

# SCEGLI COL CUORE - PER CHI AMI

**Death temporary insurance with fixed capital and annual premium for non-smokers and smokers**

## **This Information Set contains:**

1. Pre-contractual information document for life insurance products other than insurance investment products (**Life DIP**)
2. Additional pre-contractual information document for life insurance products other than insurance investment products (**Life Additional DIP**)
3. **Terms and Conditions of Insurance**, including glossary
4. **Module for proposal**

This translation of the Information from Italian into English has been prepared for information purposes only and has no contractual validity. In case of discrepancies or omissions in the English/German translation, the contractual documents in the Italian language shall prevail and they shall be governed by the relevant laws in force in Italy.

**Generali Italia S.p.A.** - Mod. GVSCCPCA - ed. 06/2024



A simple and clear contract:  
The contract is prepared according to the Guidelines of the "Simple and Clear Contracts"  
Board of Experts coordinated by ANIA.



Death temporary insurance with fixed capital and annual premium for non-smokers and smokers [Assicurazione temporanea in caso di morte a capitale e a premio annuo costanti per non fumatori e per fumatori]

Pre-contractual information document for life insurance products other than insurance investment products (Life DIP)

Insurance Company: GENERALI ITALIA S.p.A. Product: Scegli col cuore - Per chi ami

Document update date: 25/07/2022 (the published Life DIP is the latest available)



Full pre-contractual and contractual information on the product is provided in other documents.

## What type of insurance is this?

Death temporary insurance



## What is covered by the insurance? What are the benefits?

### MAIN BENEFIT

#### Benefits in the event of death

“Scegli col cuore - Per chi ami” provides, in the event of the insured's death, a benefit in the form of fixed capital against the payment of a fixed annual premium. The minimum insurable capital is determined from a minimum premium of EUR 80. The actual insured capital is indicated in the Policy.

### SUPPLEMENTARY COVERAGES

#### Benefit in the event of serious disease (optional)

✓ **TUTELA SALUTE with a fixed annual premium and capital** At the policyholder's request, the benefit may be supplemented, at the time of contract execution, by supplementary coverage for serious disease arising after the contract enters into force or its possible reactivation. The insurable capital is chosen by the policyholder between EUR 10,000, EUR 20,000, EUR 30,000 and EUR 40,000. The maximum insurable capital is EUR 40,000 (also taking into account any other “Scegli col cuore - Per chi ami” policies with serious disease insurance for the same insured) and cannot in any case exceed the insured capital of the main benefit.

#### Benefits in the event of death (optional)

✓ **TUTELA PLUS (A.C.M.A.-I.S. [accidental death temporary insurance - traffic accident]) with fixed annual premium and capital**

At the policyholder's request, the benefit may be supplemented, at the time the policy is taken out, by supplementary coverage in the event of death due to accident: if the insured's death occurs during the term of the supplementary coverage, as a direct and exclusive consequence of objectively verifiable injuries, due to external accidental causes, the supplementary benefit is paid to the beneficiary, doubled if the insured's death occurs due to an accident following a traffic accident. The minimum insurable capital is EUR 5,000, the maximum insurable capital is equal to the insured capital of the main benefit



## What is not covered by the insurance?

### MAIN BENEFIT

✗ Persons who are under 18 years of age or 78 years and 6 months or older when the contract is signed.

### SUPPLEMENTARY COVERAGES

✗ Persons who are under 18 years of age or 68 years and 6 months or older when the contract is signed.



## Are there limitations of coverage?

Exclusions for specific death causes:

- ! wilful offences of the policyholder, insured or beneficiary
- ! active participation in acts of war, terrorism, civil commotion
- ! nuclear events
- ! driving vehicles and watercrafts without a specific licence
- ! flying accidents in unauthorised vehicles or with unauthorised pilots
- ! suicide in the first 2 years or in case of reactivation of the insurance
- ! not represented hazardous sporting activity (always excluded when filling in the “Smart” proposal questionnaire)
- ! not represented hazardous professional activity (always excluded when filling in the “Smart” proposal questionnaire).

Limitations of coverage in the absence of a medical examination:

- ! 6 months (except in the case of death due to an accident or certain infectious diseases).

There are further specific exclusions and limitations for supplementary coverage.

with a limit of EUR 250,000. For customers enrolled in the “Più Generali” programme, there is a lower premium for the same insured capital.

✓ **TUTELA FAMILY CARE with fixed annual premium and capital**

Customers enrolled in the “Più Generali” programme may supplement the main benefit, when taking out the policy, with supplementary coverage in the event of death of the insured and of a family member cohabiting with him or her, following the same accident; if the insured and at least one member of his/her cohabiting household die before the optional coverage expires as a result of the same event and the same accidental cause, the supplementary benefit is paid. The minimum insurable capital is EUR 5,000, the maximum insurable capital is equal to the insured capital of the main benefit with a limit of EUR 250,000.

For each supplementary coverage, the actual insured capital is indicated in the policy.

Generali Italia also provides the policyholder with the W Benessere service, which allows the policyholder to book examinations and diagnostic tests at reduced rates in the network affiliated to Generali Welion.



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

The insurance covers the risk worldwide except in countries where there is a situation of war, whether declared or undeclared, or civil war: coverage does not apply if the insured is already in the territory affected by the acts of war and the death occurs after 14 days from the outbreak of hostilities, or if the insured travels to a country where a situation of war or similar already exists.



### **What are my obligations?**

Statements by the policyholder and the insured must be true, accurate and complete. If the insured, having represented himself to be a non-smoker, begins or recommences smoking, even occasionally, or if the insured begins practicing new hazardous sporting activities that were not represented when the insurance proposal was signed with the “Standard” questionnaire, the insured or the policyholder shall immediately notify Generali Italia in writing.

Applications for payment on account of death must be sent in writing to Generali Italia or to the agency to which the contract is assigned, accompanied by: the applicant's identity document and tax code, death certificate or, if the beneficiaries are the heirs, self-certification of the insured's death signed by an heir, medical documentation, information and documentation relating to the will and the identification of beneficiaries, and any additional documentation requested by Generali Italia if special investigation needs are required for the specific case.



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

The premium for the main insurance is determined in relation to the amount of the insured capital, the term chosen, the insured's non-smoking or smoking status, his or her age, health status, sporting and professional activities and lifestyle (if the “Standard” proposal questionnaire is filled in).

The premium for the supplementary insurances “Tutela Plus” and “Tutela Family Care” is determined in relation to the amount of the relevant insured capital. The premium for the supplementary insurance “Tutela Salute” is determined in relation to the amount of the relevant insured capital, the age of the insured and the insurance term.

The contract provides for the payment of annual premiums of fixed amount for the entire contractual term. The policyholder shall pay the premiums for optional supplementary insurances together with and in the same manner as the annual premiums for the main insurance. The first annual premium, even if divided into several instalments, is due in full.

Payment of the premium may be made by:

- P.O.S. or other electronic means of payment in the agency
- postal payment slip
- non-transferable cashier's cheque
- non-transferable bank or postal cheque
- bank transfer
- SEPA Direct Debit (SDD) (mandatory in the case of half-yearly or monthly premium instalments)
- other methods offered by the banking or postal services
- payment on the same date by Generali Italia of other policy(ies).

Payment of premiums in cash is not possible.

The policyholder may pay the annual premium in half-yearly or monthly instalments, in which case the premium is increased by 1%.



### **When does the coverage begin and when does it end?**

Minimum term of 2 years and maximum term of 25 years. The age of the insured at maturity must be less than 80 years and 6 months.

The term of the optional supplementary coverages corresponds to the term of the contract, except in case of early termination as of the annual anniversary before the insured is 70 years and 6 months.

The W Benessere service is provided for a 2 years-term from the effective date indicated in the policy, renewable by tacit agreement for periods of equal duration, however not beyond the expiry of the contract. Generali Italia shall notify the policyholder of the service termination with 30 days prior notice at least.

The contract is executed when Generali Italia has issued the policy to the policyholder or the policyholder has received the written consent of Generali Italia to the proposal. The contract comes into force, if the premium has been paid, at midnight on the effective date indicated in the policy, coinciding with or following the execution of the contract. If the premium is paid after this date, the contract comes into force at midnight on the payment day. Depending on the chosen mode of payment:

- if P.O.S., cheque or bank transfer, the premium shall be deemed to have been paid on the day on which it is actually credited to the current account in the name of Generali Italia or to the intermediary's dedicated account
- if postal payment slip, the premium is deemed to have been paid on the date stamped by the post office
- if SEPA Direct Debit (SDD), the premium shall be deemed to have been paid, subject to successful debits, on the day indicated in the policy for the payment of both the first and subsequent premium instalments.



### **How can I revoke the proposal, withdraw from the contract or terminate the contract?**

As long as the contract is not concluded, the policyholder may revoke the insurance proposal by sending a registered letter to the agency where it was signed.

The policyholder may withdraw from the contract within 30 days of its conclusion by sending a registered letter to the agency to which the contract was assigned.

The policyholder may terminate the contract by suspending premium payments.



### **Are redemptions or reductions envisaged? YES NO**

There are no redemption and reduction values.

In the event of premium payments' interruption, the contract may be reactivated within one year from the expiry date of the first unpaid instalment, upon the express written request of the policyholder and written acceptance by Generali Italia, which may request new medical examinations and decide on the basis of their outcome.

Death temporary insurance with fixed capital and annual premium for non-smokers and smokers [Assicurazione temporanea in caso di morte a capitale e a premio annuo costanti per non fumatori e per fumatori]

Additional pre-contractual information document for life insurance products other than insurance investment products (Non-Life Additional DIP)

Insurance Company: GENERALI ITALIA S.p.A. Product: Scegli col cuore | Per chi ami

Document update date: 05/06/024  
(the published LIFE additional DIP is the latest available)



This document contains additional and supplementary information to that contained in the pre-contractual information document for life insurance products other than insurance investment products (Life DIP), in order to help the potential policyholder to understand in more detail the characteristics of the product, the contractual obligations and the company's financial situation.

**The Policyholder shall read the Terms and Conditions of insurance before executing the contract.**

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

Generali Italia is authorised by the Italian Ministry of Industry, Trade and Crafts Decree No. 289 of 2/12/1927, and is registered under number 1.00021 with the Insurance Companies Register.

Shareholders' equity as at 31/12/2023: EUR 9.429.811.395 of which EUR 1.618.628.450 related to share capital and EUR 6.995.660.253 to total equity reserves. The figures refer to the latest approved financial statements. The Solvency and Financial Condition Report (SFCR) is available at [www.generali.it](http://www.generali.it).

- Solvency Capital Requirement: EUR 8.162.766.397
- Minimum capital requirement: EUR 3.251.273.187
- Eligible equity (to cover SCR) : EUR 17.790.889.284

Solvency ratio: 218% (this ratio represents the ratio between the amount of basic own funds and the amount of the Solvency Capital Requirement required by the Solvency 2 regulations in force since 1 January 2016).

**The contract is governed by Italian law.**



## What is covered by the insurance/What are the benefits?

### MAIN BENEFIT

There is no additional information to that provided in the Life DIP.

### SUPPLEMENTARY COVERAGES (optional)

There is no additional information to that provided in the Life DIP.



## What is not covered by the insurance?

### Excluded risks

There is no additional information to that provided in the Life DIP.



## Are there limitations of coverage?

### MAIN BENEFIT

#### Exclusions for specific death causes

- wilful offence of the policyholder or the beneficiary
- participation of the insured in wilful offences

- active participation of the insured in acts of war, declared or undeclared, civil war, acts of terrorism, revolution, civil commotion, military operations
- events caused by nuclear weapons, nuclear accidents or exposure to related radiation
- driving motor vehicles and watercrafts without a specific licence; the coverage is active if the licence has expired for no more than six months
- flight accidents if the insured person is on board a vehicle not authorised to fly or with a pilot without a specific licence
- suicide, if it occurs in the first 2 years of coverage or in the first 12 months after any reactivation
- engaging in hazardous sporting activities not represented when the insurance proposal was signed or subsequently
- performing professional activities that expose the insured to specific risks not represented when the insurance proposal was signed.

By filling in the “Smart” proposal questionnaire, no statement is required about the sporting or professional activities carried out; therefore, the insurance is never operative in the event of death caused by the performance of hazardous sporting or professional activities.

In the case of wilful offence on the part of the policyholder or beneficiary, no benefits are payable; in all other cases of exclusion, Generali Italia pays only the amount of the premiums paid net of the fees.

### **Limitations**

The insurance is effective if the insured has undergone a medical examination and any additional health checks requested by Generali Italia.

The policyholder **may choose not to undergo a medical examination** if he/she is less than 65 years and 6 months of age and for a proposed insured capital which, added to the insured capitals of any other death temporary policies previously taken out with Generali Italia without a medical examination for the same insured, is less than or equal to EUR 400,000. In the absence of a medical examination, **during the first 6 months after the contract comes into force** (so-called “waiting period”), the insurance is only active in the event of death as a direct consequence of:

- one of the following acute infectious diseases occurring after the coverage took effect: typhoid fever, paratyphoid fever, tetanus, diphtheria, scarlet fever, measles, epidemic cerebro-spinal meningitis, pneumonia, epidemic encephalitis, puerperal fevers, typhus exanthemata, viral hepatitis A, B and C, jaundiced leptospirosis, cholera, brucellosis, bacillary dysentery, salmonellosis, botulism, infectious mononucleosis, epidemic parotitis, rabies, whooping cough, rubella, generalised vaccinia, post-vaccinal encephalitis; also anaphylaxis occurring after the coverage took effect
- accident occurring after the coverage took effect, except as indicated in the Exclusions, an accident being understood to be an event due to a fortuitous, sudden, violent and external cause resulting in objectively verifiable bodily injuries which lead to death.

During the waiting period, in the event of death due to other causes, Generali Italia pays only the sum of the premiums paid net of the fees.

## **SUPPLEMENTARY COVERAGES**

### **TUTELA SALUTE**

#### **Exclusions**

- aorta surgery
- heart valve surgery
- coronary artery bypass surgery
- dialysis for renal failure
- transplantation of major organs

when such procedures are carried out as a consequence of congenital anomalies, consequences of accidents or disease that gave rise to symptoms, treatment, tests, diagnoses prior to the insurance taking effect or its possible reactivation.

In addition, the following exclusions apply in relation to individual diseases.

- cancer, **excluding** tumours presenting the characteristics of carcinoma in situ or which are histologically described as premalignant or non-invasive; skin tumours without metastasis; non-life threatening tumours

- surgery of the aorta, **excluding** surgery as a result of traumatic lesions of the aorta
- heart valve surgery, **excluding** valve prosthesis replacement
- coronary artery bypass surgery, **excluding** angioplasty, stent implantation, other percutaneous or non-surgical procedures
- stroke, **excluding**: transient ischaemic attacks; accidents leading only to changes in memory or personality; brain symptoms due to migraine; brain lesions secondary to trauma or hypoxia; ischaemic vascular diseases affecting the eye or optic nerve or vestibular system
- acute coronary syndrome, **excluding** stable angina pectoris; unstable angina; drug-induced coronary syndrome; Tako-Tsubo syndrome
- renal insufficiency, **excluding** forms that do not require regular chronic dialysis
- transplantation of major organs, **excluding** the transplantation of any other organs, parts of organs or any other tissues or cells.

**Limitations**

The provisions of the main insurance apply.

**TUTELA PLUS (A.C.M.A. - I.S.)**

**Exclusions**

In addition to the exclusions provided for the main benefit, death is excluded if due to injuries caused by

- nuclear or chemical contamination, earthquakes, volcanic eruptions, floods
- state of drunkenness, intoxication through the abuse of psychotropic drugs and the use of narcotic drugs or hallucinogenic substances or otherwise altered psycho-physical conditions.

Death is also excluded for:

- malaria, poisoning, infections not caused exclusively by the injuries suffered in the accident
- the consequences of surgery and treatment not made necessary by the injuries suffered in the accident.

**Limitations**


Supplementary coverage does not apply if:

- the injuries affected the insured's physical or pathological conditions, whether pre-existing or new, or their development
- death occurs one year after the day of injury.

**TUTELA FAMILY CARE**

**Exclusions and limitations**

The exclusions foreseen for the main benefit and the supplementary insurance "Tutela Plus", where compatible, and the limitations foreseen for the supplementary insurance "Tutela Plus" shall apply.


 **What are my obligations? What are the company's obligations?**


<p><b>What to do in case of event?</b></p>	<p><b>Reporting a claim:</b> all applications for payment must be sent in writing to Generali Italia or to the agency to which the contract is assigned, accompanied by:</p> <ul style="list-style-type: none"> <li>- identity document and tax code of the applicant</li> <li>- documents necessary to verify the obligation to pay and to identify those entitled.</li> </ul> <p>Documents required for payments <b>in case of insured's death:</b></p> <ul style="list-style-type: none"> <li>- death certificate or, if the beneficiaries are the heirs, self-certification of the insured's death signed by an heir</li> <li>- report by the treating doctor on the causes and circumstances of the death, the health situation and the insured's living habits</li> <li>- certified statement in lieu of affidavit, stating: <ul style="list-style-type: none"> <li>- whether or not the insured has left a will</li> <li>- that the published will is the last, valid will and has not been challenged</li> <li>- indication of legitimate and testamentary heirs, if the beneficiaries in the event of death are indicated generically</li> </ul> </li> <li>- any copy of the published will.</li> </ul>
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<p><b>What to do in case of event?</b></p>	<p>In addition, only for the supplementary insurance “Tutela Family Care” the following is also required:</p> <ul style="list-style-type: none"> <li>- death certificate of the family member other than the insured or, if the beneficiaries are the heirs, self-certification of the death of the family member signed by an heir</li> <li>- self-certification of family status on the date of the event</li> <li>- documentation proving that the deaths were caused by the same accidental event.</li> </ul> <p>Documents required for payments <b>in case of serious disease</b>:</p> <ul style="list-style-type: none"> <li>- a hospital discharge letter or certificate by a specialist stating the diagnosis of the disease, the onset date, the incidental or pathological origin and the appropriate clinical and instrumental information to classify the disease among those covered by the insurance.</li> </ul> <p>For all coverages, Generali Italia reserves the right to promptly indicate any additional documentation that may be required should the individual case present special investigative needs. Furthermore, Generali Italia reserves the right not to accept documents without legal value in Italy.</p> <p><b>Time barring:</b></p> <p>Claims arising from the insurance contract shall become time barred after 10 years from the day on which the event, giving rise to each claim, occurred; once this term has expired, the accrued sums shall be transferred to the special fund established at the Ministry of Economy and Finance, pursuant to Italian Law No. 266 of 23 December 2005 and subsequent supplements and amendments.</p> <p><b>Settlement of benefits:</b></p> <p>Generali Italia makes payments within 30 days from the date of receipt of the complete documentation.</p>
<p><b>Incorrect statements or reticence</b></p>	<p>The signing of the contract is subject to the prior statement of the insured's non-smoking or smoking status and the filling in of a <b>proposal questionnaire</b> by the insured, which may be</p> <ul style="list-style-type: none"> <li>- “<b>Smart</b>”, consisting of a single question on health status (which can be subscribed in the cases provided for)</li> <li>- “<b>Standard</b>”, consisting of questions about the insured's health status, lifestyle habits and any hazardous sporting and/or professional activities.</li> </ul> <p>The insured must also undergo a <b>medical examination</b> in the cases provided for and any additional medical examinations if requested by Generali Italia.</p> <p>In the event of any inaccurate statement or reticence concerning circumstances for which Generali Italia would not have given its consent to the conclusion of the contract, or would not have given its consent under the same conditions if it had known the true state of affairs, Generali Italia shall be entitled:</p> <ul style="list-style-type: none"> <li>- in case of intent or gross negligence: <ul style="list-style-type: none"> <li>- to cancel the contract within 3 months of the day on which it became aware of the inaccuracy of the statement or the reticence;</li> <li>- to refuse any payment if the claim occurs before the expiry of the above-mentioned period;</li> </ul> </li> <li>- in case there is no intent or gross negligence or during the contract it is not notified that the insured starts or resumes smoking: <ul style="list-style-type: none"> <li>- to withdraw from contract within 3 months from the day on which it became aware of the inaccurate statement or the reticence;</li> <li>- to reduce the benefits in proportion to the difference between the agreed premium and the premium that would have been applied had the true state of affairs been known, in the hypothesis that the claim occurs before Generali Italia knows the true state of affairs or before Generali Italia has declared its intention to withdraw from the contract.</li> </ul> </li> </ul>



<b>Incorrect statements or reticence</b>	The inaccurate indication of the insured's age may lead to the adjustment of premiums or benefits, i.e. their recalculation on the basis of the correct age, or to the possible termination of the contract.
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 <b>When and how do I pay?</b>	
<b>Premium</b>	<p>Payment of the premium may be made by:</p> <ul style="list-style-type: none"> <li>- P.O.S. or other electronic means of payment available in the Customer Area (from the website <a href="http://www.generali.it">www.generali.it</a> or the MyGenerali app) for premiums subsequent to the first, or via a special link sent by the intermediary</li> <li>- postal payment slip in the name of Generali Italia or to the intermediary, expressly in that capacity, on a dedicated postal current account</li> <li>- non-transferable cashier's cheque payable to Generali Italia or to the intermediary, expressly in that capacity</li> <li>- non-transferable bank or postal cheque payable to Generali Italia or to the intermediary, expressly in that capacity</li> <li>- by bank transfer to a current account in the name of Generali Italia or to the intermediary's dedicated account</li> <li>- permanent debit authorisation on current account (Sepa Direct Debit), compulsory in the case of half-yearly or monthly premium instalments</li> <li>- other methods offered by the banking or postal services</li> <li>- payment on the same date by Generali Italia of other policy(ies).</li> </ul> <p>Payment of premiums in cash is not possible.</p> <p>The premium is inclusive of tax if the supplementary insurance "Tutela Plus" and/or "Tutela Family Care" is applicable.</p>
<b>Refund</b>	There are no forms of refund for premiums paid.
<b>Discounts</b>	For members of the Più Generali Programme, there are premium discounts and access to additional supplementary coverages. Recipients of the Programme are all policyholders of at least one individual Life, Motor or Non-Motor insurance product with Generali Italia.

 <b>When does the coverage begin and when does it end?</b>	
<b>Term</b>	There is no additional information to that provided in the Life DIP.
<b>Suspension</b>	Not foreseen.

 <b>How can I revoke the proposal, withdraw from the contract or terminate the contract?</b>	
<b>Revocation</b>	There is no additional information to that provided in the Life DIP.
<b>Withdrawal</b>	<p>The policyholder may withdraw from the contract within 30 days of its conclusion. For this purpose, he or she shall send a registered letter to the agency to which the contract has been assigned. Within 30 days of receipt of the withdrawal notice, Generali Italia shall refund to the policyholder the premium paid minus</p> <ul style="list-style-type: none"> <li>- any taxes</li> <li>- the part relating to the risk assumed for the period during which the contract was in effect</li> <li>- any costs incurred for the issuance of the contract</li> </ul>
<b>Termination</b>	Failure to pay even a single premium instalment shall result, 30 days after the date set for its payment, in the contract termination, with the premiums paid remaining with Generali Italia.



## Are redemptions or reductions envisaged? YES NO

### Redemption and reduction values

There are no redemption and reduction values.

In the event of premium payments' interruption, the contract may be reactivated, subject to payment of all premiums in arrears, within 1 year from the expiry date of the first unpaid premium instalment, upon the express written request of the policyholder and written acceptance by Generali Italia, which may request new medical examinations and decide on the basis of their outcome.

The supplementary insurance "Tutela Salute" cannot be reactivated if, during the period of premium payments' interruption, a serious disease arises among those covered.

The reactivation of the contract restores - with effect from midnight on the day on which payment of the amount due is made - the contractual values of the benefits as if the interruption of the premium payment plan had never occurred.

### Information request

Since no redemptions or reductions are envisaged, no information is available.



## Who is this product aimed at?

"Scegli col cuore - Per chi ami" is an insurance product aimed at retail customers with a need for protection. It can also be subscribed to by professional customers with the same need.

Retail customers are natural persons, non-profit associations and companies, the latter with at least two of the following capital requirements: balance sheet total < EUR 20,000,000; net turnover < EUR 40,000,000; equity < EUR 2,000,000.

The "Tutela Family Care" supplementary coverage is reserved for clients enrolled in the Più Generali programme.



## What costs do I incur?

### Costs charged on the premium

#### Fees for

issuance	EUR 10
replacement	EUR 10
acknowledgement of receipt	EUR 3.5 EUR 0.5 (for SDD payments)

Replacement fees apply if the contract is concluded to replace one or more life insurance contracts.

The fees for acknowledgement of receipt are applied to premium instalments following the first one.

### Uploads

#### Percentage costs

15.0% (min. EUR 60)	Main insurance
15.0%	Supplementary coverage "Tutela Salute"
12.0%	Supplementary coverage "Tutela Plus"
18.0%	Supplementary coverage "Tutela Family Care"

The percentage costs are applied to the premium net of issuance or acknowledgment of receipt fees.

If prior verification of the insured's health status is required by means of a medical examination, the cost thereof - equal to the fee charged by the doctor or facility to which the insured has applied - shall be borne by the policyholder.

## Splitting surcharges

Half-yearly and monthly 1.0%

### Brokerage costs

Share received by the broker with reference to the entire commission flow: 29.2%

## HOW CAN I LODGE COMPLAINTS AND RESOLVE DISPUTES?

<b>To the Insurance Company</b>	<p>Complaints may be lodged with the Company in the following ways:</p> <ul style="list-style-type: none"><li>- by letter sent to “Generali Italia S.p.A. - Customer Advocacy e Tutela Cliente - Via Leonida Bissolati, 23 - Rome - Postal Code 00187”;</li><li>- via the complaints page on the Company's website: <a href="http://www.generali.it/Info/Reclami/">http://www.generali.it/Info/Reclami/</a>;</li><li>- by e-mail to: <a href="mailto:reclami.it@generali.com">reclami.it@generali.com</a>.</li></ul> <p>The corporate function in charge of handling complaints is Customer Advocacy e Tutela Cliente (Customer Protection).</p> <p>Feedback must be provided within 45 days. The time limit may be suspended for a maximum of 15 days for supplementary investigations in the event of a complaint relating to the conduct of Agents and their employees and independent contractors.</p>
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<b>To IVASS</b>	<p>In case of an unsatisfactory outcome or late reply, it is possible to contact IVASS, Via del Quirinale, 21 - 00187 Rome, fax 06.42133206, certified email: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a>.</p> <p>The form that shall be used to submit a complaint to IVASS can be found at <a href="http://www.ivass.it">www.ivass.it</a>, under the section “For Consumers - Complaints”.</p> <p>Complaints addressed to IVASS shall include:</p> <ol style="list-style-type: none"><li>1. Name, surname and domicile of the complainant, with telephone number if applicable;</li><li>2. Identification of the person or persons whose actions are complained of;</li><li>3. Brief and comprehensive description of the complaint;</li><li>4. Copy of the complaint submitted to the Insurance Company or intermediary and of any reply provided;</li><li>5. Any document useful to describe more in detail the relevant circumstances.</li></ol>
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### BEFORE RESORTING TO THE JUDICIAL AUTHORITIES, alternative dispute resolution systems can be used such as:

<b>Mediation</b>	<p>Mediation, which is provided for by law as a condition for insurance disputes, is mandatory before resorting to the judicial authorities.</p> <p>It is possible to contact a Mediation Body (<i>Organismo di Mediazione</i>) from among those on the Ministry of Justice's list, which can be consulted at <a href="http://www.giustizia.it">www.giustizia.it</a> (Italian Law no. 98 of 9 August 2013).</p>
<b>Assisted Negotiation</b>	<p>By request of one's lawyer to Generali Italia.</p>
<b>Other alternative dispute resolution systems</b>	<p>For the resolution of cross-border disputes, it is possible to lodge a complaint with IVASS or to activate the competent foreign system through the FIN-NET procedure (by accessing the website <a href="http://ec.europa.eu/internal_market/finnet/index_en.htm">http://ec.europa.eu/internal_market/finnet/index_en.htm</a>).</p>

## TAX

<b>Tax treatment applicable to the contract</b>	<p>The contract is subject to the insurance taxes in force in Italy, on the basis of the declaration of residence/domicile or registered office in Italy made by the policyholder upon signature of the policy or the policy proposal.</p>
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<p><b>Tax treatment applicable to the contract</b></p>	<p>The policyholder undertakes to notify Generali Italia within 30 days of any change of residence/domicile or of its registered office in another EU Member State. Failing this, the policyholder is liable for any damage caused to Generali Italia, e.g. as a result of tax assessment by the country of new residence/domicile.</p> <p>Below is the tax treatment applied to the contract, which depends on the individual situation of each policyholder (or beneficiary, if different) and may be subject to future changes.</p> <p><b>Tax deduction of premiums</b></p> <p>The premium entitles the policyholder to a personal income tax deduction for both the part pertaining to the risk of death and the part pertaining to the risk of serious disease, insofar as the serious disease covered give rise to permanent disability of at least 5%. In order to qualify for deduction, it is necessary for the insured, if different from the policyholder, to be the latter's tax dependent.</p> <p><b>Tax on premiums for accident supplementary coverage in the event of death</b></p> <p>A tax of 2.5% is payable on premiums for accident supplementary coverage in the event of death.</p> <p><b>Taxation of insured benefits</b></p> <p>The sums owed by Generali Italia:</p> <ul style="list-style-type: none"> <li>- if paid to an individual in the event of the insured's death, are exempt from IRPEF [personal income tax] and inheritance tax</li> <li>- if paid to an individual in case of serious disease of the insured, are exempt from IRPEF</li> <li>- if paid to a legal person, they form business income.</li> </ul>
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**THE COMPANY IS OBLIGED TO SEND YOU, WITHIN SIXTY DAYS OF THE END OF EACH CALENDAR YEAR, THE SINGLE REPORTING DOCUMENT OF YOUR INSURANCE POSITION.**

**BEFORE COMPLETING THE HEALTH QUESTIONNAIRE, PLEASE READ THE RECOMMENDATIONS AND WARNINGS CONTAINED IN THE PROPOSAL CAREFULLY. ANY INACCURATE OR UNTRUE STATEMENTS MAY LIMIT OR ENTIRELY EXCLUDE THE RIGHT TO INSURANCE BENEFITS.**

**FOR THIS CONTRACT, THE COMPANY MAKES AVAILABLE TO THE POLICYHOLDER AN ONLINE PERSONAL AREA (so-called HOME INSURANCE), THEREFORE AFTER THE EXECUTION YOU WILL BE ABLE TO CONSULT THIS AREA AND USE IT TO TELEMATICALLY MANAGE THE CONTRACT ITSELF.**

# SCEGLI COL CUORE - PER CHI AMI

Death temporary insurance with fixed capital and annual premium for non-smokers and smokers

Mod. GVSCCPCA - ed. 06/2024

Terms and Conditions of insurance

*The contract is prepared according to the Guidelines of the "Simple and Clear Contracts" Board of Experts coordinated by ANIA [National Insurance Companies Association].*

*The texts of the insurance terms and conditions have been produced with the aim of facilitating reading and consultation using language that is as simple and commonly used as possible.*

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## DEFINITIONS

Let us define the main terms used:

<b>Insurance year</b>	The first insurance year is the period between the effective date and the first annual recurrence. For subsequent insurance years, this is the period between two consecutive annual recurrences of contract.
<b>Insured</b>	Natural person on whose life the insurance is taken out: his or her personal details and the events occurring during his or her life determine the calculation of the benefits under the insurance contract.
<b>Beneficiary</b>	Natural or legal person to whom the benefits under the insurance contract are paid.
<b>Policyholder</b>	Natural or legal person entering into the insurance contract, undertaking to pay the relevant premiums.
<b>Card</b>	Nominative digital document certifying the possibility of accessing, at favourable conditions, the network of Generali Welion S.c.a.r.l affiliated facilities available in the Customer Area or MyGenerali App by accessing the service, or on the website <a href="http://www.generali.it">www.generali.it</a> .
<b>Contact Center</b>	Call centre also managed through third party companies, including Generali Welion S.c.a.r.l.
<b>Effective date</b>	Date specified in the policy as the starting date for the calculation of contractual benefits.
<b>IVASS</b>	Italian Insurance Supervisory Authority.
<b>Non-smoker</b>	The person who <ul style="list-style-type: none"><li>- has never smoked (cigarettes, cigars, pipe or other), not even sporadically, during the 24 months preceding the date on which the insurance proposal was signed, and</li><li>- if he or she stopped smoking, he or she did not do so as a result of medical advice in the light of a pathology.</li></ul>
<b>Policy</b>	Document proving the insurance contract.
<b>Premium</b>	Amount the policyholder pays to Generali Italia.
<b>Insurance proposal</b>	Document or form signed by the policyholder, in his/her capacity as proposing party, by which he or she shows to Generali Italia his or her willingness to conclude the insurance contract on the basis of the characteristics and conditions indicated therein.
<b>Withdrawal</b>	Policyholder's right to have the effects of the contract terminated.
<b>Annual recurrence of the contract</b>	Anniversary of the effective date.
<b>Welion</b>	GENERALI WELION S.C.A.R.L., with registered office in Trieste, Via Machiavelli 4, post code 34132, share capital EUR 10,000.00, fully paid-up, registered in the Companies Register of Venezia Giulia with Group VAT No. 01333550323, belonging to the Generali Group and subject to the management and coordination of Generali Italia S.p.A. By virtue of a specific agreement, it provides, on behalf of and with costs borne by Generali Italia S.p.A., contact with the beneficiary of the service for the organisation and provision, in the manner and within the various limits envisaged in the contract, of care and consulting services of affiliated medical institutions or third-party companies provided by Generali Italia, also with the support of Welion itself.

## WHAT IS COVERED BY THE INSURANCE / WHAT ARE THE BENEFITS?

### Article 1 - Scope of the contract

“Scegli col cuore – Per chi ami” provides a **main insurance** for which, in return for the premiums paid by the policyholder (→ Definitions), in the event of the insured’s death (→ Definitions) by the end of the contract term, Generali Italia pays the beneficiary (→ Definitions) a benefit in euros.

The main insurance benefits can be supplemented with **optional insurances** providing **supplementary** benefits.

## MAIN INSURANCE

### Article 2 Benefit

The minimum insurable capital is determined, starting from a minimum premium (→ Definitions) of EUR 80, based on the status of non-smoker (→ Definitions) or smoker, the age and statements of the insured (→ Definitions) (→ article 10) as well as any health assessments at the time of issue.

The actual insured capital is indicated in the policy (→ Definitions) and remains fixed throughout the term of the contract.

If at maturity the insured is still alive, the contract is terminated and the premiums paid remain with Generali Italia for the insurance provided.

## SUPPLEMENTARY INSURANCES (OPTIONAL)

### Article 3 Supplementary insurance and common provisions

When taking out the contract, the policyholder may supplement the main benefit with one or more of the following optional supplementary insurances:

- “**Tutela Salute**” - insurance in the event of serious disease (→ article 4)
- “**Tutela Plus**” - accidental death temporary insurance with doubling in the event of death in a traffic accident (ACMA-IS) (→ article 5)
- “**Tutela Family Care**” (reserved for Customers enrolled in the “Più Generali” programme <sup>(1)</sup>) - temporary insurance in the event of death of the insured and a cohabiting family member following the same accidental event (→ article 6).

Supplementary insurance policies are terminated, **have no effect** and the premiums paid thereon remain with Generali Italia:

- in the event of **suspension of the premiums** payment; in this case, the payment of the only premiums relating to the main insurance is not permitted and, therefore, the entire contract is terminated
- on the relevant **expiry date** (→ article 16), if the insured person is alive or has not suffered a serious disease
- in the event of cancellation of the contract following **false or reticent statements with intent or gross negligence** (→ article 10)
- in the case of **the insured’s death**, when the event was caused by the **wilful offence** of the policyholder or beneficiary (→ article 9).

Supplementary insurances only operate if they are included in the policy.

### Article 4 “Tutela Salute” - Insurance in the event of serious disease


When taking out the contract, the policyholder may supplement the main benefit with “Tutela Salute” supplementary insurance for the insured’s serious disease.

In case of one of the following serious disease:

- cancer
- aorta surgery

(1) The terms and conditions of use of the “Più Generali” loyalty programme are available at [www.generali.it](http://www.generali.it).



- 
- heart valve surgery
  - coronary artery bypass surgery
  - stroke
  - acute coronary syndrome
  - renal failure
  - transplantation of major organs

arising after the entry into force of the contract or its possible reactivation, Generali Italia shall pay the insured capital chosen by the policyholder from among EUR 10,000, EUR 20,000, EUR 30,000 and EUR 40,000 (maximum insurable capital, also taking into account any other “Scegli col cuore - Per chi ami” policies with “Tutela Salute” supplementary insurance having the same insured). The insured capital may in no case exceed the insured capital of the main benefit. The beneficiary for this supplementary insurance is the same as the insured.

The **onset of** the disease is established as follows:

- the date of diagnosis, for cancer and acute coronary syndrome
- the date of surgery, for aorta, heart valve and coronary artery bypass surgery
- the date of acute onset, for stroke
- the date of commencement of regular chronic dialysis for renal failure
- the date of transplantation or the date of inclusion on the official waiting list, for the transplantation of major organs.

The insurance is valid whatever the cause of the serious disease, if it arises after the conclusion of the contract, without territorial limits and without taking into account changes in the insured's occupation.

Following the payment of the insured capital in the event of serious disease, no further benefits are payable if another serious disease is diagnosed and the relevant insurance lapses.

### **Cancer**

Presence of malignant tumour, characterised by uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue.

The diagnosis of cancer must be certified by the relevant specialist and supported by histological examination or certain diagnostic findings.

### **Aorta surgery**

Surgery for disease of the aorta by thoracotomy or laparotomy involving reconstruction or removal of the diseased aorta and its replacement with a prosthesis. By aorta we mean the thoracic and abdominal aorta but not its branches. The guarantee is also extended to aortic surgeries performed using endovascular surgery techniques only.

### **Heart valve surgery**

Surgery to replace or repair one or more heart valves as a result of dysfunction or abnormality of those valves.

The diagnosis of heart valve abnormalities must be revealed by cardiac catheterisation or echocardiogram and surgery must be considered necessary by a cardiologist.

### **Coronary artery bypass surgery**

Coronary artery bypass surgery to correct or treat coronary artery disease.

### **Stroke**

Acute onset of focal neurological deficit due to a cerebrovascular accident including cerebral tissue infarction, haemorrhage from an intracranial vessel or embolisation from an extracranial source and associated with all of the following outcomes:

- duration of symptoms/signs longer than 24 hours
- permanent loss of motor and sensory function, or loss of speech
- permanent neurological damage.

A neurological specialist must confirm evidence of permanent neurological damage after a period of at least 180 days from the date of the event. Neurological damages must be confirmed by imaging techniques such as CT scan or MRI.

**Permanent neurological damage** means that, after 180 days from the first diagnosis of the stroke, the insured has at least one of the following irreversible conditions confirmed by a neurologist:

- complete and permanent loss of use of two or more limbs
- organic or functional disorder of chewing and swallowing that renders the insured unable to eat solid food, excluding dental causes
- permanent incapacity to perform at least three of the following activities of daily living without assistance:
  - taking a bath or shower
  - dressing and undressing
  - going to the toilet and maintaining adequate levels of personal hygiene
  - voluntarily control bowel and bladder functions
  - sitting down and getting up from the chair and lying down and getting out of bed
  - drinking or eating already prepared food

#### **Acute coronary syndrome**

Defined on the basis of documented evidence of myocardial necrosis in the context of ischaemia.

Diagnostic tests must certify the finding of a significant increase in the cardiac biochemical markers (especially troponin T/I) together with one or more of the following factors:

- symptoms of ischaemia
- electrocardiographic changes peculiar to myocardial ischaemia (STEMI, NSTEMI), T wave or appearance of complete left bundle branch block
- presence of q-wave
- finding of new variations in ventricular parietal kinetic at cardiac echo-colour Doppler
- finding of coronary thrombosis at coronary evaluation.

The diagnosis must be certified by a cardiologist specialist attesting the clinical-instrumental approach by means of a detailed report supported by adequate documentation.

#### **Renal failure**

End-stage renal failure that presents itself as chronic irreversible failure of both kidneys, as a result of which regular chronic dialysis is established.

#### **Transplantation of major organs**

Receiving a human-to-human transplant (or being placed on an official waiting list) of:

- bone marrow using haematopoietic stem cells preceded by total bone marrow ablation, or
- one of the following organs: heart, lung, liver, kidney, pancreas, small intestine (duodenum, jejunum, ileum), due to total and irreversible organ dysfunction.

The need for the transplant must be certified by a specialist surgeon.

For exclusions relating to individual illnesses, see article 9.

#### **Reporting and assessment of serious disease**

The policyholder shall, under penalty of forfeiture, send the report of serious disease, complete with the documentation envisaged in article 11, to Generali Italia within 3 months of the onset date.

It should be noted that Generali Italia accepts the reporting provided that the insured is alive at the time the report is filed; if the insured has already died, Generali Italia accepts the reporting only if the heirs prove that the disease onset occurred within 30 days prior to the date of death.

From the date of receipt of the complete documentation - **date of reporting** - the assessment period for Generali Italia commences, which, in any case, may not exceed 30 days.

After the expiry of this time limit, if one of the above-mentioned serious diseases is subsequently recognised, statutory interest is due, starting from such time limit.

From the reporting date of a serious disease, payments of premium instalments due under the specific coverage are suspended.

If the onset of serious disease is not recognised, payments are reactivated and the policyholder, informed by Generali Italia, shall pay any suspended premium instalments without interest.

For the purposes of the assessment, the insured shall allow Generali Italia all the investigations and medical examinations that it deems necessary, at the same time releasing the doctors who examined and treated him or her from their professional secrecy.

#### **Article 5 “Tutela Plus” - Accidental death temporary insurance with doubling in the event of death in a traffic accident with fixed capital and annual premium (ACMA-IS)**

When taking out the policy, the policyholder may supplement the main benefit with the supplementary insurance “Tutela Plus”, with fixed capital and annual premium, in the event of the insured's death due to an accident.

If the insured dies within the expiry date of the “Tutela Plus” insurance policy (→ article 16) **as a direct and exclusive consequence of objectively verifiable injuries due to an external accidental cause (accident)** occurring after the activation (or reactivation) of the supplementary insurance, Generali Italia shall pay the beneficiary the supplementary capital indicated in the policy, which is fixed for the entire contractual term. Accident means an event due to a fortuitous, sudden, violent and external cause that produces objectively verifiable bodily injury resulting in death.

“Tutela Plus” supplementary capital is doubled if the insured's death occurs as a result of an accident following a traffic accident.

The minimum insurable supplementary capital is EUR 5,000, while the maximum insurable capital is equal to the insured capital of the main benefit with a limit of EUR 250,000.

The provisions laid down for the main insurance shall apply, insofar as they are compatible and insofar as they are not derogated from by the exclusions, limitations and other specific provisions of the supplementary insurance (→ articles 8, 9, 11, 12, 16 and 20).

#### **Article 6 “Tutela Family Care” - Accidental death temporary insurance with fixed capital and annual premium (death of the insured and a cohabiting family member as a result of the same accident)**

When subscribing to the contract, the policyholder may supplement the main benefit with the supplementary insurance “Tutela Family Care”, with fixed capital and annual premium, in the event of the death by accident of the insured and at least one member of his/her cohabiting household (a person who is part of the same household on the date of the event). “Tutela Family Care” insurance is **reserved for members of “Più Generali” loyalty programme<sup>(2)</sup>**.

If the insured and at least one member of his/her cohabiting household die before the expiry date of “Tutela Family Care” insurance policy (→ article 16), **as a direct and exclusive consequence of objectively verifiable injuries resulting from the same external accidental cause (accident)**, occurring after the activation (or reactivation) of the supplementary insurance, Generali Italia shall pay the beneficiary the “Tutela Family Care” supplementary capital indicated in the policy, which is fixed for the entire contractual term. Accident means an event due to a fortuitous, sudden, violent and external cause that produces objectively verifiable bodily injury resulting in death.

(2) See footnote 1.

The minimum insurable supplementary capital is EUR 5,000, while the maximum insurable capital is equal to the insured capital of the main benefit with a limit of EUR 250,000.

The provisions laid down for the main insurance shall apply, insofar as they are compatible and insofar as they are not derogated from by the exclusions, limitations and other specific provisions of the supplementary insurance (→articles 8, 9, 11, 12, 16 and 20).

## CARE AND HEALTH SERVICES

### Article 7 W Benessere - Booking service for examinations and diagnostic tests at reduced rates

The policyholder can access W Benessere, the booking service for examinations and diagnostic tests at reduced rates of the affiliated Welion network (→ Definitions).

All information for the correct use of the service is accessible through the Customer Area at [www.generali.it](http://www.generali.it) or the MyGenerali App.

The policyholder may book specialist examinations and diagnostic tests by choosing one of the following methods:

- online: the policyholder chooses the service, the facilities (minimum one, up to three choices), selects its availability and submits the request. Within 2 working days the policyholder receives a confirmation e-mail, or a contact from the Contact Center (→ Definitions) to request further availability. The policyholder has the opportunity to compare the different rates offered by the facilities and the discount applied. Online booking is available 24 hours a day, 7 days a week. Not all facilities are enabled for online booking: in this case, you can proceed with the other two alternatives.
- by telephone: the policyholder can contact the telephone number available in the Customer Area or MyGenerali App by accessing the service and requesting a booking from a Contact Center operator. The service is available from Monday to Friday from 8 a.m. to 10 p.m. and on Saturdays from 8 a.m. to 2 p.m.
- directly at the facility: the policyholder may contact the affiliated facility directly and identify himself/herself as a Generali customer.

The list of affiliated facilities is available in the Customer Area or MyGenerali App by accessing the service, or at [www.generali.it](http://www.generali.it).

The following are excluded from the booking:

- services other than examinations and diagnostic tests
- ophthalmology and dentistry services.

In order to take advantage of reduced rates, it is always necessary to identify yourself by presenting the Card (→ Definitions), together with a valid identity document, to the selected facility when booking or in any case when the chosen service is performed.

The service can be activated on condition that the main insurance premiums are regularly paid.

## WHAT IS NOT COVERED BY THE INSURANCE?

### Article 8 Uninsurable persons

#### Main insurance

Persons who are under 18 years of age or 78 years and 6 months, or older, at the time the contract is signed are not insurable.

#### Supplementary insurances

Persons who are under 18 years of age or 68 years and 6 months, or older, at the time the contract is signed are not insurable.

## ARE THERE LIMITATIONS OF COVERAGE?

### Article 9 Exclusions and limitations

#### Main insurance

The insurance is valid for any cause of death, subject to the following exclusions and limitations.

#### **Exclusions**

The insurance does not cover death caused by:

- wilful offence of the policyholder or the beneficiary
- participation of the insured in wilful offences
- active participation of the insured in acts of war, declared or undeclared, civil war, acts of terrorism, revolution, civil commotion, military operations
- non-active participation of the insured in acts of war, declared or undeclared, or civil war, if
  - the insured is already in the territory affected by the acts of war and death occurs 14 days after the beginning of hostilities
  - the insured travels to a country where at the time of his/her arrival there is already a war situation or the like
- events caused by nuclear weapons, nuclear accidents or exposure to related radiation
- driving motor vehicles and watercrafts without a specific licence; the insurance is active if the licence has expired for no more than 6 months
- flight accidents if the insured person is on board a vehicle not authorised to fly or with a pilot without a specific licence
- suicide, if it occurs in the first 2 years of insurance or in the first 12 months after any reactivation
- performance of hazardous sports activities not represented as practised when the insurance proposal was signed (→ Definitions) or subsequently, such as mountaineering and ski mountaineering, both if solo or with non-European expeditions; ice climbing; caving; air sports (such as parachuting, paragliding, hang-gliding, microlight flying, glider, aerobatic flying) motor sports (such as motor racing, motorcycling and motor boating); water sports (such as scuba diving); offshore sailing; boxing and other forms of professional boxing and any form of extreme sports (such as base jumping, rooftopping, parkour). **By filling in the “Smart” proposal questionnaire (→ article 10), no statement is required, either when signing the insurance proposal or subsequently, about the sporting activities practiced; therefore, the insurance is never operative in the event of death caused by the performance of hazardous sporting activities.** By filling in the “Standard” proposal questionnaire (→ article 10), it is possible to state - when signing, or subsequently - the practice of hazardous activities; consequently, the insurance policy shall be operative in the event of death caused by the practice of hazardous sporting activities only if stated to Generali Italia and included in the coverage, possibly with an increase in the premium due.
- carrying out professional activities not stated upon signature of the insurance proposal that expose the insured to specific risks, such as: work on non-scheduled aircraft<sup>(3)</sup>; work on platforms, scaffolding, structures, roofs; drivers of vehicles with a load capacity of more than 35 quintals; contact with explosives; work in the mining industry; underwater work. **By filling in the “Smart” proposal questionnaire (→ article 10), no statement is required, either when signing the insurance proposal or subsequently, about the professional activities carried out; therefore, the insurance is never operative in the event of death caused by the performance of professional activities that expose the insured to specific risks.** When filling in the “Standard” proposal questionnaire (→ article 10), it is possible to state - upon signature - the performance of professional activities that expose the insured to specific risks; consequently, the insurance shall be operative in the event of death caused by the performance of such professional activities only if stated to Generali Italia and included in the coverage, possibly with an increase in the premium due.

In the event of wilful offence by the policyholder or the beneficiary, no benefit is payable; in all other cases, Generali Italia pays a benefit equal to the sum of the premiums paid net of fees (→ article 20), in lieu of the insured benefit.

(3) Non-scheduled flights are defined as flights not operated by a registered airline, such as private or corporate jets with an air operator's certificate, oil rig flights, air taxi services, air cargo transport, etc.

## Limitations

The insurance is effective if the insured has undergone a medical examination and any additional health checks requested by Generali Italia.

The policyholder **may choose not to undergo a medical examination** if he/she is less than 65 years and 6 months of age and for a proposed insured capital, added to the insured capitals of any other death temporary policies previously taken out with Generali Italia without a medical examination for the same insured, less than or equal to EUR 400,000, subject to filling in a proposal questionnaire (→ article 10); on the basis of the answers given to the questionnaire, Generali Italia may request a medical examination.

In the absence of a medical examination, the insurance is excluded for a **waiting period of 6 months** from the entry into force of the contract, unless the death occurs as a direct consequence of:

- one of the following acute infectious diseases occurring after the coverage took effect: typhoid fever, paratyphoid fever, tetanus, diphtheria, scarlet fever, measles, epidemic cerebro-spinal meningitis, pneumonia, epidemic encephalitis, puerperal fevers, typhus exanthemata, viral hepatitis A, B and C, jaundiced leptospirosis, cholera, brucellosis, bacillary dysentery, salmonellosis, botulism, infectious mononucleosis, epidemic parotitis, rabies, whooping cough, rubella, generalised vaccinia, post-vaccinal encephalitis; also anaphylaxis occurring after the coverage took effect;
- accident occurring after the coverage took effect, except as indicated in the Exclusions, an accident is understood to be an event due to a fortuitous, sudden, violent and external cause resulting in objectively verifiable bodily injuries which lead to death.

During the waiting period, in the event of death, Generali Italia pays only the sum of the premiums paid net of the fees.

## Supplementary insurance “Tutela Salute”

### Exclusions

The following are excluded from “Tutela Salute” insurance:

- aorta surgery
- heart valve surgery
- coronary artery bypass surgery
- dialysis for renal failure
- transplantation of major organs

when such procedures are carried out as a consequence of congenital anomalies, consequences of accidents or disease that gave rise to symptoms, treatment, tests, diagnoses prior to the insurance taking effect or its possible reactivation.

In addition, the following exclusions apply in relation to individual diseases.

### Cancer

The following tumours are **excluded**:

- tumours presenting the characteristics of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as premalignant or non-invasive
- all skin cancers, including hyperkeratosis, basal cell carcinomas, squamous cell carcinomas and melanomas stage IA or lower in the TNM classification (maximum thickness  $\leq$  1.0 mm, without ulcerations) according to the new 2002 American Joint Committee of Cancer classification, without metastases
- non-life-threatening tumours, such as prostate cancers described histologically in the TNM classification as T1(a) or T1(b) but not T1(c) or of equivalent or lower stage in another classification, chronic lymphocytic leukaemia of stage less than RAI 1, stage 1 Hodgkin's disease.

### Aorta surgery

Surgeries as a result of traumatic lesions of the aorta are **excluded**.

### **Heart valve surgery**

Replacement of valve prosthesis is **excluded**.

### **Coronary artery bypass surgery**

Angioplasty, stent implantation or any other percutaneous or non-surgical procedure are **excluded**.

### **Stroke**

The following are **excluded** from the stroke cover:

- transient ischaemic attacks
- accidents that only lead to changes in memory or personality
- brain symptoms due to migraine
- brain injury secondary to trauma or hypoxia
- an ischaemic vascular disease affecting the eye or the optic nerve or the vestibular system.

### **Acute coronary syndrome**

The following are **excluded** from the cover:

- stable angina pectoris
- unstable angina
- drug-induced coronary syndrome
- Tako-Tsubo syndrome.

### **Renal failure**

Forms that do not require regular chronic dialysis are excluded.

### **Transplantation of major organs**

The transplantation of any other organs, parts of organs or any other tissue or cells is **excluded** from the cover.

### **Limitations**

If the insured person does not undergo a medical examination (in the same cases as those stipulated in the Limitations of the main insurance policy), the supplementary insurance is excluded for a **waiting period of 6 months** from the entry into force of the contract.

The waiting period does not apply and, therefore, supplementary insurance is still provided in the event that the onset of the serious disease is the direct and exclusive consequence of an accident that occurred after the coverage took effect. Accident means an event due to a fortuitous, sudden, violent and external cause that produces objectively verifiable bodily injuries, resulting in the onset of serious disease.

### **Supplementary insurance “Tutela Plus” (ACMA-IS )**

#### **Exclusions**

In addition to the exclusions provided for the main insurance, death is excluded if due to injuries caused by

- nuclear or chemical contamination, earthquakes, volcanic eruptions, floods;
- state of drunkenness, intoxication through the abuse of psychotropic drugs and the use of narcotic drugs or hallucinogenic substances or otherwise altered psycho-physical conditions.

Death is also excluded for:

- malaria, poisoning, infections not caused exclusively by the injuries suffered in the accident;
- the consequences of surgery and treatment not made necessary by the injuries suffered in the accident.

#### **Limitations**

Supplementary insurance does not apply if:

- the injuries affected the insured's physical or pathological conditions, whether pre-existing or new, or their development;
- death occurs one year after the day of injury.

### **Supplementary insurance "Tutela Family Care"**

#### **Exclusions**

The provisions of the main insurance and the supplementary insurance "Tutela Plus" shall apply, if compatible.

#### **Limitations**

The provisions of the supplementary insurance "Tutela Plus" apply.

## **WHAT ARE MY OBLIGATIONS? WHAT ARE THE COMPANY'S OBLIGATIONS?**

### **Article 10 Representations and health assessments**

The signing of the contract is subject to the prior statement of the insured's non-smoking or smoking status and the filling in of a **proposal questionnaire** by the insured, which may be

- **"Smart"**, consisting of a single question on health status, if **all the following conditions** are met:
  - the insured person is under 65 years and 6 months of age
  - the proposed insured capital, added to the insured capitals of any other death temporary policies previously taken out with Generali Italia by means of "Smart" questionnaire for the same insured, is less than or equal to EUR 100,000
  - the proposed insured capital, added to the insured capitals of any other death temporary policies previously taken out with Generali Italia without a medical examination for the same insured, is less than or equal to EUR 400,000
  - the term of the insurance is less than or equal to 10 years.
- **"Standard"**, consisting of questions on the insured's health status, lifestyle habits and any hazardous sporting and/or professional activities, if **one of the following cases** occurs:
  - the above-mentioned conditions for filling in the "Smart" questionnaire are not met
  - based on the answer given to the "Smart" questionnaire, Generali Italia requests to fill in the "Standard" questionnaire
  - the insured is asked to fill in the "Standard" questionnaire, in order to state the performance of hazardous sports and/or professional activities that expose him/her to specific risks, for the purposes of an assumption of risk by Generali Italia (which may increase the premium due, or leave it unchanged, possibly excluding the represented activity from the coverage).

The insured **shall** also undergo a **medical examination** if **one of the following cases** occurs:

- the insured is aged 65 years and 6 months or more; in this case, the insured, with a proposed insured capital exceeding EUR 100,000 and less than or equal to EUR 400,000 (taking into account the insured capitals of any other death temporary policies previously taken out with Generali Italia without a medical examination for the same insured), may request, in addition to the medical examination, further health assessments to be carried out in order to have access to a premium reduction
- the proposed insured capital, added to the insured capitals of any other death temporary policies previously taken out with Generali Italia without a medical examination for the same insured, exceeds EUR 400,000; in this case, the insured must undergo, in addition to the medical examination, further health assessments
- the insured, aged less than 65 years and 6 months and with a proposed insured capital exceeding EUR 100,000 and less than or equal to EUR 400,000 (taking into account the insured capitals of any other death temporary policies previously taken out with Generali Italia without a medical examination for the same insured), requests a medical examination and further health assessments in order to have access to a premium reduction.



In order for Generali Italia to accurately assess the risk, the statements made by the policyholder and the insured shall be **truthful, accurate and complete**.

In the event of any inaccurate statement or reticence concerning circumstances for which Generali Italia would not have given its consent to the conclusion of the contract, or would not have given its consent under the same conditions if it had known the true state of affairs, Generali Italia shall be entitled:

- a. in case of intent or gross negligence<sup>(4)</sup>:
  1. to cancel the contract within 3 months of the day on which it became aware of the inaccuracy of the statement or the reticence;
  2. to refuse any payment if the death occurs before the expiry of the above-mentioned period;
- b. when there is no intent or gross negligence<sup>(5)</sup>:
  1. to withdraw from contract within 3 months from the day on which it became aware of the inaccurate statement or the reticence;
  2. to reduce the benefits in proportion to the difference between the agreed premium and the premium that would have applied if the true state of affairs had been known, if death occurs before Generali Italia has known the true state of affairs or has declared its intention to withdraw from the contract.

**If the insured has represented that he/she is a non-smoker at the time of signing and starts or recommences smoking, even sporadically, the insured or the policyholder shall immediately notify Generali Italia in writing.**

**If the insured has represented to be a non-smoker at the time of signing**, in the event of death Generali Italia shall verify the effectively persisting insured's non-smoking status, which shall first allow Generali Italia all the investigations it deems necessary, releasing the doctors who examined and treated him or her from their professional secrecy. In the event of death following which Generali Italia finds the insured's status as a smoker without having been notified thereof, or in the event of death before Generali Italia, having been informed of the new smoking status, has declared its intention to withdraw from the contract, the benefit is reduced as in point b.2. above.

**If the insured begins practicing new hazardous sporting activities that were not represented when the insurance proposal was signed with the "Standard" questionnaire, the insured or the policyholder shall immediately notify Generali Italia in writing.** The latter informs the policyholder whether it intends to increase the premium due, or to leave it unchanged by possibly excluding the represented activity from coverage.

By filling in the "Smart" proposal questionnaire, no statement is required, either when signing the insurance proposal or subsequently, about the sporting activities practiced; therefore, the insurance is never operative in the event of death caused by the performance of hazardous sporting activities.

The policyholder shall not provide any notice in the event of changes in the insured's occupation that increase the risk assumed by Generali Italia, which may have occurred during the term of the contract, notwithstanding Article 1926 of the Italian Civil Code. In the event of death caused by the carrying out of an hazardous professional activity undertaken after the proposal was signed, the insurance is still effective, provided that the insured had filled in the "Standard" proposal questionnaire at the time of signing.

The inaccurate indication of the insured's age leads to the adjustment of premiums or benefits, i.e. their recalculation on the basis of the correct age, or to the possible termination of the contract.

The contract is subject to the insurance taxes in force in Italy, on the basis of the declaration of residence/domicile or registered office in Italy made by the policyholder upon signature.

The policyholder undertakes to notify Generali Italia within 30 days of any change of residence/domicile or of its registered office in another EU Member State. Failing this, the policyholder is liable for

(4) Article 1892 of the Italian Civil Code.

(5) Article 1893 of the Italian Civil Code.

any damage caused to Generali Italia, e.g. as a result of tax assessment by the country of new residence/domicile.

The insurance is effective if the insured has undergone a medical examination and any additional health checks requested by Generali Italia, except for the cases indicated in Article 9 (Limitations of the main insurance policy and the supplementary insurance policy “Tutela Salute”).

## **Article 11 Applications for payment to Generali Italia**

### **Documents required for payments in case of death**

**Applications for payment in case of the insured’s death** shall be sent in writing to Generali Italia<sup>(6)</sup> or to the Agency to which the contract is assigned, supported by the documents necessary to verify the payment obligation and to identify the beneficiaries:

- applicant's identity document and tax code (if not already presented or expired)
- death certificate or, if the beneficiaries are the heirs, self-certification of the insured's death signed by an heir<sup>(7)</sup>
- report by the treating doctor on the causes and circumstances of death and on the insured's health conditions and lifestyle<sup>(8)</sup> and further documentation that may be requested by Generali Italia if special investigation needs are required for the specific case, such as:
  - medical records of hospitalisations for a period compatible with the normal course of the pathology noted by the treating doctor
  - clinical examinations
  - report of the Health Emergency-Urgency Service (e.g. 118)
  - autopsy report if performed
  - if death is due to a cause other than disease: report of the competent authority that arrived at the event place and, in the case of criminal proceedings, a copy of the most significant documents
- statement in lieu of affidavit<sup>(9)</sup> from which it results:
  - whether or not the policyholder, when also insured, has left a will
  - that the published will is the last one, is valid and has not been challenged
  - the indication policyholder's legitimate and testamentary heirs, if the beneficiaries in the event of death are indicated generically
- certified copy of the record of registration of the holographic will or the deed of registration of the public will.

In addition, only for the supplementary insurance “Tutela Family Care” the following is also required:

- death certificate of the family member other than the insured or, if the beneficiaries are the heirs, self-certification of the death of the family member signed by an heir<sup>(10)</sup>
- self-certification of family status on the date of the event<sup>(11)</sup>
- documentation proving that the insured’s and the family member’s deaths were caused by the same accidental event, e.g.: report of the Health Emergency-Urgency Service (e.g. 118), autopsy report if performed, report of the competent authority that arrived at the event place and, in the event of criminal proceedings, copies of the most significant documents.

### **Documents required for payments in case of serious disease:**

**Applications for payment in case of the insured’s serious disease** shall be sent in writing to Generali Italia<sup>(12)</sup> or to the Agency to which the contract is assigned, supported by the documents necessary to verify the payment obligation:

- (6) The communication should be sent to Generali Italia S.p.A., Via Marocchesa 14, 31021 Mogliano Veneto (TV).
- (7) the self-certification must contain the authorisation for Generali Italia to carry out the appropriate checks with the Governmental Agencies.
- (8) You can use a form made available by Generali Italia.
- (9) Drafted in accordance with article 21, para. 2 of the Italian Presidential Decree 445/2000, i.e. with a signature authenticated by a public official.
- (10) See footnote 7.
- (11) See footnote 7.
- (12) See footnote 6.

- applicant's identity document and tax code (if not already presented or expired)
- a hospital discharge letter or certificate by a specialist stating the diagnosis of the disease, the onset date, the incidental or pathological origin and the appropriate clinical and instrumental information to classify the disease among those covered by the insurance.
- further documentation that may be requested by Generali Italia if particular investigative needs are required for the specific case, such as, for example:
  - a copy of the medical record of the hospitalisation during which the disease was diagnosed
  - clinical and/or instrumental examinations
  - report from the Health Emergency-Urgency Service (e.g. 118).

#### **For all payments.**

Generali Italia reserves the right not to accept documentation, even of a non-medical nature, submitted by the insured to support the request for payment, produced by doctors, health structures or authorities of a State in which Generali Italia is not authorised to conduct insurance business, either under the regime of establishment or free provision of services, and in which there is no Italian diplomatic-consular representation. This in order to receive documentation having legal value in Italy - in accordance with Italian legislation and European and international regulations in force at the time of reporting of death/serious disease - to guarantee the authenticity and validity of such deeds and documents, as well as the regularity of the authorisations and licences of the subjects/entities that issued/released them. In such cases, Generali Italia may not pay the benefit provided for in the terms and conditions of insurance.

Information on how to apply can be found at [www.generali.it](http://www.generali.it) and in the Agencies.

Generali Italia shall make the payment within 30 days of receipt of the complete documentation; after this period statutory interest shall be due.

## **WHEN AND HOW DO I PAY?**

### **Article 12 Premium payment plan**

“Scegli col cuore – Per chi ami” provides for a succession of **annual premiums of fixed amount in the main insurance** (→ article 2), the first at the conclusion of the contract and the subsequent ones at each annual recurrence (→ Definitions) preceding the expiry date of the insurance or the insured's death.

The premium is determined in relation to the amount of the insured capital, the term of contract (→ article 16), the non-smoking or smoking status, the age of the insured, his or her health status, the sporting and professional activities he or she engages in, and his or her lifestyle habits when a statement is required to that effect (→ article 10).

For **optional supplementary insurances** (→ articles 4, 5 and 6), the policyholder shall pay the relevant **annual premiums of fixed amount** (indicated in the policy) at the same time and in the same manner as the annual premiums for the main insurance.

The premium for the supplementary insurances “Tutela Plus” and “Tutela Family Care” is determined in relation to the amount of the relevant insured capital. The premium for the “Tutela Plus” supplementary insurance is lower for customers enrolled in the “Più Generali” programme<sup>(13)</sup> for the same insured capital.

The premium for the supplementary insurance “Tutela Salute” is determined in relation to the amount of the relevant insured capital, the age of the insured and the insurance term (→ article 16).

Premiums for supplementary insurances may not exceed a total of 50% of the annual premium, which is composed of both the part relevant to the main insurance and the part relevant to the supplementary insurances.

(13) See footnote 1.

Premiums may be paid as per the **instalment schedule** chosen by the policyholder (yearly, half-yearly or monthly), with the splitting surcharge provided for (→ article 20). The first annual premium, even if split into several instalments, **is due in full**.

The costs indicated in article 20 apply to the premiums.

The premium is inclusive of tax if the supplementary insurance “Tutela Plus” and/or “Tutela Family Care” is applicable.

### **Article 13 Means of premium payment**

The policyholder shall pay the premium in annual instalments to the relevant agency or to Generali Italia by one of the following means of payment:

- P.O.S. or other electronic means of payment available in the Customer Area (from the website [www.generali.it](http://www.generali.it) or the MyGenerali app) for premiums subsequent to the first, or via a special link sent by the intermediary
- postal payment slip in the name of Generali Italia or to the intermediary, expressly in that capacity, on a dedicated postal current account<sup>(14)</sup>
- non-transferable cashier's cheque payable to Generali Italia or to the intermediary, expressly in that capacity
- non-transferable bank or postal cheque<sup>(15)</sup> payable to Generali Italia or to the intermediary, expressly in that capacity
- bank transfer to a current account in the name of Generali Italia or to the intermediary's dedicated account<sup>(16)</sup>
- permanent debit authorisation on current account (Sepa Direct Debit), **compulsory in the case of half-yearly or monthly premium instalments**; in the event of a change in the contractual relationship on which the SDD procedure operates, the policyholder undertakes to notify Generali Italia immediately
- other methods offered by the banking or postal services.
- payment on the same date by Generali Italia of other policy(ies).

### **Premiums cannot be paid in cash.**

In all cases, receipt of the payment is issued. Evidence of the payments made is also provided in the Reporting Single Document for the reference period.

### **Article 14 Interruption of the premium payment plan: termination**

Failure to pay even a single premium instalment, within 30 days after the date set for its payment, results in the contract termination and **the premiums paid remain with Generali Italia**.

As a justification for failure to pay the premium, the policyholder may not, under any circumstances, plead that Generali Italia did not send him or her any due date notices or collect the premium at his or her home, even if this was the case for previous premiums.

### **Article 15 Resumption of the premium payment plan: reactivation**

In the event of interruption of premium payments, **the contract may be reactivated within one year after the** expiry of the first unpaid instalment.

Reactivation is only possible:

- after premiums in arrears have been paid
- at the express written request of the policyholder and written acceptance by Generali Italia, which may request new medical examinations and decide on their outcome.

(14) This is the separate account, provided for pursuant to article 117 “Separate accounting” of Italian Legislative Decree 209/2005 - Insurance Code, as well as pursuant to article 63 “Separate accounting obligation” of IVASS Regulation 40/2018, which the intermediary holds for the collection of insurance premiums.

(15) In relation to bank and/or postal cheques, in compliance with the principle of fairness and good faith, the intermediary is entitled to request payment of the premium also by another method among those provided for.

(16) See footnote 14.

The supplementary insurance “Tutela Salute” cannot be reactivated if, during the period of premium payments’ interruption, a serious disease arises among those covered.

The reactivation of the contract restores (with effect from midnight on the day on which payment of the amount due is made) the contractual values of the benefits as if the interruption of the premium payment plan had never occurred.

## WHEN DOES THE COVERAGE BEGIN AND WHEN DOES IT END?

### Article 16 Term

The contract term is chosen by the policyholder between a minimum of 2 and a maximum of 25 insurance years (→ Definitions). The age of the insured at maturity shall be, in any case, less than 80 years and 6 months.

The term of the optional supplementary insurances corresponds to the term of the contract, except in case of early termination as of the annual recurrence before the insured is 70 years and 6 months.

The W Benessere service is provided for a 2 years-term from the effective date indicated in the policy, renewable by tacit agreement for periods of equal duration, however not beyond the expiry of the contract. Generali Italia shall notify the policyholder of the termination of the service with at least 30 days' notice through the Customer Area of the website [www.generali.it](http://www.generali.it) or the MyGenerali App and/or by other means of communication envisaged by the legislation in force from time to time.

### Article 17 Execution and entry into force of the contract

#### Execution of the contract

The contract is executed when Generali Italia has issued the policy to the policyholder or has sent him or her written consent to the insurance proposal.

#### Entry into force

The contract comes into force, if the premium has been paid, at midnight on the effective date (→ Definitions) indicated in the policy, coinciding with or following the execution of the contract.

If the premium is paid after this date, the contract comes into force at midnight on the payment day.

In the event of payment by P.O.S. other electronic payment means, cheque or bank transfer, the premium shall be deemed to have been paid on the day on which it is actually credited to the current account in the name of Generali Italia or to the intermediary's dedicated account.

In case of payment by postal slip, the premium is deemed to have been paid on the date stamped by the post office.

In the event of payment by SEPA Direct Debit (SDD), premiums shall be deemed to have been paid, subject to successful debits, on the day indicated in the policy for the payment of both the first and subsequent premium instalments.

## HOW CAN I WITHDRAW FROM THE CONTRACT?

### Article 18 Withdrawal

The policyholder may withdraw **within 30 days** from the contract execution by sending a registered letter to Generali Italia<sup>(17)</sup> or to the Agency to which the contract is assigned.

From the date of receipt of the registered letter, the policyholder and Generali Italia are released from all contractual obligations. Generali Italia shall refund to the policyholder the premiums paid, minus:

- any taxes

(17) See footnote 6.

- part relating to the risk taken for the contractual term
- costs of issuing the contract, stated in the proposal and the policy.

Refund shall take place within 30 days of receipt of the withdrawal registered letter (→ Definitions), after the policyholder has delivered the original contract with any appendices.

## ARE REDEMPTIONS AND REDUCTIONS ENVISAGED? YES NO

### Article 19 Redemption and reduction

There are no redemption and reduction values.

If premium payments are interrupted, the contract may be reactivated (→ articles 14 and 15).

## WHAT COSTS DO I INCUR?

### Article 20 Costs

Fees for	
issuance	EUR 10
replacement <sup>(18)</sup>	EUR 10
acknowledgement of receipt (for premium instalments following the first)	EUR 3.50 EUR 0.50 (for SDD payment method)

Uploads		
Fixed amount	Not foreseen	
Percentage costs	15.0% (with a minimum of EUR 60)	For main insurance
	15.0%	For optional supplementary insurance "Tutela Salute"
	12.0%	For the optional supplementary insurance "Tutela Plus"
	18.0%	For the optional supplementary insurance "Tutela Family Care"

The percentage costs are applied to the premium net of issuance or acknowledgment of receipt fees.

Splitting surcharge	
Half-yearly and monthly	1.0%

If prior verification of the insured's health status is required by means of a medical examination, the cost thereof - equal to the fee charged by the doctor or facility to which the insured has applied - shall be borne by the policyholder.

(18) Replacement fees apply if the contract is concluded to replace of one or more life insurance contracts (→ article 25).

## OTHER PROVISIONS APPLICABLE TO THE CONTRACT

### Article 21 Beneficiary

The policyholder shall name the beneficiary; he or she may change the designation at any time by writing to Generali Italia<sup>(19)</sup> or to the Agency to which the contract is assigned, or by will.

The designation cannot be changed:

- after the policyholder and the beneficiary have declared in writing to Generali Italia, respectively, to waive the power of revocation and to accept the advantage
- after the death of the policyholder
- when, after the insured's death, the beneficiary has notified Generali Italia in writing that he or she wishes to avail him/herself of the advantage.

In such cases, any change affecting the rights of the beneficiary requires its written consent.

### Beneficiary's own right

The beneficiary acquires his or her own right to insurance benefits<sup>(20)</sup>; what is paid to him or her following the death of the insured does not form part of the heritable estate.

For the supplementary insurance “**Tutela Salute**” in case of serious disease, the **beneficiary is the insured**.

### Article 22 Assignment, pledge and encumbrance

The policyholder may assign the contract to others, pledge it and establish an encumbrance over the benefits, by submitting a self-certification of the fact of the insured being alive<sup>(21)</sup>, if different from the policyholder (and, in the case of an assignment, the assignee, i.e. the person benefiting from the assignment). These deeds are effective vis-à-vis Generali Italia only if noted on an appendix. Any assignment requires Generali Italia prior consent<sup>(22)</sup>

In the case of a pledge or encumbrance, any transaction that reduces the effectiveness of the aforementioned covers requires the written consent of the pledgee (the one benefiting from the pledge) or encumbrance-holder (the one benefiting from the encumbrance).

### Article 23 No attachment and seizure

Within the limits of the law<sup>(23)</sup> the sums owed by Generali Italia to the policyholder or beneficiary cannot be attached or seized.

### Article 24 Jurisdiction

For disputes related to the contract, the courts of the headquarters or place of residence or domicile of the policyholder or the beneficiary or their assignees (i.e. the person who acquires a right to which others were previously entitled) shall have exclusive jurisdiction.

For these disputes, court action is possible after attempting mediation by filing an application with a mediation body at the place of the court having territorial jurisdiction, as referred to in the preceding paragraph<sup>(24)</sup>.

Written requests for mediation against Generali Italia should be sent to:  
Generali Italia S.p.A.  
Via Marocchesa, 14, 31021 Mogliano Veneto (TV)  
general\_i\_mediazione@pec.generaligroup.com

(19) See footnote 6.

(20) Article 1920 of the Italian Civil Code.

(21) See footnote 7.

(22) Article 1406 of the Italian Civil Code.

(23) Article 1923 of the Italian Civil Code.

(24) Articles 4 and 5 of Italian Legislative Decree 28/2010, as amended by Italian Law 98/2013.



### **Article 25 Replacement**

The contract may be taken out to replace one or more death temporary insurance contracts previously taken out with Generali Italia, indicated in the policy, with a residual contractual term being not less than 6 months.

Following this operation, the replaced contracts shall have no further effect and the unearned portion of the premium relating to the covered and unexpired insurance period shall count towards the balance of the premium paid when the new contract is executed.

The restrictions set forth in article 9 are applied only with respect to any surplus of insured capital equal to the difference between the insured capital of the new contract and the total insured capital of the replaced contracts.

If the waiting period is still running on one or more of the replaced contracts, it continues to apply to the new contract for its remaining term and for the part of the insured capital that corresponds to that of the replaced contract.

### **Article 26 Clause on the ineffectiveness of the coverage for international sanctions**

Generali Italia is not obliged to provide insurance coverage and is not obliged to pay a benefit under this contract if providing insurance coverage or paying a benefit would expose the Generali Italia S.p.A. to sanctions, including financial or trade sanctions, prohibitions or restrictions arising from United Nations resolutions, laws or regulations of the European Union, the United States of America, the United Kingdom or Italy.

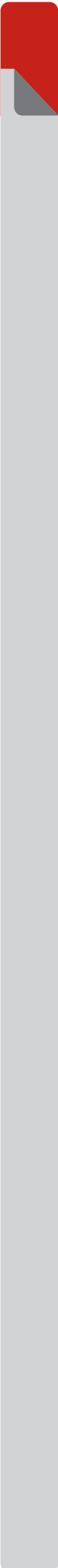
### **Article 27 Reference to legislation**

For all matters not otherwise regulated herein, the law applies.



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Generali Italia S.p.A. - Sede legale: Mogliano Veneto (TV), Via Marocchessa, 14, CAP 31021 - Tel. 041 5492111 - [www.generali.it](http://www.generali.it); email: [info.it@generali.com](mailto:info.it@generali.com); C.F. e iscr. nel Registro Imprese di Treviso - Belluno n. 00409920584 - Partita IVA 01333550323 - Capitale Sociale: Euro 1.618.628.450,00 i.v.. Pec: [generalitalia@pec.generaligroup.com](mailto:generalitalia@pec.generaligroup.com). Società iscritta all'Albo delle Imprese IVASS n. 1.00021, soggetta all'attività di direzione e coordinamento dell'Azionista unico Assicurazioni Generali S.p.A. ed appartenente al Gruppo Generali, iscritto al n. 026 dell'Albo dei gruppi assicurativi.