

**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.

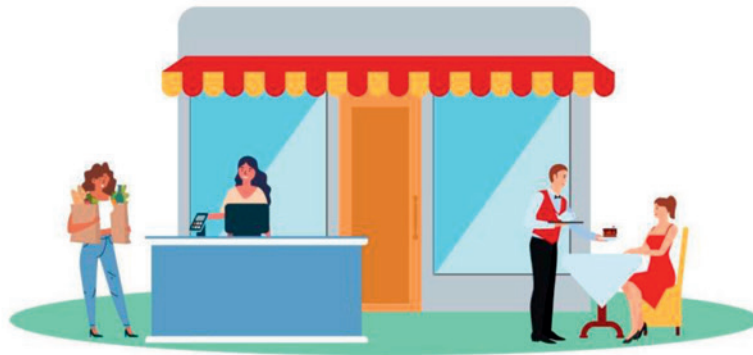
The Pronto Avvocato Service, the Prevenzione e Assistenza services and the Modulo Protezione della Continuità Forms of cover must be combined with at least one of the added Modules.

*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

- **Assistance services**, to quickly solve an unforeseen problem
- **Forms of cover and levels of protection** to protect your property and assets

**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 Forms of cover added 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

#### MODULO PROTEZIONE DELL'ATTIVITÀ

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

For detailed information on the content of the Forms of cover 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 Forms of cover of the Modules that make up the product, are indicated in the exclusions set out in the insurance conditions relating to the specific Form of cover and are marked in bold.

For detailed information on the exclusions relating to the Forms of cover 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 Forms of cover 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 Forms of cover 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 indemnity.



## 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



## What is NOT insured?

### MODULO PREVENZIONE E ASSISTENZA

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

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 benefit, 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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## 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?

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

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

<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 indemnity, 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 guarantee 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 in the list that follows the "activity code" indicated in the policy and 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 business activity codes is given at the end of this Module.

### **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 the premium and start of cover - Payment of the premium – Cooling-off period**

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 Civil 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

**ELECTRICITY, ELECTRONICS, MECHANICS, METALS, OPTICS sector**

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

**VEHICLES, VESSELS AND THEIR ACCESSORIES sector**

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 and ornamental trimmings	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 activity codes that are specified by a special declaration by the Policyholder in the Summary Sheet:

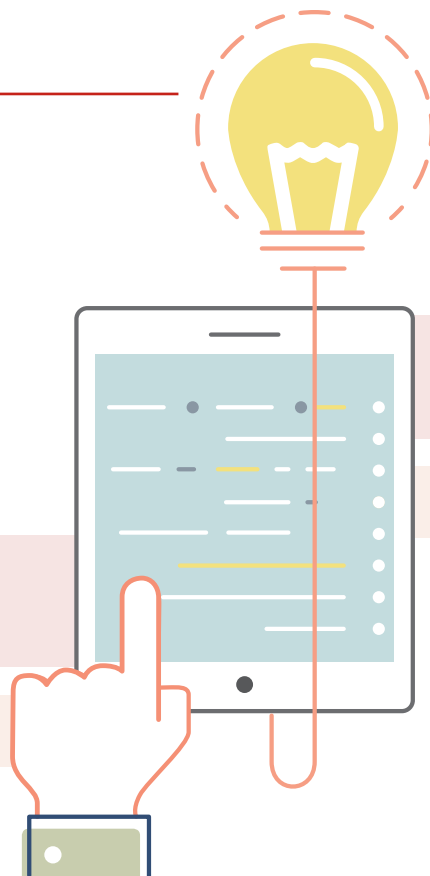
- C: with/without catering activities
- L: with/without use of UV lamps, lasers or saunas
- O: with/without machine shop
- P: with/without own production
- T: with/without installation activities, maintenance at third parties

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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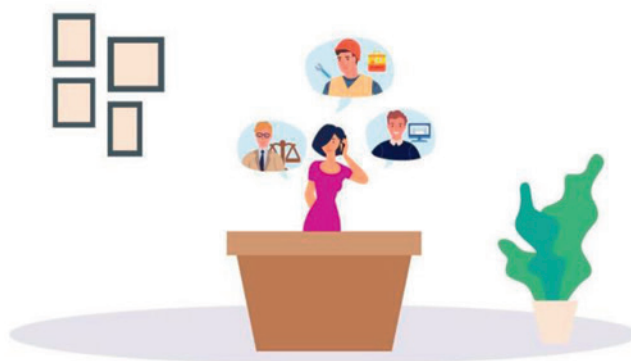
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## ATTIVA CREA DISTRIBUISCI!

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 the owner in relation to civil law disputes concerning

- ✓ damage to the building and the property therein due to the wrongful act of third parties;
- ✓ disputes relating to maintenance, repair and renovation works;
- ✓ disputes concerning rights in rem;
- ✓ disputes relating to the lease agreement with the tenant of the property;
- ✓ disputes with the condominium where the property is located.

This Form of cover is added in conjunction with the Modulo Protezione dell'Attività of the ATTIVA Commercio product.

#### **ASSISTENZA COMMERCIO**

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

- ✓ Services to protect the insured premises: sending a plumber;
- ✓ water damage interventions; sending an electrician;
- ✓ temporary supply of electricity; sending a locksmith;
- ✓ dispatch of a damper; dispatch of a refrigeration engineer;
- ✓ sending a glazier;
- ✓ dispatch of a cleaning company; dispatch of an overseer.

This Form of cover is also added in conjunction with the Modulo Protezione dell'Attività of the ATTIVA Commercio product.



### **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.

Individual services may provide for further, specific exclusions.

Exclusions are contained in the insurance conditions and are marked in bold.



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

#### **PRONTO AVVOCATO**

Legal advice by telephone operates in relation to events occurring after midnight on the day the Form of cover is added.

#### **ASSISTENZA COMMERCIO**

Emergency services are provided a maximum of three 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 Insurance Conditions called Summary Sheet.

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



## Where does the coverage apply?

The Pronto Avvocato Form of cover is valid in the territory of the Republic of Italy, Vatican City and the Republic of San Marino and in relation to Italian regulations.

Emergency services relating to ASSISTENZA COMMERCIO Forms of cover are provided in Italy, the Republic of San Marino and Vatican City.



## 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 Operations Centre of EuropAssistance to add the emergency services relating to the Assistenza Commercio and Digital Data Protection 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 Forms of cover 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 Forms of cover 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 Forms of cover are for one or more years. In the absence of cancellation on expiry, the Forms of cover 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 Forms of cover may only be cancelled after at least five years or the shorter policy term has elapsed

Information on the duration of the specific Forms of cover is contained in the DIP of the MODULO PROTEZIONE DELL'ATTIVITÀ to which reference should be made.



## How can I cancel my policy?

Since the Forms of cover of the Modulo Prevenzione e Assistenza are added in conjunction with specific reference Forms of cover contained in the Modulo Protezione dell'Attività, they cannot be cancelled independently of the specific reference Forms of cover.

# 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 Modulo Prevenzione e Assistenza is divided into two Forms of cover:

- Pronto Avvocato
- Assistenza Commercio

which are automatically added together with the activation of the Modulo Protezione dell'Attività of the Attiva Commercio product.



### 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

##### MAIN OPTIONS WITH PREMIUM INCREASE

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 Form of cover to Assistenza Commercio Plus.



## 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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## 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:	
<ul style="list-style-type: none"> <li>• Art. 1.2 - Sending a plumber for emergency interventions € 500.00</li> <li>• Art. 1.3 - Emergency interventions for water damage € 1,000.00</li> <li>• Art. 1.4 - Sending an electrician for emergency interventions € 500.00</li> <li>• Art. 1.5 - Temporary Supply of Electricity € 500.00</li> <li>• Art. 1.6 - Sending a locksmith for emergency interventions € 500.00</li> <li>• Art. 1.7 - Sending a roller-shutter fitter for emergency interventions € 300.00</li> <li>• Art. 1.8 - Sending a refrigerator technician for emergency interventions € 300.00</li> <li>• Art. 1.9 - Sending a glazier for emergency interventions € 300.00</li> <li>• Art. 1.10 Sending a cleaning firm € 300.00</li> </ul>	



## 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 the Pronto Avvocato Form of cover: <ul style="list-style-type: none"> <li>• call the toll-free number 800.475.633 during office hours (Monday to Friday from 8 a.m. to 6 p.m.).</li> </ul> For Assistenza Commercio Forms of cover: <ul style="list-style-type: none"> <li>• call the toll-free number 800.713.782 (from abroad +39 02.58.28.67.01).</li> </ul>
	<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 Digital Data Protection Assistance Forms of cover, 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?

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



## How can I cancel the policy?

Cooling-off period	The pre-contractual information documents of the Modulo Generale relating to the product apply.
Resolution	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 product aimed at?

ATTIVA Commercio - Modulo Prevenzione e Assistenza is aimed at owners of commercial real estate units leased to public establishments and businesses in the commerce sector who need to protect themselves in the event of disputes and the building in emergency situations.



## What costs do I have to pay?

Brokers, for the sale of the ATTIVA Commercio product, receive on average 20.30% 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	The pre-contractual information documents of the Modulo Generale relating to the product apply.
To IVASS	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

Mediation	The pre-contractual information documents of the Modulo Generale relating to the product apply.
Assisted Negotiation	The pre-contractual information documents of the Modulo Generale relating to the product apply.
Other Alternative Dispute Resolution Systems	There are no other methods of dispute resolution.

**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.**



## STRUCTURE OF THE POLICY

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
- Digital Data Protection Assistance
- Assistance 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>Libro Unico del Lavoro</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 Book of Labour, 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 Form of 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 carried out in corporate form.</li> </ul>
<b>Company</b>	The place located in the territory of Italy, the Republic of San Marino and the Vatican City where the insured person carries out the insured activity, as shown in the certificate of registration with the Chamber of Commerce.
<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>Service</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 Form of 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 provided in the Insurance Terms and Conditions.

# 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 stipulated an agreement with DAS under which, upon activation of certain Forms of cover of the "Attiva Commercio" Insurance Policy, the Insured automatically acquires the Pronto Avvocato Form of cover, a telephone legal advice service.



## What is insured?

### **Art. 1.1 Pronto Avvocato Form of 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 Art. 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**

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 Form of 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 Form of 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 Form of cover.**

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 Electronic Mail (PEC) address: EuropAssistanceItaliaSpA@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 Euro pAssistance under which, by activating certain Forms of cover of the "Attiva Commercio" Insurance Policy, the Insured Person automatically acquires the Assistenza Commercio Form of cover, an insurance assistance service provided by the Europ. Assistance organisation.

The Organisational Structure of Europ Assistance 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



### What is insured? Basic Form of 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 **Operations Centre** of EuropAssistance may be contacted by telephone by the Insured Person, in order to obtain the Services provided 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 initials GVCB;
- 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.

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

In order to be able to provide the services/Forms of cover 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 Party requires a plumber for an emergency intervention at the insured premises, the Operations Centre 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 Water-borne 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 exit and labour costs up to a maximum of € 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 Operations Centre 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 Water-borne 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 € 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 Operations Centre 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 exit and labour costs up to a maximum of € 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 Operations Centre 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 € 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 Operations Centre 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 the lock on the company's 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 Form of cover, as a result of Theft or attempted Theft, Fire, Explosion, Burst, vandalism, Flooding.

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

**Generali Italia shall bear the exit and labour costs up to a maximum of € 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 roller-shutter fitter for emergency intervention**

If the Insured Party needs a roller-shutter fitter at the insured premises, the Operations Centre 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 Form of cover, as a result of Theft or attempted Theft, Fire, Explosion, Bursting, Vandalism, Flooding.

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

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

#### **Art. 1.9 Sending a Glazier for Pronto Avvocato**

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 Operations Centre 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 Form of coverd.

##### **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 firm**

If the insured premises have been affected by Fire, Explosion, Blast, water damage, vandalism, Theft or attempted Theft, and extraordinary cleaning is required, the Operations Centre shall, at the request of the Insured, send a specialised cleaning firm.

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

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

#### **Art. 1.11 Sending a security guard**

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 Operations Centre 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.**



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

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

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

- a) malice on the part of the Insured;
- b) 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 insured premises".**

**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 Operations Centre 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 indemnity 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**

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

The 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 benefit.

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



### Where does the coverage apply?

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

The services indicated in the preceding Articles are provided in Italy, the Republic of San Marino and the Vatican City.



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

#### **Summary Sheet**

A summary of the insured sums, compensation limits, fixed and percentage excesses is provided in the attached Summary Sheet, which forms an integral part of this policy.

## **COMMON RULES OF THE MODULO PREVENZIONE E ASSISTENZA**

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

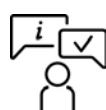
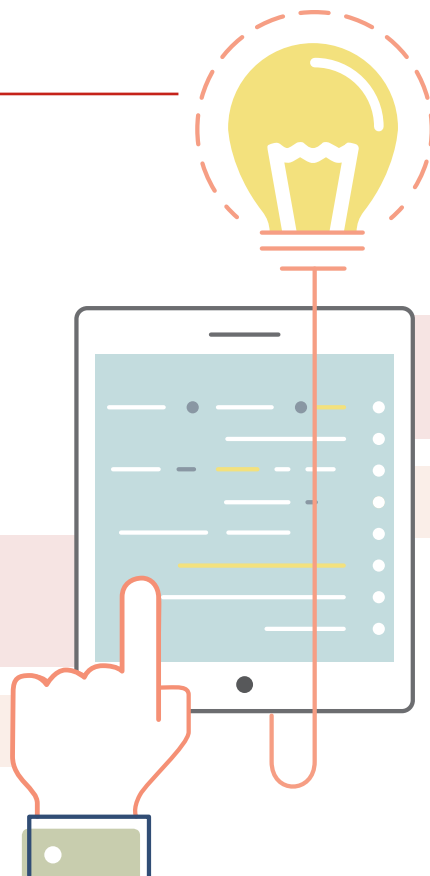
### How can I cancel the policy?

#### **Art. 1 Cancellation of Forms of cover**

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.

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







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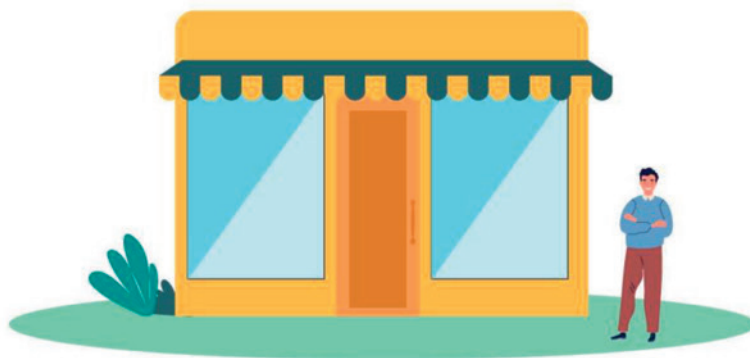


## MODULO PREVENZIONE E ASSISTENZA

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## **ATTIVA CREA DISTRIBUISCI!**

This Information pack for Modulo Protezione dell'Attività (24.07.2021 Edition) consists of:

- The policy information document (DIP) for Modulo Protezione dell'Attività
- The Additional information document for Modulo Protezione dell'Attività
- Terms of Insurance for Modulo Protezione dell'Attività

**Protect your business with...**

- **IN SOLIDITÀ**, economic protection in the event of damage to the premises due to fire, explosion, bursting, extraordinary or catastrophic events or to installations
- **IN SOLIDITÀ** towards THIRD PARTIES, to protect you as property owner



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

**PAGE INTENTIONALLY LEFT BLANK**

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

#### What type of insurance is this?

The Modulo Protezione dell'Attività is intended for the insurance of real estate units owned by the Policyholder and leased to businesses in the trade sector.



#### What is insured?

##### IN SOLIDITÀ - FIRE AND OTHER EVENTS INSURANCE

The cover includes:

- ✓ material and direct damage to the building resulting from fire, explosion, bursting and other minor events;
- ✓ the costs of demolition, clearance, relocation that the owner incurs as a consequence of an indemnifiable loss;
- ✓ the sums that the owner indemnifies as being civilly liable for material damage caused to third parties by fire explosion and bursting of insured property.
- ✓ In addition, by activating a specific optional Form of cover, 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 Forms of cover are available.

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

##### IN SOLIDITÀ - PROPERTY LIABILITY FORM OF COVER

The cover includes:

- ✓ liability of the owner for property damage and/or bodily injury caused by the insured building to third parties, including the tenant.

The Building Liability Cover can only be added if the Fire and Other Events Cover is active.



#### What is not insured?

##### IN SOLIDITÀ - FIRE AND OTHER EVENTS INSURANCE

The main exclusions relate to:

- ✗ acts of war, insurrection, military occupation, invasion;
- ✗ transmutations of the nucleus of the atom, radiation;
- ✗ malice 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 and avalanches;
- ✗ cyber risk.

Exclusions are contained in the insurance conditions and are marked in bold.

##### IN SOLIDITÀ - PROPERTY LIABILITY INSURANCE

The main exclusions relate to:

- ✗ possession or use of radioactive substances or radiation;
- ✗ possession or use of explosives;
- ✗ asbestos or products containing asbestos;
- ✗ electromagnetic waves or fields; from work performed within confined spaces;
- ✗ things transported, towed, lifted; from traffic;
- ✗ by theft;
- ✗ to property of others by fire, explosion or bursting; to property in delivery or custody;
- ✗ from damp, dripping and in general from insalubrity of the building; from the use of equipment by an unqualified person;
- ✗ responsibilities voluntarily assumed;

✗ activities carried out by those occupying the building; from non-use;

✗ to things on or in vehicles; cyber risk.

The cover does not apply to damage to spouses, parents and children, legal representatives and unlimited partners, subsidiaries.

Penalties imposed on the Insured, criminal justice expenses, expenses for lawyers or technicians not appointed by Generali Italia are not covered.

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 INSURANCE**

#### **There are coverage limitations:**

- ! in relation to each optional Form of cover:
- ! for consequential 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 SOLIDITÀ - PROPERTY LIABILITY INSURANCE**

#### **Limitations of cover are provided in relation to:**

- ! damage from commissioning work;
- ! damage to persons occupying the premises;
- ! damage to property.

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



### **Where does the cover apply?**

All Forms of cover operate for the locations indicated in the policy, located in Italy, the Republic of San Marino and 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.



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

The Forms of cover 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 Forms of cover 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 Water Bomb coverage, if added under the Fire and Other Events cover, starts to operate 15 days after the date of activation.

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

In general, the Forms of cover are for one or more years. In the absence of cancellation on expiry, the Forms of cover 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 Forms of cover may only be cancelled after at least five years or the shorter policy term has elapsed.

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

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



## **How can I cancel the 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 Building Liability 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 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 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 dell'attività is divided into two Forms of cover:

- Fire and other events
- Property Liability.

An option with a premium reduction common to both Forms of cover is the possibility of concluding a policy for a multi-year term, with a consequent premium reduction of 5% with respect to the tariff.

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 Form of cover covers damage from fire, explosion, bursting and other incidental events.  
The cover is provided at "full value", i.e. on the basis of the correspondence between the declared value and the actual value of the assets. 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.
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<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>
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<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>Piped 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>Research Expenses and for repairing 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 blockage 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 has resulted in 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 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.
<b>Rental losses</b>	Extends cover to losses due to the loss, following a claim, of rents relating to the insured rented building.

## IN SOLIDITÀ - PROPERTY LIABILITY INSURANCE

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 deductible of €1,000.00 or €2,500.00 per loss.
MAIN OPTIONS WITH PREMIUM INCREASE	
There are no options with increased premium	



### What is NOT insured?

## IN SOLIDITÀ - FIRE AND OTHER EVENTS

<b>Excluded risks</b>	No additional information other than that provided in the DIP Non-Life document. Optional Forms of cover may provide for specific exclusions in addition to those provided in the Non-Life DIP. In particular: • the Loss of Rent cover does not operate in the event of pandemic or epidemic illnesses.
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## IN SOLIDITÀ - PROPERTY LIABILITY INSURANCE

<b>Excluded risks</b>	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 Form of cover by Form of cover in a separate policy document attached to the Conditions of Insurance called the Summary Sheet.

## IN SOLIDITÀ - FIRE AND OTHER EVENTS

For Property, Exterior Plates, Third Party Liability, if insured, the relevant limits and insured sums are specified in the policy.

For certain goods (e.g. per individual plate), lower indemnity limits may apply than those indicated in the policy for the corresponding lot. This cover includes the following main deductibles and excesses:

- 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. 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. 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).

Optional Forms of cover may provide for specific indemnity limits.

## IN SOLIDITÀ - PROPERTY LIABILITY INSURANCE

The cover includes specific limits for personal injury and property damage as well as a specific limit per claim. These limits are indicated in the policy. For certain types of damage (e.g. business interruption damage and damage to occupants), limits of compensation below the policy limits apply.

The main deductibles and excesses follow:

- Art. 3.1 - Differential damage compared to the amount paid by INAIL for accidents at work: permanent disability of not less than 6% (INAIL table)
- Art. 3.3 - Damage to property: deductible € 150.00



### 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> Pursuant to Art. 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 the description of the event with the indication of the date, place and cause of the claim and its consequences, with the 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 Pronto Avvocato 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 Form of cover is operative, assessed the damage and received the necessary documentation, Generali Italia shall pay the indemnity 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 for a claim within 60 days from the payment of the indemnity or from the refusal to pay the same. This right may also be exercised by the Policyholder if he/she concludes the policy as a Consumer.
<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>	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 owners of real estate units leased to public establishments and businesses in the commerce sector who need to protect their property from damage caused by fire, socio-political events, atmospheric events, natural disasters and from damage caused by the installations serving the buildings themselves, as well as their personal assets from compensation obligations that may arise from the ownership of such property.



## What costs do I have to bear?

Brokers, for the sale of the ATTIVA Commercio product, 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>	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 Marocchesa 14 – 31021 - Mogliano Veneto (TV) - e-mail: <a href="mailto:generaliitalia@pec.generaligroup.com">generaliitalia@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, hygienic 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>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 bolts 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", "Computer Archives", "Valuables" and "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 Force 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>Kiosk</b>	Small building with a covered area of no more than 25 m <sup>2</sup> with 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 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>Bodily Harm</b>	Death or personal injury.
<b>Direct damage</b>	Damage directly caused by an event Form of covered 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 Art. 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 others, taking it away from its owner 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 service of the activity declared in the Policy. Goods that are processed or intended for sale are excluded.
<b>Property - Building</b>	All building works (excluding only the value of the area) 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, installations for the exclusive use of heating and air conditioning of the premises, lifts, hoists, electrical installations, 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 that at a temperature of 750° C do not give rise to the appearance of flame 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 (e.g. petrol, alcohol, nitrocellulose paints, the most common solvents and thinners, etc.).</li> </ul> <p>The flash point is determined according to the standards in Ministerial Decree 17 December 1977 - Annex V.</p>
<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>	Panes 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 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>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, plants, machines, equipment, furnishings, fixtures and fittings that, while 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>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>Match</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 visible externally in a direct manner.
<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>Die-cut medical prescriptions</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>	Taking of property by violence to the person or threat.
<b>Overdraft</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: <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>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 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-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>- covering: 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 levels of the Building, excluding floors and ceilings.</li> </ul>
<b>Valuables</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>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>

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



### What is insured? Basic Form of cover

#### Art. 1.1 Insured risks

Generali Italia compensates 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 at its service. **Damage to vehicles with number plates is excluded**;
- i) **ruin of lifts and goods lifts as a result of** broken devices.

Generali Italia also compensates:

- 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 events for which insurance cover is provided, even if caused by gross negligence on the part of the Policyholder or the Insured or of 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 indemnity 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 provided 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, the property - movable or immovable, 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 and Furniture;
- 'Goods';

that are located within 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).

If the "Equipment and Furnishings" and/or the "Goods" Lot is insured, they are also insured in excess of the sum insured:

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

The insurance is provided:

- for **"Property"**, on the basis of **the value in state of use**, excluding only the value of the area if the optional Form of cover "Value in state of use" is invoked in the Summary Sheet;
- for **"Equipment and Furnishings"**, according to the value in the state of use if the optional "Value in use" Form of cover 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 Supports** according to the cost of repair or reconstruction.

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

**"Equipment and Furnishings"** are excluded from the lot:

- **"Electronic Machines"** if insured under the relevant Modulo Protezione Digitale Lot;

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

**Valuables, archives, data supports, and personal effects shall be insured up to a limit of 10% of the total value insured under the "Equipment and Furnishings" and "Goods" Sections. In any case, the maximum limit of €2,500.00 shall apply to Valuables and the maximum limit of €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.

#### **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".

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

The Form of cover 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. Ruling 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 Art. 1.1 "Insured Risks" above, the compensation limit per slab shall be €3,000.00;
- with the application of an excess of € 200.00 limited to plates placed outdoors on structures delimiting the stall or outdoor area pertaining to the business.

### 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 and Furnishings" and "Goods" classes 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 € 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 € 20,000.00.**

Insofar as it is referred to in the Summary Sheet, the optional Form of cover "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 and Furnishings" and "Goods" classes 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 € 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 € 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: €100,000 Compensation

for material and direct damage: €95,000

Demolition, clearance, transport and disposal costs: €10,000 Total

compensation: €105,000 (even if greater than € 100,000)

### How does the maximum compensation work?

Assumed limit of indemnity of 10% with a maximum of € 20,000.

#### Example:

Compensation for material and direct damage: € 250,000

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

Amount actually incurred: € 25,000 Settled

compensation: € 20,000



## **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**

If so 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, without the Insured 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.



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 indemnity 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 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 indemnity payable, that remains payable by the Insured in the event of a claim.

#### Example of deductibles:

Sum insured - Building: € 100,000

Value of loss: € 90,000

Deductible: € 1,000

Compensation paid: € 89,000 (equal to € 90,000-1,000)

#### Example discovered

Sum insured - Building: € 100,000.00

Value of loss: € 90,000.00

Overdraft: 10%.

Outstanding amount: € 9,000 (equal to 10% of € 90,000)

Compensation paid: € 81,000 (equal to € 90,000-9,000)

#### What happens if an asset is insured by several insurers?

If the same property is insured with several insurers, the Insured may claim from each insurer the indemnity due under the respective policy, if the total sums collected do not exceed the amount of the loss.

#### Example

Material and direct damage: € 100,000

Sum insured with insurer A: € 100,000 with a deductible of € 5,000

Sum insured with insurer B: € 100,000 with a deductible of € 1,000

Theoretically maximum indemnity payable by insurer A: € 95,000

Theoretically maximum indemnity payable by insurer B: € 99,000

Each insurer shall apply the full deductible provided for in its policy even if the indemnity is less than the maximum indemnity.



#### 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 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.**

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**

Circumstances affecting the assessment of the risk are those referred to in the Policy by the declarations of the Policyholder, including those inherent to 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 indemnity 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 malice 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 policy or, if the aggravation of 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 Forms of cover

### Art. 7.1 Optional Forms of cover

#### FIRE AND OTHER EVENTS

##### 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 "Digital Protection Module".

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 nature 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 - with respect to the Insured Person who is not a natural person - qualify as parent, subsidiary or associated companies,<sup>5</sup> as well as their directors.

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

For damage due to interruption or suspension of activities or of 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 Form of cover 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 afforded at first absolute risk, i.e. without application of the proportional rule as per Art. 1.8 of the "Rules in the Event of a Loss".

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

The indemnity payment is made up to the indemnity limit of € 2,500.00.

##### Loss of Rent

Partial derogation of letter e) of Art. 3.1 "Limits of cover", Generali Italia shall indemnify, if resulting from an Accident indemnifiable 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 afforded 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 claim".

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

The provision of any insurance service, cover or any benefit, 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 indemnity shall take place:

- for the period necessary to restore the insured building with a maximum of one year;
- with a limit of indemnity of 1/15th of the sum that, with respect to the sum insured for the Building, pertains to the individual building units.

#### 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 indemnity 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 and Furnishings" and "Goods" sections 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 malice, 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 added, this cover operates in addition to the provisions of letters l) and m) of Art. 1.1 "Insured Risks" of the Theft Cover itself, limited to the part of the damage exceeding the indemnity limits provided 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. Fire, Explosion or Blast damage is however included;
- 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 indemnity 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 € 1,000.00;
- up to the limit of indemnity indicated in the Summary Sheet for each insured Lot and subject to a sub-limit of 10% of the sum insured under the "Equipment and Furnishings" Lot for outdoor items such as chairs, tables, parasols and the like.

#### How do the limits of compensation and the Deductibles apply in relation to Sociopolitical Events Forms of cover?

In the event of a claim, the Sociopolitical Events Form of cover may provide for a limit of indemnity 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 € 100,000.00

Value of loss € 100,000.00

The Excess equal to 10% of the value of the loss, i.e. € 10,000.00 (which is higher than the minimum of € 500.00) is applied first, so the resulting indemnity is € 100,000.00-10,000.00 = € 90,000.00. Since this amount exceeds the compensation limit (80% of the sum insured of € 100,000.00), the final amount paid will be equal to the limit itself, i.e. € 80,000.00.

##### Example 2

Sum insured - Building € 100,000.00

Value of loss € 80,000.00

A 10% Excess shall be applied to the value of the damage (which is greater than the minimum of € 500.00): € 80,000.00-8,000.00= 72,000.00. Since this amount is below the limit, the indemnity paid shall be € 72,000.00.

#### Atmospheric events (wind and hail)

Generali Italia shall indemnify the material and direct damage caused to the property insured under the "Property", "Equipment and Furnishings" and "Goods" classes by hurricanes, storms, wind and things carried by it, hail and whirlwinds, when the violence characterising such atmospheric events is **found on a number of insured and uninsured entities**.

##### What is not insured

The cover does not include damage:

- 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;
- 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;
- suffered by fences, gates, cranes, overhead cables, photovoltaic and solar thermal installations, signs, antennas and similar outdoor installations;
- 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;
- suffered by fibre cement sheets (including asbestos cement) and plastic artefacts as a result of hail;
- 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 indemnity shall take place:

- with application of the Deductibles and Minimums indicated in the Summary Sheet. For insured Kiosks, provided they fall within the definition of Green Building, the minimum Deductible shall be €1,000.00;
- up to the limit of indemnity indicated in the Summary Sheet for each insured Lot.

#### 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 goods 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 indemnity per claim is made:**

- **with application of the Deductibles and Minimums indicated in the Summary Sheet.**
- **up to the limit of indemnity 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 indemnity shall take place:**

- **with application of the Deductible indicated in the Summary Sheet;**
- **up to the limit of indemnity 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 indemnity takes place:**

- **with application, for each Claim, of the Deductibles and Minimums indicated in the Summary Sheet;**
- **up to € 20,000.00, for one or more Claims occurring during the insurance year.**

**Snow overload**

Generali Italia indemnifies the material and direct damage suffered by property insured under "Property", "Equipment and Furnishings" and "Goods" as a result of total or partial collapse of the Building caused by overloading of snow 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**

**Damage is excluded:**

- **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 indemnity is made:

- with application of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity indicated in the Summary Sheet for each insured Lot.

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

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 indemnity shall be made:

- with application of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity indicated in the Summary Sheet for each insured Lot.

#### 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.

## INSTALLATIONS

### Piped water

Generali Italia shall indemnify the material and direct damage caused to property insured under the "Property", "Equipment and Furnishings" and "Goods" 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 goods, or of the larger building of which they 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 indemnity 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 indemnity per claim of 30% of the sum insured under the "Goods" class;
- for frost damage up to the indemnity 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 insured property.

### **There are coverage limits**

The payment of the indemnity takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity 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 added 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 indemnity is made up to € 500.00.

From the payment will be deducted 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 policy.

### **How is the higher water consumption from hidden losses calculated?**

#### **Example**

Water consumption from utility invoice: 150 mc Historical

average consumption, increased by 50%: 120 mc Utility

tariff: 1 €/mc

Compensation: € 30 equal to (150-120) mc x 1 €/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 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 indemnity takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

Damage to goods located in basement or underground rooms is insured with a limit of indemnity of 30% of the sum insured under "Goods", subject to the Deductible 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 indemnity takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity 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;
- occlusion of sewers or backflow of sewers.

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

The payment of the indemnity takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity indicated in the Summary Sheet, for one or more Claims occurring during the insurance year.

#### **Expenses for gas leakage search and repair**

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 indemnity takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity 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 indemnity 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 testing or trial 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 policy;
- e) to means of transport registered in the Public Vehicle Register.

### **There are coverage limits**

The payment of the indemnity takes place:

- with application, for each Claim, of the Deductible indicated in the Summary Sheet;
- up to the limit of indemnity 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.

Forms of cover 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 that gave rise to the indemnifiable claim are attributed to a single earth tremor and the related damage is therefore considered a "single claim".

### **What is not insured**

The cover does not include damage:

- 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.

### **There are coverage limits**

In the event of a claim, Generali Italia shall pay the Insured the sum paid under the policy less, for each Insured Lot, 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 "Indemnity 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 building shall apply even if the building does not comply with the above conditions if such damage is not a direct consequence of non-compliance.

#### 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 laid down for 'Reinforced concrete load-bearing structures';
    - tripled, if the construction characteristics are among those for 'Other load-bearing structures'.
  - 2) the indemnity limit provided in the Summary Sheet is reduced by a further 5% if the construction characteristics fall within those provided for "Reinforced concrete load-bearing structures" or by 10% if the construction characteristics fall within those provided 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 indemnity provided for in the Summary Sheet is reduced by a further 5%.

#### Flood and 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

The cover does not include damage:

- a) moisture, dripping, seepage, failure or breakdown of automatic extinguishing systems;
- b) caused by 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 an 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 Lot, the Excess, with the minimum amount indicated in the Summary Sheet.

In no case shall Generali Italia indemnify, for each Lot and for one or more claims occurring during the same insurance annum, an amount exceeding the "Indemnity Limit" indicated in the Summary Sheet. With regard to damage to underground and basement premises and to the goods contained therein, said "Indemnity Limit" shall be reduced by 50%.





### When does the coverage start and end?

#### **Commencement of cover under the Catastrophic Events Form of cover**

Cover 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 policy replaces, without interruption, another policy 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 policy.

#### **Update of the Conditions Covered by the Catastrophic Events Form of cover**

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 before the expiry date - either 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 Form of cover will be tacitly renewed from year to year.

#### **Deactivation of cover provided under the Catastrophic Events Form of cover**

By partial derogation of Art. 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 date of receipt of the relative communication, to be sent in the manner specified in Art. 9 "Communications between the Parties" of the Modulo Generale.

Cancellation from Earthquake cover may only be exercised in conjunction with Cancellation from Flood and Flood 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 overdrafts

#### **Summary Sheet**

A summary of the insured sums, limits of compensation, deductibles and overdrafts is provided in the attached Summary Sheet, which forms an integral part of this policy.

<sup>1</sup> Notwithstanding Art. 1900 of the Italian Civil Code.

<sup>2</sup> Notwithstanding Articles 1893 and 1898 of the Italian Civil Code.

<sup>4</sup> As regulated by Law No. 76/2016.

<sup>5</sup> Pursuant to Art. 2359 of the Italian Civil Code.

# IN SOLIDITÀ TOWARDS THIRD PARTIES - PROPERTY LIABILITY INSURANCE



## What is insured?

### Art. 1.1 Property Liability Insurance

Generali Italia shall indemnify the Insurant, up to the limits of the sums indicated in the Summary Sheet for this Cover, for any compensation (capital, interest and expenses) that the Insurant is obliged to pay, in its capacity as the civilly liable party, in accordance with the law, for Material Damage and Bodily Harm involuntarily caused to third parties, as owner of the Building or part of the Building whose location is indicated in the Summary Sheet. This Building is used for commercial activities identified by the activity code also indicated in the Summary Sheet, as well as accessory activities.

The cover also includes liability related to:

- a) fixed installations serving the Building, including lifts and antennae, as well as everything that is considered a Building by nature or intended use; damage resulting from water spillage is only included if it is the result of accidental breakage of the aforementioned installations;
- b) Frames, doors, windows, upholstery and coverings, frescos, statues and decorations that must be present in the Building before being occupied by the tenant;
- c) outbuildings, including detached ones, located in adjacent and relevant spaces as well as fences;
- d) the spaces adjacent to and pertaining to the Building including garden areas but excluding roads, including pedestrian streets, and areas used for vehicular traffic or parking;
- e) the status of condominium owner, for damage caused by the common parts, limited to the share of liability and with the exclusion of any greater burden arising from joint and several obligations with the other condominium owners.

### There are coverage limits

**The cover shall operate, up to 20% of the maximum sum per claim indicated in the policy for this cover, for damage to third parties resulting from the total or partial interruption or suspension of the use of goods, as well as industrial, commercial, agricultural, and service activities, provided that it is the consequence of damage that is indemnifiable under the terms of this cover.**

### What responsibilities does the owner of a building bear?

The civil liability of the owner of a building is subject to a strict regime because, in the face of third-party claims for damages resulting from the (total or partial) ruin of the building, he will have to prove that it is not due to a defect in maintenance or is, possibly, due to a construction defect, while in the case of damage to third parties not due to ruin, he will even have to prove that it is a fortuitous event in order to be released from liability.

Since the possession of the premises remains with the landlord even when the premises are leased (the tenant only has possession), the landlord's liability remains largely with the tenant (part of the liability associated with the operation of the premises is, of course, lost).



## What is NOT insured?

### Art. 2.1 Exclusions

They are not considered third parties:

- 1) 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;
- 2) 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 described in point 1);
- 3) companies that - with respect to the Insured Person who is not a natural person - qualify as parent, subsidiary or associated companies,<sup>7</sup> as well as their directors.

The cover does not include damage:

- a) arising from the possession or use of radioactive substances or apparatus for the acceleration of atomic particles as well as for damage occurring in connection with transmutation of the nucleus of the atom or radiation caused by the artificial acceleration of atomic particles;
- b) resulting from the possession or use of explosives;
- c) of any kind arising directly or indirectly from asbestos or products containing asbestos;
- d) of any kind arising directly or indirectly from electromagnetic waves or fields;
- e) from work carried out inside tanks, reservoirs, vats and other places that qualify as pollution-suspect or confined environments pursuant to Legislative Decree 81/2008 and Presidential Decree 177/2011;
- f) to things transported, towed, lifted even with the aid of fixed installations in the service of the Building;
- g) by the circulation, including in areas pertaining to the Building treated as public roads, of motor vehicles as well as motorised watercraft and aircraft;
- h) from Theft;
- i) to property of others by Fire, Explosion or Burst;
- j) to things that the Insured Person has in consignment or custody or holds for any reason;
- k) from damp, dripping and in general insalubriousness of the Building;
- l) by the use of machinery or plant that is driven or operated by a person who is not qualified in accordance with the provisions in force or who, in any case, has not attained the age of 16;
- m) for which the Insured Person is liable for liabilities voluntarily assumed and not directly arising from the law;
- n) arising from activities carried out by those occupying the Building and, in any case, for which the Insured is liable<sup>8</sup>;
- o) to property on or in vehicles (in the case of damage to vehicles);
- p) 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.).



### Are there any coverage limits?

#### Art. 3.1 Commissioning of Works - Qualification of Third Parties

For damage caused by construction work of any kind, as well as by the installation, laying, repair, removal of appurtenances and accessories of the Building, the cover is only effective if the Insurant entrusts the said work, in the capacity of principal, to companies or service providers **in compliance with the legislation in force**.

In this case, the cover also includes accidents (excluding occupational illnesses) suffered by workers in the service of the aforesaid works, if the event results in death or personal injury **resulting in permanent disability of no less than 6%**, calculated according to the table of impairments pursuant to Art. 13, paragraph 2, letter a) of Legislative Decree no. 38 of 23 February 2000. **The Form of cover shall only be effective if the works are entrusted to companies or workers in good standing with the compulsory insurance for accidents at work.**

The Form of cover also operates:

- for damage attributable to the wilful act of persons employed in the aforementioned activities and for which the Insured Person is liable under the law;
- for actions of recourse brought by INPS, pursuant to Art. 14 of Law No 222 of 12 June 1984.

#### What is not insured

The cover does not include damage arising from work falling within the scope of Legislative Decree 81/2008 (Art. 88 et seq.) or involving elevations, extensions, demolitions.

In addition, persons who, being in a relationship of dependence with the Insurant, suffer the damage in the course of their work or service, as well as (except for the cases of commission as per the first paragraph of this Art.) all those who, independently of their relationship with the Insurant, suffer the damage as a consequence of their participation in activities involving the Building and its appurtenances and accessories, **are not considered third parties**.

For the sake of clarity, it should be noted that third parties are considered to be those who provide services relating to the operation of the insured building (e.g. cleaning, surveillance, etc.) and who suffer, as a result of a risk case

attributable to their property, an injury or damage during the service of their duties **if such injury or damage is not a consequence of their duties.**

### **Art. 3.2 Damage sustained by persons occupying the Building**

For damage to property (including vehicles) owned by those who occupy the Building, **the maximum limit for damage to property indicated in the Summary Sheet also constitutes the maximum outlay by Generali Italia per insurance year. If the said Ceiling exceeds the amount of € 250,000.00, the latter limit shall apply.** For damage caused by interruption or suspension of activities suffered by the occupants of the premises, **the limit of 20% of the maximum sum per claim, as per Art. 1.1, shall also constitute the maximum disbursement by Generali Italia per insurance year. If this limit exceeds the amount of € 150,000.00, the latter limit shall apply.**

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

**Damage to property owned by the occupants of the Building caused by construction work of any kind as well as by installation, installation, repair, removal of appurtenances and accessories is excluded.**

**Also excluded are damages from loss of use of the premises suffered by those who occupy them.**

#### **How does the limit of cover for business interruption damage work?**

##### **Example**

Maximum per claim: € 1,000,000

Compensation limit for business interruption of third parties: € 200,000 per claim (equal to 20% of € 1,000,000)

Limit of indemnity for business interruption of those occupying the insured premises: € 150,000 (equal to the lower of 20% of € 1,000,000 and € 150,000)

### **Art. 3.3 Excess for damage to property**

**For damage to property, an absolute deductible of € 150.00 per loss and per injured party shall apply.**



#### **When and how do I pay?**

### **Art. 4.1 Premium calculation**

The premium for this 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 value of the Building - as indicated in the Summary Sheet, under Fire Cover, in the "Property" section - which corresponds to the "value as new", conventionally understood to be the expenditure necessary for the complete construction as new of the insured Building, according to the pre-existing type and kind, excluding only the value of the area. This value is taken as the basis for calculating the annual premium for this Cover.

#### **What obligations do I have?**

**If during the term of this policy this value exceeds the amount indicated in the Summary Sheet, the Insurant must notify Generali Italia in accordance with Art. 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 Art. 1898 of the Civil Code provided that the variation is no greater than 15%.**

The indexation provided in Art. 12 "Payment of the premium, commencement of cover and means of payment of the premium" of the Modulo Generale also applies to the value of the Building, indicated in the policy under the aforementioned heading.



#### **Summary of insured sums, limits of compensation, deductibles and co-payments**

### **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 policy.**

<sup>7</sup> Pursuant to Art. 2359 of the Civil Code.

<sup>8</sup> Pursuant to Articles 1783, 1784, 1785 bis and 1786 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 Forms of cover**

Activation of the Property Liability cover requires that the Fire and other events cover is active.

Deactivation of the Fire and Other Events Insurance entails the deactivation of the entire 'Modulo Protezione dell'Attività'.



### 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 CLAIM



### How can I cancel my policy?

#### **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 policy, Generali Italia may withdraw from one or more Forms of cover:

- 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 Indemnity

**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 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 subsidiary of the multinational group Belfor International GmbH. Belfor Italia has over 30 years' experience in the field of post-accident 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 damages 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 becomes a member of the Belfor company's Pronto Intervento programme, Form of covering 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 Pronto Avvocato and technical assistance in the event of a claim.
- Priority for telephone technical assistance over non-contracted clients.
- 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 provided in the "Fire and other events" cover remain unaffected.

#### **Art. 1.1 Belfor Company Emergency Response Programme**

This Pronto Avvocato Programme is 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 add 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 Belfor Italia Technical Manager 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 may also be contacted at the references indicated when the policy is stipulated or when the claim is opened, directly by Belfor Italia for the purpose of using the service.

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

**In any case, the Pronto Intervento Azienda Belfor Service does not operate if the Policyholder/Insured Person 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 policy.
- The costs for interventions related to the work services foreseen in the individual intervention proposals of Belfor Italia (by way of example: Rescue works through dehumidification and/or application of protective oils - Functional restoration with Form of 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 charges that may arise from the activation of 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>9</sup>**
- notify the agency to which the policy is assigned within 3 days of becoming aware of it;<sup>10</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 indemnity;**
- 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 Loss or Damage with an indication of its respective value.**

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.

If you fail to fulfil any of the obligations referred to in a) and b) above, you may lose your right to the Indemnity in whole or in part.

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 d'1 i<sup>1</sup> ntesa con Generali Italia to carry out the necessary actions to ascertain and definitively determine the damages. The ascertainment 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. The indemnity 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 Malicious Exaggeration of Damage**

Any right to indemnity shall be forfeited by the Policyholder or Insured Person who

- fraudulently 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 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. 1.5 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 Art. 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 Art. 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 in (c) and (d) are binding on the parties, who waive as of now any right of appeal, except in the case of fraud, error, violence or breach of policy; it remains

However, any action or exception regarding the indemnifiability of damages is possible.

A 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. 1.6 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 **"Property"**, insofar as the optional "Value in the state of use" Form of cover 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"**, insofar as the optional "Value in use" Form of cover is referred to in the Summary Sheet, the cost of replacing the insured goods with new or equivalent goods in terms of economic service is estimated, net of a depreciation established in relation to the type, quality, functionality, service, 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 lot **"Real Estate"**, insofar as the optional "Value in the state of use" Form of cover 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 the goods included in the **"Equipment and Furnishings"** Lot, insofar as the optional "Value in state of use" Form of cover is referred to in the Summary Sheet, the amount of the loss shall be 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, service, state of maintenance and any other concomitant circumstance.
- for goods falling under the Partita **"Outer slabs"** 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, service, state of maintenance and any other concomitant circumstances;
  - the second - known as the "indemnity supplement" - equal to the amount of the above-mentioned

depreciation. In any event:

- 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 indemnity, the amount of said expenses and not the value of the securities shall be taken into account;

- in the case of **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 in the relevant Part of the Digital Protection Module, 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, service, 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, service, 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 Partita **"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.

#### Netting between lots

With regard to the "Building", "Equipment and Furnishings" and "Goods" Parts, if the sum insured under the individual Part, at the time of the Loss or Damage, is greater than the value of the goods constituting the Part, the excess sum insured shall be apportioned proportionally among the other Parts for which,<sup>12</sup> there is a shortfall.

It is agreed that the above apportionment shall take place for all Parties with insufficient insurance affected or not affected by the Claim.

Offsetting between Parts only operates within the scope of insured property in the same location.

#### **How does offsetting work between lots?**

##### **Example**

Equipment and Furnishing lot: € 50,000

Goods lot: € 100,000

Value of Equipment and Furniture at time of loss or damage: € 55,000

Value of Goods at time of loss or damage: € 90,000

Total items Equipment and furniture + Goods: € 150,000

Total value Equipment and furnishings + Goods at the time of the claim: € 145,000

In this case, the proportional rule shall not be applied to the Equipment and Furnishings Lot even if the value of the lot is higher than the sum insured (55,000 > 50,000) because the total of the two insured lots of € 145,000 is not higher than the total of the two lots at the time of the claim.

#### **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 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 €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 policy 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 set forth in Art. 1.8 of the "Rules Operating in the Event of a Loss".

#### How does the proportional rule operate?

##### Example

Sum insured for the Equipment and Furnishings Lot: € 50,000

Claim with material and direct damage: € 40,000

Value of Equipment and Furniture at the time of the claim: € 60,000

Sum insured for Equipment and Furnishings increased by 10%: € 55,000

Since the value of the lot at the time of the loss exceeds the sum insured by more than 10%, the indemnity is calculated as € 36,666.67, equal to € 40,000 x 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 malice 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 Forms of cover, 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 Indemnity", 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 respect to cover provided under the Catastrophic Event Cover, this supplement shall also be paid, within the indemnity limit set forth in 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 indemnity 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 Art. shall be applied to each Policy Lot individually considered, as if, for the sole purpose of this Art., 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 indemnity

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 indemnity 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.**

**The advance payment may in no case exceed € 500,000.00, whatever the estimated amount of the claim.**

If the loss or damage affects the "Building" Lot and the "Equipment and Furnishings" Lot, the advance relating to these Items shall be calculated without taking into account the "value as new". However, 90 days after payment of the indemnity relative to the value that the goods had at the time of the loss, the Insurant may only receive an advance on the additional indemnity due to him on the basis of the "value as new", which shall be determined in relation to the state of work at the time of the request.

### **Art. 1.11 Waiver of recourse**

Generali Italia shall waive its right of recourse<sup>5</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 Art. 1914 of the Italian Civil Code
- Art. 1.2 paragraph "Expenses incurred as a consequence of an indemnifiable loss" of the Fire and other events insurance.

## **IN SOLIDITÀ towards THIRD PARTIES -CIVIL LIABILITY PROPERTY DAMAGE**



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

### **Art. 1.1 Obligations in the event of a claim**

For the Property Liability Cover, 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, as soon as possible, by news, documents, and judicial acts relative to the claim.

**The Insurant must also promptly notify Generali Italia of any act that is duly served on him by a judicial officer, and in the event of default, Art. 1915 of the 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 Art. 14 of Law no. 222 of 12 June 1984.

### **Art. 1.2 Management of damage dispute 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.

The expenses incurred in resisting 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. If the sum due to the injured party exceeds 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 Form of cover shall operate up to the Maximum Sums indicated in the Summary Sheet in relation to the Form of cover in addition to the costs of legal assistance, within the limits set forth in the preceding Article.

This is without prejudice to different indemnity 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 indemnity.

The "Limit per Loss" represents the maximum limit of indemnity for each Loss. Within it:

- the 'Maximum per person' represents the maximum limit of indemnity for all losses relating to each person who has died or suffered bodily injury;
- the "Maximum Damage to Property" represents the maximum limit of indemnity for property damage to all injured persons.

These Maximum Limits shall remain, for all purposes, single, even in the case of co-responsibility of several insured persons among themselves.

**If the insured persons other than the Policyholder are covered by other liability policies that include the risk that is the subject of this policy, the latter shall - always within the agreed limits - be operative in excess of the cover provided by the aforementioned policies.**

<sup>9</sup> Art. 1914 of the Italian Civil Code.

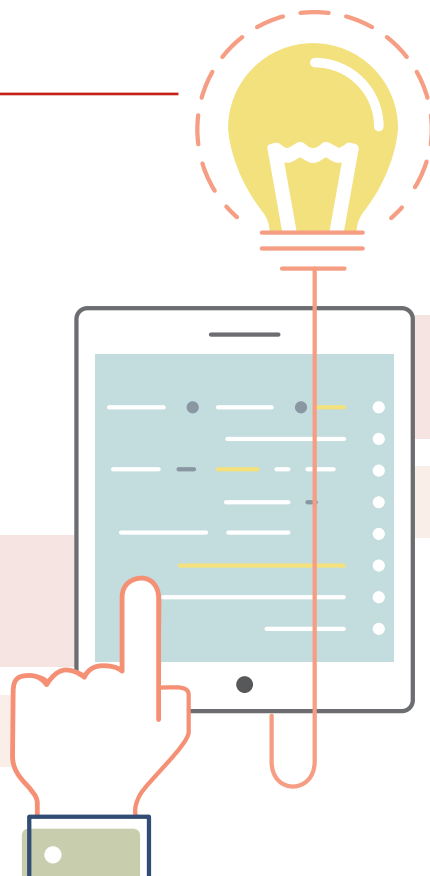
<sup>10</sup> Art. 1913 of the Italian Civil Code.

<sup>11</sup> Art. 1915 of the Italian Civil Code.

<sup>12</sup> According to Art. 1907 Italian Civil Code.

<sup>13</sup> Notwithstanding Art. 1916 of the Italian Civil Code.

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