

Excepted Group Life Policies

Technical Guide

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Generali Excepted Group Life Policies

The Policy is designed for commercial customers only, as categorised by the Financial Conduct Authority's Insurance Conduct of Business Rules.

This Technical Guide has been produced based on the 'best practice' standard format recommended by the Group Risk Development Group and the Association of British Insurers.

Within this guide Generali is referred to as 'we' or 'us' and the Policyholder is referred to as 'you'.

1 Its aims

The Policy is designed to provide Lump Sum Benefits supplementary to those provided under an Associated Policy. We will only insure benefits under the Policy where we are insuring an associated registered Policy.

The Policy can only provide Lump Sum Benefits. This could additionally include the lump sum equivalent of a dependants' pension. All benefits will be paid out as a lump sum payment.

As a supplementary Policy, the workings of the Policy will broadly mirror those of the associated registered Policy.

We will link the Policy with an associated registered Policy taking into account combined Membership and benefit for the purposes of Premium rating and setting the Free Cover Limit.

Although the Policy is designed to operate in accordance with an Associated Policy you will however be required to provide us with information separately:

- when setting up the Policy;
- at Policy review dates;
- at Annual Revision Dates; and
- when making a claim.

1.1 Legislative requirements

The Policy is designed to provide relevant life assurance benefits in accordance with section 393B (4) of the Income Tax (Earnings and Pensions) Act 2003. This means that Policies with two or more Members must meet conditions 1 to 6 below, whilst Policies with less than two Members must meet conditions 1, 3, 4, and 6.

- 1) the Policy must only pay a capital sum on a Member's death, no other benefits may be payable and cover must end before the Member's 75th birthday;
- 2) the same method must be used when calculating the payment of any benefit and any limitations arising on each death;
- 3) the Policy must have no cash in or surrender value other than a refund of "unused" Premiums;
- 4) the benefits can only be paid to an individual, charity or a trustee for the ultimate benefit of an individual;
- 5) no Member, or any individual connected to a Member, may directly or indirectly receive any benefit in respect of another Member solely because they are also a Member;
- 6) the final condition that needs met is that tax avoidance is not the main purpose, or a main purpose, for any of the holders of the Policy or any of the persons beneficially entitled under the Policy;

The Policy must be written under a discretionary trust and the trust must be in place prior to the Policy commencing.



1.2 How does the Policy work?

- we will agree with you at the outset:
 - which Employees can be covered under the Policy;
 - the level of cover; and
 - any additional options you wish to insure.
- you will be responsible for paying all the Premiums that fall due;
- the Policy must be held under a trust with discretionary powers for the trustees. On request we can provide you with specimen trust documentation. Any benefit payable under the Policy will be paid to the trustees;
- we will continue to consider and pay claims where death occurred before cover was discontinued provided you have paid Premiums due and complied with the terms and conditions of the Policy.

1.3 Your commitment

- you agree to promptly provide all the information we ask for when applying for a Policy, at Annual Revision Dates, and in support of a claim;
- you agree to advise us of any errors in the information provided;
- you agree to notify us of any potential claims within the stated time limits;
- you agree to pay all Premiums due under the Policy; and
- you agree to adhere to the Policy terms and conditions.

1.4 Risk factors

- we may terminate, restrict or suspend cover under the Policy if you fail to comply with the Policy terms and conditions;
- if you delay in providing information that we request, this may result in:
 - a change in Premium;
 - Members not being covered for their full entitlement; or
 - claims not being paid;
 - the Policy being terminated.
- the Premium Rates and Policy terms and conditions are usually guaranteed for two years;
- the above guarantee will not apply if:
 - there is a greater than 25% variation in the number of lives insured or the total amount of cover under the Policy or an Associated Policy since the last accepted quotation. By cover we mean the sum of the Lump Sum Benefit and the capitalised value of any Pension Benefit;
 - a change is agreed to the basis to be used for calculating cover under the Policy or an Associated Policy;
 - a change is agreed in the Policy Eligibility Conditions for the Policy or an Associated Policy;
 - an alteration to the Policy terms and conditions or the Policy terms and conditions of an Associated Policy is required;
 - we agree to include an additional Employer under the Policy or an Associated Policy;
 - we agree to include one or more Employees under the Policy or an Associated Policy following the acquisition of a business or undertaking by an Employer; or
 - any legislation (or change in legislation) comes into force that affects the Policy or an Associated Policy.
- the total benefit payable under the Policy, and any Associated Policy will be restricted to the amount as specified in the quotation should multiple claims occur as a result of a Catastrophic event;

2 What factors should be considered in deciding what Benefits to provide?

You can only insure Lump Sum Benefits, however this could include the lump sum equivalent of any Dependants' pension.

The amount of cover to be provided for each Member must be clearly defined and agreed prior to the Policy's Commencement Date. This should include any restrictions that you may wish to apply to the Policy.

2.1 Who can be covered?

An Employee will become a Member when they satisfy the Policy Eligibility Conditions and Actively at Work requirements. These requirements also apply to increases in cover for existing Members.



2.1.1 Eligibility Conditions

You will provide us with details of the eligibility conditions in respect of Membership including:

- the minimum and maximum entry ages;
- any service qualifications; and
- the relevant benefit basis.

Where cover is dependent on Membership of a pension scheme, the above eligibility conditions must include the pension scheme's current eligibility terms.

Membership must be open to all Employees within a defined category or categories.

2.1.2 Actively at Work

The 'Actively at Work' condition will apply:

- a) to all Employees at the Commencement Date;
- b) when a new Employee joins after the Commencement Date;
- c) when Members are affected by an alteration of the benefit basis under the Policy.

Cover (or the increase in cover) will be restricted to Temporary Cover until they have returned to work and satisfied the Actively at Work terms detailed in the quotation.

We may at our discretion waive the Actively at Work requirements (a) and (c) above. Confirmation of any waived Actively at Work provisions will be given in your quotation.

2.1.3 Actively at Work when changing insurer

Where your scheme is currently insured elsewhere, Employees who are Actively at Work as at the date of commencement will usually be covered on terms which are 'no worse' than the existing insured arrangement.

Should a Member not be Actively at Work on the Commencement Date we will cover that Member for the duration of the temporary absence terms that applied under the terms of the previous insurer's Policy. Cover will be subject to the Actively at Work conditions for the Policy being waived by us as at the Commencement Date and confirmation;

- of the current temporary absence conditions; and
- full details of any Members who have been absent from work due to illness or injury for a period of 90 days or more.

2.1.4 No worse terms

Where a scheme that is currently insured is switched to us the following shall apply:

- cover at or below the Free Cover Limit (as explained in section 3.3) shall be accepted by us on standard terms unless the Member was a discretionary entrant under the existing arrangement and they were not accepted at ordinary rates; and
- cover in excess of the Free Cover Limit may be offered on the same underwriting terms as those in force with the previous insurer. This may apply both when a Member has been accepted at ordinary rates or where they are subject to an increased Premium expressed as a multiple or additional percentage of ordinary rates. Specific limits apply in this respect and will be detailed in your quote. These terms will then be applied to our Policy rates so the actual monetary amount may differ. Where an underwriting decision falls outside our prescribed limits we are unable to guarantee that no worse terms will apply.

In order to confirm what terms will apply we will require the following information in relation to the existing insured arrangements:

- the name of the existing insurer;
- the existing insurer's Free Cover Limit and capitalisation factor (where applicable);
- full details of any discretionary entrants or Members who exceed the existing insurer's Free Cover Limit including name, gender, date of birth and level of cover applicable on the day prior to the commencement of the Policy; and
- copies of the existing insurer's acceptance terms for these Employees detailing the effective date of their underwriting decision and details of the level of cover to which their terms relate, or a signed declaration confirming these details from the previous insurer.

No worse terms only automatically apply when the scheme is switched on an identical basis. Where this is not the case, Members may need to be individually underwritten.

Details of the specific no worse terms limits will be detailed in your quotation.

2.2 When will cover commence?

Cover commences immediately for benefits up to the Free Cover Limit (as explained in section 3.3) when an Employee is:

- joining the Policy within the predefined eligibility conditions;
- joining within 12 months of their first opportunity to do so; and
- Actively at Work.

For Employees who do not satisfy the above, please see section 3.3.

2.3 When will cover cease?

Member's cover ceases on the earliest to occur of the following:

- the date they cease to be an Employee;
- the date their current contract of employment expires;
- the date they cease to satisfy the eligibility conditions;
- the date they retire;
- the date they reach the specified Termination Age; and
- the date on which the Policy terminates.

The Policy will remain in force until:

- the date we receive written confirmation from you to cease risk; or
- you fail to pay Premiums due or fail to comply with the Policy terms and conditions and we have notified you in writing that cover has ceased.

2.4 What type of cover is provided?

2.4.1 Lump Sum Benefit

Benefit is paid in the form of a lump sum usually based on a multiple of Insured Salary. We can also insure fixed amounts. The multiple or amount can vary between Members through the use of segmented Policies.

2.4.2 Are there any Insured Salary restrictions?

Any fluctuating emoluments to be included within the definition of Insured Salary will be averaged over the previous complete three years.

2.5 When are payments due?

Lump Sum Benefit payments are payable to the Policyholder and are due from the date of death.

2.6 Is there any special coverage possible under the Policy?

Yes, the special coverage available under the Policy will match the special coverage you have chosen under any Associated Registered Policies.

Any options you select will be detailed in your quotation and confirmed in the Policy.

3 Setting up a Policy

3.1 Requirements to set up a Policy

Unless specified otherwise, the terms offered in our quotation are guaranteed for three months. The terms will be based on the Policy specific information you have provided with any assumptions we have made clearly indicated in

the quotation. Should any of the information or assumptions be incorrect, you must not accept the terms and must inform us in order that our quotation can be revised. If the information given causes us to withdraw or amend our offer we will endeavour to notify you immediately.

Should you wish to accept the terms offered in this quotation or in a revised quotation, we must receive the following details in writing by 2pm on the day prior to the date you wish us to commence cover:

- on risk form;
- your confirmation of any assumptions that were detailed in our quotation; and
- confirmation of any Members that fall outside of our no worse terms conditions.

Upon receipt of the above, we will then provide written confirmation of our acceptance of risk on an interim basis. Cover will be provided during the interim period on the basis detailed in the accepted quotation and on risk form. Reference will be made to the Policy specific information provided during the quotation process.

Once we have accepted the risk on an interim basis, we will issue you with our on risk requirements which will include a completed application form, inception data, deposit premium, confirmation of Member acceptance terms and any further information that we may require. The information and documentation must be returned to us within 30 days or cover may lapse. Until you have received written acknowledgment you should not assume that cover is in place.

The Policy Schedule and initial accounts will be provided once we have received the relevant on risk information. Should it transpire that any of the details provided to us are incorrect or that there is a greater than 25% variation in the number of lives or total sum assured, we reserve the right to review the terms offered or terminate cover.

3.2 Associated Policies

Unless indicated otherwise in the quotation, we assume that there will be one Policy, one set of accounts with one attaching invoice, and one point of contact. There will be cost implications if this assumption is incorrect.

In certain circumstances Policies may be linked together and their terms be dependant on each other. Where this is the case the Policies will be deemed as Associated.

In order to be deemed Associated the additional Policy should be issued by us either to you, or a company or organisation associated with you, which provides benefits on the death of an individual.

3.3 Evidence of health to be provided before Employees/Members are covered

The Free Cover Limit is the amount of cover a Member may be provided with under the Policy without the need to provide evidence of health or activities.

Cover commences for benefits up to the Free Cover Limit immediately when an Employee is:

- becoming a Member within the predefined eligibility conditions;
- joining within 12 months of their first opportunity to join the Policy; and
- Actively at Work.

We will waive our medical underwriting requirements for Employees joining after the 12 month period provided you complete a late entrant form confirming that they meet the following criteria:

- the Employee fulfils the Actively at Work condition on the date they become a Member;
- the Employee's Benefit (including any Capitalised Death Benefit under an associated registered Policy) does not exceed £300,000; and
- the Employee has not been continuously absent from work due to illness or injury for more than 10 consecutive days in the last 12 months (including previous employment, if applicable).

Employees who do not satisfy the above requirements will be asked to provide satisfactory evidence of health and details of hazardous pastimes before they are accepted for cover. They will initially be asked to complete a 'personal declaration of health form'. We may also require additional medical information such as reports from the individual's GP and medical examinations.

You will be told if, as a result of the medical underwriting, an Employee has been accepted for cover and on what

terms. You will also be advised when the next evidence of insurability will be required.

3.4 What happens if a claim arises before a decision has been made?

Where we require Employees/Members to provide satisfactory evidence of health as part of the medical underwriting process, we allow a maximum of 90 days in order to complete the process. During this period the Employee/Member will be provided with Temporary Cover in relation to the amount of cover being medically underwritten.

Temporary Cover specifically excludes any claim resulting either directly or indirectly from any disease, illness or injury that the Member has experienced symptoms of, received treatment for, had routine monitoring of or has undergone investigation during the 5 years immediately before the date they qualify for inclusion within the Policy (or date of increase in benefits).

Where a Member has previously been medically underwritten and cover accepted at ordinary rates, the Temporary Cover will be the difference between the Member's existing level of cover (including their forward underwriting bar if applicable) and the proposed increased level of cover.

4 What Premiums will be charged for the cover?

We will calculate the rates applicable to the Policy based on various factors. These factors will include the amount of cover to be provided, details of the Employees occupations and locations and the Policy's past claims experience.

A minimum Premium of £2,500 p.a. applies for each group of Associated Policies, however, there is no minimum Premium per Member.

All Premium payments are to be paid in pounds sterling.

4.1 How will Premiums be calculated?

The Premium will be calculated and charged based on a unit rate, which is expressed per £1000 of Lump Sum Cover. The Premium is calculated based upon the total Lump Sum Benefit for all Members at the Commencement Date or Annual Revision Date.

4.2 Will there be any unexpected extra Premiums?

This will depend on whether the composition of the Policy has changed.

Premium loadings may be imposed in respect of Members who have been subject to medical underwriting. Any loading will reflect their medical condition or hazardous pursuits they may undertake. Such loadings will be payable at the next Annual Revision Date.

We usually guarantee the rates for a period up to two years. New rates may apply at the end of the two year period. We will confirm any changes to the Premium Rates in writing.

4.3 Is there a discount for good claims experience?

Past claims experience is a factor in assessing the rate applicable to a Policy and therefore a good claims history will usually be reflected in the rates applied.

4.4 What commission is included within the Premium?

The commission rate (if any) will be shown in the quotation.

5 How does the Policy accounting work?

Policies will usually operate on an annual accounting period under what is known as simplified administration. This means we will review the cost of your Policy at each Annual Revision Date to determine the Premium payable for the following year and any adjustments required in respect of the previous year.

This calculation is made by comparing the total cover in respect of all Members at the start and end of the accounting period and averaging any changes by assuming that they all occurred at the mid-year point.

Operating a Policy under simplified administration means that you do not have to inform us of starters or leavers unless a new joiner has a Lump Sum Benefit (inclusive of any Capitalised Death Benefit covered under an Associated Policy), above the Free Cover Limit or is joining outside of the usual Policy Eligibility Conditions.

5.1 What information is required for accounting purposes?

At each Annual Revision Date you will need to provide us with details of all Members. Data should also be provided as at the day before the revision date in order to calculate the mid years adjustments. This information should be provided as a secure Excel file, and include the following information:

- name;
- sex;
- date of birth;
- Insured Salary;
- Lump Sum Benefit;
- whether Member has Enhanced / Fixed Protection;
- date of joining;
- date of leaving if appropriate; and
- details of Members located overseas for more than 12 months.

Additional information including occupations, postcode information and long term sick information will be requested prior to the end of the Premium Rate expiry in order for new terms to be provided.

5.2 When are Premiums due?

Unless otherwise agreed, deposit Premiums are payable annually within 30 days of the Annual Revision Date. However, subject to our prior written agreement, Premiums can be paid monthly, quarterly or half yearly subject to the appropriate loading shown in the quotation.

Any additional Premium due, as detailed in the Annual Revision accounts, is payable within 30 days of the date we notify you of the amount. If a refund is due we will offset this against the following year's Premium unless the Policy has been cancelled in which case we will refund the appropriate amount to you within 30 days.

5.3 If the Policy is discontinued mid-year will Premiums paid in advance be lost?

No, the final invoice issued will take into account the cover that has been provided up to the date the Policy was cancelled.

Termination of the Policy will be effective from the date we receive written confirmation from you to cease risk or an agreed date if later.

In order to produce the termination accounts we will require data as listed above as at the date of termination. We will then issue the appropriate refund or invoice if monies are owed to us.

6 How are claims made?

We will require specific information in order to assess any claims that arise under the Policy. You will be advised of our requirements when a claim has been notified. This will normally include, but not be limited to the following:

- a claim form completed by you;
- evidence of Membership and earnings;
- the original death certificate; and
- where relevant, a completed death abroad questionnaire.

7 What is not covered?

There are no general exclusions applicable to the Policy, however, in the event of a Catastrophe we will limit our total liability under the Policy and any Associated Policies to the Event Limit specified in the quotation.

8 Can cover be provided for Members who are not in the UK?

We can usually provide cover for Members working outside of the United Kingdom as long as they remain eligible for membership and they have UK contracts of employment.

Members working overseas for periods in excess of 12 months need to be notified to us at each Annual Revision Date and when undertaking a rate review.

9 Taxation of Schemes and Policies

Premiums paid by you will normally be treated as a business expense provided HM Revenue & Customs agree that they are wholly and exclusively incurred for business purposes.

Premiums will not be treated as a benefit in kind for Members.

Benefits paid to the trustees are subject to the inheritance tax rules applicable to discretionary trusts and so periodic and exit charges may apply.

Benefits are not subject to income tax and will not count towards a Member's lifetime allowance.

This information is based on our understanding of the relevant legislation and HM Revenue & Customs practice at the date of printing. However, we recommend that you seek your own specialist tax advice.

10 Continuation option

There is no continuation option allowing cover to continue for a Member leaving service.

11 Surrender value

The Policy has no surrender value.

12 Glossary

"Actively at Work"

means that an Employee:

- is not absent from work due to illness or incapacity;
- has not received medical advice to refrain from work and is actively following their normal occupation; and
- is working the normal number of hours required by their contract of employment, either at their normal place of work or at a location to which they are required to travel for business.

An Employee will be regarded as being Actively at Work if they are fully capable of so doing were it not for:

- a leave of absence previously authorised by their Employer (including adoption, maternity and paternity leave); or
- the requirement for being Actively at Work falling on a day the individual is not contracted to work (such as a weekend or public holiday).

They will be regarded as being Actively at Work provided that they were capable of meeting the definition on the last day they were due to work.

"Annual Revision Date"

means the date used for the annual provision of data and calculation of Premiums.

"Associated Policy"

means a Policy that is linked to another policy insured by Generali by way of Premium Rate or Free Cover Limit.

"Authorised Country"

means members of the European Union together with members of the European Free Trade Association plus Alderney, Australia, Bahamas, Canada, Cayman Islands, China, Guernsey, Gibraltar, Hong Kong, India, Isle of Man, Jersey, Malta, Mexico, New Zealand, Philippines, Sark, Serbia, Ukraine, and the United States of America, or such other countries as may be agreed by Generali.



“Capitalised Death Benefit”

means the sum of;

- the Lump Sum Benefit; and
- the Pension Benefit multiplied by the capitalisation factor specified in the quotation.

“Catastrophe”

means a single originating cause, event, act, incident, accident or occurrence (or a series or combination of such) that directly or indirectly results in the death of more than one Member irrespective of the date of such deaths, or the area or period of time over which such causes, events, acts, incidents, accidents or occurrences take place. A Catastrophe shall include but shall not be limited to:

- war (whether declared or not);
- terrorism;
- natural disasters (including storms, floods and earthquakes);
- exposure to, or contamination by, nuclear radiation, radioactivity or biological or chemical substances;
- the sudden release of atomic energy: and
- pandemic.

“Commencement Date”

means the inception date of cover placed with Generali.

“Employee”

means an individual who is employed by one of the Employers.

“Employer”

means one of the Employers by which a Member is employed.

“Free Cover Limit”

means the level of Capitalised Death Benefit above which a Member is required to provide evidence of health.

“Insured Salary”

means the salary definition relating to the calculation of Lump Sum Benefit.

“Lump Sum Benefit”

means the part of the Member's benefit that is paid as a lump sum.

“Member”

means an Employee included within the Policy.

“Pension Benefit”

means the part of the Member's benefit that is paid as an annuity.

“Policy”

means the contract of insurance between the principal Employer and Generali.

“Policy Eligibility Conditions”

means the defined eligibility conditions applicable to the entry of a Member to the Policy.

“Pre-existing Condition”

means any disease, illness or injury that the Member has experienced symptoms of, received treatment for, had routine monitoring of, or has undergone investigations for, in the 5 years immediately before the date they qualify for inclusion within the Policy (or date of increase in benefits).

“Premium”

means the sum(s) payable by the principal Employer to Generali as required under the Policy.

“Premium Rate”

means the Premium Rate(s) specified in the quotation.

“Temporary Cover”

means cover provided up to the full Annual Benefit level required for the period between the date that the principal Employer has been notified of the requirement for underwriting and the date an underwriting decision is issued. However no cover will be provided in respect of Pre-existing Conditions.

“Termination Age”

means the age cover would normally cease under the Policy.

13 Further information*13.1 Complaints*

We aim to provide a helpful and efficient service, however if you have a complaint or concern about any aspect of the service you have received, please tell us by contacting:

Customer Relations Officer
Assicurazioni Generali S.p.A.
100 Leaman Street
London, UK
E1 8AJ

Phone: 020 7265 6200

We will investigate your complaint and keep you informed as to progress whilst the investigation is ongoing. If you are unhappy with the outcome of our investigation, you may be able to refer your complaint to the Financial Ombudsman who will carry out an impartial review of your complaint and the way in which we have handled it.

The contact details for the Financial Ombudsman are as follows:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, UK
E14 9SR

Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

13.2 Compensation

In certain circumstances, if we are unable to meet our liabilities, you may be able to claim compensation in respect of this Policy from the Financial Services Compensation Scheme (FSCS). The FSCS provides cover for 90% of the claim in respect of certain insurance contracts. Further information is available on request or directly from the Financial Conduct Authority or the FSCS.

13.3 Law

The Policy shall be subject to the laws of England and the exclusive jurisdiction of the Courts of England. Under the Policy, Members do not have any rights under the Contracts (Right of Third Parties) Act 1999. This document is a guide to the features of the Policy. Where there is any difference between this guide and the Policy, the Policy takes precedence.

13.4 Regulatory information

We are an Italian public company incorporated with limited liability. We were established in 1831 and have our Head Office in Trieste, Italy. We are registered on the Italian register of insurance and reinsurance companies in section 1 under number 1.00003 and we are authorised to transact insurance business by the Italian regulator, Istituto per la Vigilanza sulle Assicurazioni (IVASS). We have been operating in the UK since 1963 and our UK Branch is registered with Companies House under number BR1185.

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Company incorporated in Trieste in 1831 - Share capital €1,556,873,283 fully paid-up - Registered office at Piazza Duca degli Abruzzi 2, Trieste, Italy
Italian tax identification and companies registry number 00079760328 - Authorised by Istituto per la Vigilanza sulle Assicurazioni (IVASS)
Registered in the IVASS register of insurance and reinsurance companies under no. 1.00003
Parent company of Generali Group and entered in the IVASS Register of insurance groups under no. 026
UK company registration no. BR1185

