible
- Art. 5.1 - Theft committed through walls, ceilings or roofs with characteristics other than those foreseen: uncovered 20%.
- Art. 5.2 - Theft committed in kiosks (green building): 20% uncovered
- Art. 5.3 - Theft where the characteristics of the locking media are found to be non-compliant: uncovered 20%.
- Art. 5.3 - Theft with removal of grilles or doors without forcing the relevant structures: uncovered 20%.
- Art. 5.3 - Theft with removal, without breaking the frame, of laminated safety glass panes: 20% uncovered
- Art. 1.2 Theft of bathing establishment equipment: deductible €500.00

Optional warranties may provide for additional specific deductibles, excesses and compensation limits.



## What obligations do I have? What obligations does the Insurer have?

<b>What to do in the event of a claim ?</b>	<b>Reporting the claim:</b> For Theft Cover, the claim must be reported in writing to the judicial or police authorities within 24 hours of the Insured becoming aware of it. For the other Warranties, pursuant to Article 1913 of the Italian Civil Code, the claim must be reported in writing within 3 days from the date on which the claim occurred or the Insured became aware of it, and must contain a narrative of the event with an indication of the date, place and cause of the claim and its consequences, with an indication of the personal details of the injured party and witnesses. Generali Italia may request that the report also be made to the judicial or police authorities.
	<b>Direct/network assistance:</b> For the Fire and other events cover, the Insured who has suffered a claim with an interruption in operations of at least one day, can make use of the BELFOR Company Emergency Assistance Service, a company specialising in post-accident restoration and operational assistance for fire, flood, pollution and natural disaster claims.
	<b>Management by other companies:</b> Not foreseen
	<b>Time-barring:</b> The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>False declarations or withholding of information</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Obligations of the Insurer</b>	Having verified that the guarantee is operative, assessed the damage and received the necessary documentation, Generali Italia shall pay the compensation within 30 days, provided that no objection has been made. For third-party liability covers, Generali Italia assumes the management of disputes both out-of-court and in court, both civil and criminal, including the mediation procedures for civil and commercial disputes, provided for by current legislation, on behalf of the Insured.



## When and how do I pay?

<b>Premium</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Refund</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



## When does the coverage start and end?

<b>Duration</b>	In addition to what is indicated in the Non-Life DIP, Generali Italia may withdraw per claim within 60 days from the Payment of the compensation or from the refusal of payment thereof. This option may also be exercised by the Policyholder if he concludes the contract as a Consumer.
<b>Suspension</b>	It is not possible to suspend guarantees during a contract.



## How can I cancel the policy?

<b>Cooling-off period</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information beyond that provided in the DIP Non-Life.



## Who is this policy designed for?

Attiva Commercio - Modulo Protezione dell'Attività is aimed at public establishments and companies in the commerce sector, both retail and wholesale, that need to protect their business assets from damage caused by fire, socio-political events, atmospheric events, natural disasters, theft as well as damage caused by installations serving business buildings. Certain craft activities such as hairdressing and tailoring are assimilated to commercial activities.



## What costs do I have to bear?

Brokers, for the sale of the ATTIVA Commercio product, receive on average 20.20% of the taxable premium paid by the policyholder for commission-type remuneration.

## HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>To IVASS</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.

### BEFORE TAKING LEGAL ACTION, alternative dispute resolution systems can be used. These include

<b>Mediation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Assisted Negotiation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Other alternative systems of resolution of disputes</b>	In the event of disputes relating to the determination and estimation of damage - within the scope of Fire and other events cover - the contractual expertise provided for in the insurance conditions can be used for the resolution of this type of disputes. The application for activation of the contractual expertise should be addressed to: Generali Italia S.p.A. Via Marocchese 14 – 31021 - Mogliano Veneto (TV) - e-mail: <a href="mailto:generalitalia@pec.generaligroup.com">generalitalia@pec.generaligroup.com</a>

**NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA ONCE YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.**



## THE STRUCTURE OF THE MODULE

The Modulo Protezione dell'Attività is an integral part of the ATTIVA Commercio insurance policy and contains the Special Conditions of the following added Forms of cover:

- In solidità - Property damage - Fire and other events cover
- In guardia - Property Damage - Theft Protection

The Special Conditions consist of:

- the Definitions;
- the Rules specific to the added individual Forms of cover, which contain the specific discipline of those Forms of cover;
- the Common Rules, which contain the discipline common to all added Forms of cover;
- the Rules operating in the event of a claim.

## SPECIAL CONDITIONS

### DEFINITIONS

Generali Italia and the Policyholder shall assign the following terms the following meanings:

<b>Flooding</b>	The presence of water that has accumulated in an enclosed, normally dry place as a result of the formation of streams or external accumulation of water as well as leakage of water, not due to breakage, from water, sanitary and thermal installations.
<b>Flood and Inundation</b>	Leakage of water, and anything carried by it, from the usual banks of watercourses or natural or artificial reservoirs, even if caused by earthquake, landslide, subsidence or landslide when such an event is characterised by violence that can be seen on several entities, whether insured or not, located in the vicinity.
<b>Floodplain area</b>	This is the portion of land between the river bed (the furrow in which the watercourse flows when it has its lowest flow) and the main embankment.
<b>Archives</b>	Archives, documents, drawings, records, microfilm, photocopies. Computer archives" are excluded.
<b>Computer Archive</b>	Set of Data and/or Software stored on Data Media.
<b>Strong cabinets</b>	Safety and armoured cabinets with one or two doors with the following characteristics <ul style="list-style-type: none"> <li>- steel walls and sashes not less than 3 mm thick;</li> <li>- locking movement that operates multiple expanding deadbolts on at least two sides of a sash;</li> <li>- key-operated security lock or numerical or literal combination lock;</li> <li>- minimum weight 100 kg.</li> </ul>
<b>Equipment and Furniture</b>	Equipment and furnishings of the establishment, including signs, electronic machines, and anything else of a similar nature normally pertaining to the declared activity. Hired goods are included. However, vehicles with number plates are excluded. If the premises are rented, this includes upholstery, wall and floor coverings, doors and windows, water, sanitary, heating and air conditioning installations, lifts, hoists, electrical installations, alarm systems, added by the renter Insured. <b>Excluded are the items listed under "Archives", "Computerised Archives", "Valuables" and</b>



	<b>"Bathing Establishment Equipment.</b>
<b>Bathing Establishment Equipment</b>	Beach accessories, sunbeds, deckchairs, parasols, showers, wooden or aluminium cabins, skates and non-motorised pedalos.
<b>Water bomb</b>	Rapid flooding caused by excessive rainfall in a short period of time due to the inability of the soil to drain and/or absorb water.
<b>Safes</b>	Cabinets with walls and doors of adequate thickness, constructed using specific defence materials and defensive devices capable of offering valid resistance to break-in attempts, with construction characteristics not inferior to those provided for strong cabinets (except for the thickness of the walls of walled safes). The weight for non-walled safes must not be less than 100 kg.
<b>Telesurveillance Centre</b>	Operational station to which all alerts relating to one or more detection systems (burglar alarm, anti-intrusion, anti-robbery, CCTV, etc.) are transmitted, connected with the Police or in any case capable of independently responding to the alerts received, by sending its own person in charge to the site from which the alarm was sent, who will carry out a thorough inspection.
<b>Shopping Centre</b>	A complex of independent establishments located in a single building or in several communicating buildings, permanently relying on coordinated management and image and having the following characteristics: <ul style="list-style-type: none"> <li>- during the nighttime hours, it remains closed, preventing the public from entering by closing the ordinary access shafts;</li> <li>- during night-time closing hours is subject to supervision by at least one attendant at all times;</li> <li>- businesses have access predominantly only from within the centre itself.</li> </ul>
<b>Kiosk</b>	Small building with a covered area of no more than 25 m <sup>2</sup> one storey above ground solidly fixed to the ground including fixtures and fittings and concrete foundations.
<b>Green building construction</b>	Building construction with external walls formed of modular sandwich panels of at least 8 cm made of wood material, rock wool and/or other insulating materials, including combustible ones, whether or not covered with plaster, which also have a vertical load-bearing function thanks to galvanised plates bolted together and anchored to the floor with through-bolts; floors and load-bearing structure of the roof also made of wood or other combustible materials; roof, however constructed.
<b>Direct damage</b>	Damage directly caused by an event guaranteed in the policy.
<b>Material Damage</b>	Destruction or deterioration of property that can be physically determined.
<b>Data</b>	Set of logically structured information that can be processed by programmes.
<b>Disaster Recovery</b>	The set of technological and logistical/organisational measures that serve to restore systems, data and infrastructure necessary for the provision of services to third parties, in the face of serious emergencies that disrupt their regular operations.
<b>Explosives</b>	Substances and products that, even in small quantities: <ul style="list-style-type: none"> <li>- in contact with air or water under normal conditions result in Explosion;</li> <li>- by mechanical or thermal action they explode;</li> </ul> and in any case the explosives considered by Article 83 of Royal Decree No. 635 of 6 May 1940 and listed in Annex A thereto.
<b>Explosion</b>	Development of gases or vapours at high temperature and pressure, due to a chemical reaction that self-propagates at high speed.
<b>Excess</b>	A predetermined amount that remains payable by the Insured in the event of a Claim.
<b>Theft</b>	Possession of movable property belonging to another person, taken from the person holding it, in order to gain profit for oneself or others.
<b>Hardware</b>	All electronic equipment consisting of computers and relative peripheral devices (e.g. video, data carriers, keyboards, printers, including multifunction printers and plotters), tablets, smartphones, workstations, servers, computers as well as cabling, Network and telecommunications equipment in general, all installed, tested and ready for use and used by the Insured for the performance of the activity declared in the Policy. Goods that are processed or intended for sale are excluded.
<b>Property - Building</b>	The total building works (excluding area value only) including fixtures and fittings,

	as well as fixed installations serving the building. The following are also included: frescoes, statues and decorations not having artistic value; painting, wallpapering and upholstery; fences as well as shares in the parts of buildings and installations constituting common property. <b>What is indicated under the term "Equipment and Furnishings" is excluded.</b>
<b>Fixed installations serving the building</b>	The following fixed installations at the service of the Building: water, sanitation, photovoltaic and solar thermal, rainwater collection and disposal systems, systems for the exclusive use of heating and air conditioning of the premises, lifts, hoists, electrical systems, alarm systems.
<b>Photovoltaic system</b>	It consists of photovoltaic modules (panels), inverters, control and detection equipment, support structures and any other closely related components. The system must be designed and installed in a workmanlike manner, fixed to the appropriate supports and equipped with panels certified by the CEI standards in force at the time of installation and hail-tested
<b>Solar thermal system</b>	It consists of solar modules (panels), tank, support structures and any other closely related components. The system must comply with the UNI EN standard in force at the time of installation
<b>Implosion</b>	Failure of equipment, tanks and containers in general, due to lack of internal fluid pressure compared to external pressure.
<b>Fire</b>	Combustion, with flame, of material goods outside an appropriate hearth, which can self-extend and spread.
<b>Incombustibles</b>	Substances and products which, at a temperature of 750° C, do not give rise to flame manifestation or exothermic reaction. The test method is that adopted by the Centre for Experimental Studies of the Ministry of the Interior.
<b>Flammables</b>	<ul style="list-style-type: none"> <li>- combustible gases such as, for example, acetylene, methane, ethane, etc;</li> <li>- substances with a flash point below 55° C (such as: petrol, alcohol, nitrocellulose paints, the most common solvents and thinners, etc.). The flash point is determined according to the standards in Ministerial Decree 17 December 1977 - Annex V.</li> </ul>
<b>Internet</b>	Public access network that connects various devices around the world via global interconnection between computer networks of different nature and extent.
<b>External slabs</b>	Panels of glass or glass or plastic material, fixed in their installations or sliding on rails, placed outdoors on shop windows, doors, windows, skylights, structures delimiting the stall or the open-air area pertaining to the establishment, or signs fixed in the Buildings or fixed in their installations not more than 50 metres from the perimeter points, including frames, inscriptions and decorations. <b>Light sources not constituting signs are excluded.</b>
<b>Internal slabs</b>	Panels of glass, glass or plastic material, fixed in their installations or sliding on rails, placed inside the premises of the business on shop windows, doors, windows, signs of the premises of the business, counters, shelves and tables forming part of the equipment and furnishings. Frames, frames, inscriptions and decorations are included. <b>Light sources not constituting signs are excluded.</b>
<b>Glulam</b>	Fabricated wood products and structures intended for structural use: wooden elements formed from thin plates - called lamellas - processed and finished (as far as planing and waterproofing are concerned), and then hot-glued together. They are conventionally considered non-combustible.
<b>Isolated premises</b>	The premises of the business premises containing the insured items shall be considered insulated if, within a radius of 40 metres from these premises, there are no civil dwellings other than the one, if any, of the Insured Person himself.
<b>Electronic machines</b>	Hardware and electronic equipment (cash registers, invoicing machines, scales, photocopying machines, fax machines, developing and printing equipment, alarm systems, telephone equipment, etc.) used in the exercise of the insured activity. <b>Portable electronic machines are included.</b> <b>Excluded are:</b> <ul style="list-style-type: none"> <li>- Buildings, plant, machinery, equipment, furnishings, fixtures and fittings which, while having electronic components, use for their</li> </ul>

	operation of such components in an ancillary manner as regulation and control (e.g. air conditioning and heating systems, refrigerators, dishwashers, washing machines, coffee machines, ovens, sun beds, etc.); - goods being processed or intended for sale; - electronic games.
<b>Portable Electronic Machines</b>	Electronic machines that by their nature and construction can also be transported and used outdoors or in a place other than the insured location.
<b>Pandemic or epidemic disease</b>	Any disease, illness, infection, condition or disorder caused, in whole or in part, by any direct or indirect contact with, or exposure to, pathogens of any nature whatsoever (such as, indicatively and not exhaustively, viruses, bacteria or parasites), regardless of the method of transmission, contact or exposure which have been recognised by the international or national health authorities as spreading at pandemic level, or even more limitedly at local epidemic level, but which, in the latter case, due to their seriousness have entailed the adoption by the competent authorities of specific provisions or measures, not exclusively related to the individual insured event, aimed at preventing the spread and/or containing the contagion.
<b>Maximum</b>	Maximum amount payable by Generali Italia for one or more covers in respect of each claim and/or each injured party and/or each insurance year.
<b>Goods</b>	Goods for sale, including packaging, stocks, raw materials, goods under processing, repair or storage. The value of the Goods includes customs duties and manufacturing taxes that have already been paid.
<b>Leading shop</b>	An establishment located within a shopping centre that occupies the greater part of the sales area of the shopping centre itself, but not less than 20% of it.
<b>Category</b>	Set of goods belonging to one or more categories, insured by a single sum.
<b>Concealed water leakage</b>	Leakage of water occurring in a part of the water system that is buried, walled in or otherwise not directly visible externally.
<b>Floor above ground</b>	The floor of a building at least 50% of the perimeter of which is at a height equal to or greater than that of the surrounding ground or in any case in relation to the latter at a height of not less than thirty centimetres.
<b>Prescription Medication Labels</b>	Detachable map stamps, attached to medicine boxes and bearing the relevant price, used by pharmacies to claim reimbursement from the National Health System.
<b>Perimeter points</b>	The external perimeter walls of the building or, in the case of a fully fenced outdoor area pertaining to the location, the fence itself.
<b>Robbery</b>	Unlawful taking of property by violence or threat.
<b>Discovered</b>	Amount, expressed as a percentage, that remains payable by the Insured in the event of a Claim.
<b>Burst</b>	Sudden bursting of containers due to excess internal pressure of fluids not due to Explosion. The effects of frost and 'water hammer' are not considered Explosion.
<b>Windows</b>	Artifacts for enclosing passageways, lighting and ventilation in buildings.
<b>Software</b>	Sequence of information constituting instructions executable by hardware components.
<b>Earthquake-proof Structure</b>	Structure built in compliance with the principles defined in the Prime Ministerial Order no. 3274 of 20 March 2003 and/or the Decree of the Ministry of Infrastructure of 14 January 2008 containing "Approval of the new technical standards for constructions" and subsequent amendments and/or additions.
<b>Different supporting structures</b>	Non-seismic structures built of materials other than reinforced concrete
<b>Reinforced concrete load-bearing structures</b>	Vertical and horizontal load-bearing structures in reinforced concrete, not earthquake-resistant. They are tolerated and therefore do not constitute an aggravation of risk: - the different construction characteristics of a single portion of the Building whose covered area does not exceed 1/10 of the area covered by the Building itself; - the reinforcement of the wooden roof.

<b>Support/Data Support</b>	Fixed and/or interchangeable material for mass storage, for recording information readable by a hardware component.
<b>Temporary Shop</b>	Commercial establishment for the temporary conduct of business activity in premises other than the locations indicated in the Summary Sheet.
<b>Earthquake</b>	Abrupt and sudden upheaval of the earth's crust due to endogenous causes, provided that the insured Building is located in an area, identified among those affected by the Earthquake in the measures taken by the competent Authorities.
<b>Terrorism</b>	An act of terrorism is defined as any act (including the use or threat of the use of force or violence) committed by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, for political, religious, ideological or similar purposes, including the intention to influence any government or to frighten the population or any part thereof.
<b>Construction type</b>	Construction characteristics of the building.
<b>Roof-Covering-Solai</b>	<ul style="list-style-type: none"> <li>- roof: the complex of elements intended to cover and protect the Building from atmospheric agents, including its load-bearing structures (frame, tie-rods or chains);</li> <li>- roofing: the complex of roof elements excluding load-bearing structures, insulation, ceilings and cladding;</li> <li>- floors: the complex of elements constituting the horizontal separation between the floors of the Building, excluding floors and ceilings.</li> </ul>
<b>Values</b>	Money, securities and credit instruments in general.
<b>Laminated Safety Glass</b>	Panels consisting of two or more sheets with layers of plastic material sandwiched and bonded between them (and for the entire surface) so as to obtain a total thickness of not less than 6 mm, or consisting of a single layer of synthetic material (polycarbonate) with a thickness of not less than 6 mm.
<b>Virus</b>	<p>Software programme capable of autonomously replicating and reinstalling itself between different applications and hardware components, even across networks, leading to:</p> <ol style="list-style-type: none"> <li>a modification of programmes by inserting new instructions in the code;</li> <li>a non-usability of the Data, through deletion or alteration of Files or part thereof;</li> <li>a non-usability of the Data or programmes through changes in the content of the Media.</li> </ol> <p>Any programme capable of propagating itself between different Information Systems (autonomously, using the resources or applications of the Information System in which it resides, exploiting operations carried out unknowingly by the users of the Information System itself), as well as any programme created maliciously or fraudulently with the aim of altering one or more of the characteristics of Availability, Confidentiality, Integrity of an Information System, is equated to a Virus.</p>

## IN SOLIDITÀ - PROPERTY DAMAGE - FIRE AND OTHER EVENTS COVER



### What is insured? Basic cover

#### Art. 1.1 Insured risks

Generali Italia indemnifies material and direct damage caused to insured property by the following events:

- a) **Fire**, including damage caused to the insured property by order of the authorities for the purpose of preventing or stopping the fire, and also damage not caused recklessly by the insured person or third parties for the purpose of damage limitation;
- b) **lightning**, excluding electrical damage to electrical and electronic equipment and installations;
- c) **Explosion and Bursting**, even if occurring outside the Buildings;
- d) **Implosion**;
- e) **sonic wave**;
- f) **falling aircraft and spacecraft**, their parts or transported objects;
- g) **development of fumes, gases, vapours**, escaping as a result of a breakdown - not caused by wear and tear, corrosion, material defects or lack of maintenance - of the heating installations serving the Building (or of the larger Building of which it may form a part), and provided that such installations are connected by means of suitable pipes to appropriate chimneys;
- h) **collision with vehicles that do not belong to the insured party or its servants. Damage to vehicles with number plates is excluded**;
- i) **ruin of lifts and lifts as a result of broken devices**. Generali Italia

also indemnifies:

- j) **damage** occurring as a result of:
  - development of fumes, gases, vapours;
  - failure or abnormal production or distribution of electric, thermal or hydraulic energy;
  - failure or abnormal functioning of electronic equipment, heating or air conditioning systems;
  - leakage or spillage of liquids;

provided they were caused as a consequence of Fire, Explosion, Blast affecting the insured property or other property located at a distance of no more than 50 metres from the insured property (as the crow flies, considering the two nearest perimeter points) that suffered the consequential damage itself.

#### Extension Serious Fault

Generali Italia shall be liable for damage caused by the events for which insurance cover is provided, even if caused by gross negligence on the part of the Policyholder or Insured Person or persons with whom and for whom they are legally liable<sup>1</sup>.

In the event of a Fire, Explosion or Blast claim, this extension of cover is effective provided that the insured activity complies with the applicable fire prevention regulations.

If a Fire Prevention Certificate (C.P.I.) is to be issued for the activity, it is in any case considered to be in compliance with fire prevention regulations even if only a provisional authorisation to carry out the activity has been issued, pending the inspection by the Fire Brigade Command.

#### **There are coverage limits**

**In the event of a Fire, Explosion or Explosion claim, if the business does not comply with the fire prevention regulations in force, it is agreed that the Payment of the compensation liquidated under the terms of the policy shall be made after deducting, for each individual claim, a 10% Deductible, with a minimum of €1,000.00 and a maximum of €25,000.00. This Deductible shall not apply in the cases envisaged in the paragraph "Goods at other locations: dwelling, third-party premises, fairs, exhibitions and Temporary shops" of Art. 1.2 "Insured Goods".**

#### Art. 1.2 Insured Assets

If the relevant sums insured are indicated in the Summary Sheet, property - movable or Real Estate, attic or outdoors, even if owned by third parties - falling under the following Items, pertaining to the declared activity, shall be deemed insured:





- 'Real Estate';
- 'Equipment, Furniture and Goods at Absolute First Risk'.
- "Prescription Medication Labels

that are located within the area relative to the location of the business indicated in the Summary Sheet itself or, for warehouses and depots serving the business as an accessory, in different areas distant from it not more than 300 metres (as the crow flies from the two nearest perimeter points).

They are also insured, if the "Equipment, Furnishings and Goods at absolute first risk" section is insured, even in excess of the insured sum:

- **Values;**
- **Archives and Data Supports;**
- **Personal items owned by the Policyholder or its family members and employees;**

The insurance is provided:

- for **"Building"**, on the basis of **the cost of reconstruction when new**, excluding only the value of the site;
- for **"Property"**, on the basis of **the value in the state of use**, excluding only the value of the area if the optional Guarantee "Value in use" is invoked in the Summary Sheet;
- for **"Equipment and Furnishings"**, on the basis of **the cost of replacement with other new items of equal or equivalent** economic performance, including transport, assembly and tax costs;
- for **"Equipment and Furnishings"**, based on **the value in the state of use** if the optional "Value in use" Guarantee is called up in the Summary Sheet;
- for **"Goods"** sold pending delivery, on the basis of the **selling price**, provided that they are not insured by the buyer himself and that it is not possible to replace them with equivalent goods that have remained uninsured;
- for **Archives and Data Media** according to **the cost of repair or reconstruction**.

#### What is not insured

Premises rented by the Policyholder are excluded from "Property" if "Rental Risk" is indicated in the Summary Sheet.

Equipment, Furnishings and Goods at first absolute risk" are excluded from the Lot:

- the 'Electronic Machines';
- leased assets;

#### There are coverage limits

Valuables, archives, data carriers and personal items are insured up to a limit of 10% of the total value insured under "Equipment, Furnishings and Goods at absolute first risk". In any case, the maximum limit of Euro 2,500.00 shall apply to Valuables and the maximum limit of Euro 5,000.00 shall apply to Archives and Data Supports.

#### Assets not belonging to the Policyholder or in co-ownership

This insurance is taken out for one's own account and for the account of the person entitled.

#### Can third-party assets also be insured?

It is also possible to insure assets owned by third parties used in the production activity that are located in the area where the activity is carried out. However, the value of such goods must be included in the sum insured of the lot to which the third-party goods belong.

#### Goods at other locations: home, third party premises, fairs, exhibitions and temporary shops

The insurance of the "Equipment, Furnishings and Goods at Absolute First Loss" Lot shall extend to goods owned by the Policyholder:

- placed in premises for civil dwelling use (and their annexes) and that are occupied by the Policyholder or otherwise owned by him, provided that the dwelling itself is located within **the area relative to the location of the business** indicated in the policy or in different areas that are **no more than 50 metres** away from it (as the crow flies from the two nearest perimeter points);
- placed in third party premises (for storage, processing or repair or at exhibitions, fairs, shows, etc.) in locations other than the one indicated in the policy within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.
- placed in locations other than those indicated in the Summary Sheet for the Temporary shop activity in the territory of the Republic of San Marino and the Vatican City, for a maximum period of 30 days per insurance annum and provided that a corresponding lease agreement exists with a duration of not more than 30 days.

### There are coverage limits

For assets located on third-party premises, the insurance cover shall be afforded with a limit of compensation of 10% of the sum insured under the relevant Lot and at the absolute first risk, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules that Operate in the Event of an Injury".

### External slabs

Generali Italia indemnifies material and direct damage caused to the External Plates arising from:

- breakage due to an accidental event, including atmospheric events;
- breakage due to the actions of third parties (including employees), including damage resulting from Theft or attempted theft, as well as, in partial derogation of section 3.1 "Limits of cover" (b), damage occurring during civil commotion, strikes, riots, vandalism and malicious acts, including acts of Terrorism and sabotage.

Generali Italia also indemnifies damage caused to other insured property by the breakage of external plates.

The cover operates at first absolute risk, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules Operating in the Event of a Loss".

### What does it mean that the insurance is provided at absolute first risk?

Absolute First Loss insurance is a form of insurance on the basis of which, in the event of a claim, compensation shall be paid up to the amount insured, regardless of the value of the insured assets at the time of the claim, i.e. without the application of the Proportional Rule foreseen by Art. 1.8 of the "Rules that Operate in the Event of a Claim". Said rule, in fact, foresees that if at the time of the claim, the value indicated in the policy of the insured assets is lower than their actual value, the compensation paid shall be reduced proportionally.

#### Example

Sum insured "Goods": euro 10,000.00.

Actual value "Goods": euro 20,000.00.

Limit of compensation for "Goods at other locations": €1,000.00. (10% of the sum insured) Fire damage to insured goods at other locations to the value of euro 500.00.

Even if the actual value of the Goods is EUR 20,000.00 under absolute first loss insurance, the full amount of EUR 500.00 shall be paid.

If the proportional rule had been applied, Euro 250.00 would have been paid, or 50% of the loss, which is the ratio between the sum insured (Euro 10,000.00) and the real value of the insured property (Euro 20,000.00).

If the "Property" class is insured, the Cover shall be in addition to the provisions of article 1.1 "Insured Risks" and to the provisions of any optional Guarantees; in the latter case, limited to the part of the damage that falls within the Excess or Deductible foreseen by these optional Guarantees.

The guarantee only applies to **plates that are undamaged and free of defects on the effective date of the insurance.**

### What is not insured

Damage occurring during removals, repairs, work with the presence of workmen is excluded. Scoring does not constitute indemnifiable damage.

### There are coverage limits

For each Claim, the Payment of the compensation shall take place:

- up to the sum insured indicated in the Summary Sheet;
- if the damage is caused by events other than those indicated in Article 1.1 "Insured Risks" above, the compensation limit per slab shall be €3,000.00;
- with the application of an excess of Euro 200.00 limited to plates placed outdoors on structures delimiting the stall or outdoor area pertaining to the business.

### Refrigerated goods in cold rooms and warehouses

Partially derogating from letter a) of article 3.1 "Limits of cover", Generali Italia shall indemnify material and direct damage suffered by refrigerated goods, kept in cold rooms or warehouses, due to

- lack of or abnormal production or distribution of cold;
- refrigerant leakage;

consequent:

- a) the events referred to in Art. 1.1 "Insured Risks", any other Guarantees always in force or optional Guarantees activated;
- b) the accidental occurrence of faults or breakdowns in the refrigeration plant or in its control and safety devices, as well as in the water supply and power generation or distribution systems directly relevant to the plant itself.

The Cover is provided at absolute first risk, i.e. without application of the proportional rule set out in Art. 1.8 of the "Rules Operating in the Event of a Loss".

**There are coverage limits**

**For each Claim, the Payment of the compensation shall take place:**

- up to the sum insured indicated in the Summary Sheet.

**If the plant is not equipped with control systems with the characteristics described below and the damage is caused by an event as per point b), Payment of the compensation shall be made after deducting, per individual claim, an amount equal to 20% of the compensation, with a minimum of €250.00.**

**In any case, the guarantee is only effective if the failure or abnormal production or distribution of cold has lasted continuously for not less than 12 hours.**

**What obligations I have**

**The Policyholder declares that the installation is equipped with control systems and that these enable the detection of any failure or abnormal production or distribution of cold that extends beyond six hours and undertakes, in this case, to notify Generali Italia immediately by the quickest means available.**

**Refrigerated goods in refrigerated counters and cabinets**

Partially derogating from letter a) of article 3.1 "Limits of cover", Generali Italia shall indemnify material and direct damage suffered by refrigerated goods, stored in refrigerated counters and cabinets, due to

- lack of or abnormal production or distribution of cold;
- refrigerant leakage;

consequent:

- a) the events referred to in Article 1.1 "Insured Risks", any other Guarantees always in force or optional Guarantees activated;
- b) the accidental occurrence of faults or breakdowns in the refrigeration plant or in its control and safety devices, as well as in the water supply and power generation or distribution systems directly relevant to the plant itself.

The Cover is provided at absolute first risk, i.e. without application of the proportional rule set out in Art. 1.8 of the "Rules Operating in the Event of a Loss".

**There are coverage limits**

**For each Claim, the Payment of the compensation shall take place:**

- up to the sum insured indicated in the Summary Sheet.

**If the damage is caused by an event referred to in b) above, the compensation shall be paid after deducting, per individual claim, an amount equal to 20% of the compensation, with a minimum of €250.00.**

**In any case, the guarantee is only effective if the failure or abnormal production or distribution of cold has lasted continuously for not less than 6 hours.**

**Bathing Establishment Equipment**

The Cover operates for Beach Resort Equipment located within the area relative to the location of the activity indicated in the Summary Sheet, including outdoors, for the risks activated in the policy.

The cover operates at first absolute risk, i.e. without the application of the proportional rule as per Art. 1.8 of the "Rules Operating in the Event of a Claim".

**There are coverage limits**

**The Cover is effective, per individual claim and per insurance year, up to a maximum of €15,000.00. The above limit shall be reduced for damage resulting from**

- Socio-political events to euro 5,000,
- Atmospheric events to euro 5,000,

**and related Claims shall be settled with an Excess of 500.00 per individual Claim.**

**Third Party Liability Cover is limited to a maximum compensation of €50,000.00 per claim per insurance year.**



### **Expenses incurred as a result of an indemnifiable claim**

Generali Italia shall also indemnify in excess of the sums insured and at first absolute risk, i.e. without the application of the proportional rule as per Art. 1.8 of the "Rules Governing Claims":

- a) the costs of moving, relocating and storing goods falling under the "Equipment, Furnishings and Goods at absolute first risk" category when such costs are **necessary in order to carry out repairs** to the premises of the location indicated in the Summary Sheet affected by the claim;

**There are coverage limits**

**These expenses are reimbursed up to EUR 10,000.00.**

- b) the necessary expenses for demolishing, clearing, transporting and disposing of the residues of the Accident to the nearest dump or to that imposed by the Authority.

**There are coverage limits**

**These expenses are reimbursed up to EUR 20,000.00.**

Insofar as it is referred to in the Summary Sheet, the optional Guarantee "Increased limits for expenses sustained as a consequence of an Injury" Generali Italia shall indemnify, for the location to which the cover refers, even in excess of the sums insured and at first absolute risk, i.e. without application of the proportional rule pursuant to Art. 1.8 of the "Rules Operating in the Event of a Loss":

- a) the costs of moving, relocating and storing goods falling under the "Equipment, Furnishings and Goods at absolute first risk" category when such costs are **necessary in order to carry out repairs** to the premises of the location indicated in the Summary Sheet affected by the claim;

**There are coverage limits**

**These expenses are reimbursed up to EUR 20,000.00;**

- b) the necessary expenses for demolishing, clearing, transporting and disposing of the residues of the Accident to the nearest dump or to that imposed by the Authority.

**There are coverage limits**

**These expenses are reimbursed up to EUR 50,000.00.**

### **What does it mean to indemnify in excess of the sum insured?**

In general, compensation for material and direct damage to insured property may not exceed the value of the sum insured. However, for certain items, collateral to the damage, this is possible.

#### **Example**

Insured sum lot Building: euro 100,000

Compensation for material and direct damage:  
euro 95,000

Demolition, clearance, transport and disposal costs: euro 10,000 Total  
compensation: euro 105,000 (even if greater than euro 100,000)

### **Increase in the sum insured for Christmas holidays**

It is agreed that the sum insured under "Equipment, Furnishings and Goods at absolute first risk" is increased by 15% for the period from midnight on 30 November to midnight on 10 January.

#### **What is not insured**

**In the determination of this surcharge, the sum relating to "Increased Goods" is excluded.**

### **Removal of insured property**

In the event of removal of the insured property, the insurance, subject to the rules on aggravation of risk, remains valid for the new location.

During the move and for a maximum period of 7 days, the insurance applies to both locations.

### **How does the maximum compensation work?**

Assumed limit of compensation of 10% with a maximum of EUR 20,000.

#### **Example:**

Compensation for material and direct damage: euro 250,000

Maximum compensation limit for demolition, clearance, transport and disposal costs: euro 20,000 (equal to the lower of 10% of euro 250,000 or euro 20,000)

Amount actually incurred: euro 25,000 Settled  
compensation: euro 20,000

### What obligations I have

The Policyholder or the Insurant must give written notice to Generali Italia within 24 hours of the commencement of the move; failing which, cover for the new location shall commence at midnight on the day of the notice.



### What is not insured?

#### Art. 2.1 Exclusions

Damages are excluded:

- a) occurring during acts of war, insurrection, military occupation, invasion;
- b) occurring on the occasion of explosions or emanation of heat or radiation resulting from transmutation of the nucleus of the atom, as well as on the occasion of radiation caused by artificial acceleration of atomic particles;

unless in all the aforementioned cases the Insured proves that the Claim had no connection with such events.

Damage is also excluded:

- c) caused wilfully by the Insured or the Policyholder;
- d) loss or misappropriation of the insured property occurring in connection with Fire or related complementary risks;
- e) to the machine or plant in which an Explosion or Implosion has occurred if the event is caused by wear and tear, corrosion or material defects;
- f) occurring as a result of confiscations and requisitions;
- g) caused by tsunamis, tides, storm surges and seawater penetration;
- h) caused by volcanic eruptions, bradyseism, landslides, subsidence or landslides, avalanches and avalanches;
- i) resulting, in whole or in part, from:
  - alteration, loss of use or functionality, in whole or in part, of Data and any other processing system based on microchips or integrated logic;
  - use of the Internet or similar networks, intranets or other private or similar networks;
  - electronic transmission of Data or other information, including to/from websites or similar (e.g. downloading files/programs from e-mail), including Virus programmes;

if they were not caused by claims:

- indemnifiable under the policy and not specifically excluded by it;
- affecting the insured property.

If the aforesaid events are the cause of other damage not specifically excluded, Generali Italia shall be liable only for that part of the damage not covered by the exclusions.



### Are there any coverage limits?

#### Art. 3.1 Limits of Cover

Damage is also excluded:

- a) suffered by goods under refrigeration as a result of a lack of or abnormal production or distribution of cold or leakage of refrigerant, even if resulting from events for which insurance cover is provided;
- b) occurring in connection with acts of vandalism or malicious acts, including acts of terrorism or sabotage, strikes, civil commotion or riots;
- c) a Electrical and electronic machines and installations, including equipment and circuits, due to the effect of current or discharges or other electrical phenomena for any reason whatsoever, including lightning;
- d) caused by Earthquakes, Flood, Flooding and Water Bombs;
- e) indirect such as changes in construction, lack of rent, enjoyment or commercial or industrial income, suspension of work and any damage that does not concern the materiality of the insured property.

#### Art. 3.2 Excess and Deductible payable by the Insured and limit of compensation

If so agreed:

- the Excess, Generali Italia, in the event of a Claim, shall pay the Insured the sum paid under the Policy

- reduced by the agreed percentage of the Excess, without his being able, under penalty of forfeiture of any right to compensation, to have it insured by others;
- the Deductible, Generali Italia, in the event of a Claim, shall pay the Insured the sum paid under the Policy, less the agreed Deductible, which shall always remain the sole responsibility of the Insured of the Insured Person himself.

If several Deductibles apply, a percentage equal to the aggregate of the percentages will be applied, with a maximum of 35%.

If both the Excess and Deductible are agreed, in the event of a claim, Generali Italia shall pay the Insured the sum paid in accordance with the policy terms and conditions, minus the percentage of the Excess with a minimum equal to the amount of the Deductible.

In the event of insurance with several insurers, the compensation shall be determined in accordance with Art. 6 "Insurances with several insurers" of the Modulo Generale without taking into account the Excess and/or Deductible, the amount of which shall be subtracted subsequently from the amount thus calculated.

For the "Equipment, Furnishings and Goods at Absolute First Risk" category, Generali Italia shall not pay for one or more claims occurring during the insurance annum a sum greater than the maximum sum indicated in the Summary Sheet.

#### What are deductibles and overdrafts?

The deductible is a predetermined amount that remains payable by the Insured in the event of a claim.

The overdraft is an amount, expressed as a percentage of the compensation payable, that remains payable by the Insured in the event of a claim.

#### Example of exemption:

Sum insured Building: euro 100,000 Value

of loss: euro 90,000

Excess: euro 1,000

Settled compensation: euro 89,000 (equal to euro 90,000-1,000)

#### Example discovered

Sum insured Building: euro 100,000.00 Value

of loss: euro 90,000.00

Uncovered: 10%.

Outstanding amount: euro 9,000 (equal to 10% of euro

90,000) Settled compensation: euro 81,000 (equal to euro

90,000-9,000)

#### What happens if an asset is insured with different insurers?

If the same property is insured with several insurers, the Insured may claim from each insurer the compensation due under the respective contract, if the total sums collected do not exceed the amount of the loss.

#### Example

Material and direct damage: euro 100,000

Sum insured with insurer A: euro 100,000 with deductible of euro 5,000 Sum

insured with insurer B: euro 100,000 with deductible of euro 1,000 Theoretically

maximum compensation payable by insurer A: euro 95,000 Theoretically

maximum compensation payable by insurer B: euro 99,000

Each insurer shall apply the full deductible provided for in its contract even if the compensation is less than the maximum compensation.

### Art. 3.3 Frontal deductible

Insofar as the optional "Frontal Deductible" Guarantee is referred to in the Summary Sheet, for each claim relating to the Fire and Other Events, Extraordinary Events, and Installations Guarantees, the compensation shall be paid with application of the Deductible indicated in the Schedule.

This Deductible supersedes any other Deductible or minimum Excess amount (expressed in monetary value) stated in the Conditions of Insurance and in the optional warranties applicable to this Cover.

#### How does the Frontal deductible operate?

##### Example

- Cover A: sum insured with an excess of 250 euros (expressed in monetary value)
- Cover B: limit of compensation with 10% minimum overdraft EUR 500 (expressed in monetary value)
- Cover C: daily allowance with a 3-day deductible (not expressed in monetary value) If a

frontal deductible of EUR 1,000 is introduced, the limits of cover become

- Cover A: sum insured with an excess of EUR 1,000
- Cover B: limit of compensation with 10% minimum overdraft EUR 1,000
- Cover C: daily allowance with 3-day deductible (unchanged)



#### Where does the coverage apply?

##### Art. 4.1 Territorial delimitation

The cover is effective for the locations indicated in the policy, located in the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.

#### Under what operating conditions do we insure?

##### Art. 5.1 Characteristics of the "Building"

With regard to the Buildings insured or containing the insured goods, Cover is provided if each Building is constructed with:

- Incombustible and/or laminated wood vertical load-bearing structures (except those relating to a single portion, if any, whose covered area does not exceed 1/5 of the total covered area of the Building in question),
- external walls (when existing) and roof surfaces also made of non-combustible materials, unless combustible materials are present for no more than 1/5 (1/3 if made of plastic material not expanded or honeycombed) of the respective surfaces.

Roof supporting structures, floors, insulation, ceilings and cladding can also be made of combustible materials.

There may, however, be one or more buildings with characteristics other than those described above, whose covered area as a whole does not, however, exceed 1/10 of the total built area. The characteristics of the materials used for waterproofing, insulation or cladding applied to the outside of the perimeter walls or roofing consisting of bricks, reinforced concrete, concrete, reinforced brick, brick-cement are always tolerated.

Kiosks are tolerated if their construction characteristics fall within the definition of green building construction.

Damage to "Equipment and Furnishings" or "Goods" is indemnifiable irrespective of the construction characteristics of the Building if the damage itself is not a direct consequence of the failure to comply with such characteristics.

##### Art. 5.2 Circumstances not affecting risk assessment

Explosives are tolerated in quantities not exceeding 1 kg.

For the activity "Sporting, hunting and fishing, camping, including clothing, arms and ammunition" mentioned in the Summary Sheet, this limit is raised to 20 kg.

Freely sold pyrotechnic products do not have to be taken into account in the valuation of this quantity if the limits provided for by the applicable legal regulations are complied with. In any case, the value of pyrotechnic products shall not exceed 10% of the value of all other Goods.

Flammables are tolerated in quantities not exceeding 200 kg in interconnected rooms.

They are not to be considered in the evaluation of this quantity:

- bottled spirits;
- Inflammables in fixed unburnable tanks and in heating systems.



### What obligations do I have?

#### **Art. 6.1 Good faith**

The circumstances affecting the assessment of the risk are those referred to in the Policy with the declarations made by the Policyholder, including those concerning the type of activity exercised in the insured property and/or containing the insured goods.

**Incorrect or incomplete declarations made by the Policyholder when taking out the policy, as well as the failure to communicate changes that aggravate the risk, shall entail the loss of the right to compensation or the reduction of the same<sup>2</sup> only if they concern circumstances referred to in the preceding paragraph if**

- are durable;
- and the Policyholder has acted with fraud or gross negligence.

**In the other cases, Generali Italia is in any case entitled to receive the difference in Premium corresponding to the increased risk from the commencement of the contract or, if the increase in risk is later, from the date on which the circumstance occurred.**

#### **Art. 6.2 Right of inspection**

**Generali Italia shall always have the right to visit the premises where the activity indicated in the policy is exercised, and the Insurant shall be obliged to provide all necessary indications and information. The exercise of this right does not release the Insurant from any of his obligations.**



### What is insured? Optional Guarantees

#### **Art. 7.1 Optional Guarantees**

#### **FIRE AND OTHER EVENTS**

##### **Rental risk**

Generali Italia, in the event of liability of the Insurant<sup>3</sup>, shall indemnify the material and direct damage caused by Fire, Explosion or Burst to the premises rented by the Insurant, up to the insured sum indicated in the Summary Sheet. This shall be **without prejudice to the application of the proportional rule as per Art. 1.8 of the "Rules that Operate in the Event of a Loss"** if the sum insured is less than the value of the premises calculated on the basis of the policy according to the criterion relative to the "Property" Lot and depreciated in relation to this:

- to the degree of antiquity;
- the state of preservation;
- to the mode of construction;
- location;
- to the destination;
- to use
- and any other concomitant circumstances.

##### **Third Party Recourse**

Generali Italia undertakes to indemnify the Insured Party, up to the maximum sum indicated in the Summary Sheet, for the sums that it is obliged to pay in principal, interest and expenses - as the party civilly liable pursuant to the law - for material and direct damage caused to third-party property as a consequence of Fire, Explosion or Blast that has affected the insured property, including "Electronic Machines" even if insured separately with the activation of the "MODULO PROTEZIONE DIGITALE".

The insurance covers damage to third parties arising from interruption or suspension - total or partial - of the use of goods, as well as industrial, commercial, agricultural or service activities.

##### **What is not insured**

**The insurance does not cover damage:**



- to things that the Insurant has in consignment or custody or holds in any capacity, with the exception of the vehicles of the employees, clients and suppliers of the Insurant and the means of transport under loading and unloading, or parked as part of the aforementioned operations, as well as the things transported on the same means. In any case, means of transport registered with the Public Motor Registry shall remain excluded from this cover if they fall under the "Goods" category;
- of any kind resulting from water, air and soil pollution.

The insurance does not cover damage suffered by the following persons, as they are not considered third parties:

- a) when the Insured Person is a natural person: the holder himself/herself, his/her spouse, the persons with whom the Insured Person has a civil union or de facto cohabitation<sup>4</sup>, the parents and children of the Insured Person, as well as all the members of his/her registry family as shown on the Family Status Certificate;
- b) when the Insured Person is not a natural person: the legal representative, the partner with unlimited liability, the director who is the legal representative, and the persons who are in the relationship with them as described in a);
- c) companies that - in relation to the Insured Person who is not a natural person - qualify as parent, subsidiary or associated companies<sup>5</sup>, as well as the directors of the same.

#### There are coverage limits

For damage due to the interruption or suspension of activities or the use of assets, the cover is limited to 30% of the Maximum sum indicated in the Summary Sheet.

#### Internal slabs

Cover under the Outer Plates Guarantee is extended to the Inner Plates. Generali Italia shall also be liable for any damage caused to other insured property by the breakage of Interior Slabs.

The cover is provided at first absolute risk, i.e. without application of the proportional rule set forth in Art.

1.8 of the 'Rules Applicable in the Event of a Loss'.

#### There are coverage limits

The compensation payment is made up to the compensation limit of EUR 2,500.00.

#### Online trade

Generali Italia shall indemnify the Insured for material and direct damage to Goods sold on-line via its Internet site resulting from

- a) damage to the product during transport for delivery to its customer;
- b) damage to the product due to packaging errors.

The guarantee **is operative** if:

- a) the customer has returned the product to the Insured within the time limits and according to the rules established by law;
- b) the customer has manifested the will to withdraw from the purchase with a request for reimbursement to the Insured of the amount already paid for the returned product within the time limits and according to the rules established by law, or has requested the replacement of the damaged items with others that are identical in terms of characteristics and value;
- c) the Insured Person has reimbursed the customer for the amount owed to him, or has replaced the damaged items with others that are identical in characteristics and value;
- d) in case of malicious events, a report was made to the competent authorities;
- e) the sale and delivery of products are made to personal addresses excluding post office boxes
- f) the Insured Person can document delivery to the carrier.

The cover is provided at first absolute risk, i.e. without application of the proportional rule set forth in Art.

1.8 of the "Rules Applicable in the Event of an Injury".

#### What is not insured

Generali Italia **does not indemnify** damages:

- caused by **gross negligence on the part of the Insured**;
- **indirect** of any kind.

#### There are coverage limits

The Payment of the compensation takes place:

- with application of the **15% Excess per claim**;
- up to the compensation limit of **€2,000.00**, for one or more Claims occurring during the insurance year.

#### Where coverage applies

The Guarantee is valid for the sale and delivery of products on the territory of the Italian State, the Vatican City State and the Republic of San Marino.



### **Loss of rents**

Partial derogation of letter e) of Article 3.1 "Limits of cover", Generali Italia shall indemnify, if consequent to a claim eligible for Compensation under the "Fire and other events" cover, damage resulting from the loss of rent or loss of use of the insured building, rented by the Insured owner and damaged.

The cover is provided at the absolute first risk, i.e. without application of the proportional rule set out in Art. 1.8 of the "Rules Applicable in the Event of an Injury".

#### **What is not insured**

**The provision of any insurance service, cover or any service in connection with loss, damage directly or indirectly caused by, arising out of or in connection with any pandemic or epidemic disease is excluded.**

**It is also specifically agreed that:**

- **Damage and losses that may result from acts and measures to prevent contagion from any pandemic or epidemic disease ordered by the competent authorities, including in connection with the closure and restriction of operations or for decontamination and disinfection purposes, are excluded;**
- **the presence, threat or suspicion of the presence of a pandemic or epidemic disease cannot in any event constitute a loss or damage eligible for Compensation under the policy.**

**Also excluded are damages caused by delays in restoring the damaged premises, even if due to exceptional causes, or by delays in renting or occupying the restored premises.**

#### **There are coverage limits**

**For each Claim, the Payment of the compensation shall take place:**

- **for the period necessary to restore the insured building with a maximum of one year;**
- **with a limit of compensation of 1/15th of the sum that, with respect to the sum insured for the Building, pertains to the individual building units.**

### **Means of transport entered in the Public Vehicle Register**

As a partial modification of what is indicated as "insured goods" in the definition of "Equipment and Furnishings",

means of transport registered in the Public Register of Motor Vehicles owned by the Insurant, as well as those owned by third parties that the Insurant himself has in consignment, custody or that he holds in any capacity, are included in the cover (**when they do not constitute "Goods"**).

The Cover operates for damage caused by Fire, Explosion and Blast and by the events referred to in the Optional Cover Socio-political Events with the following clarifications:

- in connection with the provisions of Art. 1.6 "Value of Insured Assets" of the "Rules Operating in the Event of a Loss", the relative "value as new" is estimated net of a depreciation established in relation to the type, quality functionality, performance, state of maintenance and any other concomitant circumstances;
- in relation to the provisions of Art. 1.7 "Determination of the loss" of the "Rules Operating in the Event of a Loss", the "supplementary compensation" shall in any case be null and void.

#### **What is not insured**

**Vehicles entered in the Public Register of Motor Vehicles owned by third parties that the Insured Person himself has in consignment, custody or holds in any capacity whatsoever are excluded if the vehicles belong to employees, customers and suppliers, as well as transport vehicles under loading and unloading or parked in the course of the aforementioned operations**

**Damage recoverable under Third Party Liability Cover is excluded.**

**Vehicles covered by other insurance for the same risks are in any case excluded.**

### **Buildings for residential use**

Partially amending what is indicated in Art. 1.2 "Insured assets", "Property" shall be understood to include premises for civil dwelling use (and their annexes) that are occupied by the Insurant, or in any case owned by the Insurant, and that are located within the area relative to the insured location or in different areas that are no more than 50 metres away from this (as the crow flies from the two nearest perimeter points).

The Cover is effective for damage caused by Fire, Explosion and Bursting, the events referred to in the Socio-political Events optional Cover, the events referred to in the Installations - Electrical Phenomenon optional Cover.

#### **There are coverage limits**

**For damage under the optional Installations-Electrical Phenomenon Cover, the compensation shall be paid subject to the €150.00 deductible per claim.**

### **Home effects**

Partially amending what is indicated in Art. 1.2 "Insured assets", the Partita "Equipment, Furnishings and Goods at absolute first risk" shall also include household effects (furniture, furnishings and all household and personal use items) located in the civil dwelling premises (and their dependents) occupied by the Insurant, which are located

within the area relative to the location of the activity indicated in the Summary Sheet or in different areas **no more than 50 metres** away from it (**as the crow flies from the two nearest perimeter points**).

The Cover is effective for damage caused by Fire, Explosion and Bursting, the events referred to in the Socio-political Events optional Cover, the events referred to in the Installations - Electrical Phenomenon optional Cover.

**There are coverage limits**

**For damage under the optional Installations-Electrical Phenomenon Cover, the compensation shall be paid subject to the €150.00 deductible per claim.**

## EXTRAORDINARY EVENTS

### Socio-political events

Partial derogation of the provisions of Art. 3.1 "Limits of cover" lett. b), Generali Italia shall indemnify material and direct damage to property insured under the "Property", "Equipment, Furnishings and Goods at first absolute risk" classes caused by persons (**whether or not employees of the Insurant**) who take part in strikes, popular uprisings or riots, or who commit, individually or in association, acts of vandalism or fraud, including acts of terrorism or sabotage.

Also included are **vandalism, damage and breakage** suffered by the insured property that occurs in the **course of Theft or Robbery or in the attempt to commit them**.

If Theft Cover is also activated, this cover operates in addition to the provisions of letters l) and m) of Article 1.1 "Insured Risks" of the Theft Cover itself, limited to the part of the damage exceeding the compensation limits stipulated therein.

**What is not insured**

**Damage is excluded:**

- caused by the aforementioned persons occupying the insured Buildings or containing the insured goods for more than 5 consecutive days. Damage caused by Fire, Explosion or fire;
- of theft, loss, robbery, looting or attributable to shortages of any kind;
- occurring in the course of the confiscation, seizure or requisition of the insured property by order of any authority, de jure or de facto, or during a lock-out.

**There are coverage limits**

**For each Claim, the Payment of the compensation shall take place:**

- with application of the Excesses and Minimums indicated in the Summary Sheet. For Kiosks that fall under the definition of Green Building, the minimum Excess is euro 1,000.00;
- up to the limit of compensation indicated in the Summary Sheet for each insured category and subject to a sub-limit of 10% of the Sum Insured under the "Equipment" Lot, Furniture and Goods at Absolute First Risk' for outdoor entities such as chairs, tables, parasols and the like.

### **How do the limits of compensation and the Deductibles apply in relation to Sociopolitical Events Covers?**

In the event of a claim, the Sociopolitical Events Cover may provide for a limit of compensation equal to 80% of the sum insured and the application of an Excess calculated on the amount of the damage value, which may be, for example, 10% with a minimum of €500.00.

#### **Example 1**

Sum insured Building euro 100,000.00 Value  
of loss euro 100,000.00

The Excess equal to 10% of the value of the damage, i.e. euro 10,000.00 (which is higher than the minimum of euro 500.00) is first applied to the value of the damage, so the resulting compensation is euro 100,000.00-10,000.00 = euro 90,000.00. Since this amount exceeds the compensation limit (80% of the sum insured of euro 100,000.00), the final amount paid shall be equal to the limit itself, i.e. euro 80,000.00.

#### **Example 2**

Sum insured Building euro 100,000.00 Value  
of loss euro 80,000.00

A 10% Excess shall be applied to the value of the damage (which is greater than the minimum of euro 500.00): euro 80,000.00- 8,000.00= 72,000.00. Since this amount is below the limit, the compensation paid shall be Euro 72,000.00.



### Atmospheric events (wind and hail)

Generali Italia shall indemnify material and direct damage caused to the property insured under the "Property", "Equipment, Furnishings and Goods at absolute first risk" classes by hurricanes, storms, wind and things transported by it, hail and whirlwinds, when the violence characterising such atmospheric events is **felt on a number of insured and uninsured entities**.

#### **What is not insured**

The cover does not include damage:

- a) sustained by External Sheets, Windows, Glazing and Skylights in general. Damage suffered by these goods resulting from breakage or injury sustained by the roof or walls is however covered;
- b) suffered by verandas and roofs in general of balconies, balconies or terraces, outdoor tents, tensile structures, structures delimiting the stall or the area pertaining to the open-air exercise as well as goods placed under them or in the open;
- c) suffered by fences, gates, cranes, overhead cables, photovoltaic and solar thermal installations, signs, antennas and similar outdoor installations;
- d) suffered by pressure sheds and the like, including wooden or plastic sheds and buildings or canopies open on one or more sides or incomplete in their roofs or frames, as well as goods placed under them or in the open;
- e) suffered by fibre cement sheets (including asbestos cement) and plastic artefacts as a result of hail;
- f) caused by dripping or damp, landslides or ground subsidence, snow load, avalanches, frost, floods, storm surges, insufficient rainwater runoff.

#### **There are coverage limits**

Water damage occurring inside the Buildings is only included if directly caused by atmospheric precipitation through injuries caused to the Roof, walls or Windows by the violence of the weather events described above.

For each Claim, the Payment of the compensation shall take place:

- with application of the Deductibles and Minimums indicated in the Summary Sheet. For Kiosks, insured provided they fall within the definition of Green Building Construction, the minimum Excess is €1,000.00;
- up to the limit of compensation indicated in the Summary Sheet for each insured category.

### Atmospheric Events (extension to dehors)

Generali Italia, to the partial exception of what is stated in point b) of the "Atmospheric events (wind and hail)" cover, shall indemnify material and direct damage caused to **verandas and roofs in general of balconies or terraces, external tents, tensile structures, structures that delimit the stall or open-air area pertaining to the business**.

Damage to property located under the aforementioned structures is only included if it occurs as a consequence of damage to such structures.

The cover operates at first absolute risk, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules Operating in the Event of a Loss".

#### **What is not insured**

For insured property located under the above-mentioned structures, however, damage caused by flooding is excluded.

#### **There are coverage limits**

This cover does not apply to damage to external plates.

The Payment of the compensation per claim is made:

- with application of the Deductibles and Minimums indicated in the Summary Sheet.
- up to the limit of compensation indicated in the Summary Sheet.

### Weather events on photovoltaic and solar thermal systems and hail on fragile

Generali Italia, partially derogating from the provisions of the "Atmospheric events (wind and hail)" cover, shall indemnify material and direct damage caused:

- a) to photovoltaic and solar thermal systems from hurricanes, storms, hail and whirlwinds, when the violence characterising such atmospheric events is found on several entities, insured or not;
- b) to windows and doors, external slabs, fibre cement sheets, plastic items even if they are part of buildings or canopies open on one or more sides by hail.

#### **What is not insured**

Hail damage to asbestos-cement slabs and slabs placed outdoors on structures bordering the stall or open-air area pertaining to the business premises is excluded.

### **There are coverage limits**

For each Claim, the Payment of the compensation shall take place:

- with application of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet.

### **Weather events on buildings open on one or more sides**

Notwithstanding the provisions of the "Atmospheric Events (wind and hail)" cover, damage to Buildings and canopies that are open on one or more sides is included if they have unburnt vertical load-bearing structures.

Damage to property under the aforementioned Buildings and canopies is only included if it occurs as a consequence of damage to such Buildings or canopies.

### **What is not insured**

In the case of goods located under buildings and canopies that are open on one or more sides, however, water damage is excluded.

### **There are coverage limits**

The Payment of the compensation takes place:

- with application, for each Claim, of the Deductibles and Minimums indicated in the Summary Sheet;
- up to Euro 20,000.00, for one or more Claims occurring during the insurance year.

### **Snow overload**

Generali Italia shall indemnify the material and direct damage suffered by property insured under the "Building", "Equipment, Furnishings and Goods at first absolute risk" classes following the total or partial collapse of the building caused by snow load on the roofs.

Wet damage occurring inside the Building is included if directly caused by atmospheric precipitation and snow through injuries caused to the Roof, walls or Windows.

Also included are damages of permanent deformation to the load-bearing structures of the roof that impair their stability.

### **What is not insured**

The cover does not include damage:

- by frost or avalanches;
- occurring in Buildings in a state of disrepair or in Buildings under construction or reconstruction or in any case not complying with the legal regulations on snow loads in force at the time of construction, or if they violate subsequently introduced regulations having retroactive effect;
- to tiles and waterproofing. Damage caused by total or partial collapse of the underlying load-bearing structure is, however, covered;
- of permanent deformation to load-bearing timber structures that affect their stability;
- suffered by curtains, signs and the like, external installations, buildings made of wood, plastic or open on one or more sides or incomplete in their closures or frames, verandas and roofs in general of balconies, terraces;
- of collapse to Windows, Glazing, Skylights, Photovoltaic and Solar Thermal Installations when their damage is not caused by total or partial collapse of the Building;
- breakage and deformation of gutters;
- breakage of antennas and chimneys when their damage is not caused by total or partial collapse of the Building.

### **There are coverage limits**

For each Claim, Payment of the compensation shall be made:

- with application of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet for each insured category.

### **When coverage begins and when it ends**

This Cover starts at midnight on the 10th day following the effective date of the Policy. If the Policy replaces another one that already provided the Cover in question, the Cover itself shall also operate during the above-mentioned period under the conditions of the replaced Policy.

Insofar as it is referred to in the Summary Sheet, the "Extended Snow Overload" cover, Generali Italia shall indemnify, as a partial exception to the foregoing, material and direct damage caused by snow overloading that involves

- Collapse to Windows, Glazing, Skylights, Photovoltaic and Solar Thermal Installations when their damage is not caused by total or partial collapse of the Building;
- breakage and deformation of gutters;
- breakage of antennas and chimneys when their damage is not caused by total or partial collapse of the Building.

### There are coverage limits

For each Claim, Payment of the compensation shall be made:

- with application of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet for each insured category.

### When coverage begins and when it ends

This Cover starts at midnight on the 10th day following the effective date of the Policy. If the Policy replaces another Policy that already provided the Cover in question, the Cover itself shall also operate during the above-mentioned period under the conditions of the replaced Policy.

## INSTALLATIONS

### Piped water

Generali Italia shall indemnify the material and direct damage caused to the property insured under the "Property, Equipment, Furnishings and Goods at first absolute risk" classes by the leakage of water and/or other fluids following the accidental breakage of water, sanitation, rainwater collection and disposal, heating or air-conditioning systems serving the insured buildings or containing the insured property, or of the major building of which the same may be part.

### What is not insured

Damage is excluded:

- caused by damp, dripping, overflow or sewer overflow;
- as a result of frost due to burst pipes or conduits:
  - buried or installed outside the building;
  - installed in premises with no heating system or with a system that had not been in operation for more than 72 consecutive hours prior to the Accident.

### There are coverage limits

The Payment of the compensation takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- for Goods located in underground or basement rooms up to the limit of compensation per claim of 30% of the limit of compensation insured under "Equipment, Furnishings and Goods at absolute first risk";
- for frost damage up to the compensation limit of €5,000.00, for one or more Claims occurring during the insurance year.

### Search and repair costs for piped water

With regard to insured property, the "Conduit Water" cover also includes the "costs of searching for and repairing conduit water", i.e:

- the costs of searching for, repairing or replacing pipes and their fittings that give rise to the leakage of water and/or other conducted fluids;
- expenses necessarily incurred for the above purpose for the demolition or restoration of parts of the Building insured.

### There are coverage limits

The Payment of the compensation takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

### Concealed water leaks

Generali Italia shall reimburse the greater amount invoiced by the water supply company due to an increased consumption of the water supplied resulting from hidden losses caused by a **breakage that gave rise to an indemnifiable loss**.

The amount due shall be paid if the water consumption, as per the payment invoice issued by the water supply company, is **higher than the historical average of the consumptions billed in the two previous years**, re-proportioned to the billing period (quarter, semester, etc.) within which the damaging event occurred, increased by 50%.

If the utility has been activated for less than two years, reference shall be made to the historical average consumption for the period since activation of the utility. In the case of a first invoice, the historical average of consumption shall correspond to twice the contractual minimum committed.

The amount is calculated by applying, to the higher consumption thus calculated, the tariffs in force at the time of the Claim by type of service.

### There are coverage limits

Payment of the compensation is made up to €500.00.

Any reimbursements received from policies taken out for coverage with the water supply company or any reductions in the amount of the excess invoice provided for in the supply contract will be deducted from the payment.

#### How is the higher water consumption from hidden leaks calculated?

##### Example

Water consumption from utility invoice: 150 mc Historical

average consumption, increased by 50%: 120 mc Utility

tariff: 1 euro/mc

Compensation: euro 30 equal to  $(150-120) \text{ mc} \times 1 \text{ euro/mc}$

### Water overflow due to sewer occlusion and backflow

Generali Italia shall indemnify the material and direct damage caused to the insured property by the leakage of water and/or other liquids caused by the overflowing of water, sanitation, heating or air-conditioning systems, due to the blockage of the relative pipes, as well as the overflowing of sewers, all if serving the Building, the larger building of which it may form part, or neighbouring buildings.

#### What is not insured

The cover does not include damage:

- damage resulting from backflow or overflowing of the public sewage system;
- damage to goods placed at a height of less than 10 cm above the floor with the exception of road vehicles.

### There are coverage limits

The Payment of the compensation takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

Damage to Goods located in underground or basement rooms is insured up to a limit of compensation of 30% of the Sum Insured under the "Equipment, Furnishings and Goods at absolute first risk" class; without prejudice to the Excess and limits indicated above.

### Search and repair costs for water overflow due to blockage and backflow of sewers

With regard to insured Buildings, the cover includes "Demolition and Restoration Costs" of parts of the Building and installations, incurred in order to search for and eliminate the blockage that gave rise to the spillage of water or other fluids.

### There are coverage limits

The Payment of the compensation takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

### Search costs without material and direct damage

With regard to the insured Property, Generali Italia shall indemnify the costs of searching for, repairing or replacing the pipes, including underground pipes (and relative connections) of the water, sanitation, heating or air-conditioning systems serving the insured Building, the breakage or obstruction of which has resulted in the leakage of water or other fluids, even in the absence of material and direct damage to the insured property. Any expenses, strictly connected and necessary, for the demolition and restoration of parts of the Building are also reimbursed.

#### What is not insured

Research costs arising from:

- rainwater infiltration;
- frost to pipes or conduits installed in rooms without heating systems or with the system not in operation for more than 72 consecutive hours prior to the Accident;
- frost to pipes or conduits buried or installed outside the Building;
- sewer occlusion or backflow. **There are**

### coverage limits

The Payment of the compensation takes place:



- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

#### **Search and repair costs for gas leakage**

In the event of gas leakage from the Insurant's distribution systems serving the insured Property, ascertained by the emergency service of the distribution company, Generali Italia shall indemnify:

- the costs incurred in searching for, repairing or replacing the section of pipe (understood as the set of pipes, bends, fittings and accessories) that gave rise to the gas leakage;
- the expenses necessarily incurred for the above purpose to demolish or restore the insured parts of the Property.

#### **What is not insured**

Excluded are all expenses, other than those listed, that are necessary to bring the installations serving the Building into conformity with the law.

#### **There are coverage limits**

The Payment of the compensation takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

If the emergency service of the distribution company, having ascertained the request for intervention by the Insurant, has not intervened for any reason whatsoever, Payment of the compensation shall be made, for each claim, subject to the application of the 20% Excess with a minimum equal to the Deductible indicated above.

### **Electrical phenomena**

Generali Italia shall indemnify, with partial derogation from the provisions of Art. 3.1 "Limits of cover" letter c), material and direct damage to property insured under the "Property" and/or "Equipment and Furnishings" classes caused by currents, discharges or other electrical phenomena of external origin (including the action of lightning and atmospheric electricity).

#### **What is not insured**

**Generali Italia does not indemnify damages:**

- a) to Electronic Machines;
- b) caused by wear and tear or lack of maintenance;
- c) occurring during assembly and disassembly not related to maintenance or overhaul work, as well as damage occurring during acceptance or testing operations;
- d) due to defects known to the Insured when the Policy was taken out, as well as those for which the manufacturer or supplier is liable by law or contract;
- e) to means of transport registered in the Public Vehicle Register.

#### **There are coverage limits**

**The Payment of the compensation takes place:**

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of compensation indicated in the Summary Sheet for each Lot, for one or more Claims occurring during the insurance year.

## **CATASTROPHIC EVENTS**

### **Earthquake Damage**

Generali Italia shall indemnify, by partial derogation from Art. 3.1 "Limits of cover" lett. d) and within the limits respectively indicated in the Summary Sheet for the individual Insured Items, material and direct damage - including those of Fire, Explosion, Burst - to the Building and/or the insured assets contained therein caused by an Earthquake provided that the Property is located in an area identified among those affected by the Earthquake in the measures taken by the competent Authorities.

Guarantees are provided only in respect of Buildings having the "Construction Characteristics" listed below.

For the purposes of this cover, the tremors recorded in the 72 hours following each event giving rise to the indemnifiable claim shall be attributed to the same earth tremor and the related damage shall therefore be considered a "single claim".

#### **What is not insured?**

**Damage is always excluded from the Guarantee:**

- a) caused by Explosion, emanation of heat or radiation resulting from transmutation of the nucleus of the atom or by radiation caused by artificial acceleration of atomic particles, even if the phenomena themselves were caused by Earthquake;
- b) from Flooding, Flood and Flooding, even if resulting from Earthquake, as well as from volcanic eruption;
- c) caused by a lack of or abnormal production or distribution of electrical, thermal or hydraulic energy, unless such circumstances are related to the direct effect of the Earthquake on the insured property;
- d) of theft, loss, robbery, looting or attributable to shortages of any kind;
- e) indirect, such as changes in construction, lack of rent, enjoyment or commercial or industrial income, suspension of work or any damage that does not affect the materiality of the insured property;
- f) to buildings that did not comply with the statutory technical standards and any local regulations on construction in seismic zones on the date of their construction.

Buildings constructed in the absence of the necessary building authorisations in accordance with current urban planning regulations, as well as those declared uninhabitable by an order of the Authority at the time of signing this policy, are also excluded from "Earthquake Damage" cover.

#### **Are there any coverage limits?**

In the event of a claim, Generali Italia shall pay the Insurant the sum paid under the policy less, for each insured category, an Excess equal to the amount indicated in the Summary Sheet. In no case shall Generali Italia indemnify, for each Lot, for one or more Claims occurring during the same insurance annum, an amount exceeding the "Compensation Limit" indicated in the Summary Sheet.



### ***Building Characteristics for Earthquake Damage***

#### **Earthquake Damage Insurance:**

- for the insured Building shall apply if it and the entire Building of which it may form a part:
  - is not under construction;
  - is in a good static and maintained condition;
  - has characteristics corresponding to what is declared in the Summary Sheet under "Type of construction": Earthquake-resistant structure, Reinforced concrete load-bearing structures, Miscellaneous load-bearing structures;
- for damage to the insured property contained in the Property shall apply even if the Property does not comply with the conditions above if such damages are not a direct consequence of the failure to do so.

#### **There are coverage limits**

The degree of risk depends on the construction characteristics of the building.

In the event of a Claim, if the construction characteristics of the Building differ from those declared in the Summary Sheet under "Construction Type", the following shall apply for settlement purposes:

- a) If "Earthquake-proof Structure" is indicated and it appears, at the time of the Loss or Damage, that the Building insured or containing the insured property does not comply with these characteristics:
  - 1) the Deductible indicated in the Summary Sheet is:
    - doubled, if the construction characteristics fall within those for 'Reinforced concrete load-bearing structures';
    - trebled, if the construction characteristics fall within those for 'Miscellaneous load-bearing structures'.
  - 2) the compensation limit envisaged in the Summary Sheet is reduced by a further 5% if the construction characteristics fall within those envisaged for "Reinforced concrete load-bearing structures" or by 10% if the construction characteristics fall within those envisaged for "Other load-bearing structures".
- b) If "Reinforced concrete load-bearing structures" is indicated and it appears, at the time of the Loss or Damage, that the building insured or containing the insured goods does not comply with these characteristics:
  - 1) the Deductible stated in the Summary Sheet is doubled, if the construction features fall under "Miscellaneous load-bearing structures";
  - 2) the limit of compensation provided for in the Summary Sheet is reduced by a further 5%.

### **Flood Damage**

Generali Italia shall indemnify, by partial derogation from Art. 3.1 "Limits of cover" lett. d) and within the limits respectively indicated in the Summary Sheet for the individual insured classes, material and direct damage - including those of Fire, Explosion, Bursting - to the Property and/or the insured assets contained therein caused by Flood and Flooding, also consequent to Earthquake.

#### **What is not insured?**

Damage is always excluded from insurance:

- a) moisture, dripping, seepage, failure or breakdown of automatic extinguishing systems;
- b) caused by the failure or abnormal production or distribution of electric, thermal or hydraulic energy, unless such circumstances are related to the direct effect of the Flood or Flooding on the insured property;
- c) caused by sewer overflow or backflow if not directly related to the event;
- d) of landslides, subsidence or landslides;
- e) to movable property outdoors;
- f) a Buildings constructed in floodplain areas;
- g) Goods whose base is less than 10 cm above the floor;
- h) Goods placed in basement or semi-basement rooms.

In addition, buildings constructed without the necessary building authorisations in accordance with current urban planning regulations, as well as those declared uninhabitable by order of the Authority at the time this policy is taken out, are excluded from "Flood and Flood Damage" cover.

#### **There are coverage limits**

In the event of a claim, Generali Italia shall indemnify the Insurant for the sum paid under the policy less, for each insured category, the Excess, with a minimum amount equal to that indicated in the Summary Sheet.

Under no circumstances shall Generali Italia indemnify, for each Lot and for one or more claims occurring during the same insurance annum, an amount exceeding the "Compensation Limit" indicated in the

**Summary Sheet. With regard to damage to underground and basement premises and to the goods contained therein, said "Limit of compensation" is reduced by 50%.**

### **Flood and Water Bombs Damage**

In addition to the "Flood and Flood Damage" cover, within the relative insured sums and limits of cover, and partially derogating from Art. 3.1 "Limits of cover" letter d), Generali Italia shall also indemnify material and direct damage to insured property caused by Flooding and Water Bombs.

#### **There are coverage limits**

**For each claim, the compensation shall be paid subject to the application of the Deductibles and Minimums indicated in the Summary Sheet.**

**Under no circumstances shall Generali Italia indemnify, for one or more claims occurring in the same insurance year, an amount exceeding 30% of the individual sums insured for "Flood and Flood Damage" Cover.**

**With regard to the part of the damage relating to underground and basement rooms and, if insured, to the goods contained therein, in no case shall Generali Italia indemnify, for one or more claims occurring in the same insurance annum, an amount greater than 15% of the individual sums insured for "Flood and Flood Damage" cover, with a limit of €25,000.00.**

**However, it is agreed that Generali Italia shall not indemnify for the "Flooding and Water Bombs" cover any sum greater than that indicated in the Summary Sheet.**

### **When does the coverage start and end?**

#### **Commencement of cover under the Catastrophic Events Guarantee**

**Cover provided under Catastrophic Events Insurance takes effect at midnight on the 15th day following the day indicated in the policy if at that time the premium or the first premium instalment has been paid; otherwise, it takes effect at midnight on the 15th day following the day of payment, without prejudice to the deadlines stipulated in the policy.**

**If the contract replaces, without interruption, another contract in force with Generali Italia for the same risk, the cover during the aforementioned 15-day gap shall operate under the terms and conditions of the replaced contract.**

#### **Update of the Conditions Covered by the Catastrophic Events Guarantee**

Generali Italia may notify the Policyholder of the new premium conditions relating to the renewal of the optional "Catastrophic Events" Cover, under the same regulatory conditions as the current Cover, by PEC or registered letter.

Generali Italia shall send the communication at least 60 (sixty) days prior to the expiry date - initial or any tacit renewal - In this case, the Policyholder's willingness to accept the new premium terms and conditions shall be expressed by paying the premium or the premium instalment no later than the thirtieth day following the expiry date of the Cover, against issuance of a receipt.

In the event of non-renewal of the "Catastrophic Events" cover by the Policyholder, the other policy covers:

- if of multi-year duration, shall continue until the expiry date indicated in the Policy without the cover provided for "Catastrophic Events";
- if of annual duration, will be tacitly renewed from year to year without the cover provided for "Catastrophic Events".

In the absence of notification of the new premium conditions, the guarantee will be tacitly renewed from year to year.

#### **Deactivation of cover provided under the Catastrophic Events Guarantee**

By partial derogation of Article 16 "Cancellation and Cancellation from the Cover" of the Modulo Generale, limited to the optional "Catastrophic Events" Cover, Generali Italia and the Policyholder may, at any time, withdraw from the cover provided by the said Cover, giving 30 days' notice, starting from the receipt of the relative communication, to be sent in the form specified in Article 9 "Communications between the Parties" of the Modulo Generale.

Cancellation from Earthquake cover may only be exercised in conjunction with Cancellation from Flood and Flooding, Flooding and Water Bomb cover.

Cancellation from Flood and Flooding cover may only be exercised in conjunction with Cancellation from Flood and Water Bombing cover.

By the 15th day following the effective date of Cancellation, Generali Italia shall reimburse the Policyholder the portion of the premium relating to the unexpired risk period, excluding taxes.





### Summary of insured sums, compensation limits, fixed and percentage excesses

#### Summary Sheet

A summary of the insured sums, limits of compensation, Excesses and Deductibles is provided in the attached Summary Sheet, which forms an integral part of this contract.

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<sup>1</sup> Notwithstanding Article 1900 of the Civil Code

<sup>2</sup> In partial derogation of Articles 1893 and 1898 of the Civil Code<sup>3</sup> In terms of Articles 1588, 1589 and 1611 of the Civil Code<sup>4</sup> As regulated by Law No. 76/2016

<sup>5</sup> Pursuant to Article 2359 of the Civil Code

## IN GUARDIA - DAMAGE TO PROPERTY - THEFT COVER



### What is insured? Basic cover

#### Art.1.1 Insured Risks

Generali Italia indemnifies material and direct damage to insured property caused by the following events:

- a) Theft by breaking and entering premises by breaching their external defences by:
- breakage, burglary;
  - breaking through walls, floors and ceilings;
  - with fraudulent use of keys, picks and similar tools even without these leaving obvious signs of burglary.

#### **There are coverage limits**

**In the event of a Loss, an Excess of 20% shall apply. If a report has been made for the loss or theft of keys, this Deductible shall not apply if the Theft has been committed within 5 days from the day following the report.**

- b) Theft committed by entering the premises by a means, other than the ordinary way, which requires overcoming obstacles or shelters by the use of artificial means (such as, for example, ladders, ropes and the like) or special personal agility.
- c) Theft committed by persons who remained clandestinely on the premises, if the removal of the stolen goods took place afterwards when the premises were closed.

If for all or part of the insured goods special internal defences are provided for in the policy, Generali Italia shall indemnify the loss only if the perpetrator of the Theft, after having entered the premises in one of the ways mentioned above, has breached such defences by breaking or breaking and entering.

- d) Theft by smash-and-grab, i.e. glass breakage of shop windows during public opening hours and in the presence of employees.
- e) Theft by breaking the glass panes of fixed windows and effectively closed glass doors during daytime and evening closing times, limited to the period between 8 a.m. and midnight.
- f) Theft through the lights of the grates and window frames, breaking the glass behind but remaining outside the premises.
- g) Theft occurring in the manner described above even if committed by an employee of the Policyholder or the Insured and if the following circumstances occur
- the perpetrator of the Theft is not entrusted with the custody of the keys to the premises, nor with the custody of the keys to the particular means of internal defence provided for in the policy, or with the internal surveillance of the premises;
  - Theft is committed while the premises are closed and at times other than those during which the employee performs his duties on the premises.
- h) Robbery also committed by employees, by forcing the insured person, his employees or other persons present, to hand over insured property by means of violence or threat occurring on the premises indicated in the policy, even when the persons on whom violence or threat is made are taken from outside and are forced to go to the premises.
- i) Theft and Robbery of Valuables committed on the person of the Money Carrier and more specifically by:
- Theft due to accident or sudden illness of the person in charge of transporting the valuables;
  - Theft by stealth, limited to cases where the person in charge of the carriage has the valuables on him/her or within reach;
  - mugging or Theft by snatching the Valuables from the person's hand or body;
  - Robbery;

committed, outside the premises, during the transfer of the Valuables to the Insured Person's domicile, to the premises of suppliers and/or clients, to offices having business relations with the Insured Person and vice versa. For the **cover to be fully effective, the transport must take place without interruption, i.e. without intermediate stops.**

#### **There are coverage limits**

**In the event of a claim, Generali Italia shall pay the Insurant the sum paid under the policy less the 20% Excess, without taking into account any other Excesses and/or Deductibles in the policy.**

Generali Italia shall also indemnify documented medical expenses (excluding medicines) arising from the injury suffered by the Carrier as a result of a robbery or burglary (consumed or attempted) eligible for compensation under the policy.

**There are coverage limits**

**Coverage is limited to a maximum of EUR 1,000.00 per insurance period.**

- j) Theft and Robbery occurring in connection with popular uprisings, strikes, riots, acts of Terrorism or organised sabotage.
- k) Damage, including vandalism, caused to insured property and occurring in the course of Theft or Robbery or in the attempt to commit them.

Generali Italia also indemnifies:

- l) Theft, occurring in the manner stated above, of fixtures and fittings of the Property that are the property of the Policyholder and that do not fall under the definition of "Equipment and Furnishings" as they are part of the "Buildings

**There are coverage limits**

**The cover is provided up to an annual limit of 10% of the sum insured under the "Goods, Equipment and Furnishings" section.**

- m) breakages caused by thieves to the parts of the building constituting the premises containing the insured goods and to the fixtures and windows protecting and guarding the accesses and openings of the said premises, including safe and armoured rooms (excluding contents) and their doors. This shall also include damage caused by thieves to external fixtures, such as gates (including their locks and/or padlocks), gates or fences placed to protect the open area pertaining to the location.

**There are coverage limits**

**The cover is limited to €2,000.00, without application of any Excesses and/or Deductibles provided for in the policy.**

- n) the documented expenses for replacing the locks of the premises containing the insured goods with the same or equivalent ones following the loss or theft of the keys from the Insurant or others. Compensation shall be paid only following a report duly made to the Public Security authorities

**There are coverage limits**

- **Compensation is limited to only those expenses actually incurred within the twelve-month period after the complaint;**
- **In no case shall Generali Italia pay, per insurance year, an amount exceeding 5% of the sum insured "Goods, Equipment and Furnishings" with a maximum of euro 500.00.**
- o) damage resulting from robbery committed on the Insured's clients of clothing and personal effects, including money and valuables, occurring within the premises.

**There are coverage limits**

**In no event shall Generali Italia pay, per individual claim and per insurance year, an amount exceeding 10% of the sum "Goods, Equipment and Furnishings" with a maximum of euro 1,500.00 for clothing, personal effects and valuables and euro 250.00 for money.**

**Interior and exterior showcases**

The insurance of Goods is extended to Theft by burglary of internal (in the presence of employees in the open premises) and external windows. **With regard to external windows, the insurance cover shall apply if the windows are properly secured and closed with locks and padlocks and are located near the entrances to the business premises.**

**There are limits to coverage** The guarantee is in force:

- **with the application of the 25% Excess, with a minimum of Euro 50.00 and without taking into account any other Excesses and/or Deductibles provided for in the policy;**
- **with a maximum limit of compensation of 10% of the sum insured under "Goods, Equipment and Furnishings" per insurance year.**

**Expenses for preventive equipment and locking media (additional allowance)**

Generali Italia shall pay additional compensation for expenses incurred by the Insured Person in order to reinforce or install prevention or alarm systems, as well as means of locking windows, doors, windows or other lights.

**There are coverage limits**

**The additional compensation shall be paid up to 10% of the compensation paid under the policy, with a maximum limit of €5,000.00 and provided that it corresponds to documented expenses actually sustained within 45 days from the date of the claim. This additional compensation shall be paid even if the total compensation exceeds the sum insured.**



### Removal of insured property

In the event of removal of the insured property, the contract, subject to the rules on aggravation of risk, shall remain valid for the new location.

During the move and **for a maximum period of seven days**, the insurance applies to both locations and subject to the sum insured indicated in the Summary Sheet to which the location relates.

#### **There are coverage limits**

**The Policyholder or the Insured must give written notice to Generali Italia within 24 hours of the start of the move; failing this, cover for the new location shall commence at midnight of the day of the notice.**

### Temporary removal of contents following an accident

In the event of a claim eligible for Compensation under Theft Cover, cover shall remain in force for goods relating to the "Goods, Equipment and Furnishings" Lot that have not been damaged, in the event of removal and temporary relocation to other premises even if not identified as the policy location.

#### **There are coverage limits**

**Limited to Theft Cover, the cover is effective if the premises at the new location have similar construction features and means of protection as the previous ones.**

### **Art. 1.2 Insured Assets**

The insurance shall cover assets - including those owned by third parties - falling under the **"Goods, Equipment and Furnishings"** Lot, indicated in the Summary Sheet, pertaining to the activity specified therein (including any warehouses, offices and company services), which are located within the premises where the activity indicated in the Summary Sheet is located.

The insurance shall extend to goods placed in other premises located in the same enclosure or, if there is no such enclosure, in premises constituting warehouses or storerooms that are ancillary to the business and located **within 300 m (as the crow flies from the two nearest perimeter points)** of the business, even if these premises are not identified as the policy location.

The sum insured of the "Goods, Equipment and Furnishings" Lot shall be deemed to be increased by the sum insured of the "Increased Goods" Lot, if any, shown in the Summary Sheet for the months specified therein only.

The following are also insured, without the application of any Deductible indicated in the Summary Sheet referred to in Art. 3.1:

- **Archives and Data Supports;**
- **Personal items**, including documents, belonging to the Policyholder or its family members and employees;
- **Values**, which do not constitute Goods.

The insurance is provided at the absolute first risk<sup>1</sup>, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules Operating in the Event of a Loss".

#### **What is not insured**

**Vehicles with number plates that do not constitute goods for sale are excluded from the "Goods, Equipment and Furnishings" Lot.**

**Goods, Equipment and Furnishings" are excluded from the category:**

- **leased assets;**
- **vehicles with number plates that are not goods for sale.**

#### **There are coverage limits**

- **Archives, as well as data media, wherever located on the premises as indicated above, are insured up to an annual limit of 10% of the sum insured under "Goods, Equipment and Furnishings";**
- **Personal items, including documents, belonging to the Policyholder or his/her family members and employees located on the premises as indicated above, shall be insured up to an annual limit of 10% of the sum insured under the "Goods, Equipment and Furnishings" class. With regard to documents, Generali Italia shall reimburse only the expenses sustained for their duplication, with the annual limit indicated above and with a maximum of euro 500.00;**
- **Valuables are insured up to an annual limit of 10% of the sum insured under "Goods, Equipment and Furnishings":**
  - **against Theft anywhere on the premises as set out above; this limit is raised to 30% if the Valuables are kept in strong cabinets and safes;**
  - **against Robbery: anywhere in the premises as indicated above;**
  - **against Theft and Robbery committed on Armoured Personnel Carriers (under the terms of Art. 1.1 lit. i). Insofar as the Optional Cover "Exclusion of Robbery and Theft and Robbery of Valuables on Securities Carriers" is referred to in the Summary Sheet, the aforementioned cover shall be considered inapplicable.**

Insofar as it is referred to in the Summary Sheet, the optional cover "Increased limit of Valuables for Robbery and for Theft and Robbery of Valuables committed on Valuables" the covers "Robbery of Valuables" and "Theft and Robbery of Valuables committed on Valuables" are indemnified with the increased limits as indicated in the Schedule.

#### **What does it mean that Theft insurance is provided on an absolute first loss basis?**

Absolute First Loss insurance is a form of insurance on the basis of which, in the event of a claim, compensation is paid up to the insured sum, regardless of the value of the insured assets at the time of the claim, i.e. without application of the Proportional Rule set forth in Article 1907 of the Civil Code. Said rule, in fact, provides that if at the time of the claim the value indicated in the policy of the insured goods is lower than their actual value, the compensation paid shall be reduced proportionally. The advantage for the client of absolute first loss cover is also that of not having to provide an estimate of the real value of the insured goods at the time the contract is concluded.

#### **Example**

Sum insured in the policy for "Goods, Equipment and Furnishings" euro 5,000.00. Total value of the goods euro 15,000.00.

Theft of insured property to the value of Euro 4,000.00.

Under absolute first loss insurance, the full amount of Euro 4,000.00 is paid regardless of the fact that the total value of the insured goods is Euro 15,000.00.

If the proportional rule had been applied, Euro 1,333.00 would have been paid, or 33.33% of the loss, which is the ratio between the sum insured (Euro 5,000.00) and the real value of the insured property (Euro 15,000.00).

#### **Stamped Values**

Stamped securities, as goods for sale, are insured up to a **limit of 20%** of the sum insured "Goods, Equipment and Furnishings".

Insofar as the optional Guarantee "Increased limit for stamped values" is referred to in the Summary Sheet, the limit for stamped values is increased as indicated in the Summary Sheet.

#### **Prescription Medication Labels**

Insofar as the "Prescription Medication Labels" class is insured, Generali Italia shall indemnify damage directly caused by the removal or destruction of Prescription Medication Labels - to be presented to the competent health authority for reimbursement.

Prescription Medication Labels fall within the scope of the "Theft and Robbery committed on Armoured Personnel Carriers" cover under the terms of Art. 1.1 lett. i).

Prescription Medication Labels are excluded from the Lot "Goods, Equipment and Furnishings" and do not fall within the definition of Valuables or Archives.

#### **There are coverage limits**

The Cover is limited to the Sum Insured as set out in the Summary Sheet.

#### **Increase in the sum insured for Christmas holidays**

For the purposes of the guarantees provided under this cover, the sum insured under "Goods, Equipment and Furnishings" is increased by 15% for the period from midnight on 30 November to midnight on 10 January.

In determining this surcharge, however, the sum relating to "Increased Goods" must be excluded.

#### **Goods at other locations: home, third party premises, fairs, exhibitions and temporary shops**

The insurance of "Goods, Equipment and Furnishings" is extended to goods owned by the Policyholder:

- places in premises for civil habitation (and their dependencies) and that are occupied by the Policyholder or otherwise owned by the Policyholder, if the dwelling itself is located within the area relative to the location of the business indicated in the Summary Sheet or in different areas distant from it by **no more than 50 metres (as the crow flies from the two nearest perimeter points)**;
- placed in third party premises (for storage, processing or repair or at exhibitions, fairs, shows, etc.) in locations other than the one indicated in the Summary Sheet within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State;
- placed in locations other than those indicated in the Summary Sheet for the Temporary shop activity in the territory of the Republic of San Marino and the Vatican City, for a maximum period of 30 days per insurance annum and if there is a corresponding rental contract with a duration not exceeding 30 days.
-

### There are coverage limits

This cover operates with a limit of compensation of 20% of the sum insured.

### Bathing Establishments

Equipment of the bathing establishment connected to the insured activity is insured if it is located in the bathing establishment itself, stored in closed rooms.

The provisions of Article 5.2 - Means of Locking the Premises apply to Theft Protection.

### There are coverage limits

The cover shall be limited to €5,000.00 per claim and per insurance annum, also in excess of the "Goods, Equipment, Furnishings" Lot, and subject to deduction, per claim, of an Excess of €500.00.

### Assets not belonging to the Policyholder or in co-ownership

This insurance is taken out for one's own account and for the account of the person entitled.

#### What does own-account insurance mean and whose insurance is it?

It means that it is possible to insure both the policyholder's property and the property of third parties relating to the business activity when it is located at the insured premises.

However, the value of third-party goods must also be included in the sum insured of the lot to which the goods relate.



### What is NOT insured?

#### Art. 2.1 Exclusions

Damages are excluded:

- a) occurring during earthquakes, volcanic eruptions, floods, hurricanes, whirlwinds, storm surges and landslides and other disruptions of nature;
- b) occurring during acts of war, invasion, military occupation, insurrection;
- c) occurring on the occasion of Explosions or emanation of heat or radiation resulting from transmutation of the nucleus of the atom, as well as on the occasion of radiation caused by artificial acceleration of atomic particles;
- d) occurring during confiscations and requisitions.

The Loss or Damage is nevertheless covered if, in all the aforementioned cases, the Insured proves that the Loss or Damage is unrelated to such events. Damage is also excluded:

- e) loss or misappropriation of insured property occurring in connection with Fire, Explosion and Blast;
- f) resulting from a lack of or abnormal production or distribution of cold or leakage of ~~heat~~ even if caused by insured events;
- g) caused or facilitated with wilful misconduct or gross negligence by the Insured, as well as damage caused or facilitated with wilful misconduct or gross negligence by
  - persons living with the insured person or occupying the premises containing the insured goods or premises communicating with them;
  - in charge of the surveillance of the goods themselves or of the premises containing them;
- h) caused to the insured items when the premises containing them remain unattended for more than 45 consecutive days and the insurance ceases at midnight on the 45th day. For money and securities in general, termination commences at midnight on the 8th day.



### Are there any coverage limits?

#### Art. 3.1 Excess to be borne by the Insured

If it was agreed:

- the Excess, Generali Italia, in the event of a Claim, shall pay the Insured the sum paid under the policy less the agreed percentage of the Excess, and the Insured may not, under penalty of forfeiture from



- any right to compensation, have it insured by others;
- the Deductible, Generali Italia, in the event of a claim, shall pay the Insured the sum paid under the policy, less the agreed Deductible, which shall always remain the sole responsibility of the Insured.

If several Deductibles apply, a percentage equal to the aggregate of the percentages is applied, with a maximum of 30%.

If both the Excess and Deductible are agreed, in the event of a claim, Generali Italia shall pay the Insured the sum paid under the policy less the percentage of the Excess with a minimum equal to the amount of the Deductible.

In the event of insurance with several insurers, the compensation shall be determined in accordance with Art. 6 "Insurances with several insurers" of the Modulo Generale without taking into account the Excess and/or Deductible, the amount of which shall be subtracted subsequently from the amount thus calculated.

**What does it mean that in the event of a claim there is a 25% deductible with a minimum of EUR 50.00?**

In the event of a Theft claim, an Excess may be applied, i.e. a percentage value calculated on the amount of the liquidated sum that remains the responsibility of the insured party and that is therefore not recognised in the indemnified amount. The amount thus calculated shall then be compared with the minimum, which shall prevail if the amount calculated is lower.

**Example:**

Sum insured in the Policy for "Goods, Equipment and Furnishings" euro 5,000.00. Theft of insured goods to the value of euro 1,000.00.

The sum paid is Euro 1,000.00 because the sum insured is sufficient. The compensation is reduced by euro 250.00 (25% of euro 1,000.00) thus guaranteeing an compensation of euro 750.00. This is because the value is higher than the minimum of euro 50.00.

If the Theft of insured goods had been worth EUR 110.00, the minimum of EUR 50.00 would have been deducted (thus compensating EUR 60.00) as the value of the Percentage Excess would have been lower, i.e. EUR 27.50.

**Art. 3.2 Vehicles stored on the premises or in the area in use by the Policyholder or Insurant**

If the Theft or Robbery is committed by using, for the removal of the insured goods, vehicles located on the premises indicated in the policy or in the fenced area in use by the Policyholder or Insurant, Generali Italia shall pay the sum calculated on the basis of the policy, reduced by the 20% Excess that remains the responsibility of the Insurant, who may not, under penalty of forfeiture of any right to compensation, have the insurance cover provided by others.

**Art. 3.3 Theft and Robbery committed by employees**

Generali Italia shall not indemnify damage caused or facilitated with wilful misconduct or gross negligence by the Insurant, nor damage caused or facilitated with wilful misconduct or gross negligence by employees of the Insurant or of persons who live with the Insurant or occupy premises containing the insured goods or premises communicating with the Insurant, except as provided for in Art. 1.1 lett. g) and h).

**Art. 3.4 Total annual compensation limit for Theft Cover for all Insured Items and locations specified in the policy**

Under no circumstances shall Generali Italia indemnify, for one or more claims suffered by the insured assets, an amount that exceeds the "Overall annual limit of Theft Cover for all insured Items and for all locations indicated in the policy" specified in the Summary Sheet.

**Art. 3.5 Frontal deductible**

Insofar as the Optional Cover "Front Deductible" is referred to in the Summary Sheet, for each Loss relating to the THEFT COVER, the compensation shall be paid subject to the deductible indicated in the Schedule.

This Deductible supersedes any other Deductible or minimum Excess amount (expressed in monetary value) stated in the Conditions of Insurance and in the optional guarantees operating under this Cover.





## Where does the coverage apply?

### Art. 4.1 Territorial delimitation

The guarantee operates solely within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.

## Under what operating conditions do we insure?

### Art. 5.1 Characteristics of the Building

The building in which the premises containing the insured goods are located must be constructed and covered with:

- a) reinforced concrete, concrete blocks, bricks, stones and other similar materials;
- b) panels, made of double sheet steel with insulation in between, joined together by interlocking;
- c) other materials commonly used in the building industry: this is, however, limited to floors and roofs as well as to the walls of rooms only insofar as they are not less than 4 m high from the ground, from water surfaces, as well as from surfaces that are accessible and practicable from the outside by ordinary means (such as balconies, stairs, terraces and the like).

If the eaves line of the roof of the building is situated at a height of less than 4 m as stipulated above for walls, the roof must be constructed according to one of the following characteristics:

- with materials commonly used in construction but with underlying floors;
- in reinforced brick or reinforced concrete and without skylights or in totally fixed reinforced glass-concrete. **There are roofing limits**

A 20% Excess is applied when the Theft is committed through walls, floors or roofs that do not have the characteristics described above.

This Deductible also applies if the insured goods are contained in Kiosks that fall under the definition of Green Building Construction.

### Art. 5.2 Means of closing the premises

A) A prerequisite for the indemnifiability of damage occurring on the premises, with the exception of robbery damage, is that every opening in the premises containing the insured goods, located vertically less than 4 metres from the ground, from water surfaces, from shelves (such as balconies, stairs, terraces and the like), accessible and practicable from the outside without the use of personal dexterity or tools, must be defended by at least one of the following means

- Windows made of wood, rigid plastic material, laminated safety glass, metal or metal alloy, other similar materials commonly used in construction; the whole totally fixed or closed with devices (such as bars, bolts or the like) that can only be operated from the inside, or closed with locks or padlocks;
- gratings (including those made of metal or metal alloy bars other than iron) fixed into the walls or structure of the windows and doors.

Spans are permitted in metal or metal alloy gratings and windows, provided they are of such size that they do not allow access to the premises containing the insured goods except by breaking into the relevant structures or locking devices.

#### **There are coverage limits**

If, in the event of a claim, it is found that the characteristics of the means of closing the premises do not comply with the provisions of this article, a 20% Excess shall be applied.

This Deductible shall not be applied if:

- the discrepancy was irrelevant to the thieves' entry into the premises;
- The theft was committed with only the breaking of non-laminated safety glass:
  - when there is the presence of people working a regular shift;
  - for theft committed in the manner described in points e), f) of Art. 1.1 Insured risks.

The insurance shall also apply, subject to a 20% Excess, in the following cases:

- Theft committed by removing bars, locks or locks attached to them, without breaking or forcing the relevant structures or installation locations;
- Theft committed by removing laminated safety glass panes from their housing without breaking the frame.

B) Insofar as referred to in the Summary Sheet the "Special Means of Protection and Locking" Guarantee, the conditions under subparagraph A) are replaced in their entirety by the following:

A prerequisite for the indemnifiability of damage occurring on the premises, with the exception of robbery, is that every opening (door, window, skylight, shop window, etc.) of the premises containing the insured goods, located vertically less than 4 m from the ground, from water surfaces or from shelves accessible and practicable from the outside without the use of personal dexterity or tools (shelves such as, for example, galleries, stairs, terraces and the like) must be defended by at least one of the following means

- Windows by:
  - solid wood (i.e. wood in the form of boards, chipboard and the like, even in layers glued together) with a minimum total thickness of 15 mm;
  - steel sheet with a minimum thickness of 0.8 mm (with or without coating of other material);
  - special laminated safety glass mounted on a metal frame firmly fixed to the wall; without lights of any kind, locked with safety locks using deadbolts of adequate strength and length or strong padlocks that can only be operated from the inside;
- full-section iron gratings of a minimum thickness of 15 mm, anchored in the wall, with spans, if rectangular, having sides measuring not more than 50 and 18 cm respectively, or, if not rectangular, of a shape inscribed in the aforementioned rectangles or of a surface area not exceeding 400 cm<sup>2</sup>.

**There are coverage limits**

If the means of protection and closure do not meet the characteristics set out under B):

- The provisions of the conditions set out under (A) continue in full force and effect;
- shall apply a 15% Deductible for all claims, except for the application of higher Deductibles in the cases provided for in subparagraph A). This 15% Deductible shall be increased to 30% in the event of Theft committed solely with the breakage of crystals or non-laminated safety glass, but without breakage of the structures and locking media.



**What obligations do I have?**

**Art. 6.1 Right of inspection**

Generali Italia shall always have the right to inspect the premises where the activity indicated in the policy is carried out and the Insurant shall be obliged to provide all necessary indications and information. The exercise of this right does not release the Insurant from any of its obligations.



**What is insured? Optional Guarantees**

**Art. 7.1 Optional Guarantees**

**Intrusion alarm system**

Theft Insurance is provided considering the presence of an intruder alarm system as declared in the Policy.

**There are coverage limits**

If the burglar alarm system is not activated for any reason, in the event of Theft, a 10% Excess shall apply.

**Intrusion Alarm System - URFOG Fogger**

Theft Insurance is provided considering the presence of an intrusion alarm system - URFOG fog alarm as declared in the Policy.

**There are coverage limits**

If the burglar alarm system is not activated for any reason, a 20% Excess shall be applied in the event of Theft. The Excess shall not apply during the 30 days following the activation of the Cover.

**Intrusion alarm system connected**

Theft Insurance is provided considering the presence of an intruder alarm system **connected** as declared in the Policy.

**There are coverage limits**

If the burglar alarm system is not activated for any reason, in the event of Theft, a 20% Excess shall apply.

### **Intrusion alarm system connected - URFOG fogger**

Theft Insurance is provided considering the presence of a connected burglar alarm system - URFOG Fog as declared in the policy.

#### **There are coverage limits**

**If the burglar alarm system is not activated for any reason, a 40% Excess shall be applied in the event of Theft. The Excess shall not apply during the 30 days following the activation of the Cover.**

### **Outdoor goods**

The insurance cover is extended to goods falling under the Partita "Goods, Equipment and Furnishings" other than vehicles and watercrafts, which are outdoors if they are within an enclosed area, exclusively within the location indicated in the policy. For the purposes of this extension, an enclosure shall be considered to be the area pertaining to the insured location, surrounded by houses, walls, gates, wire mesh, having one or more entrances guarded by gates, doors, all locked or with suitable locking devices.

#### **There are limits to coverage**

**The guarantee is in force:**

- **with the application of the 25% Excess, with a minimum of Euro 100.00 and without taking into account any other Excesses and/or Deductibles provided for in the policy;**
- **with an annual limit of 20% of the sum insured.**

### **Vehicles and vessels in the open**

The insurance cover is extended to vehicles and watercraft sold as Goods, which are in the open if they are inside a fenced area, exclusively within the location indicated in the Summary Sheet. For the purposes of this extension, the area pertaining to the insured location, surrounded by houses, walls, gates, wire netting, having one or more entrances guarded by gates, doors, all locked or with suitable locking devices, shall be considered as an enclosure.

#### **What is not insured**

**This extension of cover does not apply to outboard engines of boats.**

#### **There are coverage limits**

**This extended COVER operates:**

- **with the application of the 25% Excess, with a minimum of Euro 100.00 and without taking into account any other Excesses and/or Deductibles provided for in the policy;**
- **with an annual limit of 40% of the sum insured.**

### **Vending machines**

The insurance covers Theft by burglary suffered by vending machines and the goods contained therein, placed in a window opening of the insured business establishment.

The guarantee shall also apply to vending machines located both inside and outside the premises, if the same are properly secured and **locked with locks and padlocks** and **are located no more than 20 m as the crow flies from the entrances to the business premises.**

The guarantee also applies to damage, including vandalism, caused to the distributor and goods during Theft or in an attempt to commit Theft.

#### **What is not insured**

**This guarantee does not apply to money acceptors at petrol stations.**

#### **There are coverage limits**

For the purposes of this guarantee:

- **Payment of the compensation shall be made after deduction of a 10% Deductible per individual claim;**
- **in no event shall Generali Italia pay per claim and per insurance year an amount exceeding Euro 1,000.00.**

### **Repayment of the sum insured in the event of a Loss**

It is agreed that in the event of an Insured Event, the sum insured shall be reintegrated in accordance with Art. 1.8 "Reduction and reintegration of the sum insured in the event of an Insured Event" of the Rules applicable in the event of an Insured Event.



### Summary of insured sums, compensation limits, fixed and percentage excesses

#### ***Summary Sheet***

**A summary of the insured sums, limits of compensation, Excesses and Deductibles is provided in the attached Summary Sheet, which forms an integral part of this contract.**

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<sup>1</sup> Without applying Article 1907 of the Civil Code.

## COMMON RULES OF THE MODULO PROTEZIONE DELL'ATTIVITÀ



### When does the coverage start and end?

#### **Art. 1.1 Activation and deactivation of the Guarantees**

Fire and other events and Theft Protection can be activated and deactivated **independently of** each other. The deactivation of one Guarantee and the maintenance of the other, which were previously provided jointly, **may lead to an increase in the premium for the remaining Guarantee due to the loss of the discount provided for the joint activation of both Guarantees.**



### What obligations do I have?

#### **Art. 1.1 Inspection of insured property**

Generali Italia shall always have the right to visit the insured items and the Insurant shall be obliged to provide all necessary indications and information.

## RULES OPERATING IN THE EVENT OF A CLAIM



How can I cancel the covers?

### **Art. 1.1 Cancellation in the event of a claim**

Following the notification of any claim, made in accordance with the terms and conditions of the Policy during the term of the contract, Generali Italia may withdraw from one or more Warranties:

- by giving notice to the other party in the manner provided for in Article 9 "Communication between the Parties" of the Modulo Generale;
- by the 60th day following the payment or rejection of the Compensation.

Cancellation takes effect 30 days after receipt of the relevant notice.

By the 15th day following the effective date of Cancellation, Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the period of risk not taken, excluding taxes.

**The payment or collection of Premiums due after the notification of the claim or any other act of the Parties shall not be construed as a waiver of the right of Cancellation.**

## IN SOLIDITÀ - PROPERTY DAMAGE - FIRE AND OTHER EVENTS COVER



What obligations do I have? What obligations does the Insurer have?

### **Foreword**

Belfor Italia S.r.l. (hereinafter Belfor Italia) is the Italian branch of the multinational group Belfor International GmbH. Belfor Italia has over 30 years' experience in the field of post-conflict restoration and operational assistance to companies that have suffered damage from fire, flood, pollution and natural disasters. Cutting-edge technologies, patented methods and products enable Belfor Italia to successfully tackle even the most complex post-damage problems. Belfor Italia makes all its resources available to its clients with a single objective: to limit damage with maximum cost and time containment.

Generali Italia has stipulated an agreement with Belfor Italia under which, with the activation of the "Fire and other events" cover, the Insured may become a member of the Belfor Pronto Intervento Azienda programme, guaranteeing the right to enjoy the following services:

- Availability of a freephone number 800 820 189 available 24 hours a day, 365 days a year, for requests for emergency assistance and technical assistance in the event of a claim.
- Priority for telephone technical assistance over non-contracted customers.
- Inspection of the site of the accident within a specified time.
- Issuing of technical and economic proposal for rescue and clean-up operations.
- Managing the flow of information with the reference functions of the business organisation.
- Participation in Belfor technical seminars.

The Insurant may choose not to make use of the Pronto Intervento Azienda Belfor programme and therefore turn to other specialised companies. In any case, the obligations that arise in the event of a claim and the indemnifiability conditions envisaged in the "Fire and other events" cover remain unaffected.

### **Art. 1.1 Belfor Company Emergency Response Programme**

This Emergency Assistance Programme shall be operative for any type of Claim that is indemnifiable under the "Fire and other events" cover of this policy and **that has led to a total interruption of business for at least one day in the location affected by the Claim.**

### **How to activate the service in the event of an emergency claim**



- Please contact the **freephone number 800 820 189** without delay.
- Provide the telephone operator with your name, insurance policy number and a telephone number.
- A Technical Manager of Belfor Italia will provide immediate technical support by telephone to the Policyholder/Insured Party, agreeing on the time and method of the operational inspection (average time of inspection 24 hours in the North and Central area, 48 hours in the South, 72 hours in the islands).
- During the inspection, the Technical Manager Belfor Italia will identify the salvage, decontamination and restoration operations necessary to allow the recovery of the damaged assets and the rapid restart of the activity and will issue the relative technical and economic proposal.
- During the assessment of the plan of action, time and manner of operation may be agreed on the basis of the Insured's needs.

Following the notification of the claim, the Policyholder/Insured Party that has adhered to the Pronto Intervento Azienda Belfor programme may also be contacted at the references indicated when the policy was stipulated or when the claim was opened, directly by Belfor Italia for a proposal to activate the service.

### **There are coverage limits**

**In any case, the Pronto Intervento Azienda Belfor Service does not operate if the Policyholder/Insured Party is subject to bankruptcy or insolvency proceedings and, in any case, may be terminated by Generali Italia at any time with 60 days' notice.**

### **Transparency Service - Service Information**

- Any service provided by Belfor Italia that is not covered by the Pronto Intervento Azienda Belfor programme will be the subject of a technical and economic proposal and the subject of a specific contract.
- The costs for interventions related to the work services envisaged in Belfor Italia's individual intervention proposals (by way of example: Rescue works through dehumidification and/or application of protective oils - Functional restoration with COVER of machinery and production systems - Restoration of electrical and electronic systems - Restoration of civil and industrial buildings - Decontamination of goods, equipment and furnishings - Dehumidification and deodorization interventions), shall be borne by the Policyholder/Insured Party and, subject to confirmation of the policy's operability, may be reimbursed by Generali Italia in accordance with the provisions of Art. 1914 of the Civil Code (Duty to Rescue) and subsequent articles.
- The times between the call and the inspection are indicative and not binding.
- Belfor Italia operates with care and diligence in compliance with the professional standards of national and international post-crash rescue and recovery techniques. Belfor Italia's intervention procedures are ISO 9001 certified.
- Technical and economic proposals are scrupulously drawn up with the utmost transparency.
- Responsibility for interventions carried out and/or recommended by Belfor Italia remains the sole responsibility of Belfor Italia.
- Belfor Italia will operate in full compliance with the timeframe and methods set out in the technical and economic intervention plan.
- Belfor Italia shall not be liable for changes in operating conditions due to force majeure or for reasons beyond its control or will.

### ***Art. 1.2 Obligations in the event of an accident***

**Without prejudice to the right to use the Pronto Intervento Azienda Belfor programme, and in any case in addition to the cost of activating this service, in the event of a claim, the Insurant or Policyholder must**

- do everything possible to prevent or limit the consequences of the damage and safeguard the remaining assets; the relevant expenses shall be borne by Generali Italia<sup>1</sup> ;**
- notify the agency to which the policy is assigned within 3 days of becoming aware of it<sup>2</sup> ;**
- within the following 5 days, send a written statement to Generali Italia indicating:**
  - **the time of the beginning of the Claim;**
  - **the presumed cause of the Accident and the approximate extent of the damage.****A similar declaration must be made, at the request of Generali Italia within 15 days of the notice, to the local judicial or police authorities;**
- Preserve the traces and residues of the Accident until the payment of the claim without in any case being entitled to any special compensation;**
- prepare a detailed list of:**



- damages suffered with reference to the quality, quantity and value of the goods destroyed or damaged;
- on request, a detailed state of the other insured property existing at the time of the Accident with an indication of the respective value.

However, records, accounts, invoices or any document that may reasonably be required by Generali Italia or the experts for their investigations and verifications shall be made available.

If you fail to fulfil one of the obligations referred to in a) and b) above, you may lose all or part of your right to compensation<sup>3</sup>.

In the case of "Assets not belonging to the Policyholder or in co-ownership", in the event of a claim, it shall be the responsibility of the Policyholder, in agreement with Generali Italia, to take the necessary steps to ascertain and definitively determine the damages. The ascertainment and final determination of the damage shall also be binding for third party owners or co-owners, with the exclusion of any right of appeal by them. The compensation paid on the basis of the policy terms and conditions, however, may not be disbursed except towards or with the consent of the third party owners or co-owners.

With regard to the "Third Party Action" cover, the Insurant must immediately inform Generali Italia of the civil or criminal proceedings brought against him/her, providing all documents and evidence useful to the defence, and Generali Italia shall have the right to take over the management of the case and the defence of the Insurant.

The Insured must refrain from any transaction or acknowledgement of his liability without the consent of Generali Italia.

As to court costs, Art. 1917 of the Civil Code applies.

#### **Art. 1.3 Fraudulent Exaggeration of Damage**

Any right to compensation shall be forfeited by the Policyholder or Insured Person who

- maliciously exaggerates the amount of the damage;
- declares destroyed property that did not exist at the time of the Accident;
- conceals, misappropriates or tamper with rescued goods;
- uses lying or fraudulent means or documents as justification;
- maliciously alters the traces and residues of the Accident or facilitates its progress.

#### **Art. 1.4 Damage Assessment Procedure**

The amount of damages is agreed upon:

- a) directly by Generali Italia, or by an expert appointed by Generali Italia, with the Policyholder or a person designated by the Policyholder;
- b) between two experts to be appointed by the parties, one by Generali Italia and one by the Policyholder, by a single deed.

The two experts must appoint a third in the event of disagreement between them or even earlier at the request of one of them. The third expert intervenes only in case of disagreement and decisions on disputed points are taken by majority vote.

Each expert may be assisted and helped by other persons, who may intervene in the expert's operations, but have no deliberative vote.

If the experts cannot agree on the appointment of the third party, such appointment, even at the request of only one of the parties, shall be made by the president of the court in whose jurisdiction the accident occurred. Each party bears the costs of its own expert; those of the third expert are shared equally.

#### **Art. 1.5 Terms of Reference of Experts**

Experts must:

- a) investigate the circumstances, nature, cause and manner of the Accident;
- b) verify the accuracy of the descriptions and declarations in the contractual documents and report whether at the time of the claim there were circumstances that had aggravated the risk and had not been declared; verify whether the Policyholder or Insurant has fulfilled the provisions of Article 1.2 "Obligations in the event of a claim";
- c) verifying the existence, quality and quantity of the insured goods, determining the value they had at the time of the claim according to the valuation criteria stipulated in Article 1.6 "Value of insured goods" below;
- d) estimate and liquidate the damage, including salvage costs, according to the valuation criteria.

It is agreed that such operations will be set up and conducted in such a way as not to prejudice, as far as possible, the activity - even if reduced - carried out in the areas not directly affected by the claim.

In the event of a damage assessment procedure carried out pursuant to Art. 1.4 "Damage assessment procedure", subpara. b), the results of the expert's operations must be collated in a report (with detailed estimates attached) which must be drawn up in 2 copies, one for each party.

**The results of the operations referred to under c) and d) are binding on the parties, which waive**

**as of now any right to appeal, except in the case of fraud, mistake, violence or breach of contract; any action or objection concerning the indemnifiability of damages remains possible..**

The joint expert's report is valid even if one expert refuses to sign it; the refusal must be certified by the other experts in the final report of the expert's report.

Experts are dispensed from complying with any legal formalities.

#### **Art. 1.6 Value of insured property**

The value of the insured property - unharmed, damaged or destroyed - at the time of the Insured Event is obtained according to the following criteria:

- for the **"Building"** the relative "value as new" is estimated, this being conventionally understood to be the expenditure necessary for the complete new construction of the entire insured Building according to the pre-existing type and kind, including design charges, excluding only the value of the site;
- for **"Property"**, insofar as the optional "Value in the state of use" Guarantee is referred to in the Summary Sheet, the value at the time of the claim is estimated by assessing the cost for their complete construction as new (excluding the value of the area) reduced by a depreciation established in relation to the degree of age, state of preservation, method of construction, location, use and any other concomitant circumstance;
- for **"Equipment and Furnishings"** the relative "value as new" is estimated, conventionally meaning the cost of replacing the insured goods with new or equivalent goods in terms of economic performance;
- for **"Equipment and Furnishings"**, insofar as the optional "Value in use" Guarantee is referred to in the Summary Sheet, the cost of replacing the insured goods with new or equivalent goods in terms of economic performance is estimated, net of a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance;
- for **"Goods"** the value at the time of the Loss or Damage is estimated in relation to the nature, quality, possible commercial depreciation, including tax charges, but without taking into account the expected profits; if the valuations thus formulated exceed the corresponding market prices, if any, the latter shall apply.

For Goods sold pending delivery their value shall be appraised on the basis of the sales price provided that they are not insured by the buyer itself and that it is not possible to replace them with equivalent Goods that have remained unharmed.

#### **Art. 1.7 Determination of Damage**

The determination of damages is carried out according to the following rules:

- for goods falling under the heading **"Real Estate"**, the amount of the loss is the sum of two values:
  - the former, estimated by deducting from the expenditure required to reconstruct the destroyed parts and to repair those that are only damaged, an amount equal to the depreciation established in relation to the degree of age, state of preservation, method of construction, location, destination, use and any other concomitant circumstance, and deducting from this result the value of the residues. **The costs of reconstruction and repair do not include the costs of demolition, clearance, transport and treatment of the residues themselves;**
  - the second - called the "Compensation supplement" - equal to the amount of the depreciation as calculated above. **In any event, the value of the "compensation supplement" shall not exceed twice the value as calculated above.**
- for goods falling under the Partita **"Real Estate"**, insofar as the optional "Value in the state of use" Guarantee is referred to in the Summary Sheet, the amount of the damage is given by the estimated value by deducting from the expenses necessary to reconstruct the destroyed parts and to repair those only damaged, an amount equal to the depreciation established in relation to the degree of age, state of preservation, method of construction, location, destination, use and any other concomitant circumstance, and deducting from this result the value of the residues. **The costs of reconstruction and repair do not include the costs of demolition, clearance, transport and treatment of the residues themselves.**
- for goods falling under the **"Equipment and Furnishings"** category, the amount of the loss is the sum of two values:
  - the former, estimated by deducting from the value of the insured goods the value of the uninjured goods and the residual value of the damaged goods, less a depreciation established in relation to the type,

- quality, functionality, performance, state of maintenance and any other concomitant circumstances;
- the second - called the "Compensation supplement" - equal to the amount of the depreciation as calculated above. **In any event, the value of the "compensation supplement" may not exceed twice the value as calculated above.**
- for goods falling under the Lot **"Equipment and Furnishings"**, as referred to in the Summary Sheet the optional "Value in use" cover, the amount of the loss is given by the estimated value by deducting from the value of the insured goods the value of the uninjured goods and the residual value of the damaged goods, net of a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance.
- for goods falling under the Partita **"Outer Plates"** the amount of the loss is the sum of two values:
  - the former, estimated by deducting from the value of the insured goods the value of the uninjured goods and the residual value of the damaged goods, net of a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstances;
  - the second - known as the 'compensation supplement' - equal to the amount of the above-mentioned depreciation.

In any case:

- for **goods that are out of use or no longer usable for their current use** at the time of the Loss, their value is estimated by deducting from the "value as new" a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance;
- for **Archives, Data Support**, the determination of the damage shall be made with reference to the expenses actually incurred (within the term of one year from the time of the Accident) and on the basis of the cost of repair or reconstruction, reduced by a depreciation established in relation to the state, use and usability of the said goods, excluding any reference to sentimental or artistic or scientific value;
- for **debt securities for which** the amortisation procedure is allowed, the amount of the loss shall be only the expenses incurred by the Insured for the procedure established by law for amortisation, and therefore, also for the purposes of the limit of compensation, the amount of said expenses and not the value of the securities shall be taken into account;
- in the case of **collections and collections**, only the value of the individual items damaged or destroyed shall be assessed, excluding in any case the resulting depreciation of the collection or collection or their respective parts.

For **"Electronic Machines"**, if not insured under the relevant Part of the **MODULO PROTEZIONE DIGITALE**, the following applies to the determination of the loss or damage:

- For **electronic machines excluding hardware**, the cost of repair with the maximum is taken into account:
  - of their 'value as new' for goods for which no more than four years have elapsed since the date of purchase by the first purchaser as new,
  - for other goods, twice their value in the state of use - meaning the "value as new" reduced by a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance - without in any case exceeding the limit of the "value as new";
- for **hardware**, the repair cost is considered with the maximum:
  - of their 'value as new' for goods for which no more than three years have elapsed since the date of purchase by the first purchaser as new,
  - for other goods, twice their value in the state of use - meaning the "value as new" reduced by a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance - without in any case exceeding the limit of the "value as new";

For goods falling under the heading **"Goods"**, the determination of the loss is obtained by deducting from the value that the Goods had at the time of the Loss the value of the uninjured Goods and the value that can be obtained from the damaged Goods as well as the tax charges not due to the Treasury.

If, as a result of an accident, sold goods awaiting delivery are damaged and if they are not insured by the buyer and it is not possible to replace them with equivalent uninjured goods, the determination of the damage shall be based on the agreed sales price minus the expenses saved by non-delivery. The sale shall be evidenced by the prescribed records.

For goods falling under the Lot **"Prescription Medication Labels"**, the determination of the loss is obtained by estimating the credit amount of the destroyed Prescription Medication Labels. For the purposes of this estimate

- a. the amount obtained from the Healthcare Company as reimbursement, in the preceding calendar year, for the period corresponding to the period between the last delivery of dispensed medical prescriptions to the Healthcare Company and the time of the Insured Event;
- b. the average of the refunds obtained in the six months preceding the last delivery;
- c. the average of the refunds obtained in the same six-month period of the previous calendar year.

The amount of the loss shall be determined by the product of the amount under a) times the ratio of the amounts under b) and c), with the maximum of the sum insured deducting the reimbursement value of the aforementioned prescriptions that remained undestroyed.

If the Insured Person is able to prove, with appropriate documentation, the amount of the destroyed punched prescriptions, the amount of the claim shall be determined on the basis of the duplicates submitted.

#### **How is credit for Prescription Medication Labels assessed?**

##### **Example**

Accident occurred on 30 June 2020

Last delivery of Prescription Medication Labels to ASL on 31 May 2020

Reimbursed amount for punched prescriptions for the period from 31 May to 30 June 2019 (previous year): euro 10,000

Reimbursed amount for punched prescriptions for the six-month period from 30 November 2019 to 31 May 2020: EUR 60,000

Reimbursed amount for punched prescriptions for the six-month period from 30 November 2018 to 31 May 2019: EUR 50,000

Evaluation credit for punched prescriptions: euro 12,000 (equal to:  $10,000 \times 60,000 / 50,000$ )

#### **Art. 1.8 Partial insurance - Proportional rule**

**If it appears from the estimates made that the value of each Lot, evaluated according to the criteria of Art. 1.5, exceeds at the time of the claim the sum insured increased by 10%, Generali Italia shall be liable for the damage relating to this Lot in the proportion of the ratio between the value insured thus increased and the value at the time of the claim.**

For Claims of a lower amount and up to a maximum of €3,000.00 for each Lot affected by a Claim, the provisions of the preceding paragraph shall not be applied, and therefore the insurance cover shall be afforded at absolute first risk, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules Operating in the Event of a Claim". Any Deductibles or Excesses foreseen in the contract shall not be considered when assessing the claim for the purpose of determining these limits.

For Valuables, Archives and Data Supports, the insurance cover is afforded at absolute first risk, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules Operating in the Event of a Loss".

For the "Equipment and Furnishings-Force" section, insurance is provided at absolute first risk, i.e. without applying the provisions of article 1907 of the Civil Code.

#### **How does the proportional rule operate?**

##### **Example**

Sum insured for the Equipment and Furnishings Lot: euro 50,000 Claim

with material and direct damage: euro 40,000

Value of Equipment and Furniture at the time of the claim: euro 60,000

Sum insured for Equipment and Furnishings plus 10%: € 55,000

Since the value of the lot at the time of the loss exceeds the sum insured by more than 10%, the compensation is calculated as Euro 36,666.67 ( $\text{Euro } 40,000 \times 55,000 / 60,000$ )

#### **Art. 1.9 Payment of compensation**

Having received the necessary documentation, verified the operability of the cover and assessed the damage, Generali Italia shall, within 30 days from the date of the friendly settlement deed or the final report of the appraisal without opposition, and provided that the Insurant, at the request of Generali Italia, has produced the documents proving that there is no fraud on the part of the Policyholder/Insured Party:

- pay compensation; or alternatively
- informs of the reasons why the compensation cannot be paid.

This is without prejudice to any different terms and conditions provided for specific warranties, to which the Policyholder is referred for detailed verification.

Generali Italia will in any case proceed with the payment of any undisputed sums.

**For goods falling under the "Building", "Equipment and Furnishings" and "Exterior Slabs" Sections, the "Supplementary Compensation", if any, is paid within 30 days after the reconstruction or replacement is**

completed, provided that this is done, unless force majeure is proven, within 18 months from the date of the friendly settlement deed or the final report of appraisal.

With regard to cover provided under the Catastrophic Event Cover, the payment of this supplement shall also be made, within the compensation limit of the policy, in the following cases

- a) as a result of proven impossibility of reconstruction at the exact location of the insured Building, which makes reconstruction in another area of the national territory necessary;
- b) if the option to purchase another existing building in another area of the national territory is chosen; if the purchase value is lower than the compensation limit, only the purchase value is paid.

#### **Separate compensation for each Lot**

It is agreed between the parties that, in the event of a claim, at the request of the Policyholder, all the provisions of this article shall be applied to each Policy Lot individually considered, as if, for the sole purpose of this article, a separate policy had been taken out for each of the said Items.

For this purpose, the Surveyors shall draw up an amicable settlement deed or an expert report for each Lot.

Payments made in accordance with the provisions shall be considered as an advance on any increased overall compensation due for all affected Parties.

#### **Art. 1.10 Advance Payment of compensation**

If the Insured Person makes an explicit request, he/she shall have the right to obtain, prior to the settlement of the claim, the payment of an advance of 50% of the minimum amount that may be paid on the basis of the findings, if **no dispute has arisen regarding the indemnifiability of the claim itself and an overall compensation of at least €50,000.00.**

The Insured may obtain payment on account:

- as soon as a minimum quantification of the damage made by Generali Italia is available and in any case not earlier than 30 days from the request;
- provided that it provides unequivocal evidence to Generali Italia that it has arranged for the resumption of the activity aimed at the production or sale of the same type of goods.

In any case, the down payment may not exceed €500,000.00, whatever the estimated amount of the claim. If the loss or damage concerns the "Building" Lot and the "Equipment and Furnishings" Lot, the down payment relative to these Items shall be calculated without taking into account the "value as new". However, 90 days after the Payment of the compensation relative to the value that the goods had at the time of the claim, the Insured may only receive an advance on the additional compensation that he/she is entitled to based on the "value as new", which is determined in relation to the state of progress of the work at the time of the claim.

#### **Art. 1.11 Waiver of recourse**

Generali Italia shall waive its right of recourse<sup>4</sup> against the party responsible for the claim, provided that **the Insured Party does not in turn bring the action against the party responsible. The waiver of recourse shall not apply in the case of fraudulent intent.**

#### **Art. 1.12 Maximum limit of compensation**

Under no circumstances may Generali Italia be required to pay a higher amount than that indicated in the Summary Sheet, except as provided for:

- by Article 1914 of the Civil Code
- Article 1.2 paragraph "Expenses incurred as a consequence of an indemnifiable loss" of the Fire and other events cover.

## **IN GUARDIA - DAMAGE TO PROPERTY - THEFT COVER**



**What obligations do I have? What obligations does the Insurer have?**

#### **Art. 1.1 Obligations in the event of a claim**

In the event of a Claim, the Insured or Policyholder shall:

- a) **do everything possible to prevent or limit the consequences of the damage and safeguard the remaining assets; the relevant expenses shall be borne by Generali Italia<sup>5</sup>;**



- b) file a report with the judicial or police authorities and notify the agency to which the policy is assigned within 24 hours of becoming aware of it, detailing the fact and indicating the approximate amount of the damage<sup>6</sup>;
- c) within the following 5 days, send a written statement to Generali Italia, containing a detailed list of the stolen or damaged goods with an indication of their value;
- d) when securities are misappropriated, it shall notify the debtors thereof and, where appropriate and without prejudice to the right to reimbursement of costs, institute amortisation proceedings;
- e) Preserve the traces and residues of the Accident until the payment of the claim without in any case being entitled to any special compensation;
- f) provide evidence of the damages suffered with reference to the quality, quantity and value of the stolen or damaged goods.

However, records, accounts, invoices or any document that may reasonably be requested by Generali Italia or the experts for their investigations and verifications shall be made available.

Failure to fulfil any of the obligations referred to in (a) and (b) may result in forfeiture of all or part of the right to compensation<sup>7</sup>.

With regard to "Assets not belonging to the Policyholder or in co-ownership", in the event of a claim, it shall be the responsibility of the Policyholder, in agreement with Generali Italia, to take the necessary steps to ascertain and definitively determine the damages. The ascertainment and final determination of the damage shall also be binding for third party owners or co-owners, with the exclusion of any right of appeal by them. The compensation paid on the basis of the policy terms and conditions, however, may not be disbursed except towards or with the consent of the third party owners or co-owners.

Expenses incurred in fulfilling the obligations under letters a) and d) are shared between Generali Italia and the Insured in proportion to their respective interests.

#### **Art. 1.2 Fraudulent Exaggeration of Damage**

Any right to compensation shall be forfeited by the Policyholder or Insured Person who

- maliciously exaggerates the amount of the damage;
- declares destroyed property that did not exist at the time of the Accident;
- conceals, misappropriates or tamper with rescued goods;
- uses lying or fraudulent means or documents as justification;
- maliciously alters the traces and residues of the Accident or facilitates its progress.

#### **Art. 1.3 Damage Assessment Procedure**

The amount of damages is agreed upon:

- a) directly by Generali Italia, or by an expert appointed by Generali Italia, with the Policyholder or a person designated by the Policyholder;
- b) between two experts to be appointed by the parties, one by Generali Italia and one by the Policyholder, by a single deed.

The two experts must appoint a third in the event of disagreement between them or even earlier at the request of one of them. The third expert intervenes only in case of disagreement and decisions on disputed points are taken by majority vote.

Each expert may be assisted and helped by other persons, who may intervene in the expert's operations, but have no deliberative vote.

If the experts cannot agree on the appointment of the third party, such appointment, even at the request of only one of the parties, shall be made by the president of the court in whose jurisdiction the accident occurred. Each party bears the costs of its own expert; those of the third expert are shared equally.

#### **Art. 1.4 Terms of Reference of Experts**

Experts must:

- a) investigate the circumstances, nature, cause and manner of the Accident;
- b) verify the accuracy of the descriptions and declarations in the contractual documents and report whether at the time of the claim there were circumstances that had aggravated the risk and had not been declared; verify whether the Policyholder or Insurant has fulfilled the provisions of Article 1.1 "Obligations in the event of a claim";
- c) verifying the existence, quality and quantity of the insured goods, determining the value they had at the time of the claim according to the valuation criteria stipulated in Article 1.5 "Value of insured goods" below;
- d) estimate and liquidate the damage, including salvage costs, according to the valuation criteria.

It is agreed that such operations will be set up and conducted in such a way as not to prejudice, as far as possible, the activity - even if reduced - carried out in the areas not directly affected by the claim.

In the event of a damage assessment procedure carried out pursuant to Art. 1.3 "Damage assessment procedure", subpara. b), the results of the expert's operations must be collated in a report (with detailed estimates attached) which must be drawn up in 2 copies, one for each party.

**The results of the operations referred to in c) and d) are binding on the parties, who waive as of now any right to appeal, except in the case of fraud, mistake, violence or breach of contract; any action or objection regarding the indemnifiability of damages remains possible.**

The joint expert's report is valid even if one expert refuses to sign it; the refusal must be certified by the other experts in the final report of the expert's report.

Experts are dispensed from complying with any legal formalities.

#### **Art. 1.5 Value of insured property**

The attribution of the value that the insured goods - stolen, damaged - had at the time of the Accident is obtained according to the following criteria:

- a) **"Goods"** - the value at the time of the Loss or Damage is estimated in relation to the nature, quality, possible commercial depreciation, including tax charges, but without taking into account expected profits; if the valuations thus formulated exceed the corresponding market prices, if any, the latter shall apply.  
If, as a result of an accident, sold goods awaiting delivery are damaged, provided they are not insured by the buyer and it is not possible to replace them with equivalent uninjured goods, the determination of the damage shall be based on the agreed sales price minus the expenses saved by non-delivery. The sale shall be evidenced by the prescribed records.
- b) **"Equipment and Furnishings"** - is the estimated cost of replacing the insured goods with new or equivalent goods in terms of economic performance, less a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstances.

#### **Art. 1.6 Determination of damages**

The amount of damages is determined:

- for **"Goods"** and **"Equipment and Furnishings"** by assessing for the stolen goods the value they had at the time of the Accident and, for damaged goods, by assessing the cost of repair, limited to the value at the time of the Accident;
- for **"Archives"** and **"Data Media"** by assessing the cost of repair or reconstruction, excluding any reference to sentimental or artistic or scientific value;
- for **debt securities** for which the amortisation procedure is allowed, assessing the expenses incurred by the Insured for the procedure established by law for amortisation and therefore, also for the purposes of the limit of compensation, regard shall be had to the amount of those expenses and not to the value of the securities;
- for **"Prescription Medication Labels"** by estimating the credit amount of the destroyed Prescription Medication Labels. For the purposes of this estimate, it is calculated:
  - a. the amount obtained from the Healthcare Company as reimbursement, in the preceding calendar year, for the period corresponding to the period between the last delivery of dispensed medical prescriptions to the Healthcare Company and the time of the Insured Event;
  - b. the average of the refunds obtained in the six months preceding the last delivery;
  - c. the average of the refunds obtained in the same six-month period of the previous calendar year.The amount of the loss is determined by the product of the amount under a) times the ratio of the amounts under b) and c), with the maximum of the insured sum, less the reimbursement value of the aforementioned prescriptions that remained undestroyed.  
If the Insured Person is able to prove, with appropriate documentation, the amount of the destroyed Prescription Medication Labels the amount of damage will be determined on the basis of the duplicates exhibited.

#### **How is credit for Prescription Medication Labels assessed?**

##### **Example**

Accident occurred on 30 June 2020

Last delivery of Prescription Medication Labels to ASL on 31 May 2020

Reimbursed amount for punched prescriptions for the period from 31 May to 30 June 2019 (previous year): euro 10,000

Reimbursed amount for punched prescriptions for the six-month period from 30 November 2019 to 31 May 2020: EUR 60,000

Reimbursed amount for punched prescriptions for the six-month period from 30 November 2018 to 31 May 2019: EUR 50,000

Evaluation credit for punched prescriptions: euro 12,000 (equal to:  $10,000 \times 60,000 / 50,000$ )



#### **Art. 1.7 Payment of compensation**

Upon receipt of the necessary documentation, verification of the validity of the cover and assessment of the damage, Generali Italia shall, within 30 days from the date of the friendly settlement deed or the final report of the appraisal without opposition and on condition that the Insurant, at the request of Generali Italia, has produced the documents proving that there is no fraud on the part of the Policyholder/Insured Party:

- pay compensation; or alternatively
- informs of the reasons why the compensation cannot be paid.

This is without prejudice to any different terms and conditions provided for specific warranties, to which the Policyholder is referred for detailed verification.

Generali Italia will in any case proceed with the payment of any undisputed sums.

#### **Art. 1.8 Reduction and reinstatement of the sum insured in the event of a claim**

In the event of a claim eligible for Compensation according to the Policy conditions, the sum insured "Goods, Equipment and Furnishings" as well as the relative compensation limits, shall be reduced, with effect from the time of Payment of the compensation and until the end of the insurance period to which the claim refers, by an amount equal to the respective indemnifiable damage net of any Deductible or Excess, without a corresponding premium refund.

If the optional cover "Replenishment of the sum insured in the event of a claim" is invoked, the sum insured for "Goods-Equipment and Furnishings" is automatically replenished by an amount equal to the compensation paid until, for one or more claims occurring during the period of insurance, a total sum equal to the sum initially insured is reached.

#### **Art. 1.9 Recoveries**

**If the stolen goods are recovered in whole or in part, the Insured must notify Generali Italia as soon as he becomes aware of this.**

**Recovered assets shall become the property of Generali Italia if the latter has fully indemnified the damage; if the damage has been partially indemnified, the value of the recovery shall be divided between Generali Italia and the Insurant in the same proportion.** In both cases the Insurant shall have the right to repossess the recovered goods, returning to Generali Italia the compensation received.

#### **Art. 1.10 Maximum limit of compensation**

Under no circumstances may Generali Italia be required to pay a sum greater than that indicated in the Summary Sheet, except as provided in Article 1914 of the Civil Code.

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<sup>1</sup> Article 1914 of the Civil Code

<sup>2</sup> Art. 1913 of the Civil Code.

<sup>3</sup> Art. 1915 of the Civil Code.

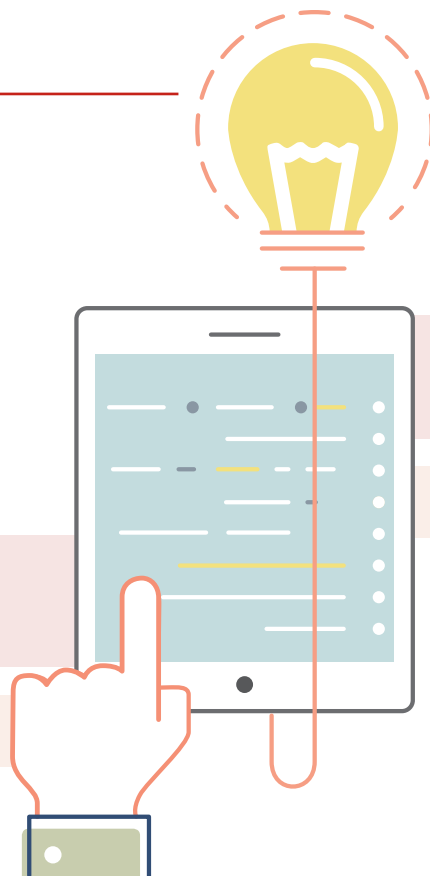
<sup>4</sup> Notwithstanding Art. 1916 of the Civil Code

<sup>5</sup> Art. 1914 of the Civil Code.

<sup>6</sup> Art. 1913 of the Civil Code.





<sup>7</sup> Article 1915 of the Civil Code












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This translation of the Information Pack from Italian into English is a courtesy translation, it has been prepared for information purposes only and has no contractual validity. In the event of any discrepancies or omissions in the English/German translations, the contractual documents in the Italian language – subject to the regulations in force on the Italian territory – shall prevail.



## ATTIVA CREA DISTRIBUISCI!

This Information pack for Modulo Protezione Digitale (24.07.2021 Edition) consists of:

- The policy information document (DIP) for Modulo Protezione Digitale
- The Additional information document for Modulo Protezione Digitale
- Terms of Insurance for Modulo Protezione Digitale

Protect your digital instruments with...

- **IN ATTIVITÀ - Electronic machines**, All Risks protection for your electronic machines, even portable ones used on the move
- **IN ATTIVITÀ - Cyber Risk**, to protect your IT system from external attacks and restore your business as soon as possible. You can activate Civil Liability and Legal Protection guarantees that also protect you in the event of a breach of privacy regulations due to a cyber event.



Discover the Protezione digitale of ATTIVA Commercio in the insurance formula you have chosen!

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Full pre-contractual and contractual information about this product is provided in other documents.

### What type of insurance is this?

The module is intended for the insurance of electronic machines and cyber risk of companies in the trade sector.



### What is insured?

#### IN ATTIVITÀ - ELECTRONIC MACHINE COVER

##### They can be insured:

- ✓ damage to electronic machines at the location;
- ✓ damage to portable electronic machines also outside the location;
- ✓ due to any event not expressly excluded as well as:
- ✓ damage to software and computer files;
- ✓ costs of relocation of assets;
- ✓ demolition, clearance, disposal costs.

The following risks can be insured by activating a specific Optional Cover:

- ✓ atmospheric events;
- ✓ overloading of roofs with snow;
- ✓ earthquake;
- ✓ flood and inundation;
- ✓ flooding and water bombs.

#### IN ATTIVITÀ - CYBER RISK COVER

##### They can be insured:

- ✓ damage to the company's computer system;
- ✓ civil liability;
- ✓ costs of legal protection (legal protection);
- ✓ resulting from a cyber attack (cyber event).

In the event of a cyber attack, the Insured may service from the services of Spike Reply, a company specialising in consulting services and integrated cyber security solutions.

If the Cyber Event Legal Protection Cover is activated, the Insured is entitled to service from a telephone counselling service within the scope of the matters covered by the cover.

The Cyber Risk Cover can only be activated if the Electronic Machine Cover is active.



### What is not insured?

#### IN ATTIVITÀ - ELECTRONIC MACHINE COVER

##### The main exclusions relate to:

- ✗ wilful misconduct of the Insured or Policyholder;
- ✗ deterioration, wear and tear, gradual effects of the weather;
- ✗ liability of the manufacturer, seller or lessor of the insured property;
- ✗ non-compliance with the manufacturer's or supplier's requirements;
- ✗ assembly and disassembly not related to cleaning, maintenance;
- ✗ cosmetic damage that is not related to indemnifiable damage;
- ✗ defects known to the Policyholder or Insured when the policy was concluded;
- ✗ consumable parts for use;
- ✗ inventory or loss;
- ✗ confiscations and requisitions;
- ✗ war, insurrection, military occupation, invasion;
- ✗ seaquakes, tidal waves, storm surges and seawater penetrations;
- ✗ volcanic eruptions, landslides, ground subsidence, avalanches and avalanches;
- ✗ transmutations of the atom nucleus, radiation, contamination, pollution
- ✗ cyber risk.

#### IN ATTIVITÀ - CYBER RISK COVER

##### The main exclusions relate to:

- ✗ fines, administrative or tax penalties, contractual penalties;
- ✗ transmutations of the nucleus of the atom, radiation;
- ✗ war, insurrection, military occupation, invasion;
- ✗ payments as a result of extortion or blackmail;
- ✗ bodily harm

The exclusions are contained in the insurance conditions and are marked in bold.

In general, the contract provides for insured sums, limits, uncovered amounts, deductibles, broken down by Cover, which are summarised in a specific policy document attached to the Conditions of Insurance called the Summary Sheet.



## Are there any coverage limits?

### IN ATTIVITÀ - ELECTRONIC MACHINE COVER

#### There are specific coverage limitations:

- ! for damage other than fire, explosion, burst; for theft damage;
- ! if the premises do not meet certain construction requirements.

### IN ATTIVITÀ - CYBER RISK COVER

#### The guarantee does not cover

- ! failure of external networks or power failure of public utilities, power surges;
- ! interruption or anomaly in the functioning of the Internet, including anomalies in the provision of services by the provider hosting the Insured's website, including the use of cloud computing services;
- ! construction faults, errors in the design of the IT System;
- ! use of electronic or interactive services with pornographic or otherwise illegal content;
- ! use of illegal or unlicensed software;
- ! unlawful processing of data relating to natural or legal persons; infringement of intellectual property;
- ! damage for which the supplier or manufacturer or network operator is liable;
- ! use of unmodified default credentials;
- ! absence of Antivirus Software or in the presence of only Antivirus Freeware.

#### The Cover is limited in its coverage if:

- ! the Insured is unable to identify and prove the Cyber Event Log;
- ! the computer system is not equipped with an appropriate firewall or that the firewall is not updated;
- ! the Insured does not regularly perform the Backup with the declared frequency;
- ! there is no technical support contract for the computer system.

#### In addition, the Cover provides for coverage limitations:

- ! in the presence of Wireless Networks
- ! for failure to update Antivirus Software in case of theft of mobile component
- ! in case of Malware

The limitations of cover are contained in the conditions of insurance and are marked in bold type.



## Where does the coverage apply?

Electronic Machine cover: operates within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.

Cyber Risk Cover - Damage to the Company's Information System: operates within the territory of the Republic of Italy, the Republic of San Marino and the Vatican City State and, limited to the Notification Costs Cover - "Breach of privacy", also for personal data stored on third party systems located in the European Union, the United Kingdom, Switzerland, Liechtenstein, the Principality of Monaco, Norway, Andorra, the Vatican City State and the Republic of San Marino.

Cyber Risk Cover - Civil Liability: operates for attacks on the computer system located within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State and for damage to third parties occurring worldwide.

Cyber Risk Cover - Legal Protection: operates for attacks on the computer system located within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State, and for disputes handled in European states.



### **What obligations do I have?**

In the event of a claim, the relative report must be submitted to Generali Italia within 3 days of the date on which the claim occurred or the Insured became aware of it. With reference to damage due to theft, a report must be made to the Judicial or Police Authorities within 24 hours from when the claim was discovered. In the event of a computer attack, the report must be made within 24 hours.



### **When and how do I pay?**

Information on premium payment is contained in the DIP of the Modulo Generale.



### **When does the coverage start and end?**

The Covers shall take effect at midnight on the day indicated in the policy if the premium or the first premium instalment has been paid; otherwise they shall take effect at midnight on the day of payment. If the Policyholder fails to pay the subsequent premiums or premium instalments, the Covers shall remain suspended from midnight on the thirtieth day after the due date and shall take effect again at midnight on the day of payment.

Earthquake, Flood and Flooded, Flooding and Water Bomb coverage, if activated under the Electronic Equipment Cover, begins to operate 15 days after the date of activation.

Snow Overload cover, if activated under the Electronic Machine COVER, begins to operate 10 days after the date of activation.

In general, the warranties are for one or more years. In the absence of cancellation on expiry, the Covers are extended for one year and so on. If a policy with a multi-year term has been taken out in return for a premium reduction, one or more Covers may only be cancelled after at least five years or the shorter contract term has elapsed.

The multi-year duration option with premium reduction does not operate for:

- Earthquake, Flood and Flooding and Water Bomb coverage - which can be activated under the Electronic Machinery Cover;
- the Cyber Risk Cover;

as Generali Italia and the Policyholder have the right to withdraw at any time with 30 days' notice.

All Covers operate for events occurring during the term of the Covers and until their expiry.

The Civil Liability and Legal Protection covers, if activated as part of the Cyber Risk Cover, operate respectively for claims and disputes arising within 6 months of the termination of the cover.

In the event of liquidation or cessation of the declared activity, the effectiveness of the Legal Protection cover, if activated under the Cyber Risk Cover, automatically ceases as from the date of liquidation or cessation.



### **How can I cancel my policy?**

At the end of each year of the duration of the cover, or at the end of the five-year period or the shorter period of the duration of the cover if a cover with a multi-year duration has been taken out against a reduction in the premium, the Policyholder may cancel one or more Warranties by sending, at least 30 days before the expiry date, a written notice (also by PEC) to the Agency to which the Policy is assigned or to the registered office of Generali Italia.

For the Earthquake, Flood and Water Bomb coverage, if activated within the scope of the Electronic Equipment Cover, and for the Cyber Risk Cover, the Policyholder and Generali Italia may send notice of cancellation at any time.

# Electronic Machine Insurance and Cyber Risk

## Additional pre-contractual information document for non-life insurance products (Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: Attiva Commercio - Modulo Protezione Digitale

Edition: 24.10.2020



**This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.**

**The Policyholder must read the Terms of Insurance before signing the policy.**

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchesa, 14 - 31021 Mogliano Veneto (Treviso) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com).

Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).

Solvency Capital Requirement: € 8,217,950,961.75

Minimum Capital Requirement: € 3,180,739,318.67

Eligible Own Funds: € 17,610,296,018.45

Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016).

The policy is governed by Italian law.

The Modulo Protezione Digitale is divided into 2 Guarantees:

- Electronic machines
- Cyber risk.

Options with reduced premiums are available for the Electronic Machines cover:

- the possibility of concluding a contract with a multi-year duration, resulting in a 5% premium reduction compared to the tariff;
- the possibility of activating two of the following Guarantees: 'Fire and other events' and 'Theft' of the Modulo Protezione dell'Attività, Civil Liability of the Property Protection Module, obtaining a premium reduction of 5% with respect to the tariff.
- the possibility of activating all three of the following Guarantees: 'Fire and other events' and 'Theft' of the Modulo Protezione dell'Attività, Civil Liability of the Property Protection Module, obtaining a premium reduction of 8% compared to the tariff.



### What is insured?

## IN ATTIVITÀ - ELECTRONIC MACHINE COVER

The cover indemnifies material damage directly caused to hardware and electronic equipment (cash registers, invoicing machines, scales, photocopying machines, fax machines, development and printing equipment, alarm systems, telephone equipment, etc.) used in the exercise of the insured activity, including portable equipment, following any event, whatever the cause, except as expressly excluded. The cover is afforded at "full value", i.e. on the basis of the correspondence between the declared value and the actual value of the goods.

In addition to what is described in the Non-Life DIP, the following options are available.

### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with reduced premium

### MAIN OPTIONS WITH INCREASED PREMIUM

<b>Portable electronic machines</b>	It also extends cover to portable electronic machines when they are located outside the locations indicated in the policy.
<b>Atmospheric events</b>	It extends cover to damage caused by hurricanes, storms, wind and property carried by it, hail and whirlwinds.

<b>Snow overload</b>	Allows coverage to be extended to cover damage caused by total or partial collapse of the building caused by snow load on roofs
<b>Earthquake</b>	Covers earthquake damage if the Property is located in an area identified among those affected by the earthquake in the measures taken by the competent authorities.
<b>Flood and Inundation</b>	It covers flood and inundation damage.
<b>Flooding and Water bombs</b>	Covers damage caused by water accumulated in an enclosed normally dry place as a result of the formation of streams or outdoors, even if caused by excessive rainfall in a short period of time and the inability of the ground to drain and/or absorb the water.

## IN ATTIVITÀ - CYBER RISK COVER

<p>The basic "Damage to the company's computer system" cover indemnifies:</p> <ul style="list-style-type: none"> <li>• material and direct damage to the Hardware owned by the Insured</li> <li>• Network Restoration Costs</li> <li>• Costs for Reconstituting Computer Archives</li> <li>• Notification costs - 'Breach of privacy' also for personal data or data stored on third party systems and for which the Insured qualifies as a data controller</li> <li>• investigation costs - 'Incident response'</li> <li>• as a result of a cyber attack on the Insured's computer system.</li> </ul> <p>In addition to what is described in the Non-Life DIP, the following options are available.</p>	
MAIN OPTIONS WITH REDUCED PREMIUM	
There are no options with reduced premium	
MAIN OPTIONS WITH PREMIUM INCREASE	
<b>Cyber event liability</b>	<p>As a result of a cyber attack on the Insured's computer system, it compensates:</p> <ul style="list-style-type: none"> <li>• damage to computer systems of third parties;</li> <li>• certain pecuniary losses that may be suffered by third parties as a result of the omitted, incorrect or delayed fulfilment of obligations undertaken by the Insured;</li> <li>• non-pecuniary damage to third parties if the Insured is guilty of unlawful processing of personal data</li> </ul>
<b>Legal protection from cyber incidents</b>	<p>Following a cyber attack on the Insured's computer system, it indemnifies the costs:</p> <ul style="list-style-type: none"> <li>• for legal assistance resulting from a breach of personal data or access credentials to digital payment services of the Insured or of parties whose data the Insured holds;</li> <li>• for out-of-court assistance resulting from damages that the Insured claims to have suffered as a result of another person's non-contractual tort or breach of contract by the computer system supplier.</li> </ul>



## What is NOT insured?

## IN ATTIVITÀ - ELECTRONIC MACHINE COVER

<b>Excluded risks</b>	<p>Optional Guarantees may provide for specific exclusions in addition to those provided in the Non-Life DIP. In particular:</p> <ul style="list-style-type: none"> <li>• Earthquake cover does not apply in the case of buildings that do not comply with the legal technical standards and any local provisions relating to construction in seismic zones on the date of their construction, or in the case of buildings constructed without the necessary building authorisations in accordance with current urban planning regulations, or those declared uninhabitable by an order of the Authority at the time the policy is taken out;</li> <li>• flood and inundation cover does not apply to buildings constructed in floodplain areas and buildings constructed in the absence of the necessary building authorisations in accordance with current urban planning regulations, as well as those declared uninhabitable by order of the Authority at the time the policy is taken out.</li> </ul>
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## IN ATTIVITÀ - CYBER RISK COVER

<b>Excluded risks</b>	<p>In addition to what is indicated in the Non-Life DIP:</p> <p>Damage to the Company's Information System is excluded in the following cases:</p> <ul style="list-style-type: none"> <li>• fraud on the part of the Insured and his employees;</li> <li>• strikes, lockouts, measures imposed by the authorities;</li> <li>• dispositive transactions on payment accounts;</li> <li>• improvements made when repairing, replacing or restoring</li> <li>• concession fees or payment of any other fees;</li> <li>• damage for which the service contract must intervene;</li> </ul> <p>Cyber Event Liability cover excludes cases of:</p> <ul style="list-style-type: none"> <li>• failure to comply with authority orders issued in connection with the claim;</li> </ul>
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	<ul style="list-style-type: none"> <li>responsibilities not provided for by law;</li> <li>pollution;</li> <li>damage from electromagnetic waves or fields;</li> <li>damage resulting from asset management activities;</li> <li>damages arising from failure to remove, following a complaint by a third party, content, sites or Internet pages;</li> </ul> <p>damages made or suffered by family members, the legal representative, unlimited partners, directors, parent, subsidiary or associated companies.</p>
	<p>The Cyber Event Legal Protection cover excludes cases of:</p> <ul style="list-style-type: none"> <li>malicious prosecution of the Insured Person that does not result in an acquittal or dismissal of the offence;</li> <li>arbitration procedures.</li> </ul> <p>Charges relating to all kinds of penalties as well as tax charges are also excluded from coverage.</p>



## Are there any coverage limits?

The coverage limits, which are summarised below, are also detailed guarantee by guarantee in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

## IN ATTIVITÀ - ELECTRONIC MACHINE COVER

In addition to what is indicated in the DIP Non-Life Insurance Policy, the basic cover includes the following main deductibles and excesses:

- 250 euro deductible for damage not caused by:
  - fire, explosion and burst, implosion; sonic wave; falling aircraft and spacecraft, their parts or transported objects;
  - development of fumes, gases, vapours, escaping as a result of a fault in the heat generating equipment serving the Building;
  - collision with vehicles not belonging to the Insured Person or his/her service;
  - ruin of lifts/elevators as a result of broken devices;
  - consequential damage, provided that it results from fire, explosion, bursting
- uncovered 20% minimum euro 1,000.00 for damages, defects and failures of internal origin in the absence of a Service Contract
- uncovered 20% minimum euro 250.00 for electrical damage to the Hardware in the absence of surge protection systems.
- uncovered 25% minimum euro 200.00 for damage to "Portable Electronic Machines" resulting from impact or fall

There is also a 20% deductible for theft:

- with fraudulent use of keys or picks without obvious signs of burglary
- committed through walls floors or roofs with non-compliant characteristics
- clerk in kiosks
- with removal of gratings, window frames or locks without forcing the relevant structures or seats
- with removal, without breaking the frame, of laminated safety glass panes
- in which it is ascertained that the characteristics of the means of closing the insured premises are different from those required

Lastly, a 25% minimum uncovered sum of EUR 200.00 is stipulated for damage due to theft, robbery and mugging of portable electronic machines outside the location.

Optional Guarantees include the following main deductibles and co-payments:

- Atmospheric events: € 250.00 deductible
- Snow overload: € 250.00 deductible
- Earthquake: deductible stated in the policy (if, however, the construction characteristics of the building differ from those stated, the deductible is increased)
- Flood and inundation: uncovered with a minimum indicated in the policy (plus a specific sublimit of compensation for goods located in basement rooms following any extension to cases of flooding and water bombs).

## IN ATTIVITÀ - CYBER RISK COVER

In addition to what is indicated in the DIP Damage, the Basic Cover "Damage to the company's computer system" provides the following main deductibles and co-payments:

- uncovered 10% minimum euro 250.00 for damage to hardware
- uncovered 10% minimum euro 250.00 for costs of network restoration, archive reconstitution, "Breach of Privacy" notification, "Incident Response" investigation if the Insured does not avail of Spike Reply's assistance

The optional Cyber Event Liability Cover includes an excess of €250.00 per claim. In addition, multiple claims arising from the same cyber attack shall be indemnified within the same limit of compensation per claim (this also applies to multiple disputes arising from the same cyber attack under the Cyber Event Legal Protection cover).



## What obligations do I have? What obligations does the Insurer have?

	<p><b>Reporting a claim in the event of a cyber attack:</b> for Computer Damage and Cyber Event Liability alternatively:</p> <ul style="list-style-type: none"> <li>report by telephone on freephone 800 052 538 from 9 a.m. to 6 p.m. on working days;</li> <li>written complaint by e-mail to: cyber.sinistri@generali.com.</li> </ul> <p>For the Legal Protection from Cyber Event Guarantee alternatively</p> <ul style="list-style-type: none"> <li>complaint by telephone on the toll-free number 800.475.633 active from Monday to Friday each week from 8am to 6pm;</li> <li>written complaint by e-mail to: sinistri@das.it.</li> </ul>
<b>What to do in the event of a claim ?</b>	<p><b>Direct/network assistance:</b> for the Cyber Risk Cover, the Insured Party has the right to make use of the Pronto Intervento REPLY Service, an immediate technical assistance by Spike Reply, a company specialised in restoring the availability of computer systems following damage caused by a computer attack.</p>



	<p><b>Management by other companies:</b> for the Legal Protection from cyber event cover, it is specified that the claims management is entrusted to DAS - Difesa Automobilistica Sinistri S.p.A., whose references are indicated above.</p> <p><b>Time-barring:</b> what is stated in the pre-contractual information documents of the Modulo Generale relating to the product applies.</p>
<b>False declarations or withholding of information</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
	<p>Having verified that the guarantee is operative, assessed the damage and received the necessary documentation, Generali Italia shall pay the compensation within 30 days, provided that no objection has been made.</p> <p>For third-party liability covers, Generali Italia assumes the management of disputes both out-of-court and in court, both civil and criminal, including the mediation procedures for civil and commercial disputes, provided for by current legislation, on behalf of the Insured.</p> <p>For legal expenses cover, DAS pays the beneficiary the costs covered, within the compensation limits, within 30 days of the amount due.</p>



## When and how do I pay?

<b>Prize</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Refund</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



## When does the coverage start and end?

<b>Duration</b>	In addition to what is indicated in the Non-Life DIP, Generali Italia may withdraw per claim within 60 days from the Payment of the compensation or from the refusal of payment thereof.
<b>Suspension</b>	It is not possible to suspend guarantees during a contract.



## How can I cancel the policy?

<b>Cooling-off period</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information beyond that provided in the DIP Non-Life.



## Who is this policy designed for?

ATTIVA Commercio- Modulo Protezione Digitale is aimed at public establishments and businesses in the trade sector, both retail and wholesale, that need to protect electronic machines and digital business data. Certain craft activities, such as hairdressing and tailoring, are assimilated to commercial activities.



## What costs do I have to bear?

Brokers, for the sale of the ATTIVA Commercio product, receive on average 20.20% of the taxable premium paid by the policyholder for commission-type remuneration.

## HOW CAN I LODGE COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>To IVASS</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.

## BEFORE REFERRING TO THE JUDICIAL AUTHORITY, alternative dispute resolution systems can be used such as:

<b>Mediation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Assisted Negotiation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Other alternative systems resolution of the disputes</b>	<p>In the event of disputes concerning the determination and estimation of damages - within the Electronic Machine cover and the coverage of Damage to the Company's Information System - contractual expertise provided by the insurance conditions can be used for the settlement of this type of dispute. The application for activation of the contract expertise should be addressed to:</p> <p>Generali Italia S.p.A. - Via Marocchesa 14 - 31021 - Mogliano Veneto (TV) - e-mail: <a href="mailto:generalitalia@pec.generaligroup.com">generalitalia@pec.generaligroup.com</a></p> <p>For Cyber Event Legal Protection cover in the event of a disagreement between the Insured and DAS concerning the advisability of resorting to court proceedings and the subsequent handling of the dispute, the decision on request</p>



of one of the parties may be referred to an arbitrator. In such a case, the application to trigger arbitration against DAS should be addressed to:  
DAS - Difesa Automobilistica Sinistri S.p.A. Via Enrico Fermi 9/B - 37135 Verona - Fax (045) 8351025 - mail  
certified electronics: [servizio.clienti@pec.das.it](mailto:servizio.clienti@pec.das.it)

***NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA ONCE YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.***

## THE STRUCTURE OF THE MODULE

The Modulo Protezione Digitale. is an integral part of the ATTIVA Commercio insurance policy and contains the Special Conditions of the following added Forms of cover:

- In attività - Electronic Machine cover
- In attività - CYBER RISK cover

The Special Conditions consist of:

- the Definitions;
- the Rules specific to the added individual Forms of cover, which contain the specific discipline of those Forms of cover;
- the Common Rules, which contain the discipline common to all added Forms of cover;
- the Rules operating in the event of a claim.

## SPECIAL CONDITIONS

### DEFINITIONS

Generali Italia and the Policyholder shall assign the following terms the following meanings:

<b>Employees</b>	Persons registered in the Single work ledger as well as the owner and/or partners and/or family members who legitimately perform work in the absence of an employment relationship. If the Insured Person is a legal entity that only uses the work of employees seconded from other companies and/or temporary workers and is not obliged to keep the Single work ledger, the employees seconded from other companies and/or temporary workers shall nevertheless be considered employees.
<b>Update</b>	Maintenance operation of the installed Software, consisting of maintaining it at the versions recommended by the manufacturer; this operation may be carried out by means of Patch applications or by installing new releases of the Software.
<b>Flooding</b>	The presence of water that has accumulated in an enclosed, normally dry place as a result of the formation of streams or external accumulation of water as well as leakage of water, not due to breakage, from water, sanitary and thermal installations.
<b>Flood and Inundation</b>	Leakage of water, and that which it carries, from the usual banks of watercourses or natural or artificial reservoirs, even if caused by an earthquake, landslide, subsidence or landslide, when this event is characterised by violence that can be seen on a plurality of entities, whether insured or not, located in the vicinity.
<b>Antivirus</b>	Software programmed to run on a hardware component to prevent, detect and possibly render malicious code, also known as Malware, harmless.
<b>Computer Archive</b>	Set of Data and/or Software stored on Data Media.
<b>Floodplain area</b>	This is the portion of land between the river bed (the furrow in which the watercourse flows when it has its lowest flow) and the main embankment.
<b>Strong boxes</b>	Safety and armoured cabinets with one or two doors with the following characteristics <ul style="list-style-type: none"><li>- steel walls and sashes not less than 3 mm thick;</li><li>- locking movement that operates multiple expanding deadbolts on at least two sides of a sash;</li><li>- key-operated security lock or numerical or literal combination lock;</li><li>- minimum weight 100 kg.</li></ul>

<b>Insured - Cyber Event Legal Protection cover</b>	For the purposes of the Cyber Event Legal Protection cover, the Insured is defined as the Insured and, in the case of a legal entity, also the directors and legal representative.
<b>Authentication</b>	Process by which an Information System, Hardware component, Software or user, verifies the Digital Identity of another Hardware component, Software or user that wants to communicate via a connection in order to use the associated services.
<b>Backdoor</b>	A port that allows security procedures activated in a computer system or hardware component to be overcome, either in part or in full, by entering them.
<b>Backup</b>	Physical Data Redundancy consisting of the replication, on any Storage Medium, of information material stored in the mass memory of a Hardware component.
<b>Water bomb</b>	Rapid flooding caused by excessive rainfall in a short period of time due to the inability of the soil to drain and/or absorb water.
<b>Botnet</b>	Network formed by computer devices connected to the Internet and infected with malware, and therefore compromised, controlled by a single entity, also known as Botmaster.
<b>Brute Force</b>	Algorithm for solving a given problem (e.g. recursive password search), which consists of checking all theoretically possible solutions until the one that is actually correct is found.
<b>Bug</b>	Error in the writing of a software programme, which can lead to its malfunctioning (e.g. by producing an unexpected or incorrect result).
<b>Safes</b>	Cabinets with walls and doors of adequate thickness, constructed using specific defence materials and defensive devices capable of offering valid resistance to break-in attempts, with construction characteristics not inferior to those provided for strong cabinets (except for the thickness of the walls of walled safes). The weight for non-walled safes must not be less than 100 kg.
<b>Kiosk</b>	Small building with a covered area of no more than 25 m <sup>2</sup> one storey above ground solidly fixed to the ground including fixtures and fittings and concrete foundations.
<b>Client</b>	Component that accesses the services or resources of a Server.
<b>Compromise</b>	Referring to a Computer System or one of its components, any alteration of the characteristics of normal operation - with particular reference to Confidentiality, Integrity, Availability.
<b>Confidentiality</b>	Characteristic of a computer system whereby a third party coming into possession of the information exchanged between sender and receiver is unable to derive any intelligible information content from it.
<b>Service Contract for Electronic Machines</b>	Contractual agreement between the Insured Person and the supplier of Electronic Equipment (or organisations authorised by the latter), whereby the latter is entrusted with periodic maintenance, rectification of faults that have occurred without the contribution of external causes and the maintenance or restoration of regular operating conditions.
<b>Maintenance Contract for Software</b>	Contractual agreement between the Insurant and the Software supplier (or organisations authorised by the latter), whereby the latter is responsible for updating the programmes following new releases or Patches also as a result of changes in law or practice, eliminating any anomalies in order to allow regular use, and whereby it also undertakes to provide copies in the event of loss by the Insurant.
<b>Contravention</b>	The violation of a criminal law (offence) sanctioned by arrest and/or fine.
<b>Green building construction</b>	Building construction with external walls made of modular sandwich panels of at least 8 cm made of wood material, rock wool and/or other insulating materials, including combustible ones, whether or not covered with plaster, which also have a vertical load-bearing function thanks to galvanised plates bolted together and anchored to the floor with through-bolts; floors and roof load-bearing structure also made of wood or other combustible materials; roof, however built.

<b>Credentials</b>	Set of information, known only to those entitled to it, used to carry out the Authentication process required to access an Information System.
<b>Default Credentials</b>	Credentials predefined by the manufacturer or supplier of a piece of equipment or IT System, in order to allow the first access to the Hardware or IT System after installation or reinitialisation of the Hardware or IT System and which, by their very nature, may be known to an unspecified number of persons.
<b>Bodily Harm</b>	Death or personal injury.
<b>Direct damage</b>	Damage directly caused by an event guaranteed in the policy.
<b>Material Damage</b>	Destruction or deterioration of physically determinable property.
<b>Data</b>	Set of logically structured information that can be processed by programmes.
<b>DDOS (Distributed Denial)</b>	DOS attack carried out with a botnet.
<b>Crime</b>	The violation of a criminal rule (offence) punished by imprisonment and/or a fine.
<b>Derubrication of the Offence</b>	The case where the initial charge is reformulated in the course of the criminal proceedings.
<b>Disaster Recovery</b>	Set of technological and logistical/organisational measures to restore systems, data and infrastructures necessary for the provision of services to third parties, in the face of serious emergencies that disrupt their regular operations.
<b>Availability</b>	Possibility of access, by legitimate users, to information and resources when they are needed. This possibility also refers to the Data, information, and all possible resources that constitute an Information System.
<b>DOS (Denial Of Service)</b>	A computer attack in which the resources of a computer system providing a service to clients are deliberately depleted to the point where it is no longer able to provide the service to the requesting clients.
<b>Explosion</b>	Development of gases or vapours at high temperature and pressure, due to a chemical reaction that self-propagates at high speed.
<b>Extinction of the Offence</b>	Various causes that extinguish the offence and its consequences (e.g. death of the suspect prior to conviction, amnesty, remission of the complaint, oblation in contraventions, prescription).
<b>Cyber Event</b>	<p>The wilful act affecting the Information System falling exclusively within one or more of the following cases:</p> <ul style="list-style-type: none"> <li>- illegal access (unauthorised access) to a Computer System and the Data contained therein;</li> <li>- interception by technical means of non-public transmissions of computer data to, from or within a computer system;</li> <li>- Data interference: damage, deletion, deterioration, alteration or suppression of computer data;</li> <li>- Implementation of interference systems: interference with the operation of a Computer System by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing Computer Data.</li> </ul> <p>For the purposes of the indemnifiability of the Claim, the Cyber Event must take place through or be caused by:</p> <ol style="list-style-type: none"> <li>1) Unauthorised access to the Insured's Information Systems: <ol style="list-style-type: none"> <li>a. by means of a terminal physically connected to them as a result of material intrusion into the Insured's premises;</li> <li>b. through transmission lines following authentication using credentials obtained through Brute Force attacks or by means of keylogging techniques;</li> </ol> </li> <li>2) Compromise of exposed systems on public networks through exploitation of vulnerabilities (Exploit);</li> <li>3) Compromise of transmission lines through physical access and physical connection to physical lines;</li> </ol>

	<p>4) Compromising the Computer System, or parts of it, by manually installing physical devices designed to steal information, intercepting it, storing it or transmitting it by means of remote connections;</p> <p>5) Use of Backdoors, without prejudice to Generali Italia's right of recourse against liable third parties;</p> <p>6) Preventing use of or access to the system, or compromising the system's availability features, as a result of a DOS or DDOS attack.</p> <p>A Cyber Event is not considered to be any malicious act consisting solely of the material and direct damage to or physical removal of a Computer System</p>
<b>Exploit</b>	Portion of code or, by extension, attack technique that, by exploiting a Bug or Vulnerability, leads to the acquisition of privileges, the violation of the characteristics of Confidentiality, Integrity, Availability of an Information System or part of it or, more generally, causes its abnormal operation.
<b>Building</b>	The complex of building works including fixtures and fittings as well as the following fixed installations serving the building: water, sanitation, rainwater collection and disposal, installations for the exclusive use of heating and air conditioning of the premises, lifts, goods lifts, electrical installations.
<b>Culpable Fact</b>	Conduct that results in a harmful event not intended by the perpetrator; the event occurs through negligence, carelessness, inexperience or failure to comply with mandatory rules.
<b>Painful Fact</b>	The unlawful act done with the knowledge and/or intent to cause an event contrary to the law to take place.
<b>Unlawful Fact</b>	The failure to comply with a precept of the legal system that causes unjust damage to others.
<b>Turnover</b>	Revenues from sales and services if the Insured is required to prepare financial statements pursuant to Art. 2423 et seq. of the Civil Code, otherwise the turnover (net of VAT) determined in accordance with tax regulations.
<b>File</b>	Container of information/data in digital format, typically present on a suitably prepared (formatted) Digital Storage Medium.
<b>Firewall</b>	Network equipment, Hardware or Software, bi-directional input-output which, suitably configured or set up and acting in a centralised manner, filters all incoming and outgoing packets, to and from a Network or Hardware component, according to pre-established rules that contribute to its security.
<b>Deductible</b>	Predetermined amount that remains payable by the Insured in the event of a Claim.
<b>Freeware</b>	Software published under the terms of a free licence, which encourages its use, study, modification and redistribution.
<b>Theft</b>	Possession of movable property belonging to others, taking it away from the person holding it, in order to gain profit for oneself or others.
<b>Hardware</b>	All electronic equipment consisting of computers and relative peripheral devices (e.g. video, data carriers, keyboards, printers, including multifunction printers and plotters), tablets, smartphones, workstations, servers, computers as well as cabling, Network and telecommunications equipment in general, all installed, tested and ready for use and used by the Insured for the performance of the activity declared in the Policy. Goods that are processed or intended for sale are excluded.
<b>Digital Identity</b>	Set of information and resources granted by an Information System to a particular user who accesses it via an identification process.
<b>Extracontractual Torts</b>	When the harm that results from the Tortious Act has no connection with any contractual relationship that may exist between the injured party and the damaging party.
<b>Breach of Contract</b>	Failure to perform or improper performance of obligations under a contract.

<b>Fire</b>	Combustion, with flame, of material goods outside an appropriate hearth, which can self-extend and spread.
<b>Incombustibles</b>	Substances and products that at a temperature of 750° C do not give rise to flame manifestation or exothermic reaction. The test method is that adopted by the Centre for Experimental Studies of the Ministry of the Interior.
<b>Internet</b>	Public access network that connects various devices around the world via global interconnection between computer networks of different nature and extent.
<b>Integrity</b>	Characteristic of a computer system whereby Data and information are protected against accidental alteration or deletion of their content and the generation of new Data and information by a third party.
<b>Keylogging</b>	Technique of covertly intercepting and capturing everything typed on the keyboard without the user's knowledge, with the aim of acquiring confidential data.
<b>Glulam</b>	Fabricated wood products and structures intended for structural use: wooden elements made up of thin plates - called lamellas - processed and finished (with regard to planing and waterproofing), and then hot-glued together. They are conventionally considered non-combustible.
<b>Licence</b>	Contract between two parties, supplier and user, whereby the latter uses a Software for limited (temporary use) or unlimited (permanent use) purposes and time.
<b>Log</b>	Sequential and chronological recording of events affecting an information system, including operations performed by users or administrators, or automated operations.
<b>MAC (Media Access Control) Address Physical Address</b>	Code uniquely assigned by the manufacturer to every network card produced in the world.
<b>Electronic machines</b>	Hardware and electronic equipment (cash registers, invoicing machines, scales, photocopying machines, fax machines, developing and printing equipment, alarm systems, telephone equipment, etc.) used in the exercise of the insured activity. Portable electronic machines are included. Excluded are: <ul style="list-style-type: none"> <li>- buildings, installations, machines, equipment, furnishings, fixtures and fittings which, although having electronic components, use such components for their operation in an ancillary manner as regulation and control (e.g. air conditioning and heating systems, refrigerators, dishwashers, washing machines, coffee machines, ovens, sunbeds, etc.);</li> <li>- goods being processed or intended for sale;</li> <li>- electronic games.</li> </ul>
<b>Portable electronic machines</b>	Electronic machines that by their nature and construction can also be transported and used outdoors or in a place other than the insured location.
<b>Malware</b>	Any Software created with the purpose of causing more or less serious damage to the Computer System on which it is executed, or with the purpose of causing a violation of the Integrity, Confidentiality and/or Availability of the Computer System itself and the Data contained therein.
<b>Maximum</b>	Maximum amount payable by Generali Italia for one or more covers in respect of each claim and/or each injured party and/or each insurance year.
<b>Category</b>	Set of goods belonging to one or more categories, insured by a single sum.
<b>Patch</b>	Portion of Software designed to update or enhance another Software.
<b>Patrimonial losses</b>	Economic losses that are not the consequence of Material Damage or Bodily Harm.
<b>Floor above ground</b>	The floor of a building at least 50% of the perimeter of which is at a height equal to or greater than that of the surrounding ground or in any case in relation to the latter at a height of not less than thirty centimetres.

<b>Policy</b>	Set of formalised definitions and procedures that regulate a given activity; for example, the Backup Policy consists of a set of procedures that regulate the activity of making security copies (Backups) of Data, defining, among other things, the frequency of copies, the type of Data to be copied, the place where the copies are stored.
<b>Perimeter points</b>	The external perimeter walls of the building or, if there is a fully fenced outdoor area pertaining to the location, the fence itself.
<b>Robbery</b>	Unlawful taking of property by violence or threat.
<b>Network, Computer Network</b>	Telecommunications system that enables the exchange or sharing of information data and resources between different hardware components.
<b>Revenues from sales and services</b>	The amount related to item A1) of the profit and loss account drawn up pursuant to Article 2425 of the Civil Code.
<b>Discovered</b>	Amount, expressed as a percentage, that remains payable by the Insured in the event of a Claim.
<b>Burst</b>	Sudden bursting of containers due to excess internal pressure of fluids not due to explosion. The effects of frost and 'water hammer' are not considered to be bursting.
<b>Judgment</b>	Final decision, no longer subject to appeal.
<b>Windows</b>	Artifacts for enclosing passageways, lighting and ventilation in buildings.
<b>Server</b>	Component or subsystem of an IT System that provides any type of service to other components (typically called Clients) that request it through an IT Network.
<b>Claim - Cyber Risk Insurance</b>	For the purposes of Cyber Risk Insurance, the occurrence of a Cyber Event affecting the Information System.
<b>Computer System, IT System</b>	A set of Hardware and Software or their components protected by security measures, connected to a Network consisting of devices accessible via the Internet or Internal Network, or connected via Data storage devices or other peripherals. Machines and installations controlled by the Computer System are excluded.
<b>Social Media</b>	A set of technologies and tools pertaining to information technology and telecommunications that people adopt to share text, image, video and audio content; they typically take the form of a set of Internet applications that enable the creation and exchange of user-generated content.
<b>Software</b>	Sequence of information constituting instructions executable by hardware components.
<b>Court costs in criminal proceedings</b>	The court costs to be paid by the convicted person to the State.
<b>Earthquake-proof Structure</b>	Structure built in compliance with the principles defined in the Prime Ministerial Order no. 3274 of 20 March 2003 and/or the Decree of the Ministry of Infrastructure of 14 January 2008 containing "Approval of the new technical standards for constructions" and subsequent amendments and/or additions.
<b>Different supporting structures</b>	Non-seismic structures built of materials other than reinforced concrete.
<b>Reinforced concrete load-bearing structures</b>	Vertical and horizontal load-bearing structures in reinforced concrete, not earthquake-resistant. They are tolerated and therefore do not constitute an aggravation of risk: <ul style="list-style-type: none"> <li>- the different construction characteristics of a single portion of the building whose covered area does not exceed 1/10 of the covered area of the building itself;</li> <li>- the wooden roof reinforcements.</li> </ul>
<b>Support, Data Support</b>	Fixed and/or interchangeable material for mass storage, for recording information readable by a hardware component.
<b>Zero Time</b>	Moment at which the Cyber Event is detected and/or manifests itself for the first time.



<b>Earthquake</b>	Abrupt and abrupt movement of the earth's crust due to endogenous causes.
<b>Terrorism</b>	An act of terrorism is any act (including the use or threat of the use of force or violence) committed by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, for political, religious, ideological or similar purposes, including the intention to influence any government or to frighten the population or any part thereof.
<b>Roof-Covering-Slabs</b>	<ul style="list-style-type: none"> <li>- Roof: the complex of elements intended to cover and protect the building from atmospheric agents, including its load-bearing structures (frame, tie-rods or chains);</li> <li>- Roofing: the complex of roof elements excluding load-bearing structures, insulation, ceilings and cladding;</li> <li>- Slabs: the complex of elements constituting the horizontal separation between the floors of the building, excluding floors and ceilings.</li> </ul>
<b>Construction type</b>	Construction characteristics of the building.
<b>TPM (Trusted Platform Module)</b>	Cryptographic processor installable by the manufacturer on hardware components, fixed or mobile, capable of providing functionality to support the efficient implementation of security systems on the component on which it is installed.
<b>Transaction</b>	The agreement by which the parties, by mutual concessions, put an end to a dispute that has arisen between them.
<b>Laminated safety glass</b>	Panels consisting of two or more sheets with layers of plastic material sandwiched and bonded between them (and for the entire surface) so as to obtain a total thickness of not less than 6 mm or consisting of a single layer of synthetic material (polycarbonate) with a thickness of not less than 6 mm.
<b>Security breach</b>	Unauthorised access to data, applications, services, networks, equipment, obtained by circumventing or exceeding the security mechanisms and systems in place to defend them.
<b>Virus</b>	<p>Software programme capable of autonomously replicating and reinstalling itself between different applications and hardware components, even across networks, leading to:</p> <ol style="list-style-type: none"> <li>a modification of programmes by inserting new instructions in the code;</li> <li>a non-usability of the Data, through deletion or alteration of Files or part thereof;</li> <li>an inability to use the Data or programmes, through changes in the content of the media.</li> </ol> <p>Any programme capable of propagating itself between different Information Systems (autonomously, using the resources or applications of the Information System in which it resides, exploiting operations carried out unknowingly by the users of the Information System itself), as well as any programme created maliciously or fraudulently with the aim of altering one or more of the characteristics of Availability, Confidentiality, Integrity of an Information System, is equated to a Virus.</p>
<b>Vulnerability</b>	Component of an Information System at which security measures are absent, reduced or compromised, representing a point of weakness of the Information System and enabling an attacker to compromise the security level of the entire Information System. They may consist of "Software Vulnerabilities", if there is a defect in the design, coding, installation and configuration of the Software, or of "Protocol Vulnerabilities", if they are due to the intrinsic functioning characteristics of the protocol itself. The Vulnerability itself does not compromise an Information System, but if properly exploited (Exploit) it can lead to a Cyber Event.
<b>WPA2</b>	Protocol and security standard to protect Wireless Hardware Component Networks.
<b>Wireless</b>	Communication between hardware components without the use of cables.

## IN ATTIVITÀ - ELECTRONIC MACHINE COVER



### What is insured? Basic cover

#### **Art. 1.1 Assets insured**

##### **Damage to Electronic Machines**

Generali Italia shall indemnify material and direct damage caused by any accidental event not expressly excluded to the insured assets falling under the Partita "Electronic machines", even if owned by third parties, which are located within the premises forming part of the location indicated in the Schedule of Cover.

##### **Damage to Portable Electronic Machines Outside the Location**

Generali Italia is obliged to indemnify material and direct damage caused to portable electronic machines owned by the Insurant, even if owned by third parties, by any accidental event not expressly excluded, occurring outside the premises forming part of the location indicated in the Summary Sheet, in the territories of the Italian Republic, the Republic of San Marino and the Vatican City State.

The proportional rule set forth in Art. 1.7 "Partial Insurance - Proportional Rule" of the "Rules Applicable in the Event of a Loss" shall not be applied in determining the compensation due.

##### **Assets not belonging to the Policyholder or in co-ownership**

This Guarantee is concluded for one's own account and for the account of the person to whom it applies.

##### **What is not insured**

Leased goods are excluded.

##### **Can third-party assets also be insured?**

It is also possible to insure goods owned by third parties that are used in the business activity and that are located in the area where said activity is carried out. However, the value of such goods must be included in the sum insured of the lot to which the third-party goods belong.

#### **Art. 1.2 Software and Computer Archives**

Generali Italia indemnifies:

- Costs necessary and actually incurred for the duplication, reconstruction or repurchase of Software that has been destroyed or damaged as a direct consequence of an indemnifiable damage;
- the necessary and effectively sustained costs for the reconstruction of the Computer Records that have been destroyed or damaged as a direct consequence of an indemnifiable damage. The determination of the compensation is made by estimating the necessary and documented costs sustained by the Insurant for the restoration of the lost data.

##### **There are coverage limits**

**For each claim, the compensation shall be paid:**

- **up to 40% of the sum insured under Electronic machines;**
- **after deduction of an Excess of 10% of the amount of such costs, with a minimum of EUR 150.00.**  
**In the event that security copies of lost data or software do not exist in whole or in part, this minimum is raised to EUR 500.00.**

**If reconstruction is not necessary or does not take place within one year after the Loss, the Insured Person loses the right to reimbursement of reconstruction costs.**

#### **Art.1.3 Expenses incurred as a result of an indemnifiable accident**

Generali Italia shall provide compensation also in excess of the compensation limits indicated in the Summary Sheet and without application of the proportional rule referred to in Article 1.7 "Partial insurance - Proportional rule" of the "Rules operating in the event of a claim" cover:

- a) the costs of moving, relocating and storing the insured goods when such costs are necessary in order to carry out repairs to the premises identified in the policy affected by the loss.

**There are coverage limits**

**These expenses are paid up to a maximum of EUR 3,000.00 per claim;**

- b) the necessary expenses for demolishing, clearing, transporting and disposing of the residues of the Accident to the nearest dump or to that imposed by the Authority.

**There are coverage limits**

**These expenses are paid up to EUR 2,000.00 per claim.**



**What is NOT insured?**

**Art. 2.1 Exclusions**

**Damages are excluded:**

- a) **caused wilfully by the Insured or the Policyholder;**
- b) **due to deterioration, wear and tear, corrosion, oxidation, resulting from natural use or operation, caused by the gradual effects of weathering, humidity, frost and condensation, dripping, drought, infiltration, evaporation;**
- c) **for which the builder, seller or lessor of the insured property is liable by law or contract;**
- d) **due to non-compliance with the Manufacturer's or Supplier's instructions for the operation, use and maintenance of the insured items;**
- e) **occurring as a result of assembly and disassembly not related to cleaning, maintenance and overhaul work;**
- f) **of an aesthetic nature that are not related to indemnifiable damage;**
- g) **attributable to defects known to the Policyholder or Insured when the policy was concluded;**
- h) **to parts or components that are subject to wear and tear due to use or whose performance declines as a result of time in use, unless such damage is the consequence of another event indemnifiable under the policy;**
- i) **shortfall in inventory or from loss;**
- j) **occurred as a result of confiscations and requisitions;**
- k) **occurring during acts of war, insurrection, military occupation, invasion, unless the Policyholder or the Insured proves that the Claim had no connection with such events;**
- l) **caused by tsunamis, tides, storm surges and seawater penetration;**
- m) **caused by volcanic eruptions, bradyseism, landslides, subsidence or landslides, avalanches and avalanches;**
- n) **occurring on the occasion of transmutation of the nucleus of the atom, particle acceleration, radiation, contamination, pollution, and their direct or indirect consequences, unless the Policyholder or the Insurant proves that the Claim had no relation to such events.**



**Are there any coverage limits?**

**Art. 3.1 Limits of coverage**

**Damages are excluded:**

- a) **caused by hurricanes, storms, wind and things carried by it, whirlwinds, hail, windstorms, accumulation of dust, sand or anything else carried by the wind;**
- b) **caused by total or partial collapse of the building due to snow load on the roofs;**
- c) **caused by earthquakes, flooding, inundation and water bombs;**
- d) **resulting, in whole or in part, from:**
  - **alteration, loss of use or functionality, in whole or in part, of data and any other processing system based on microchips or integrated logic;**
  - **use of the Internet or similar networks, intranets or other private or similar networks;**

- electronic transmission of data or other information, including to/from websites or similar (e.g. downloading files/programmes from e-mail), including virus programmes;  
unless they are caused by incidents that are indemnifiable under the terms of the policy that are not specifically excluded and that have affected the insured property; if the aforesaid events are the cause of other events that are not specifically excluded, Generali Italia shall be liable only for the part of the loss not covered by the exclusions.
- e) caused by or due to theft, robbery, extortion, mugging, fraud, embezzlement or disloyalty on the part of employees, looting, embezzlement and attempts thereof;
- f) theft caused to the insured property when the business is closed to the public for more than 45 consecutive days, in which case cover remains suspended from midnight of the 45th day until reopening.

#### **Art. 3.2 Excess and Deductible payable by the Insured**

In the event of damage, an Excess of €250.00 shall apply. This Deductible shall not apply if the damage is caused by:

- a) fire, explosion and burst, implosion; sonic wave; falling aircraft and spacecraft, their parts or transported objects;
- b) development of fumes, gases, vapours, escaping as a result of a fault - not caused by wear and tear, corrosion, material defects or lack of maintenance - in the heat generating installations serving the building (or the larger building of which it may form a part), and provided that such installations are connected by suitable pipes to appropriate chimneys;
- c) collision with vehicles not belonging to the Insured Person or his/her service;
- d) ruin of lifts and elevators as a result of broken devices;
- e) **INDIRECT DAMAGES** from:
  - development of fumes, gases, vapours;
  - failure or abnormal production or distribution of electric, thermal or hydraulic energy;
  - failure or abnormal functioning of electronic equipment, heating or air conditioning systems;
  - leakage or spillage of liquids;

provided that they are the result of a fire, explosion or bursting that has affected the insured property, or other property provided it is located at a distance of no more than 50 metres from the insured property (as the crow flies, considering the two nearest perimeter points) that has suffered the consequential damage itself.

In the event of damage, defects and failures of internal origin, in the absence of a Service Contract for Electronic Machines, the 20% Excess shall apply with a minimum of €1,000.00 with a limit of compensation of 20% of the sum insured under the "Electronic Machines" item.

Limited to Hardware, for damage of an electrical nature, if surge protection systems are not installed or have not been activated, outside the insured equipment, both to the power supply network and to the data communication network, the 20% Excess shall apply with a minimum of €250.00. In addition, the electrical system and the earthing system shall be in compliance with the law.

For portable Electronic Machines for damages resulting from impact or fall, the 25% Excess shall apply with a minimum of Euro 200.00.

#### **Art. 3.3 Delimitations for Theft and Robbery Damage**

Partial derogation of Article 3.1 "Limits of cover" letter e), Generali Italia shall indemnify material and direct damage to insured property caused exclusively by the following events:

- a) Theft by entering the premises of the location indicated in the Summary Sheet by breaching its external defences by means of:
  - breakage, burglary;
  - breaking through walls, floors and ceilings;
  - with fraudulent use of keys, picks and similar tools even without these leaving obvious signs of burglary.

**There are coverage limits**

**In the event of a claim, a 20% Excess shall apply. If a report has been made for the loss or theft of keys, this Deductible shall not apply if the theft occurs within 5 days of the report being made.**

- b) Theft committed by entering the premises of the location indicated in the Summary Sheet by a route, other than the ordinary route, that requires overcoming obstacles or shelters by the use of artificial means (such as, for example, ladders, ropes and the like) or special personal agility.
- c) Theft committed by persons who remained clandestinely on the premises of the location indicated in the Summary Sheet, provided that the removal of the stolen goods then took place when the premises were closed.
- d) Theft by smash-and-grab, i.e. glass breakage of shop windows during public opening hours and in the presence of employees.
- e) Theft by breaking the glass panes of fixed windows and effectively closed glass doors during daytime and evening closing times, limited to the period between 8 a.m. and midnight.
- f) Theft through the bars and window frames, with breakage of the glass behind but remaining outside the premises of the location indicated in the Summary Sheet.
- g) Theft occurring in the manner described above even if committed by an employee of the Policyholder or the Insured and provided that the following circumstances occur
  - that the perpetrator of the theft is not entrusted with the custody of the keys to the premises at the location indicated in the Summary Sheet, nor with the custody of the keys to the special internal means of defence provided for in the policy, or with the internal surveillance of the premises;
  - that the theft is committed while the premises are closed and at times other than those during which the employee performs his duties on the premises.
- h) Robbery also committed by employees, by forcing the Insured, his employees or other persons present, to hand over the insured goods themselves by means of violence or threat occurring on the premises of the location indicated in the Summary Sheet, even when the persons on whom the violence or threat is made are taken from outside and are forced to go to the same premises.

Generali Italia also indemnifies:

- Damage caused by thieves to the parts of the Building constituting the premises of the location indicated in the Summary Sheet that contain the insured goods, and to the door and window frames protecting and guarding the accesses and openings of the said premises, including safe and armoured rooms (excluding contents) and their doors.

**There are coverage limits**

**The cover is afforded up to a limit of €2,000.00, without the application of any Excesses and/or Deductibles specified in the policy. If, for the same location, the Theft cover of the Modulo Protezione dell'Attività is also operative, this limit shall be understood to be the same and operative jointly for both guarantees.**

- the documented expenses for the replacement of the locks of the premises at the location indicated in the Summary Sheet containing the insured goods with the same or equivalent ones following the loss or theft of the keys from the Insurant or others. Compensation shall be paid only following a report duly made to the Public Safety authorities

**There are coverage limits**

**Compensation will be limited to only those expenses actually incurred within twelve months of the claim.**

**Under no circumstances shall Generali Italia pay, per insurance year, an amount greater than 5% of the sum insured "Electronic machines" with a maximum of euro 500.00. If, for the same location, the Theft cover of the Modulo Protezione dell'Attività is also operative, this limit shall be understood to be a single limit that is jointly operative for both guarantees**

**Limitations for Damage from Theft, Robbery and Theft of Portable Electronic Devices Outside the Location**

Generali Italia shall indemnify material and direct damage to Portable Electronic Machines outside the premises of the location indicated in the Summary Sheet exclusively for

- Theft inside different premises provided that it is perpetrated by breaking or burglarizing the external means of locking the building and/or the interior of the premises, or by breaking or burglarizing cabinets or furniture in which the insured goods may have been stored;
- Theft during transport in vehicles provided that all the following requirements are met:
  - a) the vehicle is fitted with a hard top;
  - b) the windows of the vehicle are raised and the doors and boot or load compartment are locked;
  - c) while parked, the insured equipment is stowed in the luggage or cargo compartment and is not visible from outside the vehicle;
- Theft due to accident or sudden illness of the person holding the insured property;
- Theft by stealth, limited to cases where the person in charge of the transport holds the insured goods;

- Theft by snatching insured property out of a person's hand or off him;
- Robbery.

#### There are coverage limits

For damage caused by Theft, Robbery and Theft of portable electronic machines outside the location, the 25% Excess shall apply with a minimum of €200.00.

#### Intent and gross negligence

With regard to the cover provided for in this Article 3.3, damage caused or facilitated by gross negligence on the part of the Insured Person is however excluded, as well as damage caused or facilitated with fraud or gross negligence by

- persons living with the insured person or occupying the premises containing the insured goods or premises communicating with them;
- employees of the Insured or of the aforementioned persons, except as provided for in sub-paragraphs g) and h) of the first paragraph;
- in charge of the surveillance of the goods themselves or of the premises containing them.

#### *Art. 3.4 Characteristics of the premises containing the insured goods and of the locking media for Theft Damage*

A 20% Excess shall apply if:

- a) the theft is committed through walls, floors or the roof of a building that is not built and covered with:
  - reinforced concrete, concrete blocks, bricks, stones and other similar materials;
  - panels, made of double sheet steel with insulation in between, joined together by interlocking;
  - other materials commonly used in building construction: this is, however, limited to floors and roofs as well as walls of rooms only insofar as they are not less than 4 m high from the ground, from water surfaces, as well as from surfaces that are accessible and practicable from the outside by ordinary means (such as balconies, stairs, terraces and the like).
- b) the eaves line of the roof of the building is situated at a height of less than 4 m, as established above for walls, and the roof is not built to one of the following characteristics
  - with materials commonly used in construction but with underlying floors;
  - in reinforced brick or reinforced concrete and without skylights or in totally fixed reinforced glass-concrete.
- c) the insured goods are contained in Kiosks provided that their construction characteristics fall within the definition of Green Building.
- d) theft committed by removal of grilles, door and window frames or locks applied to them, without breaking or forcing the relevant structures or installation locations;
- e) theft committed by removing laminated safety glass panes from their housing without breaking the frame.
- f) The theft is committed by breaking openings less than 4 metres from the ground, from water surfaces, from shelves (such as balconies, stairways, terraces and the like), which are accessible and practicable from the outside without the use of personal agility or tools, and which are not defended by at least one of the following means
  - windows and doors made of wood, rigid plastic, laminated safety glass, metal or metal alloy, other similar materials commonly used in the building industry; the whole totally fixed or closed with devices (such as bars, bolts or the like) that can only be operated from the inside, or closed with locks or padlocks;
  - gratings (also considered to be those made of metal or metal alloy bars other than iron) fixed in the walls or in the frame structure.  
Spans are allowed in metal or metal alloy gratings and window frames, provided they are of a size that does not allow access to the premises containing the insured goods except by breaking into the relevant structures or locking devices.

This Deductible shall not be applied if:

- the discrepancy was irrelevant to the thieves' entry into the premises;
- the theft was committed, with only the breaking of non-laminated safety glass, when there are persons working a regular shift.

#### *Art. 3.5 Characteristics of premises containing insured property for events other than theft*

Damage to insured property, located on the premises listed in the Summary Sheet and that is



a direct consequence of damage caused by an event affecting the premises themselves, shall be indemnified only if the premises comply with the following construction characteristics:

- non-combustible vertical load-bearing structures and/or glued laminated timber, (except those relating to a possible single portion whose covered area does not exceed 1/5 of the total covered area of the building considered),
- external walls (when existing) and roof surfaces also made of non-combustible materials, unless combustible materials are present for no more than 1/5 (1/3 if in non-expanded or honeycomb plastic) of the respective surfaces.

Roof supporting structures, floors, insulation, ceilings and cladding may also be made of combustible materials.

There may, however, be one or more buildings with characteristics other than those described above, the total covered area of which does not, however, exceed 1/10 of the total covered area. Characteristics relating to the materials used for waterproofing, insulation or cladding applied to the outside of the perimeter walls or roofing consisting of bricks, reinforced concrete, concrete, reinforced brick, brick-cement are always tolerated and therefore have no influence.

Kiosks are tolerated as long as their construction characteristics fall within the definition of green building construction.



#### Where does cover?

##### **Art. 4.1 Delimitation territory**

The guarantee operates solely within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.



#### What is insured? Optional covers

##### **Art. 5.1 Optional Guarantees**

### **EXTRAORDINARY EVENTS**

#### **Atmospheric events**

Partial derogation of the provisions of Art. 3.1 "Limits of cover" letter a), Generali Italia shall indemnify direct and material damage caused to insured property by hurricanes, storms, wind and things carried by it, hail and whirlwinds, when the violence that characterises such atmospheric events is found on a number of insured and uninsured bodies. Water damage occurring inside the buildings is only included if directly caused by atmospheric precipitation through damage caused to the roof, walls or windows by the violence of the weather events described above.

#### **What is not insured**

The cover does not include damage:

- from bathing to goods placed outdoors or under buildings or canopies open on one or more sides or incomplete in their roofs or frames
- caused by dripping or damp, landslides or ground subsidence, snow load, avalanches, frost, floods, storm surges, insufficient rainwater runoff.

#### **There are coverage limits**

In the event of damage, an Excess of € 250.00 shall apply.

Damage other than water damage suffered by insured goods placed under buildings or canopies that are open on one or more sides or have incomplete roofs or frames shall only be indemnified if it is the consequence of damage to such buildings or canopies.

#### **Snow overload**

Notwithstanding the provisions of Article 3.1 "Limits of cover" letter b), Generali Italia shall indemnify the material and direct damage caused to the insured property following the total or partial collapse of the Building caused by snow load on the roofs.

Wet damage to the insured property contained within the Building is included insofar as it is directly caused by atmospheric precipitation and snow through damage caused to the roof, walls or windows.



### What is not insured

The cover does not include damage:

- by frost or avalanches;
- occurring in buildings in a state of disrepair or in buildings under construction or reconstruction or in any case not complying with the legal regulations on snow loads in force at the time of construction, or if they were in breach of subsequently introduced regulations having retroactive effect;

### There are coverage limits

In the event of damage, an Excess of EUR 250.00 shall apply.

This guarantee shall commence at midnight on the 10th day following the effective date of the contract. If the contract replaces another contract, this guarantee shall operate during the above-mentioned period under the conditions of the replaced contract.

## EVENTS CATASTROPHIC

### Earthquake Damage

Notwithstanding the provisions of Article 3.1 "Limits of cover" letter c), Generali Italia shall indemnify, within the limits respectively indicated in the Summary Sheet for the individual insured items, direct and material damage - including those caused by fire, explosion, bursting - to insured assets located within the location indicated in the Summary Sheet caused by an Earthquake, provided that the Building containing the same is located in an area identified among those affected by the Earthquake in the measures taken by the competent Authorities.

Guarantees are provided only in respect of Buildings having the "Construction Characteristics" listed below.

For "Portable or mobile electronic machines" the cover is operative also when they are located outside the premises of the location indicated in the Summary Sheet provided that the damage occurred in an area identified among those affected by the Earthquake in the measures taken by the competent Authorities.

For the purposes of this cover, the tremors recorded in the 72 hours following each event giving rise to the indemnifiable claim are attributed to the same earth tremor and the related damage is therefore considered a "single claim".

### What is not insured

Damage is always excluded from the Guarantee:

- caused by explosion, emanation of heat or radiation resulting from transmutation of the nucleus of the atom or by radiation caused by artificial acceleration of atomic particles, even if such phenomena were caused by an earthquake;
- from flooding, inundation and flooding, even if resulting from an earthquake, as well as from volcanic eruption;
- caused by the failure or abnormal production or distribution of electrical, thermal or hydraulic energy, unless such circumstances are related to the direct effect of the earthquake on the insured property;
- theft, loss, robbery, looting or attributable to shortages of any kind;
- indirect, such as changes in construction, lack of rent, enjoyment or commercial or industrial income, suspension of work or any damage that does not affect the materiality of the insured property;
- in the case of buildings that did not comply with the legal technical standards and any local provisions relating to construction in seismic areas on the date of their construction.

In addition, damage to insured property located within buildings constructed without the necessary building authorisations according to current urban planning regulations, as well as those declared uninhabitable by an order of the Authority at the time of signing this policy, are excluded from the "Earthquake Damage" cover.

### There are coverage limits

In the event of a claim, Generali Italia shall pay the Insurant the sum paid under the policy less, for each insured item, an Excess equal to the amount indicated in the Summary Sheet.

In no case shall Generali Italia indemnify, for each lot, for one or more claims occurring during the same insurance year, an amount exceeding the "Compensation Limit" indicated in the Summary Sheet.

### *Building Characteristics for Earthquake Damage*

Damage to insured property located on the premises indicated in the Summary Sheet that is a direct consequence of damage caused by an earthquake that has struck the premises shall be indemnifiable if the premises comply with the following construction characteristics:

- are not under construction;

- are in a good static and maintained condition;
- have characteristics corresponding to what is declared in the policy under "type of construction": Earthquake-resistant structure, Reinforced concrete load-bearing structures, Miscellaneous load-bearing structures.

The degree of risk depends on the construction characteristics of the building.

#### There are coverage limits

If, in the event of a claim, the construction characteristics of the building differ from those declared in the policy under "Construction type", the following shall apply for settlement purposes:

1. if it is indicated in the policy, Earthquake-proof Structure and it appears, at the time of the Loss or Damage, that the building in which the insured property is located does not comply with these characteristics:
  - a. the Deductible indicated in the Summary Sheet shall be:
    - i. doubled, if the construction characteristics were among those envisaged for 'load-bearing reinforced concrete structures';
    - ii. tripled, if the construction characteristics were among those envisaged for 'Miscellaneous load-bearing structures'.
  - b. the compensation limit stipulated therein shall be reduced by a further 5% if the construction characteristics fall within those stipulated for "Reinforced concrete load-bearing structures" or by 10% if the construction characteristics fall within those stipulated for "Other load-bearing structures".
2. in the event that reinforced concrete load-bearing structures have been indicated in the policy and it appears, at the time of the Insured Event, that the building in which the insured goods are located does not comply with these characteristics:
  - a. the Deductible stated in the Summary Sheet will be doubled, if the construction features fall under "Miscellaneous Load-Bearing Structures";
  - b. the limit of compensation provided for therein shall be reduced by a further 5%.

#### Flood Damage

Notwithstanding the provisions of Art. 3.1 "Limits of cover" letter c), Generali Italia shall indemnify, within the limits respectively indicated in the Summary Sheet for the individual insured items, material and direct damage - including fire, explosion, bursting - to insured property caused by Flood and Flooding, also consequent to Earthquake.

#### What is not insured

Damage is always excluded from the Guarantee:

- a) caused by the failure or abnormal production or distribution of electric, thermal or hydraulic energy, unless such circumstances are connected to the direct effect of the flood or inundation on the insured property;
- b) caused by sewer overflow or backflow if not directly related to the event;
- c) to movable property outdoors;
- d) to assets located in buildings constructed in floodplain areas;

In addition, damage to property located within buildings constructed in the absence of the necessary building authorisations according to current urban planning regulations, as well as those that have been declared uninhabitable by order of the Authorities at the time of the underwriting of this policy, are excluded from the "Flood and Flood Damage" cover.

#### There are coverage limits

In the event of a claim, Generali Italia shall pay the Insurant the sum liquidated according to the terms of the policy less, for each insured item, the Excess, with a minimum amount equal to that indicated in the Summary Sheet.

In no case shall Generali Italia indemnify, for each lot, for one or more claims occurring during the same insurance annum, an amount exceeding the "Compensation Limit" indicated in the Summary Sheet. With regard to damage to underground and basement areas and to the goods contained therein, said "Compensation Limit" shall be reduced by 50%.

Insofar as referred to in the Summary Sheet the optional guarantee "Elimination of Limits for Basement Premises" the 50% reduction referred to in the preceding paragraph is to be considered repealed and inoperative.

#### Flood and Water Bomb Damage

In addition to the "Flood and Flooding Damage" cover, within the relative insured sums and limits of cover, by partial derogation of Art. 3.1 "Limits of cover" letter c), Generali Italia shall also indemnify material and direct damage to insured property caused by Flooding and Water Bombs.

### There are coverage limits

For the purposes of this cover, the Payment of the compensation for each claim shall be made with the application of the Deductibles and minimums indicated in the Summary Sheet.

Under no circumstances shall Generali Italia indemnify, for one or more claims occurring during the insurance period, an amount exceeding 30% of the individual sums insured for "Flood and Flood Damage" cover.

With regard to the part of the damage relating to underground and basement rooms and, if insured, to the goods contained therein, in no case shall Generali Italia indemnify, for one or more claims occurring during the insurance period, an amount greater than 15% of the individual sums insured for the "Flood and Flood Damage" cover, with a limit of €10,000.00.

It is agreed, however, that Generali Italia shall not indemnify for the "Flooding and Water Bombs" cover any sum greater than that indicated in the Summary Sheet.

### Damage from Flooding and Extended Water Bombs

In addition to the "Flood and Flooding Damage" cover, within the relative insured sums and limits of cover, by partial derogation of Art. 3.1 "Limits of cover" letter c), Generali Italia shall also indemnify material and direct damage to insured property caused by Flooding and Water Bombs.

### There are coverage limits

For the purposes of this extension of cover, Payment of the compensation shall be made after deduction, per individual claim, of the Deductible and the minimum amount indicated in the Summary Sheet.

In no case shall Generali Italia indemnify, for one or more claims occurring during the insurance period agreed for this cover, an amount exceeding 30% of the individual sums insured for "Flood and Flood Damage" cover.

It is agreed, however, that Generali Italia shall not indemnify for the "Flooding and Water Bombs" cover any sum greater than that indicated in the Summary Sheet.

### When does the coverage start and end?

#### Commencement of cover under the Catastrophic Events Guarantee

Cover under "Catastrophic Events" shall take effect at midnight on the 15th day following the day indicated in the policy if at that time the premium or the first premium instalment has been paid; otherwise, it shall take effect at midnight on the 15th day following the day of payment, without prejudice to the deadlines stipulated in the policy.

If the contract replaces, without interruption, another contract in force with Generali Italia for the same risk, the cover during the aforementioned 15-day gap shall operate under the terms and conditions of the replaced contract.

#### Update of the Conditions Covered by the Catastrophic Events Guarantee

Generali Italia may notify the Policyholder of the new premium conditions relating to the renewal of the "Catastrophic Events" cover, under the same terms and conditions as the current Cover, by PEC or registered letter.

Generali Italia shall send the communication at least 60 (sixty) days prior to the expiry date - initial or any tacit renewal - In this case, the Policyholder's willingness to accept the new premium terms and conditions shall be expressed by paying the premium or the premium instalment no later than the thirtieth day following the expiry date of the Cover, against issuance of a receipt.

In the event of non-renewal of the Catastrophic Event Cover by the Policyholder, the Electronic Equipment Cover:

- if of multi-year duration, shall continue until the expiry date indicated in the Policy without the cover provided for "Catastrophic Events";
- if of annual duration, will be tacitly renewed from year to year without the cover provided for "Catastrophic Events".

In the absence of notification of the new premium conditions, the Guarantees will be tacitly renewed from year to year.

#### Deactivation of cover provided under the Catastrophic Events Guarantee

By partial derogation of Article 16 "Cancellation and termination of different Forms of cover" of the Modulo Generale, limited to the optional Catastrophic Event Warranties, Generali Italia and the Policyholder may, at any time, withdraw from the cover provided by the said warranties, with 30 days' notice, starting from the receipt of the relative communication, to be sent in the form specified in Article 9 "Communications between the Parties" of the Modulo Generale.

Cancellation from Earthquake cover may only be exercised in conjunction with Cancellation from Flood and Flooding, Flooding and Water Bomb cover.

Cancellation from Flood and Water Bombing cover may only be exercised in conjunction with Cancellation from Flood and Flooding cover.

By the 15th day following the effective date of Cancellation, Generali Italia shall reimburse the Policyholder the portion of the premium relating to the unexpired risk period, excluding taxes.



#### **Summary of insured sums, limits of compensation, deductibles and discoveries**

##### ***Summary Sheet***

**A summary of the sums insured, Sums Insured, Limits of Compensation, Deductibles and Excesses is provided in the attached Summary Sheet, which forms an integral part of this contract.**

## IN ATTIVITÀ - CYBER RISK COVER



### What is insured? Guarantee basic

#### Art. 1.1 Damage to the company's computer system

Generali Italia insures, up to the amount of each limit provided for the "Damage to the Company Computer System" cover indicated in the Summary Sheet:

- **Material and direct damage to the Hardware owned by the Insured;**
- **the Costs incurred by the Insured as set out below,**

occurring as a result of a Cyber Event affecting the Insured's Computer System, which occurred and was discovered during the period of insurance.

These are indemnifiable costs:

- **Network Restoration Costs**

the documented costs incurred in using the services of an external company to restore the characteristics of Availability, Integrity and Confidentiality foreseen at the time of the Loss and compromised following the Cyber Event of the Computer System, tested, installed and ready for its intended use.

**There are coverage limits**

**The cover only indemnifies work commenced within 3 days after Time Zero.**

- **Costs for Reconstituting Computer Archives**

the documented costs incurred for the reconstitution of the lost or altered Computer Records as a result of the Cyber Event, contained in the Hardware.

**There are coverage limits**

**Reconstitution must take place within 30 days of the Time Zero; if it does not, the Insured Person is not entitled to any Compensation.**

- **Notification Costs - Breach of Privacy**

the documented costs incurred for the purpose of giving adequate notice - even if carried out voluntarily by the Insured Person - to the interested parties and/or any competent authorities, in the event of a breach of the obligations regarding the protection of personal data provided for by the regulations in force following a Cyber Event that has affected the Insured Person's IT System.

The cover only indemnifies documented costs incurred in using the services of an outside company for the operations of

- investigation;
- information gathering;
- Data preparation;
- management of communications with the competent authorities and any related tasks;
- necessary for the above-mentioned communication.

- **Investigation costs - Incident response**

documented costs incurred in using the services of an external company for the purpose:

- to identify the cause and origin of the Cyber Event affecting the Insured's IT System;
- to implement appropriate actions to minimise the impact, propagation and duration of the Cyber Event.

**There are coverage limits**

**The cover only indemnifies work commenced within 3 days after Time Zero.**

- **Assets not belonging to the Policyholder or in co-ownership**

With reference to the cover for material and direct damage to the Hardware owned by the Insured, this insurance is understood to be taken out on his own behalf and on behalf of the insured.



### What is insured? Optional covers

#### Art. 1.2 Cyber Event Liability

Generali Italia undertakes to indemnify the Insurant for the amount that the latter is obliged to pay as civilly liable pursuant to the law by way of Compensation (for capital, interest and expenses) exclusively for the

types of damage listed below:

- Damage to Information Systems of Third Parties;
- Patrimonial Losses;
- Non-Patrimonial Damage;

and regulated below, involuntarily caused to third parties as a direct consequence of a Cyber Event, which affected the Insured's Computer System.

The Cover also applies to the civil liability that the Insured may incur as a result of a Cyber Event wilfully committed by persons for whose actions the Insured is legally liable.

#### **There are coverage limits**

**Under no circumstances shall Generali Italia indemnify, for all the types of damage listed below, a sum greater than that indicated in the Summary Sheet in respect of one or more claims made in the course of an insurance year.**

**In the event of the co-existence of more than one claim from third parties received by the Insured and relating to the same Cyber Event, they shall be considered as a single claim.**

#### **Damage to Third Party Information Systems**

This cover operates for the damage, destruction or alteration of third-party Computer Systems not owned or operated by the Insured, as well as equipment directly controlled by him.

The cover also applies to the damage, destruction or alteration of Data contained in the Hardware of third parties, not held or managed by the Insured, with the understanding that **in this case it is limited to the expenses necessary for the reconstruction of the damaged archives, or parts of archives.**

#### **There are coverage limits**

**This cover operates with the application of the specific sub-limits (Deductible and Maximum Compensation per claim and per damaged party) indicated in the Summary Sheet.**

**Notwithstanding these sub-limits and within these limits, for damage to third parties due to the interruption or suspension (total or partial) of the use of the damaged or destroyed assets and of industrial, commercial, agricultural or service activities, in no case shall Generali Italia indemnify an amount greater than euro 10,000.00 per damaged party.**

#### **Can damage to the computer systems of third parties be insured in the event that a Cyber Event propagates from the computer system outwards, affecting other systems?**

Yes, it is possible to insure damage caused to third party computer systems (not owned or managed by the Insured), following a Cyber Event affecting the Insured's Computer System.

#### **Patrimonial Losses**

This cover operates for the following cases of Patrimonial Losses that may be suffered by third parties due to the omission, incorrect or delayed fulfilment of obligations undertaken by the Insurant in the exercise of the activity declared in the Policy. **This list is exhaustive:**

- share of fixed costs attributable to working days of interruption or suspension (total or partial) of industrial, commercial, agricultural, service activities of the third party;

#### **There are coverage limits**

**The guarantee operates for an interruption or suspension up to a maximum of 30 working days;**

- documented expenses incurred for the temporary replacement of goods or services whose use had to be interrupted or suspended by the third party;

#### **There are coverage limits**

**The guarantee operates for an interruption or suspension up to a maximum of 30 working days;**

- embezzlement or fraudulent use of bearer securities, cards or means of payment of the third party.

#### **There are coverage limits**

**The embezzlement or fraudulent use must occur no later than 48 hours after Time Zero.**

**The cover does not apply if the Cyber Event is committed by persons for whose actions the Insured Person is liable under the law.**

The obligations under this cover are understood to refer to contracts stipulated prior to the occurrence of the Cyber Event or in any case to the Insured's knowledge thereof.



### There are coverage limits

This cover is subject to the specific sub-limits (Deductible and Maximum Compensation for each Claim) indicated in the Summary Sheet.

Without prejudice to these sub-limits and within these sub-limits for the loss or damage resulting from the theft or fraudulent use of credit instruments, cards or means of payment, in no case shall Generali Italia indemnify an amount exceeding Euro 5,000.00 per injured party.

### Can damages for loss of income suffered by third parties and attributable to the Insured as a result of a Cyber Event suffered by the latter be insured?

No, this is an asset loss that is not indemnifiable in the absence of material damage to the third party's computer system. The types of pecuniary losses that are indemnifiable are only those expressly listed in this cover: for example, the portion of fixed costs attributable to working days of interruption or suspension (total or partial) of industrial, commercial, agricultural, and third party service activities is indemnifiable.

### Non-pecuniary damage

This cover is operative for non-pecuniary damage to third parties if, following the Cyber Event, the Insurant is responsible for the unlawful processing of personal data (violation of the Privacy Law), even if said unlawful acts occur through the fraudulent use, following theft or misappropriation perpetrated by third parties during the Cyber Event, of the Insurant's Digital Identity on Social Media and public Internet areas.

### Under what operating conditions is the cover provided?

This cover operates on the condition that the Data involved in the Claim, if already held by the Insured, are processed in full compliance with all legal obligations and, in particular, with the consent of the persons concerned to their processing.

### There are coverage limits

This cover is subject to the specific sub-limits (Excess and Maximum Compensation for each Claim) indicated in the Summary Sheet.

## Art.1.3 Legal Protection from Cyber Event

### Foreword

In relation to the legislation introduced by Legislative Decree No. 209 of 7 September 2005 - Title XI, Chapter II, Articles 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection claims to

DAS - Difesa Automobilistica Sinistri S.p.A.

with registered office at via Enrico Fermi 9/B - 30175 Verona hereinafter referred to as DAS for brevity.

### Telephone counselling

DAS offers a telephone counselling service within the scope of the matters covered by the CYBER RISK COVER, through the toll-free number 800.475.633. The Insured may call during office hours (Monday to Friday from 8:00 a.m. to 6:00 p.m.) and obtain legal advice for:

- deal properly with legal disputes;
- correctly set up communications addressed to counterparties, such as claims or warnings;
- obtain clarification on laws, decrees and regulations in force. In particular, if the Cyber Event causes a breach of personal data legitimately processed by the Insured Person, the telephone consultation is extended to advice that is useful to the Insured Person in order to make the legal notifications to the supervisory authority and to the persons concerned.

### Insurance coverage

Generali Italia, through DAS, shall, in place of the Insured, assume the cost of the insurance policy, up to the amount indicated in the Summary Sheet for this cover and under the conditions indicated below:

1. the cost of legal assistance expenses resulting from the occurrence of a Cyber Event, which affected the Insured's Information Systems and which perpetrated
  - breach of the Insured Person's personal data or that of persons whose data the Insured Person lawfully holds (Data Breach as provided for in Art. 4 para. 12 and Articles 33-34 of the European Data Protection Regulation 2016/679 as amended and supplemented);
  - identity theft and/or unlawful use by third parties of personal data or access credentials to digital payment services of the Insured or of parties whose data the Insured lawfully holds; giving rise to:
    - proceedings involving charges of a culpable offence or misdemeanour against the Insured;



- proceedings concerning charges of intentional or unintentional criminal offence, the trial of which ends with a final judgment, acquittal or acquittal, or dismissal of the offence, without **prejudice to the exclusion of all cases of extinction of the offence**;
  - objections and/or appeals against administrative measures and fines for violations and/or non-compliance with EU Reg. 2016/679 and applicable data protection legislation;
2. the cost of extrajudicial assistance expenses resulting from the occurrence of a Cyber Event, which has affected the Insured's Information Systems resulting in
- disputes relating to damage that the Insured claims to have suffered as a result of another person's non-contractual tort;
  - disputes relating to alleged breach of contract by the supplier of the Insured's computer system.
- In the event of a dispute between insured parties, the cover shall be provided exclusively in favour of the Policyholder in the person of its owner or legal representative.

### Out-of-court dispute

Any claim for compensation and/or payment made by one party against another prior to the commencement of a lawsuit before a court.

### There are coverage limits

In the event of the co-existence of several disputes, the following cases shall be regarded as a single dispute:

- **two or more disputes brought by or against several persons and concerning identical claims or claims related to the same Cyber Event**;
- **two or more proceedings, even of different nature, due to the same Cyber Event**;
- **several successive breaches of the same nature due to the same Cyber Event**.

Only the following items are covered by the guarantee under point 1:

- for the intervention of a lawyer in charge of handling the dispute; if the damaging event has occurred and, in the event of a trial, is dealt with in one of the foreign states covered by the guarantee, as indicated in Art. 4.1 "Territorial extension", the Insurant may be assisted by two lawyers, one of whom shall represent the Insurant in Italy and one of whom shall represent the Insurant before the competent foreign judicial authority;
- for the intervention of a court-appointed expert/technical advisor and/or a party's technical advisor;
- of justice;
- liquidated in favour of the other party in the event of losing the case, **with the exclusion of any amounts resulting from joint and several liability**;
- to ascertain the subjects, ownership, modalities and dynamics of the Claims;
- of investigations to search for evidence in criminal proceedings;
- for the drafting of complaints, complaints, petitions to the Judicial Authority;
- for the unified contribution for the costs of court proceedings, **if not reimbursed to the other party in the event of the latter's losing**.

In addition, in the event of arrest, threat of arrest or criminal proceedings abroad, in one of the countries where the guarantee is operative, the following are included:

- the costs for the assistance of an interpreter;
- costs relating to translations of minutes or procedural documents.

### What is not insured

**Charges relating to any kind of sanctions as well as tax charges (such as, by way of example, stamping of documents, costs of registering judgments and deeds in general) are, in any event, excluded from the cover.**



### What is NOT insured?

#### Art. 2.1 Exclusions

The CYBER RISK COVER does not cover damage connected with, caused by or arising directly or indirectly from:

- a) **fines, penalties, administrative or tax sanctions, contractual penalties and punitive damages (e.g. punitive and/or exemplary damages) of all kinds**;

- b) damage resulting from the use or possession of radioactive substances as well as damage occurring directly or indirectly in connection with explosions or emanations of heat or radiation resulting from transmutation of the nucleus of the atom, radiation caused by artificial acceleration of atomic particles.

Generali Italia is also not obliged to:

- c) Damage occurring during acts of war, insurrection, civil commotion, riots, military occupation, invasion, unless the Insured proves that the Claim has no connection with such events;  
d) any amount or payment of any kind paid as a result of extortion or blackmail;  
e) bodily harm of any kind.

Furthermore, the Insurance does not include:

- for the cover referred to in Art. 1.1 "Damage to the company computer system", damage connected with, caused or deriving directly or indirectly from wilful misconduct by the Insurant or by the managers appointed by the Insurant as being responsible for the operation and by the Insurant's employees, of which the Insurant was aware or could have been aware with ordinary diligence, as well as wilful conduct by employees who have been out of work for a period of more than 24 hours, if the claim occurred using access credentials that were not removed by the Insurant
- for the cover referred to in Art. 1.2 "Cyber Event Liability", damages resulting from the non-fulfilment of measures issued by the authorities in connection with the Accident
- for the cover referred to in Article 1.3 "Legal Protection from the Cyber Event", disputes relating to charges of wilful misconduct of the Insurant, unless the trial is concluded with a final judgement, acquittal or acquittal or with a reduction of the crime



### Are there any coverage limits?

#### Art. 3.1 Limits of coverage

The guarantee does not cover damage connected with, caused by or arising directly or indirectly from:

- a) failure of external networks or interruption of power supply to public utilities, satellite services, external communication services that are not within the operational control of the Insured, power surges, failure of cables or external infrastructures that are not part of the Insured's IT system;  
b) interruption or anomaly in the functioning of the Internet, cables, satellites, telecommunications or other infrastructure, including anomalies in the provision of services by the provider hosting the Insured's website, including the use of cloud computing services;  
c) construction defects, hidden defects, errors in the design of the IT System not attributable to the Insured;  
d) use of electronic or interactive services with pornographic or sexual content or otherwise illegal content, use of illegal or unlicensed software;  
e) voluntary and unlawful collection or acquisition by the Insured of confidential information relating to identifiable natural and legal persons;  
f) theft, infringement, disclosure of any intellectual property.

Generali Italia is also not liable for:

- g) damage for which the supplier or manufacturer, and the operator of the Network if not the same as the Insured;  
h) Damage resulting from the use of Credentials of Default, not modified by the Insured;  
i) Damage caused in the absence of Antivirus Software or in the presence of only Antivirus Freeware installed on the Computer System, including individual workstations and mobile devices.

In addition, for the cover referred to in Article 1.1 "Damage to the Company's Information System". the cover also does not include damage connected with, caused by or arising directly or indirectly from:

- j) strikes, lockouts, measures imposed by the authorities;  
k) any type of dispositive operation on payment accounts (accounts of which the Insured is the holder at a financial institution and from which the Insured or a natural person or legal entity authorised by the Insured may request the transfer, payment or delivery of funds).

Generali Italia is also not obliged to:

- l) modifications, improvements, overhauls carried out in connection with the repair, replacement or restoration of the IT System affected by the Cyber Event, except for interventions strictly necessary to restore the level of security such as to prevent the recurrence of the Cyber Event in the same manner;
- m) concession or payment of any other right;
- n) all expenses related to damages for which the Service Contract for Electronic Machines and the Maintenance Contract for Software must intervene;
- o) Damage occurring during use, transportation or relocation of the Hardware outside the locations indicated in the Policy except for Hardware components for mobile use;
- p) damage to property not covered by the definition of a computer system;
- q) Cyber event that affects the systems of third parties, customers or suppliers of the Insurant, used by the latter for various reasons. In this case, only the Notification Costs - "Breach of privacy" resulting from the breach of obligations regarding the protection of personal data saved on third-party systems and for which the Insurant is qualified as the data controller shall remain indemnifiable.

In addition, for the cover referred to in Article 1.2 "Cyber Event Liability", cover does not apply:

- a) liabilities voluntarily assumed by the Insured and not mandatorily provided for by law;
- b) damage of any kind and for any cause whatsoever resulting from:
  - pollution;
  - interruption, depletion or diversion of springs and watercourses;
  - alteration or depletion of aquifers, mineral deposits and in general anything in the subsoil susceptible to exploitation;
- c) damage of any kind directly or indirectly resulting from electromagnetic waves or fields;
- d) damage resulting from asset management activities;
- e) damage resulting from the failure to remove, following a complaint by a third party, content, sites or Internet pages, unless the Insured proves that he has implemented all means at his disposal to carry out the removal;
- f) damage made or suffered by the following persons:
  - the spouse, the persons with whom the Insured is in a civil union or de facto cohabitation, as governed by Law no. 76/2016, the parents, the children of the Insured, as well as all the members of his or her registered family as shown on the Family Status Certificate;
  - when the Insured Person is not a natural person: the legal representative, the shareholder with unlimited liability, the director and the persons who are in the relationship with them as per a);
  - companies that, with respect to the Insured who is not a natural person, qualify as parent companies, subsidiaries or affiliates pursuant to Article 2359 of the Civil Code, as well as their directors.

In addition, for the cover referred to in Article 1.3 "Legal Protection from a Cyber Event", cover does not apply in the event of:

- arbitration procedures;
- contractual disputes except those expressly provided for in Article 1.3 itself.

### ***Art. 3.2 General limits to the operability of the CYBER RISK COVER***

In the event of a Claim in which one or more of the following situations occur:

1. the Insured is unable to identify and prove the Cyber Event Log;
2. the Computer System is not equipped with an appropriate Firewall or that the Firewall has not been updated within 15 days from the date of issue by the supplier of the first Software update;
3. the Insured does not regularly perform the Backup with the frequency stated in the Policy;
4. is not subscribed to and maintained for the duration of the Insurance:
  - a Service Contract for Electronic Machines;
  - a Maintenance Agreement for the Software,or that in the absence of such Contracts, maintenance is carried out with dedicated internal resources as shown in the official organisation chart;

in lieu of the Deductibles and Excesses set out in the Summary Sheet, each cover shall operate subject to

application of a 30% Excess with a minimum of €1,000.00 per claim, without prejudice to any higher limits provided for in the Policy.

#### **Art. 3.3 Limits of coverage in the presence of Networks Wireless**

In the event of Compromise of Wireless Connections or Networks, the guarantee only operates on the condition that access to the Wireless Network meets the minimum requirements set out below:

- protection via WPA2 protocol;
- Implementation of a Network access control mechanism based on the verification of the Physical Address (also called MAC Address) associated with the device requesting access to the Network.

#### **Art. 3.4 Limits of cover for failure to update the Antivirus Software**

The guarantee remains suspended if, after 15 days from the date of issue by the supplier of the first update of the Antivirus Software (not Freeware), it has not been loaded and installed on the Computer System, including individual workstations and mobile devices.

#### **Art. 3.5 Limits of cover in the event of theft of a mobile component**

In the event of a Cyber Event perpetrated by means of a mobile hardware component stolen from the Insured as a result of theft or robbery, the Cover only operates under the condition that

- the component is equipped with dedicated hardware functionality for encryption (e.g. TPM functionality)
- the Data contained therein are protected with an encryption algorithm;
- the theft or robbery of the equipment is reported to the competent authorities within 24 hours from the date of discovery of the Claim.

#### **Art. 3.6 Limits of cover in the event of Malware**

In the event of damage caused as a result of the Compromise of the Insured's IT System, following the execution by the users of the IT System itself, of Malware originating from removable Media or remote connections, including e-mail messaging, the cover shall operate with a maximum limit of compensation of €5,000.00 per cover purchased and per insurance annum.



### **Where does cover?**

#### **Art. 4.1 Territorial Extension**

The cover for Damage to the Company's Information System is operative for damage occurring to the Insured's Information System wherever located within the territories of Italy, the Republic of San Marino and the Vatican City State.

The Notification Costs Guarantee - "Breach of privacy" also applies to the breach of obligations regarding the protection of personal data stored on third party systems for which the Insured Person qualifies as data controller and which are located in the European Union, the United Kingdom, Switzerland, Liechtenstein, Monaco, Norway, Andorra, the Vatican City State and the Republic of San Marino.

The Cyber Event Liability cover is operative for Cyber Events that have affected the Insured Person's Information System wherever located within the territories of Italy, the Republic of San Marino and the Vatican City State, and for damage to third parties occurring worldwide.

The Legal Protection from Cyber Event cover is valid for Cyber Events that have affected the Insured Person's Information System wherever located within the territories of Italy, the Republic of San Marino and the Vatican City State, and for disputes that have been dealt with in court:

- in all European countries, in the event of non-contractual damage or criminal proceedings under the guarantee;
- in the European Union, the United Kingdom, Switzerland, Liechtenstein, Monaco, Norway, Andorra, the Vatican City State and the Republic of San Marino, in the event of disputes of a contractual nature covered by the guarantee;
- in Italy, the Vatican City State and the Republic of San Marino, in the cases envisaged for telephone consulting.



### **When and how should I pay?**

#### **Art. 5.1 Calculation of the premium**

For the Cyber Event Liability and Cyber Event Legal Protection coverages, the Policyholder shall declare at the time of their activation the maximum number of Insured Persons envisaged for the duration of the cover.

For the purposes of declaring the number of employees, persons entered in the Single work ledger with a fixed-term employment contract of no more than six months are counted as half a unit, while those with a contract of more than six months are counted as a whole unit.

This maximum limit is taken as the basis for calculating the annual premium for these guarantees, if any.

#### What obligations I have

Should this number exceed the limit indicated in the Summary Sheet during the term of the cover, the Insurant must notify Generali Italia in accordance with Article 7 "Declarations by the Policyholder" of the Modulo Generale. Should the Insurant unintentionally omit to report this increase, Generali Italia shall waive application of the provisions of the last paragraph of Article 1898 of the Civil Code provided that the variation is no greater than 50% of the number of employees indicated in the Summary Sheet, with a minimum of 4 employees.

Should the number of employees indicated in the Summary Sheet be less than 5, the tolerance limit will still be counted from 5.

#### How is the maximum number of employees

##### determined? Example

One restaurant has:

- Working members: 2
- Permanent employees: 1
- Employees with a fixed-term contract of 6 months or less: 3
- Employees with fixed-term contracts of more than 6 months: 4

Determination of maximum number of employees to be declared:  $2 + 1 + (3 \times 0.5) + 4 = 8.5$

#### What happens if the number of employees changes?

##### Example 1

- Number of declared employees: 10
  - Tolerance limit number of employees: 5
  - Number of actual employees: 12
- The Cover is operative.

##### Example 2

- Number of declared employees: 10
- Tolerance limit number of employees: 5
- Number of actual employees: 20

The cover is operative but the compensation due is reduced in proportion to the ratio between the premium calculated on the basis of 10 employees and the premium calculated on the basis of 20 employees:

- Premium for 10 employees: euro 200, premium for 20 employees: euro 300
- Ratio of premiums paid and due  $\frac{2}{3}$  (euro 200/300)

#### Art. 5.1 Calculation of the premium

For the Cyber Event Liability and Cyber Event Legal Protection coverages, the Policyholder shall declare at the time of their activation the maximum annual value of the Revenues from Sales and Services, envisaged for the duration of the cover, and this maximum value shall be taken as the basis for calculating the annual premium for these coverages, if operative.

#### What obligations I have

If, during the term of the cover in relation to one or more years, the value of Sales and Services Revenues exceeds the maximum value indicated in the Summary Sheet, the Insurant shall notify Generali Italia in accordance with Article 7 "Declarations by the Policyholder" of the Modulo Generale. Should the Insurant unintentionally fail to report this increase, Generali Italia shall waive application of the provisions of the last paragraph of Article 1898 of the Civil Code provided that the variation is no greater than 20%.



## When does the coverage begin and when does end?

### **Art. 6.1 Operativity of the guarantees**

#### **Information System Damage COVER**

It operates for Cyber Events occurring and discovered during the term of the cover.

#### **Cyber Event Liability Insurance**

It only applies to Claims received by the Insured during the period of effectiveness of the Cover or within 6 months following its expiry as a result of Cyber Events occurring during the period of effectiveness of the Cover.

In the event of the seamless replacement of a Policy taken out with Generali Italia for the same risk and with a similar cover governed by the same time validity regime, the cover shall operate under the regulatory conditions of the replacing Policy and within the compensation limits of the replaced Policy, for claims of which the Insured is aware during the period of validity of the replacing Policy, even if they originate from Cyber Events that occurred during the period of validity of the replaced Policy.

In the event of a change in the compensation limits of the cover during the term of the contract, the limits existing prior to the change shall continue to apply for claims arising from Cyber Events occurring prior to the change.

#### **Guarantee Legal Protection**

Operates for disputes caused by Cyber Events occurring during the period of validity of the Insurance provided that the Insured has become aware of said disputes within 6 months of the termination of this Policy.

In the event of the uninterrupted replacement of a Policy taken out with Generali Italia for the same risk and with a similar cover governed by the same time validity regime, the cover shall operate under the regulatory conditions of the replacement Policy and within the compensation limits of the replaced Policy, for disputes of which the Insured has become aware during the effective period of the replacement Policy, even if they originate from Cyber Events occurring during the effective period of the replaced Policy.

In the event of a change in the compensation limits of the cover during the term of the contract, for disputes arising from Cyber Events occurring prior to the change, the limits existing prior to the change shall continue to apply.

### **Art. 6.2 Deactivation of cover provided under Cyber Risk**

Partially derogating from Article 16 "Cancellation and termination of different Forms of cover" of the Modulo Generale, Generali Italia and the Contracting Party shall have the right to withdraw from the CYBER RISK COVER at each annual expiry date by giving 30 days' notice prior to the annual expiry date, to be sent in accordance with the procedures set forth in Article 9 "Communications between the Parties" of the Modulo Generale.



## Summary of insured sums, limits of compensation, deductibles and discoveries

### **Summary Sheet**

A summary of the Maximum Amounts, Compensation Limits, Deductibles and Excesses is provided in the attached Summary Sheet, which forms an integral part of this contract.

## COMMON RULES OF THE PROTECTION MODULE DIGITAL



### When does the coverage begin and when does end?

#### **Art. 1.1 Activation and deactivation of Guarantees**

Activation of the CYBER RISK COVER requires the Electronic Machines Guarantee to be active. The deactivation of the Electronic Machine COVER entails the deactivation of the entire "MODULO PROTEZIONE DIGITALE".



### What obligations do I have?

#### **Art. 1.1 Inspection of Insured Property**

Generali Italia shall always have the right to visit the insured items and the Insured shall be obliged to provide all necessary indications and information.



## RULES OPERATING IN THE EVENT OF A ACCIDENT



### How can I cancel Guarantees?

#### *Art. 1.1 Cancellation in the event of claim*

Following the notification of any claim made under the terms of the Policy during the term of the contract, Generali Italia may withdraw from one or more Warranties:

- by giving notice to the other party in the manner provided for in Article 9 "Communication between the Parties" of the Modulo Generale;
- by the 60th day following the payment or rejection of the Compensation

Cancellation takes effect 30 days after receipt of the relevant notice.

By the 15th day following the effective date of Cancellation, Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the unexpired risk period, excluding taxes.

The payment or collection of Premiums due after the notification of the claim or any other act of the Parties shall not be construed as a waiver of the right of Cancellation.

## IN ATTIVITÀ - MACHINE COVER ELECTRONIC



### What obligations do I have? What obligations does the company have ?

#### *Art. 1.1 Obligations in the event of Claims*

In the event of a Claim, the Insured or Policyholder shall:

- a) do everything possible to prevent or limit the consequences of the damage and safeguard the remaining assets; the relevant expenses shall be borne by Generali Italia<sup>1</sup>;
- b) notify the agency to which the policy is assigned within 3 days of becoming aware of it<sup>2</sup> ;
- c) within the following 5 days, send a written statement to Generali Italia indicating:
  - the time of the beginning of the Claim;
  - the presumed cause of the Accident and the approximate extent of the damage.

A similar declaration must be made, at the request of Generali Italia within 15 days of the notice, to the local judicial or police authorities;

- d) retain the traces and residues of the Accident until the settlement of the claim, and therefore shall in no case be entitled to any special compensation;
- e) prepare a detailed list of:
  - damage suffered with reference to the quality, quantity and value of the goods destroyed or damaged;
  - on request, a detailed state of the other insured property existing at the time of the Loss or Damage with an indication of its respective value.

For the Theft cover, in addition to the above, the Insured or Policyholder must:

- f) file a report with the local police or judicial authorities and notify the agency to which the policy is assigned within 24 hours of becoming aware of it, circumstantiating the fact and indicating the approximate amount of the damage;
- g) provide evidence, both to the Company and to the Experts, of the quality, quantity and value of the property existing at the time of the Accident and prove the damage and loss resulting therefrom.

Logs, accounts, invoices or any document that may reasonably be requested by Generali Italia or the experts for their investigations and verifications must be available.

Failure to fulfil any of the obligations referred to in (a), (b) or (f) may result in forfeiture of all or part of the right to indemnification<sup>3</sup> .

In the case of "Property not belonging to the Policyholder or in co-ownership", in the event of a claim, it shall be the responsibility of the Policyholder, in agreement with Generali Italia, to take the necessary steps to ascertain and definitively determine the damages. The ascertainment and final determination of the damage shall also be binding for third party owners or co-owners, with the exclusion of any right of appeal by them. However, the compensation liquidated according to the policy may not be paid except to or with the consent of the third party owners or co-owners.

#### **Art. 1.2 Fraudulent exaggeration of damage**

Any right to compensation shall be forfeited by the Policyholder or Insured Person who

- maliciously exaggerates the amount of the damage;
- declares destroyed property that did not exist at the time of the Accident;
- conceals, misappropriates or tamper with rescued goods;
- uses lying or fraudulent means or documents as justification;
- maliciously alters the traces and residues of the Accident or facilitates its progress.

#### **Art. 1.3 Procedure for assessing damage**

The amount of damages is agreed upon:

- a) directly by Generali Italia, or by an expert appointed by Generali Italia, with the Policyholder or a person designated by the Policyholder;
- b) between two experts to be appointed by the parties, one by Generali Italia and one by the Policyholder, by a single deed.

The two experts must appoint a third in the event of disagreement between them or even earlier at the request of one of them. The third expert intervenes only in the event of disagreement and decisions on disputed points are taken by majority vote.

Each expert may be assisted and helped by other persons, who may intervene in the expert's operations, but have no deliberative vote.

If the experts cannot agree on the appointment of the third party, such appointment, even at the request of only one of the parties, shall be made by the president of the court in whose jurisdiction the accident occurred.

Each party bears the costs of its own expert; those of the third expert are shared equally.

#### **Art. 1.4 Mandate of the experts**

Experts must:

- a) investigate the circumstances, nature, cause and manner of the Accident;
- b) Verify the accuracy of the descriptions and declarations resulting from the contractual documents and report whether at the time of the claim there were circumstances that aggravated the risk and that had not been declared; verify whether the Policyholder or Insurant has fulfilled the provisions of Article 1.1 "Obligations in the event of a claim";
- c) verifying the existence, quality and quantity of the insured goods, determining the value they had at the time of the claim according to the valuation criteria stipulated in Article 1.5 "Value of insured goods" below;
- d) estimate and liquidate damages, including salvage costs, according to the valuation criteria.

It is agreed that such operations will be set up and conducted in such a way as not to prejudice, as far as possible, the activity - even if reduced - carried out in the areas not directly affected by the claim.

In the event of a damage assessment procedure carried out pursuant to Art. 1.3 "Damage assessment procedure", subpara. b), the results of the expert's operations must be collated in a report (with detailed estimates attached) which must be drawn up in 2 copies, one for each party.

**The results of the operations referred to in c) and d) are binding on the parties, who waive as of now any right to appeal, except in the case of fraud, mistake, violence or breach of contract; any action or exception regarding the indemnifiability of damages remains possible.**

The joint expert's report is valid even if one expert refuses to sign it; the refusal must be certified by the other experts in the final report.

Experts are dispensed from complying with any legal formalities.

#### **Art. 1.5 Value of property insured**

The value of the insured goods - unharmed, damaged, destroyed or stolen - at the time of the Loss is obtained by estimating the "value as new", conventionally meaning the cost of replacing the insured goods with new goods or goods of equivalent economic performance.

#### **Art. 1.6 Determination of damage**

The determination of damages is carried out according to the following rules:

- For **electronic machines excluding hardware**, the cost of repair with the maximum is taken into account:
  - of their 'value as new' for goods for which no more than four years have elapsed since the date of purchase by the first purchaser as new,

- for other goods, twice their value in the state of use - meaning the "value as new" reduced by a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance - without in any case exceeding the limit of the "value as new";
- for **hardware**, the repair cost is considered with the maximum:
  - of their 'value as new' for goods for which no more than three years have elapsed since the date of purchase by the first purchaser as new,
  - for other goods, twice their value in the state of use - meaning the "value as new" reduced by a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance - without in any case exceeding the limit of the "value as new";

In addition:

- for **Software**, the amount of the loss or damage shall be the necessary and actual expenses incurred, within a period of one year from the Loss or damage, for the duplication or repurchase of the software;
- for **computerised archives**, the amount of the loss shall be the necessary and actual expenses incurred, within a period of one year from the Loss, for the reconstruction of the data.

#### **Art. 1.7 Partial insurance – Proportional Rule**

**If it appears from the estimates made that the value of each lot, evaluated according to the criteria of Art. 1.5, exceeded at the time of the claim the sum insured increased by 10%, Generali Italia shall be liable for the damage relating to this lot in proportion to the ratio between the value insured thus increased and the value at the time of the claim.**

For Claims of a lower amount and up to a maximum of €2,500.00, the provisions of the preceding paragraph shall not apply, and the insurance shall therefore be provided at "absolute first risk". In assessing the claim for the purpose of determining these limits, any Deductibles or Excesses provided for in the contract shall not be taken into account.

For Valuables, Archives and Computer Media, insurance is provided at absolute first risk, i.e. without applying the provisions of Article 1907 of the Civil Code.

#### **Art. 1.8 Payment of compensation**

Having received the necessary documentation, verified the operability of the cover and assessed the damage, Generali Italia shall, within 30 days from the date of the friendly settlement deed or the final report of the appraisal without opposition, and provided that the Insurant, at the request of Generali Italia, has produced the documents proving that there is no fraud on the part of the Policyholder/Insured Party:

- pay compensation; or alternatively
- informs of the reasons why the compensation cannot be paid.

This is without prejudice to any different terms and conditions provided for specific warranties, to which the Policyholder is referred for detailed verification.

Generali Italia will in any case proceed with the payment of any undisputed sums.

#### **Art. 1.9 Waiver of action recourse**

Generali Italia shall waive its right of recourse<sup>4</sup> against the party responsible for the claim, provided that **the Insured Party does not in turn bring the action against the party responsible. The waiver of recourse shall not apply in the case of fraudulent intent.**

#### **Art. 1.10 Recoveries**

**If the stolen goods are recovered in whole or in part, the Insured must notify Generali Italia as soon as he becomes aware of this.**

**Recovered assets shall become the property of Generali Italia if the latter has fully indemnified the damage; if the damage has been partially indemnified, the value of the recovery shall be divided between Generali Italia and the Insurant in the same proportion.** In both cases the Insurant shall have the right to repossess the recovered goods, returning to Generali Italia the compensation received.

#### **Art. 1.11 Maximum limit of compensation**

Under no circumstances may Generali Italia be required to pay a higher amount than that indicated in the Summary Sheet, except as provided for:

- by Article 1914 of the Civil Code
- Article 1.3 "Expenses incurred as a consequence of an indemnifiable accident".

## IN ATTIVITÀ - CYBER RISK COVER

### Foreword

Reply S.p.A. is a company specialising in Consulting, System Integration and Digital Services, dedicated to the conception, design and implementation of solutions based on new communication channels and digital media. Spike Reply, is the Reply Group's division specialising in consulting services and integrated Cyber Security solutions. Spike Reply has defined a comprehensive, integrated and coherent offer to address all aspects of risk associated with the use of an information system. These efforts range from the identification of threats and vulnerabilities to the planning, design and implementation of related technological, legal, organisational, insurance and risk retention countermeasures.

Spike Reply provides security services with in-depth expertise in the most advanced security technologies on the market and selects the most suitable technology for each specific case.

Generali Italia has entered into an agreement with Spike Reply whereby, with the activation of the "Cyber Risk" Guarantee, the Insured Party becomes a member of the Reply Emergency Assistance Service programme, guaranteeing the right to service from the following advantages in the event of a claim

- priority of technical assistance over non-contracted customers;
- execution of survey activities and possible indications for rescue operations;
- technical and economic evaluation of the services to be rendered;
- managing the flow of information with the reference functions of the corporate organisation;
- direct payment (in the form of delegation of payment) of the services, foreseen by the Guarantee underwritten by the Insured, made by Reply directly to Generali Italia.

The Insured Party may choose not to make use of Reply's First Aid Service and therefore contact other specialised companies. In any case, the obligations that arise in the event of a claim and the indemnifiability conditions foreseen by the CYBER RISK COVER remain valid.



**What obligations do I have? What obligations does the company have ?**

### Art. 1.1 Reporting of Claims

The claim must be reported in one of the following ways:

- for the Corporate Information System Damage Cover and for the Cyber Event Liability Cover:
  1. **TELEPHONE REPORTING** at the toll-free number **800 052 538** active from 9 a.m. to 6 p.m. on working days, in which an operator will collect the report of what happened, communicate the information and/or documents required to activate the guarantee, provide all the information relative to the methods of handling the claim, and issue an identification number for the file;
  2. **WRITTEN NOTICE:** The notice, containing the information and/or a copy of the documents required for the activation of the guarantee, must be sent by e-mail to: [cyber.sinistri@generali.com](mailto:cyber.sinistri@generali.com).
- for the Cyber Event Legal Protection Guarantee by one of the following means:
  1. **TELEPHONE REPORTING** at the toll-free number **800.475.633** (operating from Monday to Friday each week from 8 a.m. to 6 p.m.), in which an operator will collect the report of what happened, communicate the information and/or documents necessary to activate the guarantee, provide all the information relative to the methods of handling the claim, and issue an identification number for the file;
  2. **WRITTEN NOTICE:** The notice, containing the information and/or a copy of the documents required for the activation of the guarantee, must be sent by e-mail to: [sinistri@das.it](mailto:sinistri@das.it).

The Insurant must notify Generali Italia, exclusively in the manner indicated above, of the occurrence of the claim within 24 hours of becoming aware of it.

### DAMAGE TO THE COMPANY'S COMPUTER SYSTEM

### Art. 1.2 Pronto Intervento Programme REPLY

In the event of a Cyber Event, the Insured party has the right to access the REPLY Emergency Service, i.e. immediate technical assistance by Reply S.p.A. (Spike Reply), a company specialised in restoring the availability of the Information System, without prejudice to what is established by the following art. 1.3 "Obligations in the event of a claim".

This Emergency Assistance Programme is operative for the following services, under the conditions all set out in

policy:

- Network Restoration Costs
- Costs Reconstitution Archives
- Survey Costs - Incident Response

For the Notification Costs - "Breach of privacy" service, the programme is limited to preparatory activities for the fulfilment of obligations directly by the Insured.

The cost of the intervention shall be borne by Generali Italia in accordance with the provisions of Article 1914 of the Civil Code (Obligation to rescue) in the event of a claim eligible for compensation under the terms of the Policy; in any case, the Insurant may agree any further interventions directly with SPIKE REPLY.

Liability for interventions carried out and/or recommended by SPIKE REPLY remains the sole responsibility of SPIKE REPLY.

#### Are there any coverage limits?

**In the event of activation of the services rendered by SPIKE REPLY, the Excess and Compensation limits indicated in the Summary Sheet under the heading "With Pronto Intervento Reply network" shall be applied.**

**If these services are not activated, the Excess and Compensation limits stated in the same Summary Sheet under the heading "Without Contracted Network" shall apply.**

**In any event, the Reply Pronto Intervento Service shall not operate if the Insured is subject to bankruptcy or insolvency proceedings and, in any case, may be terminated by Generali Italia at any time with 60 days' notice.**

#### How to activate the service in the event of an emergency claim

- Report the occurrence of the event to Generali Italia, in accordance with the procedures set forth in Article 1.3 below "Obligations in the event of a claim" (via toll-free number 800 052 538 or by sending an email to the dedicated address [cyber.sinistri@generali.com](mailto:cyber.sinistri@generali.com), manned from 9 a.m. to 6 p.m. on working days), providing your name, insurance policy number and telephone number, and stating that you wish to make use of the Reply Emergency Assistance Service.
- In the event of a claim, a Reply technical manager will provide prompt telephone support, also with possible intervention at the Insured Party's premises, during which time and manner of intervention will be agreed upon, in order to allow the rapid restart of activities.

#### Transparency Service - Service Information

- Any action taken by Reply that does not relate to services in connection with claims indemnifiable under the policy shall be the subject of a technical-economic proposal and the stipulation of a specific contract. Technical and economic proposals are scrupulously drawn up with the utmost transparency;
- The costs for interventions foreseen in Reply's single proposals shall be borne by the Insured and, if related to services that are indemnifiable according to the policy, subject to confirmation of the policy's operability, may be reimbursed to Reply directly by Generali Italia through a payment proxy specifically undersigned by the Insured;
- Reply operates with care and diligence in compliance with professional standards of intervention techniques on third party information systems. Reply's intervention procedures comply with ISO 9001 and ISO 27001 standards, and are always guided by international 'best practices' in the field of IT security;
- Reply will operate in full compliance with the operating conditions foreseen in the technical and economic evaluation of the intervention. Reply shall not be liable for changes in operating conditions due to force majeure or for reasons beyond its control or will.

#### What does it mean that in the event of a Claim there is a 25% Excess with a minimum of EUR 50.00?

In the event of a claim, an overdraft may be applied, i.e. a percentage value calculated on the amount of the liquidated sum that remains the responsibility of the Insured Party and that is therefore not recognised in the indemnified amount. The amount thus calculated shall then be compared with the minimum, which shall prevail if the calculated amount is lower. **Example:**

Limit of compensation per claim indicated in the Summary Sheet for Hardware Damage €5,000.00.

Damage to insured property to the value of Euro 1,000.00.

The indemnifiable damage value is equal to euro 1,000.00 as the compensation limit indicated in the Summary Sheet has not been exceeded. Said value is reduced by euro 250.00 (25% of euro 1,000.00), thus guaranteeing compensation of euro 750.00. This is because the value is higher than the minimum of euro 50.00.

If the damage to the insured property had been of the value of EUR 110.00, the minimum of EUR 50.00 would have been deducted (thus compensating EUR 60.00) as the amount of the percentage overdraft would have been lower, i.e. EUR 27.50.



### **Art. 1.3 Obligations in the event of Claims**

Without prejudice to Article 9 "Communications between the Parties" of the Modulo Generale, the Insured or Policyholder shall:

- a) if it was possible to identify a person criminally responsible for the Cyber Event, report him/her to the competent authorities;
- b) retain the traces and residues of the Accident, relating to the damage to the Hardware, until settlement of the claim without being entitled to any compensation;
- c) provide the documentation of the elaborative processes carried out that the IT System has traced, aimed at demonstrating the succession of events that caused the Claim and that identify and prove the mechanism and modalities of the Cyber Event;
- d) do everything possible to avoid or diminish the damage; the related expenses shall be borne by Generali Italia in accordance with the law<sup>4</sup> ;
- e) promptly notify Generali Italia of any document duly served on him through a bailiff.

The breach of any of these obligations may result in the total or partial loss of the right to indemnification<sup>5</sup> .

### **Art. 1.4 Fraudulent Exaggeration of Damage**

Any right to compensation shall be forfeited by the Policyholder or Insured Person who

- maliciously exaggerates the amount of the damage
- declares destroyed things that did not exist at the time of the Accident
- conceals, misappropriates or tamper with saved things
- uses lying or fraudulent means or documents as justification
- maliciously alters the traces and residues of the Accident or facilitates its progress.

### **Art. 1.5 Procedure for assessing damage**

The amount of damages is agreed upon:

- a) directly by Generali Italia, or by an expert appointed by Generali Italia, with the Policyholder or person designated by the Policyholder;
- b) between two appraisers whom the Parties may appoint, one for Generali Italia and one for the Policyholder, by a single deed.

The two experts must appoint a third when there is disagreement between them and also earlier at the request of one of them. The third expert intervenes only in the event of disagreement and decisions on disputed points are taken by majority vote (Collegial Expertise).

Each expert may be assisted and helped by other persons, who may intervene in the expert's operations, but without having any deliberative vote.

If the Experts do not agree on the appointment of the third party, such appointment, even at the request of only one of the Parties, shall be made by the President of the Court in whose jurisdiction the Injury occurred. Each party shall bear the expenses of its own appraiser; those of the third appraiser shall be shared equally. In the case of property not belonging to the Policyholder or in co-ownership, in the event of a claim, the Policyholder shall be exclusively responsible for carrying out the actions necessary for the assessment and final determination of the damage. The assessment and final determination of damages shall also be binding for third party owners or co-owners, with the exclusion of any right of appeal by them.

### **Art. 1.6 Mandate of Experts**

Experts must:

- a) investigate the circumstances, nature, cause and manner of the Accident;
- b) Verify the accuracy of the descriptions and declarations in the contractual documents and report whether at the time of the claim, there were circumstances that aggravated the risk and that had not been communicated in the form foreseen in art. 9 "Communications between the Parties" of the Modulo Generale, as well as verify whether the Insurant or Policyholder has fulfilled the provisions of art. 1.1 "Obligations in the event of a claim";
- c) verifying the existence, quality and quantity of the insured items, determining their value at the time of the Insured Event according to the valuation criteria stipulated in Art. 1.7 "Determination of loss or damage";
- d) estimate and liquidate the damage, including salvage costs, according to the valuation criteria.

In the event of a damage assessment procedure carried out pursuant to Art. 1.5 "Damage assessment procedure" lit. b), the results of the expert's operations must be collected in a special report (with detailed estimates attached), which must be drawn up in 2 copies, one for each Party.

The results of the operations referred to in sub-paragraphs c) and d) are binding on the Parties, who hereby waive any right to challenge them, except in the case of fraud, error, violence or breach of contract; it remains

**However, any action or exception regarding the indemnifiability of damages is possible.**

The joint expert's report is valid even if one expert refuses to sign it; the refusal must be certified by the other experts in the final report.

Experts are dispensed from complying with any legal formalities.

#### **Art. 1.7 Determination of damage**

The determination of damages is carried out separately for Hardware and for each cost according to the following rules:

- **Material and direct damage to hardware**

The repair cost with the maximum is considered:

- the 'value as new' for goods for which no more than three years have elapsed since the date of purchase by the first purchaser as new;
- **for other goods, twice their value in the state of use - meaning the "value as new" reduced by a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstance - without in any case exceeding the limit of the "value as new".**

The Cover is provided at "Absolute First Loss", thus without applying the proportional rule pursuant to Article 1907 of the Civil Code.

- **Network Restoration Costs**

Invoices made out in the name of the Insurant for indemnifiable costs (indicated in Article 1.1 Network Restoration Costs) of the "Damage to the Company's Computer System" cover) in which **the date of the work carried out is compulsorily indicated shall be** considered.

- **Costs for Reconstituting Computer Archives**

Invoices in the name of the Insurant relating to the indemnifiable costs (indicated in Article 1.1 Costs for Reconstituting Computer Files) of the "Damage to the Company's Computer System" cover shall be considered.

We estimate the necessary and documented costs incurred by the Insured Person in searching for, recovering and reinstating the lost Data and restoring the lost Software up to the last stage of its modification.

- **Notification Costs - Breach of Privacy**

Invoices in the Insured's name relating to the indemnifiable costs (indicated in Article 1.1 Notification Costs - "Breach of Privacy") of the "Damage to the Company's Information System" Policy shall be considered.

- **Investigation costs - Incident response**

Invoices in the Insured's name relating to indemnifiable costs (indicated in Article 1.1 Investigation Costs - "Incident Response") of the "Damage to the Company's Information System" Policy), **in which the date of the intervention or hire is compulsorily indicated, shall be** considered.

#### **Art. 1.8 Payment of the compensation**

Upon receipt of the necessary documentation, verification of the validity of the cover and assessment of the damage, Generali Italia shall, within 30 days from the date of the friendly settlement deed or the final report of the appraisal without opposition, and provided that the Insurant, at the request of Generali Italia, has produced the documents proving that there is no fraud on the part of the Policyholder/Insured Party:

- pays the Compensation;
- states the reasons why the Compensation cannot be paid.

Generali Italia will in any case proceed with the payment of any undisputed sums.

**With regard to property that does not belong to the Policyholder or is jointly owned, the compensation paid under the Policy may not, however, be paid except to or with the consent of the third party owners or joint owners.**

#### **Art. 1.9 Maximum Limit of the compensation**

Under no circumstances may Generali Italia be required to pay an amount greater than the sum insured indicated in the Summary Sheet, with the exception of the provisions of Article 1914 of the Italian Civil Code.

### **CYBER EVENTI LIABILITY**

#### **Art. 1.10 Management of the claim and legal expenses**

Generali Italia shall assume, for as long as it has an interest, the management of disputes both out-of-court and in court, both civil and criminal, on behalf of the Insurant, appointing, where necessary, lawyers and experts and availing itself of all the rights and actions pertaining to the Insurant.



Generali Italia shall pay the expenses sustained to defend the action brought against the Insurant, within the limit of an amount equal to a quarter of the maximum sum per claim relative to the covers in question, and in any case, in the case of multiple claims, not exceeding an amount equal to a quarter of the annual maximum sum indicated in the Policy. If the sum due to the injured party exceeds the said limits, the expenses shall be divided between Generali Italia and the Insurant in proportion to their respective interests.

**Generali Italia does not recognise, however, expenses incurred by the Insurant for lawyers or technicians who are not appointed by the Insurant and is not liable for fines or penalties nor for Criminal Justice Expenses.**

**The Insurant must also promptly notify Generali Italia of any act that is duly served on him through a judicial officer, and in the event of default, Article 1915 of the Civil Code shall apply.**

#### **Art. 1.11 Limits of compensation - Multiple Insured**

The Cover is valid up to the Maximum sums indicated in the Summary Sheet in relation to each case of damage (in addition to legal assistance expenses, within the limits set out in Article 1.10 "Management of the claim and legal expenses", with the understanding that under no circumstances shall Generali Italia be obliged to pay a sum greater than the annual maximum indicated in the Summary Sheet for one or more Claims occurring in the course of an insurance annum (or shorter contractual period).

This is subject to different limits of compensation provided for in specific contractual provisions.

These Maximum Limits shall remain, for all purposes, single, even in the case of co-responsibility of several Insured Persons among themselves.

If the cover provides for the application of an Excess or Deductible, the relevant amounts shall be deducted from the amount of the claim, subject to the agreed limit of compensation.

### **LEGAL PROTECTION FROM CYBER EVENT**

#### **Art. 1.12 Procedure for the management of the claim**

**Prior to any legal action, if any, under the Guarantee, the handling of the case is reserved exclusively to DAS, in accordance with the following provisions:**

- a) having received the report of the claim, DAS shall make every possible attempt to settle the controversy in an amicable manner, directly or with the aid of professionals identified by DAS (in accordance with article 164 paragraph 2 letter a) of the Private Insurance Code - Legislative Decree 209/05). **For this purpose, the Insured Party must issue, where requested by DAS, a specific power of attorney for the management of the dispute;**
- b) for the resolution of the dispute, DAS will consider using or adhering to amicable dispute resolution procedures, such as civil mediation, assisted negotiation, joint conciliation;
- c) the Insured Party may choose a lawyer of its choice at this stage if a situation of conflict of interest with DAS arises. DAS will authorise any legal action:
  - a) always, when it is necessary to defend the Insured in criminal or administrative proceedings;
  - b) **if the amicable settlement is unsuccessful and/or the claims of the Insured Person have a chance of success, in other cases. The Insured Person shall communicate to DAS the information and arguments on which to base the action or resistance in court in order to enable DAS to assess the chances of success.**

For the judicial phase, DAS transmits the file to the appointed lawyer in accordance with the following provisions:

- a) the Insured Person may indicate to DAS a lawyer of his choice;
- b) **if the Insured Person does not provide such an indication, DAS may identify the lawyer directly;**
- c) **the Insured Person must in all cases duly mandate the appointed lawyer, providing him/her with all the information and documentation necessary to enable the best protection of his/her interests.**
- d) if, during the course of the same level of judgement, the Insured decides to revoke the professional assignment given to a lawyer and to instruct a new lawyer, **DAS shall not reimburse the expenses of the new lawyer in respect of activities already carried out by the first lawyer.** This provision does not apply in the event the lawyer withdraws the assignment.

#### **Art. 1.13 Obligations of the Insured**

In order to be entitled to services under the Cover, the **Insured must comply with the following provisions:**

- a) **must report the claim promptly and in any event within the time allowed for its defence;**
- b) **must promptly update DAS on any circumstances relevant to the provision of services;**
- c) **before instructing a lawyer or expert witness, it must notify DAS and have obtained confirmation to proceed;**
- d) **before signing an economic agreement or a cost estimate of the appointed lawyer or expert, it must obtain confirmation to proceed from DAS.**

e) may not agree with the counterparty, without the prior authorisation of DAS, any settlement or agreement to settle the dispute that provides for DAS to bear expenses in addition to the fees of the Insured's lawyer. If the Insured Party proceeds without authorisation, DAS will guarantee the reimbursement of the charges borne by the Insured Party only after verification of a real urgency in concluding the transaction and if it is convenient.

All documentation must be regularised at the Insured Person's expense, if required by current stamp and registration tax regulations.

In order to be able to validly avail of the services envisaged by the Cover, the Insured Party must promptly provide DAS with a copy of any additional deed or document received subsequent to the notification of the claim and any useful information for the management of his/her case.

#### **Art. 1.14 Terms of payment**

DAS shall pay the beneficiary the costs covered, within the Limits of compensation, within 30 days since the settlement of the amount due.

#### **Art. 1.15 Exemption from liability**

Generali Italia and DAS are not responsible for the work of lawyers and experts.

Generali Italia and DAS are not responsible for any delays in the provision of services that are caused by the lack of suitable documentation supporting the Insured Person's claims.

#### **Art. 1.16 Arbitration due to conflict of interest or disagreement on the claim management**

In the event of a conflict of interest or disagreement between the Insured Party and DAS on the administration of services, either the Insured Party or DAS may request that the matter be referred to an arbitrator appointed by mutual agreement by the Parties or, in the absence of agreement, by the President of the competent Court in accordance with the Italian Civil Code.

The Insured and DAS each contribute half of the arbitration costs, unless the Parties agree otherwise.

The arbitrator decides according to equity. If the decision of the arbitrator is unfavourable to the Insured Person, he may still proceed for his own account and risk. If, as a result of its action, the Insurant obtains a result that is more favourable than that previously envisaged or acquired by DAS, either in fact or in law, the Insurant may request from DAS the reimbursement of the expenses incurred and not reimbursed by the other party, within the Compensation Limits envisaged by the Cover.

If the Insured intends to take legal action as an alternative, the civil action may be preceded by an attempt at mediation as provided for by Legislative Decree No. 28 of 4 March 2010.

#### **Art. 1.17 Recovery of sums**

All sums liquidated or in any case recovered for capital and interest shall be the exclusive responsibility of the Insurant, while **DAS shall be entitled to any sums liquidated in favour of the Insurant judicially or extra-judicially for expenses, fees and commissions up to the amount of the Compensation paid.**

#### **Art. 1.18 Limits of compensation**

The "Maximum per Loss" indicated in the Summary Sheet represents the maximum limit of Compensation for each Cyber Event.

The "Maximum per Insurance Year" indicated in the Summary Sheet represents the maximum limit of Compensation for several Cyber Events occurring in the same insurance year.

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<sup>1</sup> Art. 1914 of the Civil Code.

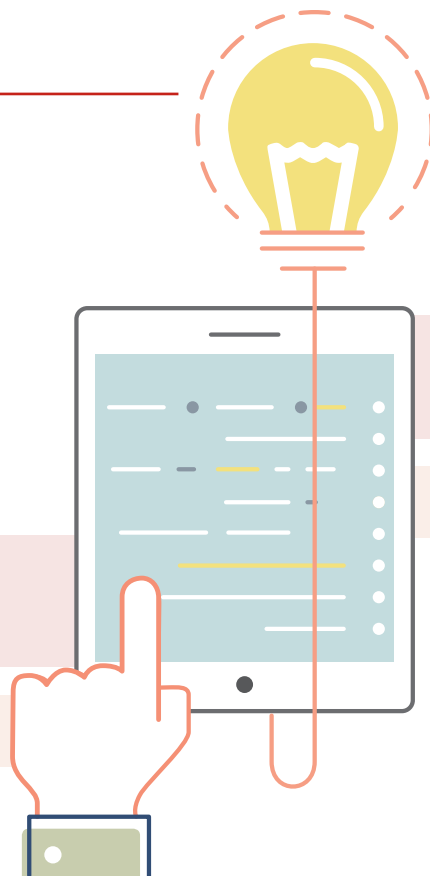
<sup>2</sup> Art. 1913 of the Civil Code.

<sup>3</sup> Art. 1915 of the Civil Code.

<sup>4</sup> Pursuant to Article 1914 of the Civil Code.

<sup>5</sup> Pursuant to Article 1915 of the Civil Code.

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This translation of the Information Pack from Italian into English is a courtesy translation, it has been prepared for information purposes only and has no contractual validity. In the event of any discrepancies or omissions in the English/German translations, the contractual documents in the Italian language – subject to the regulations in force on the Italian territory – shall prevail.



## ATTIVA CREA DISTRIBUISCI!

This Information pack for Modulo Protezione della Continuità - Edition 15.05.2021 consists of:

- The policy information document (DIP) for Modulo Protezione della Continuità
- The Additional information document for Modulo Protezione della Continuità
- Terms of Insurance for Modulo Protezione della Continuità

**Protect the continuity of your business with...**

**Several formulas** to choose from so that you can immediately have **solutions at your disposal for promptly resuming your activity after an injury** that has brought it to a standstill: a **daily allowance for the days of interruption** or the **higher costs you incurred to reopen your business** or **additional compensation** to deal with the consequences of the injury itself. Choose to continue despite everything, according to your needs



Discover Protezione della continuità of ATTIVA Commercio in the insurance formula you have chosen!



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Full pre-contractual and contractual information about this insurance is provided in other documents.

### **What kind of insurance is it?**

The Module is intended for the insurance of consequential damage and additional expenses resulting from damage due to fire, theft and other events for companies in the trade sector. It is only offered in combination with other modules of Attiva Commercio.



### **What is insured?**

#### **BUSINESS INTERRUPTION ALLOWANCE**

In the event of a claim eligible for Compensation under the Fire and other events, Electronic machines, Cyber risk - Damage to the computer system (if active) that causes the interruption of the Insured's sales activity, Generali Italia shall pay out:

- ✓ the agreed ALLOWANCE for days of total inactivity.

The activation of the Cover requires the necessary and simultaneous activation of the Modulo Protezione dell'Attività and/or the Modulo Protezione Digitale for the Covers referred to.

#### **INDIRECT DAMAGES**

In the event of a claim eligible for Compensation under the Fire and other events, Electronic machines (if active) cover, Generali Italia pays:

- ✓ an additional 20% compensation for indirect damages.

The activation of the Cover requires the necessary and simultaneous activation of the Modulo Protezione dell'Attività and/or the Modulo Protezione Digitale for the Covers referred to.

#### **GREATER EXPENSES**

In the event of a claim eligible for Compensation under the Fire and other events, Electronic machines (if active) cover, which causes the partial or total interruption of the insured activity, Generali Italia shall indemnify



### **What is not insured?**

#### **BUSINESS INTERRUPTION ALLOWANCE**

This cover does not apply to damage that, for each of the Fire and other events, Electronic machines, Cyber risk - Damage to the computer system covers, are indicated in the exclusions set out in the insurance conditions relating to the specific cover and are marked in bold type.

In particular, this Guarantee does not apply in relation to the Earthquake, Flood and Flooding, Flooding and Water Bombs Guarantees.

Furthermore, the guarantee does not apply in the case of pandemic or epidemic diseases.

Please refer to the DIPs of the Modulo Protezione dell'Attività and the Modulo Protezione Digitale for detailed information on the exclusions related to the above-mentioned Guarantees.

#### **INDIRECT DAMAGES**

This Cover does not apply to losses that, for each of the Fire and Other Events, Electronic Machines covers, are indicated in the exclusions provided in the insurance conditions relating to the specific cover and are marked in bold type.

In particular, this Guarantee does not apply in relation to the Earthquake, Flood and Flooding, Flooding and Water Bombs Guarantees.

Please refer to the DIPs of the Modulo Protezione dell'Attività and the Modulo Protezione Digitale for detailed information on the exclusions related to the above-mentioned Guarantees.

#### **GREATER EXPENSES**

This Cover does not apply to losses that, for each of the Fire and Other Events, Electronic Machines covers, are indicated in the exclusions provided in the insurance conditions relating to the specific cover and are marked in bold type.

- ✓ documented extraordinary expenses necessarily incurred for the continuation of the activity.

The activation of the Cover requires the necessary and simultaneous activation of the Modulo Protezione dell'Attività and/or the Modulo Protezione Digitale for the Covers referred to.

#### **GREATER EXPENSES FROM THEFT**

In the event of a claim eligible for compensation under Theft Cover (if active) that causes the partial or total interruption of the insured activity, Generali Italia shall pay

- ✓ documented extraordinary expenses for the continuation of the activity.

Activation of the Cover requires the necessary and simultaneous activation of the Modulo Protezione dell'Attività for the Covers referred to.

In particular, this cover does not apply in relation to the Earthquake, Flood and Flooding, Flooding and Water Bombs Guarantees.

Furthermore, the guarantee does not apply in the case of pandemic or epidemic diseases.

Please refer to the DIPs of the Modulo Protezione dell'Attività and the Modulo Protezione Digitale for detailed information on the exclusions related to the above-mentioned Guarantees.

#### **GREATER EXPENSES FROM THEFT**

This Cover does not apply to losses that, for Theft Cover, are indicated in the exclusions set out in the insurance conditions relating to the specific cover and are marked in bold.

Furthermore, the guarantee does not apply in the case of pandemic or epidemic diseases.

Please refer to the DIP of the Modulo Protezione dell'Attività for detailed information on the exclusions relating to the above-mentioned Cover.



#### **Are there any coverage limits?**

In general, the contract provides for insured sums, limits, overdrafts, deductibles, which are summarised in a specific policy document attached to the Conditions of Insurance, the Summary Sheet.

#### **BUSINESS INTERRUPTION ALLOWANCE**

Payment of the compensation shall be made after deduction of the amount of the daily allowance relating to the first three days of inactivity, including that of the claim.

Compensation is paid for a maximum total interruption of 90 days.

#### **INDIRECT DAMAGES**

Generali Italia shall not pay an amount greater than the sum insured even if the amount of compensation for material and direct damage increased by the aforementioned 20% exceeds this sum.

#### **GREATER EXPENSES**

The compensation is limited to the higher expenses incurred in the 90 days following the date on which the claim occurred.

#### **GREATER EXPENSES FROM THEFT**

The compensation is limited to the additional expenses incurred in the 90 days following the date on which the claim occurred, up to a maximum of 10% of the compensation payable under Theft Cover.

The limitations of cover are contained in the conditions of insurance and are marked in bold type.



### **Where does the cover apply?**

All Covers operate for the locations indicated in the policy, located in Italy, the Republic of San Marino and the Vatican City.



### **What obligations do I have?**

Information on obligations in the event of a claim is contained in the DIPs of the Modulo Protezione dell'Attività and the Modulo Protezione Digitale for the specific relevant covers, to which reference should be made.



### **When and how do I pay?**

Information on the payment of the premium is contained in the DIP of the Modulo Generale of the Attiva Commercio product to which reference should be made.



### **When does the coverage start and end?**

The Covers shall take effect at midnight on the day indicated in the policy if the premium or the first premium instalment has been paid; otherwise they shall take effect at midnight on the day of payment. If the Policyholder fails to pay the subsequent premiums or premium instalments, the Covers shall remain suspended from midnight on the thirtieth day after the due date and shall take effect again at midnight on the day of payment.

In general, the warranties are for one or more years. In the absence of cancellation on expiry, the Covers are extended for one year and so on. If multi-year cover has been taken out in return for a premium reduction, one or more Covers may only be cancelled after at least five years or the shorter contract term has elapsed.

Information on the duration of the specific Covers is contained in the DIPs of the Modulo Protezione dell'Attività and the Modulo Protezione Digitale.



### **How can I cancel my policy?**

At the end of each year of the duration of the cover, or at the end of the five-year period or the shorter period of the duration of the cover if a cover with a multi-year duration has been taken out against a reduction in the premium, the Policyholder may cancel one or more covers by sending, at least 30 days before the expiry date, a written notice (also by Certified Email) to the Agency to which the Policy is assigned or to the registered office of Generali Italia.

# Indirect Damage and Major Expenses Insurance

Additional pre-contractual information document for non-life insurance products  
(Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: ATTIVA Commercio - Modulo Protezione della Continuità

Edition: 15.05.2021



**This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.**

**The Policyholder must read the Terms of Insurance before signing the policy.**

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchesa, 14 - 31021 Mogliano Veneto (Treviso) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com).  
Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).

Solvency Capital Requirement: € 8,217,950,961.75

Minimum Capital Requirement: € 3,180,739,318.67

Eligible Own Funds: € 17,610,296,018.45

Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016 ).

The policy is governed by Italian law.

The Modulo Protezione della Continuità is divided into four Guarantees:

- Business Interruption Allowance
- Indirect damage
- Greater Expenses
- Greater Expenses from Theft

whose activation requires the necessary and simultaneous activation of the Guarantees contained in the Protezione dell'Attività and/or Modulo Protezione Digitale.



## What is insured?

### BUSINESS INTERRUPTION ALLOWANCE

No additional information other than that provided in the DIP Non-Life document.

#### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction

#### MAIN OPTIONS WITH PREMIUM INCREASE

There are no options with increased premium

### INDIRECT DAMAGES

No additional information other than that provided in the DIP Non-Life document.

#### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction

#### MAIN OPTIONS WITH PREMIUM INCREASE

There are no options with increased premium
---

## GREATER EXPENSES

No additional information other than that provided in the DIP Non-Life document.
--

### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction
---

### MAIN OPTIONS WITH PREMIUM INCREASE

There are no options with increased premium
---

## GREATER EXPENSES FROM THEFT

No additional information other than that provided in the DIP Non-Life document.
--

### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction
---

### MAIN OPTIONS WITH PREMIUM INCREASE

There are no options with increased premium
---



## What is NOT insured?

## BUSINESS INTERRUPTION ALLOWANCE

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
-----------------------	--

## INDIRECT DAMAGES

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## GREATER EXPENSES

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
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## GREATER EXPENSES FROM THEFT

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document.
-----------------------	--



## Are there any coverage limits?

The coverage limits are also detailed, service by service, in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

## BUSINESS INTERRUPTION ALLOWANCE

No additional information other than that provided in the DIP Non-Life document.
--

## INDIRECT DAMAGES

No additional information other than that provided in the DIP Non-Life document.
--

## GREATER EXPENSES

No additional information other than that provided in the DIP Non-Life document.

## GREATER EXPENSES FROM THEFT

No additional information other than that provided in the DIP Non-Life document.



### What obligations do I have? What obligations does the Insurer have?

<b>What to do in the event of a claim ?</b>	<u>Reporting the claim</u> : The provisions <u>set out</u> in the pre-contractual information documents of the Modulo Protezione dell'Attività and/or the Modulo Protezione Digitale apply for the guarantees to which reference is made.
	<u>Direct/network assistance</u> : Not foreseen
	<u>Management by other companies</u> : Not foreseen
	<u>Time-barring</u> : The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>False declarations or withholding of information</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Obligations of the Insurer</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



### When and how do I pay?

<b>Premium</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Refund</b>	If the contract has been placed entirely by means of distance communication techniques, in the event that the Policyholder exercises the right of Cancellation, Generali Italia shall reimburse the premium paid, net of taxes, within 30 days of receipt of the notice of Cancellation.



### When does the coverage start and end?

<b>Duration</b>	In addition to what is indicated in the Non-Life DIP, Generali Italia may withdraw per claim within 60 days from the Payment of the compensation or from the refusal of payment thereof.
<b>Suspension</b>	It is not possible to suspend covers during a policy.



### How can I cancel the policy?

<b>Cooling-off period</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information beyond that provided in the DIP Non-Life.



### Who is this policy designed for?

Attiva Commercio - Modulo Protezione della Continuità is aimed at public establishments and companies in the commerce sector, both retail and wholesale, that need to protect their business in the event of suspension of activity due to material and direct damage to the assets of the company itself or of supplier companies. Certain craft activities, such as hairdressing and tailoring, are assimilated to commercial activities.



### What costs do I have to bear?

Brokers, for the sale of this insurance, receive on average 20.20% of the taxable premium paid by the policyholder by way of commission-type remuneration.

## HOW CAN I SUBMIT COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>To IVASS</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



<b>BEFORE TAKING LEGAL ACTION, alternative dispute resolution systems can be used. These include</b>	
<b>Mediation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Assisted Negotiation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Other Alternative Dispute Resolution Systems</b>	In the event of disputes relating to the determination and estimation of damages within the scope of the Fire and other events, Theft Warranties of the Modulo Protezione dell'Attività or the Electronic Machine Warranties, Cyber Risk - Damage to the computer system of the MODULO PROTEZIONE DIGITALE, the provisions set forth in the pre-contractual information documents of the respective Modules shall apply.

**NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA ONCE YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.**

**PLEASE NOTE: FOR THIS CONTRACT, THE COMPANY HAS A PRIVATE INTERNET AREA FOR THE POLICYHOLDER (so-called HOME INSURANCE), SO AFTER SUBSCRIPTION YOU CAN CONSULT THIS AREA AND USE IT TO MANAGE THE MEDESIMAL CONTRACT TELEMATICALLY.**

## THE STRUCTURE OF THE POLICY

The Continuity Protection Form is an integral part of the Active Commerce Insurance contract and contains the Special Conditions of the following activated Guarantees:

- In Continuità - Business Interruption Allowance
- In Continuità - Indirect damage
- In Continuità - Higher expenses
- Ongoing - Greater Expenses From Theft
- In Continuità - Additional allowances for forced inactivity
- In Continuità - Additional allowances for Operation within shopping centre

**The activation of the Guarantees listed above requires the necessary and simultaneous activation of the Guarantees contained in the Modulo Protezione dell'Attività and/or Modulo Protezione Digitale to which they refer and to which they are specifically linked.**

The Special Conditions consist of:

- the Definitions;
- the Rules specific to the added individual Forms of cover, which contain the specific discipline of those Forms of cover;
- the Common Rules, which contain the discipline common to all added Forms of cover;
- the Rules operating in the event of a claim.

## SPECIAL CONDITIONS

### DEFINITIONS

Generali Italia and the Policyholder shall assign the following terms the following meanings:

<b>Turnover</b>	Revenues from sales and services if the Insured is required to prepare financial statements pursuant to Art. 2423 et seq. of the Italian Civil Code, otherwise the turnover (net of VAT) determined in accordance with tax regulations.
<b>Pandemic or epidemic disease</b>	Any disease, illness, infection, condition or disorder caused, in whole or in part, by any direct or indirect contact with, or exposure to, pathogens of any nature whatsoever (such as, indicatively and not exhaustively, viruses, bacteria or parasites), regardless of the method of transmission, contact or exposure which have been recognised by the international or national health authorities as spreading at pandemic level, or even more limitedly at local epidemic level, but which, in the latter case, due to their seriousness have entailed the adoption by the competent authorities of specific provisions or measures, not exclusively related to the individual insured event, aimed at preventing the spread and/or containing the contagion.
<b>Revenues from sales and services</b>	The amount related to item A1) of the profit and loss account drawn up pursuant to Article 2425 of the Civil Code.

In addition, the other definitions used in this Module are the same as those used in the Modulo Protezione dell'Attività and/or Modulo Protezione Digitale to which reference is made.

## IN CONTINUITÀ - BUSINESS INTERRUPTION COVER



### What is insured? Basic cover

#### Art. 1.1 Insured risks

##### **Business interruption allowance**

In the event of a claim eligible for Compensation under the following activated warranties:

- Modulo Protezione dell'Attività:
  - Fire and Other Events
  - Extraordinary events
  - Installations
- Modulo Protezione Digitale:
  - Electronic Machines
  - Cyber Risk - Damage to the Information System

which causes the total interruption of the Insurant's sales activities, Generali Italia shall pay the Insurant, for each insured location subject to total closure, the amount of allowance indicated in the Summary Sheet for the actual days of total inactivity.

The allowance shall also be paid if the events covered by the above-mentioned warranties result in damage to buildings and neighbouring movable property that prevents or hinders access to the premises of the insured business.

##### **Interruption of operation by intoxication and disease**

In the case of shops and establishments where foodstuffs or beverages are sold or administered (bars, restaurants, trattorias, groceries in general, etc.), the daily allowance is also paid following a specific measure taken by the Authority (also taken for verification purposes only), which results in the closure of the insured establishment as a consequence of

- intoxication or poisoning of persons by food or drink (including that caused by polluted water);
- contagious or infectious diseases of the employees, without prejudice to the exclusion in the event of a pandemic or epidemic disease referred to in the section "What is not insured" below.

##### **Increase in the amount of compensation for Christmas holidays**

It is agreed that the allowance amount indicated in the Summary Sheet is increased by 15% for the period from midnight on Nov 30 to midnight on Jan 10.

##### **Costs for restarting the business**

If the forced and total interruption of the sales activity is prolonged for more than 15 days, Generali Italia shall pay the additional expenses necessary to facilitate the restart of the activity, according to the following terms and conditions:

- a) if it is necessary to communicate the transfer to a new address or to promote the reopening of the business (including advertising carried out through the press and/or local radio broadcasting, as well as advertising carried out through posters or leaflets), the advertising and promotion costs necessary to facilitate the reopening of the business are reimbursed.

##### **There are coverage limits**

**This cover is limited to a maximum of € 2,500.00 per claim;**

- b) if the intervention of personnel is necessary to restart the business (e.g. rearrange shop windows, replenish shelves, reorganise the composition of the warehouse, etc.), Generali Italia pays the costs incurred for workers on an agency basis.

##### **There are coverage limits**

**This cover is limited to a maximum of EUR 2,500.00 per claim.**

In determining the compensation due, the proportional rule does not apply<sup>1</sup>.

##### **What is not insured**

**The provision of any insurance service, cover or any service, in connection with loss, damage directly or indirectly caused by, arising out of or in connection with any pandemic or epidemic disease is excluded.**

**It is also specifically agreed that:**

- Damage and losses that may result from acts and measures to prevent contagion from any pandemic or epidemic disease ordered by the competent authorities, including in connection with the closure and restriction of operations or for decontamination and disinfection purposes, are excluded;
- the presence, threat or suspicion of the presence of a pandemic or epidemic disease cannot in any event constitute a loss or damage eligible for Compensation under the policy.

Also excluded are damages resulting from prolongation and extension of inactivity caused by:

- strikes, lockouts, measures imposed by the authorities;
- difficulties in reconstructing or restoring or replacing destroyed or damaged property due to external causes such as legal regulations, natural disasters, strikes preventing or slowing down the supply of materials, states of war.

#### There are coverage limits

For the purposes of this guarantee:

- the Payment of the compensation is made after deduction of the amount of the daily allowance relating to the first 3 days of inactivity, including the day of the Insured Event;
- the insurance is provided for a maximum total interruption of 90 days.
- If, during the time period in question, the Insured Person carries out a wholly or partially substitute activity at other locations, the compensation due is reduced by 30%.

#### Indirect damage

In the event of a claim eligible for Compensation under the following activated warranties:

- Modulo Protezione dell'Attività:
  - Fire and Other Events
  - Extraordinary events
  - Installations
- MODULO PROTEZIONE DIGITALE:
  - Electronic Machines

Generali Italia shall pay the Insured an additional compensation of 20% for Indirect damages.

This compensation is calculated - Lot by Lot - by applying the aforementioned percentage to the amount of compensation for direct and material damage to the insured goods: "Building", "Equipment and Furnishings" and "Goods", "Electronic Machines".

This compensation is calculated - lot by lot - by applying the aforementioned percentage to the amount of compensation for direct and material damage to the insured goods: "Building", "Equipment, Furnishings and Goods at Absolute First Risk", "Electronic Machines".

#### There are coverage limits

However, it is understood that Generali Italia shall not pay, for each lot, an amount greater than the relevant sum insured, even if the amount of compensation for direct and material damage increased by the aforementioned 20% exceeds the aforementioned sum.

#### **What does it mean to indemnify with the limit of the sum insured? Example**

Sum insured Building Lot Fire Insurance: euro 100,000 Compensation

for material and direct damage: euro 90,000

Lump sum compensation for indirect damages: euro 18,000 (equal to 20% of euro 90,000)

Theoretical total compensation: euro 108,000 (equal to euro 90,000 + euro 18,000)

Actual total compensation: euro 100,000 (equal to the sum insured for the Property)

#### Higher Expenses

In the event of a claim eligible for Compensation under the following activated warranties:

- Modulo Protezione dell'Attività:
  - Fire and Other Events
  - Extraordinary events
  - Installations
  -

- Modulo Protezione Digitale:
  - Electronic Machines

that causes the partial or total interruption of the insured activity, Generali Italia shall pay the Insured the documented extraordinary expenses necessarily incurred in order to continue the activity.

For the purposes of this cover, the provisions of Article 1907 of the Civil Code concerning the proportional rule shall not apply.

#### **What is not insured**

The provision of any insurance service, cover or any service, in connection with loss, damage directly or indirectly caused by, arising out of or in connection with any pandemic or epidemic disease is excluded.

It is also specifically agreed that:

- Damage and losses that may result from acts and measures to prevent contagion from any pandemic or epidemic disease ordered by the competent authorities, including in connection with the closure and restriction of operations or for decontamination and disinfection purposes, are excluded;
- the presence, threat or suspicion of the presence of a pandemic or epidemic disease cannot in any event constitute a loss or damage eligible for Compensation under the policy.

In addition, Generali Italia does not indemnify any additional expenses resulting from prolonged and extended inactivity caused by:

- strikes, lockouts, measures imposed by the authorities;
- difficulties in obtaining goods or services necessary for the activity and attributable to force majeure, such as, by way of example, natural disasters, strikes preventing or slowing down the supply of materials, states of war.

#### **There are coverage limits**

Payment of compensation shall be made up to the maximum sum indicated in the Summary Sheet. The compensation is limited to the difference between the expenses actually sustained and the normal expenses necessary for the continuation of the activity that would have been sustained by the Insurant in the absence of the claim.

The cover is afforded for the time strictly necessary for the repair or replacement of the destroyed or damaged items, and in any case limited to the greater expenses incurred in the 90 days following the date on which the claim occurred.

#### **Higher Expenses from Theft**

In the event of a claim eligible for Compensation under the THEFT COVER of the Modulo Protezione dell'Attività, which causes the total or partial interruption of the insured activity, Generali Italia shall pay the documented extraordinary expenses, provided that they have been necessarily incurred for the resumption of the activity.

For the purposes of this cover, the provisions of Article 1907 of the Civil Code concerning the proportional rule shall not apply.

#### **What is not insured**

The provision of any insurance service, cover or any service, in connection with loss, damage directly or indirectly caused by, arising out of or in connection with any pandemic or epidemic disease is excluded.

It is also specifically agreed that:

- Damage and losses that may result from acts and measures to prevent contagion from any pandemic or epidemic disease ordered by the competent authorities, including in connection with the closure and restriction of operations or for decontamination and disinfection purposes, are excluded;
- the presence, threat or suspicion of the presence of a pandemic or epidemic disease cannot in any event constitute a loss or damage eligible for Compensation under the policy.

In addition, Generali Italia does not indemnify the additional expenses resulting from prolonged and extended inactivity caused by:

- strikes, lockouts, measures imposed by the authorities;
- difficulties in obtaining goods or services needed for the activity.

#### **There are coverage limits**

The compensation is limited to the difference between the expenses actually incurred and the normal expenses necessary for the continuation of the activity that the Insured would have incurred in the absence of the Accident.

The cover is afforded for the time strictly necessary to repair or replace the stolen or damaged items and, in any case, limited to the greater expenses incurred from the third day of interruption of the activity and for 90 days following the date on which the claim occurred, with a limit of 10% of the compensation payable under the Theft Cover.

### How are Higher Expenses from Theft compensated? Example

- Date of claim: 1 June
- Total compensation payable under Theft Protection: €50,000
- Cut-off date: 2 June
- Extraordinary expenses for the repair or replacement of stolen or damaged items incurred on 2 June: € 1,000
- Extraordinary expenses for the repair or replacement of stolen or damaged items incurred on 10 June: €10,000
- Ordinary expenses for cleaning shop fittings incurred on 30 June: € 2,000
- Resumption date: 1 July
- Extraordinary expenses for the repair or replacement of stolen or damaged items incurred on 30 September: € 3,000
- Theoretical compensation: € 10,000 (extraordinary expenses incurred for the resumption of business between the third and 90th day of interruption)
- Limit of compensation: € 5,000 (equal to 10% of the total compensation payable under the Theft Cover)
- Actual compensation: € 5,000 (the lower of the theoretical compensation and the compensation limit).

### Additional allowances for forced inactivity

The following indemnities apply to the location for which the Fire and Other Events Cover of the Modulo Protezione dell'Attività has been activated:

#### - **Damage suffered by neighbours**

If, following material and direct damage caused by fire, lightning, explosion, bursting, falling aircraft, spacecraft, their parts or transported objects, **suffered by a third party occupying a portion of the same Property** that houses the insured activity, and the Insurant is unable to access its premises and must forcibly suspend operations, Generali Italia shall pay the Insurant a daily allowance for each working day of closure.

#### **There are coverage limits**

**Allowance is paid from the third day following the day on which the impediment first occurred and with a limit of € 100.00 per working day.**

#### - **Damage suffered by suppliers of goods**

If, following direct material damage caused by fire, lightning, explosion, bursting, falling aircraft, spacecraft, their parts or transported objects, suffered by the Insurant's suppliers on whom the business declared in the Policy depends exclusively, the Insurant proves that they have acted promptly and effectively, but it has not been possible to temporarily obtain supplies through alternative channels, with the consequent forced suspension of the business, Generali Italia shall pay the Insurant a daily allowance for each working day of closure.

#### **There are coverage limits**

**Allowance is paid from the third day following the day on which the impediment first occurred and with a limit of € 100.00 per working day.**

#### - **Damage suffered by service providers**

If direct material damage resulting from Fire, Lightning, Explosion, Blast, falling aircraft, spacecraft, their parts or transported objects, suffered by exclusive suppliers of electricity, water, gas, if the failure to provide the suspended service results in the forced suspension of the Insurant's activity, Generali Italia shall pay the Insurant a daily allowance for each working day of closure.

#### **There are coverage limits**

**Allowance is paid from the third day following the day on which the impediment first occurred and with a limit of € 100.00 per working day.**

### **There are coverage limits**

**For all the above allowances, Generali Italia shall not indemnify a total amount exceeding Euro 1,500.00 per single claim and insurance year.**

### Additional Allowances for Operation within a Shopping Centre

In the event of activation of the following Guarantees:

- Modulo Protezione dell'Attività:

- Fire and Other Events
- Extraordinary events
- Installations
- Theft

Generali Italia pays the additional indemnities indicated below in the cases specified.

- **Allowance for rent and condominium expenses**

In the event of a claim eligible for Compensation under the terms of the Policy that results in the forced and total interruption of sales activities for more than 15 days, Generali Italia shall reimburse:

- rental costs of premises used for the Policyholder's activities
- condominium expenses to be borne by the Policyholder.

**What is not insured**

**Damage resulting from prolongation and extension of inactivity caused by:**

- strikes, lockouts, measures imposed by the authorities;
- failure to restore damaged premises, equipment and furniture in a timely manner;
- difficulties in reconstructing or restoring or replacing destroyed or damaged property due to external causes such as local or state planning regulations or other legal regulations, natural disasters, strikes preventing or slowing down the supply of materials, states of war and the like.

**There are coverage limits**

Condominium expenses are indemnified up to a maximum of Euro 1,000.00 per month and Euro 3,000.00 per claim.

The guarantee is granted for the time strictly necessary to repair or replace destroyed or damaged items.

- **Leading shop closure allowance**

In the event of material and direct damage suffered by the Leading Retailer as a result of events envisaged in the activated Warranties that have caused its temporary closure for a duration of more than 2 days, Generali Italia shall pay the Insured Party a daily allowance as compensation for the reduced frequency of customers within the Shopping Centre.

**What is not insured**

**Allowance is not due in the event of simultaneous closure of the insured business and the Leading Store.**

**There are coverage limits**

The daily allowance is paid, per working day, up to a maximum of 30 days per claim and per year, according to the following conditions:

- amount of € 100.00, for commercial establishments up to 100 square metres;
- amount of € 150.00, for commercial establishments between 101 and 200 square metres;
- amount of € 200.00, for commercial establishments of more than 200 square metres.



**Summary of insured sums, compensation limits, fixed and percentage excesses**

**Summary Sheet**

A summary of the insured sums, limits of compensation, Excesses and Deductibles is provided in the attached Summary Sheet, which forms an integral part of this contract.

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<sup>1</sup> I.e. without application of Art. 1907 of the Civil Code.



## COMMON RULES OF THE MODULO PROTEZIONE DELLA CONTINUITÀ



### When does the coverage start and end?

#### **Art. 1.1 Activation and deactivation of the Guarantees**

The activation of the Warranties of the Modulo Protezione della Continuità necessarily requires the activation of the Modulo Protezione dell'Attività and/or Modulo Protezione Digitale. The deactivation of the Modulo Protezione dell'Attività and/or Modulo Protezione Digitale entails the simultaneous deactivation of the Modulo Protezione della Continuità Guarantees specifically related thereto.



### What obligations do I have?

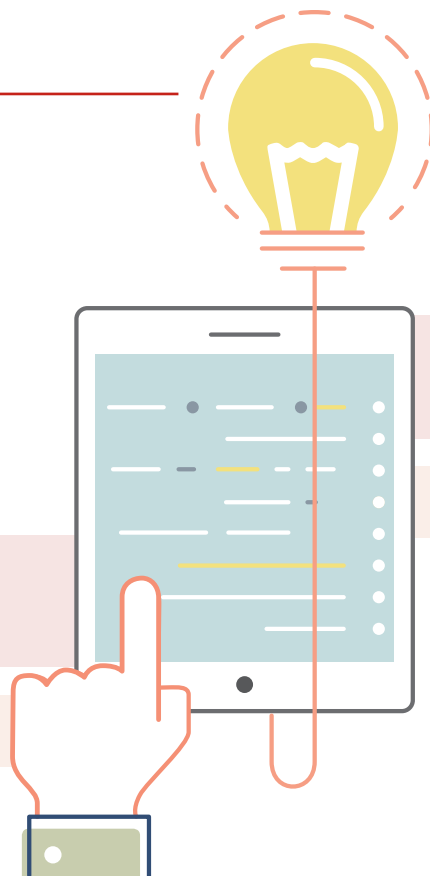
#### **Art. 2.1 Inspection of insured property**

Generali Italia shall always have the right to visit the insured items and the Insured shall be obliged to provide all necessary indications and information.

## RULES OPERATING IN THE EVENT OF A CLAIM

For the covers referred to in this Module, the "Rules operating in the event of a claim" set forth in the Protezione dell'Attività and/or Modulo Protezione Digitale to which they refer shall apply.

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This translation of the Information Pack from Italian into English is a courtesy translation, it has been prepared for information purposes only and has no contractual validity. In the event of any discrepancies or omissions in the English/German translations, the contractual documents in the Italian language – subject to the regulations in force on the Italian territory – shall prevail.



## ATTIVA CREA DISTRIBUISCI!

This Information pack for Modulo Protezione del Patrimonio - Edition 24.10.2020 consists of:

- The policy information document (DIP) for Modulo Protezione del Patrimonio
- The Additional information document for Modulo Protezione del Patrimonio
- Terms of Insurance for Modulo Protezione del Patrimonio

Protect your property with...

- **IN ACCORDO - Civil liability towards third parties and employees**, to defend you against claims for damages caused to third parties, including employees, in the course of business
- **IN ACCORDO - Legal Protection**, for valuable financial support in the event of disputes and legal actions arising in connection with business activity.



Discover Modulo Protezione del Patrimonio of ATTIVA Commercio in the insurance formula you have chosen!

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Full pre-contractual and contractual information about this product is provided in other documents.

### **What type of insurance is this?**

The module is intended for liability and legal protection insurance for companies in the trade sector.



#### **What is insured?**

##### **IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER**

###### **They can be insured:**

Third Party Liability for sums owed to third parties by the company as a result of property damage and/or bodily injury:

- ✓ as a consequence of acts performed (including by third parties used by the Insured) in the performance of the declared activity;
- ✓ in relation to the ownership and/or operation of the premises where it takes place;

Liability towards Employers for sums due as a result of an accident occurring to workers in the performance of the stated activity.

The personal liability of the company's employees is included.

Optional Covers are available.

##### **IN ACCORDO - LEGAL PROTECTION COVER**

###### **They are insured:**

- ✓ the costs of lawyers and experts incurred by the owner and/or the company's employees in disputes, out-of-court and in court, in which they are involved as a result of certain civil offences committed or suffered, as well as criminal and administrative offences committed in the course of the declared activity.

Optional Covers are available.



#### **What is not insured?**

##### **IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER**

###### **The main exclusions relate to:**

- ✗ possession or use of radioactive substances and radiation;
- ✗ possession or use of explosives;
- ✗ asbestos or products containing asbestos;
- ✗ electromagnetic waves or fields;
- ✗ from activities performed within confined environments;

In addition, Third Party Liability cover does not operate:

- ✗ for liability not arising directly from the law;
- ✗ for work carried out within the so-called 'airside area' of airports;
- ✗ for the use of motor vehicles, machinery or equipment by a person who is not 16 years old or does not meet the legal requirements;
- ✗ cyber risk;
- ✗ for damage to underground pipelines.

The cover does not apply to damage to spouses, parents and children, legal representatives and unlimited liability partners, subsidiaries.

Penalties imposed on the Insured, criminal justice expenses, expenses for lawyers or technicians not appointed by Generali Italia are not covered.

##### **IN ACCORDO - LEGAL PROTECTION COVER**

###### **The main exclusions concern disputes relating to:**

- ✗ tax and fiscal law;
- ✗ trademark, patent, copyright or exclusive rights infringements, unfair competition;
- ✗ relations between shareholders and/or directors and corporate transactions;
- ✗ dealings with social security and insurance companies;
- ✗ circulation of motor vehicles or navigation of vessels;

- ✗ acts of war, revolutions, strikes, lockouts, acts of vandalism, brawls in which the Insured took part;
- ✗ family law, succession and donations;
- ✗ relations between workers and staffing agencies, employment agencies;
- ✗ cyber risk;
- ✗ buildings other than those where the declared activity is carried out.

Charges relating to all kinds of penalties as well as tax charges are also excluded from the guarantee.

The exclusions are contained in the insurance conditions and are marked in bold.



### **Are there any coverage limits?**

In general, the contract provides for limits, uncovered amounts, deductibles, broken down by Cover, which are summarised in a specific policy document attached to the Insurance Terms and Conditions called Summary Sheet.

### **IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER**

#### **There are limitations of coverage for damages:**

- ! caused by goods and products manufactured, processed or sold after delivery to third parties or by installation and maintenance after such work has been performed;
- ! to property in the possession of the Insured;
- ! to things that the Insured Person transports on means of transport, including during loading or unloading;
- ! to things raised by the Insured;
- ! to means of transport under loading or unloading or at a standstill;
- ! to property on which the Insured Person carries out work;
- ! to property within the insured categories;
- ! fire explosion and bursting of other people's property by the Insured;
- ! by theft, robbery, misappropriation or loss;
- ! from the movement of motor vehicles and from the navigation of motorised watercraft;
- ! from pollution.

### **IN AGREEMENT - LEGAL PROTECTION COVER**

#### **Restrictions on coverage apply in the event of:**

- ! charges due to the fraudulent or wilful misconduct of the Insured;
- ! to things in the possession of the Insured;
- ! contractual matters as well as debt collection;
- ! possession or use of radioactive substances, contamination, pollution;



- ! administrative law;
- ! relations between two or more persons insured under this contract;
- ! labour claims and disputes;
- ! arbitration procedures.

The limitations of cover are contained in the conditions of insurance and are marked in bold type.



## Where does the coverage apply?

Liability cover: the cover applies to damage occurring worldwide (if the damage does not involve employees in the USA and Canada, the cover only applies to participation in trade fairs).

Legal Protection Cover: the Cover is valid for claims occurring in the territories of the European Union, the United Kingdom, Switzerland, Norway, Andorra, Liechtenstein, the Principality of Monaco, the Vatican State and San Marino, with the exception of contractual disputes, for which the Cover is provided for claims arising and processed in Italy, the Republic of San Marino and the Vatican City.



## What obligations do I have?

In the event of a claim, the claim must be reported to Generali Italia within 3 days of the date on which the claim occurred or the Insured became aware of it.



## When and how do I pay?

Information on premium payment is contained in the DIP of the Modulo Generale.

If the premium is agreed in whole or in part on the basis of variable elements, an adjustment may be made, to the credit or debit of the Policyholder, at the end of each insurance year.



## When does the coverage start and end?

The Covers shall take effect at midnight on the day indicated in the policy if the premium or the first premium instalment has been paid; otherwise they shall take effect at midnight on the day of payment. If the Policyholder fails to pay the subsequent premiums or premium instalments, the Covers shall remain suspended from midnight on the thirtieth day after the due date and shall take effect again at midnight on the day of payment.

The Legal Protection Cover, limited to contractual disputes, operates for defaults occurring after 90 days from the activation of the Cover.

In general, the warranties are for one or more years. In the absence of cancellation on expiry, the Covers are extended for one year and so on. If a policy with a multi-year term has been taken out in return for a premium reduction, it is only possible to cancel one or more Covers after at least five years or the shorter contract term has elapsed.

The Covers operate for events occurring during the term of the Covers and until their expiry.

The Legal Protection Cover is effective for disputes that come to the Insured's attention within 6 months of the termination of the cover; furthermore, in the event of liquidation or cessation of the insured company, the effectiveness of this cover automatically ceases from the date of liquidation or cessation.



## How can I cancel my policy?

At the end of each year of the duration of the cover, or at the end of the five-year period or the shorter period of the duration of the cover if a cover with a multi-year duration has been taken out against a reduction in the premium, the Policyholder may cancel one or more covers by sending, at least 30 days before the expiry date, a written notice (also by Certified Email) to the Agency to which the Policy is assigned or to the registered office of Generali Italia.

# Liability and Legal Protection Insurance

## Additional pre-contractual information document for non-life insurance products (Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: Attiva Commercio - Modulo Protezione Patrimonio

Edition: 24.10.2020



**This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.**

**The Policyholder must read the Terms of Insurance before signing the policy.**

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchesa, 14 - 31021 Mogliano Veneto (Trevise) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com). Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).  
Solvency Capital Requirement: € 8,217,950,961.75  
Minimum Capital Requirement: € 3,180,739,318.67  
Eligible Own Funds: € 17,610,296,018.45  
Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016).

The policy is governed by Italian law.

The Modulo Protezione dell'Attività is divided into two Guarantees:

- Liability towards third parties and employees
- Legal Protection

activated at the Policyholder's choice.

The following constitute premium reduction options common to both covers:

- the possibility of concluding a contract with a multi-year duration, resulting in a 5% premium reduction compared to the tariff;
- the possibility of activating the 'Fire and other events' and 'Theft' covers of the Modulo Protezione dell'Attività and obtaining the following premium reductions compared to the tariff:
  - Fire and other events + third party liability: 5% discount
  - Theft + Third Party Liability: 5% discount
  - Fire and other events + Theft + Third party liability: 8% discount (also for Legal Protection)
  - Fire and other events + Theft + Legal protection: 5% discount
- the possibility of activating both Module Guarantees (Civil Liability + Legal Protection) with a premium reduction of 10% for Legal Protection only.



### What is insured?

## IN AGREEMENT - THIRD PARTY AND EMPLOYEE LIABILITY COVER

In addition to what is described in the Non-Life DIP, the following options are available.

### MAIN OPTIONS WITH REDUCED PREMIUM

<b>Exclusion of liability towards employees</b>	Allows the Insured to deactivate Employment Practices Liability cover (if the Insured has no employees).
<b>Exclusion of property liability</b>	Allows Third Party Liability cover to be rendered inoperative in relation to the risks of ownership of the buildings in which the business activity is carried out (if the Insured is rented).
<b>Frontal deductible</b>	Allows a frontal deductible of €1,000.00 or €2,500.00 per loss.

<b>MAIN OPTIONS WITH INCREASED PREMIUM</b> (some options are only allowed in connection with certain activities)	
<b>Third party contracting liability</b>	Allows the extension of Third Party Liability and Employment Practices Liability covers to activities performed by other companies on behalf of the Insured. In the case of premium calculation on turnover, no premium increases are applied.
<b>RC home deliveries by non-employed persons</b>	Allows the extension of Third Party Liability and Employment Practices Liability covers to home delivery activities carried out by self-employed persons. In the case of premium calculation on turnover, no premium increases are applied.
<b>Posthumous liability</b>	It extends Third Party Liability cover to damages occurring after the repair or installation work has been carried out.
<b>Supplier's liability</b>	Allows, exclusively for retail activities, to extend Third Party Liability coverage to damages from original defects in the products sold that occur after the sale, if the producer cannot be identified.
<b>Extended parking</b>	It covers the risks of parking spaces attached to the 1,500 square metre business.
<b>Presence of inflatables and trampolines</b>	It covers the risks associated with the presence of play areas attached to the exercise with inflatables and trampolines.
<b>Pool presence</b>	It covers the risks associated with the presence of a swimming pool attached to the bar or restaurant.
<b>Dangerous guard dogs</b>	It covers the risks associated with the presence of pit bulls, rottweilers and dobermans guarding the farm.
<b>Goods on the hook</b>	It covers material damage to lifted goods when they are at a third party's premises.
<b>Incorrect stowage</b>	It covers damage caused by the incorrect stowage of goods, carried out by the Insured, in third-party vehicles.
<b>Workshops - Damage to vehicles or vessels</b>	It covers damage to vehicles or watercraft in storage at dealers' workshops.
<b>RC rental activities</b>	It covers the rental of clothing, sanitary ware, sporting goods, non-motorised vehicles.
<b>Car Washes - Vehicle Damage</b>	It covers damage to vehicles caused by automatic car washes attached to service stations.
<b>Cancellation of pharmaceutical or herbal preparations</b>	It allows pharmacies and herbalist shops to cover the costs of recalling their own products if they prove to be dangerous.
<b>Employment Practices Liability with deductible in value</b>	It allows the deductible in terms of permanent disability of Employment Practices Liability cover to be converted into an excess of €5,000 or €3,000.
<b>Workers' Compensation Liability</b>	Allows the extension of Workers' Compensation Liability coverage to occupational diseases.
<b>Increased tolerance limit for employees</b>	If the premium is counted on the number of employees, the tolerance limit, beyond which the proportional rule applies, can be raised from 2 units to a number of units equal to 50% of the declared number with a minimum of 4 units.

## IN ACCORDO- LEGAL PROTECTION COVER

In addition to what is described in the Non-Life DIP, the following options are available.	
<b>MAIN OPTIONS WITH REDUCED PREMIUM</b>	
There are no options with reduced premium	
<b>MAIN OPTIONS WITH INCREASED PREMIUM</b>	
<b>Contractual disputes with customers - Debt collection</b>	It extends the guarantee to contractual disputes with customers (those with suppliers are already included in the Basic cover).
<b>Extension of Policyholders and subpolicyholders in their own premises</b>	It extends cover to disputes brought by employees of Policyholders operating at their own premises (those of employees of Policyholders operating at the Insured's premises are already included in the basic cover).

<b>Increased tolerance limit for employees</b>	If the premium is counted on the number of employees, the tolerance limit, beyond which the proportional rule applies, can be raised from 2 units to a number of units equal to 50% of the declared number with a minimum of 4 units.
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## What is NOT insured?

### IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER

<b>Excluded risks</b>	There is no additional information to that provided in the Non-Life DIP. Certain COVER extensions, in particular optional extensions, may contain specific exclusions beyond those provided in the Non-Life DIP.
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### IN ACCORDO - LEGAL PROTECTION COVER

<b>Excluded risks</b>	There is no additional information to that provided in the Non-Life DIP. Optional guarantees may provide for specific exclusions in addition to those provided in the Non-Life DIP.
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## Are there any coverage limits?

The coverage limits, which are summarised below, are also detailed guarantee by guarantee in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

### IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER

The cover includes specific limits for personal injury and property damage as well as a specific ceiling per claim. For certain types of damage (e.g. business interruption damage to third parties), limits of compensation below these limits apply. The basic cover includes the following main deductibles and co-payments:

- Art. 1.3 - Bodily injury suffered by employees: deductible of up to 6% for permanent disability
- Art. 1.1 - Bodily injury suffered by certain types of workers: deductible €3,000.00 per injured person
- Art. 1.1 - Activities performed away from company premises - Damage to property: deductible €250.00 per claim
- Art. 1.1 - Activities carried out away from company premises - Fire damage: uncovered 10% minimum €250.00 per claim
- Art. 1.2 - Damage to property brought by customers: € 150.00 per damaged person
- Art. 1.2 - Damage to vehicles parked or under loading and unloading: €200.00 per vehicle
- Art. 1.2 - Damage to property on consignment: uncovered 10% minimum €250.00 per claim
- Art. 1.2 - Employee car hire: deductible € 250.00 per claim
- Art. 1.2 - Building Management - Damage from water spillage or sewer backflow: deductible €200.00 per claim
- Art. 1.2 - Management of parking areas - Damage to vehicles: deductible €200.00 per vehicle
- Art. 1.2 - Accidental Pollution Damage: uncovered 10% minimum €2,500.00 per claim
- Art. 1.2 - Damage to property by dogs: deductible €150.00 per injured party
- Art. 4.1 - Damage occurring outside the territory of the European Union, the United Kingdom and Switzerland: deductible of €1,000.00 per claim

Optional warranties may provide for specific compensation limits, deductibles or co-payments.

### IN ACCORDO - LEGAL PROTECTION COVER

The cover includes specific limits per claim and per year. For certain disputes (e.g. disputes brought by employees of Policyholders and sub-Policyholders), limits of compensation below these limits apply. The basic cover includes the following main deductibles and co-payments:

- Art. 1.2 - Contractual disputes with suppliers: only if worth more than €2,500.00.
- Art. 1.2 - Claims for pollution caused by sudden plant breakdown: 10% deductible minimum €1,000.00 per claim

Optional Guarantees may provide for specific compensation limits, deductibles or uncovered amounts.



## What obligations do I have? What obligations does the Insurer have?

<b>What to do in the event of a claim ?</b>	<u>Reporting the claim Legal Protection:</u> <ul style="list-style-type: none"> <li>• toll-free number 800.475.633 from Monday to Friday each week from 8am to 6pm;</li> <li>• by e-mail to: <a href="mailto:sinistri@das.it">sinistri@das.it</a>.</li> </ul>
	<u>Direct/network assistance:</u> Not foreseen
	<u>Management by other companies:</u> For Legal Protection cover, it should be noted that claims management is entrusted to DAS - Difesa Automobilistica Sinistri S.p.A., whose contact details are indicated above.
	<u>Time-barring:</u> The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>False declarations or withholding of information</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.

<b>Obligations of the Insurer</b>	For the third-party liability cover, Generali Italia assumes the management of disputes both out-of-court and in court, both civil and criminal, including the mediation procedures for civil and commercial disputes, provided for by current legislation, on behalf of the Insured. For legal expenses cover, DAS pays the beneficiary the costs covered, within the compensation limits, within 30 days of the amount due.
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## When and how do I pay?

<b>Premium</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Refund</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



## When does the coverage start and end?

<b>Duration</b>	In addition to what is indicated in the Non-Life DIP, Generali Italia may withdraw per claim within 60 days from the Payment of the compensation or from the refusal of payment thereof.
<b>Suspension</b>	It is not possible to suspend guarantees during a contract.



## How can I cancel the policy?

<b>Cooling-off period</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information beyond that provided in the DIP Non-Life.



## Who is this policy designed for?

ATTIVA Commercio – Modulo Protezione Patrimonio is aimed at public establishments and companies in the trade sector, both retail and wholesale, that need to protect their business assets from economic losses as a result of litigation expenses and compensation obligations. Certain craft activities, such as hairdressing and tailoring, are assimilated to commercial activities.



## What costs do I have to bear?

Brokers, for the sale of the ATTIVA Commercio product, receive on average 20.20% of the taxable premium paid by the policyholder for commission-type remuneration.

## HOW CAN I LODGE COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>To IVASS</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.

### BEFORE REFERRING TO THE JUDICIAL AUTHORITY, alternative dispute resolution systems can be used such as:

<b>Mediation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Assisted Negotiation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Other Alternative Dispute Resolution Systems</b>	For the Legal Protection cover, in the event of disagreement between the Insured Party and DAS as to the advisability of resorting to legal proceedings and the subsequent management of the dispute, the decision at the request of one of the parties may be referred to an arbitrator. In such a case, the petition to activate arbitration against DAS must be addressed to: DAS - Difesa Automobilistica Sinistri S.p.A. Via Enrico Fermi 9/B - 37135 Verona - Fax (045) 8351025 - certified e-mail: servizio.clienti@pec.das.it

**NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA ONCE YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.**

**PLEASE NOTE: FOR THIS CONTRACT, THE COMPANY HAS A PRIVATE INTERNET AREA FOR THE POLICYHOLDER (so-called HOME INSURANCE), SO AFTER SUBSCRIPTION YOU CAN CONSULT THIS AREA AND USE IT TO MANAGE THE MEDESIMAL CONTRACT TELEMATICALLY.**

## THE STRUCTURE OF THE POLICY

The Modulo Protezione del Patrimonio is an integral part of the Attiva Commercio insurance contract and contains the Special Conditions of the following activated forms of cover:

- In Accordo - Third Party and Employers Liability Insurance
- In Accordo - Legal Protection cover

The Special Conditions consist of:

- the Definitions;
- the Rules specific to the added individual Forms of cover, which contain the specific discipline of those Forms of cover;
- the Common Rules, which contain the discipline common to all added Forms of cover;
- the Rules operating in the event of a claim.

## SPECIAL CONDITIONS

### DEFINITIONS

Generali Italia and the Policyholder shall assign the following terms the following meanings:

<b>Employees</b>	Persons registered in the Single work ledger as well as the owner and/or partners and/or family members who legitimately perform work in the absence of an employment relationship. If the Insured Person is a legal entity that only uses the work of employees seconded from other companies and/or temporary workers and is not obliged to keep the Single work ledger, the employees seconded from other companies and/or temporary workers, as well as any partners who perform work services in the absence of a subordinate employment relationship, shall nevertheless be considered employees.
<b>Insured</b>	Person (natural or legal person) whose interest is protected by the insurance. For the purposes of Legal Protection Cover, the Insured and, in the case of a legal entity, the directors and legal representative.
<b>Contravention</b>	The violation of a criminal law (offence) sanctioned by arrest and/or fine.
<b>Bodily Harm</b>	Death or personal injury.
<b>Material Damage</b>	Destruction or deterioration of physically determinable property.
<b>Crime</b>	The violation of a criminal rule (offence) punished by imprisonment and/or a fine.
<b>Reduction of the offence</b>	The case where the initial charge is reformulated in the course of the criminal proceedings.
<b>Explosion</b>	Development of gases or vapours at high temperature and pressure, due to a chemical reaction that self-propagates at high speed.
<b>Resolution of the offence</b>	Various causes that extinguish the offence and its consequences (e.g. death of the suspect prior to conviction, amnesty, remission of the complaint, oblation in contraventions, prescription).
<b>Building</b>	The complex of building works including fixtures and fittings as well as the following fixed installations serving the building: water, sanitation, rainwater collection and disposal, installations for the exclusive use of heating and air conditioning of the premises, lifts, goods lifts, electrical installations.

<b>Negligent act</b>	Conduct that results in a harmful event not intended by the perpetrator; the event occurs through negligence, carelessness, inexperience or failure to comply with mandatory rules.
<b>Fraudulent Act</b>	An unlawful act done with the knowledge and/or intent to cause an event contrary to the law to take place.
<b>Unlawful act</b>	The failure to comply with a precept of the legal system that causes unjust damage to others.
<b>Turnover</b>	Revenues from sales and services if the Insured is required to prepare financial statements pursuant to Art. 2423 et seq. of the Civil Code, otherwise the turnover (net of VAT) determined in accordance with tax regulations.
<b>Deductible</b>	A predetermined amount that remains payable by the Insured in the event of a Claim.
<b>Non-contractual offence</b>	When the harm that results from the wrongful act has no connection with any contractual relationship that may exist between the injured party and the damaging party.
<b>Breach of contract</b>	Failure to perform or improper performance of obligations under a contract.
<b>Fire</b>	Combustion, with flame, of material goods outside an appropriate hearth, which can self-extend and spread.
<b>Maximum</b>	Maximum amount payable by Generali Italia for one or more covers in respect of each claim and/or each injured party and/or each insurance year.
<b>Revenues from sales and services</b>	The amount related to item A1) of the profit and loss account prepared in accordance with Article 2425 of the Civil Code.
<b>Discovered</b>	Amount, expressed as a percentage, that remains payable by the Insured in the event of a Claim.
<b>Burst</b>	Sudden bursting of containers due to excess internal pressure of fluids not due to explosion. The effects of frost and 'water hammer' are not considered to be bursting.
<b>Res judicata</b>	Final decision, no longer subject to appeal.
<b>Ordinary Services</b>	For the purposes of Third Party and Employers Liability Cover, the following services as complementary to the insured business activity: <ul style="list-style-type: none"> <li>- prescribed by law or activated during disasters (e.g. company health services, fire service, etc.);</li> <li>- cleaning and surveillance;</li> <li>- supply of energy, gas, water;</li> <li>- maintenance, repair, installation and testing of the insured's capital goods of the Insured as well as buildings where the insured activity is carried out;</li> <li>- transport of goods;</li> <li>- operation of vending machines for packaged food and drinks on company premises;</li> <li>- assembly and disassembly of stands at fairs, exhibitions and markets;</li> <li>- installation and maintenance of signs, billboards and banners. The list is exhaustive.</li> </ul>
<b>Claim</b>	The occurrence of the harmful event for which the Insurance operates. For the purposes of Legal Protection Cover, the harmful event is the fact that, in the criminal complaint or civil court action, is alleged to be an extra-contractual tort or breach of contract.
<b>Court costs in criminal proceedings</b>	The court costs to be paid by the convicted person to the State.
<b>Transaction</b>	The agreement by which the parties, by means of mutual concessions, put an end to a dispute that has arisen between them.



**Definition of Employees: which workers must be registered in the *Libro Unico del Lavoro*?**

By way of example, they are recorded in the *Libro Unico del Lavoro*:

- employees and apprentices (including members of cooperative societies who have an employment relationship with the Insured);
- coordinated and continuous collaborators (including members of cooperative societies, directors, advisors and auditors who have a collaboration relationship with the Insured);
- hired and seconded workers from other companies working on behalf of the Insured.

By way of example, co-workers and assistants who perform non-subordinate activities in the company, self-employed workers with VAT registration, scholarship holders, occasional self-employed workers (also with vouchers), interns and socially useful workers are not subject to registration.

## IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER



### What is insured? Basic cover

#### *Art. 1.1 Third Party Liability Insurance - Coverage in general*

##### **Object**

Generali Italia shall compensate the Insurant, up to the limits of the sums indicated in the Summary Sheet for this Cover, for the amount that the Insurant is obliged to pay in compensation (capital, interest and expenses), as the party civilly liable pursuant to the law for Material Damage and Bodily Harm involuntarily caused to third parties as a consequence of an accidental event occurring in relation to the exercise of the entrepreneurial activity(ies) indicated in the Summary Sheet.

Consistent with this/these are any activities ancillary to the declared activity, such as packaging (excluding the assembly of mechanical or electronic parts) and the repair of the products covered by the activity, as well as promotional or cultural activities organised for the service of customers and training or recreational activities organised for the service of employees.

##### **Damage from interruption and suspension of third-party activities**

Damage resulting from total or partial interruption or suspension of the use of goods, as well as industrial, commercial, agricultural, and service activities is included, provided that it is the consequence of damage that is indemnifiable under the terms of this Cover.

##### **There are coverage limits**

**For Business Interruption and Suspension Damage, the cover is limited to 20% of the limit per claim indicated in the Summary Sheet for this Cover.**

##### **How does the maximum coverage per claim operate?**

For example, the Cover provides for a maximum per claim of €1,000,000.

In the event of a claim with damages amounting to €750,000, €750,000 will be compensated.

For a claim with damages of €1,250,000, €1,000,000 will be compensated.

##### **How does the maximum coverage work per year?**

For example, the Cover provides for a maximum per claim and per year of €1,000,000.

If two claims (e.g. two industrial accidents) occur in the same insurance year, one with damages in the amount of €300,000 and one with damages in the amount of € 500,000, € 300,000 will be paid for the first claim and € 500,000 for the second claim.

If, on the other hand, the first claim results in damages in the amount of €300,000 and the second in damages in the amount of €800,000, the compensation will be capped at a total of €1,000,000: for example, €300,000 for the first and €700,000 for the second.

##### **Liability for the acts of others**

Damage for which the Insurant is liable due to the actions of its employees, as well as workers with occasional service contracts (voucher contracts), self-employed collaborators and workers **who offer services on behalf of the Insurant in accordance with current legislation is included**. The liability of the Insurant arising from the wilful act of the Insurant's employees and any additional workers who work on behalf of the Insurant **in compliance with current legislation and for whom the Insurant is liable according to the law is also included**.

The cover also applies in relation to liability attributable to the Insured for acts committed by:

- persons who cause the damage as a result of occasional, marginal participation in the insured activity in accordance with applicable legislation, such as suppliers participating in the unloading, trainees in training, socially useful workers, etc;
- spouse of the insured person or a person civilly united with him/her as well as relatives within the third degree and relatives-in-law within the second degree of the same who cause the damage as a result of occasional participation in the insured activity;
- personnel of other companies when, in compliance with the legislation in force, they perform Ordinary Services entrusted by the Insured under contract or subcontract or carried out in consortium form.

### There are coverage limits

The guarantee does not apply to acts of persons other than those listed above and in particular:

- of companies to which the Insurant has subcontracted or administered or with which it carries out services other than Ordinary Services in consortium form, as well as agents and representatives of the Insurant who carry out the activity in the form of a company - except for the reference in the Summary Sheet of the Optional Insurance "Third Party Contractual Liability";
- of workers with occasional service contracts and self-employed workers employed by the Insured for home delivery of goods - except for the reference in the Summary Sheet to the Optional Cover "Home deliveries by non-subordinate workers".

### Qualification of third parties

Third parties are natural persons, legal persons, entities and all legal entities other than the Insured, with the following limitations and exclusions.

### There are coverage limits

**Employees and other collaborators:** for the Insurant's employees and workers with occasional service contracts (voucher contracts) as well as self-employed collaborators and workers, with the exception of intellectual workers registered in a professional register and not subject to compulsory work accident insurance, the cover shall operate under the terms of Article 1.3 "Civil Liability towards workers" and of the possible Optional Cover "Home Deliveries by non-subordinate workers".

**Personnel of other companies:** for the personnel of other companies to which the Insurant has subcontracted or with which it carries out services other than Ordinary Services, as well as for agents and representatives of the Insurant that carry out the activity in the form of a company, the cover shall operate under the terms of the possible Optional Cover "third-party contracting liability".

For the following subjects:

- intellectual workers registered in a professional register and not subject to compulsory work accident insurance;
- members of the administration and control bodies of the Insured (who are not legal representatives) as well as participants in boards and commissions for the activities performed in the exercise of their function - all if they do not have to be registered in the Single work ledger;
- personnel of companies to which the Insured Person has contracted or administered Ordinary Services;
- persons who participate occasionally, marginally and in accordance with current legislation in the insured activity (e.g. suppliers participating in unloading, trainees in training, socially useful workers, etc.);

**the cover shall operate for Bodily Damage with an Excess of €3,000.00 for each injured party and on condition that, if they are required to have compulsory work accident insurance, they are in order with it at the time of the claim.** For damage to property and vehicles of these persons, the cover shall operate in the same manner and within the same limits as for clients.

**They are not considered third parties:**

- a) all those who, irrespective of their relationship with the Insured, suffer damage as a result of participating in the insured activities or carrying out activities on behalf of the Insured, unless they fall within the above-mentioned categories;
- b) when the Insured Person is a natural person: the holder himself/herself, his/her spouse, the persons with whom the Insured Person is in a civil union or de facto cohabitation, as governed by Law no. 76/2016, the Insured Person's parents and children, as well as all the members of his/her registry family as shown on the Family Status Certificate;
- c) when the Insured Person is not a natural person: the legal representative, the shareholder with unlimited liability, the director who is the legal representative and the persons who are in the relationship with them as referred to in b);
- d) companies that - with respect to the Insured Person who is not a natural person - qualify as parent companies, subsidiaries or affiliates pursuant to Article 2359 of the Civil Code, as well as their directors.

### Venues for insured activities

The cover is provided for activities carried out at the location(s) indicated in the Summary Sheet and at any warehouses ancillary to the insured business, provided they are no more than 300 metres away.

The guarantee also operates outside the above-mentioned locations exclusively in the following cases:

- if the declared activity also includes installation and maintenance at the premises of third parties, for installation, dismantling, repair, maintenance and installation work on items falling within the scope of the activity indicated in the Summary Sheet, whether or not sold by the Insured - **excluding building and masonry work**;
- if the declared activity involves "catering", for activities involving the provision of meals to private individuals and businesses, including the possible setting up of facilities, the preparation of food and drink as well as the serving of food and drink on site - **excluding, however, the operation of canteens and the organisation of parties or shows**;
- for professional services as a hairdresser or beautician at the customer's home;
- for professional funeral services;
- for professional services as a photographer;
- for repair services on vehicles at the place of immobilisation, **excluding transport or towing services**;
- if the commercial activity is qualified as "itinerant", for the performance of the same on a continuous basis in public areas (on stands or in itinerant form); in this case, the cover operates exclusively within the territory of Italy, including the Republic of San Marino and Vatican City, and also includes the operations of setting up, running and dismantling stands.
- for administrative activities carried out at offices and negotiations with suppliers or customers as well as for employee missions in general;
- for employees to perform tasks under the agile work regime as defined under the law (Law 81/2017 as amended), with the exclusion of any activity that is not part of the performance of work duties;
- for the handling of goods between its own warehouses and between its own warehouses and sales outlets as well as for procurement from suppliers or delivery to customers (including removal for disposal of already dismantled goods) as well as for disposal operations at suitable centres;
- for participation in fairs, exhibitions and temporary markets; the cover **only applies to events lasting no longer than 15 continuous days** and also includes the setting up, running and dismantling of stands;
- for the temporary performance of business activities within rented premises provided that they **are located in Italy, in the Republic of San Marino and in the Vatican City for a period not exceeding 30 days per insurance annum and provided that the rental contract has a duration not exceeding 30 days**;
- for the posting of signs, billboards and banners anywhere in the national territory;
- for organising/participating in professional development courses as well as conferences and seminars or professional meetings;
- for organising trips and recreational activities exclusively for employees.

Limited to activities carried out outside the locations indicated in the Summary Sheet, damage to property within the scope of the work and damage caused by fire, explosion, and bursting, including damage to property, other than motor vehicles, owned by the Insurant, as well as damage resulting from the use of bicycles by the Insurant for work and/or service purposes are also included - without prejudice to the exclusion of damage caused by the use of motor vehicles.

#### There are coverage limits

Limited to activities performed outside the locations indicated in the Summary Sheet:

- **property damage caused by fire, explosion, bursting from any cause whatsoever, and the related damage due to interruption or suspension of activities, shall be subject to an Excess equal to 10% of the damage with a minimum of €250.00, without prejudice to further specific compensation limits and the maximum limit of €250,000.00 per insurance year, while**
- **a deductible of €250.00 per claim shall apply to the remaining material damage, without prejudice to any specific maximum compensation limits provided for specific types of damage (e.g. damage to clients' property).**

#### How does the overdraft operate?

For example, the cover provides for a 10% coinsurance per claim with a minimum of EUR 1,000 and a specific maximum compensation limit of EUR 25,000.

For a claim with damages in the amount of Euro 30,000, Euro 25,000 will be compensated, i.e. the lesser amount between:

- the damage reduced by the overdraft (euro 30,000-euro 3,000)
- the compensation limit (EUR 25,000).

For a claim with damages in the amount of Euro 5,000, Euro 4,000 will be compensated, i.e. the lesser amount between:

- the damage reduced by the overdraft (euro 5,000-euro 1,000 as the minimum overdraft is greater than 10% of the damage, which would be euro 500);
- the compensation limit (EUR 25,000).

#### How does the deductible operate?

The cover, for example, provides for a deductible of €500 per claim and a specific upper limit of compensation of €25,000.

For a claim with damages in the amount of Euro 10,000, Euro 9,500 will be compensated, i.e. the lesser amount between:

- the damage reduced by the deductible (euro 10,000-euro 500)
- the compensation limit (EUR 25,000).

In the case of a claim with damages in the amount of EUR 100, nothing will be compensated because the amount of the damage is less than the amount of the deductible.

#### Special Conditions for hairdressers and beauticians

In relation to such activities, the effectiveness of the cover is subject to at least one Insured Person meeting the legal requirements for the insured activities, and to the condition that the activities performed and the treatments practised do not require medical supervision.

The cover includes damages for personal injury arising from manicure, pedicure and depilation services as well as beauty treatments, **excluding the performance of tattoos and piercing.**

The cover also includes damage due to personal injury resulting from the application of dyes, bleaches, perms and perfumes as well as other suitable products as **long as the application itself was carried out during the term of the contract and the damage occurred within 60 days of the application.**

The guarantee also covers damage resulting from the use of UV lamps, lasers and saunas.

For bodily injury damage arising from the use of machinery, the guarantee shall operate on **condition that the machinery is required by law, the treatment was carried out during the term of the contract, and the damage occurred within 60 days of the treatment.**

#### Special Conditions for groomers

In connection with this activity, the cover includes damage to animals resulting from grooming services using suitable products and provided that the treatments do not require veterinary supervision.

**The guarantee operates on condition that the treatment was carried out during the term of the contract and the damage occurred within 60 days of the treatment.**

#### **There are coverage limits**

**In the case of damage to animals, the insurance cover shall apply up to a maximum limit of €2,500.00 per claim and €7,500.00 per insurance year, and an absolute Deductible of €250.00 per claim shall apply.**

#### Special Conditions for pharmacies

In relation to this activity, the effectiveness of the guarantee is subject to at least one Insured Person meeting the legal requirements for the insured activities.

The Cover also includes, with the time terms and limits envisaged in the "Damage from things sold" Cover, damage caused by the preparation of galenical products and proprietary specialities (including for them damage resulting from a defect or original defect in the products or their components) **provided that they are produced in a laboratory attached to the pharmacy and that they are sold by the Insured directly to final consumers.**

The cover also includes damage arising from the booking of specialist services, including the payment of co-payments and the retrieval of reports, as well as damage arising from

- first instance analytical services;
- second-level services using instrumental devices;

provided that such services are expressly prescribed by law and provided at the pharmacy exclusively by the pharmacy's employees, to the exclusion of any other nursing or physiotherapeutic services.

#### **Special Conditions for art galleries**

In connection with this activity, it should be noted that in the case of the operation of galleries and exhibitions, in addition to the general exclusions and limitations not expressly waived, **the cover does not apply to damage to exhibits.**

#### **Special Conditions for bathing establishments**

The cover includes damage caused by the operation of a bathing establishment, attached to the declared bar/restaurant activity, provided that at least one employee meets the legal requirements for the operation of the establishment.

#### **There are coverage limits**

The guarantee operates for an establishment with:

- number of beach umbrellas not exceeding 60,
- number of chartered vessels not exceeding 10.

If at the time of the Loss or Damage, even one of the two numerical limits is exceeded by more than 20%, the cover due shall be reduced in proportion to the ratio of the numerical limit established above for the risk element affected by the excess to the actual number of risk elements of the same type resulting.

For rental activities, the guarantee shall apply, both vis-à-vis users and third parties, exclusively for serious or very serious bodily injury (as defined in Article 583 of the Criminal Code) with the exclusion of all damage to property.

#### **What is not insured**

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to:

- rental of motorised watercraft and in any case of a length not exceeding 6.50 metres;
- the practice of underwater sports, motor sports (e.g. water skiing), aerial sports (e.g. parasailing, kite surfing), the towing of floats (e.g. banana boat) and the practice of diving as well as the organisation of sporting activities involving physical contact;
- damage to third-party equipment used for organised activities;
- organisation on the beach of events and rallies open to the public and firework shows in general;
- ownership and/or management of indoor sports facilities and structures.

#### **Special Conditions for game rooms**

In connection with this activity the guarantee:

- also applies to liability arising from failure to comply with obligations to supervise minors incumbent on the Insured;
- **does not operate in connection with the use of inflatables higher than 2 metres from the ground and trampolines.**

In the event of recall in the Summary Sheet of the Optional cover "Inflatables and Trampolines", damages arising from the use of inflatables not exceeding 4 metres in height and trampolines shall be deemed to be included.

### ***Art. 1.2 Third Party Liability Cover - Specific Cover***

#### **SALE**

##### **Online trade**

The cover also applies in the event that all or part of the insured activity is carried out under a distance selling regime (Legislative Decree No. 21 of 21 February 2014).

##### **Damage from goods sold**

The cover includes damage caused, even after delivery to third parties, by goods sold that **are not produced or processed by the Insured.**

### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to:

- damage resulting from a defect or original defect in the products themselves or their components (even if imported by the Insured) and in any case damage caused by animals after delivery to the purchaser;
- damage to the goods themselves, the costs of repairs, replacement, recall or replacement, their countervalue as well as damages resulting from loss of use or availability.

### How the cover operates

The cover operates for claims submitted to the Insured:

- for the first time during the period of effectiveness of this contract for damages relating to products sold or otherwise delivered during the same period of effectiveness;
- provided that such damage occurs no later than two years after the sale or in any case after delivery of the product.

The maximum sum per claim also represents the limit of cover for each insurance year.

In the event of a new policy that replaces without interruption a previous policy, both taken out with Generali Italia for the same risk and with **similar cover** governed by the same time validity regime, the cover shall operate according to the **contractual rules of the new policy** and within **the compensation limits of the previous policy**:

- for claims of which the Insured becomes aware during the effective period of the new Policy even if they originate from products sold or otherwise delivered during the effective period of the replaced Policy;
- provided that the damage occurs no later than two years after the sale or in any case after delivery.

In the event of a change in the compensation limits of the cover during the term of the contract, **the limits existing prior to the change shall continue to apply for claims arising** from events occurring before the **change**.

### Own production

In relation to the activities for which the relevant description provides, the "Damage from things sold" cover also includes, within the same limits of cover, damage caused by things produced or processed by the Insured and therefore, for the latter, also damage deriving from a flaw or original defect in the products themselves or their components.

### There are coverage limits

This extension operates if the items produced or worked by the Insured:

- are sold and/or administered directly to final consumers;
- are supplied to final consumers by bars, restaurants, hotels to which the Insured sells its products;
- are administered to final consumers as part of events organised by companies to which the Insured sells its products.



**How does the guarantee operate under the 'claims made regime'? Example 1:**

- Cover active from 1 January 2020 to 31 December 2020
- Product sold in June 2020
- Claim received March 2021 The guarantee is not operative.

**Example 2:**

- Cover active from 1 January 2020 to 31 December 2023
- Product sold in June 2020
- Claim received March 2021 The guarantee is operative.

**What happens to 'claims made' guarantees in the event of a policy change?**

**Example 1:**

- Cover active from 1 January 2020 to 31 December 2020
- New policy from 1 January 2021 with the same cover and limit of compensation
- Product sold in June 2020
- Claim received March 2021 The guarantee is operative.

**Example 2:**

- Cover active from 1 January 2020 to 31 December 2020
  - New policy from 1 January 2021 with the same cover and higher limit of compensation
  - Product sold in June 2020
  - Claim received March 2021
- The guarantee is operative but the limit in force when the product was sold operates.

**Special Conditions for the rental of media, dvds, videogames**

In connection with this activity, the guarantee covers damage caused by the rented goods that occurs, even after delivery to the users, while the users are in possession of the goods, **provided that the guarantee is in force.**

**There are coverage limits**

**The extension operates with the following limitations:**

- **bodily injury is insured provided that the event results in death or serious or very serious bodily injury as defined in Article 583 of the Criminal Code;**
- **property damage is insured with an absolute deductible of € 150.00 and a maximum limit of compensation of EUR 4,000.00 per damage;**
- **damages from loss of use and interruption/suspension of activities are excluded.**
- **the limit of compensation per claim shall also be deemed to be the Company's maximum outlay for each insurance year.**

**What is not insured**

**In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to property damage caused by fire, explosion and bursting of the hired goods.**

**DAMAGE TO THINGS**

**Damage to customers' property**

The cover includes damage arising from the destruction or deterioration of items worn or carried by third parties and not handed over to the Insured, other than vehicles, when they are in **places where the insured activity is carried out, provided they are not handed over to the Insured.**

If the Insurant has a wardrobe room with a dedicated custodian, the cover includes both damage due to destruction or deterioration of items, other than vehicles, handed over to this service (and therefore held by the Insurant) and damage due to theft, robbery, misappropriation or loss, **with the understanding that damage to money, valuables, credit instruments and securities in general are excluded.**

### There are coverage limits

The extension operates with the application, for each claim, of an absolute Deductible of €150.00 per damaged party and a limit of compensation of €2,500.00 per damaged party, as well as with the application of an overall limit of compensation of €25,000.00 per insurance period per year.

### Damage to parked or loaded and unloaded vehicles

The cover includes damage to vehicles and watercraft stationed or under loading and unloading within the premises where the Insured Party carries out the insured activity, with the exclusion of vehicles and watercraft in storage and/or the object of the insured activity.

### There are coverage limits

An absolute deductible of € 250.00 is agreed for each damaged vehicle.

### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to:

- damages for non-use;
  - damage to property on or in the vehicles, vessels themselves; as well as
- for liability attributable to the custody of vehicles and vessels.

### Damage to property in delivery

The cover includes compensation **only** for **material and direct damage** to the movable property of third parties held by the Insured.

### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to damage to

- customers' property and vehicles or vessels for which the foregoing applies;
- goods instrumental to the activity for which the insurance is provided;
- things that have been, are or are to be the subject of such activity and/or transported.

### There are coverage limits

This extension is provided with an Excess to be borne by the Insured Party of 10% of each loss with an absolute minimum, per claim, of €250.00 and up to the limit established in the policy for material damage, with a maximum of €25,000.00 per claim and insurance year.

### Special Conditions for laundries

In relation to this activity, the cover includes compensation for material and direct damage to the garments being washed caused by accidental malfunctioning of the machinery, subject to **the exclusion of damage caused by fire, explosion and/or bursting.**

### There are coverage limits

This extension is covered with an Excess to be borne by the Insured Party of 10% of each loss with an absolute minimum, per claim, of €250 and up to the limit established in the policy for material damage, with a maximum of €5,000 per claim and €10,000 per insurance year.

### Special Conditions for petrol stations

This activity includes:

- **material** damage to motor vehicles under refuelling, **however, damage resulting from other operations (greasing, etc.) is excluded;**
- **property** damage from the supply of fuel (excluding the supply of additives) unsuitable for the vehicle, **provided that the supply is carried out by the Insured Person's employees.**

### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to damage due to lack of custody, lack of use and damage to property on or in the means themselves.

### There are coverage limits

This extension is provided with a fixed Excess of €500.00 per damaged vehicle and up to a maximum limit per claim and per insurance year of €25,000.00.

## TRAFFIC DAMAGE

### Traffic damage caused by forklifts designed for handling goods

The cover includes traffic damage caused by forklifts pursuant to Article 58, lett. c) of the Highway Code (whether forklifts, transporters or tractors) that are **not registered and do not have a certificate of registration**, insofar as they are used to operate mainly inside factories, warehouses and depots to connect several departments of the same and to carry out loading and unloading operations, if said forklifts make short and occasional journeys on the road or areas equated to the road **under the conditions established by the applicable regulations in force** (Decree of the General Directorate for Motorisation dated 14.01.2014 and subsequent amendments).

In the absence of authorisation by the competent authority (Art. 4 of the aforementioned Decree) as well as in the event of non-compliance with all the requirements of the regulations (Art. 2 and 3 of the aforementioned Decree), this extension shall be considered inoperative.

### **What is not insured**

**The general exclusions and limitations not expressly derogated from, and in particular the exclusion of damage to transported, towed or lifted goods, shall remain unaffected.**

### Traffic Damage - Self-Employed Policyholders

The cover includes civil liability that may be incurred by the Insurant pursuant to Article 2049 of the Civil Code **as principal of its employees** registered in the Workers' Register and duly qualified to drive, who, on its behalf, drive cars, trucks, motorbikes and mopeds, provided that these vehicles are not owned or leased by the Insurant, unless they constitute a fringe service for the employee and are used by the employee for work or leisure. The cover also includes damage due to death or personal injury suffered by third parties transported. Persons who are not with the driver in the relationships referred to in Art. 1.1 paragraph "Qualification of third parties" letter b) shall not be considered third parties.

### **There are coverage limits**

**This cover is provided with an absolute deductible of €250.00 per claim.**

## CONDUCTION AND OWNERSHIP

### Management and ownership of buildings and car parks where the activity takes place

The guarantee covers damage:

- arising from the management;
- attributable to the property or other right in rem owned by the Insured (**if the Optional Cover "Exclusion of Third Party Liability for Real Estate" is included in the Summary Sheet, the Cover does not apply for risks attributable to property or other right in rem**);

of the buildings or premises where the insured activity is carried out (locations indicated in the Summary Sheet and/or any warehouses that serve as an accessory to the insured commercial activity as long as they are no more than 300 metres from the same). Buildings are understood to include their appurtenances and fixed installations in their service, doors and windows, gates or doors, however operated, boundary walls, fences in general, green areas and trees, including tall trees.

If the business activity is qualified as "itinerant" and the location indicated in the Summary Sheet is stacked as a dwelling, the cover only applies to the premises pertaining thereto stacked as a garage.

The guarantee covers damage resulting from:

- the ownership of tents and dehors on open spaces pertaining to the business;
- ownership and operation within the company of vending machines for packaged food and beverages.

The cover also includes damage deriving from ordinary maintenance work. For extraordinary maintenance work, and in any case for work involving the use of scaffolding and scaffolding, the cover operates exclusively for the civil liability that is incumbent on the Insurant in its capacity as principal of such work. **It operates exclusively if the work is entrusted to companies that have compulsory insurance for accidents at work.** It also includes damage for which the Insurant is liable in its capacity as principal of works that fall within the scope of Legislative Decree 81/2008, provided that:

- the Insured Party has appointed the works supervisor, the design coordinator and the works execution coordinator, in accordance with the provisions of Legislative Decree 81/2008;
- death or serious or very serious bodily harm as defined in Article 583 of the Criminal Code resulted from the event.

#### There are coverage limits

An absolute deductible of € 200.00 per loss occurrence shall apply for damage resulting from water spillage or sewer backflow.

#### What is not insured

Apart from the general exclusions and limitations not expressly waived, this extension does not apply:

- damage resulting from dampness, dripping or insalubriousness of the premises;
- damage resulting from extension, superelevation or demolition works.

In the event of a reference in the Summary Sheet to the Optional Cover "Exclusion of Property Liability", the cover does not apply to risks attributable to property.

In any case, cover does not apply to liability arising from the ownership of buildings other than the buildings where the insured activity takes place.

The cover extends to the areas pertaining to the buildings or premises where the insured activity is carried out that are used as parking areas for the insured business, **provided that the surface area of the parking area does not exceed 300 square metres**. If the "Extended Parking" Optional Cover is specified in the Summary Sheet, the maximum surface area of the parking area shall be increased to 1,500 square metres.

#### There are coverage limits

An absolute deductible of € 250.00 shall apply for each damaged vehicle.

If, at the time of the claim, the size limit of the car park is exceeded by more than 20%, the cover due shall be reduced in proportion to the ratio of the numerical limit established above to the actual size of the car park.

#### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to:

- liability arising from failure to keep vehicles in safekeeping;
- liability arising from insufficient road signs;
- liability arising from failure to remove snow and/or ice from the traffic area;
- damage to vehicles caused by flooding or inundation;
- damage to property on or in the vehicles themselves;
- damage caused by loss of use of the vehicles or property on or in the vehicles.

#### SPECIAL CONDITIONS for restaurateurs

The cover includes the management of **no more than six furnished rooms** with a **total of no more than twelve beds**, located in the same building as the business establishment, in which the Insured provides clients, in addition to the catering service, with accommodation including electricity, cleaning and change of linen.

This extension operates on condition that the accommodation is duly authorised by the competent authorities.

#### There are coverage limits

**If even one of the aforementioned limits is exceeded, this extension shall not apply.**

#### Advertising signs

The guarantee covers liability arising from the ownership and maintenance of signs, billboards and banners, wherever installed within the territory of the Italian Republic, the Republic of San Marino and the Vatican City State.

#### Accidental pollution

The cover includes damage resulting from pollution caused by sudden ruptures of plant, pipes and equipment at the company's premises, **with the exclusion of cases of gradual pollution**.

#### There are coverage limits

This extension is lent:

- with application of a 10% Excess, with an absolute minimum of €2,500.00 per claim;
- up to the limits indicated in the policy and in any case not exceeding a maximum amount of €200,000.00 per claim and per insurance year.

### **Recreational areas**

The cover includes damage arising from the presence of recreational areas attached to the business premises **with a surface area of no more than 100 square metres**.

#### **There are coverage limits**

**If the aforementioned limit is exceeded, this extension shall not apply.**

#### **What is not insured**

**The guarantee does not apply in connection with the use of inflatables higher than 2 metres from the ground and trampolines.** In the event of recall in the summary sheet of the Optional COVER "Inflatables and trampolines", damage arising from the use of inflatables not exceeding 4 metres in height and trampolines shall be deemed to be included.

**In addition to the general exclusions and limitations, this extension does not apply to the custody or supervision of minors.**

### **Security**

The guarantee covers damage resulting from:

- by the security service with guards, including armed guards;
- by dogs guarding company premises;
- the use of weapons held in accordance with the law for the purpose of self-defence during a robbery committed or attempted.

#### **There are coverage limits**

**For guard dogs, the cover shall apply if the damage occurs on a company premises and an deductible of € 150.00 is applied in the event of damage to property.**

#### **What is not insured**

**The cover does not apply to pit bulls, rottweilers and Dobermans. However, if the Optional Cover "Presence of dangerous guard dogs" is referred to in the Summary Sheet, cover shall also apply to pit bulls, rottweilers and Dobermans.**

### **Statutory services**

The guarantee covers damage resulting from:

- the provision of company health services, provided in outpatient clinics, infirmaries and first aid stations at company premises;
- the management of fire-fighting services, carried out by specially trained personnel.

### ***Art. 1.3 Third Party Liability Cover for Employers***

#### **Object**

Generali Italia shall indemnify the Insurant up to the sums indicated in the Summary Sheet for this Section of the sums that the Insurant is obliged to pay (capital, interest and expenses) as civilly liable:

- a) pursuant to Articles 10 and 11 of Presidential Decree No. 1124 of 30 June 1965 and Article 13 of Legislative Decree of 23 February 2000  
No. 38, **for accidents** (excluding occupational diseases) for which INAIL is obliged to provide a service, suffered by employees insured under the aforementioned Presidential Decree No. 1124 of 30 June 1965 and Legislative Decree No. 38 of 23 February 2000 and employed in the activities for which insurance is provided;
- b) in accordance with the Civil Code as compensation for damages not covered by Presidential Decree no. 1124 of 30 June 1965 and Legislative Decree no. 38 of 23 February 2000, caused to the workers referred to in point 1) above, for death and personal injury;

wherever the accident occurs as long as it relates to the exercise of the activity declared in the Summary Sheet.

For the owner, partners and assisting family members, all of whom are subject to compulsory INAIL insurance, the cover is limited to the INAIL recourse referred to in point a) above.

**The guarantee is effective on condition that, at the time of the claim, the worker is in order with the legal insurance obligations or that, if the Insured's employee is not in order, the irregularity derives from a proven and involuntary misinterpretation of the regulations in force.**

### There are coverage limits

With regard to the personal injuries referred to in point b), only those from which a permanent disability (excluding occupational illnesses) of no less than 6% has resulted, calculated according to the table of impairments referred to in Article 13 paragraph 2 letter a) of Legislative Decree no. 38 of 23 February 2000, are included in the cover.

In the event that the Optional Cover "Employment Practices Liability with Excess in Value" is recalled in the Summary Sheet, the cover referred to in point b) is afforded for death and personal injury resulting in permanent disability (excluding occupational illnesses) with an absolute Excess, payable by the Insured, of euro 3,000.00/5,000.00 per injured worker.

### What is not insured

In the event of a reference in the Summary Sheet to the Optional Cover "Exclusion of Third Party Liability towards Employees" and of a reference to the "Not Insured" maximum sum per employee, the entire Art. 1.3 (Third Party Liability towards Employees) shall be considered abrogated and the relevant covers shall not be operative.

### Additional employees

For the purposes of this guarantee, they are equated with Insured Persons for the purposes of a) and b) above:

- a) the Insured's workers under an occasional service contract (a voucher, Law No. 96 of 21 June 2017, Article 54 bis);
- b) self-employed collaborators and workers in general subject to compulsory INAIL insurance, whom the Insured uses in compliance with the legislation in force to carry out part of the activities for which the insurance cover is provided, **subject to the following limitations.**

### There are coverage limits

The cover does not apply to the personnel of companies to which the Insured has subcontracted or administered or with which it carries out services other than Ordinary Services in consortium form, except for the reference in the Summary Sheet to the Optional Cover "Third Party Liability for Contracted Activities".

The cover does not apply to non-subordinate workers employed by the Insured, on its own account or through platforms managed by third parties (Legislative Decree no. 81 art. 47-bis of 15 June 2015), in home delivery activities of goods with the aid of velocipedes or motor vehicles except for the reference in the Summary Sheet of the Optional Cover "Home deliveries by non-subordinate workers".

### Damage to property of employees

The cover also includes damage to property and vehicles of the employees falling within the scope of this cover in the same manner and within the same limits as those provided for clients in the Third Party Liability cover.

### What is not insured

**This extension does not include damage to property and vehicles when they are used in the performance of the activity carried out on behalf of the Insured.**

### **Art. 1.4 Personal liability of employees**

Guarantees:

- Third Party Liability;
- Civil Liability towards Employers;

shall also apply to the personal and direct liability of the Insured and, in the case of a legal entity, of the directors and legal representative arising out of an Accident recoverable under this Section.

In relation to the Third Party Liability Towards Employers cover, the extension shall also cover the liability attributable to the "Prevention and Protection Service Manager" (whether or not an employee of the Insured) pursuant to Legislative Decree 81/2008. If the latter is not an employee of the Insured Party, the insurance cover is **limited to the activity performed for the insured company.**

The limits set forth in the Summary Sheet for the damage relating to the claim shall, for all purposes, remain the same, even if several Insured Persons are jointly liable among themselves.

### **Art. 1.5 Compensation**

The Third Party Liability and Employment Practices Liability guarantees shall also apply in relation to actions for compensation brought by any party and in particular for those brought by social security institutions such as INPS (Italian National Social Security Institute) (Law No. 222 Art. 14 of 12 June 1984).





## What is NOT insured?

### Art. 2.1 Exclusions

In relation to the cases provided for in this article, the guarantee shall be deemed **never to be in force**, without any possibility of derogation.

**The Third Party Liability and Employment Practitioner Liability guarantees do not apply:**

- a) for damage arising from the possession or use of radioactive substances or apparatus for the acceleration of atomic particles as well as damage occurring in connection with transmutation of the atom nucleus or radiation caused by the artificial acceleration of atomic particles;
- b) for damage resulting from the possession or use of explosives;
- c) for damages of any nature directly or indirectly arising from asbestos or products containing asbestos;
- d) for damages of any kind directly or indirectly resulting from electromagnetic waves or fields;
- e) for damage deriving from activities carried out by the Insured Party or on its behalf inside tanks, reservoirs, vats and other places that may be classified as pollution-suspect or confined environments pursuant to Legislative Decree 81/2008 and Presidential Decree 177/2011;

**Third Party Liability cover also excludes damages:**

- f) for which the Insured Person is liable for liabilities voluntarily assumed and which do not derive directly from the law;
- g) arising from work carried out by the Insured or on his behalf within the so-called "airside area" of airports and in any case damage to aircraft as well as work carried out on offshore infrastructure;
- h) arising from the use of motor vehicles, machinery or equipment that are driven or operated by a person who has not attained the age of 16 years, or who does not meet the psychophysical requirements for qualification under the applicable provisions;
- i) deriving from malicious acts that affect the Insured Person's computer system through illegal access to the same and/or the data contained therein, interception of data transmissions, interference that causes damage, disclosure, unavailability of data, also excluding damage deriving from computer viruses or malware (understood as any unauthorised code that replicates itself through a computer system or network, however it is called - computer virus, logic bomb, worm, Trojan horse, etc.);
- j) to underground pipes and installations in general, to buildings and property due to settlement, subsidence, landslides or vibrations of the ground, for whatever cause.





### Are there any coverage limits?

#### Art. 3.1 Limits of Cover

In relation to the cases provided for in this article, the guarantee shall be deemed to be inoperative unless an **express waiver** is provided for under the **Basic cover** or under **Optional covers**.

**Third Party Liability cover does not apply for damages:**

- a) caused by machines, goods and products manufactured, repaired, processed or sold after delivery to third parties;
- b) caused by works, installations in general, repairs, maintenance, installation carried out by third parties and not occurring during the execution of the works;
- c) to property that the Insured or anyone acting on his behalf holds in any capacity;
- d) to things that the Insured Person or anyone on his behalf tows or transports on means of transport, including during loading or unloading and while stationary in the course of such operations;
- e) to things raised by the Insured or his representative;
- f) to means of transport under loading or unloading or parked in the course of carrying out such operations;
- g) to works under construction, to things on which the Insured or those on his behalf carry out works;
- h) to things within the scope of the performance of activities carried out by or on behalf of the Insured;
- i) to property of others resulting from fire explosion and bursting of the Insured's property or property in his possession;
- j) for which the Insured Person is liable pursuant to Articles 1783, 1784, 1785 bis and 1786 of the Civil Code, and in any case by theft, robbery, misappropriation or loss;
- k) from driving on public roads or similar areas by motor vehicles, from the navigation of motorised vessels and from the operation of aircraft;
- l) of whatever nature and for whatever cause, resulting from pollution, interruption, impoverishment or deviation of springs and watercourses, alteration or impoverishment of aquifers, mineral deposits and in general of whatever is found in the subsoil susceptible to exploitation.

Punitive exemplary damages are also excluded.

#### Art. 3.2 Frontal deductible

Insofar as the optional "Front Deductible" Cover is referred to in the Summary Sheet, for each claim relating to Third Party Liability and Employment Practitioner Liability Cover, the compensation shall be paid with application of the Deductible indicated in the Schedule.

This deductible supersedes any other lower deductible or minimum overdraft amount (expressed in monetary value) stated in the Conditions of Insurance and in the optional warranties applicable to this Cover.



### Where does the coverage apply?

#### Art. 4.1 Territorial validity

Third Party Liability cover operates, under the terms of the contract, for damage occurring worldwide.

#### There are coverage limits

**In the USA and Canada, the cover only applies to damage resulting from participation in trade fairs, exhibitions and markets held in those countries.**

**In any case, damages occurring outside the territory of the European Union, the United Kingdom, and Switzerland shall be settled with the application of an absolute Deductible (or minimum Excess) of €1,000.00 per claim, without prejudice to the higher compensation limits envisaged.**

The Borrower's Liability cover is contractually effective worldwide.



## When and how do I pay?

### Art. 5.1 Premium calculation

The premium for the Third Party and Employers Liability Cover is calculated on the basis of risk elements that cannot vary. The Policyholder therefore declares at the time of the activation of this Cover the maximum number of Employees envisaged for the period of duration of this Cover.

For the purposes of declaring the number of employees, persons registered in the Single work ledger with a fixed-term employment contract of less than or equal to six months are counted as half a unit while those with a contract of more than six months are counted as a whole unit.

This upper limit is taken as the basis for calculating the annual premium for the Guarantee.

### What obligations I have

**If during the term of this contract this number exceeds the limit indicated in the Summary Sheet, the Insurant must notify Generali Italia in accordance with Article 7 "Declarations by the Policyholder" of the Modulo Generale. If the Insurant unintentionally omits to report this increase, Generali Italia shall waive application of the provisions of the last paragraph of Article 1898 of the Civil Code provided that the variation does not exceed two units.**

In the event of recall in the Summary Sheet of the Optional Guarantee "Tolerance Variation Tolerance" this tolerance limit shall be raised from 2 units to 50% of the number of Employees indicated in the Summary Sheet with a minimum of 4 units.

Should the number of employees indicated in the Summary Sheet be less than 5, the tolerance limit will still be counted from 5.

### How is the maximum number of employees determined?

#### Example

One restaurant has:

- Working members: 2
  - Permanent employees: 1
  - Employees with a fixed-term contract of 6 months or less: 3
  - Employees with fixed-term contracts of more than 6 months: 4
- Determination of maximum number of employees to be declared:  $2 + 1 + (3 \times 0.5) + 4 = 8.5$

### What happens if the number of employees changes?

#### Example 1

- Number of declared employees: 10
- Tolerance limit number of employees: 2
- Number of actual employees:

12 The Cover is operative.

#### Example 2

- Number of declared employees: 10
- Tolerance limit number of employees: 2
- Number of actual employees: 15

The cover is operative but the compensation due is reduced in proportion to the ratio between the premium calculated on the basis of 10 employees and the premium calculated on the basis of 15 employees:

- Premium for 10 employees: euro 200, premium for 15 employees: euro 300
- Ratio of premiums paid and due  $2/3$  (euro 200/300)
- Compensation due reduced by  $1/3$ .

### **Art. 5.1 Calculation of the adjustable premium**

The premium for Third Party and Employment Practitioner Liability Cover is calculated on the basis of **risk elements that may vary**. It is provisionally advanced in accordance with Article 12 "Payment of the premium and start of cover - Payment of premium - Cooling-off period" of the Modulo Generale on the basis:

- **of the regulation rate,**
- **of the annual budgeted amount of Revenues from Sales and Services,**

set out in the Summary Sheet in relation to this Guarantee.

The premium, net of tax, shall then be adjusted at the end of each insurance annum (or the shorter term of the contract), according to the final amount of the Revenues from Sales and Services for the same period in accordance with Article 1.3 "Adjustment of Premium" of the Common Provisions of this Form. The minimum premium payable by the Policyholder shall be that established in the Summary Sheet.



### **When does the coverage start and end?**

### **Art. 6.1 Operation of the cover**

Unless otherwise provided, the Guarantee operates as a consequence of acts performed during the period of its effectiveness.



### **What is insured? Optional guarantees**

### **Art. 7.1 Optional covers**

#### **Third party contracting liability**

Pursuant to Art. 26 of Legislative Decree 81/2008 (Protection of Health and Safety in the Workplace) and in any case in the manner envisaged in Art. 1.3, the Third Party Liability cover towards Employers shall also be extended to the owners and employees of companies to which the Insurant has entrusted the work:

- activities that are complementary to the activities declared in the Summary Sheet, **provided that such activities or services are performed at the locations indicated in the Summary Sheet** (or at another location contemplated by a specific consortium or business network contract having a date certain prior to the occurrence of the **Insured Event**) **and are included in the Insured Person's final invoice to third parties;**
- services of installation, laying, removal, repair and maintenance of items that are the subject of the activity declared in the Summary Sheet, **provided that such work results from the declared activity and is carried out at the domicile of the Insurant's clients within the scope of activities that are the subject of invoicing by the Insurant;**

as well as with respect to agents and representatives of the Insured Person who carry out their activities in the form of a business enterprise, notwithstanding the exclusion of cases of franchising.

**The extension operates on condition that the aforementioned workers have compulsory work accident insurance.**

The Third Party Liability cover is also extended (for basic covers and optional covers) to cover damage caused to third parties by owners and employees of the companies referred to in the preceding paragraphs, in the manner and within the limits set out in the Conditions of Insurance.

#### **What obligations I have**

The Policyholder declares, also for the purposes of calculating the premium for this Cover, that the portion of the above activities or services outsourced is **no more than 30%** of the value of the company's annual turnover (for each year of the duration of the Cover). This limit does not apply to agents and representatives.

**If this percentage is exceeded, the Policyholder shall immediately notify the Company<sup>1</sup>.**

#### **Home deliveries by non-employed persons**

The Civil Liability to Third Parties and Civil Liability to Employers guarantees also operate in relation to non-subordinate workers employed by the Insured, on its own account or through platforms managed by third parties (Legislative Decree no. 81 art. 47-bis of 15 June 2015), in home delivery activities of goods with the aid of velocipedes or motor vehicles.

**The extension operates on condition that the aforementioned workers have compulsory work accident insurance.**

### **Belated liability**

If the Insured Person:

- carries out repairs or maintenance at the company's premises in line with the declared activity; and, if the declared activity also includes 'installation and maintenance at third parties',
- carry out installation, dismantling, repair, maintenance and installation work at third parties;

of things falling within the scope of the activity indicated in the Summary Sheet - **excluding building and masonry work** - the cover extends to damage resulting from errors or defects in the execution of the aforementioned activities even if such damage occurs after the work has been completed or returned to the customer, provided that the appropriate tax documentation has been issued.

### **How the cover works**

**This extension applies to claims submitted to the Insured:**

- **for the first time during the period of validity of this contract for damages relating to work performed during the same period of validity;**
- **provided that such damage occurs no later than one year after the execution of the work itself.**

In the event of a new policy that replaces without interruption a previous policy, both taken out with Generali Italia for the same risk and with **similar cover** governed by the same time validity regime, the cover shall operate according to the **contractual rules of the new policy** and within **the compensation limits of the previous policy**:

- for claims of which the Insured becomes aware during the period of validity of the new Policy even if they originate from events occurring during the period of validity of the replaced Policy;
- provided that the damage occurs no later than one year after the execution of the work.

In the event of a change in the compensation limits of the cover during the term of the contract, **the limits existing prior to the change shall continue to apply** for claims arising from events occurring before the **change**.

### **What is not insured**

**Apart from the general exclusions and limitations not expressly waived, this extension does not apply to damages:**

- a) **equipment and other property installed and/or subject to repair and/or maintenance work, including vehicles, watercraft and aircraft, the costs of their removal, replacement or repair, as well as damages resulting from loss of use or unavailability;**
- b) **suffered by refrigerated goods due to failure to produce or abnormal distribution of cold;**
- c) **from the original defect or defect in the products or designs, whoever manufactured or drafted them;**
- d) **by lack of or untimely maintenance work;**
- e) **by unsuitability for the use for which the plant, machinery and equipment are intended.**

### **There are coverage limits**

The sums insured indicated in the Summary Sheet for this Section represent the compensation limits to be borne by Generali Italia also for claims eligible for Compensation under the terms of this extension, on the understanding that, with regard to material damage and to related interruption or suspension of activities, the compensation to be paid by Generali Italia shall in no case exceed the amount of €250,000.00 per claim and per insurance year.

This extension is provided with an overdraft to be borne by the Insured Party of 10% of the amount of the claim, with a minimum of €250.00.

### **Special Conditions for dealers' workshops**

Limited to partial maintenance work and installation or replacement of parts of the vehicle or vessel, and partially derogating from exclusion a) of this optional cover, material damage to vehicles and vessels on whose parts such work has been performed shall be deemed to be included.

### **There are coverage limits**

**This extension is limited to € 25,000.00 per claim and € 50,000.00 per insurance year, with the understanding that the minimum overdraft indicated above shall be raised to € 1,000.00.**

### **What is not insured**

**The exclusion of damage to installed objects and parts directly subject to the repair and/or maintenance work as well as damage resulting from non-use or non-availability remains unaffected.**

### **Supplier's liability**

In connection with the retail business and exclusively within the scope thereof, the "Damage by things sold" guarantee shall be deemed extended to the supplier's liability pursuant to Section 116 of the Consumer Code, including for damage resulting from defects or original defects in products (or components thereof) sold or supplied directly to end consumers.

### What is not insured

In addition to the general exclusions and limitations not expressly waived and to those provided for in the "Damage by things sold" guarantee, this extension does not apply in relation to sales to other companies and "professionals" in general as defined in Article 3 of the Consumer Code.

### There are coverage limits

In addition to the limits of cover envisaged for the Sale of Goods cover, for claims indemnifiable under this extension, Generali Italia's disbursement may in no case exceed the amount of

- euro 100,000.00 per claim per insurance year for material damage;
- Euro 50,000.00 per claim and insurance year for damage due to loss of use and business interruption or suspension.

The limit of compensation per claim also constitutes Generali Italia's maximum outlay for each insurance year.

### RC rental activities

The description of the activity declared in the Summary Sheet shall also be supplemented by the following: "Hire of goods of the same type as those covered by the activity declared."

The cover includes damage caused by the rented goods that occurs during the possession of the goods by the users, provided that **the number of rented goods does not exceed a total of 25 units**.

### There are coverage limits

The extension operates with the following limitations:

- **bodily injury** is insured provided that the event results in death or serious or very serious bodily injury as defined in Article 583 of the Penal Code;
- **property damage** is insured with an absolute deductible of € 150.00 per damaged person and a maximum limit of compensation of € 4,000.00 per damaged person;
- **damages from loss of use and interruption/suspension of activities** are excluded;
- **the limit of compensation per claim** shall also be intended as the maximum outlay of Generali Italia for each insurance year.

If at the time of the claim the limit of 25 units is exceeded by more than 20%, the cover due shall be reduced in proportion to the ratio between the numerical limit set and the actual number of units rented.

### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to property damage caused by fire, explosion and bursting of the hired goods.

### RC rental activities

The description of the activity declared in the Summary Sheet shall also be supplemented by the following:

"Rental of goods of the type indicated below, in a number not exceeding the units indicated below:

- 01 - TEST
- 02 - TEST2

The guarantee covers damage caused by the rented goods that occurs while the users are in possession of them, provided that the guarantee is in force.

### What obligations I have

If the number of rented goods indicated above is exceeded, the Insured Person shall immediately notify the Company<sup>2</sup>.

### There are coverage limits

The extension operates with the following limitations:

- **bodily injury** is insured provided that the event results in death or serious or very serious bodily injury as defined in Article 583 of the Penal Code;
- **property damage** is insured with an absolute deductible of € 150.00 per damaged person and a maximum limit of compensation of € 4,000.00 per damaged person;
- **damages from loss of use and interruption/suspension of activities** are excluded;
- **the limit of compensation per claim** shall also be deemed to be the Company's maximum outlay for each insurance year.

### What is not insured

In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to property damage caused by fire, explosion and bursting of the hired goods.

### **Incorrect stowage**

If the Insured person stows its own goods on the means of transport and/or in third-party containers, the cover is understood to extend to bodily injury and material damage caused to third parties as a result of incorrect stowage, even after delivery to the carrier.

### **How the cover works**

**This extension shall apply to claims made against the Insured during the period of validity of this cover for damage relating to stowage during the same period, provided that such damage occurs no later than 60 days after delivery of the goods to the carrier.**

In the event of a new policy that replaces without interruption a previous policy, both taken out with Generali Italia for the same risk and with **similar cover** governed by the same time validity regime, the cover shall operate according to the **contractual rules of the new policy** and within **the compensation limits of the previous policy**:

- for claims of which the Insured became aware during the period of validity of the new Policy even if they originated from stowage made during the period of validity of the replaced Policy;
- provided that the damage occurs no later than 60 days after delivery to the carrier.

In the event of a change in the compensation limits of the cover during the term of the contract, **the limits existing prior to the change shall continue to apply for claims arising** from events occurring before the **change**.

### **There are coverage limits**

**The Insured Party shall pay a 10% overdraft for each Claim with a minimum limit of €1,500.00 and a maximum of €15,000.00.**

**This extension of cover is provided within the limits indicated in the Summary Sheet for this insurance policy, and in any case up to a maximum limit of compensation, per claim and insurance annum, of €500,000.00.**

### **What is not insured**

**In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to damage to containers and packaging, to stored and/or transported goods, nor to damage caused by fire, explosion and bursting, theft and loss, nor to damage caused by loss of use in general.**

### **Expenses for withdrawing pharmaceutical or herbal preparations**

Generali Italia guarantees the reimbursement of expenses incurred for the Cancellation and/or destruction of galenic products or other proprietary specialities.

This extension shall apply **provided that the products have caused bodily harm to third parties and/or there are reasonable grounds to believe that they may cause such harm, and/or the Authority has ordered their recall or destruction**. The expenses indemnified under this cover are only those incurred for:

- advertisements in print, radio or television media;
- transport operations necessary for the Cancellation of products;
- destruction of products.

However, the guarantee does not apply to:

- costs for the recall, transport and destruction of products manufactured not in accordance with current safety, health and hygiene regulations;
- expenses incurred for 'image recovery', such as promotional campaigns, advertising, promotional sales, etc.

**The guarantee applies to expenses incurred during the guarantee period and related to products sold and delivered during the same period.**

In the event of disagreement on the necessity, appropriateness and congruity of the expenses incurred, the parties have the right to grant, in a private contract, a mandate to decide whether and to what extent compensation is due, in accordance with and within the limits of the policy conditions, to a board of three experts appointed one by each party and the third by the parties by mutual agreement or, if not, by the President of the Court with jurisdiction over the place where the board of experts is to meet.

The board of experts shall reside at the place where the Policyholder or the Agency to which the policy is assigned is located. Each party shall bear its own costs and pay the expert appointed by it, contributing half of the expenses and fees of the third expert.

The decisions of the board of experts are taken by a majority of votes, without the legal formalities, and are binding on the parties even if one of the experts refuses to sign the relevant minutes.

### **There are coverage limits**

**The cover is afforded with an overdraft equal to 10% of the amount of each claim, with an absolute minimum of €200.00 and with a limit of compensation per claim and per insurance year equal to 10% of the limit of compensation for damage to property with a maximum limit of €200,000.**



### **Goods on the hook**

If the Insured lifts third-party goods during loading and unloading at a third party's premises, the cover extends to material damage that such goods may suffer as a result of falling.

#### **There are coverage limits**

The cover in these terms is afforded up to €15,000.00 per claim, with a limit of €30,000.00 for the same annual insurance period, subject to a 10% Excess per claim payable by the Insured, with an absolute minimum of €1,000.00.

If the fall of the lifted goods is the consequence of the accidental breakage of the mechanical equipment used, the compensation limits per claim shall be raised to €30,000.00, subject to the limits per insurance year set forth above.

In the presence of other insurance coverage, by whomsoever taken out, for the same risk or for the work to which the handling of the goods relates, the cover shall operate for the excess over the amount indemnified by such coverage.

#### **What is not insured**

In addition to the general exclusions and limitations not expressly waived, this extension does not apply to damage due to loss of use of the damaged property nor to damage due to fire, explosion and bursting of the lifted and fallen goods.

### **Workshops - Damage to vehicles and vessels**

If the Insurant also operates an adjoining workshop as part of the insured business activity - and makes mention of this in the declared activity - the cover is understood to extend to damage to clients' motor vehicles and watercraft that the Insurant has on consignment or deposit, provided that these are located in the area of the building where the insured activity is carried out, both covered and uncovered.

**The cover operates on condition that there are no more than six vehicle hoists or as many hoists for hauling and launching vessels in the area where the insured activities take place.**

Material damage caused to the aforementioned motor vehicles and vessels during moving and lifting operations (including hauling and launching) is included, but **damage resulting from work on the insured activity performed on such motor vehicles or vessels is excluded.**

Material damage to motor vehicles driven by workshop personnel while on the road within 20 km of the location of the workshop for work-related inspections is included, provided that the damage is not covered by third party motor liability insurance.

#### **There are coverage limits**

This extension is afforded with a fixed deductible of €500.00 per damaged vehicle or vessel, up to a maximum limit of €25,000.00 per claim and per insurance year, with the exception of damage caused by falls from lifting bridges or hoists, for which cover is afforded with a fixed deductible of €1,000.00 per damaged vehicle or vessel, up to a maximum limit of €10,000.00 per claim and €25,000.00 per insurance year.

If the limit of 6 hoists or hoist decks is exceeded at the time of the insured event, the cover due shall be reduced in proportion to the ratio of the numerical limit established to the actual number of hoists or hoist decks resulting.

#### **What is not insured**

In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to damage due to loss of custody, loss of use, and damage to property on or in the vehicle.

### **Car Washes - Vehicle Damage**

If the Insured Party also operates an annexed car wash within the insured service station, the cover extends to material damage caused to vehicles undergoing automatic washing operations due to the accidental malfunction or mechanical failure of the washing system, provided that a technical assistance and periodic maintenance contract is in force and the last inspection was carried out no more than twelve months prior to the date of the occurrence of the damage.

#### **There are coverage limits**

This extension is provided with a fixed Excess of Euro 500.00 per damaged vehicle and up to a maximum limit per claim and per insurance year of Euro 25,000.00.

#### **What is not insured**

In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to damage due to loss of custody, loss of use, wetting and damage to property on or in the vehicle.



### **Pool presence**

If the insured establishment (bar or restaurant) owns an uncovered swimming pool with a surface area of no more than 300 square metres, the cover extends to the liability arising from the operation of the same, provided that the facility complies with legal regulations and that at least one Employee meets the legal requirements for the operation of the same.

### **What is not insured**

**In addition to the general exclusions and limitations not expressly waived, this extension shall not apply to the organisation of water activities and in any case to damage resulting from the use of diving boards and platforms.**

### **Occupational disease liability**

In addition to the Third Party Liability cover towards the Employers as per Art. 1.3, Generali Italia undertakes to indemnify the Insured for any sums that the latter is obliged to pay (capital, interest and expenses) in its capacity as civilly liable pursuant to Arts. 10 and 11 of Presidential Decree no. 1124 of 30 June 1965 and Article 13 of Legislative Decree no. 38 of 23 February 2000, for occupational illnesses suffered by employees insured by the Insured pursuant to the aforementioned Presidential Decree and employed in the activities for which the insurance cover is provided.

**Workers who do not have an employment contract with the Insured are excluded.**

The owner, partners and co-employed family members, all of whom are subject to compulsory INAIL insurance, are equated with the Insured's employees, limited to the recourse exercised by INAIL.

### **How the cover operates**

**The cover shall apply to illnesses arising and manifesting themselves during the period of validity of this contract and resulting from culpable acts committed for the first time during the period of validity of this contract. Notwithstanding the foregoing, the cover shall also apply to claims made within six months from the date of termination of employment or from the date of termination of this Cover if earlier. If the reason for the termination of employment is the employee's retirement, this period shall be extended to twelve months, subject to the six-month period from the date of termination of the insurance if this occurs in the meantime.**

In the event of the seamless replacement of a policy taken out with Generali Italia, for the same risk and with a similar cover governed by the same validity period, the extension shall apply:

- under the regulatory conditions of this policy and within the limits of the disbursement of the replaced policy;
- for claims submitted to the Insured for the first time during the period of effectiveness of the insurance even if they originate from facts occurring during the period of effectiveness of the replaced policy.

The deadlines for termination of employment remain unaffected.

In the event of a change in the compensation limits of the cover during the term of the contract, the limits existing prior to the change shall continue to apply for claims arising from events occurring before the change.

### **There are coverage limits**

**The cover is provided up to the maximum amount per employee indicated in the Summary Sheet in relation to this Section or, if lower, up to the maximum limit of €500,000.00, which also represents the maximum exposure of Generali Italia for the entire duration of this contract.**

Should the latter limit be exhausted, at the request of the Insured Party, Generali Italia reserves the right to reinstate it under conditions to be established.

### **What is not insured**

**Apart from the general exclusions and limitations not expressly waived, this extension does not apply:**

- for cases of HIV infection;
- for relapses of occupational disease already previously compensated or indemnifiable;
- for consequential occupational diseases:
  - intentional non-compliance with the provisions of the law by directors or legal representatives of the company;
  - the wilful failure to prevent the damage, for failure to repair or adapt the means provided to prevent or contain pathogenic factors, by the directors and legal representatives of the company. This exclusion ceases to have effect after the adoption of measures that are reasonably suitable, in relation to the circumstances of fact and law, to remedy the pre-existing situation.

### What obligations I have

Without prejudice to the provisions of the Conditions of Insurance for the reporting of Civil Liability claims against employees, Generali Italia shall have the right to carry out inspections at any time for checks and/or controls on the state of the Insurant's establishments, inspections for which the Insurant must allow free access and provide all necessary information and documentation.



### Summary of insured sums, compensation limits, fixed and percentage excesses

#### Summary Sheet

A summary of the **insured sums, limits of compensation, Excesses and Deductibles** is provided in the attached Summary Sheet, which forms an integral part of this contract.

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<sup>1</sup> Pursuant to Article 1898 of the Civil Code

<sup>2</sup> Pursuant to Article 1898 of the Civil Code

## IN ACCORDO - LEGAL PROTECTION COVER

### Foreword

In relation to the regulations introduced by Legislative Decree No. 209 of 7 September 2005 - Title XI, Chapter II, Articles 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection claims to

DAS - Difesa Automobilistica Sinistri S.p.A.

with head office in via Enrico Fermi 9/B - 30175 Verona - Toll-free number: 800475633 - Mail: [sinistri@das.it](mailto:sinistri@das.it) hereinafter referred to as DAS for brevity.

All complaints, documents and any other elements relating to such claims must be sent to the latter.



### What is insured? Basic cover

#### **Art. 1.1 Insured expenses**

Generali Italia shall bear, in place of the Insurant, up to the insured sums indicated in the Summary Sheet for this Section, the expenses arising from the occurrence of a claim within the scope of the declared activity that has given rise to the disputes referred to in Art. 1.2 "Insured disputes".

The expenses covered are exclusively:

- a) extrajudicial assistance;
- b) for the intervention of a lawyer appointed to handle the litigation; in the event that the harmful event has occurred and, in the event of legal proceedings, is dealt with in one of the foreign countries covered by the guarantee (Art. 3.1), the Insurant may be assisted by two lawyers, one of whom is a lawyer in Italy and one before the competent foreign judicial authority;
- c) for the intervention of a domiciliary lawyer in the handling of the dispute.

#### **There are coverage limits**

**The cover operates with a limit of € 3,000.00 per dispute;**

- d) for the intervention of a court-appointed expert/technical advisor and/or a party's technical advisor;
- e) of justice;
- f) liquidated in favour of the other party in the event of losing the case, with the exclusion of any amounts resulting from joint and several liability;
- g) resulting from a settlement authorised by DAS, including the costs of the other party, provided that they have been authorised by DAS;
- h) to ascertain the subjects, ownership, modalities and dynamics of claims;
- i) of investigations to search for evidence in criminal proceedings;
- j) for the drafting of complaints, complaints, petitions to the Judicial Authority;
- k) of the arbitrators and the intervening lawyer, in the event that a dispute falling under the guarantee must be referred to and settled before one or more arbitrators;
- l) pertaining to compulsory execution.

#### **There are coverage limits**

**The guarantee operates with the limit of the first two attempts;**

- m) for the compensation, to be borne exclusively by the Insured Party and with the exclusion of that deriving from solidarity obligations, due to the Mediation Bodies, if not reimbursed by the counterparty for any reason, within the limits set forth in the tables of indemnities due to the Public Bodies;
- n) for the unified contribution towards the costs of court proceedings, if not reimbursed by the other party in the event of the latter's losing the case;

In addition, in the event of arrest, threat of arrest or criminal proceedings abroad, in one of the foreign countries covered by the guarantee (Art. 4.1), Generali Italia pays out:

- the costs for the assistance of an interpreter;
- costs relating to translations of minutes or procedural documents.

### Out-of-court dispute

Any claim for compensation and/or payment made by one party against another prior to the commencement of a lawsuit before a court.

#### Art. 1.2 Insured disputes

The guarantee only applies to:

- a) disputes concerning damage that the Insured claims to have suffered as a result of another person's non-contractual tort;
- b) disputes relating to damage that third parties claim to have suffered as a result of the non-contractual tort of the Insurant (according to the modalities defined in Art. 6.2 in the event of the coexistence of Third Party Liability cover);
- c) proceedings involving charges of a culpable offence or misdemeanour against the Insured;
- d) proceedings concerning charges of intentional or unintentional offence in which the trial was concluded with a final acquittal or acquittal or in cases where the offence was changed from intentional to culpable or dismissed due to unfounded nature of the offence, without prejudice to the **exclusion for all cases of extinction of the offence**;
- e) oppositions and/or appeals against administrative measures and fines for violations and/or non-compliance with the following decrees:
  - Consolidated Occupational Health and Safety Act (Legislative Decree No. 81 of 9 April 2008, as amended);
  - EU Regulation on the Protection of Individuals with regard to the Processing of Personal Data (EU Reg. 2016/679 and current legislation);
  - Regulations on the administrative liability of legal persons, companies and associations - limited to the offences referred to in Article 25-septies (Manslaughter and grievous or very grievous bodily harm, committed in breach of the rules on accident prevention and on the protection of hygiene and health at work) of Legislative Decree No. 231/2001, as amended;
  - Regulations implementing Directive 2004/41/EC on food safety controls (Legislative Decree No 193 of 6 November 2007, as amended);
- f) disputes relating to the ownership, rental or tenancy of the buildings in the declared location in which the Policyholder carries out its activity;
- g) individual labour disputes brought against the Policyholder by its employees as well as its agents and representatives; this cover shall be effective solely in favour of the Policyholder;
- h) disputes relating to alleged breach of contract by the Insurant's counterparty in relation to supplies to the Policyholder of goods or services inherent in the declared activity; also included in the cover are the expenses relating to arbitration to which recourse is made in order to settle the contractual disputes referred to in this letter h), provided that recourse to arbitration is envisaged in the contract stipulated with the supplier.

#### There are coverage limits

**The guarantee operates if the value of the dispute exceeds Euro 2,000.00.**

**For cases of recourse to arbitration, the guarantee does not apply if the arbitration was agreed upon after the conclusion of the supply contract;**

- i) disputes relating to material and bodily damage caused to third parties by the Insured as a result of pollution caused by sudden rupture of installations and pipelines.

#### There are coverage limits

**The guarantee does not apply to administrative and criminal proceedings.**

**The cover shall be subject to a coinsurance of 10% of the value of the claim with a minimum of €1,000.00 per claim;**

- j) disputes brought against the Policyholder by employees of Policyholders and subPolicyholders who carry out work on behalf of the Policyholder at the location indicated in the Summary Sheet or at the Policyholder's sites, including for non-payment of wages by the said companies, provided that they are up to date with their contributions. In the event of recall in the Summary Sheet of the Optional Cover "Extension to disputes with employees of Policyholders and subPolicyholders on their own premises", this extension shall also apply to disputes brought by employees of Policyholders and subPolicyholders who perform work on behalf of the Policyholder in Italy, the Republic of San Marino and the Vatican City State.

#### There are coverage limits

**For these disputes, the maximum payout by Generali Italia for several claims occurring in the same insurance year shall be capped at 50% of the Maximum Sum per year indicated in the Summary Sheet and in any case within the same.**



### What is NOT insured?

#### Art. 2.1 Exclusions

In relation to the cases provided for in this article, the guarantee shall be deemed never to be in force, without any possibility of derogation.

The insurance does not cover disputes and proceedings relating to or arising from:

- a) tax and fiscal law;
- b) trademark, patent, copyright or exclusive rights infringements, unfair competition;
- c) relations between shareholders and/or directors as well as company transformation or merger operations;
- d) relations with welfare and social security institutions or bodies and with insurance companies;
- e) circulation of motor vehicles or navigation and storage in the water of boats;
- f) sabotage, civil commotion, acts of war, revolutions, strikes, lock-outs, acts of vandalism, brawls in which the Insured took part;
- g) family law, succession and donations;
- h) relations between workers and employment agencies and/or intermediaries, personnel search and selection, outplacement support;
- i) malicious act affecting the Insured Person's computer system by means of illegal access to the same and/or the data contained therein, interception of data transmissions, interference causing damage, disclosure, unavailability of data, also excluding damage resulting from computer viruses or malware (understood as any unauthorised code that replicates itself via a computer system or a network whatever it is called - computer virus, logic bomb, worm, Trojan horse, etc.);
- j) real estate other than that where the activity indicated in the policy is carried out.

Finally, Generali Italia shall not be liable for the payment of fines or penalties and tax charges that may arise during or at the end of the litigation, with the exception of the VAT shown on the invoices of the professionals appointed, in cases where the Insurant cannot deduct it, as well as the payment of the unified contribution.



### Are there any coverage limits?

#### Art. 3.1 Limits of Cover

In relation to the cases provided for in this article, the guarantee shall be deemed to be inoperative unless an express waiver is provided for under the Basic cover or under Optional Guarantees.

The cover does not apply to disputes and proceedings concerning or arising out of:

- a) charges for the wilful or malicious act of the Insured;
- b) contractual matters as well as debt collection;
- c) possession or use of radioactive substances, contamination, pollution;
- d) administrative law;
- e) relations between two or more persons insured under this contract;
- f) claims and labour disputes;
- g) arbitration procedures.



### Where does the coverage apply?

#### Art. 4.1 Territorial validity

The cover applies to claims that have occurred and whose litigation is in progress:

- in all European states, in the event of non-contractual damages or criminal proceedings;
- in the European Union, the United Kingdom, Switzerland, Liechtenstein, Monaco, Norway, Andorra, the Vatican City and the Republic of San Marino, in the event of disputes of a contractual nature;
- in Italy, the Vatican City and the Republic of San Marino, in the cases provided for in Article 1.2(e).



## When and how do I pay?

### Art. 5.1 Premium calculation

The premium for the Legal Protection Guarantee is calculated on the basis of risk elements that cannot vary. The Policyholder shall therefore declare at the time of conclusion of this contract the maximum number of employees envisaged for the duration of the Guarantee.

For the purposes of declaring the number of employees, persons registered in the Single work ledger with a fixed-term employment contract of no more than six months are counted as half a unit while those with a contract of more than six months are counted as a whole unit.

This upper limit is taken as the basis for calculating the annual premium for the Guarantee.

#### What obligations I have

**Should this number exceed the limit indicated in the Summary Sheet during the term of this contract, the Insurant must notify Generali Italia in accordance with Article 7 "Declarations by the Policyholder" of the Modulo Generale. Should the Insurant unintentionally omit to report this increase, Generali Italia shall waive application of the provisions of the last paragraph of Article 1898 of the Civil Code provided that the variation does not exceed two units.**

In the event of recall in the Summary Sheet of the Optional Guarantee "Tolerance Variation Tolerance" this tolerance limit shall be raised from 2 units to 50% of the number of Employees indicated in the Summary Sheet with a minimum of 4 units.

Should the number of employees indicated in the Summary Sheet be less than 5, the tolerance limit will still be counted from 5.

### How is the maximum number of employees determined?

#### Example

One restaurant has:

- Working members: 2
  - Permanent employees: 1
  - Employees with a fixed-term contract of 6 months or less: 3
  - Employees with fixed-term contracts of more than 6 months: 4
- Determination of maximum number of employees to be declared:  $2 + 1 + (3 \times 0.5) + 4 = 8.5$

### What happens if the number of employees changes?

#### Example 1

- Number of declared employees: 10
- Tolerance limit number of employees: 2
- Number of effective employees: 12

The Cover is operative.

#### Example 2

- Number of declared employees: 10
- Tolerance limit number of employees: 2
- Number of actual employees: 15

The cover is operative but the compensation due is reduced in proportion to the ratio between the premium calculated on the basis of 10 employees and the premium calculated on the basis of 15 employees:

- Premium for 10 employees: euro 200, premium for 15 employees: € 300
- Ratio of premiums paid and due  $2/3$  ( $€ 200/300$ )
- Compensation due reduced by  $1/3$

### Art. 5.1 Calculation of the adjustable premium

The premium for Legal Protection Cover is calculated on the basis of **risk elements that may vary**. It is provisionally advanced in accordance with Article 12 "Payment of the premium and start of cover - Payment of premium - Cooling-off period" of the Modulo Generale on the basis:

- of the regulation rate,
- of the annual budgeted amount of Revenues from Sales and Services,



set out in the Summary Sheet in relation to this cover.

The premium, net of tax, shall then be adjusted at the end of each insurance annum (or the shorter term of the contract), according to the final amount of the Revenues from Sales and Services for the same period in accordance with Article 1.3 "Adjustment of Premium" of the Common Provisions of this Form. The minimum premium payable by the Policyholder shall be that established in the Summary Sheet.



#### When does the coverage start and end?

##### **Art. 6.1 Operation of the Guarantee**

The cover is effective for disputes arising from claims occurring **during the period of validity of the cover**, namely:

a) **90 days after the commencement of the Insurance, in cases of breach of contract;**

b) from midnight on the **day** of commencement of the Insurance in other cases;

provided that the Insured became aware of such disputes **within six months** of the termination of this contract.

For the purposes of the above, the date of the claim is identified:

- in criminal proceedings: with the moment when, in the complaint, the commission of the offence is alleged to have begun;
- in civil law: with the moment when the plaintiff claims the tort or non-performance began;
- in administrative proceedings: with the moment when, in the act of investigation, the tort is alleged to have begun.

Where the act is protracted through several successive acts, it shall be deemed to have occurred at the time when the first conduct giving rise to the dispute is supposed to have taken place.

According to Art. 1.2 "Insured disputes", lett. g), and only in the case of termination of employment, the date of the Insured Event shall be the day of termination of employment.

Disputes brought by or against several persons and concerning the same fact or identical or related claims shall for all purposes be deemed to originate from a single claim.

In relation to the period of leave referred to in (a) above, if this contract replaces another contract with cover similar to that referred to in this Section without interruption, such period shall run from the day on which the replaced policy took effect for the services and sums insured under the latter, or from the day on which this contract takes effect for the different services or higher sums under this Section.

In the event of the uninterrupted replacement of a Policy taken out with Generali Italia for the same risk and with a similar cover governed by the same time validity regime, the cover shall operate under the regulatory conditions of the Policy issued in substitution of the previous one and within the compensation limits of the replaced Policy, for disputes of which the Insurant has become aware during the period of validity of the Policy issued in substitution of the previous one, even if they originate from events occurring during the period of validity of the replaced Policy.

In the event of a change in the compensation limits of the cover during the term of the contract, the limits existing prior to the change shall continue to apply for disputes arising from events occurring before the change.

**In any case of liquidation of the company or cessation of the declared activity, the effectiveness of the guarantee automatically ceases as from the date of liquidation or cessation.**

**In the event of voluntary liquidation, Generali Italia remains committed to continuing the actions in progress at the time of the company's liquidation, without prejudice to the foregoing.**

**Should the company be subject to bankruptcy or receivership proceedings pursuant to Royal Decree no. 267 of 16 March 1942 (Bankruptcy) or should the owner or the legal representative of the company be subject to disqualification or incapacitation measures, Generali Italia, without prejudice to the provisions of the first paragraph, shall not be liable for claims that have not yet been reported nor for the continuation of actions in progress at the time of the adoption of the measure.**

In any event, the provisions of Article 1896 of the Civil Code shall apply to the premium in this Section.

##### **Art. 6.2 Coexistence of Liability Insurance**

In the event that the Third Party Liability and Employment Practitioner Liability cover is in force, or any other Third Party Liability insurance contract that is in order with the payment of premiums and provides cover for the same facts as this cover, this cover shall operate in addition to and after exhaustion of what is due from the Third Party Liability cover for resistance and succumb expenses. In such cases, this cover shall only take effect if the Civil Liability insurer's interest in the management of the litigation has ceased and the obligations under Article 1917(3) of the Civil Code have been fulfilled.

The Guarantee operates on a first-risk basis in all other cases.





## What is insured? Optional guarantees

### Art. 7.1 Optional covers

#### Extension to contractual disputes with customers

The cover extends to contractual disputes relating to the supply of goods or the provision of services carried out by the Insurant in relation to the business activity, including legal activities aimed at recovering the relative credits.

#### There are coverage limits

The guarantee operates with the following limitations:

- a) for the out-of-court phase, within the limit of two claims per insurance year, and relying exclusively on DAS or professionals appointed by DAS.
- b) for the judicial phase, within the limit of one claim per insurance year, and provided that it follows an extrajudicial phase carried out in accordance with a) above. The judicial phase shall also be understood as arbitration, provided that recourse to arbitration is foreseen in the contract concluded with the client, whereby the exclusion from the insurance shall remain in force for cases of recourse to arbitration agreed upon after the conclusion of the contract.

It is hereby specified that in the event that the Insured's debtor-client is subject to detrimental economic situations (protested cheques and/or bills of exchange, seizures or judicial mortgage registrations) or asset shortage checks, or if a request for bankruptcy or other insolvency proceedings is pending, as attested by business records or commercial information acquired by DAS, the guarantee shall be limited to the out-of-court phase of the litigation, with the exclusion of the subsequent judicial phase (writ of summons, issuance of injunction) and executive phase (attachment, garnishment, etc.), except for the drafting of the written statement of claim and the issuance of a writ of execution.), except for the drafting and filing of the application for admission of the claim in the event of insolvency proceedings already commenced.



## Summary of insured sums, compensation limits, fixed and percentage excesses

### Summary Sheet

A summary of the **sums insured, Sums Insured, Compensation Limits, Deductibles and Excesses** is provided in the attached Summary Sheet, which forms an integral part of this contract.

## COMMON RULES OF THE MODULO PROTEZIONE DEL PATRIMONIO



### When does the coverage start and end?

#### **Art. 1.1 Activation and deactivation of the Guarantees**

The Third Party and Employers' Liability and Legal Protection Guarantees can be activated and deactivated independently of each other.

The deactivation of the Third Party and Employment Practitioner Liability cover and the maintenance of the Legal Protection cover, previously provided jointly, **may lead to an increase in the premium for the Legal Protection cover as a result of the loss of the discount provided for the joint activation of both covers.**



### What obligations do I have?

#### **Art. 1.2 Checks and controls**

Generali Italia has the right to carry out checks and controls at any time on the elements used to calculate the premium, and the Policyholder shall be required to provide clarifications and produce the necessary documentation, such as the single labour book, the approved financial statements and the invoice and revenue register.



### When and how do I pay?

#### **Art. 1.3 Premium adjustment**

The premium relating to the Guarantees referred to in this Form shall be deemed to be provisionally advanced in accordance with Article 12 "Payment of the premium and start of cover - Payment of premium - Cooling-off period" of the Modulo Generale and Article 5.1 "Calculation of the adjustable premium" of the Special Conditions of cover and is adjusted at the end of each insurance year (or the shorter term of the Guarantee) as follows.

**Within 60 days from the end of each insurance annuity or the shorter term of the Cover, the Policyholder shall communicate to the agency to which the Policy is assigned or to Generali Italia the necessary data, i.e. the amount relating to the item "Revenues from sales and services" that can be deduced, directly or indirectly, from the last financial statements approved by the Policyholder at the end of the adjustment period or subsequently up to the date of communication of the data.**

Failure to provide the data required for the adjustment constitutes a presumption of an active difference in favour of Generali Italia.

**The positive differences resulting from the adjustment must be paid within 30 days of the communication received by Generali Italia.**

The sending by Generali Italia of notices of the expiry of the aforesaid obligations may in no event be invoked as a waiver of the punctual observance thereof.

**If the Policyholder fails to communicate the aforementioned data and/or to pay the active difference due within the prescribed time limits, the Cover to which the adjustment refers shall remain suspended from midnight on the day on which one of the aforementioned adjustment obligations expires until midnight on the day on which the Policyholder has fulfilled its obligations, without prejudice to the right of Generali Italia to take legal action to obtain the amount due or to declare, by registered letter, the termination of the Cover. In addition, Generali Italia shall have the right to retain, as an advance, any portion of the premium, relative to the Cover to which the adjustment refers, advanced on a provisional basis for the instalments subsequent to the insurance annum to which the non-adjustment or non-payment refers.**

For claims relating to the Cover to which the adjustment refers and occurring in the period to which the non-adjustment refers, the compensation due shall be reduced, on the basis of the proportional rule pursuant to Article 1907 of the Civil Code, taking into account the ratio between the premium provisionally advanced and the active adjustment difference due. If, however, the Policyholder fails to provide the necessary data for the adjustment, notwithstanding the suspension pursuant to Article 1901 of the Civil Code of the cover to which the adjustment refers, Generali Italia shall not be bound to pay any compensation, even with respect to the period to which the non-adjustment refers, as well as for those that occurred subsequently. The Guarantee to which the adjustment refers shall also remain suspended, pursuant to Art. 1901 of the Civil Code, for claims occurring after the communication of the data necessary for the adjustment, should the Policyholder fail to pay the relative adjustment, and until midnight of the day of said payment.

If inaccuracies or reticence are found in the communication of the data required for adjustment, the Policyholder may lose all or part of its right to compensation and compensation for claims occurring in the period to which the adjustment relates.

If, at the time of the annual adjustment, the final amount of at least one of the variable risk elements exceeds the amount taken as a basis for determining the premium due in advance by 50%, the latter shall be adjusted, as from the first annual due date following the communication, on the basis of an appropriate revaluation of the estimate of the variable elements. The new amount of the latter may not, however, be less than 75% of the amount of the latest estimate.

The communications to which the Policyholder is obliged, pursuant to this Article, shall be made by certified electronic mail (PEC) or registered mail and shall be sent to the agency to which the Policy is assigned or to Generali Italia, at its registered office.

#### Deactivation of the Heritage Module

In the case of adjustable premiums, the entire Heritage Module can only be deactivated by replacing the policy.

#### Reduction in Revenues from Sales and Services

In the event of a reduction in the annual budgeted amount of Revenues from Sales and Services below EUR 2,500,000.00, the calculation of the new premium can only be made by replacing the policy.

#### **How does the calculation of the adjustment premium work?**

##### **Example**

- Estimated amount of revenues from sales and services: euro 3,000,000
- Adjustment rate: 0.1%
- Premium advance: euro 3,000 ( $3,000,000 \times 0.1\%$ )
- Final amount of Revenues from sales and services: euro 3,500,000
- Final award: euro 3,500 ( $3,500,000 \times 0.1\%$ )
- Adjustment Premium Amount (Final Premium - Advance Premium): euro 500 ( $3,500 - 3,000$ )

The Cover is operative if:

- the final amount of Revenues from Sales and Services shall be reported within 60 days after the end of the year;
- the adjustment premium is paid within a period of 30 days from the communication thereof by Generali Italia.

The Cover remains suspended if:

- the final amount of the Revenues from Sales and Services is communicated after the expiry of 60 days after the end of the financial year. This Cover does not apply to claims relating to the period to which the non-adjustment relates;
- payment of the adjustment premium occurs after the 30-day deadline. For claims relating to the period to which the non-adjustment relates, the compensation due shall be reduced in proportion to the ratio of the advance premium to the final premium including the adjustment.

## RULES OPERATING IN THE EVENT OF A CLAIM



### How can I cancel the covers?

#### **Art. 1.1 Cancellation in the event of a claim**

Following the notification of any claim made under the terms of the Policy during the term of the contract, Generali Italia may cancel from one or more covers:

- by giving notice to the other party in the manner provided for in Art. 9 "Communication between the Parties" of the "Modulo Generale";
- by the 60th day following the payment or rejection of the Compensation.

Cancellation takes effect 30 days after receipt of the relevant notice.

By the 15th day following the effective date of Cancellation, Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the period of risk not taken, excluding taxes.

The payment or collection of Premiums due after the notification of the claim or any other act of the Parties shall not be construed as a waiver of the right of Cancellation.

## IN ACCORDO - THIRD PARTY AND EMPLOYEE LIABILITY COVER



### What obligations do I have? What obligations does the Insurer have?

#### **Art. 1.1 Obligations in the event of a claim**

For the guarantee of:

- Third Party Liability, the report must be made in writing and contain the narration of the event, an indication of the consequences, the names and domiciles of the injured parties and witnesses, the date, place and causes of the claim. The report must then be followed, in the shortest possible time, by news, documents and judicial acts relative to the claim;
- Civil liability towards employees, the Policyholder or Insurant must make a report to Generali Italia only of accidents that have been ascertained by a public authority (ASL, Labour Inspectorate, Police Force). This report must be made within 3 days of the date on which the Insurant received the notice for the investigation and must be accompanied by a copy of the similar report made to INAIL. Furthermore, if criminal proceedings are instituted for the accident, he must notify Generali Italia as soon as he becomes aware of it. Likewise, he/she must inform Generali Italia of any request or action brought by the injured party or his/her successors in title as well as by the Accident Insurance Institution to obtain or recover compensation, respectively, pursuant to Articles 10 and 11 of Presidential Decree no. 1124 of 30 June 1965, by promptly transmitting deeds, documents, news and anything else concerning the dispute. Generali Italia has the right to inspect the documents concerning both the compulsory insurance and the accident reported in connection with the insurance itself, which has given rise to the liability claim.

The Insurant must also promptly notify Generali Italia of any act that is duly served on him through a judicial officer, and in the event of default, Article 1915 of the Italian Civil Code shall apply.

The Policyholder or the Insurant must also promptly notify Generali Italia of any request or action brought by INPS pursuant to Article 14 of Law no. 222 of 12 June 1984.

#### **Art. 1.2 Management of damage and legal costs**

Generali Italia shall assume, for as long as it has an interest, the management of disputes, both out-of-court and in court, both civil and criminal, on behalf of the Insurant, appointing, where necessary, lawyers and experts and availing itself of all the rights and actions pertaining to the Insurant.

#### **There are coverage limits**

The expenses sustained to defend the action brought against the Insurant shall be borne by Generali Italia, within the limit of an amount equal to a quarter of the maximum sum established in the policy for the damage to which the claim refers. Should the sum due to the injured party exceed said maximum, the expenses shall be divided between Generali Italia and the Insurant in proportion to their respective interests.

Generali Italia does not recognise, however, expenses incurred by the Insured Person for lawyers or technicians who are not appointed by it, and is not liable for fines or penalties nor for the costs of criminal justice.

### **Art. 1.3 Limits of compensation - Plurality of insured persons**

The cover shall operate up to the limits indicated in the Summary Sheet in relation to the Third Party Liability and Workers' Liability Section in addition to legal assistance expenses, within the limits set forth in the preceding article.

This is without prejudice to different compensation limits provided for in specific contractual provisions.

If the cover provides for the application of an Excess or Deductible, the relevant amounts shall be deducted from the amount of the claim, subject to the agreed limit of compensation.

The "Limit per Loss" represents the maximum limit of compensation for each Loss. Within it:

- The 'Maximum per person' represents (within the scope of Third Party Liability cover) the maximum limit of compensation for all losses relating to each person who has died or suffered bodily injury;
- The 'Limit per Employee' represents (within the scope of the Workers' Liability cover) the maximum limit of compensation for all losses relating to each employee who has died or suffered bodily injury;
- the "Maximum Compensation Limit for Property Damage" represents the maximum compensation limit for property damage for all injured persons or employees.

These ceilings remain, to all intents and purposes, single, even if several insured persons are jointly liable among themselves.

**If the insured parties other than the Policyholder are covered by other liability policies that include the risk that is the subject of this contract, the latter shall - always within the agreed limits - be in excess of the cover provided by the aforementioned policies.**

## **IN ACCORDO - LEGAL PROTECTION COVER**



**What obligations do I have? What obligations does the Insurer have?**

### **Art. 1.1 Reporting a dispute**

The claim must be reported promptly by one of the following methods:

1. TELEPHONE REPORT at the toll-free number 800.475.633 (operating from Monday to Friday from 8 a.m. to 6 p.m.), in which an operator will collect the report of what happened, communicate the information and/or documents necessary to activate the guarantee, provide all the information relative to the methods of handling the claim, and issue an identification number for the file;
2. WRITTEN REPORT: the notice, containing the information and/or a copy of the documents required for the activation of the guarantee, must be sent by e-mail to: [sinistri@das.it](mailto:sinistri@das.it)

**All documentation must be regularised at the Insured Person's expense, if required by current stamp and registration tax regulations.**

**In order to be able to validly avail of the services envisaged by the Cover, the Insured Party must promptly provide DAS with a copy of any additional deed or document received subsequent to the notification of the claim and any useful information for the management of his/her case.**

**In the event of criminal proceedings, the Insured Person must report the claim when the criminal proceedings commence or at the time he/she becomes aware of his/her involvement in the criminal investigation.**

### **Art. 1.2 Management of the claim**

Prior to any court action, the management of the claim is reserved exclusively to DAS, according to the following provisions:

- having received the report of the claim, DAS shall make every possible attempt to settle the dispute in an amicable manner, directly or with the aid of professionals identified by DAS (in accordance with article 164 paragraph 2 letter a) of the Private Insurance Code - Legislative Decree 209/05). **For this purpose, the Insured Party must issue, where requested by DAS, a specific power of attorney for the management of the dispute;**
- for the resolution of the dispute, DAS will consider using or adhering to amicable dispute resolution procedures, such as civil mediation, assisted negotiation, joint conciliation;
- the Insured Party may choose a lawyer of its choice at this stage if a situation of conflict of interest with DAS arises.

DAS will authorise any legal action:

- always, when it is necessary to defend the Insured in criminal or administrative proceedings;
- **if the amicable settlement is unsuccessful and/or the claims of the Insured Person have a chance of success, in other cases. The Insured Person shall communicate to DAS the information and arguments on which to base the action or resistance in court in order to enable DAS to assess the chances of success.**

For the judicial phase, DAS transmits the file to the appointed lawyer in accordance with the following provisions:

- the Insured Person may indicate to DAS a lawyer of his choice;
- **if the Insured Person does not provide such an indication, DAS may identify the lawyer directly;**
- **the Insured must in all cases duly mandate the lawyer identified and provide him/her with all the information and documentation necessary to enable the best protection of his/her interests;**
- if, during the course of the same level of judgement, the Insured decides to revoke the professional appointment given to a lawyer and to instruct a new lawyer, **DAS shall not reimburse the expenses of the new lawyer in respect of activities already carried out by the first lawyer.** This provision does not apply in the event the lawyer withdraws the assignment.

DAS will, to all intents and purposes, manage a single claim:

- in the presence of disputes, brought by or against one or more persons and concerning the same or related claims;
- in the presence of proceedings, even of a different nature, due to the same event/deed in which one or more insured persons are involved;
- if the event giving rise to the entitlement to services continues through several successive breaches of the same nature.

### **Art. 1.3 Obligations of the Insured**

In order to be entitled to services under the Cover, the Insured must comply with the following provisions:

- a) must report the claim promptly and in any event within the time allowed for its defence;**
- b) must promptly update DAS on any circumstances relevant to the provision of services;**
- c) before instructing a lawyer or expert witness, it must notify DAS and have obtained confirmation to proceed;**
- d) before signing an economic agreement or a cost estimate of the appointed lawyer or expert, it must obtain confirmation to proceed from DAS;**
- e) may not agree with the counterparty, without the prior authorisation of DAS, any settlement or agreement to settle the dispute that provides for DAS to bear expenses in addition to the fees of the Insured's lawyer. If the Insured Party proceeds without authorisation, DAS will guarantee the reimbursement of the charges borne by the Insured Party only after verification of a real urgency in concluding the transaction and if it is convenient.**

### **Art. 1.4 Terms for compensation**

DAS settles the costs under coverage, within the compensation limits, to the beneficiary within 30 days of the settlement of the amount due.

### **Art. 1.5 Exemption from liability**

Generali Italia and DAS are not responsible for the work of lawyers and experts.

Generali Italia and DAS are not liable for any delays in the provision of services that are caused by the lack of suitable documentation supporting the Insured Person's claims.

### **Art. 1.6 Arbitration for conflict of interest or disagreement over the management of the claim**

In the event of a conflict of interest or disagreement between the Insured Party and DAS on the administration of services, either the Insured Party or DAS may request that the matter be referred to an arbitrator appointed by mutual agreement by the Parties or, in the absence of agreement, by the President of the competent Court in accordance with the Code of Civil Procedure.

The Insured and DAS each contribute half of the arbitration costs, unless the Parties agree otherwise.

The arbitrator decides according to equity. If the decision of the arbitrator is unfavourable to the Insured Person, he may still proceed for his own account and risk. If, as a result of its action, the Insurant obtains a result that is more favourable than that previously envisaged or acquired by DAS, either in fact or in law, the Insurant may request from DAS the reimbursement of the expenses sustained and not reimbursed by the other party, within the limits of the Policy Limit.

If the Insured intends to take legal action as an alternative, the civil action may be preceded by an attempt at mediation as provided for by Legislative Decree No. 28 of 4 March 2010.

#### **Art. 1.7 Recovery of sums**

All sums liquidated or in any case recovered for capital and interest shall be the exclusive responsibility of the Insurant, **while DAS shall be entitled to any sums liquidated in favour of the Insurant judicially or extra-judicially for expenses, fees and commissions up to the amount of the compensation paid.**

#### **Art. 1.8 Limits of compensation**

The cover is valid up to the limits indicated in the Summary Sheet for this Cover. The "Claim maximum coverage" represents the maximum limit of compensation for each claim.

The "one-year maximum coverage" represents Generali Italia's maximum payout for multiple claims occurring in the same insurance year.

If the cover provides for the application of an Excess or Deductible, the relevant amounts shall be deducted from the amount of the claim, subject to the agreed limit of compensation.



This is without prejudice to different compensation limits provided for in specific policy provisions.



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This translation of the Information Pack from Italian into English is a courtesy translation, it has been prepared for information purposes only and has no contractual validity. In the event of any discrepancies or omissions in the English/German translations, the contractual documents in the Italian language – subject to the regulations in force on the Italian territory – shall prevail.



## ATTIVA CREA DISTRIBUISCI!

This Information pack for Modulo Protezione della Mobilità - edition 23.10.2021 consists of:

- The policy information document (DIP) for Modulo Protezione della Mobilità
- The Additional information document for Modulo Protezione della Mobilità
- Terms of Insurance for Modulo Protezione della Mobilità.

Protect your goods with...

- **IN MOBILITÀ - Damage to Goods and Transported Equipment**, the economic protection for your goods and equipment while on the move in the event of an accident and in the event of fire and explosion, with the possibility of extension to include theft and robbery.
- **IN MOBILITÀ - Legal Protection on the Road**, for valuable financial support for legal assistance in the event of specific disputes arising in connection with road traffic.



Discover Protezione Mobilità of Attiva Commercio in the insurance formula you have chosen!

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Full pre-contractual and contractual information about this product is provided in other documents.

### What type of insurance is this?

The module covers transported goods and equipment and gives legal protection during road traffic to companies in the trade sector.



### What is insured?

#### IN MOBILITÀ- DAMAGE TO TRANSPORTED GOODS AND EQUIPMENT COVER

The insurance covers damage to goods and equipment transported in the declared vehicles as a result of events such as

- ✓ fire, explosion, burst, earthquake, flood, cloud-burst, landslide, avalanche, road breakdown, collision, overturn, vandalism, etc.
- ✓ damage to the vessel during sea crossings; as well as any costs for clearing the roadway.

Damage to property resulting from the following can also be insured by activating specific optional covers

- ✓ loading and unloading;
- ✓ non-refrigeration;
- ✓ theft and robbery.

#### IN MOBILITÀ- LEGAL PROTECTION COVER IN CIRCULATION

##### The following are insured:

- ✓ expenses for lawyers and experts incurred by the owner and/or the company's employees for claims, extrajudicial and judicial, related to the road traffic of the declared vehicles.

The Insured Person may use the telephone counselling service to receive information about this cover.

Cover may only be activated if Damage to Transported Goods and Equipment cover is active.



### What is not insured?

#### IN MOBILITÀ- DAMAGE TO TRANSPORTED GOODS AND EQUIPMENT COVER

##### The main exclusions relate to:

- ✗ fraud of the Insured or gross negligence of the Policyholder;
- ✗ unfaithfulness of the employees;
- ✗ prohibited or clandestine activities or trafficking;
- ✗ vehicle breakdown;
- ✗ by spontaneous combustion or other inherent characteristic or defect of the goods transported or their packaging;
- ✗ radioactivity and radioactive contamination;
- ✗ declared or undeclared war, insurrection;
- ✗ seizure and measures of authorities or public authorities.

Furthermore, the cover does not apply to the transport of valuables and objects of art or precious materials, live animals and dangerous substances as well as portable electronic machines when they constitute Equipment.

#### IN MOBILITÀ- LEGAL PROTECTION ON THE ROAD

##### The main exclusions relate to:

- ✗ fraudulent act of the insured;
- ✗ contractual matter;
- ✗ tax and fiscal law;
- ✗ possession or use of radioactive substances, contamination, pollution;
- ✗ navigation and in-water storage of vessels, air navigation.

The cover does not apply if, at the time of the claim, the vehicle is not covered by Civil Liability insurance in accordance with the law or is not registered.



Charges relating to all kinds of penalties as well as tax charges are excluded from the guarantee.

The exclusions are contained in the insurance conditions and are marked in bold.



### **Are there any coverage limits?**

In general, the contract provides insured sums, limits, overdrafts, deductibles, which are summarised in a specific policy document attached to the Conditions of Insurance, the Summary Sheet.

#### **IN MOBILITÀ - DAMAGE TO TRANSPORTED GOODS AND EQUIPMENT COVER**

The cover is limited in the event of a vehicle overload.

The extension to Theft damage provides for specific operating modes in relation to

- ! the type of vehicle used for transport (passenger car or other insurable vehicle);
- ! the simultaneous removal of the vehicle or not;
- ! the adoption of specific precautionary measures and, where required, the specific characteristics of the anti-theft device.

#### **IN MOBILITÀ - LEGAL PROTECTION ON THE ROAD**

The cover provides for possible inoperability if the Insured Person:

- ! driving with an invalid or irregular licence; the simultaneous taking away of the vehicle or not;
- ! is under investigation or charged with fleeing, hit-and-run, driving under the influence of drugs or psychotropic substances or driving under the influence of alcohol in excess of 1.50 g/l.

The limitations of cover are contained in the conditions of insurance and are marked in bold type.



### **Where does the coverage apply?**

Damage to Transported Goods and Equipment Cover: operates within the European Union including Switzerland, the United Kingdom, the Vatican City State and the Republic of San Marino, as well as for sea crossings between ports in the aforementioned territories.

Legal Protection On The Road: operates in all European countries, in the event of non-contractual damage or criminal proceedings, and in Italy, the Vatican City and the Republic of San Marino in all other cases.



### **What obligations do I have?**

In the event of a claim, the relative report must be submitted to Generali Italia within 3 days of the date on which the claim occurred or the Insured became aware of it. With reference to damage caused by theft, a report must be made to the Judicial or Police Authorities within 24 hours from when the claim was discovered.



## **When and how do I pay?**

Information on premium payment is contained in the DIP of the Modulo Generale.



## **When does the coverage start and end?**

In general, the Covers shall take effect at midnight on the day indicated in the policy if the premium or the first premium instalment has been paid; otherwise they shall take effect at midnight on the day of payment. If the Policyholder fails to pay subsequent premiums or premium instalments, the cover shall remain suspended from midnight of the thirtieth day after the due date and shall take effect again at midnight of the day of payment. The Cover for Damage to Transported Goods and Equipment shall commence 3 days after the date of activation.

The Covers are valid for one or more years. In the absence of cancellation at the expiry date, the covers are extended for one year and so on. In the case of multi-year duration, the premium reduction envisaged by law does not apply since Generali Italia and the Policyholder have the right to withdraw at the end of each annuity with 30 days' notice. In the event of disposal of the declared vehicle, the Covers associated with it shall cease from the moment of disposal.

In general, cover operates for events occurring during the term of the cover and until its expiry. Damage to goods and equipment transported operates, in relation to individual journeys, from the moment the goods and equipment leave the ground for the start of transport operations and ends when unloading is completed. In relation to these events, Legal Protection cover in circulation shall operate for disputes of which the Insured is aware within 6 months of the termination of the cover.



## **How can I cancel my policy?**

At the end of each year of the duration of the Policy, the Policyholder may cancel the Warranties by sending, at least 30 days before the expiry date, a written notice (also by Certified Email) to the Agency to which the Policy is assigned or to the registered office of Generali Italia.

# Transport Insurance and Legal Expense Protection

## Additional pre-contractual information document for non-life insurance products (Additional Non-Life DIP)

Company: GENERALI ITALIA S.p.A.

Product: Attiva Commercio - Modulo Protezione della Mobilità

Edition: 23.10.2021



This document contains additional information, supplementing the Pre-contractual Information Document for Non-Life Insurance Products (DIP Non-Life), in order to help the potential policyholder to understand in more detail the characteristics of the product, their contractual obligations, and the financial situation of the Insurance Company.

The Policyholder must read the Terms of Insurance before signing the policy.

GENERALI ITALIA S.p.A. is a company belonging to the Generali Group; Head office: Via Marocchesa, 14 - 31021 Mogliano Veneto (Treviso) ITALY; telephone number: 041.5492111; website: [www.generali.it](http://www.generali.it); e-mail: [info.it@generali.com](mailto:info.it@generali.com); certified e-mail: [generalialitalia@pec.generaligroup.com](mailto:generalialitalia@pec.generaligroup.com).

Generali Italia is licensed under Law No. 289 of 2/12/1927 of the Italian Ministry for Industry, Trade and Crafts and is listed at No. 1.00021 on the Register of Insurance Companies.

Shareholders' equity as at 31/12/2019: € 10,244,148,191.00 of which € 1,618,628,450.00 is share capital and € 7,550,853,867.00 is total equity reserves. The figures refer to the latest approved financial statements. The company's report on solvency and financial condition (SFCR) is available at [www.generali.it](http://www.generali.it).

Solvency Capital Requirement: € 8,217,950,961.75

Minimum Capital Requirement: € 3,180,739,318.67

Eligible Own Funds: € 17,610,296,018.45

Solvency ratio: 214.29% (this represents the ratio between the amount of basic own funds and the Solvency Capital Requirement required under the Solvency II regulations in force since 1 January 2016).

The policy is governed by Italian law.

The Modulo Protezione della Mobilità is divided into two Guarantees:

- In Mobilità - Damage to Goods and Transported Equipment
- In Mobilità - Legal Protection on the Road



### What is insured?

#### IN MOBILITÀ - COVER OF GOODS AND EQUIPMENT TRANSPORTED

The cover indemnifies the material and direct damage caused to goods and equipment during transport on one's own account, within the scope of the declared activity, carried out with the vehicles indicated in the Summary Sheet (policy document attached to the Insurance Conditions) following certain expressly indicated events. The cover is afforded at "absolute first risk", i.e. up to a predefined limit of compensation that is independent of the actual value of the goods.

In addition to what is described in the Non-Life DIP, the following options are available.

##### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with reduced premiums.

##### MAIN OPTIONS WITH PREMIUM INCREASE

<b>Extension for loading and unloading</b>	Extends cover to damage to goods and transported equipment caused by loading and unloading.
<b>Extension for non-refrigeration</b>	Extends cover to damage to transported goods caused by breakdown and/or accidental stoppage of the refrigeration system lasting not less than 8 hours.
<b>Extension for theft and robbery</b>	Extends cover to damage caused by theft and robbery of the goods and equipment transported.

## IN MOBILITÀ - LEGAL PROTECTION ON THE ROAD

The cover operates in relation to the road circulation of the vehicles indicated in the Summary Sheet within the scope of the declared activity. The following options are available in addition to those described in the Non-Life DIP.

### MAIN OPTIONS WITH REDUCED PREMIUM

There are no options with premium reduction

### MAIN OPTIONS WITH PREMIUM INCREASE

There are no options with increased premium



### What is NOT insured?

## IN MOBILITÀ - COVER OF GOODS AND EQUIPMENT TRANSPORTED

### Excluded risks

Optional Guarantees may provide for specific exclusions in addition to those provided in the Non-Life DIP.

## IN MOBILITÀ - LEGAL PROTECTION ON THE ROAD

### Excluded risks

There is no additional information to that provided in the Non-Life DIP.



### Are there any coverage limits?

The coverage limits, summarised below, are also detailed in the Summary Sheet.

## IN MOBILITÀ - COVER OF GOODS AND EQUIPMENT TRANSPORTED

In addition to what is indicated in the Non-Life DIP, the Basic cover provides for:

- a ceiling per year, for each vehicle indicated in the Summary Sheet;
- an excess of €250.00 per claim, raised to €500.00 if the goods transported are vehicles.

Optional covers include the following main deductibles and co-payments:

- Loading and unloading: uncovered 10% with a minimum of €250.00 raised to €500.00 if the goods transported are vehicles;
- Loss of refrigeration: uncovered 20% with a minimum of €250.00;
- Theft and robbery:
  - uncovered 10% with a minimum of €250.00 raised to uncovered 20% with a minimum of €500.00 if the goods transported are vehicles, furs, oriental carpets;
  - where an anti-theft device is required: uncovered 25% with a minimum of €250.00 raised to €500.00 if the goods transported are vehicles, furs, oriental carpets;
  - for passenger cars only without activated anti-theft device, cover is provided with a sub-limit of 20% of the sum insured and in any case up to a maximum of EUR 5,000.00;
  - For transported equipment, there is also a limit of compensation equal to 30% of the insured limit with a maximum of EUR 5,000.00 per year.

## IN MOBILITY - LEGAL PROTECTION ON THE ROAD

In addition to what is indicated in the Damage DIP, the Cover provides for a maximum sum per claim and a maximum sum per year, for each vehicle indicated in the Summary Sheet.

The following limits of compensation are also provided for:

- domiciliary lawyer €3,000.000;
- interpreter (in case of arrest abroad) €1,000.00 (in addition to 10 hours of translation services).



### What obligations do I have? What obligations does the Insurer have?

#### What to do in the event of a claim ?

#### Reporting the claim - Transport:

The Policyholder-Insured Person:

- must give immediate notice to Generali Italia, take the necessary measures to avoid or mitigate the damage and arrange for the recovery and preservation of the goods and equipment transported;
- must not make any changes, except for the salvage of the goods or for justified reasons, to the state of the vehicle and the load as well as to the traces of the accident before the intervention of the expert appointed by Generali Italia;
- request as soon as possible the immediate intervention of the expert appointed by Generali Italia to ascertain the nature, cause and extent of the damage.

#### Reporting the claim - Legal Protection

The Insured may alternatively make:

- complaint by telephone on the toll-free number 800.475.633 active from Monday to Friday each week from 8am to 6pm;
- written complaint by e-mail to: [sinistri@das.it](mailto:sinistri@das.it).

	<u>Direct/network assistance</u> : Not foreseen.
	<u>Management by other companies</u> : For Legal Protection cover, claims management is entrusted to DAS - Difesa Automobilistica Sinistri S.p.A., whose contact details are indicated above.
	<u>Time-barring</u> : The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>False declarations or withholding of information</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Obligations of the Insurer</b>	Having verified that the cover is active, evaluated the damage and received the necessary documentation, Generali Italia shall pay the compensation within 30 days, provided that no objection has been made. For legal protection expenses cover, DAS pays the beneficiary the costs covered, within the compensation limits, within 30 days of the amount due.



## When and how do I pay?

<b>Premium</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Refund</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.



## When does the coverage start and end?

<b>Duration</b>	In the event of disposal of the Vehicle, the cover shall end from the moment of disposal. In the event of disposal of the vehicle followed by replacement with another vehicle registered to the same party, the cover shall automatically be valid for the New Vehicle until the thirtieth anniversary following the expiry of the insurance annum. Moreover, in addition to what is indicated in the DIP Non-Life, Generali Italia may withdraw for a claim within 60 days from the Payment of the compensation or from the refusal of payment thereof.
<b>Suspension</b>	It is not possible to suspend guarantees during a contract.



## How can I cancel the policy?

<b>Cooling-off period</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Resolution</b>	This insurance is not related to the provision of real estate loans, so there is no additional information beyond that provided in the DIP Non-Life.



## Who is this policy designed for?

ATTIVA Commercio- Modulo Protezione della Mobilità is aimed at public establishments and companies in the trade sector, both retail and wholesale, that need to protect business goods and equipment that are transported on their own account. Certain craft activities, such as hairdressing and tailoring, are assimilated to commercial activities.



## What costs do I have to bear?

Brokers, for the sale of this insurance receive on average 20.20% of the taxable premium paid by the policyholder for commission-type remuneration.

## HOW CAN I LODGE COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>To IVASS</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>BEFORE TAKING LEGAL ACTION, alternative dispute resolution systems can be used. These include</b>	
<b>Mediation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Assisted Negotiation</b>	The pre-contractual information documents of the Modulo Generale relating to the product apply.
<b>Other Alternative Dispute Resolution Systems</b>	In the event of a disagreement between the Insured Party and DAS regarding the advisability of resorting to legal proceedings and the subsequent management of the dispute, the decision at the request of one of the parties may be referred to an arbitrator. In such a case, the petition to activate arbitration against DAS must be addressed to: DAS - Difesa Automobilistica Sinistri S.p.A. Via Enrico Fermi 9/B - 37135 Verona - Fax (045) 8351025 - certified e-mail: servizio.clienti@pec.das.it

**NOTE: THE COMPANY HAS A HOME INSURANCE AREA FOR THIS POLICY, SO YOU CAN ACCESS THIS AREA ONCE YOU HAVE SIGNED IT AND USE IT TO MANAGE YOUR POLICY ONLINE.**

**PLEASE NOTE: FOR THIS CONTRACT, THE COMPANY HAS A PRIVATE INTERNET AREA FOR THE POLICYHOLDER (so-called HOME INSURANCE), SO AFTER SUBSCRIPTION YOU CAN CONSULT THIS AREA AND USE IT TO MANAGE THE MEDESIMAL CONTRACT TELEMATICALLY.**

## THE STRUCTURE OF THE MODULE

The Modulo Protezione Mobilità is an integral part of the ATTIVA Commercio insurance policy and contains the Special Conditions of the following added Forms of cover:

- In Mobilità - Damage to Goods and Transported Equipment
- In Mobilità - Legal Protection on the Road

The Special Conditions consist of:

- the Definitions;
- the Rules specific to the added individual Forms of cover, which contain the specific discipline of those Forms of cover;
- the Common Rules, which contain the discipline common to all added Forms of cover;
- the Rules operating in the event of a claim.

## SPECIAL CONDITIONS

### DEFINITIONS

Generali Italia and the Policyholder shall assign the following terms the following meanings:

<b>Employees</b>	Persons registered in the Single work ledger as well as the owner and/or partners and/or family members who legitimately perform work in the absence of an employment relationship. If the Insured Person is a legal entity that only uses the work of employees seconded from other companies and/or temporary workers and is not obliged to keep the Single work ledger, the employees seconded from other companies and/or temporary workers shall nevertheless be considered employees.
<b>Flood and Inundation</b>	Leakage of water, and that which it carries, from the usual banks of watercourses or natural or artificial reservoirs, even if caused by an earthquake, landslide, subsidence or landslide, when this event is characterised by violence that can be seen on a plurality of entities, whether insured or not, located in the vicinity.
<b>Anti-theft device</b>	Mechanical and/or electronic device installed on the vehicle suitable for preventing it from being driven.
<b>Equipment</b>	Equipment of instruments, placed inside the vehicle, suitable and used for the performance of the insured activity excluding portable electronic machines.
<b>Truck</b>	Motor vehicle intended for the carriage of goods (and the persons assigned to its use).
<b>Car</b>	Car for private or mixed use.
<b>Insured</b>	Person (natural or legal person) whose interest is protected by the insurance. For the purposes of Legal Protection on the Road Cover the Driver or other authorised driver and, in the case of a legal entity, the directors and legal representative.
<b>Common or General breakdown</b>	Legal institution of maritime transport that regulates the expenses and damages directly caused by voluntary measures reasonably taken by the ship's master for the common salvation of the shipment (ship and cargo), to be shared among all the parties involved in the shipment (Article 469 of the Code of Navigation and York-Antwerp Regulation A).
<b>Loading and Unloading</b>	"Loading" operations of lifting Goods and Equipment from the ground in the vicinity of the Vehicle to place them exclusively on the Vehicle; "unloading" the reverse operation.
<b>Burglar alarm keys</b>	All anti-theft device activation and deactivation devices.
<b>Contravention</b>	The violation of a criminal law (offence) sanctioned by arrest and/or fine.



<b>Bodily Harm</b>	Death or personal injury.
<b>Material Damage</b>	Destruction or deterioration of physically determinable property.
<b>Crime</b>	The violation of a criminal rule (offence) punished by imprisonment and/or a fine.
<b>Reduction of the offence</b>	The case where the initial charge is reformulated in the course of the criminal proceedings.
<b>Resolution of the offence</b>	Various causes that extinguish the offence and its consequences (e.g. death of the suspect prior to conviction, amnesty, remission of the complaint, oblation in contraventions, prescription).
<b>Negligent act</b>	Conduct that results in a harmful event not intended by the perpetrator; the event occurs through negligence, carelessness, inexperience or failure to comply with mandatory rules.
<b>Fraudulent act</b>	An unlawful act done with the knowledge and/or intent to cause an event contrary to the law to take place.
<b>Unlawful act</b>	The failure to comply with a precept of the legal system that causes unjust damage to others.
<b>Deductible</b>	Predetermined amount that remains payable by the Insured in the event of a Claim.
<b>Non-contractual offence</b>	When the harm that results from the wrongful act has no connection with any contractual relationship that may exist between the injured party and the damaging party.
<b>Enhanced list</b>	Document listing the goods transported indicating their value in sound condition at the time and place of destination.
<b>Place of destination</b>	The place of completion of the journey as indicated in the policy or insurance certificate; if this place is not expressly mentioned, the place of destination shall be understood to be the place resulting from the transport document relating to the insured journey.
<b>Portable electronic machines</b>	Electronic machines that by their nature and construction can also be transported and used outdoors or outside the premises where the activity is carried out.
<b>Maximum coverage</b>	Maximum amount payable by Generali Italia for one or more covers in respect of each claim and/or each insurance year, for each Vehicle.
<b>Goods</b>	Goods for sale, including packaging, stocks, raw materials, goods under processing, repair or storage. The value of the Goods includes customs duties and manufacturing taxes that have already been paid.
<b>Dangerous goods</b>	Flammable, explosive, toxic or otherwise defined as dangerous goods by specific regulations governing their transport.
<b>Three-wheeler van</b>	Three-wheeled motor vehicle used for transporting goods.
<b>Tractor</b>	The truck tractor or road tractor.
<b>Ship Ferry and/or RO/RO (Roll-on/Roll-off)</b>	The ship is equipped with special loading ramps and mobile bridges to facilitate the boarding of vehicles on their own wheels.
<b>Prescription Medication Labels</b>	Detachable stamps, attached to medicine boxes and bearing the relevant price, used by pharmacies to claim reimbursement from the National Health System.
<b>Trailer</b>	Vehicle for the carriage of goods designed to be towed by another vehicle.
<b>Overdraft</b>	Amount, expressed as a percentage, that remains payable by the Insured in the event of a Claim.
<b>Res judicata</b>	Final decision, no longer subject to appeal.

<b>Claim</b>	The occurrence of the harmful event for which the Insurance cover is provided. For the purposes of Legal Protection on the Road Cover, the fact that, in the criminal complaint or civil court action, is alleged to be unlawful.
<b>Legal costs in criminal proceedings</b>	The court costs to be paid by the convicted person to the State.
<b>Earthquake</b>	Abrupt and sudden upheaval of the earth's crust due to endogenous causes, provided that the insured Building is located in an area, identified among those affected by the Earthquake in the measures taken by the competent Authorities.
<b>Transaction</b>	The agreement by which the parties, by mutual concessions, put an end to a dispute that has arisen between them.
<b>Values</b>	Money, securities and credit instruments in general.
<b>Vehicle</b>	Car, Lorry, Motorcycle, Trailer in the name of the Policyholder or the Insured, also under long-term lease or hire. Trailers towed by motorbike trucks are not insurable.

#### **Definition of Employees: which workers must be registered in the Single work ledger?**

By way of example, they are recorded in the Single work ledger:

- employees and apprentices (including members of cooperative societies who have an employment relationship with the Insured);
- coordinated and continuous collaborators (including members of cooperative societies, directors, advisors and auditors who have a collaboration relationship with the Insured);
- hired and seconded workers from other companies working on behalf of the Insured.

By way of example, co-workers and assistants who perform non-subordinate activities in the company, self-employed workers with VAT registration, scholarship holders, occasional self-employed workers (also with vouchers), interns and socially useful workers are not subject to registration.

## IN MOBILITÀ - DAMAGE TO PROPERTY - TRANSPORTED GOODS AND EQUIPMENT COVER



### What is insured? Basic cover

#### Art. 1.1 Insured risks and property

- a) fire, explosion, burst and lightning action;
- b) earthquake, flooding, dam bursting, snowstorm, cloudburst, earth and stone landslides, avalanches, accidental falling of other bodies onto the road, sinkholes, bridge breakage and road collapsing;
- c) overturning of the vehicle, falling of the vehicle into water and precipices; and in general accidental exit of the vehicle from the roadway such that it cannot be returned by its own means;
- d) collision of the Vehicle with other vehicles, collision of the Vehicle (and therefore not of the load alone) against movable or fixed bodies, excluding kerbstones, and if this event leaves obvious and noticeable traces on the Vehicle itself;
- e) bathing from fresh and/or sea water
- f) strikes, lockouts, acts against the exercise of labour, riots, civil disturbances, acts of vandalism and malicious damage committed individually or in association (including acts of terrorism and sabotage) even if committed for political or ideological purposes;
- g) theft and robbery as a result of the events indicated in (a), (b), (c) and (d) above.

#### There are coverage limits

**The cover is provided if the circumstances did not allow for surveillance and custodial measures to be taken to prevent the theft and robbery of Goods and Equipment.**

The guarantee operates:

- at absolute first risk<sup>1</sup> in accordance with Article 2.3 of the "Rules Operating in the Event of a Loss";
- up to the maximum amount per year indicated for each Vehicle in the Summary Sheet.

#### What does it mean that the insurance is provided at absolute first risk?

Absolute First Loss insurance is a form of insurance on the basis of which, in the event of a claim, compensation is paid up to the insured sum, regardless of the value of the insured assets at the time of the claim, i.e. without application of the Proportional Rule set forth in Article 1907 of the Civil Code. Said rule, in fact, provides that if at the time of the claim the value indicated in the policy of the insured goods is lower than their actual value, the compensation paid shall be reduced proportionally. The advantage for the client of absolute first loss cover is also that of not having to provide an estimate of the real value of the insured goods at the time the contract is concluded.

#### Example

Sum insured in the policy for "Transported Goods and Equipment" euro 15,000.00. Total value of the Goods and Equipment transported euro 20,000.00.

Value of damage to property transported as a result of an accident of EUR 5,000.00.

Under absolute first loss insurance, the full amount of Euro 5,000.00 is paid regardless of the fact that the total value of the insured goods is Euro 20,000.00.

If the proportional rule had been applied, Euro 3,750.00 would have been paid, or 75% of the loss, which is the ratio between the sum insured (Euro 15,000.00) and the real value of the insured property (Euro 20,000.00).

#### Extension of road clearing

Generali Italia shall indemnify the expenses incurred in clearing the roadway of irrecoverable Goods and Equipment damaged as a result of an Accident.

#### There are coverage limits

**For each claim, the compensation shall be paid up to Euro 1,000.00, even in excess of the maximum insured sum for each Vehicle.**

### **Extension of sea crossings by ferry and/or RO/RO**

Generali Italia provides compensation during sea crossings on ferry and/or RO/RO vessels:

- a) material and direct damage to the Goods and Equipment loaded on the insured Vehicle as a result of fire, explosion, bursting, investment, impact and submergence of the vessel;
- b) the costs of salvage of Goods and Equipment;
- c) the loss or deterioration of Goods and Equipment as a result of the insured Vehicle falling overboard during embarkation or disembarkation;
- d) the loss of Goods and Equipment following the loss of the ship;
- e) the loss of Goods and Equipment as a result of dumping or removal from the sea.

Generali Italia shall also indemnify the Insurant for the Common Breakdown contribution owed by the Insurant on the basis of specific regulations made in accordance with the law, the contract of carriage or the customs of the port of destination, provided that the act of common breakdown was intended to avoid a loss indemnifiable under the present policy.



### **What is NOT insured?**

#### **Art. 2.1 Exclusions**

Damages are excluded:

- a) caused by wilful misconduct or gross negligence on the part of the Policyholder and/or Insured, their representatives and/or proxies;
- b) arising from infidelity on the part of persons employed by the Policyholder and/or the Insured;
- c) resulting from blockade violations, smuggling, prohibited or clandestine trade, activity or traffic;
- d) caused by hindrance or interruption of the journey:
  - by the Insured or his employees or;
  - for stoppage of operation of the Vehicle or failure of any of its organs;
- e) arising from spontaneous combustion of the insured property;
- f) arising from the inherent vice and quality of the insured property; natural decline; defect, vice or insufficiency of packaging;
- g) caused by ionised radiation or contamination by radioactivity from nuclear fuels or nuclear waste or from the use of nuclear fuels; radioactive, toxic, explosive or otherwise dangerous elements or contaminants of plants or machines where nuclear energy is developed or nuclear components thereof; warlike instruments using atomic or nuclear fission and/or fusion or similar reaction or developing radioactivity;
- h) arising from hostilities, acts, deeds and operations of declared or undeclared war and their consequences, and in general from any accident of war, mines, bombs or other devices of war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom;
- i) arising from capture, seizure, arrest, restraint or detention and their consequences, and from any attempt made for such purposes; acts, provisions or measures of governments, authorities and peoples;
- j) arising from acts, provisions or measures of persons attempting to usurp public authority.

#### **Art. 2.2 Excluded Goods**

The following goods are expressly excluded from the guarantee:

- a) Valuables, documents, coins, stamps, objects made of precious material, objects of art or antiques;
- b) Used or already damaged goods except those that are being repaired;

#### **There are coverage limits**

With respect to Goods subject to repair, however, cosmetic damage that does not impair the functioning of the Goods is not indemnifiable;

- c) live animals, dangerous goods.

Excluded from the Theft cover are drugs, Prescription Medication Labels and tobacco.



### **Are there any coverage limits?**

#### **Art. 3.1 Limits of Cover**

Damage is also excluded:

- a) arising from breakage, leakage, spillage, dropping of packages - including inside the vehicle - loss, misplacement, non-delivery if they did not occur in connection with one of the events referred to in Art. 1.1 Insured Risks and Circumstances did not permit appropriate measures to be taken to avoid them;
- b) resulting from overloading of the Vehicle with respect to the potential capacity indicated in the Vehicle Registration Certificate, if the Insured does not prove that the damage was caused by causes totally unrelated to the existence of the overload, which must in any case remain within the limits of the potential capacity indicated in the Vehicle Registration Certificate.

#### **Art. 3.2 Excess to be borne by the Insured**

For each claim, the compensation shall be paid subject to a deductible of €250.00; for goods transported, the deductible shall be €500.00.

##### **What is the deductible?**

The deductible is a predetermined amount that remains payable by the Insured in the event of a claim.

##### **Example of deductible:**

Sum insured Cargo: euro 10,000 Value of loss: euro 9,000

Excess: euro 250

Settled compensation: euro 8,750 (equivalent to euro 9,000-250)

#### **Art. 3.3 Limit of compensation per single claim**

Under no circumstances shall Generali Italia indemnify for a single claim affecting several Vehicles an amount exceeding the specific limit indicated in the Summary Sheet.



#### **Where does the coverage apply?**

##### **Article 4 Territorial delimitation**

The cover is provided for **road** transport beginning and ending within the European Union, including Switzerland, the United Kingdom, the Vatican City State and the Republic of San Marino, as well as for **sea crossings** between ports in the aforementioned territories carried out by ferry and/or RO/RO vessels.

#### **Under what operating conditions do we insure?**

##### **Art. 4.1 Characteristics of Vehicles**

The vehicles indicated in the Summary Sheet must be owned by the insured company or its employees. The vehicles may be at the disposal of such persons by virtue of a long-term hire or leasing contract.

##### **Art. 4.2 Execution of transport**

Insurance is provided only if:

- a) transport is carried out in compliance with all applicable legal transport regulations;
- b) the vehicle is in full working order with regard to both mechanical and structural parts;
- c) during vehicle stops on road the goods are adequately protected;
- d) the stowage of Goods and Equipment on the Vehicle is carried out in a workmanlike manner and that, if the Vehicle is not a van, the Goods and Equipment are protected by waterproof tyres in good condition and the packages are properly secured to the Vehicle.



#### **When does the coverage start and end?**

##### **Art. 5.1 Duration of insurance per trip**

The cover begins from the moment the Goods and Equipment leave the ground at the warehouses or depots at the place of departure for the beginning of transport operations, continues during the ordinary course of the trip, and ends upon completion of unloading.



In the presence of a duly issued transport document or the Valued List, any stopovers or storage of Goods and Equipment on board the Vehicle shall also be deemed to be included in the insurance.

**There are coverage limits**

The cover starts at midnight on the 4th day following the day on which the cover takes effect. If the Policy replaces another one that already provided the Cover in question, the Cover itself shall also operate during the aforementioned period under the conditions of the replaced Policy.



**What obligations do I have?**

**Art. 6.1 Good faith**

The circumstances influencing the assessment of the risk are those referred to in the Policy with the declarations made by the Policyholder, including those relating to the type of activity exercised.

**Incorrect or incomplete declarations made by the Policyholder at the time the policy is taken out, as well as failure to communicate changes that aggravate the risk, shall entail the loss of the right to compensation or the reduction thereof<sup>2</sup> only if they concern circumstances referred to in the preceding paragraph and if they**

- are durable;
- and the Policyholder has acted with fraud or gross negligence.

In the other cases, Generali Italia shall in any case be entitled to receive the difference in Premium corresponding to the increased risk from the commencement of the contract or, if the aggravation of risk is later, from the date on which the circumstance occurred.

**Art. 6.2 Complete List of Transported Goods**

The Policyholder shall be exempt from the obligation to declare individual shipments, **but shall always provide the persons in charge of the transport with a complete list of the Goods transported or other equivalent documentation.**

**Art. 6.3 Damage to Goods and Equipment Loaded on the Trailer**

Goods and Equipment loaded on a Trailer are insured **if the trailer is identified in the Summary Sheet.**



**What is insured? Optional Guarantees**

**Art. 7.1 Optional covers**

**Extension for Load and Unload**

The cover extends to material and direct damage that may affect the insured goods as a direct consequence of loading and unloading operations.

**There are coverage limits**

**For each claim, the compensation shall be paid subject to the application of a 10% deductible with a minimum of 250.00 euros, raised to 500.00 euros for transported Goods.**

**Extension for non-refrigeration**

Generali Italia shall indemnify the material and direct damage that the insured goods may suffer as a result of a breakdown and/or accidental stoppage of the refrigeration system, from the moment they are placed on a refrigerated vehicle at the place of loading until the moment they are unloaded from the vehicle at their destination.

**What is not insured**

**The guarantee does not apply if the failure and/or stoppage of the refrigeration system is wholly or partly due, directly or indirectly, to incorrect adjustment, poor maintenance or ageing of the system, lack of fuel and/or electricity.**

**However, damage to the insured goods resulting from any damage to the cold storage room as such (walls, bottom, ceiling, closure) is excluded unless such damage is directly caused by one of the following events:**

- fire, explosion and lightning action;
- overturning, impact and collision of the land transport vehicle;
- fire, investment, collision and submersion of the ship;
- fall at sea and/or on land during embarkation, disembarkation or transshipment operations.



### There are coverage limits

For each claim, the compensation shall be paid with the application of the 20% Deductible with a minimum of €250.00.

In any case, the guarantee is effective provided that the failure and/or accidental shutdown of the refrigeration system has lasted for a continuous period of not less than 8 hours.

#### What obligations I have

##### Obligation to periodically overhaul the refrigeration system

The Policyholder and/or Insured Party is obliged to have a specialised workshop carry out periodic checks and maintenance of the refrigeration system at intervals of no more than 6 months and, in the event of damage, to present the invoice and/or documentation relating to the last inspection carried out, under penalty of forfeiture of the right to compensation.

In addition, the Contracting Party and/or Insured Party shall be obliged to provide Generali Italia with documentation (health certificate, phytopathological certificate, etc.) proving that, at the time of loading, the Goods were in perfect condition and already brought to the optimal temperature required for transport.

### Extension for Theft and Robbery

Generali Italia shall indemnify, in addition to that indicated in Art. 1.1 "Risks and insured assets", material and direct damage to insured Goods and Transported Equipment as a consequence of Theft and Robbery up to the additional specific limit per year indicated for each Vehicle in the Summary Sheet.

#### There are coverage limits

The cover shall operate with the application of a 10% deductible for each claim with a minimum of €250.00, raised to 20% with a minimum of €500.00 for furs and oriental carpets and for means of transport as transported Goods.

With regard to Transported Equipment, cover is provided with a sublimit of 30% of the maximum theft and robbery limit per Vehicle with a maximum of €5,000.00 per year.

#### **In relation to Theft and Robbery cover, how do the overdraft and the Minimum coverage apply to transported Goods?**

In the event of a claim, the Cover provides for the application of an overdraft calculated on the amount of the value of the loss, which may amount to 10% with a minimum of EUR 250.00.

##### **Example**

Sum insured Cargo euro 15,000.00 Value of loss euro 10,000.00

The overdraft equal to 10% of the value of the loss or damage, i.e. Euro 1,000.00 (which is higher than the minimum of Euro 250.00) shall first be applied, so the resulting compensation is Euro 10,000.00-1,000.00 = Euro 9,000.00.

### Theft of Goods and Equipment as a result of the theft of the Vehicle, excluding transports by means of Motor Vehicles

In the event of theft of the Vehicle, cover for Goods and Transported Equipment is provided if the Vehicle **during stops or stopovers has its windows closed and doors locked and if**

- a) is subject to uninterrupted surveillance, by which is meant surveillance by sight and by the continuous presence of the driver in the immediate vicinity of the vehicle; or
- b) is stored in premises with accesses under control or closed by appropriate means or in areas with valid fences and with gates under control or closed by appropriate means; or
- c) parking in port or airport areas, fenced off and with the gates under control.

Apart from the hypotheses indicated in the preceding paragraph, the cover shall in any case only apply if

- **an anti-theft device is activated and**
- **the windows were closed and the doors of the vehicle locked during any stopping or parking;**

**and whether:**

- the theft of the Vehicle is effected by **breaking or entering the windows or doors and the anti-theft device installed on the Vehicle**, or the theft of the trailer alone detached from the tractor vehicle is effected by **breaking or entering the anti-theft device installed on the trailer;**
- **in the event of a claim, all the keys of the anti-theft device shall be promptly handed over to Generali Italia or to the appointed expert - as proof that the anti-theft device has been fitted;**
- **no duplication of the keys supplied with the anti-theft device has been made or caused to be made for any reason.**

#### There are coverage limits

**In case of an anti-theft device:**



- the cover is effective for each claim with the application of a 25% deductible with a minimum of euro 250.00, raised to euro 500.00 for furs and oriental carpets and for means of transport as transported Goods;
- the failure of the Authorities and/or Generali Italia and/or the expert appointed by the latter to ascertain - pursuant to letter c) of Art. 2.1 Obligations in the event of a claim - that the anti-theft device, the windows and doors have been broken, in the event that the vehicle is found, shall result in the ineffectiveness of the cover. If the ascertainment is rendered impossible by the failure to find the vehicle, the cover shall nevertheless be operative if all the keys of the anti-theft device have been delivered to Generali Italia and the installation of the device is proven.
- in the event of the theft or loss of even one of the anti-theft device's keys, the Policyholder must immediately report the theft or loss to the Authorities and notify Generali Italia, providing for the replacement of the anti-theft device. It is understood that in such an eventuality, the guarantee operative in the presence of the anti-theft device shall remain automatically suspended from the moment of the aforesaid loss or theft, and shall resume effect from the date of installation of the new device.

#### **Theft of Goods and Equipment without removal of the vehicle excluding transports by means of motor vehicles**

In the case of theft of Goods and Transported Equipment without theft of the vehicle, the cover shall apply if during stops or stopovers the vehicle itself has its **doors locked and its windows completely closed**, and if the damage is perpetrated **by breaking or entering the means of locking or breaking the vehicle's windows**.

The break-in or burglary must have been ascertained by Generali Italia or by an appraiser appointed by Generali Italia, who shall have intervened pursuant to letter c) of Art. 2.1 Obligations to notify loss or damage and to rescue the insured party in the event of a claim.

#### **There are coverage limits**

**The cover does not apply to non-van vehicles.**

#### **Theft of Goods and Equipment Transported by Car**

In the case of transport by a vehicle indicated in the Summary Sheet, theft cover is provided if:

- the car is equipped with an anti-theft device that also sounds an alarm if the doors are opened;
- theft of insured property, with or without theft of the car, by breaking or burglary of windows or doors;
- the insured goods are stored in the luggage compartment and are not visible from the outside;
- during stopovers between 10 p.m. and 6 a.m., the car is kept in premises with accesses under control or closed by appropriate means, or in areas with valid fences and with accesses under control or closed by appropriate means.

#### **There are coverage limits**

**In the absence of an anti-theft device activated and equipped with an audible alarm in the event of doors being opened, cover shall nevertheless be provided for Goods and Equipment transported with a limit of 20% of the sum insured for Theft and Robbery and in any case up to a maximum of €5,000.00.**

**In this circumstance, the cover shall be subject to the application of a 25% deductible per claim with a minimum of €250.00, raised to €500.00 for furs and oriental carpets and for means of transport as transported Goods.**

<sup>1</sup> Without applying Article 1907 of the Civil Code

<sup>2</sup> Partial derogation from Articles 1893 and 1898 of the Civil Code.

## IN MOBILITÀ - LEGAL PROTECTION ON THE ROAD

### Foreword

In relation to the regulations introduced by Legislative Decree No. 209 of 7 September 2005 - Title XI, Chapter II, Articles 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection claims to

DAS - Difesa Automobilistica Sinistri S.p.A.

with registered office in via Enrico Fermi 9/B - 30175 Verona - Toll-free number: 800475633 - Mail: [sinistri@das.it](mailto:sinistri@das.it) hereinafter referred to as DAS for brevity.

All complaints, documents and any other elements relating to such claims must be sent to the latter.



### What is insured? Basic cover

#### **Art. 1.1 Insured expenses**

Generali Italia shall bear, in place of the Insurant, up to the insured sums indicated in the Summary Sheet for this Section, the expenses arising from the occurrence of a claim within the scope of the declared activity that has given rise to the disputes referred to in Art. 1.2 "Insured disputes".

The expenses covered are exclusively:

- a) extrajudicial assistance;
- b) for the intervention of a lawyer appointed to handle the dispute; in the event that the damaging event has occurred and, in the event of legal proceedings, is dealt with in one of the foreign countries covered by the guarantee (Art. 3.1), the Insurant may be assisted by two lawyers, one of whom is a lawyer in Italy and one before the competent foreign judicial authority;
- c) for the intervention of a domiciliary lawyer in the handling of the dispute.

#### **There are coverage limits**

**The guarantee operates with a limit of €3,000.00 per dispute;**

- d) for the intervention of a court-appointed expert/technical advisor and/or a party's technical advisor;
- e) of justice;
- f) liquidated in favour of the other party in the event of losing the case, with the exclusion of any amounts resulting from joint and several liability;
- g) resulting from a settlement authorised by DAS, including the costs of the other party, provided that they have been authorised by DAS;
- h) to ascertain the subjects, ownership, modalities and dynamics of claims;
- i) of investigations to search for evidence in criminal proceedings;
- j) for the drafting of complaints, complaints, petitions to the Judicial Authority;
- k) of the arbitrators and the intervening lawyer, in the event that a dispute falling under the guarantee must be referred to and settled before one or more arbitrators;
- l) pertaining to compulsory execution.

#### **There are coverage limits**

**The cover operates with the limit of the first two attempts;**

- m) for the compensation, to be borne exclusively by the Insured Party and with the exclusion of that deriving from solidarity obligations, due to the Mediation Bodies, if not reimbursed by the counterparty for any reason, within the limits set forth in the tables of indemnities due to the Public Bodies;
- n) for the unified contribution towards the costs of court proceedings, if not reimbursed by the other party in the event of the latter's losing the case;

In addition, in the event of an arrest, threat of arrest or criminal proceedings abroad, in one of the foreign countries covered by the guarantee (Art. 4.1), Generali Italia pays out:

- expenses for the assistance of an interpreter **up to € 1,000.00;**
- costs relating to translations of minutes or procedural documents **up to 10 hours.**

#### **Out-of-court claim**

Any claim for compensation and/or payment made by one party against another prior to the commencement of a lawsuit before a court.



### Art. 1.2 Insured disputes

The cover is operative for the protection of the rights of the Insurant who, in relation to the ownership, driving or circulation of vehicles declared in the Schedule of Cover, is involved in one of the following disputes:

- a) relating to damage that the Insured claims to have suffered as a result of another person's non-contractual tort;
- b) proceedings concerning charges for culpable offence or contravention against the Insured, including the offences of road homicide and road personal injury (L. 41/2016) - in this case, the cover is also operative following a charge for driving under the influence of alcohol **only if a blood alcohol level not exceeding 1.50 g/l** has been ascertained;
- b) proceedings concerning charges for culpable offence or contravention against the Insured, including the offences of road homicide and road personal injury (L. 41/2016) - in this case, the cover is also operative following a charge for driving under the influence of alcohol **only if a blood alcohol level not exceeding 1.50 g/l** has been ascertained;
- c) appeals against measures depriving the insured person of his or her driving licence as a direct and exclusive consequence of a road traffic accident resulting in death or injury;
- d) petitions to obtain the release of the vehicle involved in a road accident with a third party.

The list is exhaustive.

### Art.1.3 Telephone counselling

In the cases referred to in the preceding article, Generali Italia also provides, at the request of the insured party, legal advice by telephone, in order to deal correctly with a dispute of a legal nature, to correctly set up communications addressed to a counterparty (e.g. requests for compensation or warnings), and to obtain clarification on laws, decrees and regulations in force.

To request legal advice by telephone, the insured person should call the toll-free number 800 475 633, which is active **from Monday to Friday from 8 a.m. to 6 p.m., providing the Policy number and a telephone number where they can be contacted.**



### What is NOT insured?

#### Art. 2.1 Exclusions

The insurance does not cover claims and proceedings concerning or arising out of:

- a) wilful act of the Insured;
- b) contractual matters;
- c) tax and fiscal law;
- d) possession or use of radioactive substances, contamination, pollution;
- e) navigation and in-water storage of vessels, air navigation.

In addition, the insurance does not apply if, at the time of the dispute, the Vehicle is:

- not covered by a valid liability insurance policy within the meaning of the Act;
- in breach of registration.

Finally, Generali Italia shall not be liable for the payment of fines and tax charges that may arise during or at the end of the dispute, with the exception of the VAT shown on the invoices of the professionals appointed, in cases where the Insurant cannot deduct it, as well as the payment of the unified contribution.



### Are there any coverage limits?

#### Art. 3.1 Limits of Cover

The cover does not apply:

- a) if the Insured, as the driver of the Vehicle, drives with an invalid or irregular licence; if the Insured, on the other hand, drives with an expired licence or without having obtained a licence despite having passed the driving fitness examinations, the exclusion does not apply if he/she obtains the issue or renewal of the licence within 90 days of the date of the claim;

- b) if the Insured Person is under investigation or accused of fleeing, failure to assist a person in danger(1), driving while impaired by drugs or psychotropic substances(2), or driving while intoxicated(3) with a blood alcohol level higher than 1.50 g/l, or if the penalties foreseen by the relevant articles of the Highway Code are applied, except in cases where the Insured Person is acquitted or cleared by a final judgment or if the case is dismissed due to the lack of grounds for the offence.



#### Where does the coverage apply?

##### Art. 4.1 Territorial validity

The cover applies to claims that have occurred and whose litigation is being prosecuted:

- in all European states, in the event of **non-contractual damages** or criminal proceedings;
- in Italy, the Vatican City and the Republic of San Marino in all other cases.



#### When does the coverage start and end?

##### Art. 5.1 Operation of the cover

The cover is effective for disputes arising from claims occurring during the period of validity of the cover on condition that the Insured became aware of such disputes within six months of the termination of this contract.

For the purposes of the foregoing, the date of the Accident is identified:

- in criminal proceedings: when the commission of the offence is assumed to have begun;
- in civil law: when the non-contractual wrongful act giving rise to the right to compensation is assumed to have begun;
- in administrative proceedings: when, in the act of investigation, the tort is alleged to have begun.

If the act is protracted through several successive acts, it shall be deemed to have occurred at the time when the first conduct giving rise to the dispute is supposed to have taken place.

Disputes brought by or against several persons and concerning the same fact or identical or related claims shall for all purposes be deemed to have originated from a single claim.



#### Summary of insured sums, compensation limits, fixed and percentage excesses

##### Summary Sheet

A summary of the **sums insured, compensation limits, fixed and percentage excesses** is provided in the attached Summary Sheet, which forms an integral part of this contract.

(1) Art. 189 of the Highway Code.

(2) Art. 187 of the Highway Code.

(3) Art. 186/186 bis of the Highway Code.

## COMMON RULES OF THE MODULO PROTEZIONE DELLA MOBILITÀ



### When does the coverage start and end?

#### **Art. 1.1 Activation and deactivation of the covers**

Legal Protection cover may **only be activated if Damage to Goods and Transported Equipment cover is active**. The deactivation of the Damage to Goods and Transported Equipment Guarantee entails the deactivation of the entire "Modulo Protezione della Mobilità".

#### **Art. 1.2 Deactivation of the Modulo Protezione della Mobilità**

Partially derogating from Article 16 "Cancellation and termination of different Forms of cover" of the Modulo Generale, Generali Italia and the Policyholder have the right to withdraw from the warranties provided by this Form **on each annual expiry date with notice of 30 days prior to** the annual expiry date, to be sent in accordance with the procedures set forth in Article 9 "Communications between the Parties" of the Modulo Generale.

#### **Art. 1.3 Disposal of Vehicles**

In the event of the alienation of one or more Vehicles, the Warranties in this Form associated with them shall **cease from the moment of alienation**. Consequently, the Policy must be updated in accordance with Art. 1897 of the Civil Code and Art. 4 Object and Operation of the Insurance of the Modulo Generale.

In the event of **the sale of the Vehicle followed by replacement** with another Vehicle **in the name of the same party and in the absence of an update to the Policy**, the cover shall automatically continue under the same conditions on the new Vehicle **until the thirtieth day following the expiry of the insurance annum** if the cover remains in force. After this date, the COVER on the new Vehicle **shall cease unless the Policy is updated with the details of the new Vehicle**.

**Deactivating the cover of a Vehicle may lead to an increase in the premium for the remaining Vehicles as a result of the loss of the discount provided for the insurance of several Vehicles.**



### What obligations do I have?

#### **Art. 2.1 Inspection of insured property**

Generali Italia shall always have the **right to visit the insured items** and the Insured shall be obliged to provide it with all necessary indications and information.

## RULES OPERATING IN THE EVENT OF A CLAIM



How can I cancel the covers?

### **Art. 1.1 Cancellation in the event of a claim**

Following the notification of any claim, made in accordance with the terms and conditions of the Policy during the term of the contract, Generali Italia may withdraw from one or more Warranties:

- by giving notice to the other party in the manner provided for in Article 9 "Communication between the Parties" of the Modulo Generale;
- within the 60th day following the payment or rejection of the Compensation.

**Cancellation takes effect 30 days after receipt of the relevant notice.**

Within the 15th day following the effective date of Cancellation, Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the period of risk not taken, excluding taxes.

**The payment or collection of Premiums due after the notification of the claim or any other act of the Parties shall not be construed as a waiver of the right of Cancellation.**

## IN MOBILITA' - DAMAGE TO PROPERTY - GOODS AND EQUIPMENT TRANSPORTED COVER



What obligations do I have? What obligations does the Insurer have?

### **Art. 2.1 Obligations in the event of a claim**

In the event of a claim, the Policyholder and/or Insured must:

- a) give immediate notice to Generali Italia, indicating the number plates of the vehicles involved, take the necessary measures to avoid or mitigate the damage and arrange for the recovery and preservation of the Goods and Equipment transported; Generali Italia shall have the right to take any initiative directed to this end, without prejudice to the respective rights and without its intervention affecting the legal situation of the goods; the Policyholder - or whoever on its behalf - must also fulfil the specific obligations for Theft and Robbery Cover;
- b) not to make any changes, except for the salvage of the Goods or for justified reasons, to the state of the Vehicle and the load, as well as to the traces of the Accident before the intervention of the expert appointed by Generali Italia;
- c) request as soon as possible, possibly also in transit and in any case at the latest upon arrival of the Goods at destination, the immediate intervention of the expert appointed by Generali Italia to ascertain the nature, cause and extent of the damage. The ascertainment of the damage shall, where possible, take place in contradiction with any liable party. Should the ascertainment of the damage take place in a place where Generali Italia does not have its own appointed appraiser, the Policyholder or the Insurant must request the intervention of the qualified appraiser or the Italian Consular Authority or, in their absence, the competent local authorities;
- d) take, taking into account the legal and contractual terms, all necessary steps to safeguard the action against any liable party;
- e) perform, at the request of Generali Italia, which assumes all responsibility and liability, all acts that, for the purposes of this Article, are deemed necessary or appropriate;
- f) refrain from settling and/or collecting any compensation from liable third parties without the prior written consent of Generali Italia;
- g) provide Generali Italia with any useful document and comply with any other request made to them by Generali Italia for the purposes of this article.

In the event of non-compliance with the above obligations, Articles 1915 and 1916 of the Civil Code shall apply.

### **Specific Obligations for the Failure to Refrigerate cover**

Without prejudice to the other provisions of the preceding paragraph regarding obligations in the event of a claim and rescue, the Policyholder and/or Insurant or whoever on their behalf is obliged, as soon as the breakdown and/or stoppage occurs, to take all necessary and possible measures to remedy the situation and/or safeguard the insured goods. In particular, should the breakdown of the refrigeration equipment be detected during the course of the trip, the driver of the vehicle - in order to avoid the occurrence or worsening of the damage - shall, where possible, take the



following actions:

- a) contact the nearest specialised workshop to repair the fault, and/or
- b) have the goods temporarily stored in the nearest cold store in the event that the time required for the repair or the remaining duration of the journey was such that it could reasonably be expected that damage would occur or worsen, or
- c) request the intervention of a refrigerated rescue vehicle with which to make the remaining part of the journey.

Such measures should be taken provided that they are cost-effective and justified in relation to the alleged damage.

The Policyholder and/or Insured, or whoever on their behalf, is obliged to have the occurrence ascertained, at the place where the damage was detected, by the appointed appraiser, if the same is unavailable, by a local authority (police, customs or public official), obtaining a report and/or statement indicating the time at which the persons intervening were able to view the breakdown and, if found, its causes.

Any damage and losses suffered by the goods transported shall be ascertained once they have arrived at their destination by the appointed appraiser, who shall make an appraisal of the nature of the goods and the percentage of damage to be taken into account for the purposes of any settlement.

The Policyholder and/or Insurant **must** also, prior to having the definitive repairs to the refrigeration system carried out at the chosen garage, **request the intervention of an expert agreed with Generali Italia** to carry out a technical appraisal in order to establish whether the system itself has suffered a breakdown and/or accidental stoppage of more than eight hours and, if so, the cause of said breakdown and/or stoppage. **Failure to carry out the aforementioned appraisal shall result in forfeiture of the right to compensation, except in cases where the definitive repairs were carried out as a matter of urgency during the trip.**

#### **Specific obligations in cases of theft or robbery**

In the event of theft or robbery, the Policyholder or the Insured, or whoever on their behalf, must report the theft or robbery to the competent Authority closest to the place of the claim, indicating

- a) description of the facts;
- b) vehicle identification data;
- c) the elements suitable for identifying and quantifying the Goods and Equipment transported;
- d) the full particulars of the driver(s) of the vehicle used for the transport as well as any witnesses able to report on the circumstances of the case;
- e) the existence and possible activation of anti-theft devices and other protection and security systems.

A copy of the aforementioned report must be sent to Generali Italia as soon as possible. In the event of failure to comply with the above obligations, Articles 1915 and 1916 of the Civil Code shall apply.

#### **Specific obligations if the vehicle is found**

If the theft of the Goods and Equipment has occurred together with the vehicle used for the transport and the latter is found, the Policyholder or the Insured Party or whoever on their behalf must immediately request the intervention of the competent Authorities or of Generali Italia or the expert appointed by the latter in order to ascertain and record the condition of the vehicle, the breaking and entering of any anti-theft device, the windows and doors and any other protection and security device existing on the vehicle; a copy of the report of discovery must be promptly sent to Generali Italia.

The Policyholder or his representative shall refrain from altering the condition of the vehicle found, prior to such ascertainment.

In the event of non-compliance with the above obligations, Articles 1915 and 1916 of the Civil Code shall apply.

The Policyholder or the Insured, or whoever on their behalf, must also hand over the keys, the documents relating to the Anti-Theft Device and copies of the reports of intervention by the Authorities.

#### **Art. 2.2 Value of Goods and Equipment**

The value of transported Goods shall be the **invoice price**, excluding VAT. For semi-finished or non-processed Goods, the value consists of the cost of production or purchase, transport and ancillary costs and charges.

For Equipment and Goods subject to repair, the cost of replacing the insured goods with new or equivalent goods in terms of economic performance is estimated, less a depreciation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstances.

#### **Art. 2.3 Insurance at absolute first risk**

The insurance is provided at Absolute First Risk<sup>1</sup>, i.e. without application of the proportional rule, therefore the compensation is paid up to the **sum insured** for each Vehicle, regardless of the value of the Goods and Equipment transported.





#### **Art. 2.4 Determination of Damage**

Damage consists of the difference between the value of the Goods and Equipment as defined in Article 2.2 and the value of the Goods in the condition in which they are found following the loss.

The latter value, if Goods and Equipment are sold with the consent of Generali Italia, is the net proceeds of the sale. In the event of damage to or loss of any repairable part of Goods or Equipment, Generali Italia shall only be liable for the value of the damaged or lost part even if it has not been separately valued and shall only indemnify the costs of repair or replacement of the said part, excluding any depreciation of the object to which it belonged. The costs of any improvements, modifications and additions made in connection with the repairs are not indemnifiable.

##### **How is damage to goods assessed?**

Traffic accident with damage to goods sold to a customer with invoice value: €10,000

##### **Example 1**

Following the claim, the damaged goods were sold with the consent of Generali Italia for a value of: €4,000.

The value of the damage is determined by the difference between the invoice amount and what was realised from the sale: €10,000 - €4,000 = €6,000

##### **Example 2**

As a result of the accident, the goods are completely lost due to the fire in the van.

The value of the damage is determined by the full invoice value as there is no residual value of the goods that were completely lost: €10,000.

#### **Art. 2.5 Request for Compensation**

The Policyholder and/or the Insured must:

- a) deliver the transport documents, copies of any reports of the claim to the Authorities and any other documents necessary to ascertain the circumstances of the claim;
- b) deliver any minutes drawn up in adversarial proceedings with any person who may be liable for the damage and any other documents necessary to exercise the action for damages;
- c) produce the invoice and other documents in original form necessary for ascertaining the nature, quality, quantity and value of the goods and proving entitlement to compensation;
- d) declare whether and which other insurances have been taken out on the same goods as provided for in Article 6 "Guarantees with different insurers" of the Modulo Generale.

The Policyholder must also fulfil the specific obligations set out in Article 2.1 '**Specific obligations in the event of theft or robbery**'.

#### **Art. 2.6 Payment of compensation**

Upon receipt of the necessary documentation as per Art. 2.5 "Request for compensation", having verified the validity of the cover and assessed the damage, Generali Italia shall, **within 30 days** from the date of the friendly settlement deed or the final report of the appraisal without opposition and if the Insurant, at the request of Generali Italia, has produced the documents proving that there is no fraud on the part of the Policyholder/Insured Party:

- pay compensation; or alternatively;
- informs of the reasons why the compensation cannot be paid.

This is without prejudice to any different terms and conditions provided for specific warranties, to which the Policyholder is referred for detailed verification.

#### **Art. 2.7 Right of recourse**

Once the compensation has been paid, Generali Italia shall be subrogated to the rights of the Insurant towards liable third parties, and shall have the right to claim against the latter within the terms allowed by the law and/or applicable national and international conventions.

The Policyholder and/or the Insured shall not allow any exemption or limitation of this liability. In the event of non-compliance, Article 1916 of the Civil Code shall apply.

## IN MOBILITA' - LEGAL PROTECTION ON THE ROAD COVER



### What obligations do I have? What obligations does the Insurer have?

#### Art. 3.1 Reporting a dispute

The claim must be reported promptly by one of the following methods:

1. **TELEPHONE REPORT** at the toll-free number 800.475.633 (operating from Monday to Friday from 8:00 a.m. to 6:00 p.m.), in which an operator will collect the report of what happened, communicate the information and/or documents required to activate the guarantee, provide all the information relative to the methods of handling the claim, and issue an identification number for the file;
2. **WRITTEN REPORT**: the notice, containing the information and/or a copy of the documents required to activate the guarantee, must be sent by e-mail to: [sinistri@das.it](mailto:sinistri@das.it)

**All documentation must be regularised at the Insured Person's expense, if required by current stamp and registration tax regulations.**

**In order to be able to validly avail of the services envisaged by the Cover, the Insured Party must promptly provide DAS with a copy of any additional deed or document received subsequent to the notification of the claim and any useful information for the management of his/her case.**

**In the event of criminal proceedings, the Insured Person must report the claim when the criminal proceedings commence or at the time he/she becomes aware of his/her involvement in the criminal investigation.**

#### Art. 3.2 Arrangements for the dispute management

Prior to any court action, the handling of the case is reserved exclusively to DAS, according to the following provisions:

- having received the report of the claim, DAS shall make every possible attempt to settle the controversy in an amicable manner, directly or with the aid of professionals identified by DAS (in accordance with article 164 paragraph 2 letter a) of the Private Insurance Code - Legislative Decree 209/05). **For this purpose, the Insured Party must issue, where requested by DAS, a specific power of attorney for the management of the dispute;**
- for the resolution of the dispute, DAS assesses the advisability of resorting to or adhering to amicable dispute resolution procedures, such as civil mediation, assisted negotiation, joint conciliation;
- the Insured Person may at this stage choose a lawyer of his/her choice if a conflict of interest situation with DAS arises.

DAS authorises possible legal action:

- always, when it is necessary to defend the Insured in criminal or administrative proceedings;
- **if the amicable settlement is unsuccessful and/or the claims of the Insured have a chance of success, in other cases. The Insured Person shall communicate to DAS the information and arguments on which to base the action or resistance in court in order to enable DAS to assess the chances of success.**

For the judicial phase, DAS transmits the file to the appointed lawyer in accordance with the following provisions:

- the Insured Person may indicate to DAS a lawyer of his choice;
- **if the Insured Person does not provide such an indication, DAS may identify the lawyer directly;**
- **the Insured Person must in all cases duly mandate the appointed lawyer, providing him/her with all the information and documentation necessary to enable the best protection of his/her interests;**
- if, during the course of the same level of judgement, the Insured decides to withdraw the professional mandate conferred on a lawyer and to instruct a new lawyer, **DAS does not reimburse the costs of the new lawyer in respect of activities already carried out by the first lawyer.** This provision does not apply in the event that the lawyer withdraws the assignment.

**For all intents and purposes, DAS manages a single claim:**

- **in the presence of disputes, brought by or against one or more persons and concerning the same or related claims;**
- **in the presence of proceedings, even of a different nature, due to the same event/deed in which one or more insured persons are involved;**
- **if the event giving entitlement to services continues through several successive breaches of the same nature.**

### **Art. 3.3 Obligations of the Insured**

In order to be entitled to services under the Cover, the Insured must comply with the following provisions:

- a) **must report the claim promptly and in any event within the time allowed for its defence;**
- b) **must promptly update DAS on any circumstances relevant to the provision of services;**
- c) **before instructing a lawyer or expert witness, it must notify DAS and have obtained confirmation to proceed;**
- d) **before signing an economic agreement or a cost estimate of the appointed lawyer or expert, it must obtain confirmation to proceed from DAS;**
- e) **may not agree with the counterparty, without the prior authorisation of DAS, any settlement or agreement for the settlement of the dispute that provides for DAS to bear expenses in addition to the fees of the Insured Party's lawyer. If the Insured Party proceeds without authorisation, DAS guarantees the reimbursement of the charges to be borne by the Insured Party only after verification of a real urgency in concluding the transaction and if it is convenient.**

### **Art. 3.4 Terms for compensation**

After receiving the necessary documentation, verifying that the guarantee is operational and assessing the expenses incurred by the insured party, **DAS** will provide services **within 30 days**:

- pay compensation, or alternatively
- communicates the reasons why the compensation cannot be paid.

### **Art. 3.5 Exemption from liability**

**Generali Italia and DAS are not responsible for the work of lawyers and experts.**

**Generali Italia and DAS are not liable for any delays in the provision of services that are caused by the lack of suitable documentation supporting the Insured Person's claims.**

### **Art. 3.6 Arbitration for Conflict of Interest or Disagreement on Dispute Management**

In the event of a conflict of interest or disagreement between the Insured Party and DAS on the administration of services, either the Insured Party or DAS may request that the matter be referred to an arbitrator appointed by mutual agreement by the Parties or, in the absence of agreement, by the President of the competent Court in accordance with the Code of Civil Procedure.

The Insured and DAS each contribute half of the arbitration costs, unless the Parties agree otherwise.

The arbitrator decides according to equity. If the decision of the arbitrator is unfavourable to the Insured Person, he may still proceed for his own account and risk. If, as a result of its action, the Insurant obtains a result that is more favourable than that previously envisaged or acquired by DAS, either in fact or in law, the Insurant may request from DAS the reimbursement of the expenses sustained and not reimbursed by the other party, **within the limits of the Policy Limit**.

If the Insured intends alternatively to take legal action, the civil action may be preceded by an attempt at mediation as provided for by Legislative Decree No. 28 of 4 March 2010.

### **Art. 3.7 Recovery of sums**

All sums liquidated or in any case recovered for capital and interest shall be the exclusive responsibility of the Insurant, while DAS shall be entitled to any sums liquidated in favour of the Insurant **judicially or extra-judicially for expenses, fees and commissions up to the amount of the compensation paid**.

### **Art. 3.8 Limits of compensation**

The cover is valid up to the limits indicated in the Summary Sheet for this Cover. The **"Claims ceiling"** represents, for each Vehicle, the maximum limit of compensation for each claim.

The **"one-year limit"** represents, for each vehicle, Generali Italia's maximum outlay for several claims occurring in the same insurance year.

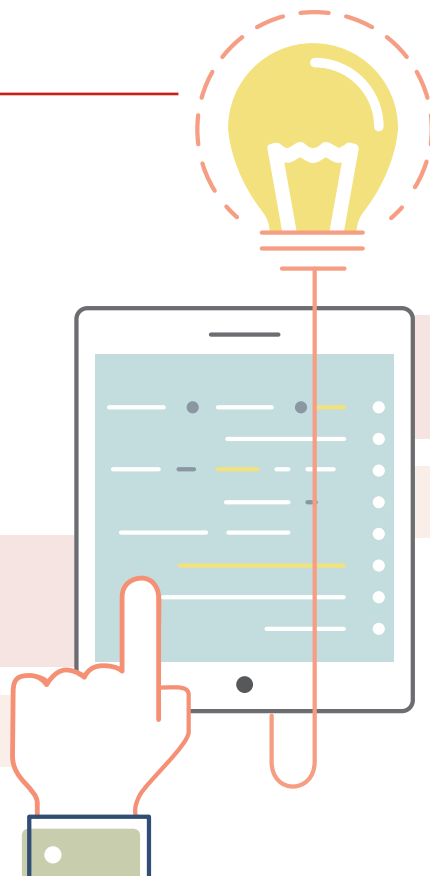
If the cover provides for the application of an Excess or Deductible, the relevant amounts shall be deducted from the amount of the claim, subject to the agreed limit of compensation.

This is without prejudice to different compensation limits provided for in specific contractual provisions.

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<sup>1</sup> Without applying Article 1907 of the Civil Code.

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