Generali Italia S.p.A.

ViviCondominio

Insurance contract for the protection against residential buildings risks

This Information Set consists of:

- **IPID - Insurance Product Information Document**
- **Additional IPID - Additional Insurance Product Information Document**
- **Terms and Conditions of Insurance, including definitions**

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 [National Insurance Companies Association].

Last updated: 07.02.2026

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

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Insurance to cover residential buildings risks

IPID - Insurance Product Information Document for non-life insurance products

Insurance Company: Generali Italia S.p.A.

Product: ViviCondominio

Generali Italia S.p.A., iscritta in Italia all'Albo delle Imprese IVASS al n. 1.00021, autorizzata con decreto del Ministero dell'Industria, del Commercio e dell'Artigianato n. 289 del 2/12/1927.

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

What kind of insurance is it?

This insurance is intended for Condominium and condominium owners, to cover risks related to Residential Buildings for direct damage from Fire and other specified events, damage to third parties, costs, Legal Protection charges and services, and ancillary Prevention and Assistance covers.

What is insured?

PREVENZIONE E ASSISTENZA

The following ancillary Services packages may be purchased together with the Covers in the In solidità section:

✓ **DAILY ASSISTANCE**: It provides for a series of Assistance Services linked to emergencies affecting the Common Parts of the Building specified in the Policy and, for hydraulic emergencies, also individual building units:
- Sending a glazier for emergency works
- Sending a locksmith for emergency works
- Sending an electrician for emergency works
- Sending a plumber for emergency works
- Emergency interventions for water damage

✓ **EXTRAORDINARY ASSISTANCE**: It provides a series of information and Services linked to emergencies depending on events affecting the individual building units of the Building specified in the Policy:
- Legal information
- Real estate tax information
- Bureaucratic information
- Plant safety information
- Sending a healthcare assistant to a dependent family member
- Sending a baby sitter/family caregiver to your home
- Sending a family helper
- Travel of a family member
- Moving
- Replacement accommodation costs
- Early return

The two packages may be purchased separately or together.

IN SOLIDITÀ

The insurance covers direct property damage caused to the insured Building by:

✓ Fire, explosion and burst;
✓ Implosion; Sonic wave;
✓ Collapse of bridges, overpasses, viaducts;
✓ Smoke, gas or vapours;
✓ Mechanical action of lightning;
✓ Falling aircraft and spacecraft;
✓ Impact from road vehicles or watercraft;
✓ Falling lifts and hoists.

Generali Italia also indemnifies:

✓ the cost of replacing the fuel spilled due to accidental breakage of the heating or air conditioning systems serving the insured Building;
✓ direct property damage to third-party installations and equipment, serving exclusively the insured Building, owned by companies providing telephone service or supplying gas, water or electricity;
✓ additional Expenses (e.g. demolition and clearing expenses, loss of rent and loss of use of the Building, expenses due to the lack of fitness-for-use of the Building, redesign costs, charges and costs for the reconstruction of the Building to be paid to Bodies and Authorities, higher expenses incurred for the repair or reconstruction of the Building according to nZEB (Nearly Zero Energy Building) construction characteristics.

Insurance cover is provided up to the Insured sum specified in the Policy.

The following optional Covers are available to extend and customise coverage:
- Collapse and structural collapse
- Extension to the windows of common parts
- Extension to the garden
- Falling trees and plants
- Extension for higher expenses for historical and artistic buildings

ATMOSPHERIC AND EXTRAORDINARY EVENTS
- Wind and rain, Hail and Snow overload
- Hail on fragile extension
- Snow overload extension
- Extension to anemometer-equipped sunshades
- Extension to open Buildings and canopies
- Breakdowns caused by thieves and theft of fixtures and fittings
- Socio-political events

CATASTROPHIC EVENTS
- Earthquake - Flood, Inundation - Flooding and Water Bombs

WATER AND ELECTRICAL SYSTEMS
- Piped water - Business interruption damage from water

What is NOT insured?

The exclusions are included in the Terms and Conditions of Insurance and are in bold.

PREVENZIONE E ASSISTENZA

Services are not due for events:

✗ **occurred during earthquakes, volcanic eruptions, floods, tidal waves or atmospheric phenomena having the characteristics of natural disasters;**
✗ **occurred during acts of war or terrorism, invasion, military occupation, insurrection, civil commotion, strikes or riots;**
✗ **occurred during explosions, the emission of heat or radiation resulting from the transmutation of the nucleus of the atom or the artificial acceleration of atomic particles;**
✗ **caused by the Insured's wilful misconduct or the intervention of public authorities.**

IN SOLIDITÀ

The following damages are always excluded:

✗ **resulting from Earthquakes, Volcanic Eruptions, Inundation**, except as provided for the Catastrophic events Covers, if purchased;
✗ **resulting from acts of war, invasion, military occupation, insurrection;**
✗ **resulting from nuclear explosion or from any form of contamination from radioactivity or ionising radiation caused by nuclear material;**
✗ **loss or misappropriation of insured items occurring during the events for which insurance cover is provided;**
✗ **caused by the Insured's wilful miscondut; if the Insurance is taken out by a Condominium, in the event of an individual condominium owner wilful misconduct, the share of the damage relating to such condominium owner shall not be indemnifiable;**
✗ **resulting from civil unrest, strikes, riots, acts of terrorism or organised sabotage,** except as provided for the Socio-political events Cover, if purchased;
✗ **electrical damages to electrical or electronic machines and systems, even if caused by lightning or other event for which insurance cover is provided,** except as provided for the Electrical System Covers, if purchased;

IN ACCORDO - PROTEZIONE PATRIMONIO

The following are not considered third parties:

✗ **the Insured's spouse or cohabiting partner, parents and children;**
✗ **the members of the Insured's Household as shown on his/her Family Status Certificate;**
✗ **the Condominium Administrator and the persons who are in the relationship with him/her under the points above when they suffer damage due to liability attributable to him/her;**
✗ **the persons who have an employment relationship with the Insured and suffer the damage in the performance of work or service pertaining to the maintenance and cleaning of the Building and its installations, and the running of the latter,** except as provided for the Liability towards service providers Cover;
✗ **companies and legal persons where the Insured or persons in the relationships with him/her, as referred to in the first two points of this list, are unlimited partners or directors, or over which they exercise control;**
✗ **the legal representative, the unlimited partner, the director and the persons who are in the relationship with them, as referred to in first two points of this list, and the parent companies, subsidiaries or affiliates and their directors, if the Insured is not a natural person;**

The following damages are always excluded:

✗ **caused in the exercise, by the Insured or by third parties, of industries, trades, arts or professions, or resulting from other activities, however remunerated, of the Insured, the tenants or condominium owners or their family members cohabiting partners;**
✗ **resulting from the possession or use of radioactive substances, or devices for accelerating atomic particles;**
✗ **resulting from dampness, dripping or unhealthy conditions of the premises;**
✗ **to things that the Insured has in consignment, custody or possession for any reason or use, or to things contained in basement or semi-basement rooms;**
✗ **resulting from the development of nuclear energy or radioactivity, or**

– Frost - Pipeline blockage and sewer backflow
- Damage to third-party property in basement/semi-basement rooms
– Water damage, gas blockage and leakage search and repair
– Extension of blockage elimination costs (canal jet)
– Extension of search and repair costs to underground pipes
– Reimbursement of higher costs in invoices for water leaks
– Electrical damage to common systems

SOLAR THERMAL AND PHOTOVOLTAIC SYSTEM
– Solar thermal and photovoltaic system: Fire, electrical phenomena and other damage
– Theft for solar thermal and photovoltaic system

DEDICATO A TE - SPECIAL FLAT
– Extension to the windows of individual building units
– Electrical damage to systems in individual building units
– Electrical damage to the contents of individual housing units
– Theft for individual housing units

DEDICATO A TE - SPECIAL ADMINISTRATOR
– Administrator's security case

IN ACCORDO - PROTEZIONE PATRIMONIO

✓ Third party civil liability Cover:
The insurance shall cover liability for death, personal injury and damage to property involuntarily caused to third parties, including tenants, as a result of an accidental event occurring in connection with the ownership of the Building specified in the Policy and its fixed installations, as well as the ownership and operation of the common parts.
The insurance covers damages caused by: Centralised radio and television aerials and dishes, and spaces adjacent to or pertaining to the Building; Extraordinary maintenance work affecting the Common Parts of the Building; Fire, smoke, Explosion and Burst; Interruption and suspension of activities or use of property; Accidental Pollution.
The cover extends to the personal and direct civil liability of the Building administrator for bodily injury and property damage included in the scope of the Cover not caused by the administrator's wilful act.

Insurance cover is provided up to the Coverage Limit specified in the Policy.

✓ Liability towards service providers Cover
Liability is insured in accordance with the statutory provisions on compulsory insurance against accidents at work and with the Italian Civil Code for accidents suffered by employees.

The following optional Covers are available to extend and customise coverage:

DEDICATO A TE - SPECIAL FLAT
– Liability for the tenancy of individual building units

DEDICATED TO YOU - SPECIAL ADMINISTRATOR
– Liability of the condominium administrator

IN ACCORDO - PROTEZIONE LEGALE

It provides for the reimbursement of the costs of legal and expert assistance for the defence and protection of the Insured's rights concerning the Building specified in the Policy in the event of:

✓ criminal proceedings for a negligent Crime or Misdemeanor (the Cover only applies if the Insured is acquitted by a Final Judgment and in the cases of dismissal of unfounded charges or if the crime is changed from a crime committed with Wilful miscounct to a negligent crime)
✓ criminal proceedings for a Crime committed with Wilful misconduct, including criminal proceedings for tax or public administration offences, if the Insured is acquitted by a final judgment or in the cases of dismissal of unfounded charges or if the crime is changed from a crime committed with wilful miscounct to a negligent crime
✓ tort damages suffered as a result of the wrongful act committed by a third party
✓ tort claims brought by third parties as a result of an alleged wrongful conduct of the Insured (**if the Claim is covered by Third-Party Liability insurance, and in addition to what is due under such insurance, after payment thereof**)
✓ Civil law disputes with a litigation value of more than EUR 500.00 relating to:
  – contractual disputes with suppliers for own or counterparty defaults
  – relating to the supply of goods or services
  – individual labour disputes with the Policyholder's employees;
  – disputes relating to the right of ownership and other in rem rights concerning the Building.
✓ opposition before the competent Authority against:
  – an administrative sanction of a pecuniary nature (**in cases of a sanction relating to the payment of a sum of money only, if the amount ordered, per single violation, is equal to or greater than EUR 1,000.00**) or otherwise, **to the exclusion of tax matters**
  – an administrative sanction for alleged non-compliance with obligations and fulfilments under privacy legislation

Insurance cover is provided up to the Coverage Limit specified in the specific Policy section.

✓ A telephone legal advice service is also provided in the matters subject to cover, to deal with legal disputes, set up communications with counterparties, and obtain clarifications on laws, decrees and regulations in force.

The following optional Covers are available to extend and customise coverage:
– Disputes with condominium owners and tenants
– Tax incentive package

from energy transformations or adjustments of the atom, whether natural or artificially induced;
✘ **resulting from the possession and use of explosive substances;**
✘ **directly or indirectly resulting from electromagnetic waves or fields, or asbestos or products containing asbestos;**
✘ **resulting from war, whether declared or not, civil war, mutiny, civil unrest, acts of terrorism, sabotage or similar events, as well as accidents caused by war devices;**
✘ **indemnifiable damages under the terms of the In solidità Covers;**
✘ **resulting from the ownership, circulation and use of motor vehicles, watercraft and aircraft;**
✘ **resulting from the interruption, impoverishment or deviation of springs and watercourses, alteration or impoverishment of aquifers, mineral deposits and, in general, anything in the subsoil which may be exploited;**
✘ **naturally resulting from prolonged, permanent or repeated conduct determined by the manner in which the Insured carries out his/her actions and activities; resulting from gradual pollution of water, air and soil;**
✘ **resulting from fines, penalties, sanctions in general,** except as provided for the Condominium administrator's liability Cover, if purchased;
✘ **suffered during work or services carried out on behalf of the Insured by persons in a relationship of dependence, even if only occasional,** except as provided for by the Liability towards service providers Cover;
✘ **resulting from water spillage or backflow from the sewer system, blockages and overflows of plants and downpipes,** except as provided for the Water spillage damage to third parties Cover, if purchased;
✘ **resulting from falling snow or ice not promptly removed from roofs,** except as provided for the Damage due to falling snow or ice Cover, if purchased;
✘ **relating to the operation of individual building units,** except as provided for the Liability for individual building units condition Cover, if purchased.
✘ **Cyber Exclusion:**

The In solidità Covers and the Protezione del patrimonio Covers do not cover losses, claims, sanctions, fines and penalties, costs or expenses of any kind, liabilities, material or non-material damages of any nature whatsoever, damages from interruption of operation, costs of research, recreation, collection or assembly of Data, directly or indirectly caused by, arising out of, connected with or attributable even in part to the following events:
– **"Cyber Act" and "Cyber Accident", including any action taken to control, prevent, terminate or otherwise remedy them.**
– **Loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Computer Data", including any amount pertaining to the value of such Data**

regardless of any other cause or event contributing to it simultaneously or in any other sequence.

IN ACCORDO - PROTEZIONE LEGALE

✘ **It does not include the costs for the payment of fines or penalties and tax charges other than the VAT shown on the invoices of the professionals appointed and the payment of the standard court fee.**

Insurance cover is always excluded for:
✘ **damage suffered due to ecological, atomic, radioactive disaster;**
✘ **events resulting from civil unrest, warlike events, acts of terrorism, strikes and lockouts;**
✘ **disputes and proceedings: resulting from the ownership or operation of motor vehicles, watercraft and aircraft in general; relating to buildings other than that specified in the Policy; relating to the purchase or renovation involving the substantial transformation of the property or to the demolition and construction of buildings from scratch;**
✘ **disputes with public social security institutions or bodies.**
✘ **disputes with Generali Italia and DAS;**
✘ **tax matters,** except for criminal proceedings for crime committed with wilful miscounct included in the Basic Cover and as provided for the optional Tax incentive package Cover, if purchased;
✘ **administrative matters,** except as provided for by the Basic Cover concerning opposition to administrative sanctions;
✘ **disputes between the Policyholder and condominium owners or tenants,** except as provided for the Optional Cover for Disputes with condominium owners and tenants, if purchased.

Are there limits of coverage?

The Covers provide for specific Indemnity limits, Deductibles, Uncovered Amounts and Exclusion Periods, contained in the Terms and Conditions of Insurance, marked in bold type, and summarised in the Policy.
– **Deductible shall mean the portion of the damage expressed as a fixed amount that remains payable by the Insured in the event of a Claim.**
– **Uncovered Amount shall mean the percentage of the damage that remains payable by the Insured in the event of a Claim.**
– **Exclusion Period shall mean the period of time, following the effective date of the Insurance and the payment of the relevant completion Premium, during which the Covers for which it is provided do not operate in whole or in part.**

There are limits for Prevention and Assistance ancillary Services, which are contained in the Terms and Conditions of Insurance marked in bold type.
The Additional IPID contains detailed information.

Where does the coverage apply?

√ The Services envisaged in the PREVENZIONE E ASSISTENZA packages apply to Italy, the Republic of San Marino and the Vatican City State; the Early Return Cover is valid for Insureds residing in Italy, the Republic of San Marino or the Vatican City State.
√ The IN SOLIDITÀ Covers apply to Italy, the Vatican City State and the Republic of San Marino.
√ The IN ACCORDO - PROTEZIONE PATRIMONIO Covers apply to risks relating to Buildings located in Italy, the Republic of San Marino and the Vatican City State.
√ The IN ACCORDO – PROTEZIONE LEGALE Covers apply to Claims occurring and to be subject to legal proceedings and enforcement:
  – in all European states, in case of criminal proceedings or tort claims;
  – in the European Union states, Switzerland, the Principality of Monaco, Liechtenstein, the Republic of San Marino and the Vatican City State, in the event of Civil law disputes of a contractual nature;
  – in Italy, the Republic of San Marino and the Vatican City State, in cases of opposition to administrative sanctions and for the Optional Covers for Disputes with condominium owners and tenants and Tax incentives package.
√ The telephone Legal advice insurance service operates for Claims made in Italy, in relation to Italian laws and regulations.

What are my obligations?

– When activating the Covers, the Policyholder or the Insured must **make true, exact and complete declarations on the risk to be insured and on any other current policies for the same risks** (policies taken out on its behalf by third parties for legal or contractual obligations and those ancillary to other services are excluded from this obligation) and, during the validity period of the Covers, must **notify Generali Italia of any change entailing an increase or decrease in the insured risk**.
– The Services envisaged in the PREVENZIONE E ASSISTENZA packages may only be activated after contacting the Organisational Structure by telephone.
– In the event of a Claim concerning the insured property, the Policyholder and the Insured must **do everything possible to prevent or limit the consequences of the damage, safeguard the saved items and preserve the traces and residues of the Claim, and comply with the obligations of reporting and punctual information to Generali Italia**.
– In the event of a Claim with damage to third parties, the Insured must immediately notify Generali Italia of any **document served on him/her/it through a Court Process Server and provide all the necessary deeds and documents, regularised in accordance with stamp and registration tax regulations**.
– In the event of a Claim affecting the Legal protection Covers, the Insured must:
  • **immediately report the incident by telephone** to the relevant numbers or by **e-mail**
  • **in the event of criminal proceedings, report the Claim at the time when the criminal proceedings begin or at the time when he/she becomes aware of his/her involvement in the criminal investigation**
  • **promptly provide DAS with copies of any additional deeds or documents received after the Claim report and any useful information for the management of its case**
– For the telephone legal advice service, the Insured must call the dedicated telephone numbers.

Failure to comply with even one of the above obligations may result in the total or partial loss of the Indemnity and cessation of the Covers.

When and how do I pay?

The annual Premium may be paid in a lump sum or in instalments. Instalments may be monthly (with SDD direct debit or credit card debit without any surcharge), quarterly (with a Premium surcharge of 3% on an annual basis) or half-yearly (with a Premium surcharge of 2.5% on an annual basis). In that case, instalments shall be paid on the agreed monthly/quarterly/half-yearly due dates.
The first Premium or the first instalment of Premium shall be paid to the Agency to which the Policy is assigned or to Generali Italia when the Policy is issued; subsequent Premiums or instalments of Premium following the first shall be paid in the same manner no later than the 30th day after the due date of the Premium or instalment of Premium.
The Premium includes taxes and shall be paid by bank or postal transfer to a current account in the name of Generali Italia or to a dedicated insurance account in the name of the intermediary, expressly in this capacity; non-transferable cheque (bank, postal or bankers draft) in the name of Generali Italia or the intermediary, expressly in this capacity; POS or, where available, other electronic payment systems (for payments made at the Agency or, for Premiums following the completion Premium, through the Customer Area of the www.generali.it website or through the MyGenerali App), by cash within the limit per contract provided for by the regulations in force (annual Premium EUR 750.00) or through any other methods offered by the banking and postal service enabled by the Generali Italia processes.
If the contract has been sold entirely by means of distance communication techniques, in case the Policyholder exercises their right of withdrawal, Generali Italia shall, within 30 days of receipt of the notice of withdrawal, refund the Premium paid, net of taxes.
In the event of withdrawal due to a Claim, and in the event of withdrawal from the Catastrophic events Covers by the Policyholder or by Generali Italia, within 15 days of the effective date of withdrawal, Generali Italia shall reimburse any Premium paid and not enjoyed, net of taxes.

When does the coverage begin and when does it end?

The cover takes effect at midnight on the effective date of the Insurance specified in the Policy, if the Premium or the first instalment of the Premium has been paid; otherwise, it takes effect at midnight on the day of payment. If the Policyholder fails to pay the Premium or subsequent Premium instalments, the insurance is suspended from midnight on the thirtieth day after the due date and resumes at midnight of the day of payment.
The term of the cover is specified in the Policy and, if tacit renewal is provided for, in the absence of cancellation, on expiration is it extended for a term of one year and so on. The Catastrophic events Covers always have a one-year term; therefore, the option of a multi-year term with Premium discount is not available for these Covers.
In general, the Covers operate for Claims occurring during the term of the Covers, until their expiry.
The *Liability of the condominium administrator* optional Cover, if purchased, shall apply to claims submitted for the first time to the Insured during the insurance period, if they relate to errors committed during this period.
The following Exclusion Period is provided:

– **10 days, for snow overload covers provided under the *Wind and rain, Hail and Snow overload and Solar thermal and photovoltaic system Covers: Fire, electrical phenomena and other damage*;**
– **15 days, for Catastrophic events Covers;**
– **90 days for In accordo – Tutela legale covers, in the event of Civil law disputes of a contractual nature.**

How can I cancel the policy?

All notices shall be made in writing to the Agency to which the Policy is assigned, or to Generali Italia, by registered letter or certified e-mail. In order to prevent the automatic extension of the Insurance, if any, the Policyholder or Generali Italia shall send the written notice of cancellation at least 30 days before the expiry date indicated in the Policy or the expiry of the year for which the Insurance has been extended. The notice applies to all activated Covers under expiry, unless notice of cancellation is given exclusively for the Catastrophic events Covers.
In case a coverage providing a term longer that five years is taken out, in the event of reduction in the Premium that is in any case envisaged, the Policyholder may exercise his/her right of withdrawal after five years, by sending a written notice of at least 30 days and with effect from the end of the year in which the withdrawal was exercised.
In the event that Generali Italia exercises its right to modify the terms and conditions of Insurance or the Premium at the time of renewal, even automatically, of the Insurance under expiry, if the Policyholder does not accept the new terms and conditions proposed through the payment of the Premium within 30 days from the expiry date, the Insurance shall cease at the originally agreed expiry date plus 30 days. For the Catastrophic events Covers, this option may be exercised at each annual expiry date, and if the Policyholder does not accept the new conditions, the Insurance shall continue for the other Covers.
In the cases, exhaustively identified, in which Generali Italia exercises, for the generality of the multi-year contracts of the same type, the right to unilaterally modify the current clauses and conditions before their expiry date, the Policyholder may withdraw from the Covers subject to amendment or from the whole Insurance.
Furthermore, the Policyholder or Generali Italia shall have the **right to withdraw for a Claim** even after each Claim and up to the sixtieth day from the payment or refusal of the indemnity, by sending the relevant communication within this term.
The Policyholder or Generali Italia may **withdraw from the Catastrophic events Covers at any time** with a 30-day notice.
If the contract has been sold entirely by means of distance communication techniques, the Policyholder may withdraw within 14 days of its signing.
In this case, he/she must send a written request to the Agency managing the contract or to Generali Italia by registered letter with acknowledgement of receipt or certified e-mail.

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Insurance to cover residential buildings risks

Additional Insurance Product Information Document for non-life insurance products (Non-life Additional IPID)

Product: ViviCondominio

last updated: 07.02.2026

The published Non-life Additional IPID is the latest available

Purpose

This document contains additional and complementary information to that contained in the insurance product information document for non-life insurance products (Non-life IPID), to help the potential Policyholder understand in more detail the characteristics of the product, with particular regard to the insurance cover, limitations, exclusions, costs as well as the company's financial situation.

The Policyholder must read the Terms and Conditions of Insurance before signing the contract.

Company

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 54 92 111; website: www.generali.it; e-mail address: info.it@generali.com; certified e-mail address: generaliitalia@pec.generaligroup.com - Company registered under number 1.00021 in the Register of Insurance Companies.

Shareholders' equity as at 31/12/2024 EUR 9.102.202.25 of which the economic result for the period EUR 1,165,471,690. The figures refer to the latest approved financial statements. Solvency ratio: 228% (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 Solvency and Financial Condition Report (SFCR) of the enterprise is available at https://www.generali.it/note-legali.

The contract is governed by Italian law.

Product

What is insured?

There is no additional information to that provided in the Non-life IPID.

What is NOT insured?

Excluded risks

– PREVENZIONE E ASSISTENZA - ASSISTENZA ORDINARIA: **Sending an electrician for emergency works on common parts**: short circuit due to false contacts, interruption of the electricity supply of the utility company, failure of the power supply cable of the utility company pertaining to the dwelling; **Sending a plumber for emergency works**: breakdowns/malfunctioning of mobile appliances; events due to faults in taps and mobile piping or negligence on the part of the Insured; interruption of the supply from the utility company or breakage of piping outside the Building; blockage of mobile plumbing pipes in sanitary facilities; sewer overflow, faults or malfunctioning of boilers and burners; **Water damage emergency works**: for flooding, infiltration from breakage, blockage or failure of fixed plumbing pipes: breakage and blockage of taps or mobile plumbing pipes, breakage of pipes outside the Building, the Insured's negligence, interruption of the supply from the utility company - for failure to drain the sewage from the sanitary installations of the insured premises caused by blockage of the fixed plumbing pipes: sewer backflow and blockage of the mobile plumbing pipes.

– IN SOLIDITÀ: **Additional expenses**: damages from delays in the restoration of premises, from delays in renting or occupying restored premises; fines, penalties, administrative sanctions. **Collapse and structural collapse**: damage due to errors in design, calculation, construction drawings, construction defect, material defect, overloading of load-bearing structures, substandard work, alterations to the Building after commissioning, ordinary and extraordinary maintenance, lack of/insufficient maintenance, Earthquake, tidal wave, Inundation, Floods, avalanches, deluges, volcanic eruptions, bradyseism, subsidence or landslide, hurricanes, whirlwinds or sea storms and other atmospheric events, oxidation, corrosion, rust, encrustation. **Extension to windows of common parts**: damage to external perimeter walls of the Building, damage during removal, repairs or work with workmen, chipping or scratching. **Extension to the garden**: plants affected by pathogens, infested by insects or other animals to such an extent that their static and biomechanical stability is impaired; shrubs and herbaceous essences, Earthquakes, Floods, Inundation, flooding and water bombs, or work not carried out in a workmanlike manner, damage to parts of the tree not resulting in its death or felling; depreciation of the entire garden, park or complex, costs of soil remediation. **Falling trees and plants**: damage caused by tree felling or pruning; by trees on which regular maintenance was not performed; by wind and things dragged by it; by trees and plants on condominium property affected by pathogens or infested by insects or other animals that impair their static and biomechanical stability. **Wind and rain, hail and snow overload**: damage caused by tidal waves, tides, coastal storms, sea water, floods and inundations, formation of streams, external accumulation of water, flooding, subsidence, landslips and landslides, frost, rime, drought, Lightning and atmospheric electricity, dripping, dampness, avalanches, deluges and related air movement, rupture, backflow, blockage of rainwater drainage systems; damage to Buildings in a state of disrepair, under construction or undergoing renovation, to canopies, tents, signs, solar/photovoltaic panels, open-air buildings, wooden, plastic or open buildings, verandas and roofs of balconies, terraces, pressurised sheds, tensile structures, marquees and their Contents, glass or crystal panes - due to snow overload on roofs: damage to tiles and waterproofing, breakage of windows, window and door frames, skylights, antennas and chimneys, if not damaged by the collapse of the Building, breakage/deformation damage to gutters. **Snow overload extension**: damage to tents, signs and similar items, wooden, plastic or open buildings, verandas and roofs of balconies, terraces. **Extension to open buildings and canopies**: damage to the property beneath them. **Breakdowns caused by thieves and theft of fixtures and fittings**: damage to Panes Socio-political events: damage caused by theft, by soiling, during confiscation, seizure, requisition of the Building by order of the Authorities, other than Fire, Explosion and Burst occurring during non-military occupation for more than 5 days. **Earthquake**: damage caused by Explosion, emanation of heat or radiation from transmutation of the nucleus of the atom, volcanic eruption, Inundation, Flood, even if as a result of Earthquake; failure/abnormal production or distribution of energy not connected to the direct effect of the Earthquake on the Building; theft, loss, robbery, looting, shortages; indirect damage and that not concerning the material Building, to pressurised sheds, marquees and tensile structures, buildings that do not comply with the technical standards on construction in seismic areas on the date of construction, buildings erected without the authorisations required by the regulations in force or declared uninhabitable at the time of activation of the Cover. Flood, Inundation: damage caused by coastal storm, tide, tidal wave, sea water, dampness, dripping, seepage, infiltration, failure or breakdown of automatic extinguishing systems, failure/abnormal production or distribution of energy not directly caused by the Inundation or Flood on the Building, by Flooding and Water Bombs, sewer overflow or backflow not directly related to the event, landslide, subsidence or landslip of the ground, to mobile outdoor entities, to buildings in floodplain areas. Flooding and Water Bombs: damage covered under the Flood, Inundation Cover; coastal storms, tide, tidal wave, sea water, injury caused to the Roof, walls or window and door frames by wind or hail, by water leakage from automatic extinguishing systems, frost, defrost, dampness, dripping, seepage, infiltration, including those resulting from the event subject to the Cover; damage by landslide, subsidence or landslip. **Damage to third-party property in basement amd semi-basement rooms, Water-related business interruption damage, Solar thermal and photovoltaic system: Fire, electrical phenomena and other damage; Third-party recourse; Third-party liability**: the exclusions provided for the PROTEZI-

ONE DEL PATRIMONIO section apply. **Pipeline blockage and sewer backflow**: damage due to blockage of the public sewer system or pipes and conduits for the collection and discharge of rainwater not caused by hail and snow. **Extension of blockage elimination costs (canal jet)**: Blockage in public drainage pipes. **Extension of search and repair costs to underground pipes**: costs due to rainwater infiltration, frost, blockage or sewer backflow, breakage of swimming pool loading and unloading systems or irrigation systems. Reimbursement of higher **costs in invoices for water leaks**: reductions in invoice amounts and reimbursements received from the water utility provider. **Electrical damage to common systems**: damage to electrical transformers and current generators, due to defects in materials and construction or due to wear and tear or tampering; to electricity and telephone systems owned by utilities providers; to systems exclusively serving individual building units; **Solar thermal and photovoltaic system: Fire, electrical phenomena and other damage - Atmospheric events**: damage from the overflowing of natural or artificial watercourses or reservoirs, coastal storm, sea water, formation of streams, external accumulation of water, drainage systems breakage or backflow, frost, snow overload, dampness, dripping, seepage, infiltration, landslide, subsidence or landslip - Snow overload damage from avalanches, deluges or frost - **Socio-political and malicious events**: damage occurring during confiscation, seizure, requisitioning of the insured property by order of the Authorities, lock-out or non-military occupation of the property on which the insured items is located for more than 5 consecutive days; damage due to soiling, acts of terrorism or contamination by biological or chemical substances - **Electrical phenomena and machine breakdowns**: damage caused by wear and tear, tampering, lack of maintenance, occurring during acts of war, insurrection, military occupation, invasion, Explosion, emanation of heat or radiation from transmutation of the nucleus of the atom; damage caused maliciously by the Policyholder, the Insured, their family members or cohabiting partners, the Directors or unlimited Shareholders, the Legal Representative; damage caused by Earthquakes, Inundation, Floods, tidal waves, volcanic eruptions, landslides, Flooding; indirect damage or damage that does not affect the material insured items; damage for which the builder, seller or lessor of the insured facilities is liable. **Theft for the solar thermal or photovoltaic system**: damage occurring during acts of war, insurrection, civil unrest, strikes, riots, acts of terrorism or sabotage, military occupation, invasion, if the claim is related to such events; damage caused maliciously by the Policyholder, the Insured or their family members or cohabiting partners; indirect damage. **Extension to windows of individual housing units**: damage to the external perimeter walls of the Building, glass of signs and shop windows, occurring in outbuildings and appurtenances, during removals, repairs and work with workmen, chipping or scratching damage. **Electrical damage to systems in individual building units**: damage due to deterioration or wear and tear, due to manufacturing or material defects or for which the manufacturer, supplier or seller of the insured items is liable, due to non-compliance with the manufacturer's or seller's instructions or due to improper operation of the installation, during assembly or disassembly not connected with maintenance or overhaul work, or during inspection or testing. **Electrical damage to the contents of individual housing units**: damage due to wear and tear, tampering, intrinsic defects or lack of maintenance, occurring during assembly and disassembly not related to maintenance or overhaul work or during testing or trial operations, due to defects known to the Insured or Policyholder at the time the contract was executedf or for which the manufacturer or supplier is liable. For electronic and special equipment: costs of intervention and replacement of electronic components for functionality checks and preventive maintenance; damage to electrical, electronic, electromechanical components or during use without external causes. **Theft for individual housing units**: damage occurring in the outbuildings and appurtenances, during acts of war, invasion, insurrection, military operations, civil unrest, strikes, riots, acts of terrorism or sabotage, Fire, Explosion, Implosion, Burst, radiation, radioactive contamination, Earthquakes, volcanic eruptions, Inundation; due to the wilful misconduct or negligence of the Policyholder, the Insured, the Household members, persons occupying the dwelling or connecting premises, or for whom the Policyholder or Insured is responsible, persons entrusted with the supervision of the insured property or the premises containing the same, the Insured's employees; indirect damage; theft of Jewellery and valuables and Securities; occurring when the dwelling is unoccupied for more than 180 days.

– IN ACCORDO – PROTEZIONE PATRIMONIO: **Extraordinary maintenance work**: damage to property in the event of renovation or work on the load-bearing structures of the Building, from extension work, superelevation, demolition; to the property on which the work is carried out; occurring after the work has been completed; from the use of machinery or plant conducted or operated by a person under 16 years of age or not in possession of the requirements for qualification; from the possession or use of explosives. **Water spillage damage to third parties**: damage due to frost, interruption or suspension - total or partial - of the use of property, industrial, commercial, agricultural, service and professional activities; to property in basement and semi-basement rooms. **Personal and direct liability of the doorman or attendants**: damage to property transported, towed or lifted and to loading or unloading, or parked means of transport in the course of the performance of such operations; for which the employee shall be liable for liability assumed voluntarily. **Liability for the tenancy of individual building units**: damage to the spouse, cohabiting partner, parents, children of the tenant, the members of the tenant's household; to the part of the Building held by the tenant that caused the damage; caused by water spillage as a result of frost damage, Blockage of pipes and conduits, sewer backflow or overflow, failure or abnormal operation of installations without breakage of the same or of a part thereof, dampness, dripping. **Liability of the condominium administrator**: penalties or fines of a non-fiscal nature to the Condominium or individual condominium owners for the administrator's errors; damages from loss, destruction; to bearer securities or money; for claims from non-enjoyment/non-conformity of premises; from omissions or delays in taking out/changing insurance policies and paying premiums; for liabilities assumed by the administrator voluntarily.

– IN ACCORDO – PROTEZIONE LEGALE: expenses, including budgeted, that have not been agreed with DAS; expenses for the handling of a dispute prior to legal action for assignments given by the Insured to professionals other than those authorised by DAS; lawyers expenses for activities that were not actually carried out and detailed in the bill; travel and accomodation expenses due to the lawyer or the expert who has to travel away from his/her professional domicile in order to carry out the assignment received; fees for the intervention of further lawyers within the same proceedings instance; if the appointment of a service-agent lawyer is necessary to handle the case, DAS shall bear or reimburse up to a maximum of EUR 3,000.00, excluding any duplication of fees; expenses payable by other debtors that are charged to the Insured in accordance with the joint and several liability principle; expenses reimbursed by the opposing party (if DAS has advanced such expenses, the Insured must return them within 60 days of receiving the reimbursement); additional expenses to those of the lawyer appointed to handle the dispute if such dispute ends in a Settlement not agreed with DAS; expenses for the enforcement of an enforceable title after the second attempt; expenses other than legal, expert and trial expenses (e.g., charges for obtaining documents for the forced sale application, expenses of the notary public appointed for the sale; expenses for attachment activities).

Are there limitations of coverage?

– PREVENZIONE E ASSISTENZA:

Services that do not concern requests for information to the Organisational Structure: 3 times per insurance year.

DAILY ASSISTANCE: EUR 300.00 per Claim for callout and labour costs.

EXTRAORDINARY ASSISTANCE: Sending a healthcare assistant to a dependent family member: EUR 200.00 per Claim for a maximum of 10 hours; **Sending a baby sitter/family caregiver to your home** EUR 200.00 per Claim for a maximum of 10 hours; **Sending a family helper**: EUR 200.00 per Claim for a maximum of 5 services of 2 hours each; **Travel of a family member**: EUR 300.00 per Claim; **Replacement accommodation costs** EUR 100.00 per day per person, for a maximum of 15 days - limit per household EUR 2,500.00; **Early return**: EUR 300.00 per Claim per person for the ticket from Italy/ EUR 500.00 for the ticket from abroad; Moving: EUR 1,000.00 once and per insurance year.

– IN SOLIDITÀ - Additional Expenses:

Loss of rent: for 12 months and up to 1/15th of the sum pertaining to the individual building units in relation to the insured value for the Building; **Expenses due to lack of fitness-for-use of the Building**: 5% of the Indemnity payable for a maximum of EUR 5,000.00; **Redesign costs**: 5% of the Indemnity payable for a maximum of EUR 10,000.00; **Charges and costs to Bodies and Authorities** 5% of the Indemnity payable for a maximum of EUR 10,000.00; **Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics**: 20% of the Indemnity payable; Demolition and clearing Indemnity limit specified in the Policy, with a sublimit, for toxic and hazardous waste, of 5%.

– IN SOLIDITÀ - Optional Covers:

Collapse and structural collapse: 10% Uncovered Amount - Indemnity limit 50%, 40% or 30% of the Insured sum for the Building depending on its age

(up to 10 years, over 10 years, up to 30 years, over 30 years); **Extension to windows of common parts**: Deductible, if any, and Indemnity limit specified in the Policy; **Extension to the garden**: EUR 250.00 Deductible - Indemnity limit per Claim and insurance year EUR 10,000.00 for tree damage and replanting costs - EUR 2,000.00 for additional costs of clearing away debris; **Falling trees and plants**: 10% Uncovered Amount - minimum EUR 300.00 - Indemnity limit per Claim and insurance year 20% of the Insured sum for the Building for a maximum of EUR 50,000.00 for damage to the Building and EUR 10,000.00 for additional expenses for residual clearing; **Extension for higher expenses for historical and artistic buildings**: Coverage Limit per Claim and insurance year specified in the Policy; **Wind and rain, Hail and Snow overload**: Indemnity limit per Claim specified in the Policy, with a limit per Claim and insurance year equal to EUR 20,000.00 for damage to the Thermal cladding - EUR 30,000.00 for damage to external installations, and 10% of the Insured sum specified in the Policy for damage to the Building curtain walling - 10% Uncovered Amount - minimum specified in the Policy, if applicable - for Demolition and clearing expenses 10% of the Indemnity payable for a maximum of EUR 100,000.00, reduced to EUR 20,000.00 for expenses related to toxic and hazardous waste - for higher expenses for the repair or reconstruction of the Building according to nZEB (Nearly Zero Energy Building) construction characteristics, limit of 20% of the Indemnity payable; **Hail on fragile extension**: Uncovered Amount under Wind and rain, Hail and Snow overload Cover for Hail - Indemnity limit specified in the Policy; **Snow overload extension**: Deductible EUR 500.00 and Indemnity limit per Claim EUR 5,000.00; **Extension to anemometer-equipped sunshades**: 10% Uncovered Amount - minimum EUR 500.00 and Indemnity limit per Claim EUR 3,000.00 - Indemnity limit per insurance year specified in the Policy; Extension to open buildings and canopies: Deductible EUR 500.00 and Indemnity limit per Claim EUR 20,000.00; **Breakdowns caused by thieves and theft of fixtures and fittings**: Indemnity limits per Claim and insurance year specified in the policy; *Socio-political events*: 10% Uncovered Amount with the minimum, if any, specified in the Policy - Indemnity limit per Claim specified in the Policy - sublimit for damage to the Thermal cladding EUR 20,000.00 per Claim and insurance year; Earthquake: Deductible specified in the Policy (doubled if the Building is declared as non-compliant Building Construction Type, if less dangerous) - Indemnity limit per Claim specified in the Policy; Flood, Inundation: 10% Uncovered Amount - minimum Uncovered Amount and Indemnity limit per Claim specified in the Policy; **Flooding and Water Bombs**: 10% Uncovered Amount with the minimum specified in the Policy - Indemnity limit per insurance year specified in the Policy (reduced to 50% for damage to basement and semi-basement rooms); **Additional expenses in the event of Catastrophic events**: for Demolition and clearing expenses, cover shall be provided only if the proportional rule does not apply, and with a limit of EUR 10,000.00 if the indemnifiable loss is < than EUR 100,000.00/10% of the indemnifiable loss, for a maximum of EUR 50,000.00 if the indemnifiable damage is > than EUR 100,000.00; for the higher expenses incurred for the repair or reconstruction of the Building according to nZEB (Nearly Zero Energy Building) construction characteristics, Indemnity limit equal to 20% of the Indemnity payable; **Piped water**: Deductible specified in the Policy; **Damage to third-party property in basement/semi-basement rooms**: 10% Uncovered Amount for a minimum of EUR 500.00 - indemnity limit EUR 100,000.00 per Claim and insurance year (motor vehicle third-party liability Coverage Limit). **Business interruption damage from water**: 10% Uncovered Amount for a minimum of EUR 250.00 - Indemnity limit EUR 50,000.00 per Claim and insurance year; **Frost and Pipeline blockage and sewer backflow**: Deductible (if any) specified in the Policy - Indemnity limit EUR 3,000.00 per Claim and limit specified in the Policy per insurance year - EUR 3,000.00 for damage due to obstruction of rainwater collection/discharge pipes caused by hail or snow; **Water damage, gas blockage and leakage search and repair**: Deductible (if any) specified in the Policy - for gas leakage 20% Uncovered Amount - minimum equal to the Deductible in the event of non-intervention by the utility provider - Indemnity limit per Claim and insurance year specified in the Policy with a limit for gas leakage of EUR 1,200.00 per Claim and EUR 3,500.00 per insurance year; **Extension of blockage elimination costs (canal jet)**: Deductible EUR 200.00 - Indemnity limits per Claim and insurance year specified in the Policy; **Extension of search and repair costs to underground pipes**: Deductible specified in the Policy - Indemnity limit EUR 2,500.00 per Claim - per insurance year specified in the Policy; **Reimbursement of higher costs in invoices for water leaks**: Deductible specified in the Policy - limit per Claim and limit per insurance year specified in the Policy. **Extension to paving expenses no longer available**: Limit per Claim and limit per insurance year specified in the Policy; **Electrical damage to common systems**: Deductible (if any) specified in the Policy - for charging stations Uncovered Amount per Claim 20% for a minimum of EUR 300.00 and Indemnity limit of EUR 3,000.00 per Claim and EUR 10,000.00 per insurance year; **Solar thermal and photovoltaic system: Fire, electrical phenomena and other damage - Atmospheric events**: Uncovered Amount for integrated system 10% minimum EUR 250.00/for non-integrated system 20% minimum EUR 750.00 or EUR 1,000.00 if the Insured sum is < or > than EUR 10,000.00 respectively; Hail: Uncovered Amount per Claim 10% minimum EUR 750.00 if the Insured sum is < than EUR 10,000.00 euro/10% minimum EUR 1,000.00 if the Insured sum is > then EUR 10,000.00. - Indemnity limit 40% of the Insured sum for the System - **Snow overload**: 10% Uncovered Amount minimum EUR 250.00 - Indemnity limit 50% of the Insured sum for the System - **Socio-political and malicious events**: 10% Uncovered Amount minimum EUR 250.00; **Third-party recourse** Indemnity limit third-party liability Coverage Limit of 3,000,000.00 euro - **Electrical phenomena and machine breakdowns**: 10% Uncovered Amount minimum EUR 100.00 - Indemnity limit 15% of the Insured sum for the System; - **Third-party liability**: Indemnity limit equal to third-party liability Coverage Limit maximum or EUR 1,500,000.00, whichever is lower - for damage to property limit 20% for interruption and suspension of activities; Additional expenses for Demolition and clearing: also in excess of the sum insured for Solar thermal and/or photovoltaic systems, up to a limit of 10% of the Indemnity payable for damage to the systems; **Theft for Solar thermal and photovoltaic system**: 20% Uncovered Amount for Theft inside the Building 20% in the absence of burglary or break-in - 10% minimum EUR 1,000.00 for Theft inside the Building - Indemnity limit 50% of the Insured sum for the System; **Fire of the Contents of individual housing units**: Indemnity limit specified in the Policy with a limit of 10% of the same for the appurtenances (increased to 20% if similar cover applies to the individual housing unit); **Extension to the windows of individual building units**: Deductible EUR 100.00 - Indemnity limit EUR 1,000.00 per individual building unit per insurance year / EUR 15,000.00 for all building units per insurance year; **Electrical damage to systems in individual building units**: Deductible EUR 200.00 (it does not apply if similar cover applies to the individual housing unit) - Indemnity limit EUR 1,000.00 per Claim per building unit/limit per insurance year for all the building units specified in the Policy; **Electrical damage to the Contents of individual housing units**: Deductible EUR 200.00 (it does not apply if similar cover applies to the individual housing unit) - Indemnity limit EUR 1,000.00 per housing unit per insurance year/limit per insurance year for all housing units specified in the Policy; **Theft for individual housing units**: in the event of theft with the use of picklocks or similar tools, for which there is no proven break-in of the means of protection and locking of the premises: 20% Uncovered Amount, reduced to 10% if similar cover is provided for a single housing unit - Indemnity limit EUR 2,000.00 per Claim per housing unit and EUR 10,000.00 per Claim and insurance year; Administrator's security case: 10% Uncovered Amount - Indemnity limit EUR 1,500.00 per Claim and EUR 10,000.00 per insurance year.

– IN ACCORDO – PROTEZIONE PATRIMONIO: **Third-party liability**: Deductible (if any) specified in the Policy; **Extraordinary maintenance work**: for Bodily harm, excluding grievous and very grievous injuries - for damage to property 10% Uncovered Amount minimum EUR 500.00 - Indemnity limit 50% of the Coverage Limit with a limit of EUR 300,000.00; **Fire damage to third parties**: within the Coverage Limit with a limit of EUR 3,000,000.00; **Business interruption damage**: 10% Uncovered Amount minimum EUR 500.00 - Indemnity limit 20% of the Coverage Limit; **Accidental pollution damage**: 10% Uncovered Amount minimum EUR 2,500.00 - Indemnity limit EUR 250,000.00 per Claim and insurance year; **Liability towards employees**: for non-INAIL insured persons Indemnity due only in the event of Permanent Invalidity greater than 5%; **Claim impacting both Third-party liability and Liability towards service providers Covers**: Aggregate Coverage Limit specified in the Policy; **Water spillage damage to third parties**: Deductible (if any) specified in the Policy; **Damage due to falling snow or ice**: 10% minimum Uncovered Amount EUR 500.00 - Indemnity limit EUR 100,000.00 per claim; **Personal and direct liability of the doorman or attendants**: for damage to property Uncovered Amount 10% minimum EUR 200.00 and maximum EUR 3,000.00; **Liability for the tenancy of individual building units - Extraordinary maintenance works**: damage to the Building Deductible EUR 200.00 - Indemnity limit EUR 100,000.00 per claim and insurance year - **Water spillage damage to third-party property in basement/semi- basement rooms**: 10% Uncovered Amount with a minimum of EUR 500.00 - Indemnity limit EUR 100,000.00 per Claim and insurance year (excluding motor vehicles, for which the entire Coverage Limit shall apply) - **Business interruption damage resulting from water spillage**: 10% Uncovered Amount with a minimum of EUR 250.00 - Indemnity limit EUR 50,000.00 per claim and insurance year; **Liability of the condominium administrator**: 10% Uncovered Amount minimum EUR 200.00 - Indemnity limit EUR 50,000.00 per insurance year with a limit of 1/3 for tax sanctions, penalties and fines.

– IN ACCORDO – PROTEZIONE LEGALE: **Disputes with condominium owners and tenants**: 3 Claims per insurance year.

Who is this product aimed at?

ViviCondominio is aimed as an elective target group at Condominiums and condominium owners of residential Buildings. The product is aimed at the customer who has expressed the Protection of property needs (IN SOLIDITÀ section), Protection of assets needs (IN ACCORDO – Protezione patrimonio e Protezione legale, and Third-party liability Covers of the IN SOLIDITÀ section) and Assistance and aid (PREVENZIONE E ASSISTENZA section).

What costs do I incur?

The product provides for average brokerage costs of 22.80% of the taxable Premium paid by the Policyholder.

HOW CAN I LODGE COMPLAINTS AND RESOLVE DISPUTES?

To the Insurance Company	Complaints may be lodged in the following ways: – By letter sent to Generali Italia S.p.A. - Customer Advocacy and Protection - Via Leonida Bissolati, 23 - 00187 Rome; – Via the Insurance Company's website www.generali.it, in the Complaints section; – By e-mail to: reclami.it@generali.com. The corporate function in charge of handling complaints is Customer Advocacy and Protection. 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.
To IVASS	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 e-mail: ivass@pec.ivass.it. The form that shall be used to submit a complaint to IVASS can be found at www.ivass.it under the section "For Consumers - Complaints".
BEFORE RESORTING TO THE JUDICIAL AUTHORITIES, alternative dispute resolution systems can be used such as:	
Insurance Arbitrator	Recourse to the Insurance Ombudsman, as required by law, is mandatory and, as an alternative to Mediation, constitutes a precondition for admissibility to any court proceedings. The application must be submitted via the portal available on its website (www.arbitroassicurativo.org), where you may consult the eligibility requirements, other information concerning the lodging of the application and any other useful information.
Mediation	It is mandatory to use mediation provided for by law as a procedural condition for disputes on insurance contracts. The application must be sent to the certified e-mail address generali_mediazione@pec.generaligroup.com or at the registered office of Generali Italia. It is possible to contact a Mediation Body from among those on the Ministry of Justice's list, which can be consulted at www.giustizia.it (Law 9/8/2013, no. 98).
Assisted negotiation	Assisted negotiation may be exercised by request of one's lawyer to Generali Italia.
Other alternative dispute resolution systems	It is possible to activate: – contractual appraisal for disputes relating to the determination and estimation of damages for IN SOLIDITÀ Covers. The Parties shall each appoint an expert and the agreement shall be binding on them. The application must be submitted to the certified e-mail address generaliitalia@pec.generaligroup.com or by registered mail to the registered office of Generali Italia; – arbitration in the event of a conflict of interest or disagreement over the administration of benefits for the In accordo – Protezione legale section, the Parties shall refer the matter to an arbitrator. The application must be submitted to the certified e-mail address servizio.clienti@pec.das.it or by registered mail to D.A.S. Difesa Automobilistica Sinistri S.p.A. Via Enrico Fermi 9/B - 37135 Verona; – FIN-NET procedure for the resolution of cross-border disputes. It is possible to file a complaint with IVASS or to activate the FIN-NET network by contacting the entity that manages it in the country where the insurance company is based (which can be found on the European Commission's website: Financial dispute resolution network: FIN-NET - European Commission o https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-netw ork-fin-net_en.

TAX TREATMENT

Tax law provisions applicable to the contract	The tax due on taxable Premiums is: 10% for **Assistenza Covers**; 21.5% for **In accordo - Protezione legale Covers** and 22.25% (of which 1% anti-racket - anti-usury surcharge) for **other Covers subject to the tax**. For Catastrophic events Covers on residential building units, the insurance tax is not due and, on the Premium paid, the Policyholder may benefit from the tax deduction from income tax provided for by current legislation.

What is the oncological right to be forgotten?

Oncological right to be forgotten	If the **customer** has **previously suffered from an oncological disease** - the active treatment of which has been completed, in the absence of relapses, for more than ten years, in accordance with Law No. 193 of 7 December 2023 and its implementing decrees - **they are not obliged to** provide information or undergo any type of investigation (e.g. medical examination) concerning that previous disease. **The time limit is reduced from ten to five years** if the disease arose before the age of 21. For **oncological pathologies envisaged by Law no. 193 of 7 December 2023 and its implementing decrees, shorter deadlines** are envisaged, **as indicated in the Table**, which can be accessed on the company's website at the following link Provisions for the prevention of discrimination and the protection of the rights of persons who have suffered from oncological illnesses | Generali
Certification of fulfilment of requirements for oncological right to be forgotten	A customer who, prior to the conclusion or renewal of the insurance contract, has provided information on their health condition, concerning oncological pathologies from which they have previously suffered and whose active treatment has been completed, without any relapse, shall promptly send the insurance company or intermediary the certification issued to them, in accordance with the provisions of Law No. 193 of 2023 and subsequent implementing decrees.
Effects of oncological right to be forgotten on companies	If the period envisaged for the existence of the oncological right to be forgotten has elapsed, any information already acquired may not be used to change the terms of the contract, to assess the risk of the settlement, or for the solvency of the customer. Companies shall definitively erase the data on previous oncological pathology within 30 days of receipt of the certification, at no cost to the customer. Contractual clauses in breach of Article 2 paragraphs 1 to 5 of Law No. 193 of 7 December 2023 are null and void, without prejudice to the effectiveness and validity of the contract. Nullity operates only for the benefit of the policyholder or the insured and may be raised ex officio at any stage and level of the proceedings.

FOR THIS CONTRACT, THE COMPANY HAS A PRIVATE INTERNET AREA FOR THE POLICYHOLDER ("HOME INSURANCE"), SO AFTER SIGNING THE CONTRACT YOU CAN CONSULT THIS AREA AND USE IT TO MANAGE THE CONTRACT ONLINE WITH THE FOLLOWING FUNCTIONS: CHECK ACTIVE CONTRACTS AND PURCHASED COVERS; VIEW CONTRACT DOCUMENTATION; PAY POLICY PREMIUMS AFTER THE COMPLETION PREMIUM; CONSULT AND UPDATE PERSONAL DATA AND PRIVACY CONSENTS; REPORT A CLAIM.

Structure

The "ViviCondomìnio" insurance contract includes the Policy and these Terms and Conditions of Insurance. The pre-contractual documentation for the “ViviCondomìnio” contract consists of the IPID and the Additional IPID.

The structure of these Terms and Conditions of Insurance is as follows:

– Definitions;

– Specific Terms and Conditions of the Covers;

– General Terms and Conditions governing the contract;

– Provisions applicable in case of a claim

The Specific Terms and Conditions are in turn broken down as follows:

– Prevenzione e Assistenza

– In solidità:

  • Stabile start

  • Atmospheric and extraordinary events

  • Catastrophic events

  • Water and electrical systems

  • Solar thermal and photovoltaic system

  Dedicato a te - Special flat

  Dedicato a te - Special administrator

– In accordo:

  • Protezione patrimonio

  Dedicato a te - Special flat

  Dedicato a te - Special administrator

  • Protezione legale

The Covers are effective if they are stated in the Policy and if the relevant Premium has been paid.

In addition to the General Terms and Conditions governing the contract, the General Terms and Conditions of Insurance comprising the contract only contain the Specific Terms and Conditions governing the Covers actually purchased and the relevant Rules operating in the event of a claim.

DEFINITIONS

The following terms are given the meanings specified herein:

COMMON DEFINITIONS

Act of terrorism	Any action intentionally carried out or threatened by one or more persons who are expressions of organised groups with the aim of intimidating, conditioning or destabilising a state, population or part of it.
Building	The entire building construction, in good static and maintenance condition, identified in the contract, with the Building Type and Construction Type specified in the Policy. This includes: – Fixtures and fittings; – foundation or underground works; – outbuildings and/or appurtenances such as heating plant, gardens, walls, fences and similar items, swimming pools, tennis courts and other sports and playground equipment for condominium use only but excluding parks and trees; – private roads and external paving; – electrical and electronic, water and air conditioning fixed systems; – lifts and hoists; – intercom and video intercom systems serving the Building; – centralised antennas and satellite dishes; – glass panes constituting and/or serving as external perimeter walls; – cisterns and tanks for the storage of fuel serving the Building; – statues, frescos and decorations that have no artistic value; – charging stations (owned or loaned by the condominium owners) for charging electric vehicles; – other systems or installations considered immovable by nature or purpose such as, for example, Thermal cladding, gates, including electric gates, and sunshades. Also included are other building constructions with warehouse (C/2) or garage (C/6) cadastral categories, built on spaces not adjacent to the Building if located at a distance of no more than 500 metres, and used exclusively as an appurtenance to building units of the Building itself.
Building Construction Type	It is specified in the Policy and identifies the construction characteristics of the Building in relation to the material of which its load-bearing Structures are made (perimeter and retaining walls, pillars, beams, floors, foundations, etc., intended to support and discharge on the ground on which they rest the weight of the Building and the loads due to its contents). The Construction types, provided for and also described in the Policy, are as follows. – **Steel** (see Definition) – **Reinforced concrete** (see Definition) – **Masonry** (see Definition) – **Green Building** (see Definition) – **Wood** (see Definition)

Building type	– **Condominium** • **At least 51% residential**: the Building is used for at least 51% of the total surface area of all floors for civil dwellings, offices, professional offices • **Less than 51% residential**: the Building is used for less than 51% of the total surface area of all floors for civil dwellings, offices, professional offices; • **Presence/Absence of department stores, supermarkets, garages and service stations and hotels or parts of hotels**; • **Presence/Absence of cinemas, theatres, discotheques, night clubs, commercial deposits of flammables** – **100% private garages** – **Building under construction/renovation** – **Empty and unoccupied buildings**
Building unit	Units intended for residential use or for offices, professional offices, commercial/craft activities.
Burst	Sudden rupture of containers due to excess internal fluid pressure not due to Explosion. **The effects of frost or "water hammer" are not considered Burst**. Water hammer is the violent impact caused in a pipeline by the inflow of water or its interruption.
Common parts	The parts of the Building which, according to the Italian Civil Code, are subject to common ownership by the owners of the individual building units, unless specified otherwise.(1)
Compensable damage	Damage, the amount of which shall be determined based on these Terms and Conditions of Insurance and by applying the maximum limits and sublimits of Indeminty/compensation laid down in the Policy and in these Terms and Conditions of Insurance, but without taking into account any applicable Deductibles and Uncovered Amounts.
Condominium	Building with at least two building units, owned exclusively by persons who are also co-owners of the Common parts.
Cover	Insurance coverage of Generali Italia S.p.A., providing for payment of an Indemnity, compensation, reimbursement or provision of a benefit in the event of a Claim.
Coverage Limit	Maximum amount payable by Generali Italia per Claim and, where applicable, per insurance year, irrespective of the number of Claims.
Earthquake	Abrupt and sudden upheaval of the earth's crust due to endogenous causes, provided that the insured Building is located in an area, identified among those affected by the earthquake in the measures taken by the competent Authorities.
Exclusion Period	The period of time, referable to the first insurance year only, and immediately following the effective date of the Insurance, during which the Covers for which it is provided are not, in whole or in part, operative.
Explosion	Development of gases or vapours at high temperature and pressure, due to a chemical reaction that self-propagates at high speed.
Fire	Combustion, with flame, of material goods outside an appropriate hearth, which can self-extend and spread.
Flooding	The presence of water that has accumulated in an enclosed, normally dry place as a result of the formation of streams or external accumulation of water as well as leakage of water, not due to breakage, from water, hygienic and thermal systems.

Floor above ground	The floor of a building at least 50% of the perimeter points of which are at a height equal to or greater than that of the surrounding ground or in any case at a height of not less than thirty centimetres in relation to the latter
Generali Italia	The insurance company Generali Italia S.p.A., with registered office at Via Marocchesa 14 - 31021, Mogliano Veneto (TV).
Green Building (Building Construction Type)	Building with load-bearing structures and external walls made of non-combustible materials and/or Laminated wood; in external walls made of non-combustible materials, the presence of combustible materials is tolerated up to 10% of their individual surfaces, or up to 30% if the combustible materials consist of non-expanded or honeycomb plastics.
Household	All the persons recorded in the Family Status Certificate, including cohabiting partners and civil partners. Minor children are always included in the household, even if they do not appear on the Family Status Certificate.
Housing unit	Unit intended for residential use.
Indeminty/compensation	Sum payable by Generali Italia in the event of a Claim.
Insurance	"ViviCondomìnio" insurance contract.
Insured	Person (natural or legal person) whose interest is covered by the Insurance.
Inverter	Electronic device for converting direct current into alternating current.
Laminated wood	Wooden artefacts and structures intended for structural use, consisting of wooden elements made up of thin plates - known as lamellas - processed and finished (especially in terms of planing and waterproofing) and then hot-glued together. They are conventionally considered non-combustible.
Lightning	Natural phenomenon involving an electrical discharge.
Masonry (Building Construction Type)	Building with load-bearing structures made of non-combustible materials, external walls and Roof covering made of non-combustible materials for at least 70% of its surface.
Non-combustible materials	Substances and products that at a temperature of 750° C do not exhibit flame or exothermic reaction (chemical reaction that generates heat). The test method is the one adopted by the "Centro Studi Esperienze" of the Ministry of the Interior. Roof materials certified to fire class 1 are also considered fireproof materials(2).
Photovoltaic system	It consists of photovoltaic modules (panels), Inverters, control and detection equipment, support structures and any other components closely related thereto. The system must be designed and installed in a workmanlike manner, fixed to the appropriate supports and equipped with panels certified to the CEI standards in force at the time of installation and hail-tested.
Policy	Document evidencing the Insurance and outlining the scope of all operating Covers.
Policyholder	Person (natural or legal person) taking out the Insurance.
Premium	Sum owed by the Policyholder to Generali Italia upon conclusion of the Insurance policy.
Reinforced concrete (Building Construction Type)	Building with reinforced concrete load-bearing structures and external walls and Roof covering of non-combustible materials for at least 90% of its surface area.
Roof	The set of structures, both load-bearing and non-load-bearing, that cover and protect the Building from the weather, including its load-bearing structures (warping, tie-rods or chains).

Solar thermal system	It consists of solar modules (panels), tank, support structures and any other components closely related thereto. The system must comply with the UNI EN standard in force at the time of installation
Steel (Building Construction Type)	Building with load-bearing structures made of steel and external walls and Roof covering made of non-combustible materials for at least 90% of its surface.
Thermal cladding	Thermal element liable to be plastered for Building façades useful for correcting the points of the structure where there are preferential routes for heat dispersion in correspondence with discontinuities of materials or particular geometric configurations of the façade. It serves to reduce the effects of rapid or considerable variations in outside temperature.
Wood (Building Construction Type)	Building with load-bearing structures, external walls, floors, Roof reinforcements and Roof coverings made predominantly of wood with tolerance also of other combustible and non-combustible materials; all built in such a way as to guarantee adequate solidity, robustness and use for living purposes.
Year of complete hydraulic system reconstruction	Year when the works and alterations necessary to fully replace all water, sanitary and heating system in the Building were carried out. In the case of several Building bodies, complete reconstruction shall be deemed to have been carried out only if it has been carried out for all the bodies; in the event that reconstruction has taken place in different years, for the purposes of the declaration to be made in the Policy, the oldest reconstruction shall be specified.
Year of construction	Year of construction of the Building. In the case of several Building bodies, the year of construction of the oldest building body shall be taken into account for the purposes of the declaration to be made in the Policy.

SPECIFIC DEFINITIONS FOR PREVENZIONE E ASSISTENZA

Claim	The single fact or event that may occur during the term of the Insurance, which triggers the Insured's request for assistance and which is covered.
Organisational Structure	EUROP ASSISTANCE ITALIA S.p.A. with registered office in Assiago Milano (MI) via del Mulino, 4 - Certified e-mail address EuropAssistanceItaliaSpA@pec.europassistance.it - Tax Code 80039790151, VAT No. 01333550323, registered in the Companies Register of Milan, REA 754519, and in Section I of the Insurance and Reinsurance Companies Register under No. 1.00108, a Company belonging to the Generali Group, registered in the Insurance Groups Register, consisting of persons in charge, personnel (doctors, technicians, operators), equipment and facilities (centralised and non-centralised) operating 24 hours a day, every day of the year and which, pursuant to a specific agreement and on behalf Generali Italia S.p.A enters into the contract with the Insured, organises and provides the Services within the limits set forth in the contract and whose costs are borne by Generali Italia S.p.A.
Services	Assistance provided to the Insured. These services are provided using the Organisational Structure acting on behalf of the Generali Italia S.p.A.

SPECIFIC DEFINITIONS FOR IN SOLIDITÀ AND IN ACCORDO – PROTEZIONE PATRIMONIO

Accidental breakage (of pipes or systems)	A sudden and accidental situation that occurs when, due to external or internal forces, the pipe or system breaks or suffers leaks or cracks.
Computer data	Any readable information, including programmes and software, regardless of the form or manner in which it is used (e.g. text, figure, voice or images), accessed, transmitted, processed, opened or stored by a "**Computer System**".
Computer System	Any computer, hardware, information technology and communication system or electronic device, including any similar system or any configuration thereof, and including any input, output and/or computer data storage device, network equipment or backup facility/service.
Cyber Accident	– Any error, omission or related series of errors or omissions that may result in interference with the ability to access, use or operate any "**Computer System**"; – Any unintentional or non criminal form of unavailability, failure and related series of errors or omissions that prevents access, use and/or the regular operation of a "**Computer System**".
Cyber Act	Any unauthorised, malicious or criminal act or series of related acts or a real or supposed threat thereof which, including and not only by means of **Malware or similar software**, irrespective of the time and place in which they are carried out, may result in interference with the possibility of access to, use of, or operation of a "**Computer System**".
Data processing support	Any property insured by this Policy on which "**Computer data**" may be stored but not the Computer data itself.
Malware or similar software	Any computer programme (whether or not involving self-replication), including but not limited to "Virus", "Trojan Horse", "Worm", "Logic Bombs", "Ransomware", "Wiper", "Denial or Distributed Denial of Service Attacks", intentionally created for the purpose of damaging, altering one or more features of a "**Computer System**".
Partial ruin	Collapse of a structural part of such importance that the stability, solidity and durability of the Building is certainly compromised.
Property damage	Destruction or deterioration of physically determined property.
Total ruin	Total collapse of the Building.

SPECIFIC DEFINITIONS FOR IN SOLIDITÀ

Backflow	Flow of liquids in pipes in the direction opposite to the natural flow.
Blockage	Partial or total reduction of pipeline span caused by foreign bodies.
Chattels	Material objects and, for third-party liability covers only, animals, if any.
Claim	The occurrence of the harmful event for which an In solidità Cover is provided.
Contents of individual building/housing units	Furniture and furnishings in general of the dwelling, and all household and personal use contained within the individual units. This includes the normal furnishing of offices and/or professional offices intercommunicating with the dwelling.
Deductible	**For Whole Value Covers**: the part of the damage assessed, expressed as a fixed amount, that remains payable by the Insured in the event of a Claim. √ Example: Water damage to the insured Building - Piped water Whole Value Cover Deductible agreed in the Policy EUR 500.00 – Replacement value of the Building: EUR 300,000.00

	– Insured sum: EUR 300,000.00 – Damage assessed: EUR 30,000.00 – Compensable damage: EUR 30,000.00 – Damage assessed net of the Deductible: EUR 29,500.00 (30,000.00 - 500.00) Indemnity paid: EUR 29,500.00 **For First Absolute Risk Covers**: the part of the **Compensable damage**, expressed as a fixed amount, that remains payable by the Insured in the event of a Claim. √ Example: Damage to the Building's electrical system - Electrical damage to common systems First Absolute Risk Cover – Deductible agreed in the Policy EUR 200.00 – Insured sum: EUR 5,000.00 – Damage assessed: EUR 10,000.00 – Compensable damage: EUR 5,000.00 Indemnity paid: EUR 4,800.00, equal to EUR 5,000.00 - EUR 200.00 (Compensable damage - Deductible agreed in the Policy)
Direct damage	Damage due to the direct action of an event covered under the Policy.
Direct repair (Indemnity in kind)	Claim management method that, for certain and specific Covers, envisages an alternative form of settlement to that of ordinary Indemnity: through the Agency, Generali Italia provides the Insured with an expert and a provider/technician who provide for the assessment and repair of the damage. The choice of the Direct repair procedure entails not having to advance the cost of the repair and, within the limits provided for the individual Covers, the non-application of the Deductible.
Electrical Phenomena	The following are manifestations of Electrical phenomena: – **Short circuit**: accidental low-impedance contact between two portions of the system normally operating at different potentials; – **Current variation**: a deviation of the level of the electric current intensity from the nominal values expected for the correct operation of the system; – **Overvoltages**: sudden increase in the value of the power supply voltage compared to the nominal values provided for the correct operation of the system or the introduction of unidirectional voltage pulses into the power supply network due to atmospheric causes; – **Electric arc**: accidental electric discharge between two parts of the system supported by the mains supply voltage.
First Absolute Risk (FAR)	The form of insurance cover under which insurance cover is provided up to the amount of the Insured sum, irrespective of the value of the insured items at the time of the Claim and without the application of the proportional rule laid down in the Italian Civil Code[3] if the Insured sum is less than their full value. √ Example: Optional Electrical damage to common systems First Absolute Risk Cover – Replacement value of the Building: EUR 300,000.00 – Insured sum at Whole Value for the Building: EUR 200,000.00 – Insured sum under FAR for Electrical damage to common systems: EUR 15,000.00

	– Damage assessed: EUR 20,000.00 – Compensable damage: EUR 15,000.00 The Indemnity payable is equal to the entire amount of the assessed damage, up to the limit of EUR 15,000.00 (Insured sum under FAR) without application of the proportional rule in relation to the underinsurance of the Building.
Fixtures and fittings	– **Fixtures**: gutters, downpipes and what is permanently anchored to wall structures, with respect to which it has a secondary function of finishing or protection (such as anchored load-bearing structures of awnings and verandas). – **Fittings**: rigid and fixed structures and window and door frames, anchored to the wall by means of screws and dowels or by means of a masonry subframe, acting as a support for the window and door frames, allowing them to be opened and closed.
Flood, Inundation	Leakage of water, and that which it carries, from the usual banks of watercourses or natural or artificial reservoirs, even if caused by an Earthquake, landslide, subsidence or landslip, when the event is characterised by violence that can be seen on a plurality of entities, whether insured or not, located in the vicinity.
Implosion	Failure of equipment, tanks and containers in general, due to lack of internal fluid pressure compared to external pressure.
Insured sum	The sum specified in the Policy as the maximum limit of the Indemnity payable by Generali Italia in the event of a Claim.
Item	Set of homogeneous goods insured with a single sum.
Jewellery and valuables	Objects made of gold and platinum or mounted on these metals, precious stones, coral, as well as wristwatches or pocket watches also made of non-precious metal with a market value of more than EUR 4,000.00.
nZEB (Nearly Zero Energy Building) construction characteristics	Construction characteristics complying with the regulations envisaged on the subject of public and private near-zero energy buildings (nZEB) provided for by Decree-Law No. 63 of 4 June 2013, converted into Law No. 90 of 3 August 2013 as subsequently amended and supplemented.
Panes	Panes of crystal and half-crystal, mirror and glass, as well as their workmanship, decorations and inscriptions in the Building.
Securities	Money, revenue stamps and credit securities in general.
Sunshades	External sunshades, including of individual building units, installed on fixed structures, anchored to the perimeter walls of the Building or to the ceiling of the balconies above.
Terrorism and sabotage	Any violent action carried out with the support of the organisation of one or more groups of people, even if carried out by a single person, aimed at influencing any government and/or terrorising the entire population, or a part of it, in order to achieve a political or religious or ideological or ethnic end. **The following does not fall under the definition of Terrorism:** – **acts of war, invasion, acts of foreign enemies, hostilities, civil war;** – **rebellion, insurrection, coup d'état or confiscation, nationalisation, requisition and destruction or damage to property, caused by or at the behest of any government or public or local authority;** – **acts occurring in the context of strikes, riots, civil unrest;** – **vandalism**.

Uncovered Amount	**For Whole Value Covers**: the part of the **assessed damage** expressed as a percentage of the amount of the same, that remains payable by the Insured in the event of a Claim. √ Example: Damage to the Building caused by wind - Wind and rain, Hail and Snow overload Whole Value Cover – Uncovered Amount envisaged for the Cover 10% with a minimum of EUR 500.00 under the Policy – Replacement value of the Building: EUR 200,000.00 – Insured sum for the Building: EUR 200,000.00 – Indemnity limit agreed in the Policy for Wind and rain: 80% of the Insured sum for the Building (EUR 160,000.00) – Damage assessed: EUR 200,000.00 – Compensable damage: EUR 160,000.00 – Uncovered Amount applied on assessed damage: EUR 20,000.00 (10% of the assessed damage) – Assessed damage net of the Uncovered Amount: EUR 180,000.00 (200,000.00 - 20,000.00) Indemnity paid: EUR 160,000.00, equal to the agreed Indemnity limit. **For First Absolute Risk Covers**: the part of the **Compensable damage**, expressed as a percentage of the Indemnity amount, that remains payable by the Insured in the event of a Claim. √ Example: Theft Solar thermal and photovoltaic system outside the Building: - Theft for the solar thermal and photovoltaic system First Absolute Risk Cover – Uncovered Amount provided for the Cover 10% with a minimum of EUR 1,000.00 – Insured sum for the solar thermal and photovoltaic system: EUR 80,000.00 – Indemnity limit for the Cover: 50% of the Insured sum for the System (EUR 40,000.00) – Damage assessed: EUR 60,000.00 – Compensable damage: EUR 40,000.00 – Uncovered Amount applied on Compensable damage: EUR 4,000.00 (10% of the Compensable damage) Indemnity paid: EUR 36,000.00, equal to EUR 40,000.00 - EUR 4,000.00 (Compensable damage - Uncovered Amount provided for the Cover)
Water bombs	Rapid flooding caused by excessive rainfall in a short period of time due to the inability of the soil to drain and/or absorb water.
Whole Value	The form of insurance cover under which insurance cover is provided for the whole of the insured existing property, and under which the Insured sum shall correspond to their full value. If the Insured sum is lower, unless otherwise expressly provided for in the contract, the proportional rule applies[4].
Window and door frames	Fixed or movable elements (sashes, panels, glazing etc.) anchored to the frame of the fitting that create an opening and closing system (doors, windows etc.).
Windows	See panes.

SPECIFIC DEFINITIONS FOR IN ACCORDO – PROTEZIONE PATRIMONIO

Accident	Any event due to a fortuitous, violent and external cause that produces objectively ascertainable physical injuries.
Bodily harm	Death or personal injury.
Chattels	Material objects and animals.
Claim	For the Optional liability of the condominium administrator Cover: the claim for damages for which the Cover is provided. For all other Protezion patrimonio Covers: the occurrence of the harmful event for which the insurance is provided.
Deductible	The part of the **Compensable damage**, expressed as a fixed amount, that remains payable by the Insured in the event of a Claim. √ Example: Damage to third parties caused by falling centralised aerial - Third-party liability Cover Deductible agreed in the Policy EUR 200.00 – Coverage Limit Third party civil liability: EUR 500,000.00 – Damage to third parties assessed: EUR 10,000.00 – Compensable damage: EUR 10,000.00 Indemnity paid: EUR 9,800.00, equal to EUR 10,000.00 - EUR 200.00 euro (Compensable damage - Deductible agreed in the Policy)
Economic loss	Pecuniary losses (principal, interest and expenses) that are not the direct or indirect consequence of material or bodily harm.
Pollution	The actual or suspected leakage, infiltration, release or leak of any solid, liquid, gaseous, biological, radiological or thermal, toxic or hazardous irritant substance that is harmful to the environment, including, without limitation, radiation, nuclear contamination, fungi, spores or mycoses, toxic moulds, lead, asbestos, vapour, smoke, fibres, germs, soot, fumes, acids, alkalis, chemicals and waste.
Uncovered Amount	The part of the **Compensable damage**, expressed as a percentage of the Indeminty/compensation amount, that remains payable by the Insured in the event of a Claim. √ Example: Damage to third parties cause by accidental Pollution - Third-party liability Cover Uncovered Amount 10% for the Cover with a minimum of EUR 2,500.00 – Coverage Limit Third party civil liability: EUR 1,000,000.00 per Claim – Indemnity limit for Accidental pollution damage: EUR 250,000.00 per Claim and insurance year – Damage to third parties assessed: EUR 500,000.00 – Compensable damage: EUR 250,000.00 – Uncovered Amount: EUR 25,000.00 (10% of the Compensable damage) Indeminty/compensation paid: EUR 225,000.00, equal to EUR 250,000.00 - EUR 25,000.00 (Compensable damage - Uncovered Amount provided for the Cover)

SPECIFIC DEFINITIONS IN ACCORDO – PROTEZIONE LEGALE

Arbitration	It is an alternative procedure to ordinary civil courts, which the Parties may use to resolve a dispute or prevent it from arising.
Civil law	It is the set of rules that governs relations between private parties (companies or persons): when a dispute arises between two private parties, they turn to the judge to decide who is right and who is wrong under civil law. In civil cases, the judge decides exclusively on the basis of the elements provided by the parties, and it is established that whoever asserts something is required to prove it.
Contractual liability	Liability arising from a contract concluded between two or more parties, in the event that one of them fails to perform or partially performs its obligations in favour of another contracting party.
Costs of losing the case	These are the costs that the losing party in a civil case must pay to the prevailing party. The court shall decide whether and to what extent those costs are to be charged to the parties.
Court fees	These are the costs of the criminal trial that are imposed on the defendant in the event of his conviction.
Crime	It is an offence punishable by a fine or imprisonment.
DAS	D.A.S. Difesa Automobilistica Sinistri S.p.A..
Expert fees	These are those relating to the work of the expert appointed by the judge (court-appointed expert witness) or by the parties (party-appointed expert).
Final judgment	Final decision, no longer subject to appeal or modifiable.
Legal assistance/Out-of-court phase	It is the activity consisting in the attempt to mediate between the parties in order to settle a dispute amicably and thus avoid recourse to the courts. It includes procedures such as civil mediation, assisted negotiation, and joint conciliation.
Misdemeanor	It is an offence punishable by arrest and/or fine.
Non-contractual damage	It is the unjust damage resulting from Tort; typically, it is the damage suffered by a person or property as a result of the negligent behaviour of other persons. There is no contractual relationship between the injured party and the liable party or, if there is, it has no connection with the harmful event.
Non-contractual liability	Liability of the person who, by committing a tort, causes unjust damage to others.
Occurrence (of the Claim)	The moment at which the breach, even if alleged, of a rule of law or contract begins. For the purposes of the validity of the Protezione legale Covers, this moment must be subsequent to the moment of conclusion of the Policy and, if the contested conduct is continuous, the first breach shall be taken into account. More simply, the onset is not the moment at which the dispute or proceeding begins, but the moment at which the violation that gives rise to the dispute or proceedings occurs.
Settlement	Agreement by which the parties, by making mutual concessions, put an end to a dispute that has already arisen or prevent one that might arise.
Tort	Any act committed in breach of the rules of the Italian legal system, other than breach of contract. The offence is of civil nature if it consists in a violation of civil law, of criminal nature if it consists in a violation of criminal law, and of administrative nature if it consists in a violation of the rules established for the functioning of the Public Administration.

1 Article 1117 of the Italian Civil Code.
2 Ministerial Decree of 26 June 1984 of the Ministry of the Interio.
3 Article 1907 of the Italian Civil Code.
4 Article 1907 of the Italian Civil Code.

SPECIFIC TERMS AND CONDITIONS FOR PREVENZIONE E ASSISTENZA

What is insured?

Art. 1.1 Gross negligence

Generali Italia provides the services covered even if the Claims are caused by the Policyholder's or the Insured's gross negligence(5).

What is insured? Basic Covers

DAILY ASSISTANCE

Art. 2.1 Sending a glazier for emergency works on the common parts

What is insured

If the Insured needs a glazier as a result of Fire, Explosion, Burst, Lightning, Flooding, vandalism, theft or attempted theft, causing the breakage of the external glass panes of the Common parts of the Building specified in the Policy, the security of which is no longer guaranteed, the Organisational Structure shall send a craftsman.

Limitations of coverage apply

Callout and labour costs up to a maximum of EUR 300.00 per Claim shall be borne by the Organisational Structure.

The costs of materials necessary for the repair shall be borne by the Insured.

Art. 2.2 Sending a locksmith for emergency works on the common parts

What is insured

If the Insured needs a locksmith as a result of:

- breakage of keys, failure or burglary of the lock or alarm system, theft or attempted theft making it impossible to access the Building specified in the Policy through the external access doors
- breakdown seriously impairing the functioning of the entrance door from outside the insured Building, the security of which is no longer guaranteed.

the Organisational Structure shall send a craftsman.

Limitations of coverage apply

Callout and labour costs up to a maximum of EUR 300.00 per Claim shall be borne by the Organisational Structure.

The costs of materials necessary for the repair shall be borne by the Insured.

Art. 2.3 Sending an electrician for emergency works on the common parts

What is insured

If the Insured needs an electrician following a fault in the electrical system of the Building specified in the Policy, which originated in the common area (up to the point of reaching the premises owned by the individual condominium owners), the Organisational Structure shall send a craftsman.

What is NOT insured

The following does not trigger the Service:

- **short circuit for contact failure caused by the Insured;**
- **interruption of the electricity supply by the power utility;**
- **breakdowns to the power supply cable of the utility company pertaining to the home.**

Limitations of coverage apply

Callout and labour costs up to a maximum of EUR 300.00 per Claim shall be borne by the Organisational Structure.

The costs of materials necessary for the repair shall be borne by the Insured.

Art. 2.4 Sending a plumber for emergency works

What is insured

If the Insured needs a plumber following a breakdown in the plumbing system of the Building specified in the Policy, the Organisational Structure shall send a craftsman.

The Organisational Structure shall provide send a craftsman both in the case of a breakdown in the common area and in the case of a breakdown in the plumbing system of the individual building unit of the Building.

What is NOT insured

The following does not trigger the Service:

- **breakdown or malfunction of mobile appliances (washing machine, dishwasher, etc.);**
- **events due to breakdown of taps and mobile pipes connected or not connected to the aforementioned mobile appliances and events due to the negligence of the Insured;**
- **supply interruptions by the utility company or bursting pipes outside the Building;**
- **clogging of mobile sanitation pipes;**
- **overflow due to sewer overflow;**
- **breakdowns or malfunctioning of the boiler and burner.**

Limitations of coverage apply

Callout and labour costs up to a maximum of EUR 300.00 per Claim shall be borne by the Organisational Structure.

The costs of materials necessary for the repair shall be borne by the Insured.

Art. 2.5 Emergency works for water damage

What is insured

If, following damage caused by water spillage, an intervention is necessary to rescue or restore the premises of the Building specified in the Policy, including individual building units, or its contents, the Organisational Structure shall send personnel specialised in drying techniques.

The Service is activated in the following cases:

a) Flooding or infiltration in any part caused by a break, blockage or breakdown of fixed plumbing pipes;

b) failure to drain the sewage from the sanitation systems of the insured premises caused by blockage of the fixed drainage pipes of the plumbing system.

What is NOT insured

The Organisational Structure shall not provide the Service:

- **For case a) for Claims due to:**
  - **breakdowns and blockages in taps or mobile pipes, whether or not connected to any appliance (washing machine, etc.);**
  - **rupture of the Building's external piping;**
  - **negligence of the Insured;**
  - **interruption of supply by the power utility.**
- **For case b) for Claims due to an overflow resulting from:**
  - **sewer overflow;**
  - **clogging of mobile sanitation pipes;**

Limitations of coverage apply

Callout and labour costs shall be borne by the Organisational Structure up to a maximum of EUR 300.00 per Claim.

The costs of materials necessary for the repair shall be borne by the Insured.

EXTRAORDINARY ASSISTANCE

Art. 3.1 Legal Information

Upon the Insured's or the Policyholder's request, the Organisational Structure shall provide information regarding the Italian Civil Code and official (published) regulations on Condominium matters.

The Service is provided from Monday to Friday from 09:00 am to 6:00 pm, excluding midweek public holidays.

Art. 3.2 Real estate tax information

What is insured

Upon the Insured's or the Policyholder's request, the Organisational Structure shall provide information relating to:

- direct taxes Natural persons income tax
- real estate framework in the Unified Tax Return form
- municipal property tax
- value added tax in connection with the purchase and sale of real estate
- tax for the disposal of municipal solid waste
- tax on the increase in real estate value
- registration taxes
- Model 770
- F24

specifying:

- the necessary documentation for the tax payment procedure for the Building, excluding calculations for each specific case;

– the available facility in the area of residence that can receive all the necessary documentation.

If new taxes are instituted by the State, the Organisational Structure provides the relevant information from the day the legislation is published in the Official Journal.

The Service is provided from Monday to Friday from 09:00 am to 6:00 pm, excluding midweek public holidays.

Art. 3.3 Bureaucratic information

What is insured

Upon the Insured's or the Policyholder's request, the Organisational Structure provide the following bureaucratic information:

– activation of the Condominium's tax code;

– opening of the Condominium bank account;

– management of files for withholding taxes on fees paid to condominium employees or self-employed workers, for activities in favour of the Condominium (professionals, agents, brokers, etc.);

– management in the absence of condominium regulations;

– information on access to government bonuses.

The Service is provided from Monday to Friday from 09:00 am to 6:00 pm, excluding midweek public holidays.

Art. 3.4 Plant safety information

What is insured

Upon the Insured's or the Policyholder's request, the Organisational Structure shall provide information concerning the Building specified in the Policy relating to the regulations in force on the safety of water, electrical and gas systems.

The Service is provided from Monday to Friday from 09:00 am to 6:00 pm, excluding midweek public holidays.

Art. 3.5 Sending a healthcare assistant to a dependent family member

What is insured

In the event of Earthquake, Fire and/or Flooding requiring the presence of the Insured in order to carry out/oversee restoration work on the Condominium housing unit, the Organisational Structure shall send, subject to local availability, a healthcare assistant to help the dependent family member cohabiting with the Insured.

The Service is provided 24/7, 365 days a year at times agreed with the healthcare assistant, with at least 2 days' notice before the actual time of use of the Service.

Limitations of coverage apply

The expenses of the Service shall be borne by the Organisational Structure up to EUR 200.00 per Claim, for a maximum of 10 hours.

Art. 3.6 Sending a baby sitter/family caregiver to your home

What is insured

In case of inability to manage

– one or more minors under the age of 14,

– disabled persons (not seriously disabled and not requiring medical or nursing personnel) up to the age of 18 following Earthquake, Fire and/or Flooding requiring the presence of the Insured in order to carry out/oversee restoration work on the Condominium housing unit, the Organisational Structure shall notify the Insured of the name of the babysitter/family caregiver available in the area where the Insured is located.

In the case of a disabled minor, appropriate medical documentation proving the disability shall be submitted.

The Service is provided 24/7, 365 days a year at times agreed with the baby sitter/family caregiver, with at least 2 days' notice before the actual time of use of the Service.

Limitations of coverage apply

The expenses of the Service shall be borne by the Organisational Structure up to EUR 200.00 per Claim, for a maximum of 10 hours.

Any excesses shall be settled directly between the Insured and the baby sitter/family caregiver sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.

Art. 3.7 Sending a family helper

What is insured

In the event of Earthquake, Fire and/or Flooding requiring the presence of the Insured in order to carry out/oversee restoration work on the Condominium housing unit, the Organisational Structure shall send, subject to local availability, a family helper to manage the main house chores.

The Service is provided 24/7, 365 days a year at times agreed with the family helper, with at least 2 days' notice before the actual time of use of the Service.

Limitations of coverage apply

The expenses of the Service shall be borne by the Organisational Structure up to EUR 200.00 per Claim, for a maximum of 5 Services of 2 hours each.

Art. 3.8 Travel of a family member

What is insured

In the event of Earthquake, Fire and/or Flooding requiring the presence of the Insured in order to carry out/oversee restoration work on the Condominium housing unit, if the Insured needs the presence of a family member to help persons cohabiting with him/her, the Organisational Structure shall provide that family member, if he/she resides in Italy, with a round-trip airline ticket (economy class) or train ticket (first class).

The Service is provided 24/7, 365 days a year.

Limitations of coverage apply

The expenses of the Service shall be borne by the Organisational Structure up to EUR 300.00 per Claim.

Art. 3.9 Moving

What is insured

In the event of Earthquake, Fire and/or Flooding resulting in the Condominium building unit's lack of fitness-for-use, the Organisational Structure shall move the contents to a warehouse or other location specified by the Insured or Policyholder. If the Insured Person or the Policyholder has already transported part of the contents, the Organisational Structure shall only organise the transfer of the remaining items.

The Service is provided from Monday to Friday from 09:00 am to 6:00 pm, excluding midweek public holidays.

Limitations of coverage apply

Moving expenses shall be borne by the Organisational Structure up to EUR 1,000.00 per insurance year.

Any costs other than the cost of moving (e.g. storage) shall be borne by the Insured. The Service is payable once per insurance year.

Art. 3.10 Replacement accommodation costs

What is insured

In the event of an Earthquake, Fire and/or Flooding for which the competent Authorities (fire brigade) have intervened and the home is not fit for use or uninhabitable, the Organisational Structure shall provide for the booking of an accommodation for the Insured and the occupants of the insured housing unit.

In order to qualify for the Service, the competent Authorities must declare that the property cannot be used.

Limitations of coverage apply

Reservation and accommodation costs are borne by the Organisational Structure up to EUR 100.00 per day per person, for a maximum of 15 days with a limit of EUR 2,500.00 euro per household.

Art. 3.11 Early return

What is insured

In the event of Earthquake, Fire, Explosion, Burst, Lightning, Flooding, vandalism, theft or attempted theft, as a result of which the building unit of the Condominium is damaged to such an extent that the Insured must return home early by a means other than those initially planned, the Organisational Structure shall provide the Insured with an airline ticket (economy class) or train ticket (first class).

Limitations of coverage apply

For each Claim, the cost of the ticket for the Insured's early return shall be borne by the Organisational Structure up to a maximum of EUR 300.00 per person from Italy and EUR 500.00 per person from abroad.

What is NOT insured?

Art. 4.1 Exclusions

Services are not provided for the following events:

a) occurred during volcanic eruptions, Floods, tidal waves and during all atmospheric phenomena having the characteristics of natural disasters;

b) occurred during acts of war, acts of terrorism, invasion, military occupation, insurrection, civil commotion, strikes or riots;

c) occurred during explosions, the emission of heat or radiation resulting from the transmutation of the nucleus of the atom as well as during radiations caused by the artificial acceleration of atomic particles;

d) caused by the Insured's wilful misconduct;

e) caused by the intervention of Public Authorities.

Are there limitations of coverage?

Art. 5.1 Limit per insurance year

Unless a lower limit is specified for the individual Service, all assistance Services provided by Generali Italia through Europ Assistance Organisational Structure shall be provided a maximum of three times per insurance year, without prejudice to the specific Indemnity limits per Claim envisaged for each one.

Art. 5.2 No obligation to provide alternative Services

If the Insured does not use one or more of the Services subject to cover, Generali Italia is not required to provide indemnities or alternative services of any kind by way of set-off.

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply:

Service	Deductible/Uncovered Amount	Indemnity limit
DAILY ASSISTANCE		
Sending a glazier for emergency works on the common parts	–	EUR 300.00 per Claim for callout and labour costs The costs of materials for the repair shall be borne by the Insured.
Sending a locksmith for emergency works on the common parts	–	EUR 300.00 per Claim for callout and labour costs. The costs of materials for the repair shall be borne by the Insured.
Sending an electrician for emergency works on the common parts		EUR 300.00 per Claim for callout and labour costs The costs of materials necessary for the repair shall be borne by the Insured.
Sending a plumber for emergency works	–	EUR 300.00 per Claim for callout and labour costs The costs of materials for the repair shall be borne by the Insured.
Emergency interventions for water damage		EUR 300.00 per Claim for callout and labour costs The costs of materials for the repair shall be borne by the Insured.
Each of the listed Services may be provided a maximum of 3 times per insurance year		

Service	Deductible/Uncovered Amount	Indemnity limit
EXTRAORDINARY ASSISTANCE		
Sending a healthcare assistant to a dependent family member		EUR 200.00 per Claim for a maximum of 10 hours
Sending a baby sitter/family caregiver to your home		EUR 200.00 per Claim for a maximum of 10 hours
Sending a family helper		EUR 200.00 per Claim for a maximum of 5 services of 2 hours each
Travel of a family member		EUR 300.00 per Claim
Moving		EUR 1,000.00 per insurance year
The Service may be provided once per insurance year		
Replacement accommodation costs		EUR 100.00 per day per person for a maximum of 15 days, with a limit per household of EUR 2,500.00
Early return		EUR 300.00 per person from Italy and EUR 500.00 per person from abroad, for the cost of the ticket
Each of the listed Services may be provided for a maximum of 3 times per insurance year, except if otherwise envisaged.		

Where does the coverage apply?

Art. 6.1 Territorial validity

The Services apply in Italy, the Republic of San Marino and the Vatican City State unless a broader scope of application is expressly specified in the individual Benefit.

When in the Services reference is made to Italy, that reference shall be deemed to extend to the Republic of San Marino and the Vatican City State.

Services involving a return trip are only valid for Insureds with residence in Italy, the Republic of San Marino or the Vatican City State.

5 By way of departure from the provisions of Article 1900 of the Italian Civil Code

SPECIFIC TERMS AND CONDITIONS FOR IN SOLIDITÀ

What is insured?

Art. 1.1 Insured items

Subject to the limits respectively specified in the specific Policy sections, the insurance shall cover the goods falling under the Building Item.

The Solar thermal and photovoltaic system section also covers existing solar thermal and/or photovoltaic systems at the location specified in the Policy that are fixed to the appropriate supports, tested and ready for use.

With the optional Dedicato a te Covers, goods that are part of the Contents of individual housing units can also be insured.

Art. 1.2 Conditions of insurability

The In solidità Covers apply if the Building indicated in the Policy corresponds to that indicated in the Policy by Building Type, which identifies its state or intended use.

The Building types envisaged are as follows:

- **Condominium**
  - **At least 51% residential**: the Building is used for at least 51% of the total surface area of all floors for civil dwellings, offices, professional offices
  - **Less than 51% residential**: the Building is used for less than 51% of the total surface area of all floors for civil dwellings, offices, professional offices;
  - **Presence/Absence of department stores, supermarkets, garages and service stations and hotels or parts of hotels**;
  - **Presence/Absence of cinemas, theatres, discotheques, night clubs, commercial deposits of flammables**
- **100% private garages**
- **Building under construction/renovation**
- **Empty and unoccupied buildings**

Art. 1.3 Gross negligence

Generali Italia shall indemnify damage for which insurance cover is provided even if caused by gross negligence on the part of the Policyholder or Insured(6).

STABILE START

(ALWAYS PRESENT SECTION)

What is insured? Basic Cover section

Art. 2.1 Insured risks

What is insured

Generali Italia shall indemnify direct property damage caused to the Building by the following events:

a) **Fire**, including damage caused by order of the authorities for the purpose of preventing or stopping the Fire and also damage reasonably caused by the Insured or third parties for the purpose of limiting the damage;

b) mechanical action of Lightning;

c) Explosion or Burst even if they occurred outside the Building, **provided they are not caused by explosive devices resulting from socio-political events**;

d) Implosion;

e) falling of celestial bodies, aircraft and spacecraft, their parts or things carried by them, **excluding explosive devices**;

f) sonic wave caused by aircraft and objects in general moving at supersonic speed;

g) smoke, gas or vapours leaked as a result of a sudden and accidental failure of the heating systems serving the insured Building or adjoining buildings, **provided that the systems are connected by pipes to appropriate chimneys**, or developed as a result of fire or lightning, explosion, burst or Implosion that hit the insured Building or property located within 50 metres of it;

h) collapse of bridges, overpasses, viaducts and parts thereof **provided they are constructed in accordance with the law and subject to regular maintenance**;

i) collision of road vehicles and watercraft that do not belong to or are non in use by the Insured or members of his/her household, or the Policyholder, **provided they are in transit on public roads, private roads for public use or watercourses**;

j) falling of lifts and hoists including damage to the cabin and mechanical parts as a result of broken devices.

Generali Italia also indemnifies:

k) the cost of **replacing the fuel** (naphta, diesel or kerosene) spilled due to the accidental breakage of the heating or air conditioning systems serving the insured Building;

l) direct property damage to **third-party installations and equipment**, serving exclusively the insured Building, owned by companies providing telephone service or supplying gas, water or electricity;

If one of the following Building types is specified in the Policy:

– **“Building under construction/renovation”**

– **“Empty and unoccupied buildings”**

Generali Italia shall indemnify **only** the direct property damage caused to the Building by the **events referred to in letters a) to g) above**.

How the coverage works

If the "Buildings under construction/renovation" Building type is specified in the Policy:

1) Cover shall only be provided if, during the installation of combustible insulating and coating materials, on the premises concerned:

- **there is a permanent presence of personnel whose main duties are to monitor and intervene promptly, using the most suitable extinguishing media, in the event of a fire outbreak;**
- **no foam material is present in quantities exceeding 10 cubic metres;**
- **no welding operations are carried out in the presence of insulating and coating materials that have not already been placed in place;**
- **smoking is not permitted.**

2) Damage caused by Fire and/or Explosion are indemnified under the following conditions:

- **efficient fire-fighting equipment and means must be at hand for immediate use on the construction site;**

- **an adequate number of workers must be trained in the use of such equipment and continuously ready for immediate action;**
- **all flammable material, in particular flammable liquids and gases, must be stored in a place sufficiently distant from the areas where renovation work is being carried out.**

Art. 2.2 Additional expenses

What is insured

In the event of a Claim eligible for indemnification under the terms of the Insured risks article, Generali Italia shall reimburse the additional expenses incurred for:

a) Demolition and clearing expenses

Costs of demolishing, clearing, transporting and disposing of the residues of the accident subject to the Claim, including those in excess of the Insured sum for the Building, to the nearest suitable landfill site, or to that imposed by the Authority.

Limitations of coverage apply

These expenses are indemnified with the limit per Claim equal to the sum specified in the specific Policy section.

The costs of toxic and hazardous waste are indemnified, within the limits of the sum specified in the Policy for demolition and clearing costs, up to 5% of that sum.

b) Loss of rent (only if Building Type is a Condominium)

Loss of rent or loss of use of the insured Building, rented or inhabited by the Insured owner, and damaged, for the period necessary for its restoration, up to a maximum of twelve months.

The premises inhabited by the Insured are included in the cover for the amount of the presumable rent relating to them.

What is NOT insured

Damages are excluded if caused by:

- **delays in restoring the damaged premises, even if due to exceptional causes;**
- **delays in renting or occupying the restored premises.**

Limitations of coverage apply

Subject to the twelve-month limit, cover is provided, within the Insured sum for the Building Item, up to 1/15th of the sum pertaining to the individual building units in relation to the insured value for the Building.

c) Expenses due to lack of fitness-for-use of the Building (only if the Building type is a Condominium)

Expenses actually incurred for moving and temporary accommodation in the event of lack of fitness-for-use, in whole or in part, of the Building.

Limitations of coverage apply

The cover operates within the Insured sum for the Building Item with a limit of 5% of the Indemnity payable, for a maximum of EUR 5,000.00.

d) Redesign costs

Costs of redesigning the Building made necessary to support the reconstruction or restoration of the destroyed or damaged Building, **within the limits of the fees established by the professional category associations**.

Limitations of coverage apply

The cover operates within the Insured sum for the Building Item with a limit of 5% of the Indemnity payable, for a maximum of EUR 10,000.00.

e) Charges and costs to Bodies and Authorities

Charges and costs that in any case may be borne by the Insured, or that the Insured may have to pay to any Public Body or Authority for the reconstruction of the Building in accordance with the provisions in force at the time of the reconstruction of the Building.

What is NOT insured

Penalties, fines and administrative sanctions are excluded.

Limitations of coverage apply

The cover operates within the Insured sum for the Building Item with a limit of 5% of the Indemnity payable, for a maximum of EUR 10,000.00.

f) Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics

The higher expenses incurred for the repair or reconstruction of the Building according to nZEB (Nearly Zero Energy Building) construction characteristics.

Limitations of coverage apply

The cover operates within the Insured sum for the Building Item with a limit of 20% of the Indemnity payable.

How is the Indemnity calculated for higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics?

Examples

Fire damage involving the roof of the Building

Case 1

- Replacement value of the Building: EUR 2,000,000.00
- Insured sum: EUR 2,000,000.00
- Damage assessed: EUR 300,000.00
- Compensable damage: EUR 300,000.00
- Indemnity paid for Fire damage: EUR 300,000.00
- 20% higher expenses for nZEB reconstruction: EUR 60,000.00 total Indemnity payable: EUR 360,000.00 (300,000.00 + 60,000.00) (less than the Insured sum for the Building)

Case 2

- Replacement value of the Building: EUR 2,000,000.00
- Insured sum: EUR 1,000,000.00
- Damage assessed: EUR 300,000.00
- Compensable damage: EUR 150,000.00 (by applying the first paragraph of the Partial Insurance article (proportional rule) of the section PROVISIONS APPLICABLE IN CASE OF A CLAIM In solidità)
- Indemnity paid for Fire damage: EUR 150,000.00
- 20% higher expenses for nZEB reconstruction: EUR 30,000.00 total Indemnity payable: EUR 180,000.00 (150,000.00 + 30,000.00) (less than the Insured sum for the Building)

WARNING: All amounts given in the examples are purely indicative

What is insured? Optional Covers section

Art. 2.3 Collapse and structural collapse

What is insured

Generali Italia shall indemnify the direct property damage caused to the insured Building due to Total or partial ruin/ collapse due to the failure of the foundations or collapse of the structures of the Building itself, even when they are not the direct consequence of water spillage (insurable under the Piped water Cover).

What is NOT insured

The following damages are excluded:

a) those resulting from design or calculation errors, errors in construction drawings, or a defect in construction or material defect/defect, as well as overloading of load-bearing structures;

b) those resulting from work that has not been carried out in a workmanlike manner or changes to the insured Building that occurred after the final testing or subsequent testings;

c) those resulting from ordinary and extraordinary maintenance work; lack of or insufficient maintenance

d) Earthquake, tidal wave, Inundation, Floods, avalanches, deluges, volcanic eruptions, bradyseism, land subsidence or landslides;

e) hurricanes, whirlwinds, sea whirlwinds and other atmospheric events;

f) gradual effects of weathering, oxidation, corrosion, rust and scale.

Limitations of coverage apply

Coverage applies:

- **with application of a 10% Uncovered Amount per Claim;**
- **with the limit per Claim and per insurance year, diversified according to the age of the Building at the time of the Claim, as specified in the following Table.**

Indemnity limit	Age of the Building
50% Insured sum	less than or equal to 10 years from the Year of construction
40% Insured sum	more than 10 years and less than or equal to 30 years from the Year of construction
30% Insured sum	more than 30 years from the Year of construction

Art. 2.4 Extension to windows of common parts

What is insured

Generali Italia shall indemnify the Insured **within the limits of the Insured sum specified in the specific Policy section**, for the costs necessary to replace the glass understood as panes of:

- crystal glass
- half-crystal glass,
- mirror and glass

relating to the Fixtures and fittings and skylights used to protect the closures of the transit, lighting and ventilation areas of the insured Building, destroyed or damaged as a result of accidental breakage.

It should be noted that the costs of replacing the Panes placed in the insured Building as balcony parapets are included **provided that they have been directly damaged by the violence of atmospheric events, wind (and things carried by it or collapsed by it), hail and rain**.

How the coverage works

This Cover operates at First Absolute Risk and is provided for Panes that are undamaged and free of defects on the effective date of the contract.

If the insurance covers a Building used as a single-family dwelling, the Cover shall apply only to the Fixtures and fittings protecting external access.

What is NOT insured

The following are excluded:

a) crystals constituting and/or serving as external perimeter walls of the Building (so-called curtain walling);

b) damage occurring during removals, repairs and/or work in general requiring the presence of workmen;

c) damage from chipping or scratching.

Limitations of coverage apply

The Cover operates with application of the Deductible per Claim (if any) specified in the specific Policy section.

Art. 2.5 Extension to the garden

What is insured

Generali Italia indemnifies:

– direct property damage caused to the trees owned by the insured Building, located in spaces adjacent and pertaining to the location specified in the Policy, by one of the insured events resulting in the loss or felling of the tree itself

– the cost of replanting these trees with plants of the same or similar essence, of the same age or, if this is not possible, of the highest age available on the market

Limitations of coverage apply

These damages and costs are indemnifiable up to EUR 10,000.00 per Claim per insurance year

– additional costs of demolishing, clearing, transporting and disposing of the residues of the accident subject to the Claim, or to that imposed by the Authority.

Limitations of coverage apply

The cover applies up to EUR 2,000.00 per Claim per insurance year

What is NOT insured

The following are excluded:

a) plants affected by pathogens or infested by insects or other animals manifestly and to such an extent that their static and biomechanical stability is impaired;

b) shrubs and herbaceous essences;

c) damage occurring as a result of Earthquakes, Floods, Inundation, Flooding and Water Bombs;

d) damage resulting from work not carried out in a workmanlike manner;

e) damage to parts of the tree that do not result in the death or felling of the plant;

f) any form of devaluation for the entire garden or park or for the entire complex;

g) the costs of land reclamation.

How the coverage works

This Cover operates at First Absolute Risk.

Limitations of coverage apply

The Cover operates with application of a Deductible of EUR 250.00.

Art. 2.6 Falling trees and plants

What is insured

Generali Italia indemnifies:

– direct property damage caused to the insured Building by falling trees and plants or parts thereof, including as a result of snow overload, **without prejudice to Generali Italia's right to claim against the damaging third party**.

  Limitations of coverage apply

  Cover is limited to 20% of the Insured sum under the Building Item, with a maximum of EUR 50,000.00 per Claim per insurance year.

– additional costs of demolishing, clearing, transporting and disposing of the residues of the accident subject to the Claim, including damaged trees, plants and property, or to that imposed by the Authority.

  Limitations of coverage apply

  The cover applies up to EUR 10,000.00 per Claim per insurance year.

What is NOT insured

If the damage is caused by trees and plants on condominium property, the following are excluded:

a) damage caused by plants affected by pathogens or infested by insects or other animals to such an extent that their static and biomechanical stability is impaired;

b) damage caused by felling or pruning the tree;

c) damage caused by trees, or parts thereof, on which regular maintenance has not been performed;

d) damage caused by wind and property dragged by it.

Limitations of coverage apply

The Cover operates with application of a 10% Uncovered Amount with a minimum of EUR 300.00 per Claim.

Art. 2.7 Extension for higher expenses for historical and artistic buildings

What is insured

If a Building with special historical and artistic features is insured, Generali Italia, **within the limits of the Insured sum for the Building Item** shall also indemnify the greater damage suffered by the Building as a result of an indemnifiable Claim (under the terms of the In solidità Covers purchased) in excess of the normal reconstruction and/or restoration expenses of a functional nature envisaged in the article Value of insured items and Determination of damage of the PROVISIONS APPLICABLE IN CASE OF A CLAIM In solidità, with damage to insured property.

By way of example only, damage may concern frescos, bas-reliefs, wall ornaments, monuments, mosaics, architectural solutions.

Such damage may consist of:

a) the costs of restoration and/or renovation (cost of materials, cost of craftsmen's and/or artists' skills);

b) the costs of embellishment works other than pre-existing ones (provided that this does not result in a burden on Generali Italia);

c) the economic loss suffered by the Insured due to the total or partial destruction of the historical and/or artistic artefact.

In the event of a difference of opinion regarding the appropriateness and measure of the restoration and/or renovation expenses, as well as regarding the economic loss for the Insured due to total or partial destruction, the Parties henceforth agree to refer to the opinion of the competent Superintendency of Historical and Cultural Heritage for the territory where the damaged Building is located, to which a joint expert shall be formally appointed.

How the coverage works

This Cover operates at First Absolute Risk.

Limitations of coverage apply

The Cover is limited to the Coverage Limit per Claim and insurance year specified in the specific Policy section.

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

STABILE START		
Basic Cover		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Fire, Lightning, Explosion and Burst, Implosion, falling aircraft, sonic wave, smoke, gas and vapours, collapsing bridges, vehicle impact, falling lifts and hoists	–	Insured sum for the Building
Additional expenses		
– Demolition and clearing	–	specified in the Policy (even in excess of the Insured sum for the Building) – with a sublimit, for toxic and hazardous waste, of 5% of the same
– Loss of rents	–	– for a maximum of 12 months and up to 1/15th of the sum pertaining to the individual building unit in relation to the insured value for the Building
– Expenses due to lack of fitness-for-use of the Building	–	– 5% of the Indemnity payable with a maximum of EUR 5,000.00

– Redesign costs	–	– 5% of the Indemnity payable with a maximum of EUR 10,000.00
– Charges and Costs to Bodies and Authorities	–	– 5% of the Indemnity payable with a maximum of EUR 10,000.00
– Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics	–	– 20% of the Indemnity payable
Optional Covers		
Collapse and structural collapse	10% Uncovered Amount	
– Buildings less than or equal to 10 years old from the Year of construction		50% of the Insured sum for the Building
– Buildings older than 10 years and less than or equal to 30 years from the Year of construction		40% of the Insured sum for the Building
– Buildings older than 30 years from the Year of construction		30% of the Insured sum for the Building
Extension to the windows of common parts	Deductible per Claim (if any) specified in the Policy	Specified in the Policy
Extension to the windows of common parts	Deductible per Claim (if any) specified in the Policy	Specified in the Policy
Extension to the garden	Deductible per Claim EUR 250.00	– EUR 10,000.00 per Claim per insurance year for tree damage and replanting costs – EUR 2,000.00 per Claim per insurance year for additional expenses for residual clearing
Falling trees and plants	10% Uncovered Amount per Claim minimum of EUR 300.00	– 20% of the Insured sum for the Building with a maximum of EUR 50,000.00 per Claim per insurance year for damage to the Building – EUR 10,000.00 per Claim per insurance year for additional expenses for residual clearing
Extension for higher expenses for historical and artistic buildings		Coverage Limit per Claim per insurance year specified in the Policy

6 By way of departure from the provisions of Article 1900 of the Italian Civil Code

ATMOSPHERIC AND EXTRAORDINARY EVENTS

(OPTIONAL SECTION)

Under the Atmospheric and Extraordinary Events optional section, in order to purchase the optional Covers for Atmospheric Events, it is necessary to have purchased the corresponding Basic Covers.

What is insured? Atmospheric events Covers

Art. 2.8 Wind and Rain, Hail and Snow overload

What is insured

Generali Italia shall indemnify **direct property damage to the insured Building**, including damage to external installations (such as, without limitation, gates, boundary walls, fences, antennas and chimneys), as well as to the Thermal cladding, tanks and installations that are fixed by nature and destination, **as a result of**:

a) wind and things carried by it or collapsed by it

b) rain

c) hail

The following damages are included:

– those suffered by window and door frames, glass panes and skylights, **provided that they occurred directly as a result of breakages or harm caused to the Roof or walls by the violence of the atmospheric events referred to under a), b) and c)**;

– those suffered by crystals constituting and/or serving as external perimeter walls of the Building (so-called curtain walling) **provided they are directly caused by the violence of the atmospheric events referred to under a), b) and c)**;

– water damage inside the Building (**excluding, however, damage to the Contents**) **insofar as directly caused by atmospheric precipitation through damage caused to the Roof, walls or window and door frames by the violence of the atmospheric events referred to under a), b) and c)**;

– **those suffered by fibre cement and asbestos cement plates (eternit), provided they were directly caused by the violence of the atmospheric event referred to under point a)**.

d. snow overload on roofs, with total or partial collapse of the relevant load-bearing structures, **provided that the Building complies with the snow load standards in force at the time of its construction, or with standards introduced subsequently with retroactive effect**.

The following damages are included:

- those occurring inside the Building (**excluding, however, damage to the Contents**) either as a result of partial or total collapse of the Roof due to snow overload, or from water damage (**excluding damage to the Contents**) **provided that they are directly caused by atmospheric precipitation through harm caused by such collapse**;
- those of permanent deformation to the load-bearing structures of the Roof as a result of snow overload affecting their stability, **excluding, however, those suffered by wooden structures except those made of glued Laminated wood (UNI EN 14080) or Micro-laminated wood (UNI EN 14374)**.

What is NOT insured

In any case, the following damages are excluded:

- **breakage of glass panes, window and door frames and skylights, when the damage is not caused by the total or partial collapse of the Building;**
- **breakage and deformation of gutters;**

- **breakage of antennas and chimneys, when the damage is not caused by the total or partial collapse of the Building;**
- **those suffered by tiles and waterproofing, when the damage is not caused by total or partial collapse of the underlying load-bearing structure.**

When coverage begins and when it ends

The Cover starts at midnight on the 10th day following the day on which the contract takes effect.

In the event that the contract replaces another contract without interruption, this Cover will apply during the above-mentioned period under the conditions of the replaced contract.

What is NOT insured

Even if caused by the atmospheric events referred to under a) to d), the damages caused by the following are excluded:

a) tidal waves, tides, coastal storms, sea water penetration;

b) Floods and Inundation, formation of streams or external accumulation of water, and Flooding in general;

c) land subsidence, landslips and landslides;

d) frost, rime, drought, Lightning and atmospheric electricity in general;

e) dripping or dampness;

f) avalanches, deluges, and air displacements originating from them;

g) rupture or backflow or Blockage of rainwater drainage systems. The damages suffered by the following are also excluded:

h) buildings in a state of disrepair, under construction or undergoing renovation, canopies, tents, signs, solar/photovoltaic panels, open-air buildings, wooden, plastic buildings or buildings open on one or more sides or incomplete in their closures or window and door frames, verandas and roofs of balconies, terraces in general;

i) pressurised sheds, tensile structures, marquees and their Contents;

j) crystal or glass panes, including mirrors pertaining to entrances, staircases and other rooms in common parts, and panes placed into the Building as balcony parapets.

Limitations of coverage apply

The Cover operates:

– **with application of a 10% Uncovered Amount per Claim, with the minimum (if any) respectively specified in the specific Policy section for:**
  - **Wind and rain**
  - **Hail**
  - **Snow overload**
– **up to the amount per Claim of the percentages of the Insured sum under the Building Item, respectively specified in the specific Policy section for:**
  - **Wind and rain**
  - **Hail**
  - **Snow overload.**

The following sublimits per Claim per insurance year shall apply to damage caused by wind, rain and hail:

- **for damage to the Thermal cladding, EUR 20,000.00**
- **for damage to external installations, EUR 30,000.00**
- **for damage to crystals constituting and/or serving as external perimeter walls of the Building (so-called curtain walling), up to 10% of the Insured sum respectively specified in the specific Policy section for:**
  - **Wind and rain**
  - **Hail**

The sublimit of EUR 3,000.00 per Claim per insurance year shall apply to damage to fibre cement and asbestos cement plates (eternit) caused by wind and items carried by it.

Art. 2.8.1 Additional expenses

What is insured

If consequent to a Claim eligible for indemnification under the Wind and rain, Hail and Snow overload Cover, Generali Italia shall indemnify the additional expenses incurred for:

a) Demolition and clearing expenses

The expenses necessary to demolish, clear, transport and dispose of the residue of the Claim to the nearest suitable landfill site or to one imposed by the Authority.

Limitations of coverage apply

The cover operates within the limits of the respective Insured Sum for Wind and rain, Hail and Snow overload, with a limit of 10% of the Indemnity payable and with a maximum of EUR 100,000.00, reduced to EUR 20,000.00 for toxic and hazardous waste.

b) Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics

The higher expenses incurred for the repair or reconstruction of the Building according to nZEB (Nearly Zero Energy Building) construction characteristics.

Limitations of coverage apply

The cover operates within the limits of the respective Insured Sum for Wind and rain, Hail and Snow overload, up to 20% of the Indemnity payable.

Art. 2.9 Hail on fragile extension

What is insured

In addition to the Wind and rain, Hail and Snow overload Cover, Generali Italia shall indemnify direct property damage to window and door frames, glass panes, skylights and rigid plastic items (such as, by way of example, ondolux, polycarbonate) due to hail.

Limitations of coverage apply

The Cover operates:

- **with the limit per Claim specified in the specific Policy section;**
- **with application of the same Uncovered Amount per Claim specified in the Policy.**

What is insured? Optional Atmospheric events Covers

Art. 2.10 Snow Overload Extension

What is insured

In addition to the Wind and rain, Hail and Snow overload Cover, Generali Italia shall indemnify the direct property damage caused by:

a) breakage of window and door frames, glass panes, skylights, when the damage is not caused by the total or partial collapse of the Building;

b) breakage and deformation of gutters;

c) breakage of antennas and chimneys, when the damage is not caused by the total or partial collapse of the Building;

What is NOT insured

The damages suffered by the following are in any event excluded:

a) tents, signs and similar outdoor installations;

b) wooden, plastic buildings or buildings open on one or more sides or incomplete in their closures or window and door frames; verandas and roofs of balconies, terraces in general.

Limitations of coverage apply

The Cover operates:

- **with a limit of EUR 5,000.00 per Claim;.**
- **with application of a Deductible per Claim of EUR 500.00**

Art. 2.11 Extension to anemometer-equipped sunshades

What is insured

In addition to the provisions of the Wind and rain, Hail and Snow overload Cover, Generali Italia shall indemnify direct property damage to anemometer-equipped sunshades (a device used to measure wind speed capable of capturing wind fluctuations and determining their speed, so as to be able to respond promptly, via mechanical control, by closing the sunshade) as a result of:

a) wind and things carried by it or collapsed by it;

b) rain.

Limitations of coverage apply

The Cover operates:

- **with a limit of EUR 3,000.00 per Claim and with the limit specified in the specific Policy section per insurance year;**
- **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 500.00.**

Art. 2.12 Extension to open buildings and canopies

What is insured

In addition to the Wind and rain, Hail and Snow overload Cover, Generali Italia shall indemnify direct property damage to buildings and canopies open on one or more sides.

What is NOT insured

However, damage to property beneath them is excluded.

Limitations of coverage apply

The Cover operates:

- **with EUR 20,000.00 limit per Claim and insurance year**
- **with application of a Deductible per Claim of EUR 500.00**

What is insured? Extraordinary events Covers

Art. 2.13 Breakdowns caused by thieves and theft of fixtures and fittings

What is insured

Generali Italia shall indemnify damage caused by burglars to fixtures and fittings and the theft thereof relating to common parts, including:

- the entrance doors of individual dwellings and appurtenances;
- windows, French windows and entrances other than the entrance doors of dwellings on the ground floor.

If the Insurance relates to a single Building used as a single-family dwelling, the Cover only covers fixtures and fittings protecting external access.

What is NOT insured

Damage to Panes is, however, excluded.

Limitations of coverage apply

The Cover operates:

- **with the limits per Claim and the limit per insurance year specified in the specific Policy section.**

Art. 2.14 Socio-political events

What is insured

Generali Italia shall indemnify the following direct property damage suffered by the Building:

a) direct damage caused by Fire, Explosion and Burst occurring as a result of civil unrest, strikes and riots, as well as acts of terrorism or organised sabotage;

b) other damage caused by persons taking part in civil unrest, strikes, riots;

c) other damage caused by persons committing, individually or in association, acts of vandalism or with wilful misconduct, including acts of terrorism or sabotage;

d) damage resulting from Explosion and Burst of explosive devices;

e) damages occurring during theft or robbery, **except those caused by thieves to Fixtures and fittings**.

What is NOT insured

The following damages are, however, excluded:

a) resulting from theft;

b) from soiling;

c) occurring in the course of the confiscation, seizure, requisition of the insured Building by order of any Authority, de jure or de facto;

d) other than resulting from Fire, Explosion and Burst occurring in the course of non-military occupation lasting for more than five consecutive days.

Limitations of coverage apply

The Cover operates:

- **up to the amount per Claim of the percentage of the Insured sum under the Building Item specified in the specific Policy section, with a sublimit, for damage to the Thermal cladding, of EUR 20,000.00 per Claim per insurance year;**
- **with application of a 10% Uncovered Amount per Claim, with the minimum (if any) specified in the specific Policy Section.**

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

ATMOSPHERIC AND EXTRAORDINARY EVENTS		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Atmospheric events Covers		
Wind and rain, Hail and Snow overload	Uncovered Amount per Claim 10% minimum (if any) respectively specified in the Policy for: – Wind and rain – Hail – Snow overload	Per Claim, percentage of the Insured sum under the Building Item respectively specified in the Policy for: – Wind and rain – Hail – Snow overload
– damage to the Thermal cladding as a result of wind, rain and hail		– EUR 20,000.00 per Claim and insurance year
– damage to outdoor installations as a result of wind, rain and hail		– EUR 30,000.00 per Claim and insurance year
– damage suffered by the curtain walling of the Building as a result of wind, rain and hail		– 10% of the Insured sum respectively specified in the Policy for: – Wind and rain – Hail per Claim and insurance year
– damage to fibre cement and asbestos cement plates (eternit) caused by wind and items carried by it		– EUR 3,000.00 per Claim and insurance year
Additional expenses		within the respective Insured sum for Wind and rain, Hail and Snow overload
– Demolition and clearing		– 10% of the Indemnity payable with a maximum of EUR 100,000.00, reduced to EUR 20,000.00 for toxic and hazardous waste expenses

– Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics		– 20% of the Indemnity payable
Hail on fragile extension	10% Uncovered Amount per Claim minimum specified in the Policy	Specified in the Policy
Optional Atmospheric events Covers		
Snow overload extension	Deductible per Claim of EUR 500.00	EUR 5,000.00 per Claim
Extension to anemometer-equipped sunshades	Uncovered Amount per Claim 10% minimum EUR 500.00.	EUR 3,000.00 per Claim
		limit specified in the Policy per insurance year
Extension to open Buildings and canopies	Deductible per Claim of EUR 500.00	EUR 20,000.00 per Claim and insurance year
Extraordinary events Covers		
Breakdowns caused by thieves and theft of fixtures and fittings	–	– Limit specified in the Policy per Claim – limit specified in the Policy per insurance year
Socio-political events	10% Uncovered Amount per Claim minimum (if any) specified in the Policy	per Claim % Insured sum under the Building Item specified in the Policy – sub-limit for damage to the Thermal cladding EUR 20,000.00 per Claim and insurance year

CATASTROPHIC EVENTS

(OPTIONAL SECTION)

Under the optional Catastrophic events section, the basic Cover must have been purchased in order to purchase the optional Covers.

In addition, in order to purchase the Flooding and Water Bombs optional Cover, it is necessary to have also purchased the Flood, Inundation Cover.

Art. 2.15 Exclusion Period

For the Catastrophic events Covers there is a 15-day Exclusion Period and therefore, subject to the contractual deadlines, they operate:

- **from midnight of the 15th day following the day specified in the Policy, if the Premium, or the first instalment of the Premium, has been paid at that time;**
- **from midnight on the 15th day following the day of payment of the Premium or of the first Premium instalment, if payment is made afterwards.**

If the Cover replaces, without interruption, another one in force with Generali Italia for the same risk, during the aforesaid Exclusion Period, it operates at the same conditions envisaged for the replaced Cover.

Art. 2.16 Right of Withdrawal

Generali Italia and the Policyholder may withdraw from Catastrophic event Cover at any time, subject to 30 days' notice, to be given as described in the Communication between the parties article.

By the fifteenth day following the effective date of withdrawal, Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the period of risk not taken, excluding taxes.

What is insured? Basic Cover section

Art. 2.17 Earthquake

What is insured

Generali Italia shall indemnify direct property damage - including Fire, Explosion, Burst - to insured Building caused by Earthquake, **within the limits of the Sum specified in the specific Policy section, provided that the insured Building is located in an area identified among those affected by the Earthquake in the measures taken by the competent authorities**.

For the purposes of this Cover, the tremors recorded in the 72 hours following each event giving rise to the indemnifiable Claim shall be attributed to the same earth tremor, and the **related damages shall therefore be considered to be a single Claim. Underwriting of the Earthquake Cover is not permitted in the absence of activation of the Stabile Start basic Covers**.

What is NOT insured

The following damage is always excluded from insurance coverage:

a) **those caused by Explosion, emanation of heat or radiation resulting from transmutation of the nucleus of the atom or by radiation caused by artificial acceleration of atomic particles, even if such phenomena were caused by an Earthquake;**

b) **those caused by volcanic eruption, Inundation, Flood, even if consequent to Earthquake;**

c) **those caused by a lack of or abnormal production or distribution of electrical, thermal or hydraulic energy, if not related to the direct effect of the Earthquake on the insured Building;**

d) those caused by theft, loss, robbery, looting or attributable to shortages of any kind;

e) indirect damage, such as changes in construction, lack of rent, lack of enjoyment or commercial or industrial income, suspension of work or any damage that does not affect the materiality of the insured Building;

f) those to pressurised sheds, marquees and tensile structures;

g) those to buildings that do not comply with the legal technical standards and any local regulations on construction in seismic areas on the date of their construction.

The Earthquake Cover does not apply to buildings constructed without the necessary building authorisations in accordance with the urban planning regulations in force, as well as those declared uninhabitable by an order of the Authority at the time of activation of this Cover.

Limitations of coverage apply

In the event of a Claim, payment of the Indemnity shall be made as follows:

- **with the application of the Deductible specified in the specific Policy Section;**
- **under no circumstances shall Generali Italia indemnify, for one or more Claims occurring during the same insurance year, an amount exceeding that specified in the specific Policy section.**

Art. 2.17.1 Construction characteristics of the building - Non-compliant declarations and doubling of the Deductible

The Cover is provided only and exclusively if the insured Building:

- **is not under construction or renovation;**
- **is in a good static and maintainance condition;**
- **has characteristics corresponding to those declared in the specific Policy section under the Building Construction Type heading:**

For Earthquake damage, the degree of risk depends on the Building Construction Type and is increasing in the following order:

- **Reinforced concrete (–> definitions)**
- **Green Building / Wood (–> definitions)**
- **Steel (–> definitions)**
- **Masonry (–> definitions)**

If, at the time of the Claim, it is established that the Building is of a more hazardous Construction type than that declared in the specific Policy section, the Deductible specified in the Policy is doubled.

What is insured? Optional Covers section

Art. 2.18 Flood, Inundation

What is insured

Generali Italia shall indemnify direct property damage - including Fire, Explosion, Burst - caused to the insured Building by Flood and Inundation.

Underwriting of the Flood, Inundation Cover is not permitted in the absence of activation of the Earthquake Cover.

What is NOT insured

The following damages are always excluded from cover:

a) those caused by coastal storm, tide, tidal wave, sea water penetration, dampness, dripping, seepage, infiltration, failure or breakdown of automatic extinguishing systems;

b) those caused by a lack of or abnormal production or distribution of electrical, thermal or hydraulic energy that is not a direct result of the inundation or Flood on the insured Building;

c) those due to Flooding and Water bombs;

d) those caused by sewer overflow or backflow not directly related to the event;

e) landslide, subsidence or landslip;

f) to mobile open-air buildings;

g) to buildings in floodplain areas; floodplain area means the portion of land between the river lean riverbed (the furrow through which the watercourse flows when it has its lowest flow) and the main embankment.

Limitations of coverage apply

The Cover operates:

- **with the application of a 10% Uncovered Amount per Claim, with the minimum specified in the specific Policy section;**
- **up to the percentage per insurance year of the Insured sum under the Building Item specified in the specific Policy section. In the case of damage to basement and semi-basement rooms, this percentage shall be reduced by 50%.**

Art. 2.19 Flooding and Water Bombs

What is insured

In addition to the Flood, Inundation Cover Generali Italia shall also indemnify direct property damage caused to the insured Building by Flooding and Water Bombs.

What is NOT insured

Generali Italia does not indemnify damages:

a) covered by the Flood, Inundation Cover.

b) caused by coastal storms, tide, tidal wave, sea water penetration;

c) occurring as a result of damage caused to the roof, walls or window and door frames by wind or hail;

d) caused by water leaking from automatic extinguishing systems;

e) caused by frost, defrost, dampness, including rising damp, dripping, seepage, infiltration, including those resulting from the event subject to this Cover;

f) landslide, subsidence or landslip.

Limitations of coverage apply

The Cover operates:

- **with application of a 10% Uncovered Amount per Claim, with the minimum specified in the specific Policy section;**
- **up to the Sum specified in the specific Policy section per insurance year;**
- **for damage to basement and semi-basement rooms, up to 50% of the aforesaid Sum.**

Art. 2.20 Additional expenses

What is insured

Generali Italia shall indemnify **within the limit per insurance year specified in the Policy for the Cover affected by the Claim and in any case, if more than one Catastrophic events Cover is affected, within the Insured sum for the Building Item**, the expenses necessary to demolish, clear, transport and process and dispose of the residue of the Claim to the nearest suitable landfill site or to one imposed by the Authority, if these expenses are a consequence of damage eligible for indemnification under one or more of the Catastrophic events Covers and if, in the settlement phase, the proportional rule under the Partial Insurance (proportional rule) article does not apply.

Limitations of coverage apply

This extension operates with the following limits per Claim:

- **EUR 10,000.00, if the indemnifiable damage is less than or equal to EUR 100,000.00;**
- **10% of the indemnifiable damage, with a limit of EUR 50,000.00, if the indemnifiable damage exceeds EUR 100,000.00.**

If resulting from a Claim eligible for indemnification under one or more of the Catastrophic events Covers, Generali Italia, **within the limit per insurance year specified in the Policy for the Cover affected by the Claim and in any case, if more than one Catastrophic events Cover is affected, within the Insured sum for the Building Item**, shall also indemnify the additional expenses incurred **for the repair or reconstruction of the Building in accordance with nZEB (Nearly Zero Energy Building) construction characteristics**.

Limitations of coverage apply

Cover is limited to 20% of the Indemnity payable.

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

CATASTROPHIC EVENTS		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Basic Covers Section		
Earthquake	Deductible specified in the Policy (doubled in the event of a non-compliant declaration on the Building Construction Type, with aggravation of danger)	Per insurance year % Insured sum under the Building Item specified in the Policy
Optional Covers section		
Flood, Inundation	10% Uncovered Amount per Claim minimum specified in the Policy	Per insurance year percentage of the Insured sum under the Building Item specified in the Policy
Flooding and Water Bombs	10% Uncovered Amount per Claim minimum specified in the Policy	Per insurance year Sum specified in the Policy (limits reduced to 50% for damage to basement and semi-basement rooms)

Operational for all section activated Covers		
Additional expenses	–	within the limit per insurance year specified in the Policy for the Cover affected by the Claim and in any case within the Insured sum for the Building Item
– Demolition and clearing	–	– EUR 10,000.00 per Claim if the indemnifiable damage is < than EUR 100,000.00 – 10% of the indemnifiable damage with a maximum of EUR 50,000.00 per Claim if the indemnifiable damage is > than EUR 100,000.00
– Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics	–	20% of the Indemnity payable

WATER AND ELECTRICAL SYSTEMS

(OPTIONAL SECTION)

Under the optional Water and electrical systems section, in order to purchase the optional Water System Covers, it is necessary to have purchased the corresponding basic Covers.

What is insured? Basic Water System Cover

Art. 2.21 Piped water

What is insured

Generali Italia shall indemnify, **within the limits of the Insured sum under the Building Item**, the direct property damage to the Building itself deriving from the leakage of piped water following the accidental breakage of fixed water, sanitation, heating or air-conditioning, technical and fire-fighting pipes and systems, including underground systems, as well as rainwater collection and drainage systems serving the Building.

What is NOT insured

The damages caused by water spillage occurring as a result of the following are excluded:

a) rupture caused by frost;

b) Blockage of pipes and ducts;

c) sewer backflow or overflow;

d) failure or abnormal functioning of the systems without breakage of the systems or any part thereof;

e) dampness, dripping;

f) resulting from business interruption.

Damages to the Building caused by the following are also excluded:

- **structural failure of the same, which is not a direct consequence of an indemnifiable Claim under this Cover;**
- **landslip or subsidence;**

The costs of demolition, clearing and restoration of parts of the Building and systems, incurred in searching for or eliminating the breakage that gave rise to the water spillage, are always excluded.

Limitations of coverage apply

The Cover operated with application, for each Claim, of the Deductible (if any) specified in the specific Policy section;

If the Deductible agreed in the Policy does not exceed the amount of EUR 250.00, in the event of an indemnifiable damage, if the Insured resorts to Direct repair by the appointed provider/expert (Indemnity in kind), the Deductible shall not be applied, limited only to the part of the repaired damage.

EXAMPLE

Indemnifiable Claim involving the walls of a flat, some of which are panelled in wood (boiserie)

- For the restoration of damaged masonry walls, the provider/technician intervenes under Direct repair and, if the Deductible chosen for the Cover does not exceed the amount of EUR 250.00, the same does not apply;
- For the restoration of wood-panelled walls (boiseries), the Insured shall not have recourse to Direct Repair, and the agreed Deductible shall be applied to the indemnifiable expenses incurred by the Insured for such restoration.

Art. 2.22 Damage to third-party property in basement/semi-basement premises

What is insured

Generali Italia shall be liable for damage to Chattels located in underground or semi-basement rooms as a result of an indemnifiable claim under the Purchased Water System Cover.

What is NOT insured

For the purposes of this extension, the provisions of Articles Persons not considered third parties and Exclusions of the Specific Terms and Conditions Asset Protection apply.

Limitations of coverage apply

The Cover applies:

- **up to EUR 100,000.00 per claim and insurance year, with the exception of motor vehicles for which the entire Coverage Limit for Third Party Liability Policy shall apply;**
- **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 500.00,**

Art. 2.23 Business interruption damage resulting from water

What is insured

Generali Italia is required to indemnify third-party damage resulting from the total or partial interruption or suspension of the use of goods as well as industrial, commercial, craft, agricultural or service and professional activities, provided that they are the consequence of a claim eligible for indemnification under the Water System Cover purchased.

What is NOT insured

For the purposes of this extension, the provisions of Articles Persons not considered third parties and Exclusions of the Specific Terms and Conditions Asset Protection apply.

Limitations of coverage apply

The Cover applies:

- **up to EUR 50,000.00 per Claim and per insurance year;**
- **with the application of a 10% Uncovered Amount with a minimum of EUR 250.00 per Claim.**

What is insured? Optional covers Water System

Art. 2.24 Frost

What is insured

Generali Italia is liable for direct property damage to the Building caused by water spillage occurring as a result of breakages caused by frost.

Limitations of coverage apply

The Cover applies:

- **With a limit of EUR 3,000.00 per Claim and with the limit indicated in the specific Policy Section per insurance year;**
- **with the application of the Policy Deductible (if any) per Claim.**

Art. 2.25 Pipeline blockage and sewer backflow

What is insured

Generali Italia is liable for direct property damage to the Building caused by water spillage, including sewage, oc-

curring as a result of the blockage of water, sanitary, heating or air-conditioning system pipes, as well as sewerage pipes up to the point of connection to the public sewerage system.

What is NOT insured

However, damage caused by blockage of

a) pipes and conduits for collecting and draining rainwater not caused by hail and snow;

b) the public sewerage system is excluded from this extension.

Limitations of coverage apply

The Cover applies:

- **with a limit of EUR 3,000.00 per Claim and with the limit indicated in the specific Policy section per insurance year;**
- **for damage caused by Blockage of rainwater collection and drainage pipes and conduits caused by hail or snow with a limit of EUR 3,000.00 per Claim and EUR 5,000.00 per insurance year;**
- **with the application of the Policy Deductible (if any) per Claim.**

Art. 2.26 Water damage, gas blockage and leakage search and repair

What is insured

1) In the event of direct property damage to the insured Building eligible for indemnification under the Covers set forth in the articles Piped water and/or Blockage of pipelines and sewerage backflow Generali Italia shall reimburse the expenses:

b) incurred in repairing and replacing pipes and their fittings whose rupture or blockage caused the leakage of piped water;

c) strictly connected to and necessary for the search for the rupture or blockage that gave rise to the leakage of piped water (also by means of instrumental investigations in order to contain the costs of the search);

d) necessarily incurred for the demolition (including clearing, disposal and transport of the residue) and restoration of parts of the insured Building resulting from the search for the breakage or Blockage.

2) Generali Italia shall reimburse the aforementioned expenses **even in the absence of direct property damage to the insured Building**.

What is NOT insured

Search and repair costs arising from:

- **rainwater infiltration;**
- **frost are excluded.**

Also excluded are expenses relating to the search and repair of:

- **external (non-walled) rainwater collection and drainage systems;**
- **basement installations and piping;**
- **irrigation water systems;**
- **all pool facilities.**

3) The Cover also operates in the event of **gas leakage** relating to the distribution systems within the competence of the insured Condominium, placed at the service of the Building ascertained by the emergency response team of the Distribution Company.

In this case, Generali Italia shall indemnify:

- the costs incurred in repairing or replacing the section of pipe (understood as the set of pipes, bends, fittings and accessories) that gave rise to the gas leakage;
- the costs necessarily incurred for the demolition (including clearing, disposal and transport of the residue) or restoration of parts of the insured Building resulting from the search for the dispersal.

What is NOT insured

All expenses, other than those listed above, necessary to bring the systems serving the Building into compliance with the applicable laws are excluded.

Limitations of coverage apply

The Cover applies:

- **For the covers referred to in points 1. and 2., with the limit per Claim and the limit per insurance year indicated in the specific Policy section;**
- **For cover under section 3., with a limit of EUR 1,200.00 per Claim and EUR 3,500.00 per insurance year;**
- **For the covers referred to in points 1., 2. and 3., with the application of the Deductible per Claim indicated in the specific Policy section (if any). For the cover referred to in point 3, if the emergency service of the distribution company, for whatever reason, having ascertained the request for intervention by the Insured, does not intervene, the 20% Uncovered Amount per Claim shall apply and the aforementioned Deductible shall be considered the minimum Uncovered Amount.**

  If the Deductible agreed in the Policy does not exceed the amount of EUR 250.00, in the event of an indemnifiable damage, if the Insured resorts to direct Repair by the appointed provider/expert (Indemnity in kind), the Deductible shall not be applied, limited only to the part of the repaired damage.

Art. 2.27 Extension of blockage elimination costs (canal jet)

What is insured

In addition to the provisions of the Search and repair of water damage, blockages and gas leaks Cover, Generali Italia shall reimburse the expenses borne for the intervention of companies specialised in eliminating the blockage that gave rise to the water leakage damage, through the use of probes or jets of water at high pressure (canal jet), **excluding any damage caused by the intervention itself**.

What is NOT insured

This extension does not apply if the blockage is found in drainage pipes of the public network.

Limitations of coverage apply

This extension applies:

- **with the limit per Claim and the limit per insurance year indicated in the specific Policy section;**
- **with application of the Deductible per Claim of EUR 200.00.**

Art. 2.28 Extension of search and repair costs to underground pipes

What is insured

In addition to the provisions of the Search and repair of water damage, blockages and gas leaks Cover, in the event of a break in underground pipes, Generali Italia, **even in the absence of direct property damage to the insured Building** shall reimburse the expenses:

a) incurred to repair or replace underground pipes (and their fittings) whose rupture caused the leakage of piped water;

b) strictly connected to and necessary for the search for the rupture that gave rise to the leakage of piped water (also by means of instrumental investigations to contain the costs of the search);

c) necessarily incurred for the demolition (including clearing, disposal and transport of the residue) or restoration of parts of the insured Building resulting from the search for the breakage.

What is NOT insured

Excluded are expenses arising from:

a) rainwater infiltration;

b) frost;

c) Blockage or backflow of sewers;

d) breakage of swimming pool loading and unloading systems;

e) breakage of irrigation systems.

Limitations of coverage apply

The Cover applies:

- **with a limit per claim of EUR 2,500.00 and the limit per insurance year indicated in the specific Policy section;**
- **with the application of the Deductible per Claim indicated in the specific Policy Section.**

If the Deductible agreed in the Policy does not exceed the amount of EUR 500.00, in the event of an indemnifiable damage, if the Insured resorts to direct Repair by the appointed provider/expert (Indemnity in kind), the Deductible shall not be applied, limited only to the part of the repaired damage.

Art. 2.29 Reimbursement of higher costs in invoices for water leaks

What is insured

Generali Italia, **in the event of a claim eligible for indemnification under the Piped water Cover** shall reimburse the higher amount invoiced by the water company due to the consumption of water deriving from hidden leaks, i.e., leaks occurring in a part of the system that is buried, walled in or not directly visible from the outside.

What is NOT insured

Excluded are any reimbursements received from policies taken out for coverage with the water utility company or any reductions in the amount of the excess invoice under the supply contract, which shall therefore be deducted from the Indemnity.

How the coverage works

The Cover applies only if the payment invoice issued by the company providing the water service shows a water consumption that - in proportion to the billing period (quarter, semester, etc.) within which the harmful event occurred - exceeds the average of the consumptions billed in the two previous years, or in the shorter period since the activation of the utility, increased by 20%.

If the utility has been activated for less than two years, reference will be made to the historical average consumption for the period since the activation of the utility.

In the case of the first invoice, the historical average of consumption will correspond to twice the committed contractual minimum.

The amount reimbursed is calculated by applying to the higher consumption thus calculated the rates in force at the time of the Claim by type of service.

Limitations of coverage apply

The Cover applies:

– **with the limit per Claim and per insurance year indicated in the specific Policy Section;**

– **with the application of the Deductible per Claim indicated in the specific Policy Section.**

Art. 2.30 Extension to paving expenses no longer available

What is insured

In addition to the provisions of the Search and repair of water damage, blockages and gas leaks Cover, if the flooring is no longer available on the market, Generali Italia reimburses the expenses incurred for resurfacing the entire room.

Limitations of coverage apply

The Cover applies:

– **with the limit per Claim and the limit per insurance year indicated in the specific Policy Section.**

What is insured? Electrical system Cover

Art 2.31 Electrical damage to common systems

What is insured

Generali Italia shall indemnify direct property damage caused to the electrical systems, apparatuses and electrical and electronic machines and relative components serving the Common parts of the insured Building and relative appurtenances (including gates) by currents, discharges or other electrical phenomena, from whatever cause, including the action of Lightning and atmospheric electricity.

What is NOT insured

The following damages are excluded:

a) to electrical transformers, to current generators;

b) caused by defects in materials and construction or due to wear and tear or tampering;

c) to electricity and telephone systems owned by utilities;

d) to installations exclusively serving individual building units and their appurtenances.

How the coverage works

This Cover operates at First Absolute Risk.

Limitations of coverage apply

The Cover applies:

– **with the limit per claim and per insurance year indicated in the specific Policy section, and, for electric vehicle charging stations (owned by or loaned for use to condominium owners) with a sublimit per Claim of EUR 3,000.00 and per insurance year of EUR 10,000.00;**

– **with application of the Deductible per Claim indicated in the specific Policy section (if any). If the Deductible agreed in the specific Policy Section does not exceed the amount of EUR 200.00, in the event of an indemnifiable damage, if the Insured resorts to direct repair by the appointed provider/expert (Indemnity in kind), the Deductible shall not be applied, limited only to the part of the repaired damage**

EXAMPLE

Indemnifiable Claim with damage to the intercom system and the electronic card for the automatic opening of the access gate to the condominium area

- For the intercom system, the provider/expert in charge intervenes in Direct Repair and carries out the repair and, if the Deductible chosen for the Cover does not exceed the amount of EUR 200.00, the same does not apply;
- The electronic board for the automatic opening of the gate is irreparable and must therefore be replaced in its entirety, and the agreed Deductible shall be applied to the replacement costs incurred by the Insured.

– **for electric charging stations (owned by or on loaned for use to condominium owners) for charging electric vehicles with the application of a 20% Uncovered Amount per Claim with a minimum of EUR 300.00.**

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

WATER AND ELECTRICAL SYSTEMS		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Basic covers Water System		
Piped water	Deductible specified in the Policy (if any)	Insured sum for the Building
Damage to third-party property in basement/semi-basement rooms	Uncovered Amount per Claim 10% minimum of EUR 500.00	EUR 100,000.00 per Claim and insurance year (third-party liability Coverage Limit for motor vehicles)
Business interruption damage resulting from water	Uncovered Amount per Claim 10% minimum EUR 250.00	EUR 50,000.00 per Claim and insurance year
Optional covers Water System		
Frost	Deductible specified in the Policy (if any)	– EUR 3,000 per Claim – limit stated in the Policy per insurance year
Pipeline blockage and sewer backflow	Deductible specified in the Policy (if any)	– EUR 3,000 per Claim – limit stated in the Policy per insurance year
– Damage from blockage of pipes and rainwater collection/discharge pipes caused by hail or snow		– EUR 3,000.00 per Claim – EUR 5,000.00 per insurance year
Water damage, gas blockage and leakage search and repair	Deductible per Claim indicated in the Policy (if any) for gas leakage 20% Uncovered Amount with a minimum equal to the Deductible in the event of non-intervention by the utility company	Limit per Claim and Insurance Year stated in the Policy with a gas leakage limit of EUR 1,200.00 per Claim and EUR 3,500.00 per insurance year
Extension of blockage elimination expenses (canal jet)	Deductible per Claim 200.00 euro	Limit per Claim and Insurance Year stated in the Policy
Extension of search and repair costs to underground pipes	Deductible per Claim specified in the Policy	2,500.00 euro per Claim and limit per insurance year stated in the Policy

Reimbursement of higher costs in invoices for water leaks	Deductible per Claim specified in the Policy	Limit per Claim and Insurance Year stated in the Policy
Extension to paving expenses no longer available		Limit per Claim and Insurance Year stated in the Policy
Electrical System Cover		
Electrical damage to common systems	– Deductible per Claim specified in the Policy – for charging stations Uncovered Amount per claim 20% with a minimum of EUR 300.00	Limit per Claim and Insurance Year stated in the Policy with a limit for charging stations of: – EUR 3,000.00 per Claim – 10,000.00 EUR per insurance year

SOLAR THERMAL AND PHOTOVOLTAIC SYSTEM

(OPTIONAL SECTION)

Under the optional Solar thermal and photovoltaic system section, the Basic Cover must have been purchased in order to purchase the Basic Cover.

What is insured? Basic cover section

Art. 2.32 Solar thermal and photovoltaic system: Fire, electrical phenomena and other damage

What is insured

Generali Italia shall indemnify **within the limits of the Insured sum indicated in the specific Policy section** the direct property damage caused by the events indicated below to the solar thermal and/or photovoltaic systems existing in the location indicated in the Policy (architecturally integrated or non-integrated) provided that they are fixed to the appropriate supports, tested and ready for their intended use.

FIRE AND OTHER EVENTS

a) Fire;

b) Explosion and Burst not caused by explosive devices;

c) Lightning, **with the exclusion of consequential electrical phenomena**;

d) Implosion;

e) Falling aircraft and spacecraft, their parts or things carried by them, and celestial bodies, **excluding explosive devices**;

f) Sonic wave caused by aircraft or objects in general moving at supersonic speed;

g) Collision of road vehicles not belonging to or in use by the Policyholder or Insured in transit on the public road or areas similar to it, as well as on areas, including private areas, that are exclusively pertaining to the insured Building.

WEATHER EVENTS

h) Weather events limited to wind and things dragged by it and hail.

Wet damage is included:

- occurring inside the Building (excluding damage to the contents), provided that it was directly caused by atmospheric precipitation through damage caused to the Roof, walls or window and door frames by the violence of the atmospheric events described above;
- occurring as a result of the blockage of rainwater collection and drainage pipes and conduits caused by hail or snow.

What is NOT insured

Damages caused by:

- **spillage of the usual banks of natural or artificial watercourses or basins;**
- **coastal storm surge, sea water penetration;**
- **formation of streams, external accumulation of water, rupture or backflow of drainage systems;**
- **frost;**
- **snow overload, except as provided for in the following chapter SNOW OVERLOAD;**
- **dampness, dripping, seepage, infiltration;**

- **landslide, subsidence or landslip are excluded;**

even if they occurred as a result of the events referred to above.

Limitations of coverage apply

For Wind and things carried by it, Cover is subject to the application of an Uncovered Amount for each Claim per insured system of:

- **10% with a minimum of EUR 250.00 if the system is architecturally integrated;**
- **20% with a minimum of 750.00 euro if the installation is not integrated and the relevant Insured sum is less than or equal to 10,000.00 euro;**
- **20% with a minimum of EUR 1,000.00 if the installation is not integrated and the relevant insured sum exceeds EUR 10,000.00.**

For Hail, the Cover applies:

- **up to 40% of the insured sum per Claim for the solar thermal and photovoltaic system;**
- **with the application for each Claim of an Uncovered Amount of:**
  - **10% with a minimum of EUR 750.00 if the insured Sum is less than or equal to EUR 10,000.00;**
  - **10% with a minimum of EUR 1,000.00 if the Insured Sum exceeds EUR 10,000.00.**

SNOW OVERLOAD

i) Total or partial collapse of the Roof of the Building on which the equipment is installed due to Snow overload.

What is NOT insured

Damages caused by:

a) avalanches and deluges;

b) frost, from whatever cause caused.

Limitations of coverage apply

The Cover applies:

- **up to 50% of the insured sum per Claim for the solar thermal and photovoltaic system;**
- **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 250.00,**

When coverage begins and when it ends

The Snow overload Cover starts at midnight on the 10th day following the day on which the contract takes effect.

In the event that the contract replaces another contract without interruption, this Cover will apply during the above-mentioned period under the conditions of the replaced contract.

SOCIO-POLITICAL AND MALICIOUS EVENTS

j) Socio-political events:

- civil unrest, strikes and riots;
- malicious acts, including acts of vandalism, terrorism and sabotage, committed by persons other than the Policyholder, the Insured, members of their Household or legal representatives, unlimited liability partners, directors and members of their respective Household.

What is NOT insured

The following damages are excluded:

- **occurring in the course of confiscation, seizure, requisition of the insured items by order of any authority, de jure or de facto, or during lockouts;**
- **occurring in the course of non-military occupation of the property on which the insured items is located, if the occupation lasts for more than five consecutive days;**
- **from soiling;**
- **if caused by direct or indirect acts of terrorism originating from contamination of biological and/or chemical substances.**

Limitations of coverage apply

The Cover applies:

- **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 250.00,**

How the coverage works

This Cover operates at Whole Value.

THIRD-PARTY RECOURSE

What is insured

Generali Italia also undertakes to indemnify the Insured **up to the Coverage Limit indicated in the Policy for Third Party Liability cover, with a limit of EUR 3,000,000.00**, of the amounts for capital, interest and expenses that it is required to pay - as civilly liable pursuant to the law - for material damage directly caused to third-party property by Fire, Explosion and Bursting that have affected the insured systems.

What is NOT insured

For the purposes of this extension, the provisions of Article Persons not considered third parties of the Specific Terms and Conditions Asset Protection apply.

The following damages are excluded:

a) **caused by acts of war, insurrection, military occupation and invasion;**

b) **caused by Explosion or the emission of heat or radiation resulting from the transmutation of the nucleus of the atom or the artificial acceleration of atomic particles;**

c) **caused maliciously by the Policyholder or the Insured, their family members or cohabiting partners, the Directors or Shareholders with unlimited liability, the Legal Representative;**

d) **caused by tidal waves, volcanic eruptions, landslips, inundation, floods and Flooding;**

e) **loss, theft, robbery, extortion, or attributable to shortages of any kind of insured items occurring during the events for which the insurance is provided;**

f) **of Electrical Phenomenon as well as any other cause, even if due to Lightning or other events for which insurance is provided;**

g) **due to mechanical failures in general;**

h) **indirect of any kind.**

ELECTRICAL PHENOMENA AND MACHINE BREAKDOWNS

What is insured

Generali Italia also indemnifies direct property damage caused to insured systems by:

a) currents, discharges or other electrical phenomena, even if resulting from Lightning.

What is NOT insured

Damage caused by wear and tear, tampering or lack of maintenance is excluded

b) mechanical failures due to vibrations, unforeseeable stresses, foreign bodies, inexperience, negligence, failure or malfunction of control and monitoring equipment, regulation and signalling automatisms.

What is NOT insured

The following damages are excluded:

a) if caused by wear and tear, deterioration, wear and tear, corrosion, oxidation that are a natural result of operation or use, or are caused by the gradual effects of atmospheric events;

b) occurring as a result of assembly and disassembly, maintenance and overhaul;

c) to the electronic modules and components of the insured installations (including the costs of searching for and identifying defects), the elimination of which is covered by the services normally included in the technical assistance contracts, namely

- **functionality checks;**
- **preventive maintenance;**
- **elimination of disturbances and defects as a result of wear and tear;**
- **elimination of damage and disturbances (spare parts and labour costs) occurring during use without external cause.**

Limitations of coverage apply

The Cover applies:

– **up to 15% of the Insured sum per Claim for the solar thermal and photovoltaic system;**

– **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 100.00,**

How the coverage works

The Cover applies at First Absolute Risk.

What is NOT insured

The following damages are excluded:

a) occurring during acts of war, insurrection, military occupation, invasion if the claim is related to such events;

b) occurring on the occasion of Explosion or the issuance of heat or radiation resulting from the transmutation of the nucleus of the atom, as well as on the occasion of radiation caused by the artificial acceleration of atomic particles, only if the claim is related to such events;

c) caused maliciously by the Policyholder or the Insured, their family members or cohabiting partners, the Directors or Shareholders with unlimited liability, the Legal Representative;

d) caused by Earthquakes, inundation, tidal waves, volcanic eruptions, landslides, flooding;

e) indirect damage in general, such as loss of use of equipment, loss of income, or any damage that does not relate to the materiality of the insured items;

f) for which the manufacturer, seller or lessor of the insured facilities is liable by law or contract.

THIRD PARTY LIABILITY

What is insured

Generali Italia also undertakes **up to the lesser of the amount indicated in the Policy for Third Party Liability Cover and EUR 1,500,000.00** to indemnify the Insured for the amount that the latter is required to pay, as civilly liable pursuant to the law, by way of compensation (capital, interest and expenses), for damage involuntarily caused to third parties due to death, personal injury and destruction or deterioration of property as a consequence of an accidental event occurring in relation to the ownership of the insured systems.

Interruption of activities

This Cover also applies to damages resulting from the interruption or suspension - total or partial - of the use of goods, as well as industrial, commercial, agricultural, service and professional activities.

How the coverage works

This business interruption extension shall only apply to loss or damage resulting from a claim eligible for indemnification under the Cover.

Limitations of coverage apply

This business interruption extension shall operate, for damage to Chattels, up to 20% of the Coverage Limit set out in the Policy ofr Third-Party Liabilty for Solar thermal and photovoltaic system.

What is NOT insured

For the purposes of this extension, the provisions of Articles Persons not considered third parties and Exclusions of the Specific Terms and Conditions Asset Protection apply.

However, damages for loss of production of energy for resale to third parties are excluded.

Art. 2.32.1 Additional expenses

What is insured

Generali Italia shall indemnify **even in excess of the Insured sum for solar thermal and/or photovoltaic systems** the expenses necessary to demolish, clear, transport and dispose of the residues of the Claim at the nearest rubbish dump or at the one imposed by the Authority.

Limitations of coverage apply

The Indemnity payable by Generali Italia for such expenses shall not exceed 10% of the Indemnity payable for plant damage.

What is insured? Optional section cover

Art. 2.33 Theft for solar thermal and photovoltaic system

What is insured

Generali Italia shall indemnify **within the limit of 50% of the Insured sum for the solar thermal and photovoltaic system indicated in the specific Policy section** the direct property damage to the solar thermal and/or photovoltaic systems (architecturally integrated or not) fixed to the appropriate supports, tested and ready for their intended use existing in the location indicated in the Policy caused by:

– **Theft inside the Building** committed by breaking into premises that give access to the insured installations:

- **by burglary**: when the perpetrators have gained entry to the premises by breaching the external defences by breaking into the means of protecting and locking the premises;
- **by breaking and entering**: when the perpetrators have broken into the premises by breaking through walls, floors or ceilings of the premises;

- **with the use of picks or similar tools**: when the perpetrators have gained entry to the premises with the use of picks or similar tools.

Limitations of coverage apply

If no break-in or burglary of the means of protection and closure of the premises is ascertained, the Cover shall be subject to a 20% Uncovered Amount per Claim.

The Cover extends to damage to installations in the event of theft or attempted theft, including vandalism.

– **Theft outside the Building only if**:

- the systems are installed in external spaces of the Condominium;
- the panels are firmly anchored to the Building;
- the manufacturer's installation and operating regulations are complied with;
- the theft occurred by unhooking or breaking the brackets to which the implants are attached.

The Cover is provided on the essential assumption that the required measures have been taken and therefore no indemnity will be due in the absence thereof.

Limitations of coverage apply

The Cover applies:

– **with the application of a 10% Uncovered Amount per Claim with a minimum of EUR 1,000.00.**

How the coverage works

This Cover operates at First Absolute Risk.

What is NOT insured

The following damages are excluded:

a) occurring in connection with acts of war, insurrection, civil unrest, strikes, riots, acts of terrorism or organised sabotage, military occupation, invasion, provided that the claim is related to such events;

b) caused maliciously by the Policyholder, the Insured or their family members or cohabiting partners;

c) indirect such as expected profits, damages for loss of enjoyment or use or other possible harm.

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

SOLAR THERMAL AND PHOTOVOLTAIC SYSTEM		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Basic covers section		
Solar thermal and photovoltaic system: Fire, electrical phenomena and other damage		
Fire and other events	–	Insured sum for the System

– Atmospheric events	Uncovered Amount per Claim: – for integrated system 10% minimum EUR 250.00; – for non-integrated systems 20% minimum 750.00 or 1,000.00 euro if the Insured sum is < or > of 10,000.00 euro respectively	Insured sum for the System
– Hail	Uncovered Amount per Claim: – 10% minimum EUR 750.00 if the Insured sum is < EUR 10,000.00; – 10% minimum EUR 1,000.00 if the Insured sum is > of EUR 10,000.00	40% of the Insured sum for the System
– Snow overload	Uncovered Amount per Claim 10% minimum EUR 250.00	50% of the Insured sum for the System
– Socio-political and malicious events	Uncovered Amount per Claim 10% minimum 250.00	Insured sum for the System
– Third-party recourse		Third-party liability Coverage Limit of EUR 3,000,000.00
– Electrical phenomena and machine breakdowns	Uncovered Amount per Claim 10% minimum of EUR 100.00	15% of the Insured sum for the System
– Third party civil liability		Lower of third-party liability Coverage Limit and EUR 1,500,000.00 – for property damage limit 20% for interruption of activities
– Additional expenses		10% of the Indemnity payable for damage to the System.
Optional section cover		
Theft for solar thermal and photovoltaic system		50% of the Insured sum for the System
– Theft inside the Building	20% Uncovered Amount in the absence of burglary or break-in	
– Theft outside the Building	Uncovered Amount 10% minimum EUR 1,000.00	

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(OPTIONAL SECTION)

What is insured? Optional covers

SPECIAL FLAT

Art. 3.1 Fire of the contents of individual housing units

What is insured

Generali Italia shall indemnify **within the limits of the Insured sum indicated in the specific Policy section** the direct property damage to the Contents of the individual housing units and the respective appurtenances communicating with the living quarters caused by:

a) **Fire** including failures resulting from an order of the Authority for the purpose of preventing or stopping the Fire, as well as failures that are not recklessly caused by the Insured or a third party for the purpose of preventing or stopping the Fire;

b) **Explosion or Burst** even if they occurred outside the Building, **provided they are not caused by explosive devices resulting from socio-political events**;

c) **mechanical action of Lightning**;

d) **Implosion**;

e) **falling aircraft and spacecraft** their parts or things carried by them, excluding explosive devices and **celestial bodies**;

f) **sonic wave** caused by aircraft and objects in general moving at supersonic speed;

g) **collision of road vehicles and watercraft** that do not belong to or are non in use by the Insured or members of his/her Household, or the Policyholder, **provided they are in transit on public roads, private roads for public use or watercourses**;

h) **falling of lifts and hoists** including damage to the cabin and mechanical parts as a result of broken devices.

i) **smoke gas or vapours** leaked as a result of a sudden and accidental failure of the heating installations serving the insured Building or adjoining buildings, **provided that such installations are connected by suitable pipes to appropriate chimneys** or developed as a result of Fire or Lightning, Explosion, Burst or Implosion that struck the insured items or property located within 50 metres of them.

Limitations of coverage apply

The Cover is limited to 10% of the insured Sum for the appurtenances.

If, at the time of the Claim, the relevant housing unit is already insured for the same risk under a specific policy, the aforementioned limit is raised to 20%.

Generali Italia shall also indemnify **provided that they are the consequence of the above events** and also in excess of the Insured sum:

l) damage caused by the development of fumes, gases, vapours when the events themselves **have affected the insured items or property located within 50 metres of it**.

How the coverage works

The Cover applies at First Absolute Risk.

It should be noted that the Premium for the Cover is determined on the basis of the number of building units

declared by the Policyholder at the time of underwriting, in which the total number of building units in the Building must necessarily be stated.

Therefore, if at the occurrence of a Claim the total number of building units is higher than that declared, the sum due by Generali Italia shall be reduced in proportion to the difference between the agreed Premium and the Premium that would have been applied had the true state been known.

Art. 3.2 Extension to the windows of individual building units

What is insured

Generali Italia is required to indemnify the Insured for the costs necessary to replace glass (understood as: plate glass, half-crystal glass, mirrors and glass) relating to the Fixtures and fittings and skylights used to protect the closures of the transit, lighting and ventilation areas of the insured Building owned by individual condominium owners, destroyed or damaged as a result of accidental breakage.

How the coverage works

The Cover applies at First Absolute Risk.

It should be noted that the Premium for the Cover is determined on the basis of the number of building units declared by the Policyholder at the time of underwriting, in which the total number of building units in the Building must necessarily be stated.

Therefore, if at the occurrence of a Claim the total number of building units is higher than that declared, the sum due by Generali Italia shall be reduced in proportion to the difference between the agreed Premium and the premium that would have been applied had the true state been known.

What is NOT insured

The following are excluded:

a) crystals constituting and/or serving as external perimeter walls of the Building (so-called curtain walling);

b) crystals relating to signs and shop windows of commercial or craft activities;

c) damage occurring in the outbuildings and/or appurtenances;

d) damage occurring during removals, repairs and/or work in general requiring the presence of workmen;

e) damage from chipping or scratching.

Limitations of coverage apply

The Cover applies:

- **with the following limits per insurance year**
  - **1,000.00 euro per individual building unit**
  - **15,000.00 euro for all building units**
- **with application of the Deductible per Claim of EUR 100.00.**

Art. 3.3 Electrical damage to installations in individual building units

What is insured

In addition to the provisions of the Cover for Electrical damage to common systems, Generali Italia shall indemnify electrical and/or electronic damage to the systems serving exclusively the individual building units and their appurtenances, including those not communicating with the living quarters.

By way of example (and not exhaustive), it should be noted that they include:

– autonomous heating and air-conditioning systems operated by individual condominium owners;

– alarm systems, video intercoms;

– home automation systems.

How the coverage works

The Cover applies at First Absolute Risk.

It should be noted that the Premium for the Cover is determined on the basis of the number of building units declared by the Policyholder at the time of underwriting, in which the total number of building units in the Building must necessarily be stated.

Therefore, if at the occurrence of a Claim the total number of building units is higher than that declared, the sum due by Generali Italia shall be reduced in proportion to the difference between the agreed Premium and the Premium that would have been applied had the true state been known.

What is NOT insured

The following damages are excluded:

a) due to manufacturing and/or material defects;

b) damages for which the manufacturer, supplier or seller of the insured items is liable by law or contract;

c) due to non-compliance with the manufacturer's and/or seller's instructions for operation, use and maintenance and improper operation of the system;

d) damages of deterioration or wear and tear that are a natural consequence of use or operation;

e) occurring during assembly or disassembly not related to maintenance or overhaul work, as well as those occurring during acceptance or testing operations.

Limitations of coverage apply

The Cover applies:

– **with the limit per Claim per building unit of EUR 1,000.00 and the limit per insurance year for all building units indicated in the specific Policy section;**

– **with application of the Deductible per Claim of EUR 200.00.**

WARNING:

If a Claim attributable to the same event results in multiple electrical damage to the systems of different building units, a single Deductible shall apply.

√ **Example**: an electrical phenomenon affects 2 building units causing liquidated damages to the installations of the first one of EUR 500.00 and to the installations of the second one of EUR 400.00:

– the total Indemnity payable of EUR 900.00 are calculated;

– the single Deductible of EUR 200.00 is deducted from the total amount.

The liquidated damages will be EUR 700.00 [(500.00+400.00) - 200.00]

If a Claim attributable to the same event results in multiple electrical damage to the systems of one or more building units and to common systems, the higher of the Policy Electrical damage to common systems Deductible and that for this Cover shall apply.

√ **Example**: an electrical phenomenon causes liquidated damage to the installations of one or more building units totalling EUR 2,000.00 and liquidated damage to common installations totalling EUR 5,000.00, and the Policy Deductible for Electrical damage Cover to common systems is EUR 500.00:

- the total Indemnity payable under the respective Covers for all damages is calculated at EUR 7,000.00;
- a Deductible of EUR 500.00 is deducted from the total amount.

The liquidated damages shall be EUR 6,500.00 [(2,000.00+5,000.00)-500.00].

Art. 3.4 Electrical Damage to the Contents of Individual Housing Units

What is insured

Generali Italia shall indemnify direct property damage to the Contents of individual housing units, **excluding outbuildings and appurtenances of the same, caused by currents** discharges and other electrical phenomena, from whatever cause, including the action of Lightning and atmospheric electricity.

What is NOT insured

The following damages are excluded:

a) caused by wear and tear, tampering, inherent defects or due to lack of maintenance;

b) occurring during assembly or disassembly not related to maintenance or overhaul work, those occurring during acceptance or testing operations;

c) due to defects known to the Insured or Policyholder at the time of conclusion of the contract, for which the manufacturer or supplier is liable by law or contract.

With regard to electronic and special equipment, the following are also excluded:

- **the costs of intervention and replacement of electronic components for functionality checks and preventive maintenance;**
- **damage to and disturbance of electrical, electronic, electromechanical components occurring during use without external causes.**

Electronic and special equipment means:

- **Musical instruments;**
- **Cine/photo/optical equipment such as, but not limited to: binoculars, video cameras, cameras (including printing equipment), projectors;**
- **Electronic devices in general such as, but not limited to: Hi-Fi, radios, televisions, phonic and stereophonic sets, palmtops, personal computers (including laptops), printers, faxes, mobile phones, video recorders, DVD players.**

How the coverage works

The Cover is purchasable if you also purchase the Covers:

- **Fire of the contents of individual housing units;**
- **Electrical damage to installations in individual building units. The Cover applies at First Absolute Risk.**

It should be noted that the Premium for the Cover is determined on the basis of the number of building units declared by the Policyholder at the time of underwriting, in which the total number of building units in the Building must necessarily be stated.

Therefore, if at the occurrence of a Claim the total number of building units is higher than that declared, the sum due by Generali Italia shall be reduced in proportion to the difference between the agreed Premium and the premium that would have been applied had the true state been known.

Limitations of coverage apply

The Cover applies:

- **with the limit per insurance year per residential unit of EUR 1,000.00 and the limit per insurance year for all housing units indicated in the specific Policy section;**
- **with the application of the Deductible per Claim of EUR 200.00; if at the time of the Claim, the housing unit concerned is already insured for the same risk under a specific policy, the Deductible shall not apply.**

WARNING:

If a Claim attributable to the same event results in multiple electrical damage to the Contents of different housing units, a single Deductible shall apply.

√ **Example**: an electrical phenomenon affects 2 housing units causing electrical damage amounting to EUR 800.00 to the Contents of the first unit and EUR 1,200.00 to the Contents of the second unit, and no other Claims have occurred during the insurance year. The total limit per insurance year for all housing units agreed in the Policy is EUR 3,000.00.

For compensation for damages:

- the Indemnity payable for each damaged housing unit is calculated: 800.00 euro and 1,000.00 euro (equal to the limit per single housing unit);
- it is verified that the amount thus calculated does not exceed the limit per insurance year for all housing units

the single Deductible of EUR 200.00 is deducted from the total amount. The damages compensated shall amount to EUR 1,600.00 [(800.00+1,000.00) - 200.00].

Art. 3.5 Theft for individual housing units

What is insured

Generali Italia indemnifies direct property damage to the Contents of individual housing units caused by:

a) **Burglary** provided that the perpetrators of the burglary broke into the housing units by breaching the external defences by breaking into the means of protection and locking;

b) **Theft by breaking through** of the walls, floors or ceilings of premises having the construction characteristics set out in the Policyholder's Statements set out in the Policy;

c) **Theft without burglary** provided the perpetrators broke into the housing units by means of **fraudulent use of keys**;

d) **Theft with the use of picks or similar tools**; if no break-in of the means of protecting and locking the premises is ascertained, the indemnity shall be paid **deducting an uncovered sum per Claim of 20%; if at the time of the Claim, the housing unit in question is already insured for the same risk under a specific policy, the Uncovered Amount shall be reduced to 10%**.

e) **Theft by climbing** shall be understood to mean theft by a route other than the ordinary route that requires special personal agility or the use of artificial means;

f) **Clandestine entry theft** theft committed by persons who remained on the premises without the knowledge of the Insured and/or members of his household, including servants, and who then removed the stolen goods when the premises were closed.

g) **Robbery** occurring in the housing unit, even if the persons on whom violence or threats are exercised are taken outside and are forced to go inside.

What is NOT insured

The following damages are excluded:

a) occurred in the outbuildings and/or appurtenances;

b) occurred during acts of war, including civil war, invasion, insurrection, military operations;

c) occurring on the occasion of popular uprisings, strikes, civil unrest, acts of terrorism or sabotage;

d) occurring at the time of Fire, Explosion including nuclear explosion, Implosion, Bursting, radiation or radioactive contamination, Earthquakes, volcanic eruptions, Inundation and other upheavals of nature;

e) committed or facilitated with wilful misconduct or gross negligence on the part of the Policyholder or the Insured;

f) damages committed or facilitated with wilful misconduct or gross negligence by:

- **persons in the Household;**
- **persons occupying the dwelling containing the insured property or communicating premises;**
- **persons for whom the Policyholder or Insured is responsible;**
- **persons entrusted - not in return for payment - with the surveillance of the insured property or the premises containing it;**
- **the Insured's employees;**

g) indirect (e.g. expected profits, loss of enjoyment or use, expert fees, other possible damages);

h) theft of Jewellery, valuables and Securities;

i) when the housing unit is uninhabited for more than 180 consecutive days. This exclusion applies from midnight on the 180th day of the uninhabitation; it is specified that the presence of persons during daylight hours only or visits to the insured premises for inspections, checks, cleaning or repairs does not constitute an interruption of the uninhabitation.

How the coverage works

The Cover is purchasable if:

- **the Covers Fire of the contents of individual housing units, Breakdowns caused by burglars and Theft of fixtures and fittings are also purchased;**
- **all housing units in the Condominium are insured.**

The Cover applies at First Absolute Risk.

It should be noted that the Premium for the Cover is determined on the basis of the number of building units declared by the Policyholder at the time of underwriting, in which the total number of building units in the Building must necessarily be stated.

Therefore, if at the occurrence of a Claim the total number of building units is higher than that declared, the sum due by Generali Italia shall be reduced in proportion to the difference between the agreed Premium and the premium that would have been applied had the true state been known.

Limitations of coverage apply

The Cover applies:

- **with a limit per Claim of EUR 2,000.00 per housing unit and a limit per Claim and insurance year of EUR 10,000.00.**

SPECIAL ADMINISTRATOR

Art. 3.6 Administrator's security case

What is insured

Generali Italia shall indemnify the condominium administrator (whether a third party or a condominium owner) for direct property damage resulting from the misappropriation of Securities in the following cases:

a) theft suffered as a result of an accident or sudden illness of the administrator;

b) theft by stealth, limited to cases where the administrator has the Securities on him/her or within reach;

c) robbery or misappropriation of Securities by means of violence to the person or threats.

How the coverage works

The cover only operates while performing the duties of an administrator of the Building indicated in the Policy.

Limitations of coverage apply

The Cover is provided:

- **with a limit of EUR 1,500.00 per Claim and EUR 10,000.00 per insurance year;**
- **with application of a 10% Uncovered Amount per Claim.**

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

Covers	Deductible/Uncovered Amount	Indemnity limit
DEDICATO A TE		
SPECIAL FLAT		
Fire of the contents of individual housing units	–	Indicated in the Policy with a limit of 10% of the same for appurtenances, raised to 20% if similar cover applies to a single housing unit
Extension to the windows of individual building units	Deductible per Claim EUR 100.00	– EUR 1,000.00 per individual building unit per insurance year – EUR 15,000.00 for all building units per insurance year
Electrical damage to systems in individual building units	Deductible per Claim 200.00 euro	– EUR 1,000.00 per Claim per building unit – Limit per insurance year for all building units indicated in the Policy
Electrical damage to the contents of individual housing units	Deductible per Claim EUR 200.00. The Deductible does not apply if similar cover applies to the individual housing unit	– EUR 1,000.00 per housing unit and insurance year – Limit per year indicated in the Policy for all housing units

Theft for individual housing units	In the event of theft with the use of picks or similar tools for which there is no evidence of break-in of the means of protecting and locking the premises: 20% Uncovered Amount per Claim, reduced to 10% if similar cover applies to a single housing unit	– EUR 2,000.00 per Claim per housing unit – EUR 10,000.00 per Claim and insurance year
SPECIAL ADMINISTRATOR		
Administrator's security case	Uncovered Amount per Claim 10%	1,500.00 EUR per Claim 10,000.00 EUR for insurance year

COMMON PROVISIONS IN SOLIDITÀ

What is NOT insured?

Art. 4.1 Exclusions

The following damages are excluded:

a) as a consequence of Earthquakes, Volcanic Eruptions, Inundation, except as provided for Catastrophic events Covers, if purchased;

b) as a consequence of acts of war, invasion, military occupation, insurrection;

c) as a result of civil unrest, strikes, riots, acts of terrorism or organised sabotage, except as provided for Socio-political Events Cover, if purchased;

d) by nuclear explosion or by any form of contamination resulting from radioactivity or ionising radiation that may be caused by nuclear material;

e) loss or misappropriation of insured items occurring during the events for which the insurance is provided;

f) caused wilfully by the Insured. if the Insurance is taken out by a Condominium, in the event of an individual condominium owner wilful misconduct, the share of the damage relating to such condominium owner shall not be indemnifiable;

g) electrical damages to electrical or electronic machines and systems, even if caused by Lightning or other event for which insurance cover is provided, except as provided for the Electrical System Covers, if purchased.

Exclusion Cyber

Covers In solidità do not cover:

- **any loss,**
- **claim,**
- **fines, penalties and sanctions,**
- **cost or expense of any kind,**
- **liability,**
- **material or non-material damages of any kind,**
- **business interruption damage,**
- **costs of searching, recreating, collecting or assembling Data**

directly or indirectly caused by and/or arising from and/or connected with and/or attributable even in part to the following events:

- **"Cyber Act"** (--> definition) and **"Cyber Accident"** (--> definition) including any action taken to control, prevent, terminate or otherwise remedy them;
- Loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **"Computer Data"** (--> definition), including any amount pertaining to the value of such Data

regardless of any other cause or event contributing to it simultaneously or in any other sequence.

For this exclusion, Article **Gross Negligence** which shall therefore be deemed null and void in relation to the above-mentioned events covered by the CYBER exclusion.

Without prejudice to the foregoing, it should be noted that the following are included in the coverage:

damage, not otherwise excluded in the policy, arising directly or indirectly from the events covered by the exclusion **Cyber**.

WARNING: this exclusion supersedes and prevails over any other or contrary provision of the policy, which must therefore be considered null and void if incompatible with this clause

Where does the coverage apply?

Art. 5.1 Where the Covers apply

The Covers in this section apply in Italy, the Vatican City and the Republic of San Marino.

Under what operating conditions do we insure?

Art. 6.1 Ownership of rights arising from insurance cover

Insurance coverage is taken out by the Policyholder on his/her/its own behalf and in the interest of those to whom it applies.

Only the Policyholder and Generali Italia may exercise the actions, reasons and rights arising from the insurance cover. In particular, it is the Policyholder's responsibility to perform the acts necessary for the assessment and payment of the damages.

The assessment and payment of the damages thus made shall also be binding on the Insured and any right of appeal by him/her/it is excluded. Payment may only be made to or with the consent of the rightholders themselves.

Art. 6.2 Form of Insurance

Insurance coverage for Covers covering direct property damage to insured items is provided:

- for the Building at **Whole Value**
- for Contents at **First Absolute Risk**

as indicated in the specific Policy section.

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

Art. 7.1 Change of Building Type during the Contract

Whereas the Premium is also agreed on the basis of statements made by the Policyholder/Insured regarding **Building Type** and **Construction Type of Building**it should be noted that if, on the basis of the aforementioned statements **the Policy indicates the Type of Building as "buildings under construction/renovation"** once the works have been completed, the Policyholder/Insured must notify Generali Italia and the Policyholder shall pay the increased Premium for the changed risk characteristics.

If the Claim occurs before the fulfilment by the Policyholder/Insured Person of both of the aforementioned obligations, the provisions of the last paragraph of Article 1898 of the Italian Civil Code shall apply.

SPECIFIC TERMS AND CONDITIONS “IN ACCORDO”:

PROTEZIONE PATRIMONIO

What is insured?

Art. 1.1 Insureds

Insurance may be taken out for a Condominium or for the sole owner of the entire Building.

If the Insurance is taken out for a Condominium are insured:

– all condominium owners as such;

– the Condominium Administrator.

With a dedicated optional Cover, employees of the Condominium (e.g., the concierge and gardener) may also be included among the Insureds.

Art. 1.2 Conditions of insurability

The Asset Protection Covers apply if the Building indicated in the Policy corresponds to that indicated in the Policy by Building Type, which identifies its state or intended use.

Th Building types envisaged are as follows:

– Condominium

- **At least 51% residential**: the Building is used for at least 51% of the total surface area of all floors for civil dwellings, offices, professional offices
- **Less than 51% residential**: the Building is used for less than 51% of the total surface area of all floors for civil dwellings, offices, professional offices;
- **Presence/Absence of department stores, supermarkets, garages and service stations and hotels or parts of hotels;**
- **Presence/Absence of cinemas, theatres, discotheques, night clubs, commercial deposits of flammables**

– **100% private garages**

– **Building under construction/renovation**

– **Empty and unoccupied buildings**

What is insured? Basic covers section

Art. 2.1 Third Party Liability

What is insured

Generali Italia shall indemnify the Insureds **up to the Coverage Limit per Claim indicated in the specific Policy section** of the amount that they are required to indemnify (principal, interest and expenses), as civilly liable parties pursuant to law, for:

– Death

– Personal injuries

– Property damage

unintentionally caused to third parties, including tenants, as a result of an accidental event **other than water spillage and sewer backflow** occurring in connection with:

ownership of the Building indicated in the Policy and its fixed installations

ownership and tenancy of the Common parts thereof.

The insurance also applies to liability that may be incurred by the Insured as a result of the wilful act of persons for whom he/she is liable under the law.

In the case of a Condominium contract for the entire property:

individual owners and their family members and employees shall also be regarded as third parties, and the liability of each owner as such towards the other condominium owners and towards the common property shall be included.

Limitations of coverage apply

Without prejudice to any different Indemnity limits, Deductibles and/or Uncovered Amounts expressly provided for each specific cover, the Cover shall be subject to the application of the Deductible per Claim indicated in the Policy (if any).

Art. 2.1.1 Centralised antennas and satellite dishes, spaces adjacent to or pertaining to the Building, solar thermal and photovoltaic installations

What is insured

The Cover also applies to:

a) damage from centralised radio or television antennas or dishes, from the areas pertaining to the Building indicated in the Policy, even if kept as a garden or park, including damage from the accidental fall of trees or parts thereof, **excluding damage from felling or pruning**;

b) fences, automatic gates, sports and playground equipment, swimming pools and sports facilities for condominium use only, **provided they are in a good state of preservation and maintenance**;

c) damage attributable to the ownership of private roads leading from the public road to the Building indicated in the Policy or connecting several buildings belonging to the same, **provided that they are paved and provided, however, that damage caused by the circulation and use of motor vehicles is excluded**;

d) damage that may arise from the ownership of photovoltaic and thermal solar panels, **provided that they are not insured under solar thermal and photovoltaic systems**.

Art. 2.1.2 Contracting Extraordinary Maintenance Work

What is insured

The Cover is also valid for the civil liability of the Insured in its capacity as principal of extraordinary maintenance works falling within the scope of Legislative Decree 81/2008 (Consolidated Law on the Protection of Health and Safety in the Workplace) on the common parts of the Building indicated in the Policy.

What is NOT insured

For this cover, in the event of work involving renovation or work on the load-bearing structures of the building, property damage is excluded.

The following damages are also excluded:

a) deriving from extension, superelevation or demolition works;

b) to the things on which the work is carried out;

c) occurring after the completion of the activity/work;

d) arising from the use of machinery or system driven or operated by a person who has not attained the age of 16 years or is otherwise not in possession of the psycho-physical requirements for qualification under the applicable provisions;

e) arising from the possession or use of explosives.

How the coverage works

The cover applies provided that:

- **the Insured has appointed the project supervisor, the design coordinator and the works execution coordinator; these are persons other than the Insured himself and have the requisites required by law for the performance of the relevant tasks;**
- **the contractors are regularly engaged in construction work and have complied with their compulsory work accident insurance obligations.**

Limitations of coverage apply

Coverage is provided:

- **up to 50% of the Coverage Limit specified in the Policy up to a limit of EUR 300,000.00;**
- **for bodily injury: limited to death or grievous bodily injury as defined in the Criminal Code[7];**
- **for damage to property: with application of un Uncovered Amount per Claim of 10% with a minimum of EUR 500.00.**

Art. 2.1.3 Fire damage to third parties

The Cover also applies to damage to third parties caused by fire, smoke, Explosion and bursting of the Building.

Limitations of coverage apply

Cover is provided up to the Coverage Limit indicated in the Policy, with a limit of EUR 3,000,000.00.

Art. 2.1.4 Business Interruption Damage

What is insured

This Cover also applies to material damages resulting from the interruption or suspension - total or partial - of the use of goods, as well as industrial, commercial, agricultural, service and professional activities consequent to a Claim eligible for indemnification under the Cover.

How the coverage works

Cover only applies if the damage is the result of a claim eligible for indemnification under the Cover.

Limitations of coverage apply

Coverage is provided:

- **up to 20% of the Coverage Limit indicated in the Policy;**
- **with a 10% Uncovered Amount per Claim with a minimum of EUR 500.00.**

Art. 2.1.5 Accidental pollution damages

What is insured

This Cover also applies to damage caused by Pollution resulting from the accidental breakage of water, sanitation, heating or air-conditioning systems serving the insured building or the larger Building of which it may form part.

Limitations of coverage apply

Coverage is provided:

- **up to EUR 250,000.00 per Claim per insurance year;**
- **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 2,500.00.**

Art. 2.1.6 Personal civil liability of the administrator

What is insured

The Cover also applies to the personal and direct civil liability of the Building's administrator, (whether he be a third party or a condominium owner) for bodily injury and property damage included in the scope of the Cover, **provided that they are not caused by the wilful act of the building administrator**.

Art. 2.2 Civil liability towards service providers

What is insured

Generali Italia shall indemnify the Insured **up to the Coverage Limit indicated in the specific Policy section** of the amount that it is required to pay for capital, interest and expenses for injuries suffered by employees for which it is held civilly liable pursuant to:

a) the statutory provisions on compulsory insurance against accidents at work[8]

b) of the Italian Civil Code.

Limitations of coverage apply

Limited to losses that are not covered by compulsory occupational accident insurance, **the insurance shall only apply to accidents resulting in permanent disability of at least 5%**.

The Cover is also provided for recourse and/or subrogation actions brought by INAIL and/or INPS.

What is NOT insured

However, occupational diseases are excluded.

How the coverage works

The Insured must be in order, at the time of the Claim, with the fulfilments of the INAIL compulsory insurance and other regulatory provisions on employment and the labour market.

MISINTERPRETATION INAIL

The insurance cover shall also be valid in the event of an inaccurate interpretation of the current INAIL compulsory insurance regulations and other regulatory provisions on employment and the labour market **provided that said interpretation does not result from wilful misconduct or gross negligence on the part of the Insured or the persons for whom he/she is responsible** (for example, in the case of incorrect classification by the employer of the employee's duties).

What is insured? Optional Covers section

Art. 2.3 Water spillage damage to third parties

What is insured

Third-party Civil Liability Cover is also extended to damage caused by water spillage, sewer overflows or other liquids in general, resulting from the accidental breakage of fixed water, sanitation, heating or air-conditioning, technical and fire-fighting systems, including basement systems, as well as rainwater collection and drainage systems serving the Building.

For this Cover, the Insured's parents and children, residing in separate housing units, who have suffered damage as a result of the events listed above are considered third parties.

What is NOT insured

The following damages are excluded:

a) **from frost**;

b) **by interruption or suspension - total or partial - of the use of goods as well as industrial, commercial, agricultural, service and professional activities**; such damages are covered under the terms and limits set forth in the Specific Terms and Conditions In Solidità - Water System;

c) **to property in basement and semi-basement**; such damage is covered under the terms and limits set forth in the Specific Terms and Conditions In Solidità - Water System.

Limitations of coverage apply

Coverage applies:

– **with the application of the same Deductible per Claim as indicated in the Policy for Piped water Cover of the section In solidità (if any).**

Art. 2.4 Damage due to falling snow or ice

What is insured

Third Party Liability Cover is extended to damages arising from the failure to remove snow or ice from roofs in a timely manner.

Limitations of coverage apply

This extension is provided:

– **up to EUR 100,000.00 per Claim;**

– **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 500.00.**

Art. 2.5 Personal and direct liability of the doorman or attendants

What is insured

Third party liability Cover is extended to the personal and direct liability of the Condominium's employees(9) as a result of an accidental event occurring in connection with the performance of the normal duties relating to the of the Common parts of the Building itself.

This extended cover also applies to:

– replacing electric bulbs and carrying out small, general repairs for which no specialisation and/or qualification is required;

– the cleaning of the entrance hall, the other ancillary common rooms and the water cabins;

– the cleaning of stairways, courtyards, pilotis and porches for the exclusive use of the Building, and the cleaning and watering of green spaces;

– the operation of the heating boilers or the central heating and/or air conditioning system or the hot water distribution system;

– emergency intervention on the lift system in order to unlock the car, bring it to the floor and open the door to allow people to leave.

What is NOT insured

It should be noted that damages are always excluded from this extension:

– to Chattels transported on means of transport either during loading or unloading, or during parking in the course of such operations, and in any case to Chattels transported, towed or lifted;

– to means of transport under loading or unloading or parked in the course of carrying out such operations;

– for which the employee is liable for responsibilities voluntarily assumed and not directly arising from the law.

How the coverage works

If the law or the national collective bargaining agreement for employees of building owners require, for certain tasks, the possession of a certificate of competence and/or the attendance of a specific training course, this extension is only effective vis-à-vis the employee if he/she has duly obtained/attended them.

Limitations of coverage apply

This extension is provided:

– **with the application for property damage of an Uncovered Amount per Claim of 10% with a minimum of EUR 200.00 and a maximum of EUR 3,000.00.**

What is insured? Optional covers

DEDICATO A TE

SPECIAL FLAT

Art. 3.1 Liability for the tenancy of individual building units

What is insured

Generali Italia, **within the limit of the Coverage Limit envisaged in the specific Policy section** shall indemnify the individual tenants (condominium owners, lessees and doorkeepers) of the premises of the Building indicated in the Policy that are used for:

– home

– professional studio or office and with exclusive access to the condominium stairwell

of what they are required to pay as civilly liable under the law by way of compensation (principal, interest and costs) for damages involuntarily caused to third parties, including the other tenants and the Condominium, for death, personal injury and damage to property as a result of an accidental event, including water spillage, occurring in connection with the operation of the aforesaid premises and normal non-professional activities carried out in the Common Parts other than the tenancy of the same.

In the case of flats the Cover also extends to the members of the tenant's Household. **Exclusively for water spillage damage** the parents and children of the Insured residing within the Building in separate housing units shall be considered third parties.

COMMISSIONING OF EXTRAORDINARY MAINTENANCE WORKS

Liability that may be incurred by the tenant in its capacity as principal of extraordinary maintenance works is included with the same exclusions and conditions of operation provided for extraordinary maintenance works in the What is NOT insured and How cover works sections of the Article Principal of works.

Limitations of coverage apply

Cover is limited to EUR 100,000.00 per Claim per insurance year.

What is NOT insured

For this Cover:

– **except as expressly stated for water spillage damage, the spouse or cohabiting partner, the tenant's parents, children, and all members of the tenant's household that are listed in the family status certificate shall not be considered third parties;**

– **damage to the part of the Building held by the tenant that caused the damage is excluded.**

In any case, the cases covered by the Water Spillage Damage to Third Parties and the Water System Covers of the In Solidità section are excluded, even if not purchased.

Damage caused by water spillage occurring as a result of:

a) rupture caused by frost;

b) Blockage of pipes and ducts;

c) sewer backflow or overflow;

d) failure or abnormal functioning of the systems without breakage of the systems or any part thereof;

e) dampness, dripping.

Limitations of coverage apply

For damage to the Building, including its appurtenances, cover is provided with a Deductible per Claim of EUR 200.00.

For water spillage damage to third party Chattels located in basement or semi-basement rooms, cover shall apply:

- **up to EUR 100,000.00 per claim and insurance year, with the exception of motor vehicles for which the entire Coverage Limit shall apply;**
- **with application of a 10% Uncovered Amount per Claim with a minimum of EUR 500.00,**

For damage caused by total or partial interruption or suspension of the use of goods as well as industrial, commercial, handicraft, agricultural or service and professional activities due to water spillage, the cover shall apply:

- **up to EUR 50,000.00 per Claim and per insurance year;**
- **with the application for each Claim of a 10% Uncovered Amount with a minimum of EUR 250.00.**

SPECIAL ADMINISTRATOR

Art. 3.2 Civil liability of the condominium administrator

What is insured

Generali Italia shall indemnify the condominium owner who acts as the administrator of the insured condominium for the amount that he/she is obliged to indemnify as civilly liable pursuant to the law for Economic loss and direct property damage caused to third parties, to the condominium property, to individual condominium owners and/or tenants in the performance of the mandate entrusted to him/her under the terms set forth in the Italian Civil Code[10] and in compliance with any other obligations imposed on it by administrative provisions or the condominium regulations.

The Cover includes:

a) the handling and settlement of rental-related files;

b) damage resulting from loss, destruction or deterioration of deeds, documents or securities not in bearer form **provided that not arising from theft, robbery or Fire**;

c) fines, penalties, and sanctions of a fiscal nature imposed on the Condominium or its individual condominium owners for errors attributable to the administrator.

When coverage begins and when it ends

The insurance applies to claims submitted to the Insured for the first time during the insurance period insofar as they relate to errors committed during the period of effectiveness of the insurance.

What is NOT insured

Damages are not compensable:

- **relating to the payment of fines or penalties other than those provided for under point c. of the What is insured section;**
- **resulting from the loss, destruction or deterioration of bearer securities or money;**
- **related to complaints for lack of enjoyment of the premises or for their non-conformity with the presented characteristics;**
- **for omissions and/or delays in taking out, amending, changing insurance policies and paying insurance premiums;**

- **not pertaining to the administration of the Building indicated in the Policy;**
- **resulting from responsibilities voluntarily assumed by the administrator and not arising from the law.**

Limitations of coverage apply

- **The Cover is limited to a Coverage Limit of EUR 50,000.00 per Claim and insurance year.**
- **For Claims relating to penalties of a tax nature, fines and penalties imposed on the Condominium, the aforementioned Coverage Limit shall be reduced to 1/3.**
- **In any case, the Cover shall be subject to the application of a 10% Uncovered Amount per Claim with a minimum of EUR 200.00.**

COMMON PROVISIONS PROTEZIONE PATRIMONIO

What is NOT insured?

Art. 4.1 Persons not considered as third parties

The following are not considered third parties:

a) the spouse or cohabiting partner, the parents, the children of the Insured, all the members of his or her household who are listed in the family status certificate;

b) the Condominium Administrator and the persons who are in the relationship with him under a. exclusively when they suffer damage due to liability attributable to him;

c) persons who, in a relationship of dependence with the Insured, suffer the damage in the course of their work or service inherent to the maintenance and cleaning of the Building and its installations, as well as the running of the latter **with the exception of the provisions of the Article of Civil Liability to Service providers;**

d) companies and legal persons in which the Insured or persons in a relationship with the Insured as per letter a. are unlimited partners or directors, or in which they exercise control;

e) if the Insured is not a natural person:

- **the legal representative, the shareholder with unlimited liability, the director and the persons who are in the relationship with them as per a) above.**
- **parent, subsidiary or associated companies(11) and their directors.**

Art. 4.2 Exclusions

The following damages are always excluded:

a) caused in the exercise, by the Insured or by third parties, of industries, trades, arts or professions, as well as deriving from other activities, however remunerated, of the Insured, tenants or condominium owners or their cohabiting partners;

b) to things that the Insured has in consignment, custody or holds for any reason or purpose;

c) arising from dampness, dripping or unhealthy conditions of the premises;

d) resulting from the possession or use of radioactive substances or devices for accelerating atomic particles;

e) resulting from the development, however arising, whether or not controlled, of nuclear energy or radioactivity or resulting from energy transformations or settlements of the atom, whether natural or artificially induced;

f) resulting from the possession or use of explosive substances;

g) of any kind arising directly or indirectly from electromagnetic waves and/or fields;

h) of any kind arising directly or indirectly from asbestos or products containing asbestos;

i) as a consequence of war, whether declared or not, civil war, mutiny, civil unrest, acts of terrorism, sabotage, and all events assimilated to the aforementioned, as well as accidents caused by war devices;

j) to property contained in basement or semi-basement, except for the provisions of the In Solidità Cover referred to in the Article Damage to Third Party Property in Basement/Semi-basement, if purchased;

k) indemnifiable at the end of the Covers In solidità;

l) arising from the ownership, circulation and use of motor vehicles, watercraft and aircraft;

m) by the interruption, depletion or diversion of springs and watercourses, alteration or depletion of aquifers, mineral deposits and, in general, anything in the subsoil susceptible to exploitation;

n) arising from fines, penalties, sanctions in general, except as provided for in the Cover referred to in the article Condominium Administrator's Civil Liability, if purchased;

o) which naturally result from prolonged, permanent or repeated conduct determined by the manner in which the Insured carries out his or her actions and activities;

p) relating to the conduction of individual building units, except as provided for in the Cover under Article Liability for the tenancy of individual building units, if purchased;

q) suffered during work or services carried out on behalf of the Insured by persons in a relationship of dependence, even if only occasional, with the exception of the provisions of the Cover under Liability to service providers article;

r) arising from water spillage or backflow from sewerage systems, blockages and overflows of installations and downpipes, except as provided for in the Cover in the article Water spillage damage to third parties, if purchased;

s) from falling snow or ice that is not promptly removed from roofs, except as provided for in the Cover under Article Damage due to falling snow or ice, if purchased;

t) resulting from Pollution of Air, Water and Soil, except as provided for in Article Accidental pollution damage.

Exclusion Cyber

Asset Protection Covers do not cover:

- **any loss,**
- **claim,**
- **fines, penalties and sanctions,**
- **cost or expense of any kind,**
- **liability,**
- **material or non-material damages of any kind,**
- **business interruption damage,**
- **costs of searching, recreating, collecting or assembling the Data,**
- **bodily harm and emotional stress/piscological distress of any kind,**

directly or indirectly caused by and/or arising from and/or connected with and/or attributable even in part to the following events:

- **"Cyber Act"** (--> definition) and **"Cyber Accident"** (--> definition) including any action taken to control, prevent, terminate or otherwise remedy them;
- Loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **"Computer Data"** (--> definition), including any amount pertaining to the value of such Data irrespective of any other cause or event contributing to it simultaneously or in any other sequence.

Without prejudice to the foregoing, it should be noted that property damage or bodily harm involuntarily caused to third parties resulting from the events covered by the Cyber exclusion shall remain covered.

WARNING: this exclusion supersedes and prevails over any other or contrary provision of the policy, which must therefore be considered null and void if incompatible with this clause.

Are there limitations of coverage?

Art. 5.1 Maximum Exposure - Co-liability between Insureds

In the event of co-liability of several Insureds among themselves, the **Coverage Limits indicated in the specific Policy section are unique and constitute the maximum outlay to be paid by Generali Italia**.

Art. 5.2 Maximum Exposure - Series Damage

In the event of several losses arising from the same cause and/or from interrelated causes, even if they occurred at different times (series of losses), the Claim shall be deemed to be a single loss or damage, even if there is more than one injured party and even if there is a collective action brought against the Insured.

Art. 5.3 Aggregate coverage limit per claim

In the event of Claims that simultaneously involve Third Party Liability Cover and Service providers' Liability Cover, **Generali Italia shall in any case not be liable for a sum greater than the Coverage Limit per Claim provided for and indicated in the Policy as the aggregate Coverage Limit**.

SUMMARY TABLES OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

Table 1

Covers	Deductible/Uncovered Amount	Indemnity limit
Basic covers section		
Third-party liability:	Deductible per Claim specified in the Policy (If any)	Coverage Limit indicated in the Policy
– Television aerials, spaces adjacent to or pertaining to the building, ownership of photovoltaic and thermal solar panels	–	–
– Commissioning of extraordinary maintenance works	Bodily harm: excluding injuries that are not serious or very serious Uncovered Amount per Claim 10% minimum EUR 500.00 for property damage	- up to 50% of the Coverage Limit with a limit of EUR 300,000.00
– Fire damage to third parties	–	- up to the Coverage Limit with a limit of EUR 3,000,000.00
– Art. 2.1.4 Business interruption damage	10% Uncovered Amount per Claim with a minimum of EUR 500.00,	- up to 20% of the Coverage Limit
– Accidental pollution damages	Uncovered Amount per Claim 10% with a minimum of EUR 2,500.00	- with EUR 250,000.00 limit per Claim and insurance year
– Personal Third Party liability of the administrator	–	–
Third Party Liability towards service providers	for damage to service providers not insured by INAIL Deductible of 5% for Permanent Invalidity	Coverage Limit indicated in the Policy

In the event of a Claim simultaneously affecting the Covers Third party civil liability Third Party Liability towards service providers		Coverage Limit per Claim stated in the Policy as Aggregate Coverage Limit
Optional Covers section		
Water spillage damage to third parties	Deductible per Claim specified in the Policy (If any)	–
Damage due to falling snow or ice	Uncovered Amount per Claim I 10% minimum 500.00 euro	EUR 100,000.00 per Claim
Personal and direct liability of the doorman or attendants	for damage to property Uncovered Amount per Claim per 10% minimum EUR 200.00 and maximum EUR 3,000.00	–

Table 2

Covers	Deductible/Uncovered Amount	Indemnity limit
Optional covers		
SPECIAL FLAT		
Liability for the tenancy of individual building units	for damage to the Building, including its appurtenances, Deductible per Claim EUR 200.00	·Coverage Limit indicated in the Policy
Commissioning of extraordinary maintenance works		·EUR 100,000.00 per Claim and insurance year
Water spillage damage to third-party chattels in basement/semi-basement premises	Uncovered Amount per Claim 10% with a minimum of EUR 500.00	·EUR 100,000.00 per Claim and insurance year (Motor Vehicle Coverage Limit)
Business interruption damage resulting from water spillage	Uncovered Amount per Claim 10% with a minimum of EUR 250.00	·EUR 50,000.00 per Claim and insurance year
SPECIAL ADMINISTRATOR		
Civil liability of the condominium administrator	Uncovered Amount per Claim 10% minimum EUR 200.00	EUR 50,000.00 per insurance year with a limit of 1/3 for tax sanctions, fines and penalties

Where does the coverage apply?

Art. 6.1 Where the Covers apply

The Covers apply **to risks relating to Buildings located in Italy, the Republic of San Marino and the Vatican City State**.

7 Article 583 of the Italian Criminal Code.
8 Articles 10 and 11 of Presidential Decree No. 1124 of 1965 and Article 5 of Legislative Decree No. 38 of 2000 for quasi-subordinate workers
9 As regulated by the national collective bargaining agreement for employees of building owners
10 Article 1130 of the Italian Civil Code.
11 Article 2359 of the Italian Civil Code

PROTEZIONE LEGALE

RECITALS

In relation to the regulations introduced by Legislative Decree no. 209 of 7 September 2005 - Title XI, Chapter II, Arts. 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection Claims to D.A.S. Difesa Automobilistica Sinistri S.p.A., with registered office in via Enrico Fermi 9/B - Verona - certified e-mail dasdifesalegale@pec.das.it, Number to call 800 475 633 (+39 045 8378959 from abroad) - fax 045/8351023 - Mail sinistri@das.it hereinafter referred to as DAS for brevity.

All complaints, documents and any other elements relating to those Claims shall be sent to the latter.

What is insured?

Art. 1.1 Insureds

The insured parties are:

- the Policyholder
- the condominium administrator
- any employees for facts or events related to the performance of their duties

Art. 1.2 Expenses included in the cover

What is insured

Within the Coverage Limit of the amount insured and the conditions provided in the Policy, Generali Italia shall assume the risk of out-of-court and in-court assistance that is necessary to protect the rights of the Insureds, as a consequence of a Claim for which the Cover apply.

This includes the following expenses:

- costs of out-of-court assistance;
- costs for the intervention of a lawyer appointed to deal with the Claim;
- Expert fees: for the assistance of the court-appointed expert and/or a party-appointed expert;
- Court fees;
- court costs in criminal proceedings (Article 535 of the Italian Code of Criminal Procedure);
- Costs of losing the case awarded in favour of the other party, with the **exclusion of those arising from joint and several liability**;
- costs resulting from a Settlement authorised by DAS, including the counterparty's expenses, provided they have been authorised by DAS;
- costs of investigating the subject, ownership, manner and dynamics of Claims;
- costs of investigations to search for evidence in criminal proceedings;
- expenses for drafting reports, complaints, applications to the judicial authorities;
- costs of the arbitrators and counsel involved, in the event that a dispute covered by the guarantee must be referred to and settled in arbitration;
- expenses for indemnity, to be**borne exclusively by the Insured and with the exclusion of that deriving from obligations to assume joint and several liability, due to the mediation bodies, if not reimbursed by the opposing party for any reason, within the limits of what is set forth in the tables of indemnities due to public bodies**;

– standard court fee towards the costs of legal proceedings, if not reimbursed by the opposing party in the event of its losing the case;

– enforcement costs for each enforcement order, **up to two attempts**.

What is insured? Basic cover section

Art. 2.1 Protezione legale

What is insured

The Cover relates to the protection of the Insureds' rights in respect of the Building indicated in the Policy if:

a) subject to criminal proceedings for Culpable Crime and Misdemeanor, including criminal proceedings for tax and administrative violations;

b) subject to criminal proceedings for wilful offences, including criminal proceedings for tax and administrative violations.

Limitations of coverage apply

Cover only applies if the Insured is acquitted by a Final Judgment or in the cases of dismissal of unfounded charges[12] or if the crime is changed from a crime committed with Wilful miscounct to a crime committed with negligence.

In such cases, Generali Italia reimburses the defence costs incurred when the judgment has become final or following dismissal or change.

What is NOT insured

The following cases are excluded:

- **extinction of the offence for any other cause;**
- **application of the sentence at the request of the parties (plea bargaining).**

What are my obligations?

Insureds are always required to report the Claim at the time when the criminal prosecution starts or when they otherwise become aware of involvement in the criminal investigation

c) suffer tort damages due to the Tort of a third party; this includes damage to persons and property belonging to them;

d) participation in disputes relating to Claims for compensation for tort damages brought by third parties, as a result of alleged Tort.

Limitations of coverage apply

This Cover is only available if the Claim is covered by an appropriate liability insurance policy and in addition to and after exhaustion of what is due under that insurance policy[13].

In the event that the Third Party Liability policy, even if existing and in good standing with the payment of the Premium instalments, cannot be activated because it is inoperative due to an exclusion or because the case in question is not included among the insured risks, this cover applies on a first risk basis.

What are my obligations?

The Insureds are required to declare, at the time of reporting the claim, the existence and operation or otherwise of the aforementioned Third Party Liability policy and to submit a copy thereof upon simple request by DAS.

e) have to support Civil law disputes **with a litigation value of more than EUR 500.00** relating to:

- contractual disputes with suppliers for own or counterparty defaults relating to the supply of goods or provision of services;
- individual labour disputes with the Policyholder's employees;
- disputes relating to the right of ownership and other in rem rights concerning the Building.

f) must lodge an opposition before the competent authority against an administrative sanction of a pecuniary and/or non-pecuniary nature.

By way of example, this cover applies in cases of contestation of non-compliance with the obligations and fulfilments set out in the following regulatory provisions:

- Legislative Decree No. 81/2008 (Consolidated Law on Safety) on the protection of health and safety in the workplace;
- Legislative Decree No. 152/2006 (Environmental Code);
- Law No. 82 of 25/01/1994 (Regulation of cleaning, disinfection, pest control, rodent control and sanitisation activities) as amended;
- Ministry of Economic Development Decree No. 37 of 22 January 2008 (Standards for the safety of installations inside buildings), as amended;
- Legislative Decree No. 196/03 (Privacy Code) and General Data Protection Regulation (GDPR - EU Regulation 2016/679) as amended.

What is NOT insured

Tax matters are always excluded.

Limitations of coverage apply

In cases of a sanction relating to the payment of a sum of money only, the Cover applies if the amount ordered, per single violation, is equal to or greater than EUR 1,000.00.

Art. 2.2 Telephone legal advice

What is insured

In addition to the Covers taken out, Generali Italia offers an insurance service of legal advice by telephone in the matters covered by the Covers activated.

The service applies:

- **within the scope of the matters provided under the coverage;**
- **Monday to Friday from 8 a.m. to 6 p.m. via toll-free number 800 475 633 and via +39 045 8378959 for requests from abroad.**

The Insured may call during office hours and obtain legal advice for:

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

What is insured? Optional Covers section

Art. 3.1 Disputes with condominium owners and tenants

What is insured

Protezione Legale Cover is extended to the protection of the Policyholder's rights when it is involved in disputes with condominium owners and/or tenants for non-compliance with the law or the condominium regulations, including those aimed at recovering condominium fees, **for which the value of the dispute exceeds EUR 500.00**.

Limitations of coverage apply

This cover:

- **is provided with a limit of 3 Claims per insurance year;**
- **in the case of recovery of condominium dues, applies provided that the condominium owner is not already in default in the financial year preceding the year in which the Cover takes effect.**

Art. 3.2 Tax Incentive Package

What is insured

As an extension to the provisions of the Protezione Legale Cover, cover is provided for litigation before the competent tax/tax commission with the Italian Tax Authority or other relevant bodies in relation to tax benefits for renovation, restoration, maintenance or energy requalification work on existing buildings provided for by current legislation (e.g., Ecobonus, Sismabonus, etc.), including appeals against the relevant deeds/proceedings.

The cover extension shall also be granted in favour of the individual condominium owners belonging to the Condominium specified in the Policy, **provided that the dispute relates to the Common parts of the Condominium**.

How the coverage works

In all cases, cover operates under the following conditions:

1) **only if the appeal is upheld, even partially;**
2) **for renovation, restoration, maintenance or energy requalification works that are completed during the term of the contract;**
3) **if the litigation involves several Insureds only through the assistance of a single lawyer, chosen by mutual agreement between them, to whom they have granted the relevant power of attorney. DAS shall not bear the fees for Legal assistance provided by other lawyers.**

Limitations of coverage apply

The extension is limited to a single Claim per insurance year.

What is NOT insured?

Art. 4.1 Exclusions

The following expenses are not included:

- **payment of fines or penalties**
- **tax charges other than:**
  - **the VAT not deductible by the Insured shown on the invoices of the appointed professionals**
  - **the standard court fee**

The following are also not included:

- **expenses, even if budgeted, which have not been agreed with DAS, in accordance with the rules set out in the following articles Claims handling and What rules must be complied with in order to be entitled to benefits: cases of forfeiture, of the RULES OPERATING IN CASE OF CLAIM In accordo - Protezione Legale;**
- **expenses for the management of a dispute prior to legal action, for appointments made by the Insured to professionals other than those authorised by DAS;**
- **lawyer's fees for activities that were not actually performed and detailed in the bill;**
- **travel and subsistence expenses due to the lawyer or the expert who has to travel away from their address for service for the performance of the assignment received;**
- **fees for the involvement of additional lawyers in the same level of the proceedings.**
- **If it is necessary to engage a domiciliary lawyer to handle the case, DAS supports or reimburses up to a maximum of EUR 3,000.00, but excluding any duplication of fees;**
- **the expenses due from other debtors and charged to the Insured in accordance with the principle of solidarity(14);**
- **expenses reimbursed by the opposing party.**
- **If DAS has advanced such expenses, the Insured must return them within 60 days of receiving the reimbursement;**
- **costs other than those of the lawyer appointed to handle the dispute if such dispute ends in a Settlement not agreed with DAS;**
- **costs for the enforcement of an enforceable title beyond the second attempt; in any case, costs other than legal, expert and court costs are excluded (e.g. costs for obtaining the documents for the application for sale, costs of the notary in charge of the sale or costs for attachment activities);**

The Insurance does not apply to:

- **damage suffered due to ecological, atomic, radioactive disaster;**
- **events resulting from civil unrest, warlike events, acts of terrorism, strikes and lockouts;**
- **disputes and proceedings arising out of the ownership or operation of motor vehicles, watercraft and aircraft;**
- **in tax matters, with the exception of criminal proceedings referred to in point b) of the Article Protezione legale and the provisions of the Cover referred to in the Article Tax Incentive Package, if purchased;**
- **in administrative matters, subject to the provisions of Articles Protezione legale (f) and Privacy;**
- **for disputes and proceedings relating to a Building other than the one indicated in the Policy;**
- **for disputes relating to:**
  - **restructuring involving the substantial transformation of the building,**
  - **sale and purchase,**
  - **demolition and new construction of buildings;**
- **disputes with public social security institutions or bodies;**
- **for disputes with Generali Italia;**
- **for disputes between the Policyholder and condominium owners or tenants, except for the provisions of the Cover referred to in the article entitled Disputes with condominium owners and tenants, if purchased.**

In the event of a dispute between several Insureds under the same contract, Cover is provided only in favour of the Policyholder.

Are there limitations of coverage?

Art. 5.1 Coverage Limits

For each claim, Generali Italia shall bear the costs covered by the insurance up to the Coverage Limit indicated in the Policy.

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND LIMITATIONS OF INDEMNITY

The following main limits apply.

Covers	Deductible/Uncovered Amount	Indemnity limit
Basic Cover section		
Protezione legale	–	Coverage Limit per Claim indicated in the Policy
Telephone legal advice	–	
Optional Covers section		
Disputes with condominium owners and tenants	–	Maximum 3 Claims per insurance year
Tax incentive package	–	Maximum one Claim per insurance year

Where does the coverage apply?

Art. 6.1 Where the Covers apply

The Covers cover Claims that occur and must be processed and performed:

- in all States of Europe, in the event of criminal proceedings or Non-contractual damage as referred to in Article Protezione legale, letters (a), (b), (c) and (d);
- in the countries of the European Union, Switzerland, Principality of Monaco, Liechtenstein, in the case of Civil law disputes of a contractual nature, as referred to in Article Protezione legale, letter e);
- in Italy, the Vatican City and the Republic of San Marino, in cases of opposition to administrative sanctions (Article Protezione legale, letter f)), and for the coverages referred to in the articles Privacy, Disputes with Condominium owners and/or Tenants and Tax Incentive Package, if activated.

The telephone Legal advice insurance service operates for Claims made in Italy, in relation to Italian laws and regulations.

When does the coverage begin and when does it end?

Art. 7.1 Exclusion Periods and effectiveness of the Covers

In the event of civil law disputes of a contractual nature, there is a 90-day Exclusion Period. If this contract replaces, without interruption, another contract entered into with Generali Italia with cover similar to that referred to in point e) of Article Protezione legale, the aforesaid Exclusion Period shall commence:

- from the day on which the replaced contract took effect, for benefits and Coverage limits already provided for by the latter;

– from the day on which this contract is effective, limited to the different benefits or higher Coverage limits provided for therein.

The terms under which Legal Protection Covers apply are specified in the article Occurrence of the claim and applicability of the Cover, contained in the section What are my obligations? What are the Company's obligations? of the RULES OPERATING IN THE EVENT OF A CLAIM.

12 Pursuant to Article 408 of the Italian Code of Criminal Procedure.
13 Pursuant to Article 1917 of the Italian Civil Code.
14 Article 1292 of the Italian Civil Code.

GENERAL CONDITIONS GOVERNING THE CONTRACT

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

Art. 1.1 Policyholder's Representations

Generali Italia gives its consent to the Insurance and determines the Premium on the basis of the Policyholder's declarations on the required data and circumstances.

If the Policyholder provides inaccurate or partial information on the circumstances affecting the risk assessment, it may lose all or part of the Indemnity and result in the termination of the Insurance(15).

The Policyholder/Insured must also notify Generali Italia in writing of any change in the risk that leads to an aggravation or reduction thereof(16).

E.g. compliance with In solidità Covers

- it constitutes an aggravation of fire risk to store a large quantity of flammable material
- constitutes a reduction in earthquake risk the earthquake-proof adaptation of the Building

If, upon the occurrence of a Claim, it is found that the statements on the basis of which the Policyholder has benefited from a reduction in the Premium do not correspond to the true state of affairs, the Indemnity due by Generali Italia shall be reduced in proportion to the difference between the agreed Premium and that which would have been applied had the true state of affairs been known.

Art. 1.2 Covers with different insurers

The Policyholder or the Insured:

- **must notify in writing** Generali Italia of the existence or subsequent taking out of other insurances for the same risk, with the exception of those taken out on their behalf by third parties due to legal or contractual obligations and those they hold as covers for other services (e.g.: combined with travel tickets, current accounts, credit cards, real estate mortgage loans or mortgage loans);
- **in the event of a Claim, it shall notify all the insurers of the claim** and may claim from each of them the Indemnity due under their respective contracts independently considered, provided that the total sums collected do not exceed the amount of the claim(17).

Art. 1.3 Communications between the parties

All notices due by the Policyholder **shall be made in writing by registered mail or Certified E-mail** and sent to the Agency to which the Policy is assigned or to Generali Italia, at its registered office.

The notice due by Generali Italia in the performance of the Insurance shall be made in writing in the manner and at the addresses agreed with the Policyholder within the Framework Agreement on insurance distribution.

Art. 1.4 Applicable law and Jurisdiction

The Contract shall be governed by Italian law.

For disputes related to the contract, the courts of the headquarters or place of residence or domicile of the Policyholder, the Insured or their assignees shall have exclusive jurisdiction.

Art. 1.5 Clause on the ineffectiveness of the coverage for international sanctions

Generali Italia shall not be obliged to provide insurance cover and is not obliged to pay an Claim or provide a benefit or acknowledge a benefit under this contract if the fact of providing insurance cover, paying a Claim or providing a benefit or acknowledging a benefit exposes Generali Italia to sanctions, including financial or commercial sanctions, prohibitions or restrictions deriving from resolutions of the United Nations, laws or regulations of the European Union, the United States of America or Italy. If there is a deviating contractual provision in the Terms and Conditions of Insurance, that provision takes precedence over any other.

When and how do I pay?

Art. 2.1 Payment of Premium and Commencement of Insurance - Means of Payment of Premium

The insurance shall take effect at midnight on the day indicated in the Policy if the Premium or the first premium instalment has been paid on that date; otherwise it shall take effect at midnight on the day of payment without prejudice to the deadlines set forth in the contract.

The Premium is per unit, even if fractioned into several instalments, is due for the entire annual insurance period.

The Premium or Premium instalments may be paid to the relevant Agency or to the Generali Italia. The Premium may be paid by the following means:

- in cash if the annual Premium does not exceed EUR 750.00;
- by POS or, if available, other electronic means of payment; in this case, the Premium shall be deemed to have been paid on the day on which the transaction was [physically] carried out;
- by bank transfer to a current account in the name of Generali Italia or to the broker's dedicated account. Without prejudice to the effect date indicated in the Policy, the Premium shall be deemed to be paid on the day of the physical transaction of arrangement of the transfer order or on the value date of debit of the account, if later, provided the payment itself is credited to the current account in the name of the Generali Italia or the broker;
- with permanent debit authorisation on the current account (SDD) or credit card; subject to the successful completion of the debits, for the first instalment, the Premium shall be deemed to be paid on the day the SEPA mandate is signed or the permanent debit authorisation is granted on the credit card, for the subsequent instalments, on the due dates set out in the Policy;
- if the Premium is debited from a current account (SDD) or credit card with the annual Premium split into several instalments, in case of non-payment of even a single instalment, coverage shall be suspended from 12:00 p.m. of the 30th day following the due date of the instalment. In case of suspension, coverage shall take effect again at 12:00 p.m. of the day on which the Policyholder pays, by bank transfer or by going directly to the Agency, all due and unpaid instalments and the portion of the Premium remaining to complete the year. In case of a change in the current account relationship on which the SDD procedure operates or in the credit card indicated, the Policyholder undertakes to notify Generali Italia immediately;
- by non-transferable cashier's check payable to Generali Italia or to the broker in this capacity; in this case, the Premium shall be deemed to have been paid on the day of delivery of the security;
- by non-transferable bank cheque or non-transferable postal cheque made payable to Generali Italia or to the broker in this capacity; in this case, the Premium shall be deemed to be paid on the day the security is delivered, subject to the successful payment of the same and without prejudice to the broker's right to request payment of the Premium also by other means among those provided for in this Article, in accordance with the principle of fairness and good faith;
- other methods offered by the banking and postal services.

If the Policyholder fails to pay the subsequent Premiums or Premium instalments, the Insurance shall be suspended from 12:00 p.m. of the thirtieth day after the day on which the payment is due and shall resume at 12:00 p.m. of

the day on which the payment is due; the subsequent due dates and the Generali Italia's right to receive payments of the overdue Premiums shall remain unaffected[18].

PLEASE NOTE: payment of the Premium or of the Premium instalment due is a necessary condition for the Insurance to be valid and effective. In the absence of such payment, the contract, even if underwritten, shall not be operative.

Subject to collection: the Cover is effective from the effective date or from the subsequent due dates indicated in the Policy even if Generali Italia has not received the Premium amounts yet; provided that the Premium payment is subsequently credited. Otherwise the Cover is not effective or remains suspended.

It is advisable to check the due date of the premium or individual Premium instalments and the payments made in the "My Generali" Reserved Area, which can be consulted after registering by accessing the website www.generali.ito through the MyGenerali App generali.it/mygenerali.

Art. 2.2 Indexation

If indicated in the Policy, the contract is indexed and shows the specific adjustment index. At each annual Premium due date, the Sums Insured, the Coverage Limits and the Premium shall be updated in proportion to the percentage changes **of the "Residential Building Reconstruction Cost Index" published by the National Institute of Statistics (ISTAT) in** accordance with the following.

- The adjustment is made for the first time by comparing the index for the third month prior to the effective date of the contract with the similar index for the same month of the following year. For subsequent adjustments, the last index that gave rise to changes is used as the basis. In case of delayed publication of the index for the month as identified above, reference is made to the available index of the nearest preceding month.
- If the comparison of the indices results in a negative change, the adjustment does not apply.
- If a comparison of the indices shows an increase of more than 5%:
  - the actual change shall be applied to the insured Sums and Coverage Limits;
  - the Premium shall be subject to the variation of 5% plus 50% of each point exceeding that percentage.

Example:

A comparison of the Indices shows an **increase of 12%**:

- **The Coverage Limits and Sums Insured** are adjusted by 12%
- **The Premium** is adjusted by**8.5%** : 5% + 3.5% (50% of the 7 points exceeding 5%)

Indexation is always excluded for the Prevention and Assistance Covers and for the following In solidità covers:

- **Fire of the contents of individual housing units;**
- **Solar thermal and photovoltaic system;**
- **Electrical damage to systems in individual building units;**
- **Electrical damage to the contents of individual housing units;**
- **Extension to the windows of individual building units;**

– **Theft for individual housing units.**

Art. 2.3 Premium adjustment in relation to the age of the building

If the insured Building is between 0 and 60 years old, the Premium due for the following Water System Cover is adjusted each year in relation to the increased risk arising from the age of the Building.

List of Covers

Piped water Frost

Water damage, gas blockage and leakage search and repair Pipeline Blockage and sewer backflow

Extension of search and repair costs to underground pipes

The age of the Building is determined on the basis of the Year of construction or the Year of complete hydraulic system reconstruction, if carried out and declared in the Policy.

HOW THE ADJUSTMENT IS CALCULATED

The adjustment is calculated by applying to the previous year's Premium an increase of **2%**.

If the contract is also indexed, the Premium is calculated as follows:

– the previous year's Premium is adjusted for age of the Building;

– indexation is applied to the Premium thus adjusted.

When does the coverage begin and when does it end?

Art. 3.1 Duration of the Insurance

The Insurance is

– annual or

– multi-year with application of the statutory Premium reduction, as specified in the Policy.

Unless otherwise agreed in the Policy, a contract with a duration of one year or more is concluded with a tacit renewal clause and, upon expiry, regardless of its original duration, is automatically extended for another year and so on.

A contract with a duration of less than one year is always concluded without automatic renewal.

A contract entered into without tacit renewal shall cease to be effective upon its natural expiry without the need for any formalities. Catastrophic events Covers have a one-year term and, if the contract has a multi-year term, are tacitly renewed year by year in the absence of cancellation.

How can I cancel the policy?

Art. 4.1 Right to withdraw

If the contract was signed entirely by means of distance communication techniques, the Policyholder may withdraw within 14 days of the signing of the contract, with written request to be sent to Generali Italia (Via Marocchesa 14 - 31021 Mogliano Veneto - TV - Certified email generaliitalia@pec.generaligroup.com) or to the Agency to which the policy is assigned by registered letter with return receipt or certified email. **Following notice of withdrawal, the contract shall be deemed ineffective from the outset and the Policyholder and Generali Italia shall therefore be released from all contractual obligations**. Accordingly, within 30 days of receipt of the withdrawal notice,

Generali Italia shall refund to the Policyholder the Premium paid minus the taxes. **The exercise of the right of withdrawal renders any notice of Claim that may have been submitted ineffective**.

Art. 4.2 Termination and Withdrawal

Generali Italia has the right to amend the terms and conditions of Insurance and/or Premium at the time of renewal, even automatically, of the contract. In this case, Generali Italia shall notify the Policyholder of the renewal proposal and the new terms and conditions at least 30 days before the expiry date of the contract.

The Policyholder may accept them by paying the Premium within a period of 30 days from the due date and in the manner stipulated in the article Payment of the premium and insurance effective date - Means of payment of the premium.

Payment implies manifestation of willingness to renew the contract and acceptance of the proposed new conditions.

Otherwise, the contract shall be deemed terminated on the originally agreed date (plus 30 days).

Generali Italia may exercise the same right, in the same manner, in relation to the Catastrophic events Covers, if any, on each annual expiry of the same. **The Policyholder who does not intend to accept the new conditions shall not pay the Premium relating to these Covers, which shall therefore be considered as terminated on expiry. In this case, the contract shall continue for the remaining Covers**.

The Policyholder or Generali Italia may prevent the extension of the contract, if any, or of the Catastrophic events Covers only, by sending **written notice of cancellation at least 30 days before the relevant expiry date**. The notice of cancellation is valid and effective for all activated warranties that are due to expire, unless expressly stated to apply only to Catastrophic events Covers.

In case of Non-life Covers providing a term longer that five years, with application of the statutory reduction in the Premium, the Policyholder is in any case entitled to withdraw only after five years, by sending **a 30 days' written notice and with effect from the end of the year in which the right of withdrawal was exercised.**[(19)].

For notice covered by this provision, the procedures described in Article Communication between the parties shall be complied with.

Art 4.3 Modification of the conditions of the Insurance and/or the Covers during the period of validity of the insurance

If the contract is signed for a multi-year period, during the period of validity of the Insurance, Generali Italia reserves the right to unilaterally amend the clauses and terms and conditions governing the Insurance or the Covers themselves, in the manner and within the limits of the law, if the amendment is justified, with respect to the generality of contracts of the same type as this Insurance, by:

- Laws, regulations or measures of authorities, including foreign ones, with which Generali Italia is obliged to comply, also depending on the group to which it belongs;
- Technical exigencies caused by objective changes in the conditions applied on the markets by the Reinsurers and affecting the Insurance or the Covers;
- Developments concerning the information technology and tools used, directly or indirectly, for the performance of the Insurance or the Covers themselves and the related security measures;
- Updates to the operating procedures for the provision of any non-insurance ancillary services or their providers, safeguarding the value of the services themselves.

Notifications of amendment shall be made by Generali Italia in accordance with the procedures agreed in this contract, stating the reason for the amendment and the effective date of the amendment, with at least 60 days' notice prior to the communicated effective date.

In any case of exercise of the power to unilaterally modify the clauses and conditions, Generali Italia shall inform the Policyholder of its right to withdraw from the Insurance or the Covers themselves.

The Policyholder shall exercise the right of withdrawal by notice given in the manner agreed in this contract **by the effective date of the amendment**.

In this case, the Insurance or the Covers shall be deemed to be terminated with effect from that date and Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the period of risk that may not have been taken. **If the Policyholder does not manifest their wish to withdraw from the Insurance or the Covers within the term provided, the amendments communicated shall be deemed to have been approved**.

The parties acknowledge that the Insurance shall automatically incorporate, even without prior notice, all amendments imposed by legislative provisions of a legislative or regulatory nature or by measures of the competent Authorities, which may occur from time to time. **The contractual provisions affected by such amendments shall be deemed automatically repealed or replaced, with the same effective date of the date of entry into force of the provisions that caused such amendment**.

HOW CAN I SUBMIT COMPLAINTS

Art. 5.1 Submission of Complaints

Any complaints pertaining to the Insurance Contract ViviCondomìnio or relating to the handling of Claims relating to the individual Covers shall be sent in writing to:

Generali Italia S.p.A. – Tutela Cliente – Via Leonida Bissolati, 23 – Roma – CAP 00187 – e mail: reclami.it@generali.com.

If the complainant is not satisfied with the outcome or does not receive a response within 45 days, they may refer the matter to the IVASS (Istituto per la Vigilanza sulle Assicurazioni - Italian Insurance Supervisory Authority) - Consumer Protection Service - Via del Quirinale, 21 - 00187 Rome, attaching to the complaint the documentation relating to the complaint handled by Generali Italia. In these cases and for complaints concerning compliance with sector regulations that must be submitted directly to IVASS, the complaint shall state:

- name, surname and domicile of the complainant, with telephone number if applicable;
- identification of the person or persons whose actions are complained of;
- brief and complete description of the ground for complaint;
- copy of the complaint submitted to Generali Italia and of any response received;
- any document useful to describe more in detail the relevant circumstances.

The form that shall be used to submit a complaint to IVASS can be downloaded at www.ivass.it.

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 http://ec.europa.eu/internal_market/finnet/index_en.htm.).

15 Articles 1892, 1893, 1894 of the Italian Civil Code.
16 Articles 1897, 1898 of the Italian Civil Code.
17 Article 1910 of the Italian Civil Code.
18 Art. 1901 of the Italian Civil Code.
19 Article 1899 of the Italian Civil Code.

APPLICABLE PROVISIONS IN CASE OF A CLAIM

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

Art. 1.1 Inspection of insured items

Generali Italia shall always have the right to visit the Building indicated in the Policy and **the Insured is required to provide it with all necessary indications and information**.

How can I cancel the policy?

Art. 1.2 Withdrawal in the event of a claim

The Policyholder or Generali Italia may withdraw from the Insurance following the notification of any Claim made in accordance with the terms of the contract.

This right may be exercised within 60 days of payment or refusal of payment. Withdrawal:

- **must be communicated in writing by registered letter or by Certified Email;**
- **if it is exercised by the Policyholder, it shall take effect from the date of receipt of the notice;**
- **if it is exercised by Generali Italia it takes effect 30 days after the date of receipt of the notice.**

In all cases, within the fifteenth day following the effective date of withdrawal, Generali Italia shall reimburse the Policyholder the portion of the Premium relating to the period of risk that has not been taken, excluding taxes.

The payment or collection of Premiums due after the Claim report or any other action of the parties shall not be construed as their waiver of the right of withdrawal.

PROVISIONS APPLICABLE IN CASE OF A CLAIM PREVENZIONE E ASSISTENZA

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

Art. 1.1 How to activate assistance

The Insured may activate all Services only after contacting the Organisational Structure at the following numbers:

from Italy on toll-free number 800 713 782

from abroad on +39 02 58286701

When claiming the Service, the Insured **shall notify**:

a) name and surname;

b) type of assistance he/she needs and any documentation that may be required in order to benefit from the relevant Service;

c) Policy number and band code indicated in the specific section of the Policy;

d) address of the place where they are located;

e) telephone number where they can be reached during assistance.

In order to provide the Services set forth in the specific section of the Policy, the Organisational Structure shall process the Insured's data. This requires the consent of the Insured, as required by data protection legislation[20]. **By contacting or arranging for the Insured to contact the Organisational Structure, the Insured consents to the processing of their personal data, including data relating to health and criminal offences and convictions if necessary, as indicated in the data notice received.**

20 GDPR General Data Protection Regulation - EU Regulation 2016/679 and Legislative Decree No 196 of 30 June 2003 and subsequent additions and amendments.

RULES OPERATING IN CASE OF CLAIM In Solidità with damage to insured property

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

Art. 1.1 Obligations in the event of a claim

In the event of a Claim, the Insured or Policyholder shall:

a) do everything possible to prevent or limit the consequences of the damage and safeguard the things unaffected; the related expenses shall be borne by Generali Italia[21];

b) notify the agency to which the Policy or Generali Italia is assigned within 3 days of becoming aware of it[22];

c) within the following 5 days, send a written statement to Generali Italia indicating:

- **the time of the beginning of the Claim;**
- **the presumed cause of the Claim and the approximate extent of the damage.**

In the event of Fire, Explosion, Burst or acts of vandalism or malicious intent (or in any event at the request of Generali Italia), within 15 days of the notice, a similar statement must be made to the local judicial or police authorities;

d) preserve the traces and residues (Generali Italia is not obliged to pay any specific indemnity for this);

e) prepare a detailed list of:

- **damages suffered with reference to the quality, quantity and value of the destroyed or damaged things;**
- **on request, a detailed state of the other insured items existing at the time of the Claim with an indication of their value.**

In any case registers, accounts, invoices or any document shall be made available that may be reasonably requested by Generali Italia or by the experts for their investigations and verifications.

WARNING: In the event of a breach of obligations under points a) and b), the right to Indemnity may be lost in whole or in part.

Art. 1.2 Wilful exaggeration of damage

Any right to Indemnity shall be forfeited by the Policyholder or Insured who/which:

- **wilfully exaggerates the amount of the damage;**
- **declares as destroyed things that did not exist at the time of the Claim;**
- **hides, steals, or tampers with saved things;**
- **uses lying or fraudulent means or documents;**
- **wilfully tampers with or alters the traces and residues of the Claim or the material evidence of the crime or facilites the progress of the Claim.**

Art. 1.3 Damage assessment procedure

The amount of the damage is agreed upon:

a) directly by Generali Italia, or by an expert appointed by Generali Italia, with the Policyholder or a person designated by the Policyholder;

b) between two experts to be appointed by the parties, one by Generali Italia and one by the Policyholder, by a single deed.

The two experts must appoint a third in the event of disagreement between them or even earlier at the request of one of them. The third expert intervenes only in the event of disagreement and decisions on disputed points are taken by majority vote.

Each expert may be assisted and helped by other persons, who may intervene in the expert operations, but have no vote.

In the event of disagreement on the appointment of the third expert, the President of the Court in whose jurisdiction the Claim occurred shall appoint the third expert.

Each party bears the costs of its own expert; those of the third expert are shared equally.

Art. 1.4 Experts' duties

Experts shall:

a) investigate the circumstances, nature, cause and manner of the Claim;

b) verify the accuracy of the descriptions and statements in the contractual documents and report whether there were any undeclared circumstances that aggravated the risk at the time of the Claim;

c) check whether the Policyholder or the Insured has complied with the provisions of the Article Obligations in the event of a claim of this section;

d) Verify separately, for each Item affected by the Claim, the existence, quality and quantity of the insured items, determining their value at the time of the Claim according to the valuation criteria stipulated in the article Value of insured items and determination of damage;

e) estimate and liquidate the damages, including rescue costs, according to the assessment criteria.

In the event of a damage assessment procedure carried out **between the two experts appointed, one by Generali Italia and one by the Policyholder, by means of a single deed**, the results of the expert operations must be collected in a minutes (with detailed estimates attached), that must be drawn up in 2 copies, one for each party.

The results of the operations referred to in points c. and d. are binding on the parties, which hereby waive their right to appeal. Only in the event of wilful misconduct, mistake, violence or breach of contractual covenants is any action or exception regarding the indemnifiability of damages remain possible.

The joint expert's report is valid even if one expert refuses to sign it; the refusal must be certified by the other experts in the final expert's report minutes.

Experts shall be released from complying with any legal formalities.

Art. 1.5 Value of insured items and determination damage

Building

Whereas:

1) The replacement value of the Building is obtained by estimating the expenditure required for the complete reconstruction of the same as new, excluding only the value of the area and statues and frescoes having artistic value;

2) The value of the Building at the time of the Claim is obtained by applying to the estimate of the Replacement value a depreciation established in relation to the degree of age, state of preservation, method of construction, location, destination, use and any other concomitant circumstance (Value in the state of use),

the amount of damages is determined:

a) estimating the expenditure required to rebuild the destroyed parts and repair those only damaged;

b) deducting from that result the value of the residue at the time of the Claim.

At the time of the Claim, the loss or damage shall be settled by deducting from the expenditure referred to in a) the percentage of any depreciation referred to in 2.

The additional indemnity determined by the difference between the Replacement value and the value at the time of the Claim shall be paid only once the reconstruction has been carried out, **if this takes place, except in cases of proven force majeure, within two years from the date of the friendly settlement deed or the final appraisal report**.

How is the Indemnity calculated?

EXAMPLE:

1) **Building of 6,300 cubic metres (gross floor area of approximately 2,100 square metres)**

Replacement value of the Building (expenditure for complete reconstruction without taking into account the area on which it is built and the possible presence of statues and frescoes with artistic value):

- 300.00 euro per cubic metre - cost of rebuilding to new
- **EUR 1,890,000.00** (300.00 euro * 6,300 cubic metres) - pre-existence value

Insured sum: EUR 2,000,000.00

The risk is sufficiently insured and therefore the proportional rule set out in the following article partial Insurance (proportional rule) does not apply

2) **Percentage of depreciation estimated at the time of the Claim: 25%**

Value of the Building at the time of the Claim (Value in the state of use): EUR 1,417,500.00 (1,890,000.00 - 472,500.00)

CLAIM FOR DAMAGE TO THE WALLS OF A ROOM DUE TO WATER DAMAGE FROM PIPED WATER

Sq m destroyed by the Claim (walls to be re-plastered and whitewashed): 10

Sq m damaged by the Claim (walls only to be painted): 5

Expenditure to reconstruct the destroyed parts (re-plastering and painting):

EUR 28 sqm

EUR 280.00 (EUR 28.00 *10 sqm)

Expenditure on repairing damaged parts (painting):

EUR 13 sqm

65.00 euro (13.00 euro *5 sqm)

a) Expenditure to rebuild destroyed parts and repair damaged parts: EUR 345.00 (280.00 + 65.00)

b) Value of the residue at the time of the Claim: 0

Amount of Damage assessed: EUR 345.00

Amount of Compensable damages EUR 345.00

Depreciation at the time of the Claim: 86.25 (25% of Compensable damages)

– Compensable damage in the state of use at the time of the Claim: 258.75 EUR (345.00 - 86.25)
– Supplementary Indemnity after construction: EUR 86.25

Piped water Cover without Deductible

– Indemnity paid in the state of use at the time of the Claim: EUR 258.75
– Supplementary Indemnity after reconstruction: EUR 86.25 (25% of Compensable damage)

Piped water Cover with a Deductible per Claim of EUR 100.00

Amount of Damage assessed: EUR 345.00

Amount of Indemnity payable: 245.00 EUR (345.00 - 100.00)

– Indemnity paid in the state of use at the time of the Claim: EUR 183.75
– Supplementary Indemnity after reconstruction: 61.25 euro (25% of Compensable damage)

WARNING: All amounts given in the examples are merely indicative

It is agreed that the total indemnifiable damage shall never exceed twice the value of the premises at the time of the Claim.

EXAMPLE:

1) **Replacement Value of the Building: EUR 10,000,000.00**
2) **Percentage of depreciation estimated at the time of the Claim: 80% (EUR 8,000,000.00) Value of the Building at the time of the Claim (Value in state of use): EUR 2,000,000.00**

Absolute Limit of Indemnity (double the Value in the state of use of the Building): EUR 4,000,000.00

BUILDING FIRE CLAIM

Amount of Damage assessed: EUR 5,000,000.00

Depreciation at the time of the Claim: EUR 1,000,000.00 (80% of the assessed Damage) Compensable damage EUR 4,000,000.00 (absolute limit of indemnity)

– Compensable damage in the state of use at the time of the Claim: EUR 1,000,000.00
– Supplementary Indemnity after reconstruction: 3,000,000.00

Solar thermal and photovoltaic system

The value of the insured items at the time of the Claim is obtained according to the following criteria:

the cost of replacing the item when new is estimated, i.e. its list price or, failing that, the actual cost of replacing it with an identical new item or, if this is no longer available, with an item that is equivalent in terms of characteristics, performance and yield, as well as taxes, if these cannot be recovered from the Insured.

The amount of the loss is determined separately for each individual Insured sum or Coverage Limit as follows:

a) In the case of damage susceptible to repair (partial damage), the repair costs, evaluated according to the costs at the time of the Claim, necessary to restore the functional state of the damaged property are estimated; in the case of damage not susceptible to repair (total damage), the replacement costs are estimated. Transport, assembly and tax costs are included;

b) The value of the residue at the time of the Claim is estimated.

The amount of the claim shall be equal to the estimated amount as set forth in (a), less the amount set forth in (b).

How is the Indemnity calculated?

EXAMPLE:

– **Replacement value of the solar thermal and photovoltaic system: EUR 30,000.00**

Insured sum for the System: EUR 30,000.00

The risk is sufficiently insured and therefore the proportional rule set out in the following article partial Insurance (proportional rule) does not apply

CLAIM WITH PARTIAL HAIL DAMAGE TO TWO SOLAR PANELS

a) Expenditure to repair damaged panels: EUR 2,000.00

b) Value of the residue at the time of the Claim: 0

– Indemnity limit per Claim under the Hail cover: EUR 12,000.00 (40% of the Insured sum)

– Uncovered Amount provided for Hail cover: 10% with a minimum of EUR 1,000.00 per Claim Amount of Damage assessed: EUR 2,000.00

Amount of Compensable damages EUR 2,000.00 (the damage is within the Indemnity limit of EUR 12,000.00)
Liquidated Indemnity: EUR 1,000.00 (EUR 2,000.00 - minimum Uncovered Amount of EUR 1,000.00)

WARNING: All amounts given in the examples are purely indicative

In the case of damage that cannot be repaired (total damage), the aforementioned determination of damage applies only to functioning plant and equipment and is valid provided that:

1) the damage occurred within three years from the date of installation;

2) the replacement is carried out within twelve months from the date of the amicable settlement or of the final report of the expert's report, provided that it does not impose any burden on Generali Italia.

If the conditions of (1) and (2) are not fulfilled, the following rules apply:

a) The value of the plant or equipment itself at the time of the Claim is estimated, taking into account its age and deterioration due to use or other cause;

b) The value of residuals is estimated.

The maximum indemnity shall be equal to the estimated amount as set forth in paragraph a), less the amount set forth in paragraph b).

How is the Indemnity calculated?

EXAMPLE:

– **Replacement value of the solar thermal and photovoltaic system: EUR 30,000.00**

Insured sum for the System: EUR 30,000.00

The risk is sufficiently insured and therefore the proportional rule set out in the following article Partial Insurance (proportional rule) does not apply

CLAIM WITH TOTAL DAMAGE CAUSED BY AN ELECTRICAL PHENOMENA

a) Expenditure to restore the entire System: EUR 30,000.00

b) Value of the residue at the time of the Claim: 0

– Indemnity limit per Claim under Electrical Phenomenon cover: EUR 4,500.00 (15% of the Insured sum)

– Uncovered Amount provided for Electrical Phenomenon cover: 10% with a minimum of EUR 100.00 per Claim Amount of Damage assessed: EUR 30,000.00

Amount of Compensable damages EUR 4,500.00 (Indemnity limit)

Indemnity paid: EUR 4,050.00 (EUR 4,500.00 - 450.00 - 10% of Compensable damage)

A damage is considered not repairable when the repair costs equal or exceed the cost of replacing the plant with another plant that is equivalent in characteristics, performance and efficiency or when it involves the entirety of the goods present outside the Building.

Generali Italia reserves the right in all cases to choose between repair or replacement with something equivalent or superior in terms of characteristics, performance and efficiency.

Windows, Electrical Damage/Phenomenon

Contents of individual housing units

The value that the insured items - unharmed, damaged, destroyed or stolen - had at the time of the Claim, is obtained according to the following criterion:

the cost of replacing the damaged items with new, equal or equivalent ones is estimated, including transport, assembly and tax costs.

The amount of the damage is determined by assessing the expenditure required to replace the damaged items, deducting the value of any residues.

Art. 1.5.1 Higher costs for nZEB (Nearly Zero Energy Building) construction characteristics

The higher expenses incurred for the repair or reconstruction of the Building according to nZEB (Nearly Zero Energy Building) construction characteristics are recognised upon completion of the works in accordance with the aforesaid characteristics if proven by appropriate documentation issued in compliance with the regulations in force at the time of the works.

Art. 1.6 Partial insurance (proportional rule) - Tolerance of overdraft indexed contracts

If at the time of the Claim, from estimates[23] it appears that the replacement value of the insured items exceeds the Insured sum, Generali Italia shall be liable for the loss in proportion to the ratio of the insured value to the value at the time of the Claim.

How does the proportional rule apply?

EXAMPLE OF PARTIAL INSURANCE OF THE BUILDING:

– Replacement Value of the Building at the time of the Claim: 300,000.00 EUR

– Insured sum: 200,000.00 EUR

– Damage assessed: EUR 30,000.00

– Compensable damages: EUR 20,000.00 (30,000.00 * 200,000.00/300,000.00)

However, if the contract is index-linked, the Indemnity is paid in full even if the value of the Item exceeds the Insured sum by no more than 10%. If this limit is exceeded, the proportional rule applies to the surplus.

Art. 1.7 Payment of the indemnity

Upon receipt of the documentation necessary to ascertain the right to Indemnity and to quantify it Generali Italia shall:

– proceed with the payment;

– send the notice of the reasons why the Indemnity cannot be paid.

Payment or communication shall in any event be made within thirty (30) days:

– from receipt of complete documentation, or

– from the conclusion of the assessment procedure, if any, with a deed of payment or minutes of an expert's report, instituted in accordance with these Rules.

For the "Building" Item, the "supplemental indemnity" is paid within 30 days after the reconstruction is completed, provided that it is done within 12 months from the date of the friendly settlement deed or the final experts' report, unless force majeure is proven.

Payment of this additional indemnity is also made, within the Indemnity limit under the insurance cover, in the following cases:

a) as a result of proven impossibility of reconstruction at the exact location where the insured Building was situated, making reconstruction in another area of the national territory necessary;

b) if the option to purchase another existing Building in another area of the national territory is chosen.

If the purchase value is less than the Indemnity limit, only the purchase value is paid.

This is without prejudice to any different terms and conditions provided for specific Covers, to which the customer is referred for specific verification.

Generali Italia will in any case pay any undisputed sums.

Art. 1.8 Advance payment of the indemnity

In the event of an explicit request, the Insured is entitled to obtain - prior to the payment of the Claim - the payment of an advance of 50% of the minimum amount that should be paid based on the findings, under the following conditions:

– **no dispute has arisen as to the indemnifiability of the Claim itself**

– **at the request of Generali Italia, the Insured has submitted the documents proving that there is no wilful misconduct on the part of the Insured or the Policyholder;**

– **a total Indemnity of at least EUR 100,000.00 is envisaged.**

The Insured may obtain payment of the advance no earlier than 60 days from the date of reporting of the Claim, if at least 30 days have elapsed since the request.

The advance payment may in no case exceed EUR 1,000,000.00, whatever the estimated amount of the Claim.

Art. 1.9 Waiver of recourse

Generali Italia waives recourse[24] against the party responsible for the Claim, **provided that the Insured does not in turn bring an action against the party responsible. The waiver of recourse does not apply in the case of wilful misconduct**.

Art. 1.10 Water and Electrical Installations Covers - Direct Repair (Indemnity in kind)

For the following Covers, if purchased, in the event of an indemnifiable Claim, the Insured may, as an alternative to ordinary Indemnity, avail of the Direct repair service:

– Piped water;

– Water damage, gas blockage and leakage search and repair;

– Extension of search and repair costs to underground pipes;

– Electrical damage to common systems.

More specifically:

– Direct repair may be requested at the time of the Claim through the Agency to which the contract is assigned;

– following the request, Generali Italia shall provide the Insured with an expert and a provider/technician who provide for the assessment and repair of the damage.

The choice of the Direct repair procedure entails not having to advance the cost of the repair and, within the limits provided for the individual Covers, the non-application of the Deductible.

21 Article 1914 of the Italian Civil Code
22 Article 1913 of the Italian Civil Code.
23 With the provisions of the preceding article Value of insured items and determination of damage
24 Article 1916 of the Italian Civil Code.

RULES GOVERNING IN CASE OF CLAIM for third-party liability covers

- **In accordo – Protezione patrimonio**
- **In solidità - Civil Liability covers**
  - **Damage to third-party property in basement/semi-basement rooms**
  - **Business interruption damage resulting from water**
  - **Solar thermal and photovoltaic systems - Third-party recourse and third-party liability**

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

Art. 1.1 Report of claim

In the event of a Claim, the Insured or Policyholder must **send written notification to the Agency to which the Policy is assigned or to Generali Italia within 3 days from the date on which the claim occurred or from the day on which they became aware of it**[25].

The report must contain:

- Policy number and name of the Agency handling the contract;
- precise description of the event, date, place, causes and consequences of the event itself;
- names and addresses of the persons concerned and any witnesses.

in any event, the Insured shall:

- **promptly notify Generali Italia of any document served on him through a bailiff; in the event of non-compliance, the regulations shall apply**[26]**;**
- **provide Generali Italia with all the necessary deeds and documents, regularised according to the tax regulations on stamps and registration.**

Art. 1.2 Obligations in the event of a claim

In the event of a Claim, the Policyholder/Insured shall:

- **immediately notify requests or actions brought by an injured third party or claimants;**
- **make available to Generali Italia or to the appointed expert all elements and documents considered useful and necessary in his/her/its possession or, if not immediately available, reasonably obtainable to facilitate the investigation and verification of the damage;**
- **refrain from any acknowledgement of liability without first consulting Generali Italia or the appointed lawyers and technicians;**
- **immediately transmit to Generali Italia any court document served on him/her/it or to a member of his/her Household;**
- **cooperate with Generali Italia to enable the proper and timely handling of the dispute;**
- **submit the documentation in his/her/its possession or, if not immediately available, reasonably obtainable by him/her/it;**
- **appear in court at the simple request of Generali Italia, if the legal proceedings so provide or if his/her/its appearance in court is reasonably deemed useful and necessary by Generali Italia for the defence.**

If the Policyholder/Insured fails to fulfil these obligations, Generali Italia may not undertake his/her/its defence.

Art. 1.3 Payment of indemnity

Upon receipt of the documentation necessary to ascertain the right to Indemnity and to quantify it in accordance with the Specific Terms and Conditions of this Section, Generali Italia shall:

– proceed with the payment;

– send the notice of the reasons why the Indemnity cannot be paid.

Payment shall be made **within thirty (30) days** of acceptance of the offer by the Policyholder/Insured or the injured third party.

If a court proceedings has been established against the Policyholder and/or Insured in respect of the Claim, Generali Italia may defer payment until the conclusion of the proceedings.

Generali Italia will in any case pay any undisputed sums.

Art. 1.4 Management of damage litigation and legal costs

For as long as it has an interest, Generali Italia shall manage out-of-court and court disputes, both civil and criminal, on behalf of the Insured; it shall designate, if necessary, lawyers and technicians and shall avail itself of all the rights and actions pertaining to the Insured. **To this end, the Insured is required to fulfil its obligations in the event of a Claim as set out in the Article Obligations in the event of a claim. Generali Italia does not recognise expenses incurred by the Insured in breach of these obligations or that are in any case unnecessary**.

Expenses incurred in defending the action brought against the Insured shall be borne by Generali Italia **within the limit of an amount equal to a quarter of the Coverage Limit established in the Policy** for the damage to which the request refers. **If the sum owed to the injured party exceeds the Coverage Limit, the costs are shared between the Generali Italia and the Insured in proportion to their respective interests**.

What is NOT insured

Generali Italia is not liable for fines, penalties and criminal court costs.

Art. 1.5 Multiple insurance - Insureds other than the Policyholder

If the Insured other than the Policyholder benefits from other liability policies that include the risks covered by the ViviCondominium Liability Covers, these Covers shall apply, within the agreed limits, in excess of the covers provided by the aforementioned other policies.

25 Article 1913 of the Italian Civil Code.
26 Article 1915 of the Italian Civil Code

RULES OPERATING IN THE EVENT OF A CLAIM In accordo – Protezione Legale

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

Art. 1.1 Occurrence of the claim and applicability of the Cover

The Claim shall be deemed to have occurred at the time when the Insured, the counterparty or a third party started to breach the law or the contract.

To determine the date on which a Claim occurs, it is considered:

a) the date of the first event giving rise to the right to compensation, in cases of claims for in tort damages suffered or caused by the Insured;

b) the date on which the first breach is established, in cases of opposition against administrative sanctions;

c) the date on which the first breach, even if presumed, of a rule of law by the Insured or of a contractual rule by the Insured or the opposing party occurred, in the remaining cases.

If the event giving rise to the Claim continues through several successive breaches of the same nature, the Claim shall be deemed to have occurred at the time of the occurrence of the first breach, even if alleged.

The Covers apply for Claims arising:

- **from midnight on the day of effectiveness of the contract, in the case of claims for tort damages, criminal proceedings or appeals/challenge against administrative sanctions;**
- **90 days after the conclusion of the contract, in the case of contractual disputes.**

If this contract replaces, without interruption, another contract entered into with Generali Italia with cover similar to that referred to in point e) of Article Protezione legale, the 90-day Exclusion Period referred to above shall commence:

- from the day on which the replaced contract took effect, for benefits and Coverage limits already provided for by the latter;
- from the day on which this contract is effective, limited to the different benefits or higher Coverage limits provided for therein.

It should be noted that:

- The Cover shall also apply prior to the notification to the Insured of the cover policy, in the case of spontaneous presentation[27], of invitation to present[28] and of forced accompaniment[29];
- In the case of individual labour disputes with employees arising solely from termination of employment, the date of the Claim shall be the day of termination of employment.
- **The Cover does not apply to Claims arising from covenants, agreements, contractual obligations that, at the time the contract was entered into, had already been terminated or the termination or modification of which had already been requested by one of the policyholders.**

The Cover extends to events that occurred during the period of validity of the contract **but which occurred within one year after its termination**.

The Claim is unique for all purposes in the case of:

- **disputes, brought by or against one or more persons and concerning the same or related claims;**
- **proceedings, even of a different nature, due to the same event/deed in which one or more Insureds are involved.**

Art. 1.2 Reporting a claim and choice of lawyer

The Claim must be reported promptly by one of the following methods:

1) COMPLAINT BY TELEPHONE **toll-free number 800 475 633** (operating from Monday to Friday from 08:00 to 18:00) **and at +39 045 8378959 for requests from abroad** where an operator will collect the report of what happened, communicate the information and/or documents necessary to activate the Cover, provide all the information relating to the methods of handling the Claim and issue an identification number for the file;
2) WRITTEN NOTICE: The notice, containing the information and/or a copy of the documents required to activate the Cover, must be sent by e-mail to: sinistri@das.it.

All documentation must be regularised at the expense of the Insured, if required by the applicable stamp duty and registration tax regulations.

In the absence of appropriate documentation to support the report, DAS shall not be liable for any delay in the management of the Claim.

In order to be able to validly receive the benefits provided by the Cover, the Insured must promptly provide DAS with copies of any additional deeds or documents received after the Claim report and any useful information for the management of his/her case.

In the event of criminal proceedings, the Insured shall be obliged to report the Claim at the time when the criminal proceedings begin or at the time when he/she/it becomes aware of his/her/its involvement in the investigation.

Art. 1.3 Claim management

Prior to any court action, **the management of the case is reserved exclusively to DAS** in accordance with the following provisions:

a) Upon receipt of the Claim report, DAS shall make every possible attempt to settle the dispute in an amicable manner, **either directly or with the assistance of professionals appointed by DAS**[30]. **For this purpose, the Insured must issue a power of attorney for the handling of the dispute, if required by DAS**;
b) for the resolution of the dispute, DAS assesses the advisability of resorting to or adhering to amicable dispute resolution procedures such as, for example, civil mediation, assisted negotiation, joint conciliation;
c) the Insured may at this stage choose a lawyer of his/her choice if a conflict of interest situation with DAS arises.

DAS authorises possible legal action:

a) always, when it is necessary to defend in criminal or administrative proceedings;
b) **in other cases, only if the amicable settlement fails and the Insured claims to have a liklihood of success. The Insured shall communicate to DAS the information and arguments on which to base the action or defence in court in order to enable DAS to assess the liklihood of success.**

For the in court phase, DAS transmits the file to the appointed lawyer in accordance with the following provisions:

a) the Insured may indicate to DAS a lawyer of his or her choice;
b) **if the Insured does not provide such an indication, DAS may identify the lawyer directly;**
c) **the Insured must in all cases duly engage the lawyer identified and provide him/her with all the information and documentation necessary to enable the best protection of his/her interests;**
d) **if, during the course of the same level of the proceedings, the Insured decides to revoke the engagement entrusted to a lawyer and to engage a new lawyer, DAS does not reimburse the costs of the new lawyer in respect of activities already performed by the first lawyer**. This provision does not apply in the case of withdrawal from the case by the lawyer.

For all intents and purposes, DAS manages a single file (Single Claim):

a) in the case of disputes brought by or against one or more persons and concerning identical or related claims;

b) for proceedings, even of a different nature, due to the same event-fact in which one or more Insureds are involved;

c) if the event giving entitlement to benefits continues through several successive breaches of the same nature.

In providing benefits, upon receipt of the necessary documentation, verification of the Cover's operability and assessment of the expenses incurred by the insured party, DAS shall within 30 days:

– pay the Indemnity;

– send the notice of the reasons why the Indemnity cannot be paid.

Art. 1.4 Rules to be followed to be entitled to the benefits: cases of forfeiture

To be entitled to the benefits provided by the Cover, the Insured is required to comply with the following provisions:

a) must report the Claim promptly and in any event within the time allowed for its defence;

b) must promptly update DAS on any circumstances relevant to the provision of benefits envisaged;

c) before engaging a lawyer or expert witness, it must notify DAS and have obtained confirmation to proceed;

d) before signing an economic agreement or a cost estimate of the appointed lawyer or expert, it must obtain confirmation to proceed from DAS;

e) shall not agree with the counterparty, without the prior authorisation of DAS, any Settlement or agreement to settle the dispute that provides for DAS to pay expenses in addition to the fees of the Insured's lawyer. If the Insured proceeds without authorisation, DAS shall only reimburse the charges to be borne by it after it has been verified that there was a real urgency in concluding the transaction and if the transaction is convenient.

Art. 1.5 Exclusion of liability

Generali Italia and DAS are not liable for the work of lawyers and experts.

Generali Italia and DAS are not liable for any delays in the provision of benefits caused by the lack of the necessary documents supporting the Insured's requests.

Art. 1.6 Disagreement on Claims management - Arbitration

In the event of a conflict of interest or disagreement between the Insured and DAS over the management of benefits, either the Insured or DAS may request that the matter be referred to an arbitrator appointed by mutual agreement between the parties or, in the absence of agreement, by the President of the competent Court in accordance with the Italian Code of Civil Procedure.

Each of the Insured and DAS shall contribute to half of the arbitration costs, **unless the parties agree otherwise**.

The petition to initiate Arbitration against DAS by the Insured must be made in writing and sent via:

– **Registered mail addressed to D.A.S. Difesa Automobilistica Sinistri S.p.A. - Via Enrico Fermi 9/B – 37135 Verona;**

– **Fax to 045/8351023;**

– **Mail to the cerfied email address (PEC) servizio.clienti@pec.das.it.**

The arbitrator shall decide according to equity. If the decision of the arbitrator is unfavourable to the Insured, he may still proceed on his or her own behalf and at his or her own risk. If, as a result of its action, the Insured obtains a more favourable result than that previously envisaged or acquired by DAS, either in fact or in law, it may request DAS to reimburse the costs incurred and not reimbursed by the counterparty, within the limits of the Coverage Limit under the Policy.

If the Insured intends to take action in court as an alternative, the civil action may be preceded by an attempt at mediation[31].

Art. 1.7 Recovery of sums

All sums liquidated or in any case recovered for capital and interest are the exclusive responsibility of the Insured, **while DAS is entitled to any sums liquidated in favour of the Insured himself judicially or extra-judicially for costs, fees and expenses**.

27 Article 374 of the Italian Code of Criminal Procedure.
28 Article 375 of the Italian Code of Criminal Procedure.
29 Article 376 of the Italian Code of Criminal Procedure.
30 Article 164 paragraph 2 letter a) of the Private Insurance Code - Legislative Decree 209/05
31 Legislative Decree No. 28 of 4 March 2010.

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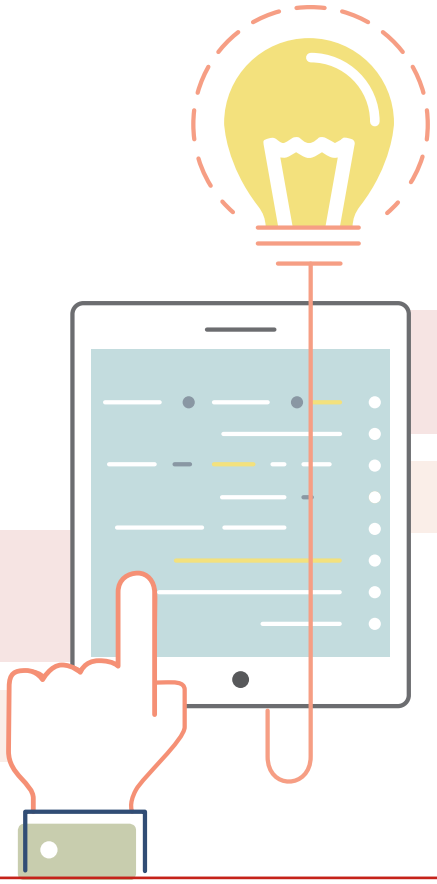

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