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Motor Third-Party Liability Insurance Policy

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: 31/12/2026
To 24.00:00 on:30/06/2030

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

DEFINITIONS

Insurance Contract
The insurance contract containing the coverages provided under the policy.

Policy
The document evidencing and governing the insurance.

Policyholder
The entity entering into the insurance contract in its own name and in the interest of the entitled parties.

Insured
The Policyholder and any other party whose interest is protected by the insurance.

Company / Insurers
The insurance company or group of insurance companies underwriting the risk.

Broker
The insurance brokerage company entrusted, by mandate of the Policyholder, with the management of the insurance.

Owner
The registered owner in the Public Vehicle Register (PRA) or any person able to legitimately prove ownership.

Driver
The person driving the vehicle.

Premium
The amount payable by the Policyholder to the Company.

Law
Legislative Decree No. 209/2005, where expressly referred to as "Law".

Claim
The occurrence of the insured event.

Loss / Damage
The economic loss suffered by the Insured as a result of an insured event, without taking into account deductibles, excesses or limits of indemnity.

Total Loss
Damage or total loss of the insured vehicle, including cases where the damage is equal to or greater than 80% of the commercial value of the vehicle at the time of the loss.

Partial Loss
Damage where repair costs are equal to or less than 80% of the vehicle's commercial value at the time of the loss.

Risk
The probability of occurrence of a claim and the extent of potential loss.

Commercial Value
The value of the vehicle as determined by *Quattroruote* or, failing that, market value, including accessories and optional equipment.

Use / Circulation
The movement, parking or storage of the vehicle on public roads, public areas or equivalent private areas.

Indemnity / Compensation
The amount payable by the Company in the event of a claim.

Limit of Indemnity
The maximum compensation payable by the Company.

Deductible
The fixed amount deducted from the loss and borne by the Insured.

Excess
The percentage of the loss borne by the Insured.

Limit per Claim
The maximum liability of the Company per claim, regardless of the number of injured persons or damaged property.

Auto Other Risks (A.R.D.)
Insurance covering risks other than Motor Third Party Liability (RCA).

Property / Insured Assets
Assets covered by the insurance.

Glass
Windscreen, rear window, side windows, panoramic roof, mirror glass and other transparent materials.

Bonus/Malus
Tariff system based on premium increases or reductions linked to claims history.

GENERAL CONDITIONS

Article 1 – Term of Insurance – Extension – Termination
The Parties agree and mutually acknowledge that the Policyholder does not qualify as a consumer pursuant to Article 3 of Legislative Decree No. 206 of 6 September 2005, as amended (Consumer Code).
Accordingly, the provisions of Article 170-bis of the Italian Private Insurance Code shall not apply to the Parties, as confirmed by AVCP Determination No. 2 of 13 March 2013.
The insurance shall commence and expire as indicated on the Policy front page. The premium payable upon execution of the contract shall cover the period indicated therein.
The Policyholder shall have the right, prior to the natural expiry date, to request the Company to extend the present insurance until completion of the procedures for awarding the new insurance and in any event for a maximum period of four months.
The Company undertakes to grant such extension, for the above maximum period, under the same contractual and economic conditions in force, and the corresponding prorated premium shall be paid within 60 (sixty) days from the start of the extension.
Limits of indemnity, excesses, deductibles and any other annual limitations may be proportionally recalculated based on the duration of the extension, subject to agreement between the Parties at the time the extension is requested.
In any event, either Party shall have the right to terminate this insurance at each annual expiry by registered letter, telegram or certified electronic mail (PEC), digitally signed, to be sent at least four (4) months prior to the annual expiry date.
Following the availability of Consip agreements or framework agreements made available by central purchasing bodies (Article 1, paragraph 13 of Decree Law No. 95/2012, converted into Law No. 135/2012, as amended), the Policyholder reserves the right to withdraw from the insurance should it ascertain the existence of more advantageous conditions than those applied by the contractor, where the Company is unwilling to revise the premium in line with such initiatives.
Such withdrawal shall become effective upon the dispatch of appropriate notice, with a notice period of not less than 15 days.
In the event of withdrawal, the services already performed shall be paid to the contractor, together with 10% of the value of the services not yet performed.

Article 2 – Payment of the Premium and Endorsements with Premium Collection – Commencement of Insurance
The insurance shall commence and expire as indicated on the Policy front page.
The Policyholder shall be required to pay the first instalment of the premium within 60 days from the effective date of the policy; if the Policyholder fails to pay the premium within such 60-day period, the insurance shall take effect from 24:00 on the day of payment of the premium.
If the Policyholder fails to pay subsequent premiums, premium instalments or any endorsements involving an additional premium, the insurance shall be suspended from 24:00 on the 60th day following the relevant due date and shall resume effect at 24:00 on the day of payment, without prejudice to subsequent due dates and the Company's right to receive outstanding premiums pursuant to Article 1901 of the Italian Civil Code.
Pursuant to Articles 48 and 48-bis of Presidential Decree No. 602/1973, the Company acknowledges that:

the insurance shall remain valid also during the period of any checks carried out by the Policyholder pursuant to Ministry of Economy and Finance Decree No. 40 of 18 January 2008, including the 30-day suspension period provided for under Article 3 of said Decree;
any payment made by the Policyholder directly to the Collection Agent pursuant to Article 72-bis of Presidential Decree No. 602/1973 shall constitute valid payment for the purposes of Article 1901 of the Italian Civil Code vis-à-vis the Company.

The insurance coverage shall likewise remain in force until the completion of all checks and verifications that the Policyholder is required to perform in respect of the successful tenderer of the present policy concerning the fulfilment of all participation requirements set out in the tender notice and tender specifications, as well as those required by the applicable regulations governing the conclusion of contracts with Public Administrations pursuant to Articles 32 and 33 of Legislative Decree No. 50/2016, as amended, even where such checks and verifications exceed the grace periods provided for in this Article with regard to payment of the first premium instalment.

Article 3 – Broker clause
The Policyholder declares that it has entrusted the management of this Policy to ALPHA International Insurance Brokers S.r.l., having its registered office in Florence, Viale Don Giovanni Minzoni no. 44, acting as Insurance Broker pursuant to Legislative Decree No. 209/2005. The Parties mutually acknowledge that all communications relating to the performance of this insurance shall also be effected through the appointed Broker. Accordingly, the

Company acknowledges that any communication made by the Policyholder and/or the Insured to the Broker shall be deemed as having been made to the Company itself, and vice versa; likewise, any communication made by the Broker to the Company shall be deemed as having been made by the Policyholder and/or the Insured.
It is specified that, where communications from the Policyholder result in a contractual amendment, such amendment shall be binding on the Company only upon its written consent.
Exclusively with regard to notices of withdrawal, the Parties (the Policyholder and the Company) shall send such notice directly to one another, copying the appointed Broker for information purposes.
In the event of any discrepancy between communications made by the Broker and those made directly by the Policyholder to the Company, the latter shall prevail.
By virtue of the premium collection mandate granted by the Company, payment of the premium made in good faith to the Broker and to any persons for whom the Broker is responsible shall be deemed to have been made directly to the Company pursuant to Article 118, paragraph 2, of Legislative Decree No. 209/2005.
It is understood that such payment shall also have a full discharging effect pursuant to Article 1901 of the Italian Civil Code.
The Broker's remuneration shall not be borne by the awarded insurance companies, as the related fees shall be borne by the Contracting Authority in accordance with the terms set out in procedure No. NP/EUI/REFS/2025/005 for the provision of Insurance Brokerage Services.

Article 4 – Form of Communications and Amendments to the Insurance

All communications between the Parties shall be made in writing by registered letter, telex, fax, electronic mail, certified electronic mail (PEC), or any other appropriate means, and shall be addressed to the Broker.
Any amendments to the insurance must be evidenced in writing.

Article 5 – Declarations Relating to Risk Circumstances – Good Faith

Any inaccurate statements or omissions by the Insured relating to circumstances that affect the assessment of the risk may result in the total or partial loss of the right to indemnity, as well as the termination of the insurance, pursuant to Articles 1892, 1893 and 1894 of the Italian Civil Code, solely in cases of wilful misconduct.
It remains understood that the Company, once it becomes aware of aggravating circumstances resulting in a higher premium, shall be entitled to request the corresponding amendment of the policy conditions in force.

Article 6 – Changes in Risk

Failure to notify subsequent circumstances or changes that increase the risk shall not result in forfeiture of the right to indemnity, nor in any reduction thereof, nor in termination of the insurance pursuant to Articles 1892, 1893, 1894 and 1898 of the Italian Civil Code, provided that the Policyholder or the Insured has not acted with wilful misconduct.
It remains understood that the Company, once it becomes aware of aggravating circumstances resulting in a higher premium, shall be entitled to request the corresponding amendment of the policy conditions in force (premium increase effective from the date on which such aggravating circumstances become known to the Company or, in the event of a claim, premium adjustment for the entire insurance year).
The Company shall also be entitled to collect the premium difference corresponding to the increased risk not previously assessed due to unknown circumstances, from the date on which such circumstance occurred up to the last premium due date.
In the event that the Insured does not accept the new conditions, the Company shall have the right, within 30 days from receipt of the notice of non-acceptance, to withdraw from the insurance upon 60 days' prior notice.
In the event of a reduction in the risk, the Company shall be required to reduce the premium or subsequent premium instalments following notification by the Policyholder or the Insured pursuant to Article 1897 of the Italian Civil Code, and hereby waives the corresponding right of withdrawal. Premium adjustments in the event of an increase or reduction of risk shall be settled within the scope of the premium adjustment; in the event of a reduction in risk, the Company shall refund the portion of the premium paid and not accrued, net of taxes.

Article 7 – Competent Court

For any disputes relating to the application and performance of this insurance, jurisdiction shall lie, at the choice of the Policyholder, with the court of the place where the Policyholder has its registered office or that of the Insured, without prejudice to the provisions of Legislative Decree No. 28/2010, as amended.
For disputes relating to the performance of the insurance, jurisdiction shall lie with the judicial authority of the place where the Policyholder has its registered office, without prejudice to the provisions of Legislative Decree No. 28/2010, as amended.

Article 8 – Traceability of Financial Flows

The Company shall comply with all obligations set out in Article 3 of Law No. 136/2010, as amended, in order to ensure the traceability of financial flows relating to the Contract.
Should the Company fail to comply with the aforementioned obligations, this contract shall be terminated by operation of law pursuant to paragraph 9 of Article 3 of Law No. 136/2010.
The Company shall fully comply with the provisions of Article 3 of Law No. 136/2010, as amended. In such case, the termination of the contract shall not prejudice the coverage relating to claims occurring prior to the date of termination by operation of law, and the ordinary claims settlement process shall remain unaffected.

Article 9 – Interpretation of the Policy
It is agreed between the Parties that the interpretation to be applied to the provisions of this Policy shall be the broadest and most favourable to the Insured and/or the Policyholder.
Article 10 – Tax Charges
Any tax charges relating to the insurance shall be borne by the Policyholder.
Article 11 – Reference to Specific Conditions and Regulations
This insurance shall be governed not only by the provisions herein but also by the general and special conditions of Motor Third Party Liability Insurance and Motor Other Risks Insurance filed by the Company with IVASS, and, where applicable, by the corresponding tariffs in force at the time this insurance is entered into.
It is specified that such clauses shall apply by way of integration and shall not conflict with the provisions of the present specifications.
For all matters not otherwise regulated herein, the applicable provisions of law shall apply.
Article 12 – Data Protection
Pursuant to Legislative Decree No. 196/2003, as amended, the Parties consent to the processing of personal data contained in this Policy or arising therefrom, for purposes strictly connected with the fulfilment of the contractual obligations.
Article 13 – Co-insurance and Delegation
In the event of co-insurance, the insurance coverage shall be apportioned by shares among the Insurers indicated in the attached allocation schedule.
In the event of co-insurance, the Lead Insurer shall in any case and without exception be required to fulfil, directly and in full, all contractual obligations assumed towards the Policyholder and/or the beneficiaries arising from this contract, irrespective of any facts, events, circumstances of fact and/or law, or relationships affecting the Insurers among whom the risk has been apportioned.
The Lead Insurer shall therefore be expressly obliged to issue settlement statements for the full amount of claims and to provide the Policyholder/Insured with a receipt for the total amount of the indemnity, with the express exclusion of any joint and several liability.
By signing this Policy, the Co-insurers grant a mandate to the Lead Insurer to sign, also in their name and on their behalf, any act relating to the management of the contract (endorsements, amendments, addenda, extensions of cover, changes to limits of indemnity, sums insured, etc.), expressly acknowledging as valid and fully effective vis-à-vis themselves all acts of management carried out by the Lead Insurer by virtue of and/or in connection with this Policy.
In particular, all communications relating to the Contract, including those concerning withdrawal and/or termination, claims handling and collection of policy premiums, shall be deemed to have been made to or received by the Lead Insurer in the name and on behalf of all Co-insurers.
Article 14 – Fleet (Register-Based) Coverage
This insurance is based on a fleet register (libro matricola), in which the vehicles to be insured, both initially and subsequently, are recorded, provided that they are registered in the Vehicle Register (P.R.A.) in the name of the Policyholder or that the Policyholder, although not being the registered owner, has an insurable interest therein, as such vehicles are used for the institutional purposes of the Policyholder.
In the event of replacement of a vehicle, the replacement vehicle shall be assigned the same class of merit as the vehicle it replaces.
For vehicles included in cover during the insurance period, the premium shall be determined on the basis of the costs agreed during the tender procedure and recorded in the fleet register.
The exclusion of vehicles—permitted only as a result of sale, theft, destruction, dismantling or permanent export—must be accompanied by the return of the relevant certificates and insurance tags.
For inclusions, coverage shall take effect from the date and time requested by the Policyholder, provided that such date and time are not earlier than the date and time of receipt of the notification by the Company.
Exclusions shall take effect at 24:00 on the date shown by the postmark of the registered letter by which they are notified or, in any event, at 24:00 on the date of return to the Company of the insurance certificate and insurance tag.
Where the Policyholder, acting in good faith, provides incorrect, incomplete or inaccurate declarations, the Company shall nevertheless recognise the full validity of the coverage, without prejudice to its right to claim any additional premium due and not collected.
The premium for each vehicle shall be calculated on a 1/360 basis for each day of coverage.
Premium adjustment shall be carried out by the Company for each insurance period within 120 (one hundred and twenty) days from the end of such period.
Both any premium difference resulting from the adjustment and the amount due by the Policyholder for the subsequent instalment shall be paid within 60 (sixty) days from the date on which the Policyholder receives the relevant document duly issued by the Company.
Article 15 – Territorial Scope – Validity of Coverage Abroad

This insurance shall be valid within the territory of the Italian Republic, the Vatican City State, the Republic of San Marino and the Member States of the European Union, as well as within the territory of Norway, Iceland, Hungary, the Principality of Monaco, Slovenia, Switzerland, Liechtenstein and Bosnia and Herzegovina.
The insurance shall also apply in all other countries participating in the Green Card System whose international distinguishing codes, as indicated on the International Motor Insurance Certificate (Green Card) issued by the Company together with the Insurance Certificate and insurance tag, are not crossed out.
Coverage shall operate in accordance with the conditions and within the limits provided for by the individual national legislations governing compulsory Motor Third Party Liability insurance, without prejudice to the broader coverages provided under this Policy.

Article 16 – Gross Negligence of the Insured

The Company shall also be liable for damages arising from gross negligence of the Policyholder/Insured as well as of the vehicle driver.

Article 17 – Wilful Misconduct and Gross Negligence

The Company shall be liable for damages caused by wilful misconduct and gross negligence of the persons for whom the Policyholder or the Insured is legally responsible.

RULES APPLICABLE IN THE EVENT OF A CLAIM

Article 18 – Obligations of the Policyholder – Notification of the Claim

In the event of a claim, the Policyholder shall notify the Company thereof, by way of derogation from Article 1913 of the Italian Civil Code, within 30 (thirty) days from the date on which it became aware of the claim, indicating the date, the place where it occurred and a description of the event.
The Policyholder undertakes, as soon as the relevant information becomes available, to submit to the Company:
in the case of Motor Third Party Liability (RCA) claims, any witness details, further information and/or documentation, as well as any communications and/or judicial acts relating to the claim;
in the case of claims attributable to the Motor Other Risks (A.R.D.) Sections, an indication of the consequences and the extent—at least approximate—of the damage, together with the name and address of any witnesses.
The Company reserves the right to arrange for an expert appraisal of the damaged vehicle.
Where the appraisal is carried out by an expert appointed by the Company within five days from receipt of the claim notification, and only upon expiry of such period, the Insured shall be entitled to proceed directly with the repairs, provided that the Company is notified thereof by registered letter with return receipt and/or telex, without prejudice to the obligations set forth in the article “Repairs – reinstatement in kind”.
The Insured is also entitled to carry out immediate emergency repairs necessary to move the damaged vehicle to a garage or the nearest repair shop; however, the Insured shall be obliged to preserve the traces and remains of the loss until the damage has been assessed by the Company.
Under penalty of forfeiture of the right to indemnity, the Insured may not enter into direct settlements with the liable Third Party, nor obtain from the same any compensation, even partial, without the Company’s consent.
Where applicable under the relevant provisions, the claim notification must be submitted using the prescribed form, in accordance with IVASS regulations.

Article 19 – Procedure for the Assessment of Damage and Losses

In the event of a claim attributable to the Motor Other Risks (A.R.D.) Sections, the amount of the loss shall be determined by agreement between the Parties, either directly or, at the request of either Party, by means of experts appointed—one by the Company and one by the Insured—by a single written appointment.
The two experts shall appoint a third expert in the event of disagreement, or earlier at the request of one of them.
The third expert shall intervene only in the event of disagreement, and decisions on disputed matters shall be taken by majority vote.
Each expert shall be entitled to seek assistance or support from other persons, who may participate in the appraisal operations without any voting rights.
If either Party fails to appoint its expert, or if the two experts do not agree on the appointment of the third expert, such appointment shall be made, at the request of either Party, by the President of the Court having jurisdiction over the place where the claim occurred.
Each Party shall bear the costs of its own expert.
The experts’ decision shall be final and binding, without recourse to judicial formalities, and shall be binding upon the Parties even if the dissenting expert has not signed it.
The costs of the third expert, where appointed, shall be borne equally by the Parties.

Article 20 – Determination of the Amount of Damage and of the Indemnity

In the event of a claim attributable to the Motor Other Risks (A.R.D.) Sections, the amount of the damage shall be determined as the difference between the commercial value of the vehicle, or of its parts, at the time of the claim and the value, if any, remaining of the vehicle or of the damaged parts after the claim, without taking into account storage costs, loss of use, loss of enjoyment or any other consequential losses, and the value of the vehicle prior

to the claim.
Commercial value shall mean the value shown in the Quattroruote valuation of the latest edition prior to the occurrence of the claim, increased by the value of the optional equipment installed at that time. In the event that such valuation is unavailable or discontinued, the commercial value shall correspond to the prevailing market value.
In determining the amount of the damage, account shall be taken of the impact of VAT, insofar as it is borne by the Insured and included in the insured value.
In any event, expenses for modifications, additions or improvements made to the vehicle at the time of repairs and/or reinstatement shall be excluded from indemnity.
Optional equipment and accessories permanently installed on the vehicles shall be included, provided that their value is included within the insured sum.
In the event of total loss of the vehicle or partial damage occurring within 12 (twelve) months from the date of first registration, the amount of the loss shall be determined without applying depreciation for wear and tear, provided that the insured sum, inclusive of VAT, corresponds to the purchase price of the vehicle as per the relevant invoice.
In the event of total loss occurring more than 12 (twelve) months after the date of first registration, the Company shall indemnify, within the limit of the insured sum, the commercial value of the vehicle at the time of the claim, as defined above.
In the event of partial damage occurring more than 12 (twelve) months after the date of first registration, the Company shall indemnify, within the limit of the insured sum, the commercial value of the vehicle at the time of the claim, as defined above, applying depreciation for wear and tear to consumable parts.
In both cases of total or partial damage, the Company shall pay the indemnity to the Insured after deducting from the amount payable any excess provided for under the Policy.

Article 21 – Repairs – Reinstatement in Kind

In the event of a claim attributable to the Motor Other Risks (A.R.D.) Sections, save for urgent repairs necessary to move the damaged vehicle to a garage or repair workshop, the Insured shall not carry out any repairs prior to obtaining the Company’s consent.
The Company shall have the right to arrange directly for the repairs necessary to restore the damaged vehicle, as well as to replace the vehicle or its parts, or to take ownership of what remains of the vehicle after the claim by paying the corresponding value thereof.
By way of derogation from the above, the Policyholder is authorised to carry out the repairs necessary in order to avoid interruption of a public service.

Article 22 – Recovery of Stolen Property

In the event of a claim attributable to Section II – Fire and Theft, should the property (vehicle and/or its parts) be recovered in whole or in part, the Insured shall notify the Company as soon as it becomes aware thereof.
Recovered property shall become the property of the Company if the Company has paid the indemnity, unless the Insured reimburses to the Company the full amount received by way of indemnity in respect of such property.
Where recovery occurs prior to payment of the indemnity, the Company shall be liable solely for any damage suffered by the recovered property as a result of the theft.
Upon receipt of the indemnity from the Company, the Insured undertakes to grant the Company an irrevocable power of attorney to sell the insured vehicle should it be recovered, authorising the Company to retain the proceeds of the sale and, in any event, to place such amount at the Company’s disposal.

Article 23 – Management of Legal Proceedings

The Company, for the protection of the rights and/or interests of the Policyholder and/or the Insured, shall assume the management, both out of court and in court, of legal disputes in any forum where compensation for damage is claimed, appointing, where necessary, lawyers or technical experts.
The Company shall not recognise expenses incurred by the Insured for lawyers or technical experts not appointed by the Company, nor shall it be liable for fines or penalties or for criminal court costs.
The Company shall also provide assistance in criminal proceedings and shall bear the related costs as provided for under Article 1917 of the Italian Civil Code, even after any settlement with the injured party or parties, and up to the exhaustion of the level of proceedings pending at the time when the loss is settled.
In all cases, defence costs shall be borne by the Company up to a maximum amount equal to one quarter of the insured limit.

Article 24 – Arbitration Clause

In the absence of agreement on the settlement amount, the matter shall be referred to two experts, one appointed by each Party.
If disagreement persists, the two experts shall appoint a third expert; decisions shall be taken by majority vote.
If one Party fails to appoint its expert, or if the experts fail to agree on the appointment of the third expert, the appointment shall be made, at the request of the more diligent Party, by the President of the competent Court.
Each Party shall bear the costs of its own expert; the costs of the third expert shall be borne half by the Policyholder, who authorises the Company to settle and pay such costs and to deduct the portion borne by it from the indemnity due.

Article 25 – Waiver of Right of Recourse
By way of partial derogation from the provisions set out in the following article on Exclusions, the Company hereby waives its right of recourse against:
a) the Policyholder, in the following cases:
in the event of damage suffered by transported Third Parties, where transport is not carried out in compliance with the applicable provisions or with the indications set out in the Vehicle Registration Certificate;
where the vehicle is driven by a person under the influence of alcohol or narcotic substances, or in respect of whom a penalty has been imposed pursuant to Articles 186 and 187 of Legislative Decree No. 285 of 30 April 1992;
where the driver's driving licence has been suspended, revoked or not renewed, provided that the Policyholder was not aware of such circumstance;
b) the Policyholder and the Driver,
where the vehicle is used for the carriage of goods, as a result of the non-applicability of coverage for bodily injury suffered by transported persons who are not engaged in the use of or the transport of goods on the vehicle.
Article 26 – Claims Reporting
The Company undertakes to provide the Policyholder, on 30 April and 31 October of each year, with a detailed claims report structured as follows:
list of Reported Claims;
Outstanding Claims, indicating the reserved amount to be maintained, both in electronic records and paper documentation, including after settlement or closure of the claim with "no follow-up";
Settled Claims, indicating the amount paid;
Claims with No Further Action.
Each claim shall include the date on which the claim file was opened with the Company, the date of occurrence of the reported claim, identification of the damaged vehicles and their registration numbers, the type of event and the date of any closure of the file following settlement or for any other reason.
Monitoring shall be provided on a progressive basis, i.e. continuously and in an updated manner, from the inception of coverage until all claim files have been fully closed.
The obligations described above shall also remain in force after the final expiry of the contract, upon formal written request by the Policyholder, including through the Broker, to be submitted annually starting from the date of termination of the Policy.
Article 27 – Statement of Claims History
At each annual expiry of the contract, within the time limits provided for by IVASS regulations, the Company shall issue to the Policyholder a statement containing:
the name of the Company;
the name, legal name or business name of the Policyholder;
the insurance contract number;
the tariff formula on the basis of which the contract was entered into;
the expiry date for which the statement is issued;
the number of claims, if any, occurring during the previous five years;
where the contract provides for premium variations at each annual expiry depending on the occurrence of claims during the observation period, the originating merit class and the class allocated for the subsequent insurance year;
where the contract concerns a motor vehicle and is subject to the Bonus/Malus clause, the merit class assigned for the subsequent insurance year as determined according to the Bonus/Malus scale set out in CIP Measure No. 10 of 5 May 1993, as amended;
the vehicle registration number or, where not prescribed, the identification data of the chassis and engine of the vehicle for which the contract was entered into;
the signature of the insurer.
Where the contract is entered into with risk shared among several companies, the statement shall be issued by the Lead Insurer.
The Company shall not issue the statement in the following cases:
suspension of coverage during the contract period;
contracts having a duration of less than one year;
contracts having effectiveness of less than one year due to non-payment of a premium instalment;
contracts cancelled or terminated prior to the annual expiry;
assignment of the contract following sale of the insured vehicle.
The Policyholder shall deliver the statement of claims history to the insurer at the time of entering into another contract for the same vehicle to which the statement refers, even where the new contract is entered into with the same Company that issued it.
Article 28 – Direct Compensation Procedure (Article 149 of the Code)
Where the insured vehicle is involved, within the territory of the Italian Republic, in a collision with another identified, registered and compulsorily insured motor vehicle, resulting in damage to the vehicle and/or minor bodily injuries

(Article 139, paragraph 2 of the Code) to the driver, the direct compensation procedure (Article 149 of the Code) shall apply, allowing the Insured to be compensated directly by the Company.
Such procedure shall also apply, under the same conditions, to claims occurring within the territory of the Republic of San Marino and the Vatican City State, even in the event of a collision with a vehicle registered in those States.
In all other cases, or where the collision involves a vehicle registered abroad, the ordinary compensation procedure provided for under Article 148 of the Code shall apply.
Where the requirements set out under Article 149 of the Insurance Code are met, the Company shall promptly and directly compensate the Insured, to the extent of its liability, for the damage suffered.
Where the requirements for activation of the direct compensation procedure are not met, the Company shall, within 30 days from receipt of the compensation claim, inform the Insured accordingly and forward the collected documentation to the insurer of the counterparty vehicle involved in the claim (Article 11 of Presidential Decree No. 254 of 18 July 2006 implementing Articles 149 and 150 of the Code).
In such case, the request for compensation shall be resubmitted by the Insured to the insurer of the party liable for the claim and to the owner of the vehicle involved, by registered letter with return receipt, using the attached compensation claim form, thereby activating the compensation procedure provided for under Article 148 of the Code.

Article 29 – Ordinary Compensation Procedure (Article 148 of the Code)

Where the direct compensation procedure referred to in the preceding Article does not apply, the request for compensation for the damage suffered shall be submitted by the Insured directly to the insurer of the liable party and to the owner of the counterparty vehicle, by registered letter with return receipt, using the appropriate compensation claim form.

Article 30 – Compensation Procedure for Transported Third Parties (Article 141 of the Code)

In the event of a claim involving bodily injury to third parties transported on board the insured vehicle, the injured party shall always submit the compensation claim directly to the Company, with a copy sent to the owner of the vehicle, by registered letter with return receipt.
Compensation for such damage shall be paid directly by the Company, in accordance with the provisions of Article 141 of the Code.

SECTION 1 – MOTOR THIRD PARTY LIABILITY (RCA)

Article 31 – Scope of Insurance

In accordance with the provisions of the Insurance Code, the Company covers the risks of civil liability for which insurance is compulsory, undertaking to pay, within the agreed limits, the amounts which may be due, by way of principal, interest and costs, as compensation for damage involuntarily caused to third parties as a result of the circulation of the vehicles described in this contract.
The insurance shall also cover liability for damage caused by the circulation of vehicles in equivalent private areas.
Liability risks arising from the participation of the vehicle in races, sporting competitions or related practice sessions shall not be covered.

Article 32 – Limits of Indemnity

In compliance with the amended Article 128 of the Italian Private Insurance Code, the limits of indemnity for bodily injury and property damage shall be those agreed in the Policy.
Where an aggregate limit has been agreed under the Policy, if the limits applicable to bodily injury and property damage are not used, in whole or in part, for the purposes for which they are respectively intended, the remaining insured amount shall be used by the Company to provide coverage for the damage up to the aggregate limit, which shall constitute the maximum liability of the Company.
The selected limits of indemnity, per claim and regardless of the number of victims, adjusted in accordance with the applicable legislation, shall be as follows for each individual vehicle:
Buses and school buses: single limit of €15,000,000.00 per claim/year
All other vehicles: single limit of €10,000,000.00 per claim/year

Article 33 – Exclusions

Without prejudice to the provisions set out in the article "Waiver of Right of Recourse", the insurance shall not apply: where the driver is not duly licensed in accordance with the applicable laws; however, insurance coverage shall remain fully valid:
a) where the licence has been duly obtained but is not yet in the possession of the Insured, or where it has not been renewed, provided that it is renewed within three (3) months from the expiry date;
b) where the driver of vehicles requiring a service licence and used for testing purposes is enrolled in a course organised by duly authorised public or private bodies, preparatory to sitting the examination for obtaining the special licence, as evidenced by the Policyholder's records and by a declaration to that effect signed by the Chief of the Municipal Police of the authority where the driver is employed; in such case, the Company also waives any right of recourse during the examination period.
By way of partial derogation from the General Policy Conditions, coverage shall remain fully valid for persons who have successfully passed the qualifying examination for obtaining the service licence issued pursuant to Article 139

of the Highway Code, but have not yet received the licence document;
in the case of vehicles used as driving school vehicles, during instruction driving, where no duly authorised instructor is seated next to the learner driver in accordance with applicable law;
in the case of vehicles bearing a test registration plate (targa prova), where circulation takes place in breach of the provisions governing the use of such test registration plates;
in the case of vehicles hired with driver, where the hire service is carried out without the required licence or where the vehicle is not driven by the owner or by an employee thereof;
in the case of insurance covering liability for damage suffered by transported third parties, where transport is not carried out in accordance with the applicable legal provisions and the indications set out in the vehicle registration certificate;
in the case of a vehicle driven by a person under the influence of alcohol or narcotic substances, or in respect of whom a sanction has been applied pursuant to Articles 186 and 187 of Legislative Decree No. 285 of 30 April 1992.
In the foregoing cases, and in all other cases where Article 144 of the Insurance Code applies, the Company shall exercise its right of recourse against the liable party for the amounts it has paid to third parties as a result of the non-enforceability of exclusions provided for under the said Article.

RULES GOVERNING INSURANCE UNDER SECTION 1 – RCA (COVERAGES ALWAYS IN FORCE)

This insurance is arranged on the basis of the following tariff formulas.
The status of claims recorded during the observation period relating to the current insurance year is reported on the basis of the tariff formulas applied to the insured vehicles; upon award of the contract, the merit classes assigned for the new insurance period shall be communicated.
All applied tariffs are deemed to refer to the territorial area in which the Policyholder has its registered office.
Insurance coverage shall also apply to damage arising from gross negligence of the Insured, as well as to damage arising from wilful misconduct and gross negligence of persons for whom the Insured is legally responsible.
In any event, the right of the Policyholder to exercise recourse, where the conditions set out by law and applicable regulations so permit, remains unaffected pursuant to Article 22, paragraph 2, of Consolidated Act No. 3/1957 and other provisions and regulations applicable to Public Administrations.
The premium shall be determined on the basis of the data stated in the Policy with reference to the vehicle, the owner thereof (in the case of leasing contracts, the lessee), the Policyholder and any other parties indicated in the Policy.
The Policyholder shall notify the Company of any changes to the above data occurring during the term of the contract.

Article 34 – Bonus/Malus
This insurance is issued under the Bonus/Malus formula.
For the purposes of applying the evolutionary rules, the following periods of effective coverage shall apply:
First period: commencing on the effective date of the insurance and ending 60 days before the expiry of the insurance period corresponding to the first full annual premium period;
Subsequent periods: lasting twelve months, commencing upon expiry of the preceding period.
Article 35 – Premium Increase Due to Claims Experience – Malus (Fixed-Rate Vehicles) – Static Risk of Trailers – Pledge Endorsements
A) Fixed Tariff – Premium Increase Due to Claims Experience (Malus)
Where the contract, issued under a fixed-premium tariff, relates to vehicles intended for the carriage of goods—excluding trailers and mopeds—used for special purposes or specific transport, the following rules shall apply:
where 2 claims have been paid during the observation period, the premium payable for the immediately following insurance year shall be increased by 15%;
where 3 or more claims have been paid during the same observation period, the premium payable for the immediately following insurance year shall be increased by 25%.
The provisions set forth in IVASS Regulation No. 4/2006, as amended, and the relevant annexes shall apply.
B) Static Risk – Trailers, Semi-trailers, Operating Machinery and Towed Carts
Coverage shall apply exclusively to damage to third parties caused by the vehicle while stationary and detached from the towing vehicle, provided that it is identified by its own registration plate or chassis number, as well as to damage arising from manual manoeuvres, manufacturing defects or maintenance defects.
When the trailer is in circulation and attached to the towing vehicle, damage caused to third parties shall be covered by the Motor Third Party Liability policy of the towing vehicle.

C) Pledge Endorsements
Where the insured vehicle is used by the Policyholder under a leasing contract, or similar arrangements, a pledge endorsement shall be issued at the request of the Policyholder or the vehicle owner free of charge.

Article 36 – Claims Observation Period

For the purposes of applying the evolutionary rules referred to in the preceding Articles, the following periods of effective coverage shall apply:
First period: commencing on the effective date of the insurance and ending two months prior to the expiry of the insurance period corresponding to the first full annual premium period;
Subsequent periods: lasting twelve months, commencing upon expiry of the previous period.

Article 37 – Transfer of Ownership of the Vehicle

The transfer of ownership of the vehicle or vessel shall not entail the assignment of the insurance contract.

Article 38 – Replacement and Duplicate of Certificate and Insurance Tag

Where replacement of the insurance certificate or insurance tag becomes necessary, the Company shall issue the replacement subject to the Policyholder’s obligation to return the replaced documents. Where the issuance of duplicate documents is required, the provisions of the applicable law and subsequent amendments shall apply.

Article 39 – Termination of Coverage in the Event of Vehicle Theft

Pursuant to Article 122, paragraph 3, of the Code, in the event of total theft of the vehicle or vessel, the insurance relationship relating thereto shall be terminated with effect from 24:00 on the day on which the theft is reported to the competent authorities.
Any damage caused by the circulation of the vehicle after that time shall be compensated by the Road Accident Victims Guarantee Fund pursuant to Article 283 of the Code.
The Policyholder/Insured shall be entitled to reimbursement of the corresponding portion of the net premium paid and not accrued, excluding the portion relating to theft, subject to the timely submission to the Company of a copy of the theft report filed with the competent authorities.

Article 40 – Termination of Coverage in Case of Sale, Destruction, Dismantling or Permanent Export of the Vehicle

In the event of termination of risk resulting from sale, destruction, dismantling or permanent export of the insured vehicle, or permanent cessation of its circulation, the Policyholder shall notify the Company accordingly and return the insurance certificate, insurance tag and Green Card.The Policyholder shall also submit to the Company:
in the event of destruction, permanent export or permanent cessation of circulation of the vehicle, certification evidencing the return of the vehicle registration document and license plates;
in the event of dismantling, a copy of the certificate evidencing delivery of the vehicle to one of the entities designated under applicable law for dismantling;
in the event of sale, certification evidencing delivery of the vehicle to one of the entities designated under applicable law or to a third party evidencing the sale.

Article 41 – Vehicle Replacement

Replacement of the vehicle shall be permitted only in the event of sale, theft, robbery, misappropriation, dismantling, destruction or permanent export of the vehicle, provided that inclusion and exclusion operations occur simultaneously.

Article 42 – Loading and Unloading Operations

The Company shall insure the Policyholder’s liability for damage involuntarily caused to Third Parties arising from loading and unloading operations between the ground and the vehicle, and vice versa, even if performed using mechanical means or devices, excluding damage to goods being transported or held in custody, provided that such mechanical means or devices are permanently installed on the vehicle and provided for at the time of registration and/or subsequently recorded in the vehicle registration document.
Persons transported on the vehicle and those taking part in the above operations shall not be considered Third Parties.

Article 43 – Special Vehicles for Persons with Disabilities

Coverage shall also apply to passengers during boarding and alighting operations carried out with the assistance of mechanical devices.

Article 44 – Pollution Damage

By way of extension to the Motor Third Party Liability insurance relating to the circulation of the vehicle, the Company undertakes to indemnify the Insured for amounts payable, as civilly liable under law, by way of compensation for damage involuntarily caused to Third Parties as a consequence of environmental pollution caused by the accidental leakage of liquid and/or gaseous substances from the identified vehicle (necessary for its operation), while the vehicle is in circulation.

Environmental pollution damage shall mean damage resulting from contamination of air, water or soil caused by the aforementioned substances.
The limits of liability and any contractual deductible applicable to this cover shall be equal to those provided for the Motor Third Party Liability cover granted by the Company.
This coverage shall not apply:
where the identified vehicle is not insured under a Motor Third Party Liability policy issued by the Company;
to damage to property of Third Parties held by the Insured under any title of custody or possession;
to damage resulting from refuelling or emptying operations of the fuel tanks of the identified vehicle carried out in breach of applicable legal provisions;
where the injured Third Parties are not considered as such under the Code in relation to the Insured, or where the injured persons are employees or dependent persons of the Insured and suffer damage in the course of employment or service.

Article 45 – Civil Liability of Passengers

The Company shall indemnify the Insured and the Driver for civil liability arising from circulation of the contractually identified vehicle in respect of liability towards transported persons, for damage caused to Third Parties not transported on the identified vehicle during circulation.
The limits of liability and any contractual deductible applicable to this cover shall be equal to those provided for the Motor Third Party Liability cover granted by the Company.
This coverage shall not apply:
where the identified vehicle is not insured under a Motor Third Party Liability policy issued by the Company;
to damage caused to property of Third Parties held by the Insured or by the transported persons under any title of custody or possession;
where the injured Third Parties are not considered as such under the Code in relation to the beneficiaries of the coverage.

Article 46 – Third-Party Recourse from Fire

In cases where the Insured is held liable as a result of fire, explosion or bursting of the insured vehicle, even where the vehicle is not in circulation within the meaning of the Code, the Company shall indemnify material and direct damage caused by such events to the property of Third Parties.
Damage to property in the use, custody or possession of the Insured shall be excluded, with the sole exception of the premises used for housing the vehicle.
The Company shall indemnify such damage up to a maximum amount of €300,000.

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List of vehicles updated as of 31/03/2026:

N.	CATEGORY	BRAND AND MODEL	PLATE	CC	KW	VALUE	CV	Tariff	Alim	FIRE/ THEFT	KASKO
1	Motor car	MERCEDES VITO 2.2	**CD2176XH**	2143	100	€ 8.000	21	B/M	D	included + Glass, Natural and Socio-Political Events, Legal Protection, Assistance	PRESENT
2	Motor car	SKODA SUPERB 2.0	**CD1660XH**	1968	110	€ 9.000	20	BM	D	Included + Glass, Natural and Socio-Political Events, Legal Protection, Assistance	PRESENT
3	Motor car	PEUGEOT 208	**GL616YZ**		57	€ 18.400		B/M	E	Included + Glass, Natural and Socio-Political Events, Legal Protection, Assistance	PRESENT
4	Quadricycle	RENAULT TWIZY URBAN	**DR07438**		8	€ 2.500		B/M	E	Included + Legal Protection, Assistance, Recovery and Pecuniary Losses	NOT REQUESTED
5	Quadricycle	RENAULT TWIZY URBAN	**DR07421**		8	€ 2.500		B/M	E	Included + Legal Protection, Assistance, Recovery and Pecuniary Losses	NOT REQUESTED
6	Quadricycle	RENAULT TWIZY INTENS BLACK	**EV97310**		8	€ 6.000		B/M	E	Included + Legal Protection, Assistance, Recovery and Pecuniary Losses	NOT REQUESTED
7	Quadricycle	RENAULT TWIZY INTENS BLACK	**ET78804**		8	€ 6.000		B/M	E	Included + Legal Protection, Assistance, Recovery and Pecuniary Losses	NOT REQUESTED

Final Provision

It is agreed that only the present typewritten provisions shall apply.

The signature affixed by the Policyholder on printed forms provided by the Insurance Company shall be deemed solely as an acknowledgment of the premium and of the allocation of the risk among the Companies participating in the co-insurance arrangement.

The Company **The Policyholder**

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