Generali Italia S.p.A.

ViviCondominio



Insurance contract for the protection of risks related to Residential Buildings and Buildings consisting entirely of private garages

This Information Set consists of:

– IPID - Insurance Product Information Document

– Additional IPID - Additional Insurance Product Information Document

– Terms and Conditions of Insurance, including Definitions

The contract is made according to the Guidelines of the "Simple and Clear Contracts" Board of Experts coordinated by ANIA [National Insurance Companies Association], updated according to the "Guidelines for Clear and Comprehensible Contracts 2024".

Last updated: 01.10.2026

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 for the coverage of risks related to Residential Buildings and Buildings consisting entirely of private garages

IPID - Insurance Product Information Document for damage insurance products

Insurance Company: Generali Italia S.p.A. Product: ViviCondomìnio

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 policy is designed to cover risks relating to Residential Buildings and Buildings consisting entirely of private garages, including damage to property, third party liability, expenses and costs, Legal Protection services, Financial Losses, and Prevenzione e Assistenza Benefits.

What is covered by the Insurance?

PREVENZIONE E ASSISTENZA

✓ **Pronto Avvocato**: legal advice by telephone insurance service.

Where the "In solidità" section is active, the following may also be activated:

Daily assistance: Benefits for emergencies affecting the Common Areas of the Building (Sending a glazier, a locksmith or an electrician for emergency repairs) and, in the case of plumbing emergencies, individual Property units as well (Sending a plumber and Emergency repairs for water damage).

Extraordinary assistance: Information services for the Building (tax, administrative, and system safety info) and emergency assistance Benefits for individual Property units (Sending a healthcare assistant to a dependent family member, Sending a baby sitter/family caregiver to your home, Sending a domestic helper, Travel of a family member, Removal, Replacement accommodation costs, Early return).

IN SOLIDITÀ

The following are included in the coverage:

✓ Direct Physical Damage caused to the Building and to shared Renewable energy systems, if insured, caused by specified named events such as Fire, Explosion, Burst, Implosion, Lightning, or sonic boom;

✓ the costs of demolition and clearance of debris resulting from the Claim, the costs of redesign, charges and costs payable to Bodies and Authorities for the reconstruction of the Building, loss of rent, and costs arising from the premises being declared unfit for occupation;

✓ the higher expenses involved in repairing or rebuilding the Building in accordance with nZEB (Nearly Zero Energy Building) construction standards.

The following Ancillary Covers are also available:

- STABILE START: Structural collapse; Extension to common areas glass; Extension to the garden; Falling trees and plants; Extension for higher expenses for historical and artistic buildings; Theft of Renewable energy systems; Additional indemnity for photovoltaic systems;
- EXTRAORDINARY EVENTS: Breakdown caused by thieves and theft of fixtures and fittings; Socio-political events;
- WATER AND ELECTRICAL SYSTEMS: Water main; Damage to third-party property in basement/semi-basement premises; Business interruption losses due to water damage; Blockage of pipes and sewer backflow; Trace and access: water damage and gas leakage; Trace and access: blockage of pipes or conduit systems; Frost; Extension for blockage clearing costs (canal jet); Trace and access extension for underground pipes; Reimbursement of increased water bill for water leaks; Extension covering the cost of flooring no longer available; Electrical damage to common systems; Breakdown of Common Systems;
- NATURAL EVENTS – Weather events: Wind and rain, Hail and Snow overload; Extension covering hail and wind damage to fragile structures; Wind and rain, Hail and Snow overload on solar thermal and photovoltaic systems; Extension for Snow overload; Extension to anemometer-equipped sunshades; Weather events affecting buildings open on one or more sides; NATURAL EVENTS – Earthquake and Climate-related Events: Earthquake; Flood, Inundation, River Overflow; Waterlogging and Cloudbursts; Building

What is NOT covered by the insurance?

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

PREVENZIONE E ASSISTENZA

✗ **Assistance Benefits are not due for events: occurring at the time of:** earthquakes, volcanic eruptions, floods, tidal waves, other natural calamities, war, terrorism, invasion, military occupation, insurrection, uprisings, strikes, riots, explosions, heat or radiation from transmutations of the nucleus of the atom, artificial acceleration of atomic particles; **caused by** wilful misconduct on the part of the Insured or the intervention of Public Authorities.

IN SOLIDITÀ

✗ **The following damages are excluded:** electrical damage to machinery and electrical/electronic systems (except as provided under the Covers Electrical damage to common systems, Electrical damage to individual property unit systems, and Electrical Damage to Contents of Individual Residential Units, if purchased); damage **resulting from** Earthquakes, volcanic eruptions, Floods, Inundation, or river overflow (except as provided under the Covers Earthquake and Climate-related Events, if purchased); acts of war, invasion, military occupation, or insurrection; riots, strikes, civil commotion, acts of terrorism, or sabotage (except as provided under Socio-Political Events Cover, if purchased); damage **caused by** nuclear explosion, radioactivity, or nuclear ionizing radiation; loss or theft of insured property; damage caused by **wilful misconduct of the Insured**.

IN ACCORDO - PROTEZIONE PATRIMONIO

✗ **The following are not considered third parties: (a)** if a natural person, the Insured themselves, the members of their registered family, and, in all cases, persons with whom they have the following relationships: spouse, civil partner, registered cohabitant under applicable law, parents, children (except as provided under the Third-party damage caused by water leakage Cover, if purchased); **(b)** if the Insured is not a natural person, the legal representative, partner with unlimited liability, director who is the legal representative, persons standing in the relationships referred to in point (a) with them, parent companies, subsidiaries, or associated companies, and their directors; **(c)** employees of the Insured who suffer damage during the course of work or service (except as provided under the Cover Employers' Liability, if purchased); **(d)** Building administrator and persons standing in the relationships referred to in letter (a) with them in the event of damage caused by their liability.

✗ **The following are excluded: fines, penalties and sanctions of any kind; damage** caused in the course of business activities; or in the course of paid work carried out by the Insured, tenants or condominium unit owners; **to:** property held by the Insured in any capacity; **by:** damp, seepage, unhealthy premises, nuclear energy, radioactivity, atomic transformation/disruption, explosive substances; electromagnetic waves or fields, asbestos or products containing asbestos; ownership, operation, and use of motor vehicles, watercraft, and aircraft; interruption, depletion, or diversion of water sources and streams; alteration or depletion of underground resources; prolonged, permanent, or repeated conduct; methods adopted by the Insured; fall of snow or ice not promptly cleared from roofs (except as provided under the Cover Damage from falling snow or ice, if purchased); air, water, and soil pollution

reconstruction costs with resilience and prevention criteria against Flood, Inundation, River Overflow and Waterlogging and Cloudbursts (Build Back Better);
- DEDICATO A TE: Fire damage to the Contents of individual Residential units; Extension to glass of individual property units; Electrical damage to individual property unit systems; Electrical damage to Contents of individual Residential units; Theft for individual Residential units; Administrator's safe.

IN ACCORDO - PROTEZIONE PATRIMONIO

✓ Third Party Liability: covers third-party liability arising from accidental events (other than water leaks and sewer backup) related to the ownership of the Building, its fixed systems, and shared photovoltaic/solar thermal systems, or to the operation of its Common Areas.

The following Ancillary Covers are also available:
– Employers' Liability; Third-party damage caused by water leakage; Damage from falling snow or ice; Personal and direct third-party liability of the caretaker or staff;
– DEDICATO A TE: Third Party Liability for occupancy of individual property units; Third Party Liability of the condominium administrator.

IN ACCORDO - LEGAL PROTECTION AND FINANCIAL LOSSES

✓ Legal protection: reimbursement of the costs of legal and expert assistance for the defence and protection of the Insured's rights concerning the Building in the event of: criminal defence, for Misdemeanours and Negligent Offences, and for Intentional Offences if the insured is discharged or acquitted with a Final Judgment, or in cases of dismissal due to unsubstantiated criminal charges, or Reclassification of the offence from intentional to negligent; legal disputes for Non-contractual Damages suffered due to a third-party Tort; defence against claims for Non-contractual Damages as a result of alleged unlawful conduct of the Insured; civil litigation disputes with an amount in dispute exceeding EUR 500.00 relating to: contractual disputes with suppliers; individual employment disputes with the Policyholder's employees; disputes concerning ownership rights and other rights in rem; opposition before the Competent Authority against an administrative penalty (provided it relates solely to the payment of a sum of money and the fine imposed per individual violation is at least EUR 1,000.00);

✓ Legal advice by telephone on matters covered by the policy.

The following Ancillary Covers are also available: Disputes with condominium unit owners and tenants; Tax incentive package; Financial losses and Financial losses extended.

All the Covers offered are provided within the Insured Sums and the Coverage Limits and Indemnity Limits respectively specified in the Policy.

(except as provided under the Cover Accidental pollution damage); water leaks, sewer backup, Blockages, or overflow of systems and downspouts (except as provided under the Cover Third-party damage caused by water leakage, if purchased); **resulting from:** war, whether declared or not, civil war, mutiny, civil unrest, acts of terrorism, sabotage or similar events; **eligible for indemnification under the In solidità Covers; relating to:** the occupancy of individual Property units (except as provided under the Cover Third Party Liability for occupancy of individual property units, if purchased).

IN ACCORDO - LEGAL PROTECTION AND FINANCIAL LOSSES

✘ **Fines and penalties, as well as tax charges** are excluded.
✘ **The following are excluded: damage resulting from** ecological, nuclear or radioactive disasters; natural events for which a state of natural disaster or emergency has been declared; civil unrest; acts of war; acts of terrorism; strikes and lockouts; **disputes and proceedings relating to** the ownership or driving of vehicles, watercraft and aircraft in general; sale and purchase; renovation involving a substantial alteration to the property; demolition and new construction of buildings; **disputes, proceedings and financial losses arising from** wilful misconduct on the part of the Insured; **claims for compensation** by third parties for Non-contractual Damages if the specific third-party liability insurance policy is absent, not up to date with Premium payments, or inapplicable due to a Deductible or Uncovered Amount; disputes: with Generali Italia and DAS, insurance, welfare and social security institutions or Public Bodies; **in relation to tax matters** (except as provided for under the Legal protection Covers and the Tax incentive package, if purchased), **administrative matters** (except as provided for under the Legal Protection Cover), **with condominium unit owners or tenants** (except as provided for under the Covers Disputes with condominium unit owners and tenants and Financial losses extended – Unrecovered ordinary and heating condominium expenses, if purchased).

Are there limitations of coverage?

The Covers provide for specific Indemnity limits for certain coverages, Deductibles, Uncovered Amounts and Waiting Periods that are contained in the Terms and Conditions of Insurance marked in bold type and summarised in the Policy.

The Additional IPID contains detailed information.

Where does the coverage apply?

√ **The Pronto Avvocato Cover** applies in Italy, the Republic of San Marino and the Vatican City State, in accordance with the respective regulations; **the Benefits under the Daily Assistance and Special Assistance Covers** apply in Italy, the Republic of San Marino and the Vatican City State; **the Early return Benefit** is valid for Insureds resident in Italy, the Republic of San Marino or the Vatican City State;
√ **The Covers IN SOLIDITÀ and IN ACCORDO - PROTEZIONE PATRIMONIO** cover risks relating to buildings situated in Italy, the Republic of San Marino and the Vatican City State; the Employer's Liability Cover applies to damage occurring worldwide;
√ **the Covers IN ACCORDO – LEGAL PROTECTION** apply to Claims occurring and to be subject to legal proceedings and enforcement: in all European countries, in cases of criminal proceedings or Non-contractual Damage; in European Union countries, Switzerland, Principality of Monaco, Liechtenstein, and the United Kingdom, in cases of civil law contractual disputes; in Italy, Republic of San Marino, and Vatican City State, in cases of appeals against Administrative Penalties, disputes concerning ownership rights and rights in rem, and for the Ancillary Covers Disputes with condominium unit owners and tenants, Tax incentive package, Financial Losses, and Financial losses extended. The Legal advice by telephone insurance service applies in relation to the legislation in force in Italy, the Republic of San Marino and the Vatican City State.

What are my obligations?

The Policyholder or the Insured **shall**:
– make precise and complete declarations to Generali Italia to allow it to correctly assess the risk to be insured;
– communicate in writing to Generali Italia any change that entails aggravation or decrease of the insured risk and the existence or subsequent stipulation of other insurances for the same risk;
– allow Generali Italia to visit the insured property and provide all the necessary indications and information;
– in the event of a Claim with damage to property: do everything possible to prevent or limit the consequences of the damage and preserve the remaining property; notify the Agency that manages the contract or Generali Italia within 3 days and, within the following 5 days, send a written report; in the event of Theft, Fire, Explosion, Burst or vandalism, and in any case at the request of Generali Italia, report the Claim to the Judicial or Police Authority; keep the remains of the accident until the Claim has been settled; prepare a detailed list of the damage suffered and a detailed status of the other insured property; in the event of Theft, provide evidence of the nature, quantity and value of the property present at the time of the Claim, as well as any resulting damage and losses, and keep the relevant documents to hand;

- in the event of a Third Party Liability Claim: submit the report to the Agency that manages the contract or to Generali Italia within 3 days; immediately inform Generali Italia of any document that is served on them by a Bailiff and provide all necessary deeds and documents, regularised according to the applicable stamp duty and registration tax regulations;
- in the event of a Claim concerning the Covers Legal Protection and Financial Losses: immediately report the event to DAS via the dedicated telephone numbers or by email to sinistri@das.it; in case of criminal proceedings, report the Claim when the criminal proceedings commence or, in any case, at the time when they becomes aware of their involvement in the criminal investigation; immediately provide DAS with a copy of any deeds or documents received after reporting the Claim and any useful information for the management of their case.
- to activate the Assistance Benefits, the Pronto Avvocato service and the Legal advice by telephone: call the dedicated telephone numbers and provide the necessary information.

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 single payment or in 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) instalments.

The first Premium or the first Premium instalment shall be paid to the Agency to which the contract is assigned or to Generali Italia when the Policy is issued; subsequent Premiums or Premium instalments following the first shall be paid in the same manner no later than the 30th day after the relevant due date.

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 placed entirely by means of distance communication techniques, in case the Policyholder exercises their right to withdraw, Generali Italia shall, within 30 days of receipt of the withdrawal notice, refund the Premium paid, excluding taxes. In other cases where the Policyholder or Generali Italia exercises the right of withdrawal, within 15 days of the date on which the withdrawal takes effect, Generali Italia shall refund any portion of the Premium paid and unearned, excluding 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 Natural 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 Third Party Liability of the condominium administrator 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 Waiting Period is provided: 10 days for the Weather Events Covers; 15 days for the Covers Earthquake and Climate-related Events; 90 days for the Legal protection Cover, in cases of civil law disputes of a contractual nature and individual employment disputes, and for the Covers Disputes with condominium unit owners and tenants and Financial losses extended – Unrecovered ordinary and heating condominium expenses, if purchased.**



How can I cancel the policy?

The Policyholder or Generali Italia may prevent the tacit renewal of the policy, where applicable, or of the Natural Events Covers only, where such covers have been activated, by giving written notice of **cancellation at least 30 days before the relevant expiry date**. In case **Covers providing a term longer that five years** are entered into, against the reduction in the Premium that is in any case envisaged for all Covers with a multi-year term, the Policyholder may exercise their **right of withdrawal after five years, with at least 30 days' prior written notice**. Withdrawal takes effect at the end of the year in which it is 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 Weather events and Earthquake and Climate-related 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 report 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 Natural Events Covers at any time** with a **30-day prior notice. If the contract is placed entirely by means of distance communication techniques, the Policyholder may withdraw within 14 days of its signing. In this case, they 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 for the coverage of risks related to Residential Buildings and Buildings consisting entirely of private garages

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

Product: ViviCondomìnio

update date: 11.07.2026

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 shall 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: 041.5492111; website: www.generali.it; email address: info.it@generali.com; certified email address: generaliitalia@pec.generaligroup.com and it is registered under No. 1.00021 in the Register of Insurance Companies.

Shareholders' equity as at 31.12.2025: EUR 8,716,522,469, of which the economic result for the period EUR 1,180,954,268. The figures refer to the latest approved financial statements. Solvency ratio: 258% (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) is available at https://www.generali.it/note-legali.

The contract is governed by Italian law.

Product

What is covered by the Insurance?

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

What is NOT covered by the insurance?

Excluded risks

- PREVENZIONE E ASSISTENZA – DAILY ASSISTANCE **Sending an electrician for emergency repairs to common areas**: short circuit due to loose connections, interruption of power supply by the utility provider, faults in the utility provider's supply cable. **Sending a plumber for emergency repairs**: 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. **Emergency repairs for water damage**: faults and blockages of taps or flexible hoses, breakage of the Building's external pipes, negligence of the Insured, interruption of supply by the utility provider; overflow caused by sewer backup and blockage of flexible hoses connected to sanitary facilities.
- IN SOLIDITÀ: STABILE START **Additional expenses**: damages from delays in the restoration of premises, from delays in renting or occupying restored premises; fines, penalties, administrative penalties. **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, Inundations, River Overflows, Floods, avalanches, deluges, volcanic eruptions, bradyseism, subsidence or landslide, hurricanes, whirlwinds or sea storms and other atmospheric events, oxidation, corrosion, rust, encrustation. **Extension to common areas glass**: 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, Earthquake, Floods, Inundation, River Overflow, Waterlogging and Cloudbursts, 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; damage by trees and plants on condominium property affected by pathogens or infested by insects or other animals that impair their static and biomechanical stability. **Theft for renewable energy systems**: 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; intent of the Policyholder, the Insured or their family members or registered cohabitants; indirect damages. **Additional indemnity for Photovoltaic systems:** strikes, lockouts, measures imposed by the authorities; difficulties in reconstructing or restoring or replacing destroyed or damaged things due to external causes such as town planning regulations or other legal provisions, natural disasters, strikes that prevent or slow down the supply of materials, states of war and similar events. EXTRAORDINARY EVENTS **Breakdowns caused by thieves and Theft of Fixtures and Fittings:** damage to glass. **Socio-political events**: damage caused by theft, by soiling, during confiscation, seizure, requisition of the Building by order of the Authorities, damages other than Fire, Explosion and Burst occurring during non-military occupation for more than five days. WATER AND ELECTRICAL SYSTEMS **Water main:** water leakage resulting from a burst pipe caused by freezing; Blockage of pipes and conduits; backflow or overflow from sewers; malfunction of systems without any breakage; damp; dripping; interruption of business; to the Building caused by structural failure, subsidence or landslides; costs for the demolition, clearance and restoration of parts of the Building and its systems, incurred in order to investigate or eliminate the cause of the water leakage. **Blockage of pipes and sewer backflow:** Blockage of rainwater pipes and drains not caused by hail or snow; blockages in the public sewerage system; **Trace and access: water damage and gas leakage:** for water damage from mains, expenses arising from rainwater infiltration and frost; expenses relating to external (non-built-in) rainwater collection and drainage systems, underground systems and pipes, irrigation systems, and all systems serving swimming pools **Trace and access: blockage of pipes or conduit systems:** expenses arising from rainwater infiltration and frost; expenses relating to external (non-built-in) rainwater collection and drainage systems, underground systems and pipes, irrigation systems, and all systems serving swimming pools, and expenses for the use of drain snakes or high-pressure water jets (canal jet). **Extension for blockage clearing costs (canal jet):** Blockage located in public sewer network discharge pipes**. Trace and access extension for underground pipes** rainwater ingress, frost, Blockages or backflow in the sewerage system; failure of swimming pool filling and drainage systems; failure of irrigation

systems. **Reimbursement of increased water bill for water leaks:** refunds received from the water supply company and reductions in the amount of any overcharge as provided for in the supply contract. **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 Property units or garages. **Breakdown of common systems:** damage to electrical transformers and power generators resulting from material or manufacturing defects, wear and tear, or tampering; damage to electrical and telephone supply systems owned by utility companies; damage to systems serving individual Property units or individual garages exclusively; damage caused by deterioration, wear and tear, oxidation due to use, or the gradual action of atmospheric events; damage arising from assembly and disassembly operations; damage to electronic modules and components of Energy Systems (functionality checks, preventive maintenance, rectifying faults and defects following wear and tear, rectifying damage and faults, including replacement parts and labour costs, occurring during use without the intervention of an external cause); damage to Renewable energy systems. NATURAL EVENTS - Weather Events **Wind and rain, Hail and Snow overload:** damage caused by tidal waves, tides, storm surges, seawater, Floods and Inundations, formation of streams, external accumulation of water, Waterlogging, land subsidence, landslides, and mudslides, frost, hoarfrost, drought, Lightning and atmospheric electricity, dripping, humidity, snowslides, avalanches, and air displacement, breakage, backup, or Blockage of rainwater drainage systems; damage sustained by abandoned Buildings, buildings under construction or renovation, canopies, awnings, signage, solar/photovoltaic panels, outdoor assets, wooden, plastic, or open buildings, verandas and coverings of porches, balconies, terraces, air-supported structures, tensile structures, marquee structures and their Contents, glass or crystal sheets, shared mirrors, glass sheets acting as balcony parapets, Renewable energy systems in so far as they are not included under the “Building” Category, other outdoor systems, including those for heating and air conditioning, even if permanently fixed for use and purpose. For snow overload on roofs: damage to roof tiles and waterproofing, and breakage of windows, window frames, skylights, aerials and chimneys, provided they have not been damaged by the collapse of the Building or load-bearing structure; damage resulting from the breakage or deformation of guttering. **Wind and rain, Hail and Snow overload on Solar thermal and photovoltaic systems:** tsunamis, tides, storm surges, and seawater ingress; Floods and Inundation, the formation of streams or the accumulation of water, and Waterlogging; subsidence, landslides and ground collapse; frost, hoarfrost, drought, lightning and atmospheric electricity in general; drip-through or damp; avalanches, snow slides and air currents; breakage, backflow or Blockage of rainwater drainage systems; damage to abandoned buildings, those under construction or undergoing renovation. **Snow overload extension**: damage to tents, signs and similar items, wooden, plastic or open buildings, verandas and roofs of balconies, terraces. **Weather Events on buildings open on one or more sides:** damage to property beneath them. NATURAL EVENTS - Earthquake and Climate-related Events **Earthquake:** damage caused by Explosion, the emission of heat or radiation, a volcanic eruption, Inundation, River Overflow, Flood, even if caused by an Earthquake; failure or disruption in the production or distribution of energy not directly linked to the Earthquake’s effect on the Building; theft, loss, robbery, looting and shortages; indirect damage to pressurised warehouses, marquees and tensile structures; **damage to buildings** under construction or renovation, built without the necessary planning permission or in a manner that does not comply with the technical building regulations for seismic zones in force at the date of construction, or declared unfit for use at the time the Cover comes into effect. **Flood, Inundation, River Overflow**: damage caused by coastal storm, tide, tidal wave, sea water, dampness, dripping, seepage, infiltration, failure or breakdown of automatic extinguishing systems, failure or abnormal production or distribution of energy not directly caused by the Flood, Inundation or River Overflow on the Building, by Waterlogging and Cloudbursts, sewer overflow or backflow not directly related to the event, landslide, subsidence or landslip of the ground, to mobile outdoor entities, to buildings in Floodplains. **Waterlogging and Cloudbursts**: damage covered under the Flood, Inundation, River Overflow 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. SPECIALE APPARTAMENTO **Extension to glass of individual Residential 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 individual property unit systems:** 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, occurred during assembly or disassembly not connected with maintenance or overhaul work, or during commissioning or testing. **Electrical damage to Contents of individual Residential 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 commissioning or testing operations; due to defects known to the Insured or Policyholder at the time the contract was executed or for which the manufacturer or supplier is liable. For Electronic and specialist equipment: damage to electrical, electronic, electromechanical components or during use without external causes. **Theft for individual Residential 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 precious items and Valuables; occurring when the dwelling is unoccupied for more than 180 days.

– IN ACCORDO: PROTEZIONE PATRIMONIO **Commissioning of 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 systems 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. **Personal third party liability of the administrator:** damage caused by wilful misconduct on the part of the same**. Employers' Liability:** occupational illnesses. **Third-party damage caused by water leakage**: 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 premises caused by rainwater. **Personal and direct third-party liability of the caretaker or staff**: 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 responsibilities assumed voluntarily. DEDICATO A TE **Third Party Liability for occupancy of individual property units**: damage to the spouse, registered cohabitant, 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. **Third Party Liability of the condominium administrator:** penalties or fines of a non-tax nature to the Condominium or individual condominium unit owners for the administrator's errors; damages from loss, destruction or deterioration of 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 SOLIDITÀ AND IN ACCORDO - PROTEZIONE PATRIMONIO AND DEDICATO A TE Cyber Exclusion: the following are excluded: losses, liabilities, Physical Damage or non-physical damages of any nature whatsoever, damages from interruption of business, loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or Theft of any Computer Data or any other amount relating to the value of the Computer Data itself directly or indirectly caused by, arising out of, connected with or attributable even in part to the following events: Cyber Act and Cyber Incident, including any action taken to control, prevent, terminate or otherwise remedy them.

– IN ACCORDO - LEGAL PROTECTION AND FINANCIAL LOSSES: expenses, even if estimated, 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 not actually carried out and detailed in the bill; travel and accommodation 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; expenses payable by other debtors borne by 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); 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. For the **Financial losses extended Cover - Unrecovered ordinary and heating condominium expenses**: arrears already existing as at the effective date of the Insurance or constituting the continuation of previous unrectified arrears; unfindability of the defaulting condominium unit owner; failure to initiate or complete the cost recovery activities provided for under the Disputes with condominium unit owners and tenants Cover; appointment of a lawyer other than the one designated by DAS for the condominium fee recovery phase and the subsequent enforcement phase; financial losses for extraordinary maintenance or renovation costs and for unrecovered condominium expenses if further attempts at enforcement are made after the first, without agreement with DAS; financial losses relating to the debt position of a defaulting condominium unit owner against whom the Cover has already been activated.

Are there limitations of coverage?

– PREVENZIONE E ASSISTENZA: **Any Benefit that does not relate to requests for information from the Organisational Structure may be provided up to a maximum of three times per insurance year, unless otherwise specified.** The **following specific limits also apply.** DAILY ASSISTANCE, **for each Benefit provided**: 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, up to 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 domestic helper**: EUR 200.00 per Claim for a maximum of 5 Benefits of 2 hours each. **Travel of a family member**: EUR 300.00 per Claim. **Removal**: EUR 1,000.00 once and per insurance year. **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 and EUR 500.00 from abroad.

– IN SOLIDITÀ: STABILE START **Photovoltaic systems:** for storage batteries, the Indemnity limit is EUR 10,000.00. **Demolition and clearing expenses** Indemnity limit specified in the Policy, with a sub-limit of 5% for toxic and harmful waste; for Claims arising from the Covers Weather Events (if activated), up to 10% of the Indemnity; for Claims under the Ancillary Cover Extension to the garden up to EUR 2,000.00, also per insurance year; for Claims under the Ancillary Cover Falling trees and plants up to EUR 10,000.00, also per insurance year. **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. **Loss of rent**: for a maximum of 12 months and up to 1/15th of the sum pertaining to the individual Property units in relation to the insured value for the Building. **Expenses for Building unfit for occupation:**: 5% of the Indemnity payable with a maximum of EUR 5,000.00. **Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics**: 20% of the Indemnity payable. **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 common areas glass**: Deductible, if any, and Indemnity limit specified in the Policy. **Extension to the garden**: Deductible EUR 250.00 - Indemnity limit EUR 10,000.00 per Claim per insurance year for tree damage and replanting costs. **Falling trees and plants**: 10% Uncovered Amount - minimum EUR 300.00 - Indemnity limit per Claim and insurance year 20% of the Insured sum with a maximum of EUR 50,000.00 for damage to the insured property. **Extension for higher expenses for historical and artistic buildings**: Coverage Limit per Claim per insurance year specified in the Policy. **Theft for Renewable energy systems:** 10% Uncovered Amount minimum EUR 1,000.00, 20% Uncovered Amount for Theft inside the Building without evidence of forcing or break-in of locking devices - Indemnity limit 50% of the Insured sum. **Additional indemnity for Photovoltaic systems:** Deductible and Indemnity limit per Claim specified in the Policy. EXTRAORDINARY EVENTS **Breakdowns caused by thieves and theft of fixtures and fittings**: Indemnity limit per Claim and limit per insurance year specified in the Policy. **Socio-political events:** 10% Uncovered Amount with the minimum, if any, specified in the Policy – the Indemnity limit per Claim is a percentage of the insured sum specified in the Policy; for damage to the External thermal insulation, the Indemnity limit per Claim and per insurance year is specified in the Policy; for damage caused by graffiti by persons taking part in authorised demonstrations: Deductible 250.00 – Indemnity limit of EUR 1,000.00 per insurance year. **Demolition and clearing expenses** within the limit specified in the Policy for Demolition and clearing expenses. **Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics:** within the Insured sum for the Building, with a limit of 20% of the Indemnity payable. WATER AND ELECTRICAL SYSTEMS **Water main**: Deductible specified in the Policy. **Damage to third-party property in basement/semi-basement premises**: 10% Uncovered Amount for a minimum of EUR 500.00 - Indemnity limits EUR 100,000.00 per Claim and insurance year (motor vehicle third-party liability Coverage Limit); **Business interruption losses due to water damage**: 10% Uncovered Amount with a minimum of EUR 250.00 - Indemnity limit EUR 50,000.00 per Claim and insurance year. **Blockage of pipes and sewer backflow**: Deductible specified in the Policy – Indemnity limits per Claim and per insurance year specified in the Policy, for damage caused by blockages in pipes and drainage systems for the collection or discharge of rainwater resulting from hail or snow, the limits are EUR 3,000.00 per Claim and EUR 5,000.00 per insurance year. **Trace and access: water damage and gas leakage**: Deductible specified in the Policy – for gas leaks 20% Uncovered Amount – minimum equal to the Deductible in the event that the utility company does not intervene – Indemnity limits per Claim and per insurance year specified in the Policy. **Trace and access: blockage of pipes or conduit systems:** Deductible specified in the Policy - Indemnity limit per Claim and per insurance year specified in the Policy; **Frost:** Deductible specified in the Policy - Indemnity limit per Claim and per insurance year specified in the Policy. **Extension for blockage clearing costs (canal jet)**: Deductible and Indemnity limit per Claim and per insurance year specified in the Policy. **Trace and access extension for underground pipes** Deductible specified in the Policy - Indemnity limit per Claim and per insurance year specified in the Policy. **Reimbursement of increased water bill for water leaks**: Deductible specified in the Policy - limit per Claim and per insurance year specified in the Policy. **Extension covering the cost of flooring no longer available**: limits per Claim and per insurance year specified in the Policy. **Electrical damage to common systems**: Uncovered Amount percentage and minimum Uncovered Amount specified in the Policy – Indemnity limit per Claim and per insurance year specified in the Policy. **Breakdown of common systems:** Uncovered Amount percentage and minimum Uncovered Amount specified in the Policy – Indemnity limit per Claim and per insurance year specified in the Policy. NATURAL EVENTS - Weather Events **Wind and rain, Hail and Snow overload**: Uncovered Amount and minimum Uncovered Amount per Claim, as specified in the Policy for Wind and rain, Hail and Snow overload – limit per Claim as a percentage of the Insured sum for the Building Category, as specified in the Policy for Wind and rain, Hail, Snow overload, with the following limits: for damage to the External thermal insulation, per Claim and insurance year specified in the Policy; for damage to external installations: EUR 30,000.00; for damage to the walls of the Building with a curtain wall system: 10% of the Insured sum specified in the Policy; for damage to fibre-cement and asbestos-cement sheets caused by wind and objects carried by it: EUR 3,000.00 per Claim and insurance year. **Extension for Hail and Wind on fragile items**: Uncovered Amount and minimum Uncovered Amount per Claim specified in the Policy – Indemnity limit specified in the Policy. **Wind and rain, Hail and Snow overload on Solar thermal and photovoltaic systems:** Uncovered Amount and minimum Uncovered Amount per Claim, as specified in the Policy for Wind and rain, Hail and Snow overload – Indemnity limit per Claim for Wind and rain, Snow overload is a percentage of the Insured sum under the Renewable energy systems Category as specified in the Policy; for Hail coverage, the Indemnity limit is as specified in the Policy. **Snow overload extension**: Deductible EUR 500.00 and Indemnity

limit per Claim EUR 10,000.00. **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. **Weather Events on Buildings open on one or more sides**: Deductible EUR 500.00 and Indemnity limit per Claim EUR 20,000.00. **Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics:** within the Insured sum for the Building, with a limit of 20% of the Indemnity payable. NATURAL EVENTS - Earthquake and Climate-related Events **Earthquake:** Uncovered Amount and minimum Uncovered Amount per Claim as specified in the Policy (minimum doubled if the declared Construction Type of the Building is non-compliant, provided it is less hazardous) - Indemnity limit per insurance year: a percentage of the Insured sum for the insured property specified in the Policy (maximum Indemnity reduced by 10% if the declared Construction Type of the Building carries an increased hazard level). **Flood, Inundation**, **River Overflow:** Uncovered Amount and minimum Uncovered Amount per Claim specified in the Policy – Indemnity limit per insurance year: % of the Insured sum for the insured property specified in the Policy. **Waterlogging and Cloudbursts**: Uncovered Amount and minimum Uncovered Amount per Claim as specified in the Policy – Indemnity limit per insurance year specified in the Policy. **Demolition and clearing expenses** Indemnity limit within the limit per insurance year specified in the Policy for the Cover affected by the Claim and, in any event, within the Insured sum for the Building, subject to a limit of EUR 10,000.00 per Claim if the indemnifiable loss is ≤ EUR 100,000.00 and 10% of the indemnifiable loss, subject to a maximum of EUR 50,000.00 per Claim, if the indemnifiable loss is > of EUR 100,000.00. **Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics:** applies if the total loss amounts to at least EUR 100,000.00 – within the Indemnity limit of the Cover, Flood, Inundation, River Overflow or the Cover Waterlogging and Cloudbursts, subject to a limit of 10% of the total Indemnity due, up to a maximum of EUR 50,000.00. SPECIALE APPARTAMENTO **Fire damage to the Contents of individual Residential units:** Indemnity Limit: The Insured sum per individual Residential Unit as specified in the Policy, subject to a limit of 10% for appurtenances (increased to 20% if similar coverage applies to the individual Residential Unit). **Extension to glass of individual property units**: Deductible EUR 100.00 – Indemnity limit EUR 1,000.00 per property unit per insurance year / EUR 15,000.00 for all Property units per insurance year. **Electrical damage to individual property unit systems**: Deductible EUR 300.00 – Indemnity limit of EUR 2,000.00 per Claim per property unit and the limit per insurance year for all Property units as specified in the Policy. **Electrical damage to Contents of individual Residential units**: Deductible of EUR 200.00, which does not apply if similar cover is in place for the individual residential unit – Indemnity limit of EUR 1,000.00 per residential unit per insurance year, and annual limit for all Residential units specified in the Policy. **Theft for individual Residential units**: in the event of theft through the use of lock picks or similar tools, i.e. without forcing the security and locking mechanisms of the premises, a 20% Uncovered Amount applies, reduced to 10% if equivalent coverage is in place for the individual Residential unit – Indemnity limit EUR 2,000.00 per Claim per Residential unit and EUR 10,000.00 per Claim and insurance year; SPECIALE AMMINISTRATORE **Administrator's safe**: 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 specified in the Policy (if any). **Commissioning of 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. **Damage to third parties caused by Fire**: within the overall Coverage Limit of EUR 3,000,000.00. **Business interruption losses**: 10% Uncovered Amount minimum EUR 500.00 - Indemnity limit 20% of the Coverage Limit. **Accidental pollution damage**: 10% Uncovered Amount with a minimum of EUR 2,500.00 - Indemnity limit EUR 250,000.00 per Claim and insurance year. **Employers' Liability**: for damage not covered by the legislation on compulsory workers' compensation insurance, 6% Deductible applies to Permanent disability. **In the event of a Claim affecting both the Third Party Liability and Employers' Liability Covers**: Aggregate Coverage Limit specified in the Policy. **Third-party damage caused by water leakage**: Deductible specified in the Policy (the same Deductible as that provided for the Water main Cover under the In solidità section); **Damage from falling snow or ice**: 10% Uncovered Amount, subject to a minimum of EUR 500.00 – Indemnity limit within the Third Party Liability Coverage Limit, subject to the limit specified in the Policy. **Personal and direct third-party liability of the caretaker or staff**: for damage to property Uncovered Amount 10% minimum EUR 200.00 and maximum EUR 3,000.00. SPECIALE APPARTAMENTO **Third Party Liability for occupancy of individual property units:** Deductible EUR 200.00 for damage to the Building; Commissioning of Extraordinary Maintenance Work by the tenant: Deductible EUR 200.00 – Indemnity limit EUR 100,000.00 per Claim and insurance year; Damage caused by water leakage to third-party property in basement/semi-basement premises: 10% Uncovered Amount with a minimum of EUR 500.00 - Indemnity limit EUR 100,000.00 per Claim and insurance year (for motor vehicles the entire Coverage Limit shall apply) - Business interruption losses resulting from water leakage: 10% Uncovered Amount with a minimum of EUR 250.00 - Indemnity limit EUR 50,000.00 per Claim and insurance year. SPECIALE AMMINISTRATORE **Third Party 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 – LEGAL PROTECTION AND FINANCIAL LOSSES: For some types of cover, a minimum dispute value applies. **Attorney for substituted service expenses,** if necessary, up to EUR 3,000.00 per dispute. **Disputes with condominium unit owners and tenants**: 3 Claims per insurance year; **Privacy and CCTV:** 25% Uncovered Amount. **Post-inspection document revision** and **Privacy and CCTV:** the total Indemnity limit is EUR 5,000.00 per Claim and per insurance year. **Unrecovered ordinary and heating condominium expenses:** Indemnity limit EUR 1,500.00 per Claim and a limit of 3 Claims per insurance year; this cover applies as excess coverage if other insurance coverage is in force.

Who is this product aimed at?

This product is aimed at individuals, businesses and other organisations, whether sole owners or condominium unit owners, of residential Buildings and Buildings consisting entirely of private garages (100% private garages) who have specified, in relation to the chosen Covers:

– the need for Protection of assets in relation to the Covers under the In accordo section and for the Ancillary Cover Additional indemnity for photovoltaic systems set out in the In solidità section;

– the need for Protection of assets in respect of all other Covers under the In solidità section;

– The need for Assistance and help in relation to the Covers Pronto Avvocato and Assistenza.

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?

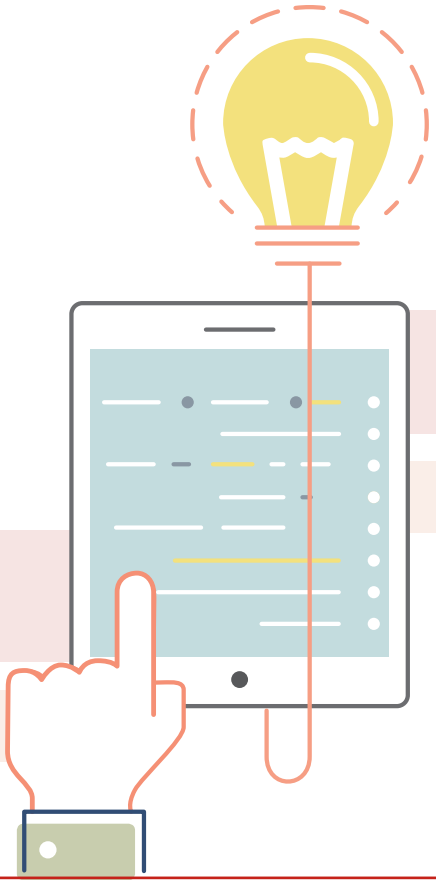
With the Insurance Company	Complaints may be lodged in the following ways: • By letter sent to Generali Italia S.p.A. - Customer Advocacy and Protection - Via Leonida Bissolati, 23 - Rome; • - Postcode 00187; • Via the Insurance Company's website www.generali.it,, in the Complaints section; • By email to: reclami.it@generali.com. The corporate function in charge of handling complaints is Customer Advocacy and Protection. Feedback shall 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 email: 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 Ombudsman	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 shall 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	Mediation, as required by law, is mandatory and constitutes a precondition for admissibility in any disputes regarding insurance contracts. The application shall be sent to the certified email address generali_mediazione@pec.generaligroup.com or at the registered office of Generali. 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 No. 98 of 9/8/2013).
Assisted negotiation	It is possible to resort to assisted negotiation 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 with damage to insured property. The parties shall each appoint an expert and the agreement shall be binding on the parties. The application for activation shall be addressed to the certified email address: generaliitalia@pec.generaligroup.com or by registered letter 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 – Legal Protection and Financial Losses 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 or https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net_it.
TAX TREATMENT	
Tax law provisions applicable to the contract	The tax due on the taxable Premium is: 10% for **Assistenza Covers;** 21.25% for **In accordo - Legal Protection and Financial Losses Covers**; 22.25% (of which 1% anti-racket - anti-usury surcharge) for **other Covers subject to the tax**. Insurance tax is not due for the Covers Earthquake and Climate-related Events on residential Property units, 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 recurrent illnesses, 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 illness. 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.
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 transaction, 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 RESERVED 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.

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PRODUCT FEATURES

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;
- Rules operating in the event of a Claim.

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

- PREVENZIONE E ASSISTENZA
  - Pronto Avvocato
  - Prevenzione e Assistenza
- IN SOLIDITÀ:
  - Stabile start
  - Extraordinary Events
  - Water and electrical systems
  - Natural Events
    - Weather Events
    - Earthquake and Climate-related Events

  Dedicato a te - Speciale appartamento

  Dedicato a te - Speciale amministratore
- IN ACCORDO:
  - Protezione patrimonio

  Dedicato a te - Speciale appartamento

  Dedicato a te - Speciale amministratore
  - Legal Protection and Financial Losses

How it works

ViviCondomìnio is a multi-risk insurance solution designed to protect owners in a condominium or individual owners of Residential Buildings (buildings with at least two Property units used as dwellings, offices, or professional practices) and buildings consisting entirely of private garages (100% private garages), offering a wide range of coverages to protect the property, its occupants, and those who manage or work in it.

To enter into the contract **at least one of the following Covers must be activated**:

- In solidità - Stabile start
- In accordo - Protezione patrimonio (applicable to Building Types “Condominium”, “Single-owner building for civil use” and “100% private garages”)
- In accordo - Legal protection and Financial losses (applicable to Building Types “Condominium”, “Single-owner building for civil use”, “Empty and unoccupied buildings” and “100% private garages”)

If one of these Covers is in place, the Pronto Avvocato telephone legal advice service is **always active**. The Pronto Avvocato service cannot be activated in the case of a contract involving a single upfront payment of the premium.

The Prevenzione e Assistenza Covers **can be activated** with the In solidità – Stabile start section for the Building Types "Condominium" and “Single-owner building for civil use”.

The Covers

– In solidità – Extraordinary Events
– In solidità – Water and electrical systems
– In solidità – Natural Events – Weather Events

can be activated with In solidità – Stabile start for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages".

The Covers In solidità – Natural Events – Earthquake and Climate-related Events – are not intended for parties subject to the obligation set out in Law No. 213 of 30 December 2023. **They can be activated with** In solidità - Stabile start:

- for the Building Types "Condominium", “Single-owner building for civil use” and "Empty and unoccupied buildings", **only for Property units not subject to the compulsory coverage for natural disasters and catastrophic events provided for by Law No. 213 of 30 December 2023**;
- for the Building Type “100% private garages”, **if the entire Building is not subject to the compulsory coverage for natural disasters and catastrophic events provided for by Law No. 213 of 30 December 2023**.

The Covers Dedicato a te - Speciale appartamento are ancillary to the Covers In solidità and In accordo – Protezione patrimonio, and are designed to meet specific needs regarding the protection of property and assets for the Building Types "Condominium" and "Single-owner building for civil use".

The Covers Dedicato a te - Speciale amministratore are ancillary to the Covers In solidità and In accordo – Protezione patrimonio, and are designed to meet specific needs regarding the protection of property and assets for the Building Types "Condominium”, "Single-owner building for civil use” and “100% private garages”.

The Covers are effective if they are stated in the Policy and if the 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.

TABLE OF THE COVERS

Basic Cover	Main Cover that can be activated alone
Ancillary Cover	Cover that can only be activated with a Basic Cover
Activation conditions	Rules for activating Covers

BASIC COVERS	ANCILLARY COVERS	ACTIVATION CONDITIONS
PREVENZIONE E ASSISTENZA		
Pronto Avvocato		Legal advice insurance service always active with the Basic Covers for all types of Buildings, except in the following cases: – a contract lasting less than a year – multi-year contract with a single upfront payment of the Premium

	Prevenzione e Assistenza	
	DAILY ASSISTANCE – **Sending a glazier for emergency repairs to common areas** – **Sending a locksmith for emergency repairs to common areas** – **Sending an electrician for emergency repairs to common areas** – **Sending a plumber for emergency repairs** – **Emergency repairs for water damage**	This cover can be activated for the Building types "Condominium" and “Single-owner building for civil use” where the In solidità section applies, either on its own or in conjunction with the EXTRAORDINARY ASSISTANCE Cover **Cannot be activated** in the following cases: – a contract lasting less than a year – multi-year contract with a single upfront payment of the Premium
	EXTRAORDINARY ASSISTANCE – **Real estate tax information** – **Bureaucratic information** – **Systems safety information** – **Sending a healthcare assistant to a dependent family member** – **Sending a baby sitter/family caregiver to your home** – **Sending a domestic helper** – **Travel of a family member** – **Removal** – **Replacement accommodation costs** – **Early return**	This cover can be activated for the Building types "Condominium" and “Single-owner building for civil use” where the In solidità section applies, either on its own or in conjunction with the DAILY ASSISTANCE Cover **Cannot be activated** in the following cases: – a contract lasting less than a year – multi-year contract with a single upfront payment of the Premium
IN SOLIDITÀ		
Stabile start		
Fire and other events Building		
	Fire and other events **Renewable energy systems**	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
– **Demolition and clearing expenses**		– Always active with Fire and other events Building for all Building Types – Also active for the Cover Fire and other events Renewable energy systems, if activated This applies to all activated In Solidità Covers, **excluding the Covers Earthquake and Climate-related Events**
– **Redesign costs** – **Charges and costs to Bodies and Authorities**		Always active with Fire and other events Building for all Building Types
– **Loss of rent** – **Expenses for Building unfit for occupation**		Always active with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"

– **Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics**		Always active with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use”, "100% private garages” and "Empty and unoccupied buildings" This applies to all activated In solidità Covers relating to the Building, **excluding the Covers Earthquake and Climate-related Events**
	Collapse and structural collapse	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages”, provided that the Water main Cover is also active
	Extension to common areas glass	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Extension to the garden; Falling trees and plants	Can be activated together with Fire and other events Building for the Building Types "Condominium” and “Single-owner building for civil use”
	Extension for higher expenses for historical and artistic buildings	Can be activated with Fire and other events Building for the Building Types "Condominium” and “Single-owner building for civil use” in the case of a building with particular historical and artistic significance
	Theft for Renewable energy systems	Can be activated with Fire and other events Renewable energy systems
	Additional indemnity for Photovoltaic systems	Can be activated with Fire and other events Renewable energy systems
	Extraordinary events	
	Breakdowns caused by thieves and theft of fixtures and fittings	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Socio-political events	Can be activated with Fire and other Events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages" If the Fire and other incidents Renewable energy systems cover is activated, it also applies to such systems

	Water and electrical systems	
	Water main **Damage to third-party property in basement/semi-basement premises** **Business interruption losses due to water damage**	Can be activated with Fire and other Events Building and In accordo – Protezione patrimonio for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Blockage of pipes and sewer backflow	Can be activated with Water main for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Trace and access: water damage and gas leakage	Can be activated with Water main for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Trace and access: blockage of pipes or conduit systems	Can be activated with Blockage of pipes and sewer backflow for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Frost	Can be activated with Water main for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Extension for blockage clearing costs (canal jet)	Can be activated with Trace and access: blockage of pipes or conduit systems for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Trace and access extension for underground pipes	Can be activated with Trace and access: water damage and gas leakage for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Reimbursement of increased water bill for water leaks	Can be activated with Water main for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Extension covering the cost of flooring no longer available	Can be activated with Trace and access: water damage and gas leakage for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Electrical damage to common systems	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Breakdown of Common Systems	Can be activated with Electrical damage to common systems for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"

	NATURAL EVENTS **Weather Events**	
	Wind and rain, Hail and Snow overload	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Extension for hail and wind on fragile items	Can be activated if Wind and rain, Hail and Snow overload are active for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Wind and rain, Hail and Snow overload on Solar thermal and photovoltaic systems	This can be activated if the following Covers are all active: – Fire and other events Renewable energy systems – Wind and rain, Hail and Snow overload – Extension for hail and wind on fragile items for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Extension to anemometer-equipped sunshades	Can be activated with Wind and rain, Hail and Snow overload for the Building Types "Condominium” and “Single-owner building for civil use”
	Weather events on Buildings open on one or more sides	This can be activated if the following Covers are all active: – Wind and rain, Hail and Snow overload – Extension for hail and wind on fragile items for the Building Types "Condominium” and “Single-owner building for civil use”
	NATURAL EVENTS **Earthquake and Climate-related Events**	
	Earthquake	Can be activated with Fire and other events Building for the Building Types "Condominium", “Single-owner building for civil use”, "100% private garages” and "Empty and unoccupied buildings" Also active for the cover Renewable energy systems if Fire and other events Renewable energy systems is also active
	Flood, Inundation, River Overflow	Can be activated with Earthquake for the same Categories
	Waterlogging and Cloudbursts	Can be activated with Flood, Inundation, River Overflow for the same Categories
	Demolition and clearing expenses	Always active with: – Earthquake – Flood, Inundation, River Overflow – Waterlogging and Cloudbursts

	Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics	Always active for the Building Category with: – Earthquake – Flood, Inundation, River Overflow Building – Waterlogging and Cloudbursts
	Building reconstruction costs with resilience and prevention criteria against Flood, Inundation, River Overflow and Waterlogging and Cloudbursts (Build Back Better)	Can be activated with Flood, Inundation, River Overflow It also operates for Waterlogging and Cloudbursts damage, if such Cover is also activated
	DEDICATO A TE **Speciale appartamento**	
	Fire damage to the Contents of individual Residential units	Can be activated with Fire and other events Building for the Building Types "Condominium" and “Single-owner building for civil use”
	Extension to glass of individual property units	Can be activated with the Extension to common areas glass cover for the Building Types "Condominium" and “Single-owner building for civil use”
	Electrical damage to individual property unit systems	Can be activated with Electrical damage to common systems for the Building Types "Condominium” and “Single-owner building for civil use”
	Electrical damage to Contents of individual Residential Units	This can be activated if the following Covers are all active: – Fire damage to the Contents of individual Residential units – Electrical damage to individual property unit systems for the Building Types "Condominium" and “Single-owner building for civil use”
	Theft for individual Residential units	This can be activated if the following Covers are all active: – Breakdowns caused by thieves and theft of fixtures and fittings – Fire damage to the Contents of individual Residential units for the Building Types "Condominium" and “Single-owner building for civil use”
	DEDICATO A TE **Speciale amministratore**	
	Administrator’s safe	Can be activated for the Building Types "Condominium” and “Single-owner building for civil use”

IN ACCORDO		
Protezione patrimonio		
Third Party Liability – Centralised antennas and satellite dishes, spaces adjacent to or pertaining to the Building – Commissioning of Extraordinary Maintenance Work – Damage to third parties caused by Fire – Business interruption losses – Accidental pollution damage – Personal third party liability of the administrator		
	Employers' Liability	Can be activated with Third Party Liability
	Third-party damage caused by water leakage	Can be taken out in conjunction with Third Party Liability cover and the Covers package of the section In solidità Water main; Damage to third-party property in basement/semi-basement premises; and Business interruption losses due to water damage
	Damage from falling snow or ice	Can be activated with Third Party Liability
	Personal and direct third-party liability of the caretaker or staff	Can be activated with Third Party Liability
	DEDICATO A TE **Speciale appartamento**	
	Third Party Liability for occupancy of individual property units	Can be activated with Third Party Liability
	DEDICATO A TE **Speciale amministratore**	
	Third Party Liability of the condominium administrator	Can be activated with Third Party Liability
Legal Protection and Financial Losses		
Legal protection		
Legal advice by telephone		– Insurance service always active with Legal protection in respect of matters under the Cover – If Ancillary Covers are activated, it also operate in respect of matters covered by them

	Disputes with condominium unit owners and tenants	Can be activated with Legal protection for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"
	Tax incentive package	Can be activated with Legal protection
	Financial losses: – Post-inspection document revision – Privacy and CCTV	Package of Covers that can be activated with Legal protection
	Financial losses extended: – Post-inspection document revision – Privacy and CCTV – Unrecovered ordinary and heating condominium expenses	Covers package that can be activated with Disputes with condominium unit owners and tenants for the Building Types "Condominium", “Single-owner building for civil use” and "100% private garages"

Warnings

To make it easier to read the document, we have used the following graphic tools:

– **WARNINGS:**

To draw attention on knowing particular rules

– **Bold typeface: used to give extra emphasis to the text, special attention should be given when reading it**
– **Capitalised initial letter: to indicate that the word is used and has the meaning described in the definitions**
– **Box with examples:**

To help understanding, using a practical example, the content or application of the Cover, Benefit or service.

- **For the legal advice by telephone provided under the Pronto Avvocato Cover,**
- **To activate the Prevenzione e Assistenza Benefits,**
- **For the post-loss salvage and remediation services referred to in Gruppo per Emergency Response Programme,**
- **In the event of a Claim under the Covers In accordo - Legal protection and Financial losses and to activate the Legal Advice insurance service relating to Legal Protection cover,**

the Policyholder or Insured may contact the numbers:

Toll-free number **800 880 880**

+39 02 8295 1155 for calls from abroad

In the event of a Claim on the Covers In accordo - Legal Protection and Financial Losses, one can also use the e-mail: sinistri@das.it and all complaints, documents, and any other elements relating to such Claims must be sent to the latter.

In the event of a Claim on the other activated Covers, the Policyholder or Insured shall immediately report it to the relevant Agency which will provide help. Alternatively, they can send a notice in writing to the registered office of Generali Italia by registered letter or certified mail to the following addresses:

Generali Italia S.p.A.

Via Marocchesa 14 - 31021 Mogliano Veneto (TV)

Certified email (PEC): generaliitalia@pec.generaligroup.com

It is possible to register and access the Customer Area for free from the website www.generali.it or from the MyGenerali App. Through the Customer Area it is possible to:

- **check active contracts and purchased covers;**
- **view contractual documentation;**
- **pay Policy Premiums following the completion Premium;**
- **consult and update personal data and privacy consents;**
- **report a Claim.**

DEFINITIONS

In the Specific Terms and Conditions of this product, the following terms are given the meanings specified herein and are always reported in the text with an initial capital letter:

COMMON DEFINITIONS

These definitions apply to all sections unless the term is defined otherwise in the Specific Definitions or in the Specific Terms and Conditions for that section.

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 specified in the Policy and which falls within one of the designated Construction Types. This includes: • Fixtures and Fittings; • foundation or underground works; • outbuildings and appurtenances such as heating system, 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 and other liquids serving the Building; • statues, frescos and decorations that have no artistic value; • electric vehicle charging points serving – the Building – of the individual Property units or individual garages owned by, or on loan for use to, the owner of the Building or individual condominium unit owners • other systems or installations considered immovable by nature or purpose such as, for example, External thermal insulation, gates, including electric gates, and sunshades. **Renewable energy systems are excluded.** 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 Property units of the Building itself.

Building Construction Type	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 and the like, 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 designated Construction Types are as follows. • **Steel** (see Definition) • **Reinforced Concrete** (see Definition) • **Masonry** (see Definition) • **Green Building** (see Definition) • **Wood** (see Definition)
Building Type "100% private garages"	A building, whether owned by a single owner or established as a condominium, consisting solely of private garages.
Building Type "Condominium"	A building comprising a minimum of two Property units designated for residential, office, or professional use (Building for civil use) owned by distinct persons who also hold co-ownership of the Common Areas.
Building Types	• **"Condominium" and "Single-owner building for civil use"** ◊ **At least 51% for civil use:** at least 51% of the total surface area of all floors of the Building is used as private residences, offices, or professional practices ◊ **Less than 51% for civil use:** less than 51% of the total surface area of all floors of the Building is used as private residences, offices, or professional practices**;** ◊ **Presence/absence of department stores and supermarkets with a floor area exceeding 1,000 square metres, public car parks, hotels or parts of hotels;** ◊ **Presence/Absence of:** – **cinemas, theatres, discotheques, night clubs, commercial deposits of flammables** – **petrol stations, including those adjacent to the Building (within 30 metres)** • **"100% private garages"** • **"Building under construction/renovation"** • **"Empty and unoccupied buildings"**
Building Type "Single-owner building for civil use"	A building comprising a minimum of two Property units designated for residential, office, or professional use, owned exclusively by a single person or by several persons under joint ownership.
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.
Claim	The occurrence of the harmful event for which the Cover is provided.
Common Areas	The areas of the Building which, according to Article 1117 of the Italian Civil Code, are subject to common ownership by the owners of the individual Property units, unless specified otherwise. In the case of a Building divided into several Property units with a single owner, the reference to Common Areas is always to the list set out in Article 1117 of the Italian Civil Code.
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 sub-limits of Indemnity 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 Property units or private garages, owned exclusively by persons who are also co-owners of the Common Areas.
Cover	Insurance cover provided by Generali Italia S.p.A., which, in the event of a Claim, provides for the payment of an Indemnity, compensation, reimbursement or a benefit.
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.
Explosion	Development of gases or vapours at high temperature and pressure, due to a chemical reaction that self-propagates at high speed.
External thermal insulation	Plasterable thermal insulation element for Building facades designed to correct thermal bridges across the structure where heat loss preferentially occurs due to material discontinuities or specific geometric configurations of the facade. It serves to reduce the effects of rapid or considerable variations in outside temperature.
Fire	Combustion, with flame, of material propertied outside an appropriate hearth, which can self-extend and spread.
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 vertical 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 either 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 registered cohabitant and civil partners. Minor children are always included in the household, even if they do not appear on the Family Status Certificate.
Indemnity	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 vertical 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 are also considered fireproof materials(1).

Policy	Document evidencing the Insurance and defining the active Covers.
Policyholder	Person (natural or legal person) taking out the Insurance.
Premium	Amount owed by the Policyholder to Generali Italia for the insurance coverage provided.
Property unit	Units intended for residential use or for offices, professional practice, commercial/craft activities.
Reinforced concrete (Building Construction Type)	Building with reinforced concrete vertical load-bearing structures and external walls and Roof covering of non-combustible materials for at least 90% of its surface area.
Renewable energy systems:	
Photovoltaic system	It consists of photovoltaic modules (panels), inverters, control and detection equipment, support structures and any other components closely related to the system. **The system must** be designed and installed in a workmanlike manner, provided with a statement of compliance (Di.Co.), fixed to the appropriate supports and equipped with panels certified according to the CEI standards in force at the time of installation and tested for hail. Storage batteries are included.
Solar thermal system	It consists of solar modules (panels), tank, support structures and any other components closely related to the system. **The system must** comply with the UNI EN standard in force at the time of installation and have a statement of compliance (Di.Co.). The following are included **for all types of system**: • construction works pertaining exclusively to them, even if they are foundation or underground works; • electrical and electronic components which are appurtenances of the systems exclusively. The above elements wherever placed according to natural destination within the Building.
Residential unit	Unit intended for residential use.
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).
Steel (Building Construction Type)	Building with vertical load-bearing structures made of steel and external walls and Roof covering made of non-combustible materials for at least 90% of its surface.
Waiting Period	Period following activation of the Cover and payment of the completion Premium, during which the Cover, in whole or in part, does not operate.
Waterlogging	Excess or accumulation of water in a normally dry enclosed space **not due to Flood, Inundation, River Overflow and accidental breakdowns of water, hygienic and thermal systems**.
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 plumbing 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 blocks, complete reconstruction shall be deemed to have been carried out only if it has been carried out for all the blocks; 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	The year in which construction work on the Building was completed and the relevant acceptance tests were carried out. In the case of multiple Building blocks, the Year of construction of the oldest block must be considered for the declaration to be made in the Policy.

SPECIFIC DEFINITIONS Pronto Avvocato

Administrative penalty	A measure adopted by the legal system to penalise an administrative offence, which may be enforced by an administrative authority or a judicial authority. It may take the form of the payment of a sum of money – either a fixed amount or a proportionate sum – or the suspension or revocation of licences or concessions.
Civil law	Set of rules regulating relations between private individuals (companies or individuals), as set out in the Italian Civil Code and the legislation to which it refers.
Insured	The insured parties are: – the Condominium for which the insurance policy has been taken out (excluding individual condominium unit owners) or the Policyholder who owns the Building that is not part of a condominium; – the administrator of the Condominium or, in their absence, the representative of the Condominium who effectively performs the duties of administrator, in respect of acts or events relating to the performance of their duties.
Non-contractual Damage	It is the unjust damage resulting from a Tort; it is the damage suffered by a person or properties 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.
Tort	Any act committed in violation of the rules of the legal system, other than breach of contract.

SPECIFIC DEFINITIONS Prevenzione e Assistenza

Benefits	Assistance provided to the Insured. These benefits are provided using the Organisational Structure acting on behalf of the Generali Italia S.p.A.
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	Redion Italy Insurance S.p.A. with registered office in Via del Mulino, 4 - 20057 Assago (MI) - 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 Benefits within the limits set forth in the contract and whose costs are borne by Generali Italia S.p.A.

SPECIFIC DEFINITIONS IN SOLIDITÀ AND IN ACCORDO - PROTEZIONE PATRIMONIO AND DEDICATO A TE

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 or computer data storage device, network equipment or backup facility/service.
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**, regardless 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"**.
Cyber Incident	• 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"**.
Data processing media	Any property insured by this Policy on which **"Computer data"** may be stored but not the Computer data itself.
Malware or similar	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.
Physical Damage	Destruction or deterioration of physically identifiable property.
Total ruin	Total collapse of the Building.

SPECIFIC DEFINITIONS 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.
Category	Set of goods insured with a single sum.
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.
Cloudburst	Flash flooding caused by excessive rainfall over a short period of time, due to the inability of the ground (soil or pavement) to drain or absorb the water.
Contents of individual Property/Residential units	For the Cover Fire damage to the Contents of individual Residential units: Furniture and furnishings in general within the dwelling, and all domestic and personal items located within the individual Residential units and their appurtenances, even if these do not communicate with the dwelling. Standard furnishings for offices and professional practices (**excluding electrical and electronic machinery and equipment**) are included.

	For the other Covers relating to damage to the Contents of individual Residential units: Furniture and furnishings in general within the dwelling, and all domestic and personal items located within the individual Residential units, **excluding their outbuildings and appurtenances**.
Deductible	**For Full Value Covers**: the part of the assessed damage, expressed as a fixed amount, that remains payable by the Insured in the event of a Claim. Example: Water damage to the insured Building - Water main Full 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 – Assessed damage: EUR 30,000.00 – Compensable damage: EUR 30,000.00 – Assessed damage net of the Deductible: EUR 29,500.00 (30,000.00 – 500.00) Indemnity paid: EUR 29,500.00 **For First Loss 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 electrical system of a single residential unit within the Building – First Loss Cover Electrical damage to individual property unit systems – Deductible under the cover: EUR 300.00 – Indemnity limit per individual property unit: EUR 2,000.00 – Assessed damage: EUR 4,000.00 – Compensable damage: EUR 2,000.00 Indemnity paid: EUR 1,700.00, equal to EUR 2,000.00 – EUR 300.00 (Compensable damage – Deductible agreed in the Policy)
Direct Damage	Damage due to the direct action of an event covered under the Insurance.
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 or reduction of the applicable Deductible or Uncovered Amount.
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:** deviation of the level of the electric current intensity from the nominal values expected for the correct operation of the system; • **Overvoltage:** 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 Loss	The form of insurance cover under which insurance cover is provided up to the amount of the Insured sum, regardless of the value of the insured items at the time of the Claim and without the application of the pro rata rule laid down in the Italian Civil Code(2) if the Insured sum is less than their full value. Example: Optional Electrical damage to common systems First Loss Cover – Replacement Value of the Building: EUR 300,000.00 – Insured sum at Full Value for the Building: EUR 200,000.00 – Insured sum on a First Loss basis for Electrical damage to common systems: EUR 15,000.00 – Assessed damage: 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 on a First Loss basis) without application of the pro rata 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, River Overflow	Water overflow - including the transport or mobilization of high-density sediment - from the usual banks of rivers, streams, natural or artificial reservoirs, embankments of natural and artificial watercourses, lakes, or artificial drainage systems, even when triggered by Earthquake, landslide, ground subsidence, or landslip, provided the event displays evidence of force affecting multiple properties, whether insured or uninsured, in the surrounding area.
Floodplain area	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.
Full 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 pro rata rule applies(3).
Glass	Panes of plate glass, semi-crystal, mirror, and glass, including any treatments, decorative work, and lettering, relative to Fixtures and fittings and skylights protecting transit, illumination, and ventilation openings, belonging to: – the common areas of the Building, – the individual Property units, based on the activated Covers.
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.

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.
Replacement Value	The value of the insured items obtained by estimating the expenses necessary to reconstruct or replace them with new items that are equal or equivalent in use, quality, characteristics and functionality.
Sunshades	External blinds, awnings, and sunshades, including those of individual Property units, installed on fixed structures anchored to the external walls of the Building or to the ceiling of the balconies above, including their relevant supporting structures.
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 Full 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 Full Value Cover – Agreed Uncovered Amount as set out in the Policy: 10% with a minimum of EUR 1,000.00 per Claim – 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) – Assessed damage: 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 Loss 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 of a Solar thermal and photovoltaic system outside the Building: – First Loss Cover Theft for Renewable energy systems – 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) – Assessed damage: 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)
Valuables	Money, banknotes and securities and credit instruments in general.
Value in Use	The Replacement Value reduced by a devaluation established in relation to the type, quality, functionality, performance, state of maintenance and any other concomitant circumstances - without in any case exceeding the limit of the Replacement Value
Window and door frames	Fixed or movable elements (e.g., sashes, panels, glazing) anchored to the frame of the fitting that create an opening and closing system (e.g., doors and windows).

SPECIFIC DEFINITIONS IN ACCORDO - PROTEZIONE PATRIMONIO AND DEDICATO A TE

Bodily harm	Death and bodily injury to individuals.
Chattels	Material objects and animals.
Claim	For the Ancillary Cover Third Party Liability of the condominium administrator: the claim for damages for which the Cover is provided. For all other 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 Liability: EUR 500,000.00 – Assessed damage to third parties: EUR 10,000.00 – Compensable damage: EUR 10,000.00 Indemnity paid: EUR 9,800.00, equal to EUR 1,000,000.00 - EUR 200.00 (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.
Injury	Any event due to a fortuitous, violent and external cause that produces objectively ascertainable physical injuries.
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 Indemnity/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 liability: EUR 1,000,000.00 per Claim – Indemnity limit for Accidental pollution damage: EUR 250,000.00 per Claim and insurance year – Assessed damage to third parties: EUR 500,000.00 – Compensable damage: EUR 250,000.00 – Uncovered Amount: EUR 25,000.00 (10% of the Compensable damage) Indemnity/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 – LEGAL PROTECTION AND FINANCIAL LOSSES

Administrative penalty	A measure adopted by the legal system to penalise an administrative offence, which may be enforced by an administrative authority or a judicial authority. It may take the form of the payment of a sum of money – either a fixed amount or a proportionate sum – or the suspension or revocation of licences or concessions.
Arbitration	Alternative procedure to recourse to ordinary civil courts, which the parties may choose to avoid or settle a dispute.
Civil law	Set of rules regulating relations between private individuals (companies or persons).
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 borne by the parties.
Court fees	The costs of the criminal trial that are borne by the defendant if he/she is convicted.
Crime	It is a type of offence that is defined: • Negligent Offence if it is committed unintentionally, i.e. through negligence, imprudence or incompetence; • Reckless Crime if the consequences are more serious than those foreseen and intended; • Crime with Intent if it is committed voluntarily and with the knowledge of committing a crime. The crime is punishable by a fine or imprisonment or both.

DAS	D.A.S. Difesa Automobilistica Sinistri S.p.A.
Event	A harmful event giving rise to the Claim.
Expert fees	Expenses for the fees of the expert appointed by the judge (Court appointed expert) or by the parties (Party appointed expert).
Extinction of the offence	Definitive extinguishment of criminal liability (if occurring prior to a final conviction) or of the adverse consequences of a judgment, arising from causes of various nature (for example: death of the suspect before conviction, amnesty, withdrawal of the action, payment of a fine to extinguish Misdemeanours, statute of limitations).
Final Judgment	Final decision, no longer appealable or modifiable.
Misdemeanour	A type of offence punishable by detention, fine or both.
Non-contractual Damage	It is the unjust damage resulting from a Tort; typically, it is the damage suffered by a person or properties 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 commits a Tort and causes unjust damage to others.
Out-of-court assistance	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.
Reclassification of the offence	A situation where the initial charge is reformulated in the course of the criminal proceedings.
Settlement	Agreement by which the parties, by mutual concessions, put an end to a dispute or prevent one.
Tort	Any act committed in violation of the rules of the legal system, other than breach of contract. The tort 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.
Uncovered Amount	The part of the assessed financial loss, expressed as a percentage of the amount of the same, that remains payable by the Insured in the event of a Claim. Example: Following an unauthorized access to the building's CCTV systems giving rise to a personal data breach, the condominium is required to formulate a remediation plan, incurring an expenditure of EUR 3,000.00. – Assessed financial loss: EUR 3,000.00 – Uncovered Amount applied: EUR 750.00 (25% of the assessed financial loss) – Assessed financial loss net of the Uncovered Amount: EUR 2,250.00 (3,000.00 – 750.00) Generali Italia shall reimburse EUR 2,250

1 Ministerial Decree of 26 June 1984 of the Ministry of the Interior
2 Article 1907 of the Italian Civil Code
3 Article 1907 of the Italian Civil Code

Pronto Avvocato SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

In relation to the regulations introduced by Legislative Decree No. 209 of 7 September 2005 - Title XI, Chapter II, Articles 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection Claims to D.A.S. Difesa Automobilistica Sinistri S.p.A. with registered office in via Enrico Fermi 9/B - Verona - certified email (PEC): dasdifesalegale@pec.das.it – Number to call **800 880 880** (**+39 02 8295 1155** from abroad) - Email: 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 covered by the Insurance?

Art. 1.1 Legal advice by telephone

Through DAS, Generali Italia offers access to a telephone legal advice service provided by experienced legal advisors for the purpose of:

- dealing with legal disputes;
- drafting notices to adverse parties, such as claims for compensation or formal notices;
- obtaining clarification on laws and regulations in force.

Art. 1.2 Scope of validity

The Legal advice by telephone Cover applies for the Building specified in the Policy in respect of:

1. Non-contractual Damages caused to the Building or the properties therein due to third party Tort;
2. Cases of:
   - Theft of personal belongings, identity documents and payment cards
   - Physical assaults
   - Harassment by phone, libel on social networks or threats
   - Disturbance of the public peace
   - Online scams suffered by the Insured;
3. civil law disputes relating to maintenance, repair and renovation work on the property;
4. disputes relating to rights in rem;
5. disputes concerning the provision of services or purchase of goods relating to the property;
6. disputes concerning the correct allocation of condominium expenses;
7. civil law disputes relating to the recovery of unpaid condominium service charges;
8. disputes and proceedings relating to:
   - privacy regulations[4],
   - installation of CCTV equipment,
   - compliance with fire safety regulations;
9. regulations concerning administrative penalties imposed on the Insured.

ONLINE COMPLAINT

At the Insured's request and only after receiving legal advice by telephone, DAS p**rovides instructions on how to access a dedicated platform** that enables the Insured to prepare the complaint to the Authorities independently, using a step-by-step guide and with the support of a specialist provider.

Limitations of coverage apply

The online complaint form can be used in the following cases:

- **Theft of personal belongings, identity documents and payment cards**
- **Physical assaults**
- **Harassment by phone, libel on social networks or threats**

- **Disturbance of the public peace**
- **Online scams**

The service is limited to providing assistance with the drafting and filing of the criminal complaint.

CERTIFICATION OF DIGITAL CONTENT

At the Insured's request and only after receiving legal advice by telephone, DAS **provides instructions on how to access a dedicated platform** which enables the Insured to independently certify digital content such as photos, videos and documents in order to:

– guarantee the authenticity, immutability and indisputability of the acquired content
– confer legal validity, in support of their defence or legal representation in a dispute or legal proceeding.

What is NOT covered by the insurance?

Art. 2.1 Exclusions

Generali Italia does not reimburse the costs of legal assistance to the Insured for the amicable settlement of the dispute or for the proceedings at any instance.

Where does the coverage apply?

Art. 3.1 Where does the Cover apply?

The Cover applies in Italy, the Republic of San Marino and the Vatican City State, in accordance with the relevant legislation in each jurisdiction.

When does the coverage begin and when does it end?

Art. 4.1 When an event is considered under the cover

The event for which telephone legal advice is sought is deemed to have occurred at the time when the Insured, the other party or a third party started breaching the law or contract provisions.

To determine the date of the event, the following shall be considered:

a) the date of the first event giving rise to the right to compensation, in cases of claims for Non-contractual Damages suffered or caused by the Insured;
b) in the case of criminal offences, the date on which the first violation, even if alleged, of a law provision occurred;
c) the date on which violation is established for the first time, in cases of opposition against administrative penalties
d) the date on which the first breach - even if alleged - of a statutory provision, contract, or condominium resolution by the Insured, the opposing party, or a third party occurred, in all other cases.

The Cover is effective for events occurring from midnight on the day the contract is entered into.

4 GDPR (General Data Protection Regulation) – EU Regulation 2016/679 and Legislative Decree No. 196 of 30 June 2003 – Personal Data Protection Code, and subsequent additions and amendments.

Prevenzione e Assistenza SPECIFIC TERMS AND CONDITIONS

INTRODUCTION

Generali Italia has entered into a specific agreement with REDION ITALY INSURANCE S.P.A., with registered office in Assago (MI) Via del Mulino, 4 - Certified e-mail address (PEC) redioninsurance@pec.redion.it which, pursuant to the said agreement and on behalf of Generali Italia and through its Organisational Structure, shall contact the Insured and organise and provide the Benefits envisaged in this section within the various limits envisaged therein and at the expense of Generali Italia.

In order to activate the Benefits envisaged in this section, the Organisational Structure of Redion Italy Insurance S.p.A. may be contacted at the following numbers: **800 880 880** - from abroad **+39 02 8295 1155**.

What is covered by the Insurance?

Art. 1.1 Gross negligence

Generali Italia provides the benefits covered even if the Claims are caused by the Policyholder's or the Insured's gross negligence[5].

DAILY ASSISTANCE

Art. 2.1 Sending a glazier for emergency repairs to common areas

What is covered by the Insurance

In case of Fire, Explosion, Burst, Lightning, Waterlogging, vandalism, theft or attempted theft, resulting in the breaking of the exterior glass of the Common Areas of the Building specified in the Policy, the security of which is no longer guaranteed, the Organisational Structure shall send a glazier to the Insured.

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 the materials required for the repair shall be borne by the Insured.

Art. 2.2 Sending a locksmith for emergency repairs to common areas

What is covered by the Insurance

the Organisational Structure will send a locksmith to the Insured in case of:

- loss or 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

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 the materials required for the repair shall be borne by the Insured.

Art. 2.3 Sending an electrician for emergency repairs to common areas

What is covered by the Insurance

In case of a breakdown of the electrical system of the Building specified in the Policy originating in the common section (up to the branch point leading to the premises of individual Property units), the Organisational Structure shall send an electrician.

What is NOT covered by the Insurance

The Benefit is not provided in the event of:

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

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 the materials required for the repair shall be borne by the Insured.

Art. 2.4 Sending a plumber for emergency repairs

What is covered by the Insurance

In case of a breakdown of the plumbing system of the Building specified in the Policy, the Organisational Structure shall send a plumber to the Insured, whether the breakdown is in the common section or in the plumbing system of an individual property unit within the Building.

What is NOT covered by the Insurance

The Benefit is not provided in the event of:

- **breakdown or malfunction of mobile appliances (e.g. washing machine, dryer, dishwasher);**
- **events due to breakdown of taps and mobile pipes connected or not connected to the aforementioned mobile appliances**
- **events resulting from the Insured's negligence;**
- **supply interruptions by the utility company or bursting pipes outside the Building;**
- **plugging of mobile sanitation pipes;**
- **overflow due to sewer overflow;**
- **breakdowns or malfunctioning of the boiler or 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 the materials required for the repair shall be borne by the Insured.

Art. 2.5 Emergency repairs for water damage

What is covered by the Insurance

In case of a request for works to save or restore the premises of the Building specified in the Policy, including the individual Property units and their contents following damage caused by water spillage, the Organisational Structure shall send personnel specialised in drying techniques to the Insured.

The Benefit is activated in the following cases:

a) Waterlogging 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 covered by the Insurance

The Organisational Structure shall not provide the Benefit:

- **For case a) for Claims due to:**
  - **breakdowns and blockages in taps or mobile pipes, whether or not connected to any appliance (e.g., washing machine, dryer, dishwasher);**

- **rupture of the Building's external piping;**
- **negligence of the Insured;**
- **interruption of supply by the utility company.**

– **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 the materials required for the repair shall be borne by the Insured.

EXTRAORDINARY ASSISTANCE

Art. 3.1 Real estate tax information

What is covered by the Insurance

Upon the Insured's request, the Organisational Structure shall provide information regarding:

- direct personal income tax (IRPEF)
- real estate property section of the UNICO Tax Return form
- I.M.U.: municipal property tax
- VAT: value added tax in connection with the purchase and sale of real estate
- TARI: waste tax;
- INVIM: tax on the increase in real estate value
- registration taxes
- Form 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 suitable for receiving all required documentation.

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

Limitations of coverage apply

The Benefit is effective from Monday to Friday from 9.00 a.m. to 6.00 p.m., excluding public holidays during the week.

Art. 3.2 Bureaucratic information

What is covered by the Insurance

Upon the Insured's request, the Organisational Structure shall provide information relating to the following operations:

- 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 (e.g., professionals, agents, brokers);
- management in the absence of condominium regulations;
- information on access to government bonuses.

Limitations of coverage apply

The Benefit is effective from Monday to Friday from 9.00 a.m. to 6.00 p.m., excluding public holidays during the week.

Art. 3.3 Systems safety information

What is covered by the Insurance

Upon the Insured's request, the Organisational Structure shall provide information, in respect of the Building specified in the Policy, on the legislation in force concerning the safety of water, electrical and gas systems.

Limitations of coverage apply

The Benefit is effective from Monday to Friday from 9.00 a.m. to 6.00 p.m., excluding public holidays during the week.

Art. 3.4 Sending a healthcare assistant to a dependent family member

What is covered by the Insurance

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

The Benefit is effective 24 hours a day, 365 days a year, at times agreed with the healthcare assistant, with at least two days' notice before to the actual provision of the service.

Limitations of coverage apply

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

Art. 3.5 Sending a baby sitter/family caregiver to your home

What is covered by the Insurance

If, following an Earthquake, Fire or Waterlogging which requires the Insured's presence to carry out or oversee the restoration work on the residential unit of the Building specified in the Policy, the Insured is unable to care for:

– one or more minors under the age of 14,
– minors under 18 years of age with a non-severe disability who do not require medical or nursing staff, the Organisational Structure shall provide the Insured with the contact details of a baby sitter/family caregiver in the area where the Insured is located.

The Benefit is effective 24 hours a day, 365 days a year, at times agreed with the baby sitter/family caregiver, with at least two days' notice before to the actual provision of the service.

Limitations of coverage apply

The expenses of the Benefit 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 between the Insured and the baby sitter/family caregiver sent by the Organisational Structure, under the favourable conditions agreed with the Organisational Structure.

Art. 3.6 Sending a domestic helper

What is covered by the Insurance

In the event of Earthquake, Fire or Waterlogging requiring the presence of the Insured in order to carry out or oversee restoration work on the residential unit of the Building specified in the Policy, the Organisational Structure shall send to the Insured's home, subject to local availability, a domestic helper to carry out essential household tasks.

The Benefit is effective 24 hours a day, 365 days a year, at times agreed with the domestic helper, with at least two days' notice before to the actual provision of the service.

Limitations of coverage apply

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

Art. 3.7 Travel of a family member

What is covered by the Insurance

In the event of Earthquake, Fire or Waterlogging requiring the presence of the Insured in order to carry out or oversee restoration work on the residential unit of the Building specified in the Policy, 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, the Republic of San Marino or the Vatican City State, with a round-trip airline ticket (economy class) or train ticket (first class).

The Benefit is effective 24 hours a day, 365 days a year.

Limitations of coverage apply

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

Art. 3.8 Removal

What is covered by the Insurance

In the event of Earthquake, Fire or Waterlogging resulting in the property unit of the Building specified in the Policy being unfit for occupation, the Organisational Structure shall arrange for the relocation of the contents within Italy, the Republic of San Marino, or Vatican City State, to a storage facility or another location designated by the Insured.

If the Insured has already transported part of the contents, the Organisational Structure shall organise the transfer of the remaining items.

The Benefit is effective from Monday to Friday from 9.00 a.m. to 6.00 p.m., excluding public holidays during the week.

Limitations of coverage apply

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

Any costs other than the removal cost (e.g., storage) shall be borne by the Insured. The Benefit may be provided once per insurance year.

Art. 3.9 Replacement accommodation costs

What is covered by the Insurance

In the event of an Earthquake, Fire or Waterlogging for which the competent Authorities (fire brigade) have intervened and the property unit is unfit for occupation or uninhabitable, the Organisational Structure shall provide for the booking of an accommodation for the Insured and the occupants of the property unit of the Building specified in the Policy.

The Benefit is effective if the competent authorities 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. 3.10 Early return

What is covered by the Insurance

In the event of Earthquake, Fire, Explosion, Burst, Lightning, Waterlogging, vandalism, theft or attempted theft, as a result of which the property unit of the Building specified in the Policy 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;**
- **EUR 500.00 per person from abroad.**

What is NOT covered by the insurance?

Art. 4.1 Exclusions

Benefits are not provided for events that have occurred:

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

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

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

d) **due to fraudulent intent on the part of the Insured;**

e) **due to 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 Benefits, all assistance Benefits provided by Generali Italia through Redion Italy Insurance S.p.A. 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 Benefits

If the Insured does not use one or more of the Benefits, Generali Italia is not obliged to provide indemnities or alternative benefits of any kind as compensation.

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limits apply:

Benefit	Deductible/Uncovered Amount	Indemnity limit
DAILY ASSISTANCE		
Sending a glazier for emergency repairs to common areas	-	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 repairs to common areas	-	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 repairs to common areas	-	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 repairs	-	EUR 300.00 per Claim for callout and labour costs The costs of materials for the repair shall be borne by the Insured.
Emergency repairs 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 Benefits may be provided a maximum of 3 times per insurance year.		
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 domestic helper	-	EUR 200.00 per Claim for a maximum of 5 benefits of 2 hours each
Travel of a family member	-	EUR 300.00 per Claim
Removal	-	EUR 1,000.00 per insurance year The Benefit 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 Benefits may be provided a maximum of 3 times per insurance year, unless otherwise specified		

Where does the coverage apply?

Art. 6.1 Where the Benefits are provided

The Benefits 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.

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

5 Notwithstanding, to the extent necessary, the provisions of Article 1900 of the Italian Civil Code.

SPECIFIC TERMS AND CONDITIONS IN SOLIDITÀ

What is covered by the Insurance?

Art. 1.1 Insured items

Subject to the limits specified in the dedicated sections of the Policy, the insurance shall cover the items falling under the following Categories:

- **"Building"**
- **"Renewable energy systems"**, if activated.

  The "Renewable energy systems" Category includes the Building's shared Systems specified in the Policy.

  Limitations of coverage apply

  For storage batteries, coverage operates with an Indemnity limit of EUR 10,000.00.

With the Dedicato a te Ancillary Covers, property part of the **Contents of individual Residential units** can also be insured.

Art. 1.2 Conditions of insurability

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

The Building Types envisaged are as follows:

- **"Condominium" and "Single-owner building for civil use"**
  - ◊ **At least 51% for civil use:** at least 51% of the total surface area of all floors of the Building is used as private residences, offices, or professional practices
  - ◊ **Less than 51% for civil use:** less than 51% of the total surface area of all floors of the Building is used as private residences, offices, or professional practices
  - ◊ **Presence/absence of department stores and supermarkets with a floor area exceeding 1,000 square metres, public car parks, hotels or parts of hotels;**
  - ◊ **Presence/Absence of:**
    - **cinemas, theatres, discotheques, night clubs, commercial deposits of flammables**
    - **petrol stations, including those adjacent to the Building (within 30 metres)**
- **"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

What is covered by the Insurance? Basic Cover

Art. 2.1 Insured Risks - Fire and other events

What is covered by the Insurance

BUILDING

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

- **"Condominium"**
- **"Single-owner building for civil use"**

– **"100% private garages"**

Generali Italia shall indemnify **Direct Physical 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 caused by the Insured or third parties for the purpose of limiting the damage;

b) **mechanical action of Lightning**;

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

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, gases or vapours if:**

– they escape following a sudden and accidental failure of the heating systems serving the insured Building or adjoining buildings, **provided that the systems are connected via ducting to appropriate chimneys**

or

– developed as a result of Fire or Lightning, Explosion, Bursting or Implosion that struck the insured items or goods 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, **if 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** (naphtha, diesel or kerosene) spilled following the accidental breakage of the heating or air conditioning systems serving the insured Building;

l) Direct Physical 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 the **Direct Physical Damage caused to the Building** by the **events referred to in letters a) to h) above.**

How the coverage works

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

1. **Coverage is provided only if, during the installation of combustible insulating and coating materials, on the premises concerned:**
   - **personnel whose primary duties are to monitor and intervene promptly using the most appropriate extinguishing equipment are present at all times in the event of an outbreak of Fire;**
   - **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 installed in place;**
   - **smoking is not permitted.**

2. **Damages caused by Fire or Explosion are indemnified under the following conditions:**
   - **efficient fire-fighting equipment and means are readily on hand for immediate use on the construction site;**
   - **an adequate number of workers are trained in the use of such equipment and are ready at all times for immediate intervention;**
   - **all flammable materials (for example liquids and gases) are stored in a place situated at a distance from the areas where renovation works are carried out that complies with the standards established by technical rules for site safety.**

RENEWABLE ENERGY SYSTEMS

If the "Renewable energy systems" Category is activated, Generali Italia shall indemnify, **within the limits of the Insured sum specified in the dedicated section of the Policy, Direct Physical Damage** caused by the events listed below **to the shared Renewable energy systems** of the Building specified in the Policy.

a) Fire;

b) mechanical action of Lightning;

c) Explosion and Burst not caused by explosive devices;

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) 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, **if in transit on public roads, private roads for public use or watercourses.**

Art. 2.2 Demolition and clearing expenses

In the event of a Claim covered under the activated Covers of the In solidità section, **excluding the Earthquake and Climate-related Events Covers, for which specific coverage is provided**, Generali Italia shall reimburse, **up to the limit per Claim specified in the dedicated section of the Policy,** the expenses incurred to demolish, clear away, transport, and dispose of the debris resulting from the Claim at the nearest suitable landfill or at that designated by the Authority, **even in excess of the Insured sum for each Category**.

Limitations of coverage apply

Within the Insure sum specified in the Policy for this Cover, the following limits apply:

- **for toxic and hazardous waste: up to 5% of that amount;**
- **in the event of a Claim relating to the Weather Events Covers: up to 10% of the Indemnity payable;**
- **in the event of a Claim under the Extension to the garden Ancillary Cover: up to EUR 2,000.00, which also constitutes the limit per insurance year;**
- **in the event of a Claim under the Falling trees and plants Ancillary Cover: up to EUR 10,000.00, which also constitutes the limit per insurance year.**

Art. 2.3 Additional expenses

What is covered by the Insurance

In the event of a Claim eligible for indemnification under the terms of the Article *Insured risks*, Generali Italia shall reimburse the following additional expenses

a) 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 relevant professional bodies.**

Limitations of coverage apply

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

b) CHARGES AND COSTS TO BODIES AND AUTHORITIES

Charges and costs that the Insured shall bear or 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 covered by the Insurance?

Sanctions, fines and administrative penalties are excluded.

Limitations of coverage apply

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

c) LOSS OF RENT (only if the Building Type is "Condominium", “Single-owner building for civil use” or “100% private garages”)

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 covered by the Insurance?

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, up to 1/15th of the sum pertaining to the individual Property units in relation to the insured value for the Building.

d) EXPENSES FOR BUILDING UNFIT FOR OCCUPATION (only if the Building Type is "Condominium", “Single-owner building for civil use” or “100% private garages”)

Expenses incurred for:

– the removal and temporary accommodation,

– the storage of vehicles,

in the event that the Building is unfit for occupation, even partially.

Limitations of coverage apply

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

Art. 2.4 Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics

What is covered by the Insurance

In the event of a Claim indemnifiable under the activated Covers of the In solidità section, **excluding the Earthquake and Climate-related Events Covers, for which specific coverage is provided**, Generali Italia will reimburse the additional expenses incurred to repair or rebuild the Building itself in accordance with nZEB (Nearly Zero Energy Building) Construction Characteristics.

This cover applies to the following Building Types: "Condominium", “Single-owner building for civil use”, "100% private garages" and “Empty and unoccupied buildings”.

Limitations of coverage apply

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

How is the Indemnity calculated for higher expenses for reconstruction with nZEB 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
- Assessed Damage: 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
- Assessed Damage: EUR 300,000.00
- Compensable damage: EUR 150,000.00 (by applying the first paragraph of the Partial Insurance article (pro rata rule) - Underinsurance tolerance margin for index-linked contracts of the section RULES OPERATING IN THE EVENT 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 covered by the Insurance? Ancillary Covers

Art. 2.5 Collapse and structural collapse

What is covered by the Insurance

Generali Italia shall indemnify the **Direct Physical 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 Water main Cover).

What is NOT covered by the Insurance

Damages resulting from the following are excluded:

a) design or calculation errors, error in construction drawings, construction defect, materials vice/defect, 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, Inundations, Floods, River Overflows, avalanches, 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 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. 2.6 Extension to common areas glass

What is covered by the Insurance

Generali Italia shall indemnify the Insured **within the limits of the Insured sum specified in the dedicated section of the Policy**, 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 shared transit, lighting and ventilation areas of the insured Building, destroyed or damaged as a result of accidental breakage.

The costs of replacing the panes incorporated into the insured Building and serving as balcony parapets are included **if they are directly damaged by the force of weather events such as wind (and objects carried by it or caused to collapse by it), hail and rain**.

How the coverage works

This Cover operates on a First Loss basis and is provided only 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 covered by the Insurance

The following are excluded:

a) glass panels or glazing forming or functioning as external perimeter walls of the Building (so-called curtain walls);

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 subject to the Deductible specified in the dedicated section of the Policy (if applicable).

Art. 2.7 Extension to the garden What is covered by the Insurance? Generali Italia will pay compensation for:

a) **Direct Physical Damage caused to the trees appurtenant to 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;

b) **replanting costs** of such trees with trees of the same or similar essence, of the same age or, if this is not possible, of the maximum age available on the market.

What is NOT covered by the Insurance

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) **damages occurring as a consequence of Earthquakes, Floods, Inundations, River Overflows, Waterlogging and Cloudbursts;**

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 on a First Loss basis.

Limitations of coverage apply

Damages and costs covered by the policy are compensable up to a maximum of EUR 10,000.00 per Claim and per insurance year.

The Cover operates with a Deductible per Claim of EUR 250.00

With regard to costs incurred in demolishing, clearing, transporting and disposing of the residues of the accident subject to the Claim, or to that imposed by the Authority, the specific limits set out in Article *Additional expenses* apply.

Art. 2.8 Falling trees and plants

What is covered by the Insurance

Generali Italia shall indemnify **Direct Physical Damage caused to insured property by the fall**, including as a result of snow overload, **of trees and plants or parts thereof. Generali Italia retains the right to seek recourse against the third party responsible for the damage.**

What is NOT covered by the Insurance

If the damage is caused by trees and plants appurtenant to the insured Building, the following types of damage 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) **felling or pruning the tree;**

c) **trees, or parts thereof, on which regular maintenance has not been carried out;**

d) **wind and things carried by it.**

Limitations of coverage apply

Coverage applies:

- **with a 10% Uncovered Amount, with a minimum of EUR 300.00 per Claim**
- **up to 20% of the Insured sum for the activated Categories, subject to a maximum of EUR 50,000.00 per Claim and per insurance year.**

With regard to costs incurred in demolishing, clearing, transporting and disposing of the residues of the accident subject to the Claim, or to that imposed by the Authority, the specific limits set out in Article *Additional expenses* apply.

Art. 2.9 Extension for higher expenses for historical and artistic buildings

What is covered by the Insurance

If a Building with special historical and artistic features is insured, Generali Italia, **within the limits of the Insured sum for the "Building" Category**, 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 restoration expenses of a functional nature envisaged in the Article *Value of insured items and determination of damage* of the RULES OPERATING IN THE EVENT OF A CLAIM In solidità, with damage to insured property.

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

Such damage may consist of:

a) the costs of restoration and renovation (cost of materials, costs and fees of craftsmen and artists);

b) the costs of embellishment works other than pre-existing ones (if 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-artistic artefact.

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

In the event of a disagreement regarding the expediency and amount of repair and restoration expenses, or the economic loss sustained by the Insured due to total or partial destruction, the parties shall refer the evaluation to the competent Superintendency of Historical and Cultural Heritage for the territory where the damaged Building is located. To this end, the parties appoint the Superintendency of Historical and Cultural Heritage as their joint expert.

How the coverage works

This Cover operates on a First Loss basis.

Limitations of coverage apply

The Cover is subject to the limit of Indemnity per Claim and per insurance year as set out in the dedicated section of the Policy.

Art. 2.10 Theft for Renewable energy systems

What is covered by the Insurance

Generali Italia shall indemnify, **up to 50% of the Insured sum** for Renewable energy systems, the following **Direct Physical Damage** to the shared Renewable energy systems of the Building, as specified in the dedicated section of the Policy:

a) **Theft inside the Building** when the perpetrators of the theft enter the premises giving access to the systems **by breaching the external defences** through:
   - **burglary** of the security and locking mechanisms of the premises,
   - **breaking through** the walls, floors or ceilings thereof,
   - **use of picks or similar tools**.

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

b) **Theft in the external areas of the Building** in which the systems are installed, **occurring by unhooking or breaking the specific supports to which the systems themselves are anchored,** provided that:
   - the manufacturer's installation and operating regulations are complied with;
   - the panels of the solar thermal and photovoltaic systems are securely fixed to the Building.

How the coverage works

This Cover operates on a First Loss basis.

What is NOT covered by the Insurance

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.** Such damages are, however, covered if the Policyholder proves that the Claim is not related to the aforementioned events;

b) **caused maliciously by the Policyholder, the Insured or their family members or registered cohabitant;**

c) **indirect** (for example, loss of anticipated profits, or damages arising from loss of enjoyment or use).

Limitations of coverage apply

The Cover operates with a 10% Uncovered Amount, with a minimum of EUR 1,000.00 per Claim

In cases of Theft inside the Building, if forced entry or forcible breaching of the security and locking mechanisms of the premises is not established, Cover shall operate subject to an Uncovered Amount per Claim of 20%.

Art. 2.11 Additional indemnity for Photovoltaic systems

In the event of **Direct Physical Damage to the shared Photovoltaic system of the insured Building indemnifiable under the active In solidità Covers,** Generali Italia shall pay to the Insured an additional indemnity as a **lump-sum reimbursement for expenses arising from the loss of use of the system itself**.

The additional indemnity shall be calculated at the rate of EUR 1.50 per day for each EUR 1,000.00 of Indemnity for Direct Physical Damage to the Photovoltaic system and the daily amount thus determined is multiplied by the number of days between the date of the Claim and the date of repair of the Photovoltaic system.

The period taken into account for the purposes of the indemnity **may not exceed 90 days and is limited to the minimum time necessary to repair the system.**

What is NOT covered by the Insurance

Excluded are damages resulting from prolonged and extended inactivity of the system caused by:

a) **strikes, lockouts, measures imposed by an authority;**

b) **difficulties in reconstructing or restoring or replacing destroyed or damaged things due to external causes such as local or state town planning regulations or other legal regulations, natural disasters, strikes that prevent or slow down the supply of materials, states of war and similar events.**

Limitations of coverage apply

The additional indemnity applies:

- **with the Deductible**
- **subject to the Indemnity limit per Claim and insurance year as set out in the dedicated section of the Summary Sheet.**

EXAMPLE OF INDEMNITY CALCULATION

A Claim eligible for compensation under the Article Insured risks affects the Building and the Photovoltaic system:

- for Direct Physical Damage to the Building, Generali Italia shall pay an Indemnity of EUR 500,000.00
- for Direct Physical Damage to the Building's shared Photovoltaic system, Generali Italia pays an Indemnity of EUR 150,000.00. The Additional indemnity for Photovoltaic systems Cover has been activated with a Deductible of EUR 500.00 and an Indemnity limit per Claim and insurance year of EUR 15,000.00

It will take 60 days to repair the photovoltaic system

Generali Italia pays an indemnity of EUR 13,000.00 for the 60 days during which the system was inactive, based on the following calculation:

(EUR 150,000.00 as Indemnity for direct damage /1,000.00 × 1.50) × 60 days = EUR 13,500.00 – EUR 500.00 Deductible, an amount that falls within the chosen Indemnity limit.

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limitations apply.

STABILE START		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Fire and other events Building (basic cover)	-	Insured sum Building
Fire and other events Renewable energy systems	-	Insured sum Renewable energy systems
Demolition and clearing expenses (basic cover)	-	Sum stated in the policy (including any amount in excess of the Insured sum for the Building and for Renewable energy systems, if insured) subject to the following limits: – for toxic and hazardous waste: up to 5% of the aforementioned amount – in the event of a Claim relating to the Weather Events Covers (if activated): up to 10% of the Indemnity payable – in the event of a Claim under the Extension to the garden Ancillary Cover: up to EUR 2,000.00, which also constitutes the limit per insurance year – in the event of a Claim under the Falling trees and plants Ancillary Cover: up to EUR 10,000.00, which also constitutes the limit per insurance year
Additional expenses (basic cover)		
a) Redesign costs	-	Within the Insured sum for the Building, with a limit of 5% of the Indemnity payable, for a maximum of EUR 10,000.00.
b) Charges and Costs to Bodies and Authorities	-	Within the Insured sum for the Building, with a limit of 5% of the Indemnity payable, for a maximum of EUR 10,000.00.
c) Loss of rent (if the Building Type is "Condominium", “Single-owner building for civil use” or "100% private garages")	-	For a maximum of 12 months Within the Insured sum for the Building, up to 1/15th of the sum pertaining to the individual Property units in relation to the insured value for the Building
d) Expenses for Building unfit for occupation (if the Building Type is "Condominium", “Single-owner building for civil use” or "100% private garages")	-	Within the Insured sum for the Building, with a limit of 5% of the Indemnity payable, for a maximum of EUR 5,000.00

Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics (basic cover)	-	Within the Insured sum for the Building, with a limit of 20% of the Indemnity payable
Collapse and structural collapse		
• Buildings less than or equal to 10 years old from the Year of construction	10% Uncovered Amount	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 common areas glass	Deductible per Claim (if any) specified in the Policy	Insured sum indicated 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
Falling trees and plants	10% Uncovered Amount with a minimum of EUR 300.00 per Claim	• 20% of the Insured sum for the Building and for Renewable energy systems, if insured, with a maximum of EUR 50,000.00 per Claim per insurance year for damage to the Building and to Renewable energy systems, if insured
Extension for higher expenses for historical and artistic buildings	-	Coverage Limit per Claim per insurance year specified in the Policy
Theft for Renewable energy systems	10% Uncovered Amount with a minimum of EUR 1,000.00 per Claim 20% Uncovered Amount for Theft inside the Building without evidence of forcing or break-in of security and locking mechanisms of the premises	50% of the Insured sum for Renewable energy systems
Additional indemnity Photovoltaic system	Deductible specified in the Policy	Maximum amount of Indemnity per Claim per insurance year specified in the Policy

EXTRAORDINARY EVENTS

(ANCILLARY SECTION)

What is covered by the Insurance?

Art. 2.12 Breakdowns caused by thieves and theft of Fixtures and fittings

What is covered by the Insurance

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

- the entrance doors to Property units used as residential dwellings, offices, professional practices and their associated outbuildings;
- windows, French doors, and other access points of the Property units used as dwellings, offices, or professional practices located 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 covered by the Insurance

Damage to Glass is excluded.

Limitations of coverage apply

The Cover operates with the limits per Claim and per insurance year specified in the dedicated section of the Policy.

Art. 2.13 Socio-political events

What is covered by the Insurance

Generali Italia shall indemnify the following Direct Physical Damage sustained by property covered under the Category **"Building"** and the Category **"Renewable energy systems"**, if activated:

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

b) other damage caused by persons taking part in civil unrest, strikes or riots, or arising in the course of such events;

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 caused by vandalism perpetrated by people taking part in demonstrations authorised by the competent Authorities during such events;

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

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

What is NOT covered by the Insurance

The following damages are excluded:

- **resulting from theft;**
- **from acts of vandalism other than those referred to in point (d);**
- **occurring in the course of confiscation, seizure, or requisition of the insured property by order of any Authority, de jure or de facto;**
- **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:

- **with a 10% Uncovered Amount per Claim, with the minimum (if any) specified in the dedicated section of the Policy.**

- **up to the percentage per Claim of the Insured sum under the "Building" Category, and under the "Renewable energy systems" Category, if activated, specified in the dedicated section of the Policy, subject to the Indemnity limit, per Claim and insurance year, for damage to the External thermal insulation specified in the dedicated section of the Policy.**

For damage caused by vandalism as set out in point (d), coverage applies with:

- **a Deductible of EUR 250.00 per Claim;**
- **the Indemnity limit of EUR 1,000.00 per insurance year.**

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limitations apply.

EXTRAORDINARY EVENTS		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Breakdowns caused by thieves and theft of fixtures and fittings	-	• Indemnity limit specified in the Policy per Claim • Indemnity limit specified in the Policy per insurance year
Socio-political events	10% Uncovered Amount with a minimum per Claim (if applicable) as specified in the Policy Deductible of EUR 250.00 per Claim for damage caused by vandalism perpetrated by persons taking part in demonstrations authorised by the competent Authorities	Per Claim, a percentage of the sum insured for the Building and for Renewable energy systems, if insured, as specified in the Policy: – for damage to the External thermal insulation: limit per Claim and insurance year as specified in the Policy – for damage caused by vandalism perpetrated by persons taking part in demonstrations authorised by the competent Authorities: EUR 1,000.00 per insurance year
Demolition and clearing expenses	-	Within the limit specified in the Policy for Demolition and clearing expenses (Art. 2.2)
Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics	-	Within the Insured sum for the Building, with a limit of 20% of the Indemnity payable (Art. 2.4)

WATER AND ELECTRICAL SYSTEMS

(ANCILLARY SECTION)

What is covered by the Insurance? Water supply system Covers

Art. 2.14 Water main

What is covered by the Insurance

Generali Italia shall indemnify, within the limits **of the Insured sum under the "Building" Category**, Direct Physical Damage to the Building itself deriving from the leakage of mains water following the accidental breakage of:

- pipes and fixed installations for water, sanitation, heating or air conditioning, technical systems and fire-fighting systems, including those laid underground,
- rainwater collection and drainage systems,

serving the insured Building or the entire building of which it forms part.

What is NOT covered by the Insurance

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.

The following damages are also excluded:

f) business interruption losses;

g) to the Building caused by:

- **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 operates subject to the Deductible per Claim specified in the dedicated section of the Policy.

In the event of an indemnifiable damage, if the Insured resorts to Direct repair by the appointed provider/technician (Indemnity in kind), the Deductible, limitedly to only that part of the repaired damage:

- **does not apply if the amount does not exceed EUR 300.00;**
- **shall be borne by the Insured for the amount exceeding EUR 300.00.**

EXAMPLE OF DEDUCTIBLE APPLICATION IN THE EVENT OF DIRECT REPAIR BY THE APPOINTED PROVIDER/TECHNICIAN

Indemnifiable Claim involving damage to the walls of an apartment, whereof:

- **some lined with wood panelling (boiserie)**
- **some are not panelled with wood**
  - **For the restoration of the damaged masonry walls, the provider/technician performs the Direct repair at a cost of EUR 1,500.00;**
  - **For the restoration of the walls lined with wood panelling (boiserie), the Insured does not utilize Direct repair and incurs an expense of EUR 1,500.00**

Total assessed damage: EUR 3,000.00 Deductible agreed in the Policy: EUR 500.00

- **For the restoration of the masonry walls, no amount remains payable by the Insured by way of Deductible (of the Deductible per Claim provided in the policy, a Deductible of EUR 250.00 - equal to 50% of the agreed Deductible per Claim - should have applied to the damage repaired by the technical provider, representing 50% of the total damage, which is waived due to the use of Direct repair)**
- **For the restoration of the walls lined with wood panelling (boiserie), an amount of EUR 250.00 remains payable by the Insured by way of Deductible.**

The total Deductible applied to the Claim is therefore EUR 250.00.

Art. 2.15 Damage to third-party property in basement/semi-basement premises

What is covered by the Insurance

Generali Italia shall be liable for damage to third-party Chattels located in basement or semi-basement premises as a result of an indemnifiable Claim under the purchased Water supply system Covers.

What is NOT covered by the Insurance

For the purposes of this extension, the provisions of Article *Persons not considered as third parties* and Article *Exclusions* of the Specific Terms and Conditions In accordo - Protezione patrimonio apply.

Limitations of coverage apply

The Cover operates:

- **up to a maximum of EUR 100,000.00 per Claim and insurance year;**
- **for motor vehicles only, up to the Coverage Limit specified in the Policy for the Third party liability Cover;**
- **with a 10% Uncovered Amount, with a minimum of EUR 500.00 per Claim.**

Art. 2.16 Business interruption losses due to water damage

What is covered by the Insurance

Generali Italia shall indemnify the Insured for all amounts which the Insured is legally liable to pay for loss or damage caused to third parties arising from total or partial interruptions or suspensions of:

- the use of assets,
- industrial, commercial, craft, agricultural, service or professional activities,

if resulting from a Claim that is indemnifiable under the Water supply system Covers purchased.

What is NOT covered by the Insurance

For the purposes of this extension, the provisions of Article *Persons not considered as third parties* and Article *Exclusions* of the Specific Terms and Conditions In accordo - Protezione patrimonio apply.

Limitations of coverage apply

The Cover operates:

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

Art. 2.17 Blockage of pipes and sewer backflow

What is covered by the Insurance

Generali Italia is liable for **Direct Physical Damage to the Building caused by water leakage**, including sewer backflow, arising as a result of:

a) Blockage of pipework of the water, sanitary, heating, or air conditioning systems of the insured Building or of the entire building of which it forms part;

b) Blockage of the sewer up to the point of connection to the public sewerage network.

What is NOT covered by the Insurance

Damages are excluded if caused by:

– **Blockage of pipes and conduits for collecting and draining rainwater not caused by hail and snow;**

– **Blockage in the public sewerage system.**

Limitations of coverage apply

The Cover operates:

- **with the Deductible per Claim,**
- **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year, as specified in the dedicated section of the Policy.**

The following Indemnity limits always apply to damage caused by blockages in pipes and conduits used for the collection and drainage of rainwater, resulting from hail or snow:

– **EUR 3,000.00 per Claim,**

– **EUR 5,000.00 per insurance year.**

Art. 2.18 Trace and access: water damage, blockage and gas leakage

What is covered by the Insurance

TRACE AND ACCESS: WATER MAINS LEAKAGES

In the event of **Direct Physical Damage to the insured Building eligible for indemnification under the Water main Cover**, Generali Italia shall reimburse:

a) the expenses incurred in repairing and replacing the Building's pipes and relevant fittings whose rupture caused the leakage of water mains;

b) the expenses incurred for demolition (including clearing, disposal and transport of debris) and the restoration of parts of the insured Building resulting from the tracing of the cause of the damage;

c) the expenses associated with and necessary for investigating the breakage that caused the water mains leakage (including through technical investigations designed to keep tracing costs down).

Generali Italia shall reimburse the aforementioned expenses **even in the absence of Direct Physical Damage to the insured Building.**

What is NOT covered by the Insurance

Trace and access expenses arising from the following are excluded:

- **rainwater infiltration;**
- **frost.**

Also excluded are expenses relating to the trace and access to:

- **external rainwater collection and drainage systems (not embedded in masonry);**
- **underground systems and piping;**
- **irrigation water systems;**
- **all pool systems.**

Limitations of coverage apply

Coverage applies:

- **with the Deductible per Claim,**
- **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year, as specified for the Cover in the dedicated section of the Policy.**

GAS LEAKAGE

In the event of **gas leakage** relating to the distribution systems pertaining to the insured Building servicing the Building itself ascertained by the emergency response team of the Distribution Company, Generali Italia shall indemnify:

a) the costs incurred in repairing or replacing the section of pipe (understood as the set of pipes, bends, fittings and accessories) of the insured Building that gave rise to the gas leakage;

b) the expenses incurred for demolition (including clearing, disposal and transport of debris) and the restoration of parts of the insured Building resulting from the tracing of the cause of the damage.

What is NOT covered by the Insurance

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

Limitations of coverage apply

Coverage applies:

– **subject to the Deductible per Claim specified in the dedicated section of the Policy for the Cover.**

if the emergency service of the distribution company, for whatever reason, **does not intervene, a 20% Uncovered Amount per Claim shall apply and the aforementioned Deductible shall be considered the minimum Uncovered Amount;**

– **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year, as specified in the dedicated section of the Policy.**

Art. 2.19 Trace and access: blockage of pipes or conduit systems

What is covered by the Insurance

In the event of **Direct Physical Damage to the insured Building eligible for indemnification under the Blockage of pipes and sewer backflow Cover,** Generali Italia shall reimburse:

a) the expenses incurred in repairing and replacing the Building's pipes and relevant fittings whose Blockage caused the leakage of water mains;

b) the expenses incurred for demolition (including clearing, disposal and transport of debris) and the restoration of parts of the insured Building resulting from the tracing of the cause of the Blockage;

c) expenses associated with and necessary for the investigation of the Blockage (including through technical investigations designed to keep tracing costs down).

Generali Italia shall reimburse the aforementioned expenses **even in the absence of Direct Physical Damage to the insured Building.**

What is NOT covered by the Insurance

Trace and access expenses arising from the following are excluded:

- **rainwater infiltration;**
- **frost.**

The following are also excluded:

- **expenses relating to the trace and access to:**
  - **external rainwater collection and drainage systems (not embedded in masonry);**
  - **underground systems and piping;**
  - **irrigation water systems;**
  - **all pool systems;**
- **the costs of using probes or high-pressure water jets ("canal jet").**

Limitations of coverage apply

Coverage applies:

- **with the Deductible per Claim,**
- **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year, as specified for the Cover in the dedicated section of the Policy.**

Art. 2.20 Frost

What is covered by the Insurance

Generali Italia is liable for **Direct Physical Damage to the insured Building caused by water spillage** occurring **as a result of breakages caused by frost**.

Limitations of coverage apply

Coverage applies:

- **with the Deductible,**
- **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year, as specified in the dedicated section of the Policy.**

Art. 2.21 Extension for blockage clearing costs (canal jet)

What is covered by the Insurance

In addition to the provisions of the Trace and access: blockage of pipes or conduit systems Cover, Generali Italia shall reimburse the expenses incurred for the intervention of specialist contractors to clear the Blockage that gave rise to the spillage of water, by means of probes or high-pressure water jets ("canal jet"), **excluding any damage caused by the intervention itself**.

What is NOT covered by the Insurance

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 Deductible per Claim,**
- **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year**

specified in the dedicated section of the Policy.

Art. 2.22 Trace and access extension for underground pipes

What is covered by the Insurance

In addition to the provisions of the Trace and access: water damage and gas leakage Cover, in the event of a breakage of underground pipes, Generali Italia, **even in the absence of Direct Physical Damage to the insured Building,** shall reimburse the expenses:

a) expenses incurred in repairing or replacing underground pipes (and associated fittings) serving the insured Building, the breakage of which caused the leakage of the water main;

b) the expenses associated with and necessary for tracing the breakage that caused the water main leak (including through technical investigations designed to keep tracing costs down), including the costs of excavation and backfilling;

c) the expenses incurred for demolition (including clearing, disposal and transport of debris) and the restoration of parts of the insured Building resulting from the tracing of the cause of the damage.

In addition to the provisions of the Trace and access: blockage of pipes or conduit systems Cover (where activated), in the event of a Blockage of underground pipes, Generali Italia, **even in the absence of Direct Physical Damage to the insured Building,** shall reimburse the expenses:

a) expenses incurred in repairing or replacing underground pipes (and associated fittings) of the insured Building, the breakage of which caused the leakage of the water main;

b) the expenses associated with and necessary for tracing the breakage that caused the water main leak (including through technical investigations designed to keep tracing costs down);

c) the expenses incurred for demolition (including clearing, disposal and transport of debris) and the restoration of parts of the insured Building resulting from the tracing of the cause of the damage.

What is NOT covered by the Insurance

Expenses arising from the following are excluded:

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 operates:

– **with the Deductible per Claim,**

– **subject to the Indemnity limit per Claim and the Indemnity limit per insurance year, as set out in the dedicated section of the Policy.**

Art. 2.23 Reimbursement of increased water bill for water leaks

What is covered by the Insurance

Generali Italia, **in the event of a Claim eligible for compensation under the Water main Cover**, will reimburse the higher amount invoiced by the water supply company due to water consumption resulting from Hidden leaks.

For the purposes of this Cover, Hidden leaks are defined as leaks occurring in a part of the system that is underground, walled in or otherwise not directly visible from the outside.

What is NOT covered by the Insurance

The following are excluded:

– **reimbursements received under insurance policies taken out to cover losses with the water utility company;**

– **reductions in the amount of the invoice in excess provided for in the supply contract, which will therefore be deducted from the Indemnity.**

How the coverage works

The Cover operates if the payment invoice issued by the water utility company **shows a water consumption that** - in proportion to the billing period (e.g., quarter, semester) 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 active 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 determined 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 operates:

• **with the Deductible per Claim,**

• **subject to the Indemnity limit per Claim and per insurance year,**

specified in the dedicated section of the Policy.

Art. 2.24 Extension covering the cost of flooring no longer available

What is covered by the Insurance

In addition to the provisions of the Trace and access: water damage and gas leakage Cover, if the flooring is no longer available on the market, Generali Italia shall reimburse the expenses incurred for resurfacing the entire room.

Limitations of coverage apply

The Cover operates:

- **subject to the Indemnity limit per Claim,**
- **up to the limit of Indemnity per insurance year, specified in the dedicated section of the Policy.**

Art. 2.25 Full refurbishment of Plumbing system

The Premium of the Covers

– Water main
– Damage to third-party property in basement and semi-basement premises
– Business interruption losses due to water damage
– Blockage of pipes and sewer backflow
– Trace and access: water damage and gas leakage
– Trace and access: blockage of pipes or conduit systems
– Frost
– Trace and access extension for underground pipes

is also determined on the basis of the Year of full refurbishment of the Plumbing system, where such a year has been declared by the Policyholder and is indicated in the Policy.

If, at the time of the Claim, the Plumbing system has not been fully refurbished, or has been refurbished prior to the declared year, the aforementioned Covers shall apply subject to a 40% Uncovered Amount.

What is covered by the Insurance? Electrical System Covers

Art. 2.26 Electrical damage to common systems

What is covered by the Insurance

Generali Italia shall indemnify **Direct Physical Damage caused to:**

- shared electrical systems, electrical and electronic machines and equipment and relative components of the insured Building and relative appurtenances (including gates)
- Shared Renewable energy systems of the insured Building, as specified in the dedicated section of the Policy, provided that the relevant Category has been activated

by currents, discharges and other electrical phenomena, from whatever cause, including the action of Lightning and atmospheric electricity.

What is NOT covered by the Insurance

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, tampering or inadequate maintenance;

c) to electricity and telephone systems owned by utility companies;

d) to systems and installations (including electric vehicle charging points) for the exclusive use of:

- **to the individual Property units within the insured Building and their appurtenances, if the Building Type is "Condominium" or “Single-owner building for civil use”;**
- **the individual garages in the insured Building, if the Building Type is "100% private garages".**

How the coverage works

This Cover operates on a First Loss basis.

Limitations of coverage apply

The Cover operates:

- **subject to the Indemnity limit per Claim and per insurance year,**

- **with the Uncovered Amount and the minimum Uncovered Amount per Claim specified in the dedicated section of the Policy.**

In the event of an indemnifiable damage, if the Insured resorts to Direct repair by the appointed provider/technician (Indemnity in kind), the Uncovered Amount, limitedly to only that part of the repaired damage:

- **does not apply if the amount does not exceed EUR 300.00;**
- **shall be borne by the Insured for the amount exceeding EUR 300.00.**

The Uncovered Amount and minimum Uncovered Amount are halved:

- **if Surge Protection Devices are present;**
- **for damage sustained by the Solar thermal system and shared Photovoltaic system of the insured Building, provided they are accompanied by declarations of conformity with the IEC 61730 and IEC 62109 standards and the Insured has carried out routine maintenance in accordance with the supplier's or installer's instructions;**
- **for the Photovoltaic system for communal use on the insured Building, provided it is fitted with an active and functioning monitoring system (sensors) for monitoring power generation or inverter alarms, installed by an authorised contractor, capable of providing evidence of correct operation in the period prior to the Claim.**

The aforementioned Uncovered Amount reductions are not cumulative.

EXAMPLE OF UNCOVERED AMOUNT APPLICATION IN THE EVENT OF DIRECT REPAIR BY THE APPOINTED PROVIDER/TECHNICIAN

Claim eligible for compensation involving damage to:

– the condominium's intercom system

– the electronic control board for the automatic opening of the access gate to the condominium area

Agreed Uncovered Amount as set out in the Policy: 20%, subject to a minimum of EUR 500.00 Indemnity limit agreed in the Policy EUR 5,000.00

- For the intercom system, the provider/expert in charge intervenes in Direct Repair and carries out the repair for a value of EUR 3,000.00:
- The electronic control board for the automatic opening mechanism must be replaced, with the Insured bearing the cost of the replacement amounting to EUR 500.00

Total damage: EUR 3,500.00 (up to the agreed Indemnity limit)

Uncovered Amount applicable to the damage: EUR 700.00 (20% of the loss, which exceeds the minimum Uncovered Amount)

- For the intercom system repaired by the provider/technician, the Insured shall bear the amount of EUR 300.00 as Uncovered Amount: EUR 600.00 (equivalent to 20% of the damage repaired) – EUR 300.00 (for work carried out under the Direct Repair scheme)
- In the event of the replacement of the electronic control board for the automatic opening of the gate, the Insured shall bear as Uncovered Amount the amount of EUR 100.00 (20% of the cost of the replaced electronic board)

The total Uncovered Amount applicable to the Claim is therefore EUR 400.00

Art. 2.27 Breakdown of Common Systems

What is covered by the Insurance

Generali Italia shall indemnify **Direct Physical Damage caused to:**

- shared electrical systems, electrical and electronic machines and equipment and relative components of the insured Building and relative appurtenances (including gates)

- Shared Renewable energy systems of the insured Building, as specified in the dedicated section of the Policy, provided that the relevant Category has been activated

by:

1. mechanical failures caused by centrifugal force, vibrations, unforeseeable stresses and foreign objects;
2. incompetence, negligence, incorrect handling or operation;
3. failure or malfunction of command, control, air-conditioning or automatic regulation or signalling equipment;
4. design and construction errors, material defects, or casting defects, **provided that at least 12 months have elapsed from the date of purchase of the item and the contractual warranty provided by the manufacturer or supplier has expired;**
5. assembly and disassembly errors connected with cleaning, maintenance, and overhaul operations;
6. spillage of liquids in general;
7. overflow, backflow from the sewer system;
8. frost, avalanches, ice.

How the coverage works

The Cover applies on a First Loss basis.

What is NOT covered by the Insurance

The following damages are excluded:

a) to electric transformers and power generators;

b) caused by defects in materials or workmanship, subject to the provisions of point 4;

c) caused by wear and tear, tampering or inadequate maintenance;

d) to electricity and telephone systems owned by utility companies;

e) to systems and installations, including electric vehicle charging points, for the exclusive use of:

- **to the individual Property units within the insured Building and their appurtenances, if the Building Type is "Condominium" or “Single-owner building for civil use”;**
- **to the individual garages in the insured Building, if the Building Type is "100% private garages”;**

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

g) resulting from assembly and disassembly, subject to the provisions of point 5;

h) to the electronic modules and components of the Renewable energy systems (including the costs of searching for and identifying defects), the elimination of which is covered by the services usually included in the technical assistance contracts, namely:

- **functionality checks,**
- **preventative maintenance,**
- **elimination of disturbances and defects caused by 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 operates:

- **subject to the Indemnity limit per Claim and per insurance year,**
- **with the Uncovered Amount and the minimum Uncovered Amount per Claim specified in the dedicated section of the Policy.**

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limitations apply.

WATER AND ELECTRICAL SYSTEMS		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Water supply system		
Water main	Deductible specified in the Policy	Insured sum for the Building
Damage to third-party property in basement/semi-basement premises	10% Uncovered Amount with a minimum of EUR 500.00 per Claim	EUR 100,000.00 per Claim and insurance year (Third-Party Liability Coverage Limit for motor vehicles)
Business interruption losses due to water damage	10% Uncovered Amount with a minimum of EUR 250.00 per Claim	EUR 50,000.00 per Claim and insurance year
Blockage of pipes and sewer backflow	Deductible specified in the Policy	• limit per Claim • limit per insurance year specified in the policy
• 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
Trace and access: water damage and gas leakage	Deductible per Claim indicated in the Policy 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 specified in the Policy
Trace and access: blockage of pipes or conduit systems	Deductible per Claim indicated in the Policy	• limit per Claim • limit per insurance year specified in the Policy
Frost	Deductible per Claim indicated in the Policy	• limit per Claim • limit per insurance year specified in the Policy
Extension for blockage clearing costs	Deductible per Claim indicated in the Policy	• limit per Claim • limit per insurance year specified in the Policy
Trace and access extension for underground pipes	Deductible per Claim indicated in the Policy	• limit per Claim • limit per insurance year specified in the Policy
Reimbursement of increased water bill for water leaks	Deductible per Claim indicated in the Policy	Limit per Claim and insurance year as specified in the Policy
Extension covering the cost of flooring no longer available		• limit per Claim • limit per insurance year specified in the Policy

Electrical system		
Electrical damage to common systems	% and minimum Uncovered Amount per Claim specified in the Policy	Limit per Claim and insurance year as specified in the Policy
Breakdown of Common Systems	% and minimum Uncovered Amount per Claim specified in the Policy	Limit per Claim and insurance year as specified in the Policy

NATURAL EVENTS

(ANCILLARY SECTION)

What is covered by the Insurance? Weather Events Covers

Art. 2.28 Wind and rain, Hail and Snow overload

What is covered by the Insurance

Generali Italia shall indemnify the **Direct Physical Damage to property insured under the "Building" Category**, including damage to:

- outdoor installations (for example, gates, boundary walls, fences, aerials and chimneys)
- External thermal insulation
- tanks and fixed installations, classified by nature and intended use

caused by:

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

b) rain

c) hail

The following damages are included:

- to window and door frames, glass panes and skylights, **provided that they directly result from breakage or damage caused to the Roof or walls by the violence of the weather events referred to under a), b), and c);**;
- to glass panels forming or functioning as external perimeter walls of the Building (so-called curtain walling), **provided that they are directly caused by the violence of the weather events referred to under a), b), and c);**
- water damage inside the Building **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);**
- to fibre cement and asbestos cement plates (eternit), **provided they are directly caused by the violence of the weather event referred to under 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 overload 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 as a result of partial or total collapse of the Roof due to snow overload, including water damage **provided that they are directly caused by atmospheric precipitation through structural damage caused by such collapse;**
- permanent deformation to the load-bearing structures of the Roof as a result of snow overload affecting their stability, **excluding those suffered by wooden structures not made of glued Laminated wood (UNI EN 14080) or Micro-laminated wood (UNI EN 14374).**

What is NOT covered by the Insurance?

The following damages are excluded from the coverage referred to under d):

- **breakage of glass panes, window and door frames and skylights, when the breakage is not directly caused by the total or partial collapse of the Building;**
- **breakage and deformation of gutters;**
- **breakage of aerials and chimneys, when the breakage is not directly caused by the total or partial collapse of the Building;**
- **to roof tiles and waterproofing, where this is not directly caused by the total or partial collapse of the underlying load-bearing structure.**

What is NOT covered by the Insurance

The damages caused by the following are always excluded from the Wind and rain, Hail and Snow overload Cover, even if they result from the weather events referred to under a), b), c) and d):

- **tidal waves, tides, coastal storms, sea water penetration;**
- **Floods and Inundation, formation of streams or external accumulation of water, and Waterlogging in general;**
- **land subsidence, landslips and landslides;**
- **frost, rime, drought, Lightning and atmospheric electricity in general;**
- **dripping or dampness;**
- **avalanches, deluges, and air displacements originating from them;**
- **rupture, backflow, Blockage of rainwater drainage systems.**

The damages suffered by the following are also excluded:

- **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;**
- **pressurised sheds, tensile structures, marquees and their contents;**
- **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;**
- **Renewable energy systems, as these are not included under the "Building" Category;**
- **other Systems (including heating and air-conditioning systems) located in the open, even if permanently fixed for their intended use and purpose.**

Limitations of coverage apply

The Cover operates:

- **with the Uncovered Amount and the minimum Uncovered Amount per Claim respectively specified in the dedicated section of the Policy for**
  - **Wind and rain**
  - **Hail**
  - **Snow overload**
- **up to the amount per Claim of the percentages of the Insured sum under the "Building" Category specified in the dedicated section of the Policy for:**
  - **Wind and rain**
  - **Hail**
  - **Snow overload.**

Within the limits of the aforementioned percentages of the Insured sum for the Building, the following specific Indemnity limits per Claim and per insurance year apply to damage sustained as a result of wind, rain and hail:

- **for damage to the External thermal insulation, Indemnity limit specified in the dedicated section of the Policy;**
- **for damage to external installations, EUR 30,000.00;**
- **for damage to Glass panels forming or functioning as external perimeter walls of the Building (so-called curtain walling), up to 10% of the Insured sum under the "Building" Category;**
- **for 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.**

Art. 2.29 Extension for Hail and Wind on fragile items

What is covered by the Insurance

In addition to the Cover under the Article Wind and rain, Hail and Snow overload, Generali Italia shall indemnify **Direct**

Physical Damage to window and door frames, glass panes, skylights and structures made of rigid plastic (e.g., ondolux, polycarbonate) caused by hail and wind.

Limitations of coverage apply

For each Claim, the Cover applies with:

- **the Uncovered Amount and the minimum Uncovered Amount,**
- **the Indemnity limit,**

specified in the dedicated section of the Policy.

Art. 2.30 Wind and rain, Hail and Snow overload on solar thermal and photovoltaic systems

Generali Italia shall indemnify **Direct Physical Damage to the Building's shared photovoltaic and solar thermal systems, provided they are insured under the "Renewable energy systems" Category, caused by:**

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

b) rain

c) hail

d) snow overload

What is NOT covered by the Insurance

The damages caused by the following are always excluded, even if they result from the weather events referred to under a), b), c) and d):

- **tidal waves, tides, coastal storms, sea water penetration;**
- **Floods and Inundation, formation of streams or external accumulation of water, and Waterlogging in general;**
- **land subsidence, landslips and landslides;**
- **frost, rime, drought, Lightning and atmospheric electricity in general;**
- **dripping or dampness;**
- **avalanches, deluges, and air displacements originating from them;**
- **rupture, backflow, Blockage of rainwater drainage systems.**

Coverage is excluded if the Building served by the insured photovoltaic or solar thermal systems is abandoned, under construction, or undergoing renovation.

Limitations of coverage apply

The Cover operates:

- **with the Uncovered Amount and the minimum Uncovered Amount per Claim respectively specified in the dedicated section of the Policy for**
  - **Wind and rain**
  - **Hail**
  - **Snow overload**
- **up to the amount per Claim of the percentages of the Insured sum under the "Renewable energy systems" Category specified in the dedicated section of the Policy for:**
  - **Wind and rain**
  - **Snow overload.**

  For Hail coverage, the Cover applies up to the sum specified in the relevant section of the Policy per Claim.

The Uncovered Amount and minimum Uncovered Amounts are halved in the event of damage to solar or photovoltaic panels, if these are equipped with statements of compliance with IEC61730 and IEC62109 standards and if the Insured has carried out routine maintenance in accordance with the instructions of the supplier or installation company.

Art. 2.31 Snow Overload Extension

What is covered by the Insurance

In addition to the Cover under the Article *Wind and rain, Hail and Snow overload,* Generali Italia shall indemnify the Direct Physical 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 covered by the Insurance

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 Deductible of EUR 500.00 per Claim;**
- **with the Indemnity limit of EUR 10,000.00 per Claim.**

Art. 2.32 Extension to anemometer-equipped sunshades

What is covered by the Insurance

In addition to the provisions of the Cover under the Article *Wind and rain, Hail and Snow overload,* Generali Italia shall indemnify **Direct Physical Damage to anemometer(or similar)-equipped sunshades** (devices 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 10% Uncovered Amount, with a minimum of EUR 500.00 per Claim;**
- **with an Indemnity limit per Claim of EUR 3,000.00;**
- **up to the Indemnity limit per insurance year specified in the dedicated section of the Policy.**

Art. 2.33 Weather Events on buildings open on one or more sides

What is covered by the Insurance

In addition to the provisions of the Cover under the Article *Wind and rain, Hail and Snow overload*, Generali Italia shall indemnify Direct Physical Damage to buildings and canopies open on one or more sides.

What is NOT covered by the Insurance

However, damage to property beneath them is excluded.

Limitations of coverage apply

The Cover operates:

- **with a Deductible per Claim of EUR 500.00;**
- **with an Indemnity limit, per Claim and insurance year, of EUR 20,000.00.**

What is covered by the Insurance? Earthquake and Climate-related Events Covers

Art. 2.34 Insured items

The Covers Earthquake and Climate-related Events can be activated for the same Categories for which the Stabile start section is active:

- for the Building Types "Condominium", “Single-owner building for civil use” and "Empty and unoccupied buildings", **only for Property units not subject to the compulsory coverage for natural disasters and catastrophic events provided for by Law No. 213 of 30 December 2023;**
- for the Building Type “100% private garages”, **if the entire Building is not subject to the compulsory coverage for natural disasters and catastrophic events provided for by Law No. 213 of 30 December 2023.**

Art. 2.35 Earthquake

What is covered by the Insurance

Generali Italia shall indemnify, **within the limits of the Insured sums specified in the Policy for each insured Category, the Direct Physical Damage** – including those caused by Fire, Explosion or Burst – **caused to the insured property by an Earthquake, provided that the property is situated in an area identified as being affected by the Earthquake in the measures adopted by the competent Authorities**, as identified by the National Seismic Network of the National Institute of Geophysics and Volcanology (INGV) in relation to the epicentre of the Earthquake.

Any shocks recorded **within the 72 hours subsequent to first event** giving rise to an indemnifiable Claim shall be deemed to arise from the same seismic event, and therefore the related damages shall be considered to be a **single Claim.**

What is NOT covered by the Insurance

The following damages are excluded:

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

b) volcanic eruption, Inundation, Flood, River Overflow, even if they are a consequence of an 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 Building;

d) damages from theft, loss, robbery, looting or attributable to shortages of any kind;

e) indirect damages (changes in construction, lack of tenancy, enjoyment or commercial or industrial income, suspension of work or any damage that does not concern the materiality of the insured goods);

f) to pressure sheds, marquees and tensile structures;

Coverage does not apply if the Building, or the entire property of which it may form part:

- **were built without the necessary planning permission required under current town planning legislation, or in a manner that did not comply with the technical standards laid down by law or with local regulations relating to building in earthquake-prone areas in force at the time of their construction;**
- **at the time of activation of the Cover, they have been declared unfit for use by order of the Public Authority.**

Limitations of coverage apply

For each Claim and for each Category, this coverage applies:

– **with the Uncovered Amount and the minimum Uncovered Amount per Claim,**

– **subject to the Indemnity limits per Claim and per insurance year,**

specified in the dedicated section of the Policy.

Art. 2.35.1 Characteristics of the building

Cover is provided on the basis of the following declarations concerning the insured Building, which constitute conditions precedent to the availability of coverage:

- **is not under construction or renovation;**
- **is in a good static and maintenance condition.**

In the case of Earthquake damage, the level of risk also depends on:

- **the Building Construction Type and is increasing in the following order:**
  - Reinforced concrete (->definitions)
  - Green Building/Timber (->definitions)
  - Steel (->definitions)
  - Masonry (->definitions)
- **from the year of construction of the Building and increases according to the following value tiers:**
  - from 2019 to the present
  - from 2010 to 2018
  - from 1997 to 2009
  - from 1981 to 1996
  - from 1946 to 1980
  - from 1919 to 1945
  - before 1919
- **based on the number of storeys above ground of the Building, and increases according to the following value tiers:**
  - up to 3
  - from 4 to 7
  - from 8 to 14
  - 15 or more

The minimum Uncovered Amount is doubled, and the percentage of the Insured sum specified in the Policy as the Maximum Indemnity shall be reduced by 10% if, at the time of the Claim, any of the following circumstances relating to the Building are established:

- **has a Construction Type that poses a greater risk than that declared by the Policyholder/Insured and stated in the Policy,**
- **was built in a year that falls within a higher-risk tier than that declared by the Policyholder/Insured and stated in the Policy,**
- **has a number of above-ground storeys that falls within a higher risk tier than that declared by the Policyholder/Insured and stated in the Policy.**

EXAMPLE:
Declarations made by the Policyholder regarding the Building:

- Construction Type: Reinforced concrete
- Year of construction: 1998
- Number of storeys above ground: 3
  - Insured sum for the Building: EUR 200,000.00, equal to its Replacement Value
  - Indemnity limit per Claim and insurance year agreed in the Policy: 80% of the Insured sum for the Building (EUR 160,000.00)
  - Agreed Uncovered Amount as set out in the Policy: 10% with a minimum of EUR 1,000.00 per Claim
  - Assessed Earthquake damage: EUR 200,000.00

CASE 1

At the time of the Claim, it is verified that all declarations relating to the Building are correct

- Compensable damage: EUR 160,000.00 (equal to the Indemnity limit agreed in the Policy)
- Uncovered Amount applied on assessed damage: EUR 20,000.00 (10% of the Assessed damage, higher than the minimum of EUR 1,000.00)
- 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

CASE 2

At the time of the Claim, it is established that at least one of the declarations relating to the Building set out above is incorrect, thereby increasing the risk.

Examples:

- the Building's Construction Type is different and carries greater risk (for example, it is made of Masonry rather than Reinforced concrete);
- the Year of construction of the Building is earlier and falls within a different, higher-risk category (for example, it was built in 1970 rather than in 1998)
- the number of storeys above ground in the Building is higher and falls into a different, higher-risk category (for example, the Building has 5 storeys above ground, rather than 3)
  - Compensable damage: EUR 140,000.00, equal to 70% (80% – 10%) of the Insured sum
  - Uncovered Amount applied on assessed damage: EUR 20,000.00 (10% of the Assessed damage - higher than the minimum, doubled in relation to the Uncovered Amount agreed in the Policy, of EUR 2,000.00)
  - Assessed Damage net of the Uncovered Amount: EUR 180,000.00 (200,000.00 - 20,000.00)

Indemnity paid: EUR 140,000.00, equal to the Indemnity limit agreed in the Policy, reduced by 10%

Art. 2.36 Flood, Inundation, River Overflow

What is covered by the Insurance

Generali Italia shall indemnify, **within the limits of the Insured sums specified in the Policy for the individual insured Categories, Direct Physical Damage** — including those caused by Fire, Explosion or Burst — **caused to the insured property by Flood, Inundation, River Overflow**.

Occurrences of this phenomenon recorded within **72 hours** from the initial occurrence shall be considered a **single event**.

What is NOT covered by the Insurance

Damages are excluded if caused by:

a) storm surge, tide, tidal wave, seawater penetration, moisture, dripping, oozing, seepage, failure or break-down of automatic extinguishing systems;

b) non-production or irregular production or distribution of electrical, thermal or hydraulic energy that is not a direct consequence of the Flood, Inundation or River Overflow affecting the insured property;

c) Waterlogging and Cloudbursts;

d) sewer overflows or backflows not directly related to the incident.

The following damages are also excluded:

e) damages of landslides, subsidence or landslip;

f) damages to mobile outdoor entities;

g) to property situated in Floodplains;

Limitations of coverage apply

For each Claim and for each Category, this coverage applies:

- **with the Uncovered Amount and the minimum Uncovered Amount per Claim,**
- **subject to the Indemnity limits per Claim and per insurance year,**

specified in the dedicated section of the Policy.

Art. 2.37 Waterlogging and Cloudbursts

What is covered by the Insurance

In addition to the Flood, Inundation, River Overflow Cover, and within the relevant Insured sums and limitations of coverage, Generali Italia also indemnifies the **Direct Physical Damage caused to insured property by Waterlogging and Cloudbursts.**

What is NOT covered by the Insurance

The following damages are excluded:

a) covered by the Flood, Inundation, River Overflow 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 windows 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 coverage applies with:

- **the Uncovered Amount and the minimum Uncovered Amount per Claim,**
- **the Indemnity limit per Claim and per insurance year as specified in the dedicated section of the Policy.**

For damage relating to basement and semi-basement premises, the Indemnity limit per Claim and per insurance year is 50%.

Art. 2.38 Demolition and clearing expenses

What is covered by the Insurance

In the event of a Claim eligible for indemnity under one or more of the Covers Earthquake and Climate-related Events, and if, at the time of settlement, the pro rata rule referred to in Article *Partial Insurance (pro rata rule) – Underinsurance tolerance* of the RULES OPERATING IN THE EVENT OF A CLAIM In Solidità with damage to insured property, Generali Italia shall indemnify, **up to the limit per Claim and insurance year specified in the Policy for the Cover affected by the Claim and, in any event, if more than one Cover is affected, up to the Insured sum for each Category affected by the Claim**, the costs necessary to **demolish, clear away, transport, treat and dispose of** the debris resulting from the Claim to the nearest suitable landfill or to the one designated by the relevant Authority.

Limitations of coverage apply

The coverage is subject to 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.**

Art. 2.39 Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics

What is covered by the Insurance

In the event of a Claim affecting the Building indemnifiable under one or more of the Earthquake and Climate-related Events Covers, Generali Italia shall indemnify, **up to the limit per Claim and insurance year specified in the Policy**

for the Cover affected by the Claim and, in any event, where more than one Cover is affected, up to the Insured sum for the Building Category, the higher of the costs incurred for the **repair or reconstruction of the Building in accordance with nZEB (Nearly Zero Energy Building) characteristics**.

Limitations of coverage apply

The coverage is subject to a limit of 20% of the Indemnity payable.

Art. 2.40 Building reconstruction costs with resilience and prevention criteria against Flood, Inundation, River Overflow and Waterlogging and Cloudbursts (Build Back Better)

What is covered by the Insurance

Generali Italia, in the event of an indemnifiable Claim based on the Flood Inundation, River Overflow Cover, reimburses the higher expenses, which exceed the normal reconstruction and restoration costs of a functional nature incurred **solely for the measures listed below, insofar as they are suitable for the repair or reconstruction of the insured Building affected by the Claim in accordance with "Build Back Better" construction criteria.**

These criteria increase the strength and resilience of the Building through the use of materials and structures that make it more capable of resisting the penetration of water resulting from Flood, Inundation, River Overflow and consequently decrease the damaging impacts of such events on the Building itself and on the insured property contained therein, as defined in these Terms and Conditions of Insurance.

List of measures that reduce the likelihood of future damage occurring or the severity of such damage, in respect of which coverage is provided

- Within the scope of the overhaul of the electrical system damaged by the Claim:
  - relocation of electrical switchboards, which were previously situated on the ground floor at a height of less than one metre above floor level or in a basement or semi-basement, to the ground floor at a height of at least one metre above floor level or to a higher floor;
  - upgrading of electrical switchboards, whether already installed or relocated, on the ground floor at a height of at least one metre above the floor or on a higher floor, by means of one or both of the following measures:
    - installation of cable entries exclusively from below;
    - installation of certified sealing systems suitable for preventing water ingress from above;
  - installation or relocation of voltage releases — including those relating to shared photovoltaic Systems, but only if such systems are expressly insured under the policy — in an elevated position at least one metre above ground level, protected and accessible in the event of an emergency.
- Installation of non-return valves in sewerage systems.
- Adaptation of communal submersible pumps by means of elevating, protecting, and anti-clogging measures, to ensure their full operational readiness in the event of severe weather conditions.
- Upgrade of the stormwater drainage system to adequate dimensions (with flow capacity increased by at least 25%).
- Overhaul and functional adaptation of the Building's shared drainage systems, with particular reference to drainage grates or channels located at the base of garage access ramps, including the clearance of blockages, replacement of deteriorated elements, and adoption of anti-clogging solutions, in order to ensure proper water drainage in areas most exposed to inflow.
- For shared heating or air conditioning systems of the Building installed on the ground, provision of a support structure that keeps the equipment elevated above ground level by at least 30 centimetres

If the Waterlogging and Cloudbursts Cover is also active, under the same terms and conditions, Generali Italia will reimburse the additional costs referred to above even where they arise as a result of Claims eligible for compensation under that Cover.

Limitations of coverage apply

MINIMUM LOSS THRESHOLD

Generali Italia shall reimburse the additional costs provided for under this Cover **only if the total loss** caused by the Claim to the insured property - including any damage to property under the "Renewable energy systems" Cat-

egory, if activated - is **equal to or exceeds EUR 100,000.00. If the total loss is below this threshold, coverage does not apply.**

INDEMNITY LIMITS PER CLAIM

Coverage operates within the amounts constituting the Indemnity limit for the Flood, Inundation, River Overflow Cover, or, if the Claim relates to the Waterlogging and Cloudbursts Cover, within its respective Indemnity limit.

In any event, the reimbursement is subject to a double limit per Claim:

- **shall not exceed 10% of the total Indemnity payable by Generali Italia under the Flood, Inundation, River Overflow Cover or the Waterlogging and Cloudbursts Cover, calculated after the application of the relevant Uncovered Amount;**
- **in any case, it shall not exceed EUR 50,000.00.**

The lower of the two limits applies.

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limitations apply.

WEATHER EVENTS		
Covers	**Deductible/Uncovered Amount/Minimum loss threshold**	**Indemnity limit**
Wind and rain, Hail and Snow overload	The Uncovered Amount and minimum Uncovered Amount per Claim respectively specified in the Policy for: – Wind and rain – Hail – Snow overload	Per Claim, percentage of the Insured sum under the Building Category respectively specified in the Policy for: – Wind and rain – Hail – Snow overload
• damage to the External thermal insulation as a result of wind, rain and hail		• limit per Claim and insurance year as specified in the Policy
• 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 under the “Building” Category per Claim
• 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
Extension for hail and wind on fragile items	Uncovered Amount and minimum Uncovered Amount per Claim specified in the Policy	specified in the Policy

Wind and rain, Hail and Snow overload on solar thermal and photovoltaic systems	The Uncovered Amount and minimum Uncovered Amount per Claim respectively specified in the Policy for: – Wind and rain – Hail – Snow overload	Per Claim: • a percentage of the Insured sum under the "Renewable energy systems" Category as specified in the Policy respectively for: – Wind and rain – Snow overload • the Indemnity limit specified in the Policy for: – Hail
Snow overload extension	Deductible per Claim of EUR 500.00	EUR 10,000.00 per Claim
Extension to anemometer-equipped sunshades	10% Uncovered Amount with a minimum of EUR 500.00 per Claim	• EUR 3,000.00 per Claim • limit specified in the Policy per insurance year
Weather events on Buildings open on one or more sides	Deductible per Claim of EUR 500.00	EUR 20,000.00 per Claim and insurance year
Demolition and clearing expenses		Within the limits of the sum specified in the Policy for the In solidità Covers, subject to the specific limit per Weather Events Claim of 10% of the Indemnity payable (Art. 2.2)
Higher expenses for reconstruction with nZEB (Nearly Zero Energy Building) characteristics		Within the Insured sum for the Building, with a limit of 20% of the Indemnity payable (Art. 2.4)
EARTHQUAKE AND CLIMATE-RELATED EVENTS		
Covers	**Deductible/Uncovered Amount**	**Indemnity limit**
Earthquake	Uncovered Amount and minimum Uncovered Amount per Claim specified in the Policy (the minimum uncovered amount is doubled in the event of an incorrect declaration regarding the Building Construction Type, Year of construction or number of storeys above ground level, resulting in an increased risk)	Per insurance year % of the Insured sum for the "Building" Category and the "Renewable energy systems" Category specified in the Policy (maximum Indemnity reduced by 10% in the event of an incorrect declaration regarding the Building Construction Type, Year of construction or number of storeys above ground level, resulting in an increased risk)
Flood, Inundation, River Overflow	Uncovered Amount and minimum Uncovered Amount per Claim specified in the Policy	Per insurance year % of the Insured sum for the "Building" Category and the "Renewable energy systems" Category specified in the Policy
Waterlogging and Cloudbursts	Uncovered Amount and minimum Uncovered Amount per Claim specified in the Policy	Per insurance year Indemnity limit specified in the Policy (50% for the part of the damage relating to basement and semi-basement premises)

Demolition and clearing 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 Category with the following limits: • 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 costs for reconstruction with nZEB (Nearly Zero Energy Building) characteristics		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 Category, subject to a limit of 20% of the Indemnity payable
Building reconstruction costs with resilience and prevention criteria against Flood, Inundation, River Overflow and Waterlogging and Cloudbursts (Build Back Better)	applies if the total damage caused by the Claim to the insured property amounts to at least EUR 100,000.00.	Within the Indemnity limit provided for the Flood, Inundation, River Overflow Cover, or within the Indemnity limit provided for the Waterlogging and Cloudbursts Cover – with a limit of 10% of the total Indemnity due by Generali Italia, with a maximum of EUR 50,000.00.

When does the coverage begin and when does it end?

Art. 3.1 Operation of the Natural Events Covers – Waiting Period

The Weather Events Covers take effect at midnight of the tenth day following the day of activation indicated in the Policy, if at that time the Premium or the first instalment of Premium has been paid; otherwise they take effect at midnight of the tenth day following the day of payment.

The Earthquake and Climate-related Events Covers take effect at midnight of the fifteenth day following the day of activation indicated in the Policy, if at that time the Premium or the first instalment of Premium has been paid; otherwise they take effect at midnight of the fifteenth day following the day of payment.

The deadlines set out in the specific section of the Policy remain unaffected.

If the Cover replaces, without interruption, another cover in force with Generali Italia or with another insurer for the same risk, no Waiting Period shall apply, and cover shall take effect from midnight on the effective date of the new contract or, if later, from midnight on the date of payment of the initial Premium.

How is the coverage Waiting Period calculated?

EXAMPLE 1: If the date of activation of the Cover indicated in the Summary Sheet is 1 August and the Premium is paid on 30 July (of the same year), the Waiting Period is counted from 2 August (the day following the date of activation of the Cover indicated in the Summary Sheet with Premium paid by that date).

EXAMPLE 2: If the date of activation of the Cover indicated in the Summary Sheet is 1 August and the Premium is paid on 1 September (of the same year), the Waiting Period is counted from 2 September (the day following the Premium payment date).

Art. 3.2 Right of Withdrawal from Natural Events Covers

Generali Italia and the Policyholder may withdraw from the Weather Events Covers at any time by giving 30 (thirty) days' notice, which shall commence upon receipt of the relevant communication.

Generali Italia and the Policyholder may withdraw from the Earthquake and Climate-related Events Covers at any time by giving 30 (thirty) days' notice, which shall commence upon receipt of the relevant communication.

Notice of withdrawal must be given in the manner described in Article *Communication between the parties* of the GENERAL TERMS AND CONDITIONS GOVERNING THE CONTRACT.

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

DEDICATO A TE
(ANCILLARY SECTION)

What is covered by the Insurance?

SPECIALE APPARTAMENTO

Art. 4.1 Fire damage to the Contents of individual residential units

What is covered by the Insurance

Generali Italia shall indemnify, **within the limits of the Insured sum per Residential unit indicated in the specific Policy section, the Direct Physical Damage to the Contents of the individual Residential units and the respective appurtenances, even if not communicating with the living quarters,** caused by:

a) **Fire,** including damage caused by order of the Authorities for the purpose of preventing or stopping the Fire and also damage caused by the Insured or third parties, without acting recklessly, for the purpose of limiting the damage;

b) **mechanical action of Lightning;**

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

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, gases or vapours if:**

- they escape following a sudden and accidental failure of the heating systems serving the insured Building or adjoining buildings, **provided that the systems are connected via ducting to appropriate chimneys**

or

- developed as a result of Fire or Lightning, Explosion, Bursting or Implosion that struck the insured items or goods within 50 metres of it;

h) **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, **if in transit on public roads, private roads for public use or watercourses;**

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

If only part of the Building is insured, the Cover applies to the Residential units for which the insurance is provided and their appurtenances.

Standard furnishings for offices and professional practices (**excluding electrical and electronic machinery and equipment**) are also included, provided that the relevant Property units are insured.

Limitations of coverage apply

For property located on the appurtenances, the Cover is subject to an Indemnity limit of 10% of the Insured sum per Residential unit, as specified in the dedicated section of the Policy. If, at the time of the Claim, the relevant Residential unit is already insured for the same risk under a specific policy – even if taken out with another insurer – the aforementioned limit is raised to 20%.

If arising from the above events, Generali Italia shall also indemnify, even in excess of the Insured sum, damage caused by the development of smoke, gas, or vapours when the events themselves **have affected the insured property or property located within 50 metres thereof.**

How the coverage works

The Cover applies on a First Loss basis.

The Premium for the Cover is determined on the basis of the **total number of Property units of the Building** declared by the Policyholder and stated in the Policy.

Therefore, **if at the time of the Claim the total number of Property 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 Generali Italia been aware of the true state of affairs.**

Where coverage does not apply to an entire Building, the Premium for the Cover is calculated based on the **"number of Property units insured" as declared by the Policyholder/Insured and set out in the Policy, together with a list of the relevant units.**

EXAMPLE:

Basic cover is provided for an entire Building comprising 20 Property units, 15 of which are Residential units

The Insured sum under the Cover Fire damage to the Contents of individual Residential units is EUR 5,000.00 per Residential unit. A Claim occurs affecting a single Residential unit

The Compensable damage caused by the Claim amounts to EUR 1,000.00

CASE 1

- The Policyholder has declared a total of 20 Property units (which corresponds to the actual number) and the Premium has been set accordingly at EUR 140.00:

  The Cover Fire damage to the Contents of individual Residential units is provided on a First Loss basis up to the Insured sum, and the Indemnity paid is therefore equal to EUR 1,000.00 (Compensable damage, within the limits of the Insured sum)

CASE 2

- The Policyholder has declared a total of 10 Property units (lower than the actual number) and the Premium has been set accordingly at EUR 70.00:

  The amount owed by Generali Italia is reduced in proportion to the difference between the Premium agreed on the basis of the Policyholder's declaration and the Premium that would have been applied had the Policyholder declared the actual total number of Property units; the Indemnity paid is therefore EUR 500.00.

Art. 4.2 Extension to glass of individual property units

What is covered by the Insurance

Generali Italia shall reimburse the Insured **the costs necessary to replace the glass** (meaning: panes of plate glass, semi-plate glass, mirror glass, and sheet glass) forming part of the Fixtures and fittings and skylights protecting the closures of transit, lighting, and ventilation openings belonging to the individual Property units of the insured Building, **when destroyed or damaged as a result of accidental breakage.**

If only part of the Building is insured, the Cover applies to the individual Property units for which the insurance is provided.

How the coverage works

The Cover applies on a First Loss basis.

The Premium for the Cover is determined on the basis of the **total number of Property units of the Building** declared by the Policyholder and stated in the Policy.

Therefore, **if at the time of the Claim the total number of Property 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 Generali Italia been aware of the true state of affairs.**

Where coverage does not apply to an entire Building, the Premium for the Cover is calculated based on the **"number of Property units insured" as declared by the Policyholder/Insured and set out in the Policy, together with a list of the relevant units.**

What is NOT covered by the Insurance

The following are excluded:

a) glass panels or glazing forming or functioning as external perimeter walls of the Building (so-called curtain walls);

b) glass used for signs and shop windows;

c) damage occurring in outbuildings or appurtenances;

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

e) damage from chipping or scratching.

Limitations of coverage apply

The Cover operates:

- **with the following limits per insurance year**
  - ◊ **EUR 1,000.00 per Property unit**
  - ◊ **EUR 15,000.00 for all Property units**
- **with a Deductible per Claim of EUR 100.00**

Art. 4.3 Electrical damage to individual property unit systems

What is covered by the Insurance

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

By way of example, the following are included:

- autonomous heating and air-conditioning systems operated by individual condominium unit owners;
- alarm systems, video intercoms;
- home automation systems;
- electric vehicle charging points serving individual Property units or individual garages.

If only part of the Building is insured, the Cover applies to the individual Property units for which the insurance is provided and their appurtenances.

How the coverage works

The Cover applies on a First Loss basis.

The Premium for the Cover is determined on the basis of the **total number of Property units of the Building** declared by the Policyholder and stated in the Policy.

Therefore, **if at the time of the Claim the total number of Property units of the Building 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 Generali Italia been aware of the true state of affairs.**

Where coverage does not apply to an entire Building, the Premium for the Cover is calculated based on the **"number of Property units insured" as declared by the Policyholder/Insured and set out in the Policy, together with a list of the relevant units.**

What is NOT covered by the Insurance

The following damages are excluded:

a) damages due to manufacturing or materials defects;

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

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

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

e) that occur

- **during assembly or disassembly not related to maintenance or overhaul work**
- **during commissioning or testing.**

Limitations of coverage apply

The Cover operates:

- **with the limit per Claim per Property unit of EUR 2,000.00 and the limit per insurance year for all Property units specified in the dedicated section of the Policy;**
- **with a Deductible per Claim of EUR 300.00.**

WARNING:

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

Example: an electrical phenomenon affects 2 Property units causing compensable damages to the system of the first one of EUR 500.00 and to the system of the second one of EUR 400.00:

- the total Indemnity payable is calculated, equal to EUR 900.00;
- the single Deductible of EUR 300.00 is deducted from the total amount.

The settled loss shall be equal to EUR 600.00 [(500.00+400.00) - 300.00]

Art. 4.4 Electrical damage to contents of individual residential units

What is covered by the Insurance

Generali Italia shall indemnify **Direct Physical Damage to the Contents of individual Residential 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.

ELECTRONIC AND SPECIALIST EQUIPMENT

The Contents include the following Electronic and specialist equipment:

- Electric musical instruments;
- Digital film, photographic and optical equipment;
- Electronic equipment in general (e.g. hi-fi systems, radios, televisions, audio and stereo systems, handheld devices, personal computers – including laptops –, printers, mobile phones, DVD players, and electronic vacuum cleaners).

If only part of the Building is insured, the Cover applies to the individual Residential units for which the insurance is provided.

What is NOT covered by the Insurance

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 or during commissioning 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.

The following are also excluded from the list of Electronic and specialist equipment:

d) damage to and disturbance of electrical, electronic, electromechanical components occurring during use without external causes.

How the coverage works

The Cover applies on a First Loss basis.

The Premium for the Cover is determined on the basis of the **total number of Property units of the Building declared by the Policyholder and stated in the Policy.**

Therefore, if at the time of the Claim the total number of Property units of the Building 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 Generali Italia been aware of the true state of affairs.

Where coverage does not apply to an entire Building, the Premium for the Cover is calculated based on the **"number of Property units insured" as declared by the Policyholder/Insured and set out in the Policy, together with a list of the relevant units.**

Limitations of coverage apply

The Cover operates:

- **with the limit per insurance year per Residential unit of EUR 1,000.00 and the limit per insurance year for all Residential units specified in the dedicated section of the Policy;**
- **with a Deductible of EUR 200.00 per Claim;** if, at the time of the Claim, the Residential unit in question is insured against the same risk under a specific policy, even if with another insurer, the Deductible does not apply.

WARNING:

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

Example: an electrical phenomenon affects 2 Residential units causing electrical damage amounting to EUR 800.00 to the Contents of the first unit and EUR 2,200.00 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 Residential units as agreed in the Policy is EUR 3,000.00.

For the purpose of claim settlement:

- the Indemnity payable for each damaged Residential unit is calculated as follows: EUR 800.00 and EUR 2,000.00 (equivalent to the limit per individual Residential unit);
- it is verified that the amount thus calculated (EUR 2,800.00) does not exceed the limit per insurance year for all Residential units (EUR 3,000.00)
- the single Deductible of EUR 300.00 is deducted from the total amount.

The settled loss shall be equal to EUR 2,600.00 [(800.00 + 2,000.00) – 200.00].

Art. 4.5 Theft from individual Residential units

What is covered by the Insurance

Generali Italia indemnifies **the following Direct Physical Damage to the Contents of individual Residential units, excluding outbuildings and appurtenances thereto:**

1. **from Burglary:** if the perpetrators of the theft broke into the Residential units by breaching the external defences by break-in of security and locking mechanisms;
2. **from Theft by breaking through of the walls, floors or ceilings of premises, provided that such premises meet the construction specifications set out in the Declarations of the Policyholder detailed in the Policy;**
3. **from Theft involving the fraudulent use of keys:** if the perpetrators of the theft broke into the Residential units by fraudulently using keys;
4. **from Theft by opening electronic locks, without breaking or burglary** with the use of magnetic stripe cards with non-original microchips or microprocessors, **if the locks are connected to a control unit via a transmission medium, physical or wireless, and equipped with devices for recording opening and opening attempts;**

5. **from Theft with the use of picks or similar tools**

   Limitations of coverage apply

   If no break-in of the break-in of security and locking mechanisms of the premises is ascertained, **the Indemnity shall be paid deducting an Uncovered Amount per Claim of 20%; if at the time of the Claim, the Residential unit in question is already insured for the same risk under a specific policy, the Uncovered Amount shall be reduced to 10%.**

6. **from Theft by climbing:** via a route other than the ordinary means of access requiring exceptional personal agility or the use of artificial devices;
7. **from Theft following clandestine entry:** committed by persons who have remained on the premises without the knowledge of the Insured, members of their Household, or domestic staff, and who subsequently remove the stolen property after the premises have been locked;
8. **Robbery taking place within the Residential unit,** even where the persons subjected to violence or threats are taken from outside and forced to enter the premises.

If only part of the Building is insured, the Cover applies to the individual Residential units for which the insurance is provided.

What is NOT covered by the Insurance

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 on the occasion of Fire, Explosion including nuclear explosion, Implosion, Burst, radiation or radioactive contamination, Earthquakes, volcanic eruptions, Inundations 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 - without remuneration - with the surveillance of the insured property or the premises containing it;**
   - **the Insured's employees;**
g) **indirect losses (for example, loss of expected profits, loss of enjoyment or use, expert's fees, and any other losses);**
h) **theft of Jewellery and precious items and Valuables;**
i) **occurring when the Residential unit has been unoccupied for more than 180 consecutive days. This exclusion shall apply from midnight on the 180th day of unoccupancy; it is specified that the presence of persons during daytime hours only, or visits to the insured premises for inspections, checks, cleaning, or repairs, shall not constitute an interruption of unoccupancy.**

How the coverage works

The Cover may be activated if:

- **the Covers Fire of the Contents of Individual Residential Units, Breakdowns caused by burglars and Theft of fixtures and fittings are also purchased;**
- **all the Residential units in the Building are insured.**

The Cover applies on a First Loss basis.

The Premium for the Cover is determined on the basis of the **total number of Property units of the Building declared** by the Policyholder and stated in the Policy.

Therefore, **if at the time of the Claim the total number of Property units of the Building 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 Generali Italia been aware of the true state of affairs.**

Where coverage does not apply to an entire Building, the Premium for the Cover is calculated based on the **"number of Property units insured" as declared by the Policyholder/Insured and set out in the Policy, together with a list of the relevant units.**

Limitations of coverage apply

The Cover applies with:

- **an Indemnity limit per Claim of EUR 2,000.00 per Residential unit;**
- **the total Indemnity limit per Claim and insurance year of EUR 10,000.00.**

SPECIALE AMMINISTRATORE

Art. 4.6 Administrator's safe

What is covered by the Insurance

Generali Italia **shall indemnify the Condominium administrator** (third party or condominium unit owner) **for Direct Physical Damage resulting from the theft of Valuables, in the following cases**:

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

b) Theft by stealth, **where the administrator has the Valuables on him/her or within reach**;

c) Robbery or misappropriation of Valuables committed through the use of force or threat of violence against the person.

How the coverage works

Coverage applies only whilst the administrator is carrying out the duties of administrator of the Building specified in the Policy.

The Cover applies on a First Loss basis.

Limitations of coverage apply

Coverage applies:

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

Are there limitations of coverage?

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limitations apply.

Covers	Deductible/Uncovered Amount	Indemnity limit
DEDICATO A TE		
SPECIALE APPARTAMENTO		
Fire damage to the Contents of individual Residential units	-	Insured sum per individual Residential Unit as specified in the Policy, subject to a limit of 10% for appurtenances, increased to 20% if similar coverage applies to the individual Residential Unit.
Extension to glass of individual property units	Deductible per Claim EUR 100.00	• EUR 1,000.00 per Property unit per insurance year • EUR 15,000.00 for all Property units per insurance year
Electrical damage to individual property unit systems	Deductible per Claim EUR 300.00	• EUR 2,000.00 per Claim per Property unit • Limit per insurance year for all Property units as specified in the Policy
Electrical Damage to Contents of Individual Residential Units	Deductible per Claim EUR 200.00. The Deductible does not apply if similar cover applies to the individual Residential unit	• EUR 1,000.00 per Residential unit per insurance year • Limit per year indicated in the Policy for all Residential units
Theft for individual residential units	In the event of theft with the use of picks or similar tools for which there is no evidence of break-in of security and locking mechanisms: 20% Uncovered Amount per Claim, reduced to 10% if similar cover applies to the individual Residential unit	• EUR 2,000.00 per Claim per Residential unit • EUR 10,000.00 per Claim and insurance year
SPECIALE AMMINISTRATORE		
Administrator's safe	Uncovered Amount per Claim 10%	• EUR 1,500.00 per Claim • EUR 10,000.00 per insurance year

COMMON RULES IN SOLIDITÀ

What is NOT covered by the insurance?

Art. 5.1 Exclusions

The following damages are excluded:

a) **resulting from Earthquakes, volcanic eruptions, Flood, Inundation, River Overflow**, except as provided for under the Earthquake and Climate-related Events Covers, if purchased**;**

b) **resulting from acts of war, invasion, military occupation, insurrection;**

c) **resulting from civil unrest, strikes, riots, acts of terrorism or organised sabotage**, except as provided for the Socio-political events Cover, if purchased**;**

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

e) **loss or theft of the insured items occurring in connection with the events for which the Insurance is provided**, except as provided for by any Ancillary Covers covering the risk of Theft**;**

f) **caused wilfully by the Insured. If the Insurance is taken out for a Condominium, in the event of an individual condominium unit owner wilful misconduct, the share of the damage relating to such condominium unit 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 under:
   - the Cover Electrical damage to common systems, if purchased;
   - the Cover Electrical damage to individual property unit systems, if purchased;
   - from the Cover Electrical damage to Contents of individual Residential units, if purchased.

Cyber Exclusion

The following are also excluded:

- **losses,**
- **liability,**
- **Physical Damage or non-physical damages of any nature whatsoever,**
- **business interruption damage,**
- **loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or Theft of any Computer Data or any other amount relating to the value of the Computer Data itself**

directly or indirectly caused by, arising out of, connected with or attributable even in part to the following events: Cyber Act and Cyber Incident, including any action taken to control, prevent, terminate or otherwise remedy them.

For this exclusion, the Article **Gross negligence** does not apply, which shall therefore be deemed null and void in relation to the above-mentioned events covered by the Cyber exclusion.

Without prejudice to other and different terms, conditions and exclusions, it is specified that this section covers:

– physical loss or damage to property

– any business interruption damage resulting directly from physical loss or damage to property

caused by Fire, Explosion, Burst, even if a Cyber Act or a Cyber Incident is considered to be an indirect or contributing cause of the damage.

Therefore, **any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Computer Data**:

– **is not indemnifiable** under this section **if caused exclusively** by a **Cyber Act** and/or a **Cyber Incident**;

– **is indemnifiable** under this section if caused by Fire, Explosion, Burst, even if a Cyber Act or a Cyber Incident constitute an indirect or concurrent cause of the loss, **however excluding** the amount relating to the **value of the Computer Data**.

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. 6.1 Where the Covers operate

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

Under what operating conditions do we insure?

Art. 7.1 Ownership of rights arising from insurance coverage

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 coverage. 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 rightsholders themselves.

Art. 7.2 Form of insurance

Insurance coverage for the Covers concerning Direct Physical Damage to insured items is provided:

– for the Building, at **Full Value**, unless otherwise specified for individual Covers

– for the Contents of individual Property/Residential units, on a First Loss basis, as specified in the dedicated section of the Policy.

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

Art. 8.1 Change to the Type of Building during the term of the Contract

The Premium is agreed also on the basis of the declarations made by the Policyholder/Insured regarding the **Building Type**.

If, on the basis of the above declarations, **the Policy specifies the Building Type as "Building under construction/ renovation" or "Empty and unoccupied buildings"**, once the works have been completed or the property is no longer unoccupied, the Policyholder/Insured **must notify** Generali Italia and specify the changed risk characteristics so that the contract can be amended accordingly.

If, on the basis of the above declarations, **the Policy specifies a different Building Type** and comprehensive renovation works commence or the Building becomes unoccupied, this shall constitute an increase in risk, and the Policyholder/Insured **must give immediate notice thereof** to Generali Italia. If this obligation is not complied with, they may lose the right to the Indemnity in whole or in part, as set out in Article *Declarations of the Policyholder/Insured Person – Changes in the risk* in the section GENERAL TERMS AND CONDITIONS GOVERNING THE CONTRACT.

6 Notwithstanding the provisions of Article 1900 (Claims caused with wilful misconduct or gross negligence by the insured or employees), first paragraph of the Italian Civil Code.

SPECIFIC TERMS AND CONDITIONS IN ACCORDO

PROTEZIONE PATRIMONIO

What is covered by the Insurance?

Art. 1.1 Insureds

The Insurance policy may be taken out on behalf of a Condominium or on behalf of the owner (or co-owners) of the entire Building.

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

– all condominium unit owners as such;

– the Condominium Administrator.

For the "Condominium" Building Type, the Insurance policy may also be taken out for only part of the Condominium; in this case, only those condominium unit owners for whom the policy has been taken out are insured.

With a dedicated Ancillary Cover, employees (such as the caretaker and the gardener) can also be insured.

Art. 1.2 Conditions of insurability

The Protezione Patrimonio Covers apply if the Building 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” and “Single-owner building for civil use”**
  - ◊ **At least 51% for civil use:** at least 51% of the total surface area of all floors of the Building is used as private residences, offices, or professional practices
  - ◊ **Less than 51% for civil use:** less than 51% of the total surface area of all floors of the Building is used as private residences, offices, or professional practices
  - ◊ **Presence/absence of department stores and supermarkets with a floor area exceeding 1,000 square metres, public car parks, hotels or parts of hotels;**
  - ◊ **Presence/Absence of:**
    - **cinemas, theatres, discotheques, night clubs, commercial deposits of flammables**
    - **petrol stations, including those adjacent to the Building (within 30 metres)**
- **“100% private garages”**
- **“Building under construction/renovation”**
- **“Empty and unoccupied buildings”**

What is covered by the Insurance? Basic Cover

Art. 2.1 Third Party Liability

What is covered by the Insurance

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 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 systems,
- ownership and occupancy of the Common Areas of the Building,
- ownership of the Building's shared photovoltaic systems and solar thermal systems.

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 event of a condominium Building:

- the liability of each condominium unit owner for whom the Insurance is effected, in such capacity, towards other condominium unit owners and towards the common property, is included;

– individual condominium unit owners and their family members and employees are considered as third parties, notwithstanding the provisions of the Article *Persons not considered as third parties.*

Limitations of coverage apply

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

If the Insurance is effected for only certain condominium unit owners, in the event of liability attributable to the Condominium, coverage shall apply solely to the Insureds' proportionate share of liability based on their respective millesimal ownership shares, excluding joint and several liability with the other unit owners.

EXAMPLE:

The insurance policy has been taken out for 8 of the 10 condominium unit owners in a Condominium Building

The 8 condominium unit owners covered by the insurance policy hold a total of 750 millesimal ownership shares

A Claim occurs which causes compensable damage to third parties attributable to the Condominium, amounting to EUR 100,000.00. No Deductible or Uncovered Amount applies to this damage.

The Indemnity/compensation paid out by Generali Italia amounts to EUR 75,000.00 (EUR 100,000.00 / 1000 × 750), which corresponds to the insured unit owners' share of liability

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

What is covered by the Insurance

Third Party Liability Cover includes:

a) Physical Damage and bodily harm arising 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, **if they are in a good state of preservation and maintenance;**

c) Physical Damage and bodily harm arising from the **ownership of private paved roads** leading from the public road to the Building or connecting multiple properties belonging to the same.

What is NOT covered by the Insurance

Damage caused by circulation and use of motor vehicles is excluded.

Art. 2.1.2 Commissioning of Extraordinary Maintenance Works

What is covered by the Insurance

The Third Party Liability Cover includes the liability of the Insured in their capacity as principal of works for major maintenance falling within the scope of health and safety at work legislation[7] on the Common Areas of the Building.

What is NOT covered by the Insurance

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) which occur after the completion of the activity/work;

d) arising from the use of machinery or systems driven or operated by an unauthorised person who has not attained the age of 16 years or is 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

Coverage applies if:

- **the Insured has appointed the works supervisor, the safety coordinator for the design phase and for the execution phase, and such persons are distinct from the Insured and possess the qualifications required by law for the performance of their respective duties;**
- **the contractors are lawfully engaged in construction work and comply with all obligations arising from compulsory workers' compensation insurance.**

Limitations of coverage apply

Coverage applies:

- **for Bodily harm: in the case of death or grievous bodily injury as defined in the Italian Criminal Code[8];**
- **for damage to property: with a 10% Uncovered Amount, subject to a minimum of EUR 500.00 per Claim;**
- **up to 50% of the Coverage Limit specified in the Policy, subject to a limit of EUR 300,000.00.**

Art. 2.1.3 Fire damage to third parties

The Third Party Liability Cover includes damage to third parties resulting from Fire, smoke, Explosion and Burst of the Building.

Limitations of coverage apply

The coverage applies up to the Coverage Limit specified in the Policy, subject to a maximum of EUR 3,000,000.00.

Art. 2.1.4 Business interruption losses

What is covered by the Insurance

The Third Party Liability Cover includes damage arising from total or partial interruptions or suspensions of:

- the use of assets,
- industrial, commercial, agricultural, service and professional activities resulting from a Claim eligible for compensation under the Cover.

How the coverage works

Coverage applies if the damage results from a Claim that is eligible for compensation under the Cover.

Limitations of coverage apply

Coverage applies:

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

Art. 2.1.5 Accidental pollution damage

What is covered by the Insurance

The Third Party Liability Cover includes Physical Damage and bodily harm resulting from Pollution caused by the accidental breakdown of water, sanitation, heating or air-conditioning systems serving the insured Building or the larger property of which it forms part.

Limitations of coverage apply

Coverage is provided:

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

Art. 2.1.6 Personal third party liability of the administrator

What is covered by the Insurance

The Third Party Liability Cover also applies to the personal and direct liability of the Building administrator (whether a third party or a condominium unit owner) for Bodily harm and Physical damage falling within the scope of the cover. 2

What is NOT covered by the Insurance

Damage caused by the administrator's wilful misconduct is excluded

What is covered by the Insurance? Ancillary Covers

Art. 2.2 Employers' Liability

What is covered by the Insurance

Generali Italia shall indemnify the Insured, **up to the Coverage Limit specified in the dedicated section of the Policy**, for the amounts they are required to pay (principal, interest and costs) in respect of accidents suffered by employees subject to compulsory workers' compensation insurance, including quasi-subordinate workers, for whom the Insured is liable under the Italian Civil Code and the relevant statutory provisions governing compulsory workers compensation insurance.

Limitations of coverage apply

For damages not covered by Presidential Decree No. 1124 of 30 June 1965 and Legislative Decree No. 38 of 23 February 2000, coverage applies only to accidents resulting in permanent disability of at least 6%, calculated in accordance with the table of impairments set out in Article 13 paragraph 2 letter a) of Legislative Decree 23 February 2000 no. 38.

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

What is NOT covered by the Insurance

Occupational illnesses are excluded.

How the coverage works

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

MISINTERPRETATION OF INAIL REGULATIONS

The coverage shall apply also 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).**

Art. 2.3 Third-party damage caused by water leakage

What is covered by the Insurance

Third Party Liability Cover is extended to cover damage caused by water leakage, sewage backflow or other liquids in general resulting from the accidental breakage of:

– fixed systems for water, sanitation, heating or air conditioning, technical systems and fire-fighting systems, including those laid underground,
– rainwater collection and drainage systems serving the Building.

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

What is NOT covered by the Insurance

The following damages are excluded:

a) from frost;

b) by interruption or suspension - total or partial - of the use of assets 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 supply system;

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

d) rainwater

Limitations of coverage apply

The coverage applies with the application of the same Deductible per Claim as indicated in the Water main Cover of the section In solidità.

The Cover Premium is also determined on the basis of the Year of complete reconstruction of the Plumbing system, where such a year has been declared by the Policyholder and is indicated in the Policy. **If, at the time of the Claim, the Plumbing system has not been fully refurbished, or has been refurbished prior to the declared year, the Cover shall apply subject to a 40% Uncovered Amount.**

EXAMPLE:

At the time of entering into the contract, the Policyholder declares that the Building, constructed in 1950, underwent a “full plumbing system refurbishment” (complete replacement of all water, sanitary, and heating systems existing in the Building) and states 2000 as the Year of full plumbing system refurbishment.

The Coverage Limit per Claim agreed in the Policy for the Third Party Liability Cover, under which coverage is provided for third-party damage caused by water leakage, is EUR 500,000.00.

The Deductible per Claim specified in the Policy for the Cover Third-party damage caused by water leakage is EUR 250.00.

A Claim occurs causing damage to third parties as a result of water spillage, which is included in the Cover of the EUR 100,000.00

CASE 1
In the event of a Claim, it shall be verified that the declarations made by the Policyholder regarding the year in which the plumbing system was fully refurbished are correct

The Indemnity/compensation paid out by Generali Italia amounts to EUR 99,750.00 (EUR 100,000.00 – EUR 250.00, following the application of the Deductible agreed in the Policy)

CASE 2
Upon Claim settlement, it is established that the full plumbing system refurbishment was in fact carried out in 1980

The Indemnity/compensation paid by Generali Italia is equal to EUR 60,000.00 (EUR 100,000.00 less EUR 40,000.00 following the application of the 40% Uncovered Amount provided for in the event that the declared full plumbing system refurbishment was in fact never carried out or was carried out in a year prior to that declared)

Art. 2.4 Damage from falling snow or ice

What is covered by the Insurance

The 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 applies:

- **with a 10% Uncovered Amount with a minimum of EUR 500.00 per Claim;**
- **within the Coverage Limit specified in the Policy for the Third Party Liability Cover, subject to the Indemnity limit per Claim specified in the dedicated section of the Policy.**

Art. 2.5 Personal and direct third-party liability of the caretaker or staff

What is covered by the Insurance

The Third Party Liability Cover is extended to the personal and direct liability of the employees of the Condominium/ owner of the Building(9) as a result of an accidental event occurring when the normal duties relating to the operation of the Common Areas of the Building are performed.

The coverage also applies to the following activities:

- replacing electric bulbs and carrying out small, general repairs for which no specialisation or qualification is required;
- cleaning the entrance hall, other ancillary common areas, the utility rooms, the staircases, the courtyards, the raised platforms and the porticoes for the exclusive use of the Building;
- cleaning and watering the green spaces;
- the operation of the heating boilers and the central heating, air conditioning and hot water distribution systems;
- 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 covered by the Insurance

The following damages are excluded:

- **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 being loaded or unloaded or parked during the performance of such operations;**
- **for which the employee is liable on the basis of responsibilities they have voluntarily assumed and which do not arise directly from the law.**

How the coverage works

If the law or the national collective bargaining agreement for building owners' employees provides that specific qualification certificates or completion of specific training courses are required to perform certain duties, **this extension shall apply only if the employee has obtained the required qualification certificate / completed the required training course.**

Limitations of coverage apply

For damage to Chattels, this extension applies with an Uncovered Amount of 10%, subject to a minimum of EUR 200.00 and a maximum of EUR 3,000.00 per Claim.

DEDICATO A TE

(ANCILLARY SECTION)

What is covered by the Insurance?

SPECIALE APPARTAMENTO

Art. 3.1 Third Party Liability for occupancy of individual property units

What is covered by the Insurance

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

– dwelling,

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

from what they are required to pay as 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 occupancy of the aforementioned premises,

– normal non-work-related activities carried out in the Common Areas.

The Cover also extends to members of the Household of the tenants of the Residential units.

Exclusively for water spillage damage the parents and children of the Insured residing within the Building in separate Residential units shall be considered third parties.

COMMISSIONING OF EXTRAORDINARY MAINTENANCE WORK BY THE TENANT

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 sections What is NOT covered by the Insurance? and How the coverage works sections of the Article *Commissioning of Extraordinary Maintenance Work.*

Limitations of coverage apply

The cover is subject to an Indemnity limit of EUR 100,000.00 per Claim and per insurance year.

What is NOT covered by the Insurance

For this Cover:

- **except as set out above in relation to water spillage damage, the following are not considered third parties:**
  - **the members of the tenant's Household as shown on the Family Status Certificate;**
  - **persons who are in the following relationships with the tenant, even if they do not appear in the same Family Status Certificate: spouse, civil partner, registered cohabitant(10), parents and children;**
- **damage to the part of the Building held by the tenant that caused the damage is excluded.**

With regard to damage caused by water leakage, the cases covered by the Cover Third-party damage caused by water leakage and the Water supply system Covers in the In solidità section are excluded, even if these have not been 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 of EUR 200.00 per Claim.

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

- **up to a limit of EUR 100,000.00 per Claim and insurance year and, for motor vehicles only, up to the for motor vehicles only, up to the Coverage Limit specified in the Policy for the Third Party Liability Cover;**
- **with a 10% Uncovered Amount, with a minimum of EUR 500.00 per Claim.**

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:

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

SPECIALE AMMINISTRATORE

Art. 3.2 Third Party Liability of the condominium administrator

What is covered by the Insurance

Generali Italia shall indemnify the condominium unit owner who acts as the administrator of the insured Building for the amount that he/she is obliged to compensate as civilly liable pursuant to the law for Economic loss and Direct Physical Damage caused to third parties, to the condominium property, to individual condominium unit owners and/or tenants in the performance of the mandate of administrator under the terms set forth in the Italian Civil Code(11) 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 non-bearer securities, **unless arising from theft, robbery or Fire**;

c) fines, penalties and tax sanctions imposed on the Condominium/owner of the Building, or on individual condominium unit owners, for errors attributable to the administrator.

When does the coverage begin and when does it end

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 covered by the Insurance

The following damages are excluded:

- **relating to the payment of fines or penalties other than those provided for under point c. of the section What is covered by the Insurance?;**
- **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 or changing insurance policies and paying insurance premiums;**
- **not pertaining to the administration of the Building indicated in the Policy;**
- **resulting from liability voluntarily assumed by the administrator and not arising from the law.**

Limitations of coverage apply

The Cover operates:

- **up to a Coverage Limit of EUR 50,000.00 per Claim and insurance year, reduced to one-third for Claims relating to tax sanctions, fines and penalties as referred to in point c.;**
- **with a 10% Uncovered Amount, with a minimum of EUR 200.00 per Claim.**

COMMON RULES IN ACCORDO - PROTEZIONE PATRIMONIO AND DEDICATO A TE

What is NOT covered by the insurance?

Art. 4.1 Persons not considered as third parties

The following are not considered third parties:

a) if the Insured is a natural person:

1. **the Insured themselves and the members of the Insured's registered family as shown on the Family Status Certificate;**
2. **Persons who are in the following relationships with the Insured, even if they do not appear in the same Family Status Certificate: spouse, civil partner or registered cohabitant in accordance with the law[12], parents and children;**

b) if the Insured is not a natural person:

- **the legal representative, the shareholder with unlimited liability, the director who is the legal representative and the persons standing in the relations with them referred to in letter a) above;**
- **companies which, with respect to the Insured, qualify as parent companies, subsidiaries or affiliates[13] and their directors;**

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 systems or to the operation of the latter, without prejudice to the provisions of the Article *Employers' Liability*, provided the relevant Cover has been taken out**;**

d) the Building's administrator and the persons who are in the relationship with him under a., when they suffer damage due to liability attributable to the administrator.

This is without prejudice to the express exceptions provided for in the purchased Ancillary Covers.

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 or deriving from other activities, however remunerated, of the Insured, tenants or condominium unit owners or their registered cohabitants;

b) to things that the Insured has in his or her or its care, custody or holds in any capacity or for any purpose;

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

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

e) resulting from the development, howsoever arising and whether controlled or not, of nuclear energy or radioactivity, or from natural or artificially induced atomic transformations or energy adjustments;

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

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

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

i) resulting from war, whether declared or not, civil war, mutiny, civil unrest, acts of terrorism, sabotage or other similar events, or resulting from incidents caused by war ordnance;

j) to property contained in basement or semi-basement, without prejudice to the provisions of the In Solidità Cover referred to in the Article *Damage to third-party property in basement/semi-basement premises*, if purchased;

k) eligible for compensation under the In solidità Covers;

l) resulting 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 Article *Third Party Liability of the condominium administrator*, if the relevant Cover has been 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 occupancy of individual Property units,** except as provided for in Article *Third Party Liability for occupancy of individual property units*, if the relevant Cover has been 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 Article *Employers' Liability*, if the relevant Cover has been purchased;

r) **arising from water leakage or backflow from the sewer system, blockages and overflows from drainage systems and rainwater drains,** except as provided for in the Article *Third-party damage caused by water leakage*, provided the relevant Cover has been purchased;

s) **resulting from falling snow or ice not immediately removed from roofs,** except as provided for in the Article *Damage from falling snow or ice*, if the relevant Cover has been purchased;

t) **from Pollution of air, water and soil,** except as provided for in the Article *Accidental pollution damage*.

Cyber Exclusion

The following are also excluded from the Protezione Patrimonio Covers:

- **losses,**
- **liability,**
- **Physical Damage or non-physical damages of any nature whatsoever,**
- **business interruption damage,**
- **loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or Theft of any Computer Data or any other amount relating to the value of the Computer Data itself**

directly or indirectly caused by, arising out of, connected with, or attributable, even in part, to the following events:

Cyber Act and Cyber Incident, including any action taken to control, prevent, terminate or otherwise remedy them.

Without prejudice to other and different terms, conditions and exclusions, it is specified that this section covers:

– Physical Damage or bodily harm **unintentionally** caused to third parties;

– and, **within the limits set out in Article *Business interruption losses***, damage resulting from total or partial interruptions or suspensions in the use of third parties' assets and business activities **if they result from the aforementioned Physical Damage or bodily harm**, arising from a **Cyber Act or Incident**.

Therefore, damages of any kind to Computer Data and damages due to emotional stress/psychological distress are not 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 of 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 - Serial loss

In the event of several losses arising from the same cause or from interrelated causes, even if they occurred at different times (serial loss), 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 involve both the Third Party Liability Cover and the Employers' Liability Cover, **Generali Italia shall 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 INDEMNITY LIMITS

The following main limitations apply.

Table 1 PROTEZIONE DEL PATRIMONIO

Covers	Deductible/Uncovered Amount/ Minimum loss threshold	Indemnity limit
Third party liability (basic cover)	Deductible per Claim (if any) specified in the Policy	Coverage Limit specified in the Policy
• Television aerials, spaces adjacent to or appurtenant to the building	-	-
• Commissioning of extraordinary maintenance works	Bodily harm: excluding injuries that are not serious or very serious for property damage: Uncovered Amount per Claim 10% minimum EUR 500.00	• up to 50% of the Coverage Limit, with a limit of EUR 300,000.00
• Damage to third parties caused by Fire	-	• up to the Coverage Limit, with a limit of EUR 3,000,000.00
• Business interruption losses	Uncovered Amount per Claim 10% minimum of EUR 500.00	• up to 20% of the Coverage Limit
• Accidental pollution damage	Uncovered Amount per Claim 10% minimum EUR 2,500.00	• with EUR 250,000.00 limit per Claim and insurance year
Personal third party liability of the administrator	-	-
Employers' Liability	for damage not falling within the statutory provisions governing compulsory workers' compensation insurance, coverage shall apply in the event of Permanent disability of not less than 6% in accordance with the table of impairments set out in Article 13 paragraph 2 letter a) of Legislative Decree 23 February 2000 no. 38.	Coverage Limit specified in the Policy

In the event of a Claim simultaneously affecting the Covers – Third Party Liability – Employers' Liability		Coverage Limit per Claim stated in the Policy as aggregate Coverage Limit
Third-party damage caused by water leakage	Deductible per Claim, specified in the Policy (same Deductible provided for the *Water main* Cover of the section In solidità)	-
Damage from falling snow or ice	10% Uncovered Amount with a minimum of EUR 500.00 per Claim	Within the Coverage Limit for Third Party Liability, subject to the Indemnity limit specified in the Policy
Personal and direct third-party liability of the caretaker or staff	for damage to property: 10% Uncovered Amount, with a minimum of EUR 200.00 and a maximum of EUR 3,000.00 per Claim	-

Table 2 DEDICATO A TE

Covers	Deductible/Uncovered Amount	Indemnity limit
SPECIALE APPARTAMENTO		
Third Party Liability for occupancy of individual property units	for damage to the Building, including its appurtenances: Deductible per Claim EUR 200.00	Coverage Limit specified in the Policy
• Commissioning of Extraordinary Maintenance Work by the tenant		EUR 100,000.00 per Claim and insurance year
• Damage caused by water leakage to third-party property in basement/semi-basement premises	10% Uncovered Amount with a minimum of EUR 500.00 per Claim	EUR 100,000.00 per Claim and insurance year (Motor Vehicle Coverage Limit)
• Business interruption losses resulting from water spillage	10% Uncovered Amount with a minimum of EUR 250.00 per Claim	EUR 50,000.00 per Claim and insurance year
SPECIALE AMMINISTRATORE		
Third party liability of the condominium administrator	10% Uncovered Amount with a minimum of EUR 200.00 per Claim	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 operate

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

7 Legislative Decree no. 81 of 9 April 2008 (Implementation of Article 1 of Law no. 123 of 3 August 2007, regarding the protection of health and safety in the workplace) and subsequent amendments and additions.
8 Article 583 (Aggravating circumstances) of the Italian Criminal Code.
9 As regulated by the national collective bargaining agreement for employees of building owners
10 Law No. 76 of 20 May 2016 – "Regulation of civil partnerships between same-sex people and regulation of cohabitation" and subsequent amendments and additions.
11 11 Art. 1130 (Powers of the director) of the Italian Civil Code.
12 Law No. 76 of 20 May 2016 – "Regulation of civil partnerships between same-sex people and regulation of cohabitation" and subsequent amendments and additions.
13 Article 2359 (Subsidiaries and associated companies) of the Italian Civil Code.

LEGAL PROTECTION AND FINANCIAL LOSSES

INTRODUCTION

In relation to the regulations introduced by Legislative Decree No. 209 of 7 September 2005 - Title XI, Chapter II, Articles 163 and 164, Generali Italia has chosen to entrust the management of Legal Protection Claims to D.A.S. Difesa Automobilistica Sinistri S.p.A. with registered office in via Enrico Fermi 9/B - Verona - certified email (PEC): dasdifesalegale@pec.das.it: Number to call **800 880 880** (**+39 02 8295 1155**. from abroad) - Email: sinistri@das.it, hereinafter referred to as DAS for brevity.

The same contact details must also be used for the Ancillary Covers Financial losses cover, which Generali Italia has entrusted to DAS.

All complaints, documents and any other relevant information relating to Claims under the Covers provided in this section must therefore be sent to the latter.

What is covered by the Insurance?

Art. 1.1 Insureds

The insured parties are:

- the Condominium for which the insurance policy has been taken out (excluding individual condominium unit owners) or the Policyholder who owns the Building that is not part of a condominium

and, in respect of acts or events relating to the performance of their duties,

- the administrator of the Condominium or, in their absence, the representative of the Condominium who effectively performs the duties of administrator
- employees

Art. 1.2 Expenses included in the cover

What is covered by the Insurance

In the event of a Claim covered under the following articles, Generali Italia, **up to the Coverage Limit specified in the dedicated section of the Policy**, shall undertake the risk of legal assistance, both out-of-court and in-court, necessary for the protection of the Insureds' rights.

The expenses covered are as follows:

- expenses of out-of-court assistance;
- expenses for the intervention of a lawyer appointed to deal with the Claim;
- expenses relating to the services of an attorney for substituted service, if such an appointment is necessary to handle the dispute, **up to a limit of EUR 3,000.00 per dispute**;
- Expert fees for the assistance of an expert or a court-appointed expert, or party-appointed expert;
- Court fees;
- court costs in criminal proceedings(14);
- Costs of losing the case awarded in favour of the other party, **with the exclusion of those arising from joint and several liability**;
- expenses 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;
- expenses of arbitrators and lawyers in the event that a dispute falling under the coverage must be referred to and settled in Arbitration;

- indemnity due to the Mediation Bodies, **if borne exclusively by the Insured and if not reimbursed by the counterparty, and with the exclusion of those arising from joint and several liability**.

  Limitations of coverage apply

  Such expenses are included within the limits of what is set forth in the indemnities tables for 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 instrument, **up to two attempts**.

What is covered by the Insurance? Basic Cover

Art. 2.1 Legal protection

What is covered by the Insurance

The Cover applies to the protection of the Insureds' rights in respect of the Building indicated in the Policy in the cases indicated below.

a) For the defence in criminal proceedings for Negligent Offence and Misdemeanour, including criminal proceedings for tax and administrative violations;

b) For the defence in criminal proceedings for Intentional Offence, including criminal proceedings for tax and administrative violations.

How the coverage works

Cover only applies if the Insured is acquitted by a Final Judgment or in the cases of dismissal of unfounded charges[15] or Reclassification of the offence from intentional to negligent.

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

What is NOT covered by the Insurance?

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) To pursue legal disputes for Non-Contractual Damages resulting from a Tort committed by third parties; bodily injury to persons and damage to property belonging to them are included.

d) To defend against claims for Non-Contractual Damages brought by third parties as a consequence of an alleged Tort committed by them.

How the coverage works

For the disputes referred to in point (d):

- **the Cover applies 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[16].**
- **If the third-party liability policy, even where in force and up to date with Premium instalment payments, does not apply as a result of an exclusion or because the event is not included among the insured risks, the Cover shall apply on a first-loss basis.**

What are my obligations

When reporting a Claim, the Insureds must declare whether the aforementioned third party liability policy exists and, if so, produce a copy thereof upon simple request by DAS.

e) To handle civil law disputes **where the value of the dispute exceeds EUR 500.00** relating to:

1. contractual disputes with suppliers for own or counterparty defaults relating to the supply of goods or provision of services;

2. individual labour disputes with the Policyholder's employees;
3. disputes relating to the right of ownership and other in rem rights concerning the Building.

When does the coverage begin and when does it end

EFFECTIVE DATE AND WAITING PERIODS

For contractual disputes with suppliers and individual labour disputes referred to in points 1 and 2, a 90-day Waiting Period applies, as set out in the section "When does the coverage begin and when does it end?", Article *Operation of the Covers Legal Protection and Financial Losses - Waiting periods*.

f) To lodge an appeal with the competent Authority against an Administrative penalty for alleged non-compliance with a statutory provision, **excluding tax matters**.

By way of example, the coverage applies where non-compliance with the obligations and duties laid down by statutory provisions is alleged in relation to:

- health and safety at work(17);
- environmental protection(18);
- cleaning, disinfection, pest control, rodent control and sanitisation services(19);
- safety of systems inside buildings(20);
- data protection(21).

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 Legal advice by telephone

What is covered by the Insurance

In addition to the Covers taken out, Generali Italia offers, through DAS, a telephone legal advice service provided by expert legal advisers **in the areas covered by these Covers** for:

– dealing with legal disputes;
– drafting notices to adverse parties, such as claims for compensation or formal notices;
– obtaining clarification on laws and regulations in force.

To request legal advice by telephone **the Insured may contact DAS**:

– **on the freephone number 800 880 880**
– **on +39 02 8295 1155, if they are abroad,**

Monday to Friday from 08:00 a.m. to 6:00 p.m., providing the Policy number and a telephone number where they can be contacted.

What is covered by the Insurance? Ancillary Covers

Art. 3.1 Disputes with condominium unit owners and tenants

What is covered by the Insurance

The Legal Protection Cover is extended to safeguard the Policyholder's rights when they are involved in disputes with condominium unit owners or tenants arising from non-compliance with the law or the condominium regulations, including disputes relating to the recovery of condominium fees.

Limitations of coverage apply

Coverage applies:

- **for disputes where the value in dispute is EUR 500.00 or more**
- **up to a maximum of 3 Claims per insurance year;**
- **in the case of recovery of condominium fees, if the unit owner or tenant is not already in default in the financial year preceding the year in which the Cover takes effect.**

When does the coverage begin and when does it end

EFFECTIVE DATE AND WAITING PERIODS

The operation of the Cover is subject to a 90-day Waiting Period, as set out in the section "When does the coverage begin and when does it end?", Article Operation of the Covers Legal Protection and Financial Losses - Waiting periods.

Art. 3.2 Tax incentive package

What is covered by the Insurance

The Legal protection Cover is extended to the protection of the Policyholder's rights for the purpose of pursuing, before the competent Tax Court, a dispute in tax matters with the Italian Revenue Agency or other designated bodies regarding tax reliefs for building renovation, restoration, maintenance or energy efficiency upgrades of existing buildings provided for under applicable statutory provisions (for example, Ecobonus, Sismabonus).

This includes appeals against the relevant acts or proceedings.

This extension also applies to individual condominium unit owners, **provided the dispute concerns the Common Areas of the Condominium**.

How the coverage works

The coverage applies under the following conditions:

1. **if the appeal is upheld, even in part;**
2. **if the renovation, restoration, maintenance or energy requalification works are completed during the term of validity of the Insurance;**
3. **where the dispute involves more than one Insured, provided that it is handled with the assistance of a single lawyer, chosen by mutual agreement between them, to whom they have granted the relevant power of attorney.**

Fees for legal assistance provided by other lawyers are excluded.

Limitations of coverage apply

The cover applies to only one Claim per insurance year.

Art. 3.3 Financial losses

What is covered by the Insurance

In addition to the Legal protection Cover, Generali Italia, through DAS, provides the following coverage for financial losses.

1. **POST-INSPECTION DOCUMENT REVISION**

   In the event of an inspection by the authorities resulting in an Administrative penalty being imposed on the Policyholder for failure to bring the Building covered by the Insurance into compliance with the following regulations:

   - fire safety,
   - management of water in condominiums,

   Generali Italia will reimburse the costs incurred in drawing up or reviewing the documentation required to comply with the relevant obligations.

2. **PRIVACY AND CCTV**

   In case of:

   - data breach,
   - fraudulent unauthorised access to the surveillance systems of the Building covered by the Insurance,
   - unauthorised access to the condominium's online banking system,

   Generali Italia shall reimburse the expenses **approved and accounted for in accordance with the law in the condominium financial statements** relating to:

- the drafting of an action plan to remedy the data breach and mitigate the risk;
- the advice required for the implementation or review of documentation relating to privacy regulations;
- the drafting of the criminal complaint in the event that the case is dismissed due to the failure to identify the person responsible.

Limitations of coverage apply

The PRIVACY AND CCTV cover operates with an Uncovered Amount of 25% per Claim.

Limitations of coverage apply

The covers POST-INSPECTION DOCUMENT REVISION and PRIVACY AND CCTV operate with an Indemnity limit of EUR 5,000.00 per Claim and per insurance year.

Art. 3.4 Financial losses extended

What is covered by the Insurance

In addition to the Legal protection Cover, Generali Italia, through DAS, provides the following coverage for financial losses.

1. POST-INSPECTION DOCUMENT REVISION

In the event of an inspection by the authorities resulting in an Administrative penalty being imposed on the Policyholder for failure to bring the Building covered by the Insurance into compliance with the following regulations:

- fire safety,
- management of water in condominiums,

Generali Italia will reimburse the costs incurred in drawing up or reviewing the documentation required to comply with the relevant obligations.

2. PRIVACY AND CCTV

In case of:

- data breach,
- fraudulent unauthorised access to the surveillance systems of the Building covered by the Insurance,
- unauthorised access to the condominium's online banking system,

Generali Italia shall reimburse the expenses **approved and accounted for in accordance with the law in the condominium financial statements** relating to:

- the drafting of an action plan to remedy the data breach and mitigate the risk;
- the advice required for the implementation or review of documentation relating to privacy regulations;
- the drafting of the criminal complaint in the event that the case is dismissed due to the failure to identify the person responsible.

Limitations of coverage apply

The PRIVACY AND CCTV cover operates with an Uncovered Amount of 25% per Claim.

Limitations of coverage apply

The covers POST-INSPECTION DOCUMENT REVISION and PRIVACY AND CCTV operate with an Indemnity limit of EUR 5,000.00 per Claim and per insurance year.

3. UNRECOVERED ORDINARY AND HEATING CONDOMINIUM EXPENSES

In addition to the Cover for Disputes with condominium unit owners and tenants, Generali Italia, through DAS, will compensate the Policyholder for **financial losses arising from ordinary condominium and heating expenses not recovered from the defaulting unit owner/tenant**.

How the coverage works

The cover applies if the Policyholder:

- has activated the Disputes with condominium unit owners and tenants cover, and a Legal protection Claim has

been opened and managed at every stage by the lawyer appointed by DAS, in accordance with the time limits for compulsory enforcement laid down by current legislation[22];

- did not recover the full amount owed and the legal costs following the first attempt at enforcement;
- has not taken any further enforcement action, unless otherwise agreed in writing with Generali Italia;

What is NOT covered by the Insurance?

Coverage does not apply in the event of:

- **arrears existing at the effective date of the Insurance, or which constitute a continuation of previous unrectified arrears;**
- **the defaulting condominium unit owner cannot be traced;**
- **failure by the Administrator to initiate or complete the cost-recovery procedures provided for under the Cover Disputes with condominium unit owners and tenants;**
- **appointment of a lawyer other than the one designated by DAS for the recovery of the condominium fee and for the subsequent enforcement proceedings;**
- **financial losses arising from expenses for extraordinary maintenance or renovations;**
- **financial losses arising from unrecovered condominium fees if further enforcement proceedings are initiated after the first, without an agreement with DAS;**
- **financial losses relating to the debt situation of a defaulting condominium unit owner against whom the Cover has already been invoked.**

Limitations of coverage apply

Coverage applies:

- **with an Indemnity limit of EUR 1,500.00 per Claim,**
- **up to a maximum of 3 Claims per insurance year.**

How the coverage works

If other insurance coverage is in force for the same risk, this cover operates as excess coverage.

When does the coverage begin and when does it end

EFFECTIVE DATE AND WAITING PERIODS

The Cover is subject to a 90-day Waiting Period, as set out in the section "When does the coverage begin and when does it end?", Article *Operation of the Covers Legal Protection and Financial Losses - Waiting periods*.

What is NOT covered by the insurance?

Art. 4.1 Exclusions

The following expenses are excluded:

- **the 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 excluded:

- **costs and expenses, including estimated costs, not agreed with DAS in accordance with the rules set out in Articles *Claim management and Obligations in the event of a Claim* of the RULES OPERATING IN THE EVENT OF A CLAIM In accordo - Legal protection and Financial losses;**
- **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;**
- **lawyers' fees for work that has not been carried out and is not itemised in the invoice, and fees that exceed the amounts set out in the Ministry of Justice's statutory fee guidelines for lawyers[23]; where legal fees are**

calculated on an hourly rate basis, for the purposes of reimbursement, account shall be taken of the average values of the statutory fee guidelines for lawyers corresponding to the activities performed;

- **travel and accommodation expenses due to the lawyer or the expert who has to travel away from their professional domicile for the performance of the engagement received;**
- **fees for the involvement of additional lawyers in the same level of the proceedings.**
- **expenses due from other debtors charged to the Insured in accordance with the principle of joint and several liability[24];**
- **expenses reimbursed by the opposing party.**

  If DAS has paid these expenses in advance, **the Insured must repay 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 instrument 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 Covers do not apply to:

a) damage suffered as a result of an ecological, nuclear or radioactive disaster, or arising from Natural Events for which a state of natural disaster or a state of emergency has been declared;

b) events resulting from civil unrest, warlike events, acts of terrorism, pandemic, strikes and lockouts;

c) legal proceedings, disputes or financial losses arising from a wilful act on the part of the Insured;

d) disputes and proceedings arising out of the ownership or operation of motor vehicles, watercraft and aircraft;

e) tax matters, except as provided for in points (a) and (b) of Article *Legal Protection* and by the Cover referred to in Article *Tax incentive package*, if purchased**;**

f) administrative matters, subject to the provisions of Article *Legal Protection*, points (a), (b) and (f);

g) claims for Non-contractual Damages brought by third parties against the Insured, for which the Insured does not hold appropriate third party liability insurance, or where such policy is not up to date with Premium payments or does not apply owing to the application of a Deductible or Uncovered Amount;

h) civil law disputes other than those covered by the Covers that have been activated;

i) disputes and proceedings relating to a Building other than that specified in the Policy;

j) disputes relating to:

- **renovation involving a substantial alteration to the property,**
- **sale and purchase,**
- **demolition and construction of buildings;**

k) disputes with public social security institutions or bodies.

l) disputes with Generali Italia;

m) disputes between the Policyholder and condominium unit owners or tenants, except as provided for:

- under the Cover referred to in Article *Disputes with condominium unit owners and tenants*, if purchased
- under the Cover Unrecovered ordinary and heating condominium expenses referred to in Article *Financial losses extended*, 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 Limit

For each Claim, Generali Italia shall bear the costs covered by the insurance up to the Coverage Limit indicated in the Policy, subject to the specific limits set out for each type of cover.

SUMMARY TABLE OF DEDUCTIBLES, UNCOVERED AMOUNTS AND INDEMNITY LIMITS

The following main limitations apply.

Covers	Deductible/Uncovered Amount/ Minimum dispute value	Indemnity limit
Basic Cover		
Legal protection	-	Coverage Limit per Claim specified in the Policy
– appeal against a monetary Administrative penalty	Dispute value equal to or greater than EUR 1,000.00 per Claim	
– Civil law disputes	Dispute value equal to or greater than EUR 500.00 per Claim	
Legal advice by telephone	-	
Ancillary Covers		
Disputes with condominium unit owners and tenants	Dispute value equal to or greater than EUR 500.00 per Claim	Maximum 3 Claims per insurance year
Tax incentive package	-	Maximum one Claim per insurance year
Financial losses		
1. Post-inspection document revision		EUR 5,000.00 per Claim and insurance year
2. Privacy and CCTV	25% Uncovered Amount per Claim	
Financial losses extended		
1. Post-inspection document revision		EUR 5,000.00 per Claim and insurance year
2. Privacy and CCTV	25% Uncovered Amount per Claim	
3. Unrecovered ordinary and heating condominium expenses		EUR 1,500.00 per Claim Maximum 3 Claims per insurance year

Where does the coverage apply?

Art. 6.1 Where the Covers operate

Legal protection Covers apply to Claims that arise and must be procedurally dealt with and executed before the judicial bodies of:

- all States of Europe, in the event of criminal proceedings or Non-contractual Damages as referred to in letters (a), (b), (c) and (d) of the Article *Legal protection*;
- the countries of the European Union, Switzerland, the United Kingdom, the Principality of Monaco and Liechtenstein, in the event of civil law disputes of a contractual nature as referred to in point (e) – points 1 and 2 of Article *Legal protection*;
- the Italian Republic, the Republic of San Marino and the Vatican City State, in the following cases:

- appeal against Administrative penalties (Article *Legal protection*, point (f)),
- disputes relating to ownership and other rights in rem concerning the Building referred to in point (e) – point 3 of Article *Legal protection*,
- cover provided under the Ancillary Cover Disputes with condominium unit owners and tenants, if activated,
- coverage provided under the Covers under the Tax incentive package, if activated.

The Legal advice by telephone insurance service covers matters falling within the scope of the Legal protection Covers taken out, in relation to the legislation in force in Italy, the Republic of San Marino and the Vatican City State.

The cover referred to in Article *Financial losses* apply in relation to the insured Building, located within the territories of the Italian Republic, the Republic of San Marino and the Vatican City State.

The cover referred to in Article *Financial losses extended* apply in relation to the insured Building, located within the territories of the Italian Republic, the Republic of San Marino and the Vatican City State.

When does the coverage begin and when does it end?

Art. 7.1 Operation of the Covers Legal Protection and Financial Losses - Waiting periods

LEGAL PROTECTION COVERS

An Event is covered if it occurs:

1. for the proceedings and disputes covered by the Basic Cover Legal protection, letters (a), (b), (c), (d), (e) – point 3 – and (f), and by the Tax incentive package, if activated:
   - from midnight on the date the cover commences, as specified in the Policy, provided that the Premium, or the first instalment of the Premium, has been paid by that time;
   - from midnight on the day of payment, if payment is made at a later time;
2. for contractual disputes with suppliers and individual labour disputes covered by the Basic Cover Legal protection, letter (e) – points 1 and 2 – and for disputes covered by the Ancillary Cover Disputes with condominium unit owners and tenants:
   - **from midnight on the ninetieth day following the date on which the cover commenced, as specified in the Policy, provided that the Premium, or the first instalment of the Premium, has been paid by that time;**
   - **from midnight on the ninetieth day following the date of payment, if payment is made at a later date.**

   If the Cover replaces, without interruption, another cover currently in force with Generali Italia for the same risk (**which had a minimum duration of 90 days**), the Event is covered from midnight on the day the new contract takes effect or, if later, on the day the date of payment of the initial Premium.

The cover applies to Events occurring during the period of validity of the Insurance, **provided that the resulting claim for damages, notice of violation, or commencement of proceedings or dispute arises therefrom within one year following the termination of the Insurance**.

For the purposes of the above, **an Event is deemed to have occurred** on the date on which:

a) the first harmful event giving rise to the right to compensation occurs, in cases involving claims for Non-Contractual Damages sustained or caused by the Insured;

b) the first act of assessment of the violation is performed, in cases involving appeals against Administrative penalties or tax disputes;

c) the first breach, including an alleged breach, of a statutory provision or contract is committed by the Insured, the counterparty, or a third party, for all other circumstances.

In the event of criminal proceedings, the Cover shall also apply prior to service on the Insured of the formal notice of investigation (informazione di garanzia), in the event of spontaneous appearance(25), summons to appear(26) or compulsory attendance order(27);

In the case of individual labour disputes with employees arising solely from the termination of the employment relationship, the Event is deemed to have occurred on the day of termination of employment.

FINANCIAL LOSSES COVERS

For the covers POST-INSPECTION DOCUMENT REVISION and PRIVACY AND CCTV as set out in points 1 and 2 of Article *Financial losses* and Article *Financial losses extended*, **an Event is covered if it occurs**:

- from midnight on the date the cover commences, as specified in the Policy, provided that the Premium, or the first instalment of the Premium, has been paid by that time;
- from midnight on the day of payment, if payment is made at a later time;

Cover applies to Events occurring during the period of validity of the Insurance **provided that such events give rise to a financial loss within one year of the Insurance expiry**.

For the purposes of the above, **an Event is deemed to have occurred**:

- for the cover POST-INSPECTION DOCUMENT REVISION, in the event of an inspection by the authorities resulting in an Administrative penalty being imposed on the Policyholder;
- for PRIVACY AND CCTV coverage, at the time of the:
  - personal data breach;
  - fraudulent unauthorised access to the surveillance systems of the Building covered by the insurance;
  - unauthorised access to the condominium's online banking system.

For the cover UNRECOVERED ORDINARY AND HEATING CONDOMINIUM EXPENSES, as provided for in point 3 of the Article Financial losses extended, an Event is covered if it occurs:

- **from midnight on the ninetieth day following the date on which the cover commenced, as specified in the Policy, provided that the Premium, or the first instalment of the Premium, has been paid by that time;**
- **from midnight on the ninetieth day following the date of payment, if payment is made at a later date.**

If the Cover replaces, without interruption, another cover currently in force with Generali Italia for the same risk (**which had a minimum duration of 90 days**), the Event is covered from midnight on the day the new contract takes effect or, if later, on the day the date of payment of the initial Premium.

Cover applies to Events occurring during the period of validity of the Insurance **provided that such events result in a financial loss, even if this occurs after the Insurance is expired**.

For the purposes of the above, **an Event is deemed to have occurred** at the moment when the condominium unit owner or tenant in arrears has failed to pay the expenses within the prescribed time limit.

How are the Waiting periods calculated?

EXAMPLE 1: If the Insurance effective date specified in the Policy is 1 August and the Premium is paid on 30 July (of the same year), the Waiting periods are calculated from 2 August (the day following the insurance effective date specified in the Policy, provided the Premium has been paid by that date).

EXAMPLE 2: If the Insurance effective date specified in the Policy is 1 August and the Premium is paid on 1 September (of the same year), all the Waiting periods are counted from 2 September (the day following the Premium payment date).

14 Article 535 (Order to pay costs) of the Italian Code of Criminal Procedure.
15 Article 408 (Application to dismiss a case on the grounds that the report of an offence is unfounded) of the Italian Code of Criminal Procedure.
16 Pursuant to paragraph 3 of Article 1917 (Third Party Liability Insurance) of the Italian Civil Code.
17 Legislative Decree no. 81 of 9 April 2008 - Implementation of Article 1 of Law no. 123 of 3 August 2007, regarding the protection of health and safety in the workplace(Consolidated Law on Safety), and subsequent amendments and additions.
18 Legislative Decree No. 152 of 3 April 2006 – Environmental regulations (Environmental Code), as subsequent amendments and additions.
19 Law No. 82 of 25 January 1994 – Regulation of cleaning, disinfection, pest control, rodent control and sanitisation activities, and subsequent amendments and additions.
20 Ministry of Economic Development Decree No. 37 of 22 January 2008 - Rules for the safety of systems inside buildings, and subsequent amendments and additions.
21 GDPR (General Data Protection Regulation) – EU Regulation 2016/679 and Legislative Decree No. 196 of 30 June 2003 – Personal Data Protection Code, and subsequent additions and amendments.
22 Article 1129 (Appointment, removal and duties of a director), paragraph 9 of the Italian Civil Code.
23 Ministerial Decree No. 55 of 10 March 2014 - Regulations setting out the parameters for the settlement of fees for the legal profession, pursuant to Article 13, paragraph 6, of Law No. 247 of 31 December 2012, as updated by Ministerial Decrees No. 37 of 8 March 2018 and 13 August 2022 No. 147, and subsequent amendments and additions.
24 Article 1292 (Definition of joint and several liability) of the Italian Civil Code.
25 Article 374 (Spontaneous appearance) of the Italian Code of Criminal Procedure.
26 Article 375 (Summons to appear) of the Italian Code of Criminal Procedure.
27 , Article 376 (Compulsory attendance order for questioning or confrontation) of the Italian Code of Criminal Procedure.

GENERAL TERMS AND CONDITIONS GOVERNING THE CONTRACT

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

Art. 1.1 Declaration of the Policyholder/Insured - Changes in the risk

Generali Italia grants the Insurance and determines the Premium based on the Policyholder's declarations on the required data and circumstances.

The Policyholder/Insured shall provide Generali Italia with accurate and complete information on the circumstances that may influence the assessment of the risk.

If the Policyholder/Insured provides inaccurate or partial data on the circumstances affecting the assessment of the risk, they may:

– lose all or part of the Indemnity, and

– cause the termination of the Insurance[28].

Generali Italia may retain the Premiums already collected and the Premium for the current insurance period.

The Policyholder/Insured shall immediately notify Generali Italia if, during the course of the contract, the situation considered at the time the contract began changes in such a way as to increase the probability that the harmful event will occur **(risk aggravation).**

If this obligation is not complied with, they may lose the right to the Indemnity in whole or in part[29].

The Policyholder/Insured may also notify Generali Italia if, during the course of the contract, the situation considered at the time the contract began changes in such a way as to decrease the probability that the damaging event will occur **(risk mitigation**). In this case, at the expiry of the Premium following the communication, Generali Italia may request the lower Premium or withdraw from the contract[30].

EXAMPLE OF PARTIAL LOSS OF THE INDEMNITY

For Fire risk, if the sum insured under the Building Category is less than the replacement value of the Building itself, the Indemnity shall be paid on a pro rata basis in accordance with the ratio between the declared value and the actual value. Building – declared value: EUR 50,000.00

Building – actual value: EUR 100,000.00 Ratio: 50,000.00/100,000.00 = 50%

Fire damage = EUR 40,000.00

Indemnity paid: 40,000.00 * 50% = EUR 20,000.00

EXAMPLE OF TOTAL LOSS OF THE INDEMNITY

If the Policyholder declares that the Building for which the Insurance is provided falls under the "Condominium" or "Single-owner building for civil use" Building Type and is in fact used entirely for the production of flammable materials, they may forfeit in full the right to Indemnity.

EXAMPLE OF RISK AGGRAVATION

For the risks referred to in the In solidità section, if the Building is insured as a "Condominium", a "Single-owner building for civil use" or "100% private garages", the building becoming unoccupied or the commencement of comprehensive renovation works on it shall constitute risk aggravation.

EXAMPLE OF RISK MITIGATION

The conversion, within the insured Condominium, of a large warehouse with a floor area exceeding 1,000 square metres into a number of small, separate shops, each constituting a distinct Property unit, constitutes risk mitigation.

Art. 1.2 Covers with different insurers

The Policyholder or the Insured **shall notify in writing to Generali Italia the existence or subsequent stipulation of other insurance policies for the same risk**. The insurances of the Policyholder or the Insured are excluded from the obligation to notify, if they are:

– entered into on their behalf by third parties for legal or contractual obligations;
– held by them as ancillary policies to other services (e.g. coupled with travel tickets, current accounts, credit cards, first degree mortgage or mortgage loans).

Art. 1.3 Communications between the parties

All communications **shall** be made **in writing**.

The communications for which the **Policyholder** is obliged **shall be**:

- made by registered mail or Certified Electronic Mail;
- sent to the Agency managing the Policy or to Generali Italia at its registered office.

The communications that Generali Italia is obliged to make in its fulfilment of the Insurance shall be made in the manner and to the addresses indicated by the Policyholder within the scope of 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 judicial authority (forum) of the place of the headquarter, residence or domicile of the Policyholder, Insured or their successors in interest 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 coverage and is not obliged to pay a claim or provide a benefit or advantage under this contract if the fact of providing insurance coverage, paying a claim or providing a benefit or acknowledging an advantage exposes Generali Italia to sanctions, including financial or commercial sanctions, prohibitions or restrictions deriving from United Nations resolutions, 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.

However, the expiry dates stated in the Policy shall apply.

The Premium is indivisible and, even if paid in 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;

- permanent debit authorisation on current account (SDD) or credit card, subject to successful 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 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 midnight of the 30th day following the due date of the instalment. In case of suspension, coverage shall take effect again at midnight of the day on which the Policyholder pays, by bank transfer or at 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 cheque 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 service if enabled by Generali Italia's processes.

If the Policyholder fails to pay the subsequent Premiums or Premium instalments, the Insurance shall be suspended from midnight of the thirtieth day after the day on which the payment is due and shall resume at midnight 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(31).

WARNING
Payment of the Premium or of the Premium instalment due is necessary for the Insurance to be effective. If payment is not made, the Insurance, even if signed, is not effective.

Subject to collection: the Covers shall be effective even if the Premium amounts have not yet been received by Generali Italia, provided that the Premium payment is subsequently credited. In the event of non-credit, the Covers do not operate or remain suspended.

It is suggested to check the expiry date of the Premium or individual Premium instalments, as well as payments made in the Customer Area, which can be registered for and accessed free of charge from the website www.generali.it or via the MyGenerali app at generali.it/mygenerali.

Art. 2.2 Indexation

If specified 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 adjusted 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 Covers Pronto Avvocato and Prevenzione e Assistenza**
- **for the following In solidità Covers:**
  - **Theft for individual Residential units**
  - **Fire of the Contents of Individual Residential Units;**
  - **Electrical damage to individual property unit systems;**
  - **Electrical Damage to Contents of Individual Residential Units;**
  - **Extension to glass of individual property 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 supply system Covers is adjusted each year in relation to the increased risk arising from the age of the Building.

List of Covers

- Water main
- Damage to third-party property in basement and semi-basement premises
- Business interruption losses due to water damage
- Blockage of pipes and sewer backflow
- Trace and access: water damage and gas leakage
- Trace and access: blockage of pipes or conduit systems
- Frost
- Trace and access extension for underground pipes
- Third-party damage caused by water leakage

The age of the Building is determined on the basis of the Year of construction or the Year of full plumbing system refurbishment, 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. Natural 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.

The Policyholder must send written notice to Generali Italia (Via Marocchesa 14 - 31021 Mogliano Veneto - TV - Certified email generaliitalia@pec.generaligroup.com) **or to the Agency to which the contract is assigned by registered letter with return receipt or certified email.**

Following the 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.**
- Within 30 days of receipt of the withdrawal notice, Generali Italia shall refund to the Policyholder the Premium paid net of taxes.

The exercise of the right of withdrawal makes any submitted Claim report ineffective.

Art. 4.2 Termination and Withdrawal

Generali Italia has the right to amend the terms and conditions of Insurance 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 or the Premium instalment within a period of 30 days from the contract expiry date and in the manner stipulated in the Article *Payment of premium and commencement of insurance - means of payment of 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 respect of the Covers In solidità – Natural Events – Weather Events or the Covers In solidità – Natural Events – Earthquake and Climate-related Events, if applicable,

on the occasion of 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 Weather Events or Earthquake and Climate-related 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 Covers that are due to expire, unless expressly stated to apply only to the Covers Weather Events or Earthquake and Climate-related Events.

In case of 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**[32]**.**

For notices covered by this provision, **the procedures described in the Article *Communications between the parties* shall apply.**

Art. 4.3 Amendment of the terms and 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, provided that the amendment, with respect to the generality of contracts of the same type as this Insurance, is justified 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 needs caused by objective changes in the conditions applied on the markets, including by 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 on the operating procedures for the provision of any non-insurance ancillary services or their providers, preserving 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 thereof, with at least 60 days' prior notice to the communicated effective date.

Any time the unilateral power to amend clauses and terms and conditions is exercised, 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 and/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 willingness to withdraw from the Insurance or the Covers within the term provided, the notified amendments shall be deemed to have been approved.**

The parties acknowledge that the Insurance shall automatically incorporate, even without prior notice, all amendments imposed by provisions of a legislative or regulatory nature or by measures of the competent Authorities, which may be implemented from time to time. **The contractual provisions affected by such amendments shall be deemed automatically repealed or replaced, with the same effective date as the date of entry into force of the provisions that caused such amendment.**

HOW CAN I LODGE 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 reply within 45 days, they may contact IVASS (Italian Institute for Insurance supervision) - 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 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 or https://finance.ec.europa.eu/consumer-finance-and-payments/retail-financial-services/financial-dispute-resolution-network-fin-net_it).

28 Articles 1892, 1893, 1894 of the Italian Civil Code.
29 Article 1898 of the Italian Civil Code.
30 Article 1897 of the Italian Civil Code.
31 Article 1901 of the Italian Civil Code.
32 Article 1899 of the Italian Civil Code.

RULES OPERATING IN THE EVENT OF A CLAIM

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

Art. 1.1 Inspection of insured property

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.

RULES OPERATING IN THE EVENT OF A CLAIM Pronto Avvocato

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

Art. 1.1 How to activate the advice

To request legal advice by telephone, **the Insured may contact DAS on the toll-free number 800 880 880 and on +39 02 8295 1155 for requests from abroad, active from Monday to Friday from 8:00 a.m. to 6:00 p.m.**, providing the Policy number and a telephone number where they can be contacted.

Art. 1.2 Exclusion of liability

Generali Italia and DAS shall not be liable for:

- **the work of legal advisors,**
- **the use of the advice given in any litigation undertaken by the Insured;**
- **expenses or reimbursements due for any reason whatsoever by the Insured as a result of such litigation as proposed by the Insured.**

RULES OPERATING IN THE EVENT 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 Benefits **only after contacting the Organisational Structure** at the following numbers:

from Italy on toll-free number 800 880 880

from abroad on +39 02 8295 1155

When claiming a Benefit, the Insured **must indicate:**

a) name and surname;

b) the type of assistance required;

c) Policy number;

d) any documentation according to the type of Benefit requested;

e) address of the place where they are located;

f) telephone number where they can be reached during assistance.

The Organisational Structure may also ask the Insured for the **card band code** indicated in the Prevenzione e Assistenza section of the Policy.

In order to provide Benefits under the activated Covers, the Organisational Structure shall process the Insured's data. This requires the consent of the Insured, as required by data protection legislation(33). **When contacting or arranging for the Organisational Structure to be contacted, 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 privacy policy received.**

33 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 THE EVENT OF A CLAIM: In solidità with damage to insured property



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

INTRODUCTION

gruppo per is an Italian market leader in delivering post-loss salvage and remediation services, alongside operational assistance in case of damage from fire, flood, atmospheric events, pollution, and natural catastrophes. Thanks to the widespread organization throughout the national territory, cutting-edge technologies and products and procedures patented with the University of Pavia, **gruppo per** is able to intervene quickly to limit damages in the shortest possible time and successfully solve even the most complex post-loss problems.

Generali Italia has entered into an agreement with **gruppo per**, under which, with the activation of the Covers for which these RULES IN THE EVENT OF A CLAIM operate, the Insured becomes a member of **gruppo per** "Emergency Response" programme, and is thereby entitled to enjoy the following advantages:

- Availability of a **toll-free number 800 880 880** (from abroad **+39 02 8295 1155**) active 24 hours a day, 365 days a year, for emergency response and technical assistance requests in the event of a Claim;
- Priority telephone technical support over non-contracted customers;
- Inspection on the site of the Claim in pre-established times;
- Issue of a technical and economic proposal relating to rescue and remediation operations;
- Management of the flow of information with the reference functions of the company organization;
- Participation in **gruppo per** technical seminars.

The Insured may choose not to use **gruppo per** "Emergency Response" programme and therefore use other specialized companies. In any case, the obligations arising in the event of a Claim and the conditions precedent to indemnity provided for the Covers to which these RULES OPERATING IN THE EVENT OF A CLAIM apply remain unaffected.

Art. 1.1 Gruppo per Emergency Response Programme

The "Emergency Response" programme operates for any type of claim indemnifiable on the basis of the Covers to which the present RULES OPERATING IN THE EVENT OF A CLAIM apply.

How to activate the service in case of an emergency Claim

The Policyholder shall:

- contact the **toll-free number 800 880 880** (from abroad **+39 02 8295 1155**);
- provide the telephone operator with their name, the number of the insurance policy and a telephone number.

A **gruppo per** Technical Manager provides immediate technical support by telephone to the Policyholder/Insured and agrees on the timing and methods of the operational inspection (average inspection time 24 hours throughout Italy).

During the inspection, the **gruppo per** Project Manager identifies the rescue, decontamination and restoration operations necessary to allow the recovery of damaged property and the rapid resumption of activity and **submits a technical economic proposal.**

During the evaluation of the intervention plan, times and operating methods can be agreed according to the needs of the Insured.

Following the Claim report, the Policyholder/Insured may be contacted, using the contact details indicated at the time of the conclusion of the contract or of the report itself, directly by **gruppo per** for the use of the service.

Limitations of coverage apply

For damages eligible for compensation under:

- **the Covers provided under the Water and electrical systems section and the relevant extensions set out in the Dedicato a te - Speciale appartamento section,**

- **the Cover Extension to common areas glass and the Cover Extension to glass of individual property units,**

intervention is limited to cases where the total estimated Indemnity exceeds EUR 10,000.00.

When does the coverage begin and when does it end

Generali Italia may withdraw from the service at any time, with 60 days' notice. In this case, the service ceases in respect of the Policyholder/Insured.

Transparency Service – Service Information

– A specific technical and economic proposal may be made for any **gruppo per** service not provided for in the "Emergency Response" programme, which, if accepted, must be the subject of a specific contract.
– The costs for interventions relating to work services provided for in the individual proposals for **gruppo per** interventions are borne by the Policyholder/Insured and - **following the verification of the operation of the insurance coverage** - may be reimbursed by Generali Italia in accordance with the provisions of article 1914 (Duty to mitigate loss) and subsequent articles of the Italian Civil Code.

Examples of possible gruppo per intervention proposals:

- Work to secure and restore the Building's roofing
- Rescue works by dehumidification and application of protective oils
- Repair and restoration of household appliances
- System restoration
- Remediation of Buildings
- Decontamination of property
- Dehumidification and deodorization operations

EXTRAORDINARY COVERAGE OF POST-LOSS SALVAGE COSTS

If Generali Italia determines that the cover is not in force and the estimated total loss amounts to at least EUR 10,000.00, the costs relating to **post-loss salvage operations**, as specified in **gruppo per** intervention proposal, shall in any event be borne by Generali Italia **up to a maximum of EUR 1,000.00.**

– The average time of 24 hours between the call and the inspection indicated above is indicative and non-binding.
– **gruppo per** operates with care and diligence in compliance with the professional standards of national and international post-Claim rescue and restoration techniques. **gruppo per** intervention procedures are ISO 9001 certified.
– The economic technical proposals are carefully drafted with the utmost transparency.
– Responsibility for the interventions carried out and recommended by **gruppo per** remains the exclusive responsibility of the same.
– **gruppo per** operates in full compliance with the timescales and procedures laid down in the technical and economic intervention plan.
– **gruppo per** shall not be liable for changes in operating conditions due to force majeure or for reasons beyond its control or will.

Art. 1.2 Obligations in the event of 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 [34];

b) preserve the traces and residues of the Claim (Generali Italia is not obliged to pay any specific indemnity for this);

c) notify the Agency managing the contract or Generali Italia within 3 days of becoming aware of it[35], in the event of Theft, to report it to the judicial or police authorities within the same timeframe;

d) 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;

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;**

f) in the event of Theft, prove to both Generali Italia and the experts, the quality, quantity and value of the items existing at the time of the Claim and prove the damages and losses resulting therefrom, keeping available registers, payment securities, invoices and any other document that may be reasonably requested.

In any case registers, accounts, invoices and any document shall be made available that may be requested by Generali Italia or by the experts for their investigations and verifications.

WARNING: Failure to comply with the obligations arising in the event of a Claim under points a), b) and c) may result in the total or partial forfeiture of the right to Indemnity*

* article 1915 (Failure to notify or mitigate loss) of the Italian Civil Code.

Art. 1.3 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 salvaged property;**
- **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 facilitates the progress of the Claim.**

Art. 1.4 Damage assessment procedure

The amount of the damage is agreed upon:

a) 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. 1.5 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 Category 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 d) and e) are binding on the parties, which hereby waive their right to appeal. Only in the event of wilful misconduct, errors, duress, or breach of contractual terms shall any action or defence concerning the indemnifiability of loss remain reserved.

The joint expert report is valid even if one expert refuses to sign it; the refusal must be certified by the other experts in the final expert report.

Experts shall be released from complying with any legal formalities.

Art. 1.6 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 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 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 amicable 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 - new replacement cost
   - EUR 1,890,000.00 (EUR 300.00 * 6,300 cubic metres) - pre-existence value

   Insured sum: EUR 2,000,000.00

   The risk is sufficiently insured and therefore the pro rata rule set out in the following article partial Insurance (pro rata rule) - Underinsurance tolerance margin for index-linked contracts 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 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 WATER MAIN
   Sqm destroyed by the Claim (walls to be re-plastered and whitewashed): 10

   Sqm 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
   EUR 65.00 (EUR 13.00 × 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

   Assessed damage Amount: EUR 345.00

   Amount of Compensable damage: EUR 345.00

   Depreciation at the time of the Claim: 86.25 (25% of Compensable damage)

   - Compensable damage in the state of use at the time of the Claim: EUR 258.75 (345.00 - 86.25)
   - Additional Indemnity after reconstruction: EUR 86.25

   Water main Cover without Deductible

   - Indemnity paid in the state of use at the time of the Claim: EUR 258.75
   - Additional Indemnity after reconstruction: EUR 86.25 (25% of the Compensable damage)

   Water main Cover with a Deductible per Claim of EUR 100.00

   Assessed damage Amount: EUR 345.00

   Amount of Indemnity payable: EUR 245.00 (345.00 - 100.00)

   - Indemnity paid in the state of use at the time of the Claim: EUR 183.75
   - Additional Indemnity after reconstruction: EUR 61.25 (25% of the Compensable damage)

WARNING: All amounts given in the examples are purely indicative

It is agreed that the total indemnifiable damage shall never exceed double 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 Use): EUR 2,000,000.00**

Absolute Limit of Indemnity (double the Value in Use of the Building): EUR 4,000,000.00

BUILDING FIRE CLAIM
Assessed damage Amount: EUR 5,000,000.00

Depreciation at the time of the Claim: EUR 1,000,000.00 (80% of the Assessed damage)

Amount of 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
- Additional Indemnity after reconstruction: 3,000,000.00

Renewable energy systems

The amount of the damage consists of the **the sum of two values**:

a) the first - known as “value in use” - estimated by deducting from the value of the insured property the value of undamaged property and the salvage value of damaged property, net of depreciation determined with regard to type, quality, functionality, performance, state of maintenance, and any other concurrent circumstance;

b) the second – called “Additional Indemnity” – equal to the depreciation amount indicated above.

If more than 5 years have elapsed since the date of purchase of the System, the indemnity shall not exceed double the value determined in accordance with point a).

For transformers, inverters and storage batteries of Photovoltaic systems, the Indemnity is determined as follows:

- **the two values referred to in points a) and b) are added together,**
- **a reduction of 8% shall be applied to the amount thus determined for each year of operation, up to a maximum reduction of 80%;**
- **once 10 years have elapsed from the documented date of installation, the aggregate indemnity shall not exceed the value determined in accordance with point a).**

Electrical systems serving the Building or individual Property units

Electrical and electronic machinery and equipment and relative components of the insured Building and relative appurtenances (including gates)

Electrical and electronic machinery and equipment for domestic and personal use located within individual Residential units

To determine the damage, the cost of repair or replacement shall be considered, up to a maximum of:

- their Replacement Value, for assets in respect of which no more than **5 years** have elapsed since the date of purchase by the first purchaser as new,
- double their Value in Use, for other assets.

Contents of individual Property/Residential units

For items constituting the Contents, excluding electrical and electronic machinery and equipment, the damage is assessed on the basis of the Value in Use.

Glass

In the case of glass, the Replacement Value is used to determine the amount of damage.

In any case, for **property that was obsolete or could no longer be used for its current purpose** at the time of the Claim, its value shall be estimated by deducting from the "Replacement Value" a depreciation determined with regard to type, quality, functionality, performance, state of maintenance, and any other concurrent circumstance.

Art. 1.6.1 Higher costs for nZEB (Nearly Zero Energy Building) construction characteristics

If the relevant cover is specified in the Policy, 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. 1.7 Partial insurance (pro rata rule) – Underinsurance tolerance margin for index-linked contracts

If at the time of the Claim, based on the estimates made[36] 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 is the pro rata rule applied?

EXAMPLE OF PARTIAL INSURANCE OF THE BUILDING:

- Replacement Value of the Building at the time of the Claim: EUR 300,000.00
- Insured sum: EUR 200,000.00
- Assessed damage: EUR 30,000.00
- Compensable damage: EUR 20,000.00 (30,000.00 * 200,000.00/300,000.00)

However, if the contract is index-linked, Generali Italia will pay the Indemnity in full even if the value of the Category exceeds the Insured sum by no more than the percentage specified in the Policy. If this limit is exceeded, the pro rata rule applies to the surplus.

If an **agreed value clause** is agreed in the Policy, the provisions of this Article shall be disapplied **to the extent and within the limits specified in the said clause**.

Art. 1.8 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 communication 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" Category, the "additional 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 limit of Indemnity 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 proceed with the payment of any undisputed sums.

Art. 1.9 Advance payment of the indemnity

In the event of an explicit request, the Insured is entitled to obtain - prior to the settlement of the Claim - the payment of an **advance** equal to **50% of the minimum amount** that may be paid **based on the findings**, **if:**

- **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 receive payment of the advance as soon as Generali Italia has provided a minimum estimate of the damage **and in any event not earlier than 30 days after the request was made.**

In any event, the advance may not exceed EUR 1,000,000.00, regardless of the estimated amount of the Claim.

Art. 1.10 Waiver of recourse

Generali Italia waives recourse[37]against the person responsible for the Claim, **if the Insured in turn does not take action against the person responsible. The waiver of recourse does not apply in the case of wilful misconduct.**

Art. 1.11 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:

- Water main;
- 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 or reduction of the applicable Deductible or Uncovered Amount.

34 Article 1914 (Duty to mitigate loss) of the Italian Civil Code.
35 Article 1913 (Notice to insurer in case of claim) of the Italian Civil Code.
36 With the provisions of the preceding article Value of insured items and determination of damage
37 , Article 1916 (Insurer's right of subrogation).

RULES OPERATING IN THE EVENT OF A CLAIM for Third Party Liability Covers:

- **In accordo – Protezione patrimonio and Dedicato a te**
- **In solidità - Third Party Liability Covers**
  - **Damage to third-party property in basement/semi-basement premises**
  - **Business interruption losses due to water damage**

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

Art. 1.1 Reporting a 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**[38].

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/her through a Bailiff; in the event of default the provisions of the Italian Civil Code shall apply**[39]**;**
- **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:

a) promptly notify requests or actions brought by an injured third party or the rightsholders;

b) make available to Generali Italia or to the appointed expert all elements and documents considered useful and necessary to facilitate the investigation and verification of the damage, which are in their possession or, if not immediately available, that can be obtained by them;

c) refrain from any acknowledgement of liability without first consulting Generali Italia or the appointed lawyers and technicians;

d) promptly transmit to Generali Italia any judicial document notified to them or to a member of their Household;

e) cooperate with Generali Italia to enable the proper and timely handling of the dispute;

f) submit the documentation in their possession or, if not immediately available, that can be obtained by them;

g) appear in court at the simple request of Generali Italia, if the legal proceedings so provide or if their appearance in court is deemed useful and necessary by Generali Italia for the defence.

If the Policyholder/Insured fails to fulfil these obligations, Generali Italia reserves the right to decline their 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 communication 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 or Insured in respect of the Claim, Generali Italia may defer payment until the conclusion of the proceedings.

In any event, Generali Italia shall 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 obliged to fulfil its obligations in the event of a Claim as set out in 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 covered by the Insurance

Generali Italia is not liable for fines, penalties and criminal court fees.

Art. 1.5 Multiple insurance - Insureds other than the Policyholder

If the Insured other than the Policyholder benefits from other third party liability policies that include the risks covered by the Third Party Liability Covers activated with ViviCondomìnio, these Covers shall apply, within the agreed limits, in excess of the covers provided by the aforementioned other policies.

38 Article 1913 (Notice to insurer in case of claim) of the Italian Civil Code.
39 Article 1915 (Failure to notify or mitigate loss) of the Italian Civil Code

RULES OPERATING IN THE EVENT OF A CLAIM In accordo – Legal Protection and Financial Losses

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

Art. 1.1 Reporting a claim and choice of lawyer

The Claim must be reported immediately by one of the following methods:

1. REPORT BY TELEPHONE **on the toll-free on 800 880 880** (operating **Mondays to Fridays from 8.00 a.m. to 6.00 p.m.) and on +39 02 8295 1155 for requests from abroad**.

   An operator collects the report, indicates information and documents necessary for the activation of the Cover depending on the type of event that has occurred, provides all information related to how the Claim will be handled, and issues a file identification number.

2. WRITTEN REPORT: the notice, with the information and 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 receive the benefits provided by the Cover, **the Insured must immediately provide DAS with copies of any additional deeds or documents received after the Claim report and any useful information for the management of their case.**

In the event of criminal proceedings, the Insured shall be obliged to report the Claim at the time when the criminal proceedings begin and in any case at the time when they become aware of their involvement in the investigation.

In the event of financial losses arising from ordinary condominium fees and heating expenses that have not been recovered from a defaulting condominium unit owner or tenant, as referred to in point 3 of Article *Financial losses extended*, the report must be submitted immediately after the first attempt at enforcement has proved unsuccessful.

Art. 1.2 Management of Legal protection claim

1. **Prior to any court action, the management of the case is reserved only 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**[40]. **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) if a conflict of interest situation with DAS arises,** the Insured may at this stage choose a lawyer of their choice**.**
2. **DAS authorises possible legal action:**
   - **a)** always, **when it is necessary to defend criminal or administrative proceedings;**
   - **b) in other cases, only if the amicable settlement fails and the Insured claims have a likelihood 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 likelihood of success.
3. **For the in court phase, DAS transmits the case file to the appointed lawyer** in accordance with the following provisions:
   - **a)** the Insured may indicate to DAS a lawyer of their choice;
   - **b) if the Insured does not provide the name of a lawyer, 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 Claim:

a) **in the case of disputes brought by or against one or more persons and concerning identical or related claims;**

b) **in the case of proceedings, even of a different nature, due to the same Event 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.**

Art. 1.3 Obligations in the event of a Claim

To be entitled to the benefits provided by the Cover, the Insured is required to comply with the following provisions:

a) **they shall report the Claim immediately and in any event within the time useful for its defence;**

b) **they must promptly update DAS on any circumstances relevant for the provision of the benefits envisaged;**

c) **before engaging a lawyer or expert, they shall notify DAS and have obtained confirmation to proceed from the latter;**

d) **before signing an economic agreement or a cost estimate of the appointed lawyer or expert, they shall obtain confirmation to proceed from DAS; even once confirmation has been obtained, DAS will not cover or reimburse the lawyer's fees for work that has not actually been carried out and itemised in the invoice;**

e) **without the prior authorisation of DAS, the Insured may not agree with the opposing party on a Settlement or an agreement to resolve the dispute that entails additional expenses for Generali Italia beyond the fees of the Insured's lawyer. If the Insured proceeds without authorisation, DAS will reimburse the additional expenses only after verifying an actual urgency in concluding the operation and if it is deemed cost-effective.**

Art. 1.4 Payment of the Indemnity

Upon receipt of the necessary documentation, verification of the Cover effectiveness and assessment of the expenses incurred by the Insured, **within 30 days**, DAS shall:

– pay the Indemnity;

– communicate the reasons why the Indemnity cannot be paid.

Art. 1.5 Exclusion of liability

Generali Italia and DAS shall not be liable for:

– **the work of lawyers and experts.**

– **any delays in the provision of benefits that are caused by the lack of appropriate documentation supporting the Insured's claims.**

Art. 1.6 Disagreement on claim 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 application to initiate arbitration against DAS by the Insured shall 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 Certified email address servizio.clienti@pec.das.it.**

The arbitrator decides according to equity. If the arbitrator's decision is unfavourable to the Insured, they may still proceed on their own account and at their 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 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[41].

Art. 1.7 Recovery of sums

All sums paid out or otherwise recovered, comprising both principal and interest, are payable to the Insured.

DAS is entitled to any sums liquidated also in favour of the Insured in court or out-of-court for costs, fees and expenses up to the amount of Indemnity paid by the same to the Insured.

40 Article 164 paragraph 2 letter a) of the Private Insurance Code - Legislative Decree No. 209 of 7 September 2005.
41 Legislative Decree No. 28 of 4 March 2010 – Implementation of Article 60 of Law No. 69 of 18 June 2009, concerning mediation aimed at the conciliation of civil and commercial disputes, as subsequently amended and supplemented.

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