

**LOT E**

**THIRD-PARTY  
AND SERVICE PROVIDER INSURANCE POLICY (TP/SP)**

This policy is agreed between

**EUROPEAN UNIVERSITY INSTITUTE  
VIA DEI ROCCETTINI, 9  
50014 SAN DOMENICO DI FIESOLE (Florence)  
Tax ID 80020410488**

and

**the Insurance Company**

.....  
**(Branch)**  
.....

Duration of the contract  
**From 24.00:00 on: 01/07/2021**  
**To 24.00:00 on: 30/06/2026**

With periods of insurance  
after the first one fixed  
**At 24.00 of every 30/06**

## **SECTION 1 - DEFINITIONS AND DESCRIPTION OF ACTIVITY**

### **Art.1 - Definitions**

the Parties attribute the following meaning to the terms below:

**INSURED:** Natural or legal person whose interest is protected by the insurance contract. Natural or legal person whose interest is protected by the Insurance. The Insured shall mean and include: The Contractor; the teaching staff; all natural persons who are, or are not, employees of the Contractor, including volunteers who, in any way, provide services on behalf of the Authority, whom the Authority uses for its own activities, including voluntary and recreational associations and their members; interns, research fellows, post-doctoral personnel, trainees; collaborators, both on-site and off-site, apprentices, postgraduates, PhD students, fellows, those with a research grant, doctors doing a specialization, undergraduates, students, including those taking part in projects; all the individuals not covered by the preceding points authorized by the Contractor to participate, in any way, in the activities of teaching, research, training, or recreation, and in any case in any activity carried out by any means deemed useful and/or necessary

**INSURANCE:** The insurance contract

**BROKER:** ALPHA International Insurance Brokers S.r.l., authorized intermediary under the Register of Intermediaries referred to in Art. 109 of Italian Legislative Decree no. 209/2005 as amended and integrated, which is entrusted by the Contractor to manage and execute the contract, recognized by the Company and by the co-insurers

**CONTRACTOR:** The legal person that takes out the Insurance, in this case the European University Institute, referred to briefly as EUI.

**ITEMS OF PROPERTY:** Material objects, including valuables, and animals and plants.

**BODILY DAMAGE:** Economic loss resulting from injury and/or death of persons, including biological health damage, as well as moral damage.

**MATERIAL DAMAGE:** Economic loss resulting from the destruction, alteration or damaging of items of property.

**EMPLOYEES OR SERVICE PROVIDERS:** All natural persons whom, in compliance with current legislation on employment relationship or performance, the Insured shall use in the performance of its activities, excluding those of contractors, but including:

- a) those posted temporarily to other public bodies or companies, even if the activity carried out is different;
- b) those for whom the obligation to pay the insurance premium to INAIL falls, in accordance with the Law, on subjects other than the Contractor/Insured.

For the purposes of this definition, any reference to employees, contract workers, the self-employed, or other persons shall be construed for all legal purposes as related to the “employees or service providers” referred to in this definition.

**REVENUE:** The amount obtained for the benefit of healthcare provided by the operators of the Contractor’s Veterinary Hospital.

**DEDUCTIBLE:** Amount provided for in the contractual conditions which, in the event of a claim, is deducted from the amount paid in the terms of the policy and which remains at the expense of the Insured and is the subject of reimbursement to the Company.

**COMPENSATION/DAMAGES:** The amount due by the Company in the event of a claim

**CEILING PER CLAIM:** The maximum liability of the Company for any claim, whatever the number of persons who have died or suffered injury or damage to items of property.

**ASSET LOSSES:** Economic loss resulting from the injury and/or death of persons, including damage to health, or biological damage, as well as moral damage.

**POLICY:** Document proving the insurance.

**INSURANCE PERIOD AND/OR YEAR:** The period of 12 months or less between the effective date and the expiry or termination date of the insurance.

**PREMIUM:** The amount owed by the Contractor to the Company

**GROSS ANNUAL SALARY (G.A.S.):** Gross annual salary is the sum of:

- the gross amount of withholding tax paid to all employees insured with INAIL and non-INAIL which they actually receive in compensation for their services;
- the gross emoluments paid by the Contractor:
  - a. to self-employed operators, not established in an organized company of means and staff;
  - b. to service providers hired through regularly authorized firms (employment agencies);
  - c. self-employed service providers;
- the gross amount paid by other bodies as remuneration, subsidies and compensation to staff in service at the Contractor's in any manner whatsoever in accordance with applicable laws.

**RISK:** The probability that a harmful event will occur and the extent of damage that may result.

**EXCESS:** The fixed percentage of damage which can be compensated for, to be borne by the Insured and which will be the subject of reimbursement by the Company.

**THIRD-PARTY LIABILITY CLAIM (TPL):** The claim for compensation received from the Insured for the first time during the period of validity of the insurance even if a consequence of previous facts

**SERVICE PROVIDER LIABILITY CLAIM (SPL):** Formal notification to the Contractor and/or Insured of the opening of a judicial/administrative inquiry for an accident at work or for an outbreak of an occupational disease; formal notification to the Contractor and/or Insured of the opening of criminal proceedings; receipt of a claim for compensation by social security/assistance bodies such as INAIL and/or INPS; receipt by the Contractor and/or Insured of a claim for compensation by the injured party or its legal representatives and/or assignees.

**COMPANY:** The insurer and any co-insurers that provide insurance.

## Description of risk insured

The Parties allow and agree that the description of the insurance risk that follows is given as a non-limiting example, since this policy applies to all cases in which the Insured may claim liability, whether directly, indirectly or jointly, also as a contractor, organizer or otherwise, except as expressly mentioned.

The cover provided by this policy shall apply to the Insured's civil liability in its capacity as an operator of a university education institution specializing in economic, legal and social matters for the study of European integration processes, with boarding and catering services, hosting approximately 600 students.

This insurance shall apply to the execution of all activities or remits, whether institutional or not, ordinary or extraordinary, devolved, assumed or conferred on it, including those of an ancillary, preliminary, consequent, complementary, accessory, joint, recreational, voluntary, or social nature, and whatever else is provided for in the Statutes and the various Regulations, exercised by the Insured by law, regulation, rule, resolutions or other administrative acts, including the provisions issued by its own bodies, attributed, permitted and delegated to the Contractor, in any case and wherever carried out and by any means deemed useful or necessary, also after any future modifications and/or additions.

The cover shall also operate for all activities that may be carried out by means of third parties or contractors/subcontractors; in this case the cover shall apply to the liability that may be borne by the Insured jointly or as a contractor, pursuant to Art. 2049 of the Italian Civil Code and the Code of Public Procurement, Italian Legislative Decree no. 50/2016 as amended and integrated.

To identify the Insured and the beginning or termination of cover, reference shall be made to the acts or records held by the Contractor, which undertakes, in the event of a claim, to provide a copy to the Company upon request.

From the above activity is excluded third-party liability deriving from the exercise of medical and nursing activities.

The cover is also operative for "teleworking", pursuant to Art. 9 – paragraph 7 of Italian Legislative Decree no.179/2012, converted with modification from Law no. 221/2012, for the following risks:

- damage to telematic equipment provided to the worker, with the exception of any resulting from wilful misconduct or gross negligence;
- damage to property or persons, including the worker's family members, resulting from the use of the same equipment.

The insurance applies to civil liability, in accordance with the law, for the following Insured parties:

- School Institute
- Head of Institute
- Students and/or pupils enrolled at the school
- All school operatives (tenured and non-tenured teachers, annual or temporary substitute teachers, tenured and non-tenured teaching staff)

Without limitation, the insurance covers damage caused by:

- educational, research, training and consultancy activities, whether carried out at equivalent, homologous, comparable, supporting or related structures, or through which the EUI's institutional activity is carried out, e.g. at teaching and research laboratories, experimental fields, industrial, commercial, agricultural and tertiary establishments, during guided visits, study trips using any means, practical traineeships, provided that they have been authorized in writing and in a formal manner by a person in charge of the training or by other facilities/bodies/individuals of the Contractor responsible for this;
- organization of study activities, trips, training courses, conferences, congresses, professional courses, sports activities, seminars and cultural and recreational activities in general, even if self-managed, both in Italy and abroad;
- research and experimental activities for research purposes, with the exception of clinical trials, both in Italy and abroad;
- participation in exhibitions, fairs, exhibitions and markets including the risk arising from mounting and dismantling stands; Cover shall also be given for the Contractor's civil liability in its capacity as a grantor of spaces and/or structures for events organized by third parties;
- participation in and organization of guided tours, conferences, round tables and other cultural events in general;
- participation in and organization of activities and recreational activities, including company tours, trips and cruises, shows, festivals, competitions and sporting events, including participation in rowing competitions and related trials;
- participation in and organization of courses, specializations, and masterclasses both in Italy and abroad;
- participation in projects, agreements, and/or conventions on cultural exchange, training and teaching, apprenticeships at public or private bodies, university institutions, research institutes, organizations, public or private companies, professional orders, associations and others, both in Italy and abroad, including through external resources;
- design and management of building works and other technical activities for the realization of works, including those of particular artistic/cultural value;
- organization of in-house competitions, in which outsiders may also participate;
- research, consultancy and service activities for public and private bodies, including through appropriate resources, facilities and staff;
- water or sewage leaks resulting from accidental breakage of pipes, installations or conduits;
- activities carried out by the EUI Prevention and Protection Officer and his/her staff, in accordance with Art. 33 et seq. of Italian Legislative Decree no. 81/2008 as amended and integrated, and Art. 32 of Italian Legislative Decree no. 50/2016 as amended and integrated.

This includes risks arising from the ownership and/or use and/or operation and/or possession, in any way, of any property, whether mobile or immobile.

This includes the activities performed by the Contractor's service providers to other bodies or Companies under the orders of the Contractor.

The insurance shall also cover all ancillary, complementary, connected and related activities, preliminary and consequent to the principal activities listed above, in any case and wherever carried out, none excluded or excepted even if not linked directly to the main activity.

## **Section 1 - Rules governing the insurance contract in general**

### **Art. 1 - Statements relating to risk circumstances – Risk variation**

Incorrect or incomplete declarations made by the Contractor and the Insured, relating to circumstances affecting the risk assessment, may result in the total or partial loss of the right to compensation and termination of the insurance pursuant to Arts. 1892, 1893, 1894, of the Italian Civil Code

The Contractor shall notify the Company of any risk aggravation. Any risk aggravation not known to or not accepted by the Company may result in the total or partial loss of the right to compensation and termination of the Insurance pursuant to Art. 1898 of the Italian Civil Code. The Company has the right to receive the difference in premium corresponding to the greater risk from the moment when the circumstance occurred.

The Contractor shall be exempt from the obligation to declare whether, outside insured establishments or in third-party buildings containing insured items, there are items of property or conditions which might aggravate the risk.

The Contractor shall also be exempt from the obligation to notify the Company of any expansion, increase, demolition, transformation, addition and maintenance operations, including extraordinary ones.

Buildings and goods forming part of the contained lot.

In the event of a risk reduction, the Company is required to reduce the premium or premium instalments following notice from the Contractor, pursuant to Art. 1897 of the Italian Civil Code, and waives the relative right of withdrawal.

However, any omission, incompleteness or inaccuracy of the declaration by the Contractor and/or the Insured of a circumstance which may increase the risk, during the period of validity of this policy as well as at the time of its signing, shall not affect the right to compensation, provided that such omissions, incomplete or incorrect statements have been made in good faith.

The Contractor and the Insured are exempted from any obligation to declare damage that have affected the policies they have underwritten to cover the same risks prior to the conclusion of this insurance policy.

### **Art. 2 – Other insurance policies**

It is agreed between the Parties that if it is revealed that other policies exist or are concluded subsequently directly by the Contractor or by Third Parties who have had an interest in them for the same bodies covered by this Agreement, any damage reported by the Insured covered by this policy shall be settled and compensated by the Company directly to the Insured, regardless of the existence of other insurance contracts, without prejudice to the Company for any other rights deriving from the law (Art. 1910 of the Italian Civil Code).

The Contractor is exempted from giving prior notice to the Company of any existing policies and/or any taken out subsequently for the same risks as those covered by this contract; the Insured shall have the obligation to do so in the event of a claim, should it be aware of this.

### **Art. 3 – Duration of the contract**

The contract shall be of the duration indicated on the title page and shall terminate irrevocably upon expiry of said period. However, the Parties are granted the right to withdraw from the contract at each annual maturity by registered letter to be sent 120 days before said deadline.

It is also the right of the Contractor, with notice of not less than 30 days before the expiry date, to request from the Company a temporary extension of this insurance, for the execution or completion of the procedures to provide a new insurance policy. The Company, in response to the payment of the corresponding premium instalment, undertakes to extend the insurance under the same contractual and economic conditions for a period of 180 days from the due date.

### **Art. 4 – Payment of the premium and start of the cover**

The insurance cover shall take effect from 24.00 hours on the day indicated in the policy, provided that the premium has been paid within 30 days of the same.

Exceptions to the payment terms referred to in the first paragraph of this Article shall also apply to each annex for consideration issued as a result of a change in the contract.

Should the Contractor not pay the premium or the following premium instalments, the insurance shall be suspended from 24.00 hours on the 30<sup>th</sup> day after the due date and shall take effect from 24.00 hours on the day of payment, without prejudice to the subsequent deadlines and the right of the Company to payment of the expired premiums pursuant to Art. 1901 of the Italian Civil Code.

Premiums shall be paid directly to the Insurance Company.

#### **Art. 5 – Adjustment of the premium**

In relation to active and passive changes in this policy, the amounts insured under this contract are subject to a premium adjustment at the end of each annual insurance period to the following extent:

- a) for bodies that have been newly acquired or sold by the Contractor, the latter shall notify, within 120 days of the expiry of each insurance period, of their assessment. On the basis of the available data, the Company will adjust the premium for changes during the past insurance period as follows:
  - the balances of the increasing values shall be calculated at 50 % of the annual premium to be paid by the Contractor;
  - the Company undertakes to repay 50% of the premium for the year in progress.
- b) for bodies that have been acquired temporarily by the Contractor during the insurance period, the Contractor shall inform, within 120 days of the expiry of each insurance period, the value of such bodies and the actual period of holding of such bodies. On the basis of the data provided, the Company will compute the premium due by the Insured by applying the policy rate on the actual duration of the holding (pro-rata).

At the same time, the Company will adjust the following annual premium on the basis of variations in the values of the individual lots, calculating the active or passive differences on the basis of 100% of the annual premium for each lot.

The active/passive differences resulting from the adjustment of the premium must be paid within 60 days following receipt by the Contractor of the adjustment annex issued by the Company and deemed formally correct.

#### **Art. 6 – Withdrawal in the event of a claim**

After each claim and up to the 60th day after payment or refusal of compensation, the Company and the Contractor may withdraw from the contract with 120 (one hundred and twenty) days' notice to be given by registered letter. The 120 (one hundred and twenty) days shall be calculated from the date of receipt of said registered letter.

In both cases of withdrawal, the Company shall refund to the Contractor the premium instalments paid and not used, excluding taxes, where due.

The Company may not withdraw from the cover of individual risks or parts of the insurance, unless expressly accepted by the Insured and with a consequent reduction of the premium.

#### **Art. 7 – Amendments to the insurance**

Any amendments to the insurance must be proved in writing.

#### **Art. 8 – Form of Contractor's communications to the Company**

All communications which the Contractor is required to make must be made by registered letter (including by hand) or by other means suitable to prove the date and content (fax, certified e-mail, etc.) addressed to the Company or Broker whom the Contractor has assigned to manage the policy.

#### **Art. 9 – Tax expenses**

All present and future taxes relating to the premium, compensation, policy and acts of the same shall be borne by the Contractor even if the payment has been advanced by the Company.

Any taxes owing on the insurance shall be borne by the Contractor.

#### **Art. 10 – Competent court**

For disputes relating to this contract, the judicial authority where the Contractor has its registered office shall be solely responsible.

#### **Art. 11 – Reference to the law**

For everything not otherwise regulated here, the rules of law shall apply.

#### **Art. 12 – Interpretation of the contract**

It is agreed between the Parties that the most extensive and most favourable interpretation shall be given to the Insured on what is covered by all the policy conditions.

#### **Art. 13 – Obligation to provide data on risk history**

The Company undertakes to provide the Contractor with details (date, number, summary description) of any claims at annual intervals, divided as follows:

- reserved claims (with indication of the amount in reserve);
- settled claims (with an indication of the amount settled);
- outstanding/rejected claims (with statement of reasons if requested);

The obligations described above do not prevent the Contractor from requesting and obtaining an update in the manner set out above on dates other than those indicated.

#### **Art. 14 – Ownership of the rights arising from the policy**

This policy is agreed by the Contractor in its own name and in the interests of the person/s responsible.

The actions, reasons and rights arising from the policy can only be exercised by the Contractor and the Company.

In particular, it is the responsibility of the Contractor to carry out the necessary activities to determine and settle the compensation.

The investigation and settlement of the damages thus effected are also binding on any Third Parties concerned, without prejudice to their right of appeal. However, compensation settled in terms of the policy may not be paid except with the consent of the holders of the interest insured.

#### **Art. 15 – Inspection of insured property**

The Company shall always have the right to inspect insured property and the Insured is obliged to provide all necessary details and information on it.

#### **Art. 16 – Coinsurance and delegation (valid only in the case of coinsurance)**

The insurance is divided into shares between the companies indicated in the Premium Section; each of whom is required to make provisions in proportion to the respective share as shown in the contract.

The Contractor hereby declares that it has entrusted the management of this contract to ALPHA International Insurance Brokers S.r.l. and that the insurance companies have agreed to entrust the delegation of this contract to the Company named on the front page of this policy; consequently, all reports inherent to this insurance shall be carried out on behalf of the Contractor and the Insured by ALPHA International Insurance Brokers S.r.l., which will deal with the delegated undertaking and inform the Coinsurers.

In particular, all communications relating to the Contract, including those relating to the withdrawal or cancellation and management of claims, are intended to be made or received by the assignee in the name and on behalf of all the Coinsurers. The Coinsurers recognize as valid and effective also in their own regard all the management tasks executed by the Leading Insurer in the joint interest, except for collection of the insurance premiums, payment of which shall be made by each Company.

The undersigned Leading Insurer declares that it has received a mandate from the Coinsurers indicated in the above documents (policy and annexes) to also sign in their name and on their behalf.

Therefore, the signature of the Leading Insurer on the insurance documents, makes them valid to any effect, also for the Coinsurers' shares.

#### **Art. 17 – Broker clause**

ALPHA International Insurance Brokers S.r.l. is entrusted with the management and execution of this insurance cover as a Broker, pursuant to Articles 108 et seq. of Italian Legislative Decree no. 209/2005.

The Contractor and the Company acknowledge to each other that any communication concerning the performance of this insurance shall be through the Broker responsible.

Therefore, for the purposes of the terms of this policy, the Company acknowledges that any communication made by the

Contractor/Insured to the Broker shall be understood as being made to the Company itself and vice versa; just as any communication made by the Broker to the Company shall be understood as being made by the Contractor/Insured itself. In the other areas of compliance provided for by the law in force, it is specified that, with reference to article 118 of Italian Legislative Decree no. 209/2005 and Art. 5 of the ISVAP Regulation No 2006, the Broker is authorized to collect the premiums.

The remuneration of the Broker shall not be borne by the contracting companies, since the powers will be borne by the Contractor in accordance with the terms laid down in procedure no. NP/NPEUI/REFS/2017/005 published on 16 June 2017 for the provision of insurance brokerage services.

#### **Art. 18 - Tax exemption**

The Contractor declares to be exempt from payment of taxes to the Italian State pursuant to agreements between the Government of the Italian Republic and the European University Institute referred to in Decree no. 990 of the President of the Italian Republic dated 13/10/1976, and published in the Official Journal of 19/12/1977.

### **Section 2 - Rules governing Civil Liability insurance for Third Parties and Service Providers**

The following conditions shall prevail if there is disagreement with the rules governing the insurance in general.

Any disagreement between the rules governing the insurance in general, the rules governing the insurance in particular, the rules of the Italian Civil Code on insurance contracts, shall always be resolved in the manner most favourable to the Contractor and/or Insured.

#### **Art. 2.1 – Object of the Insurance**

##### **A. Third Party Liability Insurance (TPL)**

The Company undertakes to keep the Insured indemnified for any amount it is obliged to pay, as civilly liable under the law and public regulations, to compensate (including capital, interest and expenses) for damage involuntarily caused to third parties by death, personal injury, and damage to property or animals, as the result of an incident which occurred in relation to the risks covered by the insurance.

The cover is also operative for culpable and malicious criminal acts committed by persons whom the Insured is liable for according to the law, without prejudice to the provisions of Art. 1.20 “Waiver of Recourse”.

The Company also undertakes to keep the Insured indemnified for the amount it is obliged to pay following a reimbursement made by third parties, possibly called to compensate the injured parties in the first instance.

##### **B. Service Provider Liability Insurance (SPL)**

The Company undertakes to keep the Insured indemnified for any compensation to be paid by the latter (including capital, interest and expenses) due to civil liability:

- a)** pursuant to Articles 10 and 11 of Italian Presidential Decree no. 1124 of 30 June 1965, as amended and integrated, and Italian Legislative Decree no. 38 of 23 February 2000 as amended and integrated, for accidents suffered by employers, employees insured under the aforementioned Italian Presidential Decree, and employees of the activities for which insurance is provided;
- b)** in accordance with the Italian Civil Code as compensation for damage that may not fall within the provisions of Italian Presidential Decree no. 1124 of 30.06.1965 as amended and integrated, and Italian Legislative Decree no. 38 of 23.02.2000 as amended and integrated, paid to the service providers referred to in point a) above, for death and personal injury resulting in permanent disability, calculated on the basis of the tables annexed to Italian Legislative Decree no. 38/2000 as amended and integrated;
- c)** for accidents and damage suffered by service providers not subject to compulsory statutory insurance against accidents at work (INAIL), as referred to in a) above;
- d)** for payments of sums exceeding the compensation paid by INAIL, which the Insured is ordered to pay by a court to the injured staff member/s, as referred to in a), or to the assignees.

The cover referred to in points a) and b) above shall also operate:

- for compensation made by INAIL, INPS or similar bodies, be they welfare or social security, pursuant to Art. 14 of Law 12 of June 1984, and no. 222 as amended and integrated and, however, where settled according to law; also included is compensation by ASL and AUSL pursuant to the applicable Regional Laws;
- for compensation to the Insured for facts related to the law of Italian Legislative Decree 196/2003, pursuant to EU Regulation No. 2016/679 as amended and integrated;

The Insurance shall be effective on the condition that, at the time of the claim, the Insured is in compliance with the



obligations for statutory insurance; however, should an irregularity arise from proven incorrect or erroneous interpretations of the relevant legal rules, the insurance shall still remain valid

The Insurance includes occupational diseases covered under the current law, contracted through a fault of the Insured, as well as those diseases recognized by the courts as professional and/or due to work accidents.

The extension shall be effective provided that the diseases appear during the insurance period, but not later than 24 months after termination of employment, and that they have been reported within 12 months of the end of the insurance period.

The claim ceiling represents the maximum liability of the Company:

- a) for several cases of damage, even if occurring at different times, during the period of validity of the cover, originating from the same type of occupational disease;
- b) for several cases of damage occurring in the same annual insurance period.

#### **Exclusions for occupational illness cover**

The cover does not apply to:

1. employees who have experienced the occurrence of a previously compensated or compensatable occupational illness;
2. subsequent occupational illnesses:
  - intentional non-compliance with the legal provisions by legal representatives of the Contractor;
  - intentional failure of the Contractor's legal representatives to prevent the damage, to repair or adapt means to prevent or contain pathogenic factors; this exclusion shall cease to take effect after the adoption of measures deemed reasonably appropriate, in relation to the circumstances of fact and law, to remedy the existing situation;
  - damage resulting from mobbing, sexual abuse and/or harassment;
  - damage resulting directly or indirectly, even in part, from exposure to and/or contact with asbestos and/or any other substance containing any form or amount of asbestos;

Exclusion 2. shall cease to have effect on any damage which has occurred wherever, in order to remedy the situation, measures have been taken which may reasonably be considered appropriate in relation to the circumstances.

#### **Art. 2.2 - Clarification of qualification as a "third party";**

It is agreed that only persons who are employees shall not be considered "third parties" for the purposes of TPL insurance (limited to death or personal injury) in the course of work or service for which the SPL cover is in effect.

Employees are considered third parties:

- for damage caused to items of their property;
- if they suffer the damage when not in service.

With the exception of the Contractor, all other persons with legal and physical personality are considered third parties.

#### **Article 2.3 – Clarification of the risks covered by TPL insurance**

By way of example, and without any limitation on the cover provided by the policy, the following cover is confirmed:

##### **1) Use of cars and other vehicles**

Insurance is provided for the civil liability of the Contractor/Insured, pursuant to Art. 2049 of the Italian Civil Code, for damage caused to third parties by its employees in relation to the driving of motor vehicles, mopeds and motorcycles, provided that these are not owned or used by the Contractor, registered to the same in the Public Vehicle Register, or rented or leased by it. The cover also applies to:

- bodily damage caused to persons carried.
- damage caused by the use of bicycles.

This cover shall be effective only after exhaustion of any cover that is active for the benefit of the owner and/or driver of the vehicle that has caused the damage.

##### **2) Damage to vehicles during loading and unloading**

The cover includes the Insured's civil liability for damage to means of transport during loading and unloading or parked as part of the above operations, without prejudice to the exclusion of damage to the goods carried on said vehicles; damage caused to vehicles of third parties and other employees who are standing in the vicinity of the above operations shall also be included.

**3) Motor vehicles, motorcycles and mopeds of third parties and employees**

The cover includes the Insured's civil liability for damage caused to third-party motor vehicles, motorcycles and mopeds, employees, of the Rector, Pro-Rector and administrators, with the exception of theft, left parked in areas outside or inside the buildings, depots, and warehouses of the Contractor and others.

This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

**4) Signs/billboards**

The cover includes the Insured's civil liability for damage arising from ownership and maintenance of advertising posters and signs, illuminated signs, canopies, banners, license plates, including billboards of any kind, wherever they may be located. If maintenance is entrusted to third parties, the cover shall work in favour of the Insured in its capacity as customer.

**5) Trolleys and Handling Equipment**

The cover includes the Insured's civil liability for damage arising from the owning and/or use of trolleys and/or handling equipment, including traffic in areas not subject to Law no. 209/2005 as amended and integrated.

**6) Installation and/or Maintenance - Works on a Time and Material Basis**

In partial derogation from the provisions of Art. 2.4 - "Exclusions", the cover includes the Insured's civil liability for damage resulting from the installation of and/or maintenance work on utility systems, also outside and also in the presence of traffic. This cover is provided for installation of and/or maintenance work on utility systems whose contract value does not exceed € 250,000.00.

**7) Damage to underground pipes and utilities**

The cover includes the Insured's civil liability for damage to underground pipes, cables and utility systems, provided that the Contractor can demonstrate that it has carried out all necessary preliminary technical inspections and checks.

Also included are damage caused by excavations, the laying and re-burying of works and installations in general up to 60 days after handover of these works, whether carried out by the Insured or commissioned from third parties; in which case, the cover includes the Insured's civil liability in its capacity as contractor, without prejudice to the Company's right of subrogation to the contractor.

This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

**8) Damage due to subsidence or landslide**

The cover includes the Insured's civil liability for damage to property caused by subsidence or landslide, provided that such damage does not result from work involving subwalling or other replacement techniques.

For damage to buildings, this extension of cover shall be provided by application of the excess, deductible and compensation limits provided for in the relevant table.

For damage to other items of property, the deductible and compensation limits provided for in the special table are generally applicable.

**9) Damage due to interruption or suspension of activities**

The insurance shall cover damage to the Insured resulting from stoppages or suspensions, total or partial, of industrial, commercial, trade, and agriculture activities or services, as long as such stoppages or suspensions result from accidents that can be compensated under the policy.

This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

**10) Damage due to theft**

In partial derogation from the provisions of Art. 2.4 - "Exclusions", the cover includes the Insured's civil liability for damage caused by theft caused to third parties by persons who have used scaffolding erected by the Insured to carry out the criminal action. The cover also applies to civil liability for damage from the theft of objects – owned by third parties – on display during exhibitions, fairs and the like, competitions, seminars, study conferences, and round tables organized and held by the Institute, also at the premises of third parties.

This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

**11) Damage to premises, third party property and property with work in progress**

In partial derogation from the provisions of Art. 2.4 - "Exclusions", the cover shall include the Insured's civil liability for damage to the premises and any third party property found within the context of the performance of the works and services and to property on which work is being carried out, but excluding unavoidable damage and damage to items of property directly involved by the work. This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

## **12) Items being delivered and in storage**

The cover includes the Insured's civil liability for damage to third party property, delivered or not delivered, for which the Insured is obliged to answer in accordance with Arts. 1784 and 1785 bis of the Italian Civil Code due to theft, destruction or deterioration.

This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

## **13) Personal civil liability of Employees and Students**

The cover covers the personal civil liability of the persons listed below, but not limited to:

- the Rector, Pro-Rectors and persons legitimately delegated with functions of representation, in the name and on behalf of the Contractor;
- all students, professors, researchers, contractors, disciplinary experts, doctoral students, research doctors, scholarship holders, interns, post-doctoral students, trainees, scholars, etc., who also collaborate in the Contractor's activities at other facilities for training, education, studies, tests, examinations, and so on;
- all employees and non-employees, of every kind and level of the Insured, collaborators and participants in general in the Contractor's activity, even if sent abroad, for damage caused to third parties and other employees in general in relation to the performance of their duties, also on a voluntary basis;
- the Protection and Prevention Manager and his/her employees, in accordance with Italian Legislative Decree no. 81/2008 as amended and integrated, and Art. 32 of Italian Legislative Decree no. 50/2016 as amended and integrated;
- the "works supervisor", the "works planning coordinator", the "works execution coordinator".

Also included is personal liability for damage involuntarily caused to third parties following violation of Italian Legislative Decree no. 196/2003 as amended and integrated and EU Regulation 2016/679 as amended and integrated, on the processing and protection of personal data.

All of the above, within the limits of the claim ceiling agreed in the Policy, which remains to every effect unique also in the case of co-responsibility of the above-mentioned persons with the Insured or between them.

It is also understood that this includes the personal civil liability of all the students for damage resulting from a material event which occurred during the performance of their duties and activities, and caused to third parties and employees of the Contractor.

## **14) Fire liability**

This cover includes the Insured's civil liability for damage to third-party property arising from fire, explosion or the bursting of items of property belonging to the Insured or kept by it, excluding damage to items of property which the Insured holds for any reason. It is understood that, if the Insured is already covered by a fire policy with "neighbour/third party appeal" cover, this will operate according to the risk, for the excess of the amounts insured with the aforementioned fire insurance policy.

This cover is provided with application of the excess, deductible and compensation limits provided for in the relevant table.

## **15) Ownership and/or operation of buildings/tensile structures/green areas/substations**

The cover includes the Insured's liability for damage to third parties as owner, bailee, lessee, tenant and/or holder in any way of:

- buildings, and their appurtenances and annexes, lifts, hoists, parking lots, parks and gardens, land, woods, rows of trees, plants and green areas in general, sports facilities and equipment, statues and artefacts in general, private roads, including all fixed and non-fixed installations thereof, including garden equipment and furniture;
- tensile structures and marquees, pressure balloons and related plants and equipment, which can be used, in addition to the Insured for its activity, also by third parties.  
green areas include liability from the use of fungicides and pesticides.
- electrical transformation and/or distribution substations and their conduits, roads, central lighting systems, distribution systems and networks, including ordinary and extraordinary maintenance and repair work, cold storage rooms, central heating units, etc.
- equipment and apparatus belonging to third parties in use by the contractor (photocopiers, printers, vending machines, etc.);
- equipment and apparatus granted on loan for use by third parties and the civil liability for damage caused by equipment which the contractor has on loan for use or service.

## **16) Signage systems and equipment**

The cover includes the Insured's civil liability arising from the ownership, maintenance and operation of signalling and lighting equipment and installations, including damage caused by improper operation of systems in general.

This includes damage caused by the lack or insufficient supervision or interventions on signs, shelters or fences placed to protect the safety of third parties; by the existence of places open to the public, works, machinery, equipment, tools, and material deposits.

**17) Shows/Exhibitions/Conferences/Meetings/Fairs/Armed Supervision/Watchdogs**

The cover includes the Insured's civil liability deriving from the organization of, management of and participation in any kind of activity complementary to its institutional one, such as: shows, events, festivals, parties, conventions, meetings, fairs, guided tours, conferences, round tables, seminars and other events and promotional activities in general, campsites, summer and winter campuses and educational facilities, including the civil liability of surveillance officers and/or operatives in general, including the installation and dismantling of stands, damage resulting from the use of animals, vehicles and/or motor vessels, aircraft, and also fireworks. It also includes the Insured's civil liability for the existence of a surveillance service, including armed guards and watchdogs, with the risk of excessive legitimate self-defence, all of which also as a contractor.

This includes the organization of internships, traineeships, masterclasses and/or training courses and/or professional refresher courses open also to non-employee outsiders; the damage caused by students and/or guests must be included and the students and/or guests are considered third parties.

This includes trips organized by the Contractor for educational and scientific purposes wherever these take place.

**18) Sports facilities**

The cover includes the Insured's civil liability for owning and/or managing sports facilities in general, sports equipment and games that are accessory and complementary, and not predominant, to the main activity, including a swimming pool and a football field without a stand normally used by persons inside the Institute and/or students;

**19) Ownership/management of canteens and bars**

The cover includes the Insured's civil liability for the ownership, management or commissioning of canteens and bars and similar establishments, including the preparation, distribution and administration of food and drink, also through vending machines.

If said services are entrusted to third parties, the cover shall apply exclusively to the Insured's civil liability in its capacity as Contractor for said service.

**20) Offices/Warehouses/Parking Lots/sundry activities**

The cover includes the Insured's civil liability for the ownership and management of offices, warehouses, storerooms, accommodation, workshops, parking lots, libraries, art galleries, and the like.

**21) Ownership and/or management of games**

The cover includes the Insured's civil liability for the ownership and/or management of various, non-powered, children's games (e.g. slides, rides, and the like) installed in gardens, and wherever they find a suitable location.

**22) Non-engine powered means of transport**

The cover includes the Insured's civil liability for the ownership and use of mechanical means of transport, not engine-powered in general, such as bicycles, pallet trucks, electric tricycles, electric scooters, floats, etc.

**23) Delivery/Pick-Up/Replenishment**

The cover includes the Insured's civil liability for delivery, picking up and replenishment.

**24) Management of activities and/or services**

The cover includes the Insured's civil liability for the running of a kindergarten for children of the Institute's employees, with assistance carried out by qualified staff employed by the Contractor, inside the Insured's premises and with a maximum number of children present of 30. Administrative, social, welfare and recreational activities and/or services are also covered by the policy; the liability arising from the organization inside and outside the Insured's premises of guided tours for demonstration purposes, the organization and management of technical/practical courses, training and/or scholarships, as well as the activities of traineeships, selection and practical tests for the recruitment of personnel.

**25) Firefighting teams**

The cover includes the civil liability arising from the activities of fire and safety teams organized by and consisting of employees of the Insured.

**26) Radio and television antennas/Fences/Gates**

The cover includes the Insured's civil liability for the ownership, existence and use of parabolic, radio and television antennas, fences in general, gates and/or doors also with automatic, electric, and electronic opening mechanisms. This includes liability arising from the ownership, existence and use of external and internal video systems, video surveillance, video cameras, video door-phones, etc., wherever they are located.

**27) Surveillance Services**

In partial derogation from the provisions of Art. 2.4 - "Exclusions", the cover includes the Insured's civil liability for a surveillance service including armed guards and watchdogs, with the risk of excessive legitimate self-defence, all of

which also as a contractor.

**28) Cleaning and maintenance work**

The cover includes the Insured's civil liability for cleaning and maintenance work in general.

**29) Sudden accidental pollution**

In partial derogation from the provisions of Art. 2.4 - "Exclusions", the cover includes the Insured's civil liability for pollution of water, air and soil following the sudden and accidental breakage of the Insured's systems, tanks and conduits.

The insurance shall not cover any damage resulting from:

- genetic alterations;
- intentional non-compliance with the provisions of law, as well as intentional non-prevention of damage due to failure to respond or adapt in order to prevent or contain pollution.

This cover shall be provided with application of the excess, deductible and compensation limits provided for in the relevant table.

**30) Ownership and use of dogs**

The cover includes the Insured's civil liability for the ownership, use and/or keeping of dogs and other animals.

**31) Liability arising from Italian Legislative Decree no. 81 of 9 April 2008, as amended and integrated**

The cover includes the Insured's civil liability in accordance with the provisions of Italian Legislative Decree 81/2008 as amended and integrated, as well as the personal liability of the Insured's employees responsible for the roles or tasks defined by said decree and subsequent modifications and additions.

**Art. 2.4 – Exclusions**

The insurance shall not cover any damage resulting from:

- a) use of motor vehicles, machinery or equipment driven or operated by any person who is not authorized in accordance with the provisions in force and/or who is under 16 years of age;
- b) circulation on public roads or on equivalent areas of motor vehicles, as well as sailing and motor boats and the use of aircraft, except as foreseen in Italian Legislative Decree no.209/2005 on Compulsory Insurance;
- c) any nature or any cause determined by, or resulting from:
  - slow and gradual pollution, infiltration, contamination of water, air, soil or crops, interruption, depletion or diversion of springs or streams,
  - alterations to or impoverishment of aquifers, mineral deposits and in general of what is found in the subsoil susceptible to exploitation,
  - except as provided for in Art. 2.3 in the "Sudden accidental pollution" clause;
- d) theft, except as provided for in Art. 2.3 in the "Damage due to theft" clause;
- e) damage to items of property and/or works of third parties on which the works for the activity are being carried out, except as envisaged by Art. 2.3 in the clause "Damage to premises, third party property and property with work in progress";
- f) damage which has occurred in connection with transformations or adjustments of atomic energy, either natural or artificially induced (nuclear fission and fusion, radioactive isotopes, accelerators, etc.);
- g) damage deriving from the keeping and/or use of explosives, with the exception of the Insured's civil liability as the Contractor for works requiring the use of such materials, as well as the provisions for fireworks and Art. 2.3 in the "Surveillance Service" clauses. This exclusion shall also apply to SPL cover;
- h) damage of any kind, however arising, directly or indirectly resulting, even in part, from exposure and/or contact with asbestos and/or any other substance containing any form or extent of asbestos; this exclusion shall also apply to SPL cover;
- i) terrorism; this exclusion shall also apply to SPL cover;
- j) arising from any type of professional civil liability, except as expressly provided for in this policy;
- k) financial losses not due to damage to persons and/or property;
- l) construction or installations in general after completion of works, except as provided for in the clause "Installation and/or Maintenance - Works on a Time and Material Basis";
- m) medical malpractice, except as expressly provided for in this policy;
- n) violations of duties of peaceful coexistence with third parties and/or employees and collaborators - any sign of discrimination or persecution, harassment, harassment, violence, or sexual abuse and the like;
- o) damage caused directly or indirectly by, occurring as a result of, or as a consequence of: war, invasion, acts of foreign enemies, hostilities (whether the war is declared or undeclared), civil war, rebellion, revolution, insurrection

or military action or coup.

**Art. 2.5 - Limitation and exclusion of embargoes and sanctions;**

The insurance cover shall not operate, and the Company shall not indemnify any claim or, in any event, will not execute any services under the Policy to the extent that such coverage, compensation and/or performance might expose the Company and/or any company in the group to which the Company belongs, to sanctions, prohibitions or restrictions under United Nations resolutions, or economic and/or trade sanctions under the laws and regulations of any country.

**Article 2.6 – Cover ceilings**

The Company provides insurance up to the following amounts:

Euro 6,000,000.00 per claim with a limit of

Euro 6,000,000.00 per injured person under TPL, Euro 60,000,000.00 for property/animal damage under TPL Euro 60,000,000.00 per injured person under SPL.

If a single claim includes both TPL and SPL cover at the same time, the maximum liability of the Company shall not exceed Euro 60,000,000.00.

**Article 2.7 – Compensation limits – deductibles/excesses per claim**

Description	Excess	Deductible	Maximum compensation per claim
Any and all TPL damage	none	€1,500 for damage to property	TPL policy ceilings
Any and all SPL damage	none	none	SPL policy ceilings
Biological damage in the SPL sphere	none	€ 2,500.00	Policy ceilings
Occupational diseases	none	none	€ 3,000,000.00
Damage to buildings due to subsidence or landslide	10%	€ 5,000.00	€ 250,000.00 per claim
Damage to other property due to subsidence or landslide	none	€ 5,000.00	€ 250,000,00 per claim
Accidental pollution	none	€ 5,000.00	€ 250,000.00
Damage due to interruption or suspension of activities	10%	€ 1,000.00	€ 250,000.00
Damage to underground pipes and installations	10%	€ 5,000.00	€ 250,000.00
Damage from aqueducts and sewerage	none	€ 5,000.00	€ 250,000,00
Third-party motor vehicles, stationary employees	none	€ 250.00	TPL policy ceilings
Damage to third-party premises and property found during works, as well as to the items of property on which the works are being carried out	10.	€ 500.00	€ 150,000.00
Items being delivered and in storage	10%	€ 500.00	€ 10,000.00 per claim
Fire damage	none	€ 1,000.00	€ 1,500,000.00
Damage due to theft	10%	€ 250.00	€ 50,000.00
Damage caused by non-compliance with the privacy law	10%	€ 2,500.00	€ 200,000.00 per claim and per annum

**Section 3 – Legislation governing claim management**

**Article 3.1 - Insured's obligations in the event of a claim**

In the event of a claim, the Contractor must give written notice to the Company within 30 (thirty) days of written notification to the Office responsible for the management of insurance contracts, in partial derogation from Article 1913 of the Italian Civil Code.

The Contractor shall have the obligation to give notice, within the above terms, when one of the circumstances giving rise to a claim occurs, both with regard to Third Party Liability (TPL) and Service Provider Liability (SPL).

### **Article 3.2 - Handling damage disputes - Legal expenses**

The Company handles damage disputes, both in extrajudicial and judicial proceedings, whether civil or criminal – also with reference to the proceedings referred to in Arts. 696 and 696 bis of the Italian Code of Civil Procedure, if and as applicable to the norms in force, and those of Italian Legislative Decree no. 28 of 04/03/2010 – in the name of the Contractor/Insured, designating in agreement with the same, lawyers or technicians, and making use of all rights and actions due to the Contractor itself, and this until the end of the judgement in progress at the time of the complete compensation of the injured person/s.

The Contractor shall have the right to handle the dispute through the State Attorney or the University's Legal Department. However, no settlement may take place without the written consent of the Insurance Company.

If compensation of the injured person/s occurs during the investigation, legal assistance will also be provided if the Public Prosecutor has already decided and/or requested that the Insured be indicted at that time.

The Company shall bear the legal expenses in the action brought against the Insured, within the limit of an amount equal to one quarter of the limit of liability established in the policy for the damage to which the petition relates. If the amount due to the injured party exceeds this limit, the expenses shall be shared between the Company and the Insured based on the respective interest.

The Company shall not pay for expenses incurred by the Insured for legal or technical counsels who have not been appointed by the Company and shall not be liable for any fines or penalties, nor criminal justice expenses.

### **Art. 3.3 – Claim management by the Company and settlement of deductibles**

The Company shall be responsible for the handling of disputes and for the payment of compensation in accordance with the contractual conditions for all damages, including those whose amount is wholly or partly within the amount of the Contractor/Insured's deductibles set out in this policy.

For such claims, the Contractor/Insured shall give the Company a broad and irrevocable mandate to deal with and also define the portion of compensation to injured parties covered by the excess and/or deductible; after settling the claim, the Company will collect from the Contractor, every six months, the amounts of the deductibles and/or excesses anticipated by means of a formal, documented and analytical request.

The Contractor shall pay within 60 days of receipt by the Contractor of the relevant document regularly issued by the Company.

Should the policy be cancelled for any reason before the contractual deadline, the above amounts will be requested by the Company on the date following the settlement of each individual claim and the Contractor undertakes to pay within 30 days of the Company's request.

### **Calculation of the premium and method of application of the adjustment – Economic Offer**

The Contractor shall pay the amount shown in the following table on signing this policy and on the subsequent annual deadlines. The number of students is given solely for the purpose of facilitating risk assessment for the company. The contract does not foresee adjustment of the premium at the end of each year.

Parameter	Preventive Data	Premium € unit gross	Gross annual premium €
<b>Number</b> of students on an annual basis	600 units		

**Co-insurance share**

The risk is distributed among the following companies according to the following percentages:

Company	Branch	Percentage retained

**Final provisions**

The present specifications having already been signed on every page by the Company when its tender was submitted, after the contract has been awarded, the Contractor accepts, in the event of any request for the execution of the service in advance pursuant to Art. 32, paragraph 8 of Italian Legislative Decree no. 50/2016 as amended and integrated, the validity of the contract in all respects, also as regards the contained rules, price, deadlines, and validity of the insurance cover.

The foregoing shall be without prejudice to the provisions of paragraph 9 below.

It is agreed between the Parties that, contractually, only the standards described in the technical specifications are understood as operative, and that these cancel and completely replace all the conditions mentioned and reported on the forms used by the Company. Only changes expressly stated in the offer shall be permitted.

The signature of the Contractor on such forms is valid only as an act of the currency of the agreement, the number assigned to the contract, the calculation of the premium and the processing of personal data.

Once the contract has been awarded, the Contractor shall give immediate notice to the Company which has won the tender.

The winning company shall add any share of the Coinsurers which must be attached to the specifications when the Legal Representative of the Contractor signs the agreement.

In the absence of such a document, the insurance cover will be assumed to be 100% of the delegate.

**Declaration**

For all legal purposes, and pursuant to Art. 1341 of the Italian Civil Code, the Contractor and the Company declare that they specifically approve the provisions of the following articles of the Insurance Conditions:

- Art. 1.2 - Statements relating to risk circumstances - Risk variation
- Art. 1.3 - Price review;
- Article 1.4 - Withdrawal.
- Art. 1.6 - Payment of the premium and start of the cover;
- Art. 1.8 - Duration of the contract;
- Art. 1.10 - Competent Court of Jurisdiction
- Art. 1.12 - Co-insurance and delegation;
- Art. 1.13 - Insurance with other insurers
- Art. 1.15 - Obligation to provide data on risk history
- Art. 1.21 - Temporal effectiveness of the cover – Claims made;
- Art. 2.2 - Clarification of qualification as third party;
- Art. 2.5 - Limitation and exclusion of embargoes and sanctions;
- Art. 3.1 - The Contractor’s obligations in the event of a claim

The Company

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The Contractor

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