

BATCH 2

**INSURANCE
POLICY
CIVIL LIABILITY SUNDRY RISKS**



**UNIVERSITÀ
di VERONA**

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PREAMBLE

It is understood that only these typewritten norms shall apply. The signature of the Contracting Party on the printed forms provided by the Insurance Company shall only apply as acknowledgement of the insurance premium and subdivision of the risk among the companies participating in the Co-insurance (if any).

SECTION 1 - DEFINITIONS AND DESCRIPTION OF THE BUSINESS ACTIVITY

Art.1 - Definitions

Insurance year or insurance period	The period between the starting date and the date of first yearly expiry, or the period between two subsequent yearly expiry dates, or the period between the last yearly expiry date and the date of insurance termination.
Insured party	The University of Verona (intended as a unitary entity without distinction of internal or related bodies) as well as all the parties to which the University must respond, including all natural persons, the Contracting party's employees and others on whom the University relies in order to carry out its activities, including - by way of non-limiting example - the Directors, Board Members, Rector, employees, teachers, experts, students, PhD students, fellows, researchers, scholarship recipients, attendees, interns, trainees and volunteers.
Additional insured party	A person qualified as such in the contractual text
Insurance	The insurance contract
Broker	Willis Italia S.p.A. as agent, appointed by the Contracting party for the management and execution of the contract, and acknowledged by the Company.
Contracting party	The person who stipulates the insurance shown on the title page of this policy
Things	Both material objects and animals
Material Damage	The economic damage resulting from any destruction, deterioration, alteration or total or partial damage of a thing
Property damage	Economic damage suffered by third parties occurring without material or bodily damages
Bodily damage	Economic damage resulting from injury or death of persons including damage to health or biological damage as well as moral damage
Maximum amount per accident	The maximum exposure of the Company for each accident, regardless of the number of persons who have died or who have suffered injuries or damage to their property
Policy	The document that certifies the insurance
Insurance premium	The amount due by the Contracting Party to the Company
Employees (university staff)	<p>All natural persons on whom, in compliance with current legislation on the employment relationship or conditions, the Insured relies in carrying out the insured activity, including those for whom the obligation for payment of the INAIL national insurance premium, pursuant to the law, lies with persons other than the Insured party.</p> <p>The following are not included in this definition, regardless of the relationship with the Insured party:</p> <ol style="list-style-type: none"> a. tradespeople, sales agents, freelancers in general and, in any case, any other person holding a VAT number. b. Other natural persons who, pursuant to the law, are subject to the management and coordination of third-party companies in relation to the Insured party, such as, by way of non-limiting example, persons on whom the Insured party relies for procurement contracts.

Gross salaries for the purpose of calculating the premium	Gross salary is conventionally understood as the amount, gross of social security withholdings, that University employees with mandatory INAIL national insurance and those not under INAIL insurance actually receive in return for their services, as well as the gross emoluments paid by the Contracting party to collaborators in a coordinated and ongoing form.
Claim for compensation	Any written request and/or out-of-court proceeding brought by any natural or legal person against the Insured party aimed at obtaining compensation for damage;
Refund	The amount due by the Company in the event of an accident, pursuant to this contract
Risk	The probability that an accident occurs and the extent of the damages that may derive from it.
Uncovered amount	The percentage of damage that shall remain to the charge of the Insured Party
Uncovered amount and/or Excess	The percentage of damage (uncovered amount) or fixed amount (excess) that shall remain to the charge of the Insured Party
Accident:	The occurrence of the damage event for which insurance is provided
Company:	The Insurance Company that guarantees the risk and Co-Insurance Companies, if any.

Art.2 – Insured business activity and risk description

The insurance provides coverage for civil liability incurred by the University of Verona (www.univr.it) in the performance of its institutional activities, both ordinary and extraordinary, and those that are ancillary, connected and related, preliminary, complementary or consequent to its main activities, or in any case performed with any means deemed useful or necessary, in the University or on third-party sites, without exclusion or exception, except for the exclusions expressly indicated in the policy.

The guarantee shall apply to all the activities carried out in accordance with Statute, Law, Regulations or Resolutions, including provisions issued by the Contracting party's bodies, as well as any present and future changes and/or additions; by way of non-limiting example, it is understood to include teaching, research, design, consultancy and experimentation in every sector, including the medical, veterinary, agricultural, engineering and scientific sectors.

The guarantee shall also apply to civil liability that may be incurred, for any reason, by the University of Verona, through activities conducted while participating in Bodies or Consortia or making use of third parties or contractors/subcontractors, for acts committed by other Bodies, by companies and/or persons specifically appointed to perform or manage services and works on behalf of the Contracting University.

Art. 3 - Identification of the Insured parties

For the identification of the Insured parties, reference will be made to the documents or records held by the Contracting party, which undertakes, in the event of an accident, to provide a copy to the Company upon request.

Art. 4 - Additional insured party

Following subscription of the "**Research Subcontract no. 51790115**" stipulated between "Cold Spring Harbor Laboratory" and "Centro di Ricerca ARC-NET of the University of Verona" for activation of the project referred to as "Organoid Models of Pancreatic, Breast and Colorectal Cancer Model Development Center" the Company acknowledges the following Parties, up to the end of the project envisaged on 31.12.2020 (subject to extensions), as additional insured party:

- Cold Spring Harbor Laboratory** (One bungtown Road, Cold Spring Harbor, NY 11724 USA) including their officers and employees;
- Leidos Biomedical Research Inc.** (Frederick National Laboratory for cancer Research, Post Office Box B, Frederick, MD 21702-1201 USA) including their officers and employees;

It should be noted that the activities of the ARC-NET Research Centre involve the use of laboratory methods for the generation of cell cultures from surgical resection samples.

The Company undertakes to inform the additional Insured Parties of the non-renewal of the contract in question upon the

expiration of the annual deadlines with the University. The Company shall not be bound to notify additional Insured Parties of the contract termination upon its natural expiry.

SECTION 2 - GENERAL RULES GOVERNING THE CONTRACT

Art.1 - Declarations concerning the risk circumstances

Any non-exact or reticent declarations by the Contracting Party concerning circumstances that affect risk assessment may lead to total or partial loss of the right to indemnification, as well as to termination of the insurance policy pursuant to Art. 1892, 1893 and 1894 of the Italian Civil Code.

The Contracting Party shall notify the Company of any risk increase, as provided by the following Art. 5 "Risk variation following award of the contract".

Art. 2 – Insurance policies with different Insurers

It should be noted that other insurance policies may exist for the same risk. In such cases, for what is covered by this policy but not by the others, the Company is liable for the entire damage and up to the maximum amounts provided for by this policy. For what is actually covered by insurance from both this policy and from others, the Company is liable only for the part of the damage exceeding the maximum amount of the other policies.

The Contracting party is exempted from giving prior notice to the Company of any existing policies and/or those which will subsequently be taken out for the same risks covered by this contract. The Contracting/Insured party shall be obliged to do so in the event of an accident, if they are aware of it.

Art. 3 - Term of the contract

The Contract shall come into effect at 12:00 midnight on 31.12.2019 and shall expire at 12:00 midnight on 31.12.2024 with intermediate yearly expiries on the 31st December of each year, with express exclusion of tacit renewal.

If the Insurance has been stipulated for a multi-annual term, i.e. equal or above two years, each Party shall have the faculty to terminate the contract upon every yearly intermediate expiry by sending the other party a prior notice via registered mail (or certified electronic mail) at least four months before the said expiry.

It is the faculty of the Contracting Party - subject to a prior notice of no less than 30 days before contract expiry for any reason - to request the Company a temporary extension of this insurance, aimed at performing or completing the procedures for awarding the new insurance. The Company herewith accepts and agrees, following payment of the related premium instalment, to extend the insurance under the same contractual and economic conditions for the required period, provided that this does not exceed 6 months as of the contract expiry.

Art. 4 – Payment of the insurance premium - coverage starting date - adjusted premium

The insurance shall come into effect at 12:00 midnight of the day shown on the insurance policy, subject to payment of the premium within 60 days following the same day.

Derogation to the terms of payment pursuant to the first paragraph of this article shall apply also to each appendix, issued against payment as amendment to the contract, there including any extension as per Art. 3 "Term of the contract" in this Section.

If the Contracting Party does not pay the premiums or the following premium instalments, the insurance shall be suspended from 12:00 midnight of the 60th day following the expiry date and shall come into effect again at 12:00 midnight of the payment date, subject to subsequent deadlines and the right of the Company to receive payment of the premiums payable pursuant to Art. 1901 of the Italian Civil Code.

The insurance premium shall be agreed based on variable risk elements and shall be provisionally anticipated by paying the amount resulting from the calculation shown. Such amount shall be adjusted at the end of each insurance year or at the end of the contract term, if this is shorter, according to the variations occurred during the same term regarding the elements taken into account for premium calculation.

Final summary data shall be communicated within 120 days as of the end of each insurance year or at the end of the contract term, if this is shorter.

The payable differences resulting from the adjustment must be paid within 60 days of receipt by the Contracting party of the specific adjustment appendix considered correct and issued by the Company.

If the Contracting Party does not communicate their data within the aforementioned term, the Company shall issue a formal notice establishing a further term of no less than 30 days, which shall be sent in writing. In the event that, within

the above mentioned term, the Contracting Party does not send any communication, this shall mean that the value of the insured items has not varied during the past year.

In the event that the data for premium adjustment have not been communicated or the balance premium has not been paid, but this is not due to fraudulent behaviour of the Contracting Party, any accidents shall be indemnified in the same proportion existing between the premium paid by way of deposit and the entire premium actually due (deposit plus adjustment).

As regards expired contracts, if the Contracting Party does not meet the obligations concerning premium adjustment, the Company shall not be responsible for the accidents occurred during the period that failed adjustment refers to, subject to the Company's right to take judicial action.

The insurance premiums may be paid to the Insurance Company also by means of the Broker appointed for contract management.

Pursuant to art. 48 of Presidential Decree 602/1973 the Company, acknowledges that the Insurance shall remain valid also during verifications, if any, carried out by the Contracting Party pursuant to D.M.E.F. of 18 January 2008 No. 40, there including the 30-day suspension period provided for by Art. 3 of the Decree.

In addition, any payment made by the Contracting Party directly to the Collecting Agent pursuant to Art. 72 bis of Presidential Decree 602/1973 shall be deemed payment compliance towards the Company for the purposes of art. 1901 of the Italian Civil Code.

Art. 5 - Risk variation following award of the contract

Risk variation shall mean all changes leading to a different probability of accident occurrence, or to a variation of the related consequences, not foreseen or not foreseeable, at the time of contract stipulation, to such an extent that if the new state of things had existed or was known at that time, the Company would not have assumed the risk or would have assumed it against a higher premium.

Any event occurred following award of the contract and that involves a variation in the risk must be communicated in writing to the Company by and not later than thirty days after such event has become known.

Variations that must be communicated concern actual circumstances within the organization of the Contracting Party that may lead to an increase in major risks, therefore the Contracting Party shall not be bound to communicate risk variations deriving from contingent rules or from changes in applicable jurisprudence.

Art. 6 - Guidelines governing events of insurance withdrawal

6.1) Withdrawal for non-exact declarations or reticence by the Contracting Party

Non-exact declarations and reticence by the Contracting Party, concerning such circumstances that would have caused the Company to not provide their consent or to not provide it under the same conditions had it known the actual state of things, shall allow the Company to withdraw from the contract, if the Contracting Party acted unintentionally or without serious negligence. The withdrawal shall be communicated with a prior notice of no less than 120 days, to be sent to the Contracting Party by and not later than three months as of the date on which the Company became aware of the non-exact declaration or reticence.

In the case mentioned in the previous paragraph, if an accident occurs before the non-exactness of the declaration or any reticence become known to the Company, or before the Company has announced its withdrawal from the contract, the Company shall however be bound, notwithstanding the provisions of par. 2 of Art. 1893 c.c., to pay the full indemnity amount.

6.2) Withdrawal for risk increase

Upon occurrence of the risk variation events envisaged under Art. 5 "Risk variations following award of the contract" the Company may withdraw from the insurance contract with a prior notice of no less than 120 days, to be communicated to the Contracting Party via registered letter or Certified Electronic Mail.

6.3) Withdrawal following an accident

This condition shall not apply to this contract.

In all the events of withdrawal, the following shall apply:

1. The Company, together with the express intention to withdraw from the contract, must provide the Contracting party with all the data referred to in art. 15 "Obligation to provide data on the risk trend", as required for preparing the tender aimed at awarding the new insurance contract. Withdrawal shall be null and void in the event of failure to provide the aforementioned data.
2. Within 30 days from the date of withdrawal enforcement, the Company shall refund the Contracting Party the premium instalments paid and not enjoyed, excluding taxes;
3. If the term of the contractual prior notice exceeds the policy yearly expiry term, in the event of withdrawal the Company shall waive cashing the full yearly settlement and shall issue an appendix indicating the instalment due for the coverage period included in the subsequent year. This appendix added shall be paid pursuant to the conditions envisaged under Art. 4 "Payment of the insurance premium - coverage starting date - adjusted premium".

Art. 7 – Contract evidence and amendments to the insurance policy

The Company shall provide the Contracting Party with the insurance policy and related contractual appendixes. Any and all amendments to the insurance shall be approved in writing.

Art. 8 - Types of communications and notices

All the communications and notices that the Contracting Party and the Company must provide shall be sent using means suitable to certify their date and content, and shall be addressed to the Company and to the Contracting Party or to the Broker that the Contracting Party has appointed for policy management. By way of example, communications may be delivered via certified electronic mail, standard electronic mail, registered letter, courier, fax etc.

Art. 9 - Fiscal charges

All current and future charges concerning the insurance premium, indemnifications, the policy and all the deeds related thereto shall be charged to the Contracting Party, even if the Company has anticipated their payment.

Art. 10 - Place of Jurisdiction

All disputes arising in connection with this contract shall be exclusively referred to the Judicial Authority of the place where the Contracting Party is based.

Notwithstanding the provisions of law 28/2010 and subsequent amendments, the parties herewith identify as, and undertake to exclusively refer to the Competent Mediation Body of the place where the Contracting Party is based.

Art. 11 - Reference to law norms

As regards all other terms not otherwise provided for herein, the law norms shall apply.

Art. 12 - Interpretation of the contract

The Parties mutually agree that, in the event of doubt on the interpretation of the insurance policy conditions, the most extensive and most favourable interpretation for the Insured party of all the conditions in the insurance policy shall apply, on condition that such interpretation can be considered legitimate and not contrary to the law provisions.

Art. 13 - Inspections and audits by the Company

The Company shall always have the right to inspect the risk, by visiting and verifying the insured bodies, and shall have the possibility to access, by way of example and not limited thereto, movable and immovable assets, places, books and records, administrative documents, any other certifying documents, deeds, contracts etc. The Insured Party shall be bound to provide all the required details and information. All the charges connected with such inspections and audits shall be entirely borne by the Company. The inspections and audits can be performed by the employees of the Company or by third parties appointed by the same. In this latter case, subject to the Insured Party's approval.

Art. 14 – Territorial applicability

The insurance is applicable for damages occurring worldwide.

Art. 15 - Obligation to provide data on the risk trend

Within 60 days as of the end of each insurance year, 180 days prior to the final contract expiry and in all cases of withdrawal, the Company shall provide the Contracting Party with a detailed list (accident date, accident number, summary description) of the reported accidents. The list shall have been updated no later than 60 days before and shall be subdivided as follows:

- allocated accidents (with indication of the amount allocated);
- settled accidents (with indication of the amount settled);
- accidents with no follow-up/rejected accidents.

The obligations described above shall not prevent the Contracting Party to request and obtain from the Company an update with the methods outlined above, on dates other than those indicated.

The obligation to provide the data concerning the accidents shall remain applicable until the last accident position open on the contract has been defined, even if this occurs following the natural contract expiry.

Art. 16 - Broker clause

The Contracting party states that it has entrusted the management of this Policy to the appointed broker, Willis Italia Spa - RUI registration no. B000083306.

The Company agrees and accepts that all communications concerning this insurance shall be made by means of the Broker and that all the relationships pertaining to this insurance shall be handled by the same Broker on behalf of the

Contracting Party and of the Insured Party. Pursuant to applicable legislation, the Company, declares that the broker is authorised to cash premiums or premium instalments, thereby relieving the Company. Accordingly, the premium payment, made by the Contracting Party to the Broker in good faith, shall be deemed made directly to the Company.

Art. 17 – Traceability of Financial Flows pursuant to Law 136/2010 and following amendments and addenda

The Company assumes all the obligations of financial flow traceability pursuant to article 3 of Law 13 August 2010 No. 136 as amended in order to assure traceability of the financial movements relating to the contract. If the Company does not meet the obligations envisaged by Art. 3 of Law no. 136/2010 for the traceability of financial flows concerning the tender, this contract shall be legitimately terminated pursuant to par. 8 of the same Art. 3.

Art. 18 - Co-insurance and proxy (valid only in the case of co-insurance)

The insurance is allocated pro-quota among the Companies indicated in the premium allocation, and each of them shall be bound to performance in proportion to their own quota, as established in the contract. However, partially notwithstanding the provisions of art. 1911 of the Italian Civil Code, each Company indicated in the allocation shall be jointly bound with the other Companies towards the Contracting Party and the Insured Party as regards the obligations assumed by stipulating the Insurance.

The Leading Insurance Undertaking declares that they have been appointed by the Co-insurance Companies indicated in the contract management allocation. In particular, all the communications concerning the Contract, there including those relating to withdrawal or termination and accident management, shall be deemed forwarded or received by the Leading Insurance Undertaking in the name and on behalf of all the co-insurance Companies.

The Co-insurance Companies agree and accept that all the management operations performed by the Leading Insurance Undertaking on their common behalf shall be valid and effective, with the sole exception of the policy premiums to cash, that shall be paid to each individual Company.

The undersigned Leading Insurance Undertaking declares that it has been appointed by the Co-insurance Companies indicated in the aforementioned documents (policy and appendixes) to sign them in their name and on their behalf.

Therefore, the signature placed by the Leading Insurance Undertaking on the Insurance Documents makes them valid to all effects and purposes also for the shares of the Co-insurance Companies.

As regards all other terms not otherwise provided for herein, the law norms shall apply.

SECTION 3 - INSURANCE CONDITIONS

Art.1 – Scope of the Third-Party Liability Insurance (R.C.T.)

The Company undertakes to indemnify the Insured party from the amount it is obliged to pay, as civilly liable under the law, by way of compensation (capital, interest and costs) for all damages involuntarily caused to third parties, death, personal injuries and property damage, as a consequence of an event occurring in relation to the activity carried out, including all preliminary, consequent, ancillary, connected, subsidiary or complementary activities of any nature and by whatever means carried out, without exclusion or exception anywhere within the territorial area in which the policy is valid, and, in any case, any activity permitted by current laws and/or the Insured party's internal regulations.

The RCT guarantee also applies to actions of recourse taken by INPS or similar bodies pursuant to art. 14 of Law no.222 of 12/06/84 as amended.

The insurance shall apply also in the event of any subrogation action taken by any Institute or Body pursuant to Art. 1916 of the Italian Civil Code.

The Insurance covers civil liability caused by the wilful misconduct of persons for whom the Insured must answer.

The insurance also includes, up to the sub-limit indicated in the policy, damages caused by total or partial interruptions or suspensions of industrial, commercial, agricultural or service activities, provided that they result from an indemnifiable accident under the terms of the policy, even if the interruption affects other persons than those who have suffered the material damage.

Art.2 - Scope of the Employer's Liability Insurance (R.C.O.)

The Company undertakes to compensate the Insured party for the amount it is obliged to pay (capital, interest and costs) as civilly liable:

1. Pursuant to Articles 10 and 11 of Presidential Decree no. 1124/1965 and Legislative Decree no.38/2000 as modified for accidents, including occupational diseases, suffered by its own employed workers or by workers with a working relationship governed by all the forms specified by Legislative Decree 276/2003 as amended. The Company undertakes to indemnify the Insured Party from the amounts requested by INAIL (national institution for insurance against work accidents) by right of recourse as well as from the amounts requested by way of greater damage by the injured party and/or its entitled beneficiaries;
2. Pursuant to the Italian Civil Code, by way of compensation for damages not governed by Presidential Decree no. 1124/1965 and Legislative Decree no. 38/2000 as modified and caused to the workers referred to in point 1 above for death and for personal injuries resulting in permanent disability, including occupational diseases, calculated based on the tables referred to in the previous rules.

The Employer's Liability Insurance (RCO) guarantee also applies for actions of recourse taken by INPS or similar bodies pursuant to art. 14 of Law no. 222 of 12/06/84 as amended.

The insurance shall apply also in the event of any subrogation action taken by any Institute or Body pursuant to Art. 1916 of the Italian Civil Code.

The insurance is effective on condition that, at the time of the accident, the Insured party is compliant with the statutory insurance obligations; if, however, non-compliance is due to proven inaccurate or erroneous interpretations of the applicable laws, the insurance remains valid.

Biological damage is understood as included.

Art.3 – Occupational diseases

The Employer's Liability guarantee (R.C.O.) includes the risk of the occupational diseases indicated in the tables annexed to Presidential Decree no. 1124/1965 or covered by Presidential Decree no. 482/1975 as modified, in force at the time of the accident, as well as those diseases recognised as occupational by the Judiciary with a final court decision.

The extension covers claims for compensation made for the first time against the Insured party after the start of this policy, provided that the causes that gave rise to the illness or injury occurred not more than 5 years before the starting date of the policy. The guarantee shall apply in the event of occupational diseases arising during the term of this contract but not later than 12 months following expiry of the guarantee or of the employment relation.

The Contracting/Insured party state that they were unaware, at the time this contract was signed, of any circumstances or situations that could lead to a request for compensation during the validity period of the contract caused by accidents or facts that occurred prior to the start of the contract.

The guarantee does not apply:

1. for occupational diseases related to the processing and handling or asbestos;
2. for occupational diseases:
 - a) due to intentional failure to comply with the legal provisions chargeable as wilful misconduct by the Legal Representative of the Contracting party;
 - b) due to intentional failure to prevent the damage, omission of repairs or adaptation of the means for preventing or containing pathogenic factors chargeable as wilful misconduct by the Legal Representative of the Contracting party; this exclusion is no longer effective once reasonably suitable measures have been taken, in relation to the de facto and de iure situation, to rectify the existing situation.

The Company has the right at any time to conduct verification inspections and/or checks on the state of the Insured party's facilities and offices and the Insured party is bound to allow free access and provide the necessary documentation and information during these inspections.

3. for those employers under whom there are reoccurrences of occupational diseases previously indemnified or indemnifiable.

The maximum guaranteed amounts indicated in the policy per accident, in any case, represents the greatest exposure of the Company:

1. for several damages, even if occurring at different times during the validity period of the guarantee, caused by the same type of occupational disease;
2. for several damages occurring in the same insurance period.

Art.4 – Waiver of right to recourse

Except for cases where the damage is due to serious wilful misconduct or gross negligence ascertained by a final court decision, the Company waives the right to recourse or subrogation towards Directors, Managers and employees, sub-contracting and temporary workers, research fellows and scholarship recipients.

The Company, except for the case of wilful misconduct, waives the right to recourse or subrogation in regard to students, PhD students and interns.

Except for the case of wilful misconduct, and provided that this right is not exercised by the Contracting party, the Company also waives the right to recourse or subrogation with regard to Associations, Sponsors, Foundations and Non-profit organisations in general, which use assets owned by the Contracting party for any reason to carry out their activities.

Art.5 – Third party qualification

The parties agree that all persons, whether natural or legal, for the purposes of this policy shall be considered “Third parties” in relation to the Insured party, with the exclusion of its legal representative, who nevertheless retains the status of “third party” limited to bodily injuries sustained while carrying out his or her duties and for physical injuries and any other damage sustained when using the Contracting party’s facilities as a user of the services provided by it.

Workers and employees under sub-contract to the Insured party are not considered as third parties when they suffer damages during service as they come under the R.C.O. insurance (Art.2 of this Section). However, they are considered as third parties:

- outside of working or service hours;
- in as far as they are not covered by RCO insurance;
- for damages caused to items owned by their employers.

The Insured parties are considered as third parties in themselves, without prejudice to the maximum amount for accidents, which in any case represents the maximum disbursement by the Company.

Art.6 – Personal civil liability

The insurance is valid for the personal civil liability, for third-party damages, of the Insured party’s students, employees and others, who also qualify as Insured parties, including, by way of non-limiting example:

- the rector, pro-rector, members of the Contracting party’s Board of Administration and Academic senate as well as persons legitimately delegated, in the name and on behalf of the Contracting party, to representative duties;
- all employees and sub-contracting workers, including directors, and people on whose work, even if voluntary, the Contracting party relies in the exercise of its activity;
- teaching staff and researchers of any category, including for student matters;
- the University’s students of all kinds, including: part-time students, student tutoring collaborators, students collaborating on a voluntary basis, PhD students, postgraduate students, interns, students enrolled in masters/specialisation courses, etc., grant holders for research collaboration, study grant recipients, scholarship recipients, students attending compulsory postgraduate internships including those in preparation for State examinations.
For the purposes of this policy, the “intern” category also includes persons who, after obtaining a degree or other university qualification, undergo an internship promoted by the University as organiser (or recruiter), in Italy or abroad, with a host organisation, based on a suitable agreement between the University and the host organisation or, in any case, based on a training project; the promoter can also be included in the category of host organisation; the relevant insurance cover also applies to activities carried out by the intern outside of the host organisation’s premises but included as part of the training programme.
- persons who bear the obligations pursuant to Legislative Decree 81/2008 and subsequent amendments, including the personal civil liability of the person-in-charge and officers for occupational health and safety pursuant to Legislative Decree 81/2008 as modified by Legislative Decree 106/2009 as amended.
- the members of the A.O.U.I. ethical committee nominated by the University

This guarantee is granted under the conditions and for the maximum amounts agreed for the RCT insurance for third-party damages and RCO insurance for damages to employees. These amounts represent the maximum the Company will be bound to pay out in the case of an accident.

All the subjects mentioned are third parties towards each other.

Art.7 - Exclusions

The insurance does not cover damages:

1. from theft, except for theft carried out through the use of scaffolding erected by the Insured party or on its behalf and which is included in the Insurance, provided that the matter has been duly reported to the competent Authorities;
2. associated with civil liability risks for which, in conformity with Title X of the Insurance Code Legislative Decree 209/2005 and subsequent amendments and addenda, the Insured party is required to have mandatory insurance, as well as damages from the use of aircraft;
3. caused by the possession or use of radioactive substances or atomic particle acceleration devices, as well as damages which, in relation to the insured risks, occur in connection with atomic nucleus transmutation phenomena or with radiation caused by the artificial acceleration of atomic particles;
4. of any nature or determined by any cause, due to:
 - slow and gradual pollution, infiltration or contamination of water, air, soil or crops;
 - interruption, depletion or deviation of springs and water courses;
 - alteration or impoverishment of water tables, mineral deposits and, in general, any exploitable resources located below the ground;
5. of any nature caused by the use of asbestos/silicon or any other substance containing asbestos/silicon in any form or nature, as well as all liability caused by asbestosis/silicosis or any other related disease;
6. deriving from financial losses not caused by damages to persons or things;
7. directly or indirectly caused by, occurring after, or as a consequence of: war, invasion, actions of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military actions or coups d'état;
8. of any nature deriving directly or indirectly from, as a consequence of or connected with any act of terrorism, independently from any other cause or event that may contribute simultaneously or in any other sequence to the accident. For the purposes of this exclusion, it is agreed that an act of terrorism is understood as an act that implies, even not exclusively: the use of force or violence and/or the threat of these by any person and/or group of persons, acting individually or on behalf of or in connection with any organisation/s or government/s and committed for political, religious, ideological or similar purposes, including the intention of influencing any Government and/or intimidating the population or any part of it. In the event that any part of this exclusion is found to be invalid or cannot be enforced, the remaining part shall retain full validity and effect;
9. caused by electromagnetic fields and waves;
10. caused by possession and use of explosives with the exception of the liability incurred by the Insured party as contracting client of works that require the use of such materials and the liability incurred by the possession, for institutional and research purposes, of potentially explosive gases;
11. caused by violations of the duty of peaceful co-existence with third parties and/or with employees and collaborators – any form of discrimination, persecution, molestation, violence, sexual abuse and similar;
12. deriving from professional civil liability of doctors in specialised training (so-called postgraduate students) insured, pursuant to legislative decree no. 368/1999 by third parties (healthcare companies and similar); this policy therefore includes the civil liability connected with the activities (other than medical/hospital/welfare activities) carried out by these persons as students of the University of Verona;
13. deriving from the professional civil liability incurred by or connected with carrying out medical and/or healthcare activities on human beings, except when envisaged by Section 5 of this policy: "CL of Professional students enrolled in the third, fourth, fifth and sixth year / students behind schedule in the degree course in dentistry and dental prosthetics / interns graduated in dentistry and dental prosthetics and medicine and surgery".

Art. 8 - Restrictive measures (Sanctions Limitations Exclusions Clause)

The Company shall not be bound to provide coverage or consequent benefits, nor to pay any claim in so far such coverage, benefit or claim payment may expose the insurer to any kind of sanction, prohibition or restriction pursuant to the resolutions of the United Nations, or to economic, commercial, legislative or regulatory sanctions as envisaged by provisions issued by the Italian Republic, the European Union, the European Economic Area and/or any other national law applicable in terms of economic or commercial sanctions and/or international embargo.

Art. 9 – Guarantee specifications

Purely by way of example, without implying any limitations to the insurance guarantee provided with this contract, it should be noted that the insurance is also valid for:

- a. the civil liability incurred by the Insured party through ownership and/or management and/or use, for whatever scope or intention, of buildings, including tensile structures, air-supported hangers and mobile structures in general, gardens, vegetable plots and land in general, systems and equipment that can be used by the Insured party and/or third parties for, by way of non-limiting example, teaching, sports, recreational or welfare activities, civil housing, offices, rural activities, industrial or commercial activities and/or for the storage of goods. The coverage also includes risks associated with radio and television antennas, adjacent spaces pertaining to the building, even if kept as a garden, including woods, parks, tall trees, fences and gates of any type;
- b. the civil liability incurred by the Insured party through snow falling from buildings and trees;
- c. the civil liability incurred by the Insured party through the ownership and/or management of car parks, even if entrusted to third parties;
- d. the civil liability incurred by the Insured party through the ownership, use and installation of signs and billboards, including those for advertising, banners, etc.;
- e. the civil liability incurred by the Insured party through lack of or insufficient maintenance, defective functioning of means of protection in general, surveillance, repair of signs, including those in construction sites, on shelters or on fences put in place to protect the safety of third parties;
- f. the civil liability incurred by the Insured party through construction works in general, routine and special maintenance, lifting, demolition, widening and repair of assets forming part of the property, whether owned or in use for any purpose. In the event that such works are put out to tender or subcontract, it is covered by the civil liability incurred by the Insured party as contracting client;
- g. the civil liability incurred by the Insured party for damages caused to means of transport, both loaded and unloaded, and to vehicles of third parties and/or employees parked in the area of the places where the facilities or administrative and/or operative headquarters of the Insured party are located;
- h. the civil liability incurred by the Insured party as contracting client of: works or services in general, including the ordering of shipments of goods and/or substances defined by law as hazardous;
- i. the civil liability incurred by the Insured party through any other type of activity complementary and/or ancillary to the institutional activity, such as, by way of non-limiting example: advertising and promotion, sports, artistic, cultural, welfare, scientific, communication or social activities, whether as promoter, sponsor or organiser and/or participant and/or providing spaces or facilities.
It also includes the civil liability incurred by the Insured party through organisation, patronage and/or participation in events of any type, displays, trade fairs, exhibitions, markets with or without the setting up and dismantling of stands, receptions, congresses, competitions, symposia, conventions, experimental sites, archaeological sites, updating and refresher courses, round tables, shows, screenings, etc.
With regard to trade fairs/displays, the Company expressly waives the right to subrogation pursuant to art. 1916 of the Italian Civil Code with regard to third-party exhibitors and the Organising body and/or person.
- j. The Insured Party's civil liability resulting from damages to property to deliver and/or held in custody, with the exclusion of money, bills of credit and valuables in general, also pursuant to Articles 1783, 1784, 1785, 1785bis and 1786 of the Italian Civil Code;

- k. the civil liability incurred by the Insured party through the management of the nursing service and first aid activities, including the liability of medical and healthcare staff, with the exclusion, in any case, of profession medical liability;
- l. the civil liability incurred by the Insured party for damages to other persons' property due to fire, explosion or bursting of things owned or kept by the Insured party. It should be noted that, if the Insured party is already covered by a fire/all risks policy with a "Third-party property damage" guarantee, this guarantee shall apply as a second loss policy for the excess from the amounts insured with the above fire/all risks policy;
- m. the civil liability incurred by the Insured party for damages to underground conduits and plant;
- n. the civil liability incurred by the Insured party for damages caused by excavation, laying and backfilling of works and installations in general, including damages from vibrations, settlement, subsidence and/or landslides due to work for the execution of footings, piles or other replacement techniques. In the case in which the work is commissioned to third parties, the guarantee for the C.L. of the contracting client is applicable;
- o. the civil liability incurred by the Insured party through the ownership and/or management, whether direct or leased to third parties, of accommodation, student lodgings, halls, studios and recreational, sports, cultural and similar facilities;
- p. the civil liability incurred by the Insured party through the organisation of sports, recreational or cultural activities, even if entrusted to Third parties;
- q. the civil liability incurred by the Insured party through the management of all ancillary services permitted by Law for its legal status and assumed with the approval of the competent bodies, such as, by way of non-limiting example, play groups, schools in general for corporate use, summer camps and similar, even if managed or co-managed by third parties;
- r. the civil liability incurred by the Insured party through guarding and surveillance activities, including with the use of dogs, and the liability incurred by the Contracting party through excess legitimate self-defence by persons under its responsibility. If these activities are entrusted to third parties, the guarantee shall only apply to the C.L. of the contracting client;
- s. The civil liability incurred by the Insured party for damage to property within the area of execution of the works;
- t. The civil liability incurred by the Insured party for any damage caused to third parties by vehicles, including motorised vehicles, not subject to the duty of mandatory insurance pursuant to Title X of Legislative Decree 209/2005;
- u. The civil liability incurred by the Insured party through the management, directly and/or entrusted to third parties, of canteens, shops, bars or vending machines for food and/or drinks and/or other goods located on the Contracting party's premises;
- v. The civil liability incurred by the Insured party for any damage caused by assets kept by the Insured party for use in any capacity (ownership, loan, lease, etc.) and/or by assets owned by the Insured party that it has lent and/or granted for use for any reason to third parties;
- w. The civil liability incurred by the Insured party through the organisation of corporate sports and recreational activities, including through the Verona CUS (University Sports Centre) or other university centres;
- x. the civil liability incurred by the Insured party for damage caused to third parties as a result of experimentation authorised and carried out in compliance with the relevant current legislative provisions, including those conducted on human beings and/or animals, including preliminary activities, without prejudice to the fact that this policy will operate as second risk for the excess from the amounts and guarantees where specific insurance coverage applies;
- y. The civil liability incurred by the Insured party through the ownership of oxygen and gas deposits in general for laboratory use;

- z. The civil liability incurred by the Insured party through the existence and operation of chemical, testing, research and analysis laboratories, including the risk resulting from the processing of results and reports (excluding diagnoses) and in any case the civil liability for damage resulting from errors during the drafting, delivery, loss or filing of reports and/or documents relating to the activity;
- aa. The civil liability incurred by the Insured party through holding and/or keeping animals for reasons connected with the Contracting party's research and institutional activities, including "housing" activities;
- bb. The civil liability incurred directly and indirectly, through production, treatment, testing or possession of any type of material or substance of human origin (such as tissues, cells, organs, blood, urine, various secretions, etc.) as well as any biosynthetic product or any product derived from such materials or substances.

Art.10 – Guarantee extensions

Even as a partial derogation from the provisions of art. 7 Exclusions from this Section, the guarantee is understood as extended to:

- a. The Insured Party's civil liability pursuant to Art. 2049 of the Italian Civil Code for damages caused to third parties by its employees and/or persons authorised by the University to use the vehicle for service/mission, with regard to driving cars, mopeds or motorcycles, provided they are not owned by or for the use of the Insured party or registered under its name in the P.R.A. (Public Register of Motor Vehicles) or leased to it. The guarantee shall also apply for personal injuries caused to transported persons;
- b. given that the Contracting Party/Insured Party may grant their employees, collaborators, consultants and the like the use of vehicles they own or that they have rented, registered for private use, the Company shall be bound to hold the Contracting Party/Insured Party harmless for any amount that may be due to the driver of such vehicles in the event of damages incurred by the same due to maintenance defects and, in any case, for damages the Contracting Party/Insured Party is responsible for;
- c. the civil liability incurred through the use of any equipment for research, teaching and testing purposes, including x-ray and similar equipment and equipment for diathermy and electrotherapy. This includes the use of radioactive material in relation to the aforementioned research and experimentation activities. The Contracting party declares its compliance with all applicable laws and regulations for the authorised use of such equipment and to avail of suitably protected and trained personnel.
This guarantee shall apply within the limitations provided for by Art. 2 of Section 6 "Radioactive sources".
- d. the civil liability incurred by the Insured party through the disposal of any type of waste: hazardous and non-hazardous urban waste, special hazardous and non-hazardous waste, special waste similar to urban and hazardous and non-hazardous waste, as defined by the laws in force during the validity period of the policy. The guarantee shall apply for liability incurred through any sampling, prevention, treatment, transport or storage operations and for the operations to dispose of such waste (performed by third parties) that may have caused personal injury or death to third parties and/or pollution of the environment, provided that the consignment of the waste has been made to duly authorised companies in accordance with the laws in force during the validity period of the policy.
- e. the civil liability incurred by the Insured party through sudden and accidental pollution of water, air and soil, jointly or separately, provoked and/or caused by substances of any nature emitted or leaked as a result of failure or sudden breakage of systems, tanks and pipelines. The guarantee shall be also provided for the expenses necessary to neutralise or limit the consequences of the accident indemnifiable under the policy. The Insured party shall be obliged to immediately notify the Company thereof.
This guarantee shall apply within the limitations provided for by Art. 2 of Section 6 "Damage from Accidental pollution"
- f. The civil liability incurred through the distribution and marketing of products in general, including pharmaceuticals and galenics. The insurance covers the damage caused, within one year of delivery and in any case during the validity period of the insurance, by the products administered or sold, excluding those due to product factory defects. For food and drugs produced in-house and administered or sold in the same policy year, the Insurance also applies to damage caused by product factory defects;
- g. The civil liability incurred by the Insured party through contractual assumption of the civil liability of the owner of

the buildings used by it based on loans, leases and similar contracts.

SECTION 4 - ACCIDENT MANAGEMENT

Art. 1 – Obligations in the event of an accident

In the event of an accident, the Contracting party shall give written notice of it to the Company or the Broker within 30 days from learning of it and being able to do so.

With regard to Third party liability insurance (R.C.T.) the Contracting and/or Insured party shall be obliged to provide notification, within the above times, only in the case of receipt from the injured or entitled party of an explicit request for compensation in writing, either personally or through their lawyer and/or a Third party entitled to represent them, or in the case of involvement of the Judicial authority.

The Contracting party shall be obliged to report to the Company any accidents covered by the “Employer’s civil liability” (RCO) guarantee only and exclusively:

- in the case of an accident for which a judicial/administrative inquiry is required by law;
- in the case of a request for compensation or legal action by employees or their beneficiaries;
- in the case of requests for compensation-reimbursement by INPS (national social welfare institution) or INAIL (national institution for insurance against industrial injuries) or other similar bodies;
- in the case of receipt of notice of initiation of criminal proceedings;
- in the event of a “fatal” accident.

Art 2 – Accident management

The Company shall manage and pay all the damages to the third party damaged or to the persons entitled, there including the damages the amount of which is totally or partially included in the excess provided in this insurance contract.

The Company, within 30 days following the damage definition date, shall recover the excess to the charge of the Contracting Party, by sending a specific written request indicating:

- accident number;
- accident date;
- name of the Counter-Party;
- amount paid;
- date of payment;
- amount to recover;
- copy of the receipt undersigned by the damaged party in acceptance thereof;
- indication of the banking details to use for sending a wire transfer with the amount to refund.

Within 60 days from the date of receipt of the Company’s request to repay the excess, reporting the minimum above mentioned date, the Contracting Party shall pay the amount due.

Art. 3 – Management of damage disputes and legal expenses

The Company shall manage the disputes, both out of court - including mediation - as well as judicial, civil and criminal disputes in the name of the Insured party, appointing legal and technical staff and availing of all the rights and actions due to the Insured party, until the conclusion of the proceedings in progress at the time of full settlement with the injured party/parties.

If settlement with the damaged party is made during the preliminary investigation stages, legal assistance shall also be provided if the public prosecutor has already filed an indictment against the Insured party by that time.

The legal costs incurred in contesting the action brought against the Insured party, both for civil and criminal disputes, are borne by the Company, within the limit established by Art. 1917 of the Italian Civil Code.

The Company does not pay costs incurred by the Insured party for legal or technical staff not appointed by it and does not pay fines, penalties or costs from criminal justice cases.

SECTION 5 – PROFESSIONAL LIABILITY INSURANCE
STUDENTS ENROLLED IN THE THIRD, FOURTH, FIFTH AND SIXTH YEAR / STUDENTS BEHIND SCHEDULE IN THE DEGREE COURSE IN DENTISTRY AND DENTAL PROSTHETICS/ INTERNS GRADUATED IN DENTISTRY AND DENTAL PROSTHETICS AND FROM THE DEGREE COURSE IN MEDICINE AND SURGERY

Art. 1 – Scope of the guarantee

Given that the Contracting University has implemented degree courses in Medicine and Surgery and a degree course in Dentistry and Dental Prosthetics, with this Section it is agreed to extend the insurance coverage to professional civil liability for damages caused involuntarily to third parties, even with gross negligence, through facts attributable to the persons listed below.

- **STUDENTS ENROLLED IN THE DEGREE COURSE IN DENTISTRY AND DENTAL PROSTHETICS** who perform professional activities as part of the degree course.
The insurance cover will cease after graduation.
- **INTERNS GRADUATED IN DENTISTRY AND DENTAL PROSTHETICS** undergoing professional internship – at the sites designated by Contracting University - in preparation for taking the professional license exam (State examination).
The insurance coverage shall cease after obtaining the professional license.
- **INTERNS GRADUATED IN MEDICINE AND SURGERY / EXCEPT FOR POSTGRADUATE STUDENTS**
In progress until the University implements the MIUR Decree no. 58 of 9/5/2018 “Regulations on the State examinations for the license to practice as a professional Physician or Surgeon” and completion of those entitled to undergo postgraduate internships.

The insurance coverage extends to professional liability for damages caused involuntarily to third parties, even with gross negligence, by its own graduate trainees in medicine and surgery waiting to take the licensing exam (State exam) who are sent by the University to undergo internships in the designated locations.

For the purposes of the professional internship, it should be noted that the University assigns each intern a tutor who has the task to direct, instruct and evaluate the student's activities.

Pursuant to the provisions of Ministerial Decree 445/2001, it should be noted that, for admission to the written test of the state exam in the first available session, the trainee must have passed a continuous practical test consisting in a clinical internship for a three-month period, taken after graduation, in university hospitals, general hospitals, Local Health Authority hospital units or, if established, hospitals pursuant to art. 2 of Leg. Decree No. 517/1999 as well as in the surgery of a general practitioner registered with the Italian NHS in compliance with the requirements of par. 3 of Art. 27 of Leg. Decree 368/1999.

The practical internship is conducted for approximately one month in a medical ward, for one month in a surgical ward and for one month with a general practitioner registered with the Italian NHS, in addition to the professional training activities required by class 46/S referred to in Ministerial Decree no. 28 of November 2000 published in the ordinary supplement to the Official Gazette no. 18 of 23.01.2001.

The parts of the internship conducted outside of the university facilities are organised through agreements with the NHS facilities, stipulated under Article. 6 of Leg. Decree No. 502 of 30/12/1992 and subsequent amendments and addenda, as well as with the provincial associations of surgeons and dentists, by the University.

The certification of attendance and assessment of each of the three periods is made under the direct responsibility and care of the university professor or medical officer in charge of the facilities attended by the candidate, and of the general practitioner.

The insurance coverage shall cease after obtaining the professional license.

Art. 2 - Definition and identification of the Insured Parties

For the purposes of this Section, it is agreed to acknowledge the qualification as Insured parties under the University of Verona, of students enrolled in the third, fourth, fifth, sixth year and students behind schedule in the degree course in Dentistry and Dental Prosthetics at the University of Verona, interns graduated in **Dentistry and Dental Prosthetics** and in **Medicine and Surgery** who are undergoing internships in facilities accredited by the University of Verona, before taking the exam for a license to practice professionally.

The guarantee is understood as granted for all the insured parties thereby excluding voluntary subscription.

The University is exempted from the obligation to report the insured persons beforehand. For their identification, reference will be made to the registration documents (for example, the student/intern's personal file) or other documentation certifying the status of the insured person, which, in the event of an accident, the Contracting University undertakes to provide upon the simple request of the Company.

Art. 3 - Guarantee applicability

With regard to this section, an accident is defined as a claim for compensation of damages received by the Contracting/Insured party.

That being said, it is agreed by the Parties that the insurance cover applies to claims submitted for the first time to the Contracting/Insured party during the effective period of insurance, provided that:

- such claims are related to culpable conduct occurring during the validity period of the guarantee or prior to that date but no earlier than 1/1/2015;
- that the accident should be reported to the Company within 60 days from the date of termination of this insurance.

Art. 4 – Specific exclusions in Section 5

The guarantee referred to in this Section does not include:

- damage due to acts or omissions committed through the wilful misconduct of the Insured party;
- claims for damages made by the spouse, parents, children or any relative within the third degree of kinship or second degree of affinity of the Insured party;
- damages relating to facts or circumstances already known before the signing of this policy. For the purposes of this exclusion, FACT OR CIRCUMSTANCE is defined as ANY HARMFUL EVENT of which the Contracting/ Insured party receives written notice from any source, on a date prior to the commencement of this policy;
- damages resulting from activities that are unlawful or not recognised by current laws and regulations;
- damages of an aesthetic and physiognomic nature, resulting from cosmetic surgery. For the purposes of this exclusion it should be noted that dental procedures such as, by way of non-limiting example, teeth whitening, fitting/replacement of crowns, etc., do not come under the definition of aesthetic medicine.

Art. 5 -Use of equipment for diagnostic purposes and radioactive sources

By way of partial exception from the risks excluded from the Insurance, the guarantee includes civil liability arising from the use of x-ray equipment on human beings as part of the Insured party's medicine and healthcare activities referred to in this Section, including diathermy and electrotherapy equipment for diagnostic, therapeutic, research or treatment purposes, and the use of radioactive material in relation to the aforementioned activities.

Within its own area of competence, the Contracting party hereby declares its compliance with all applicable laws and regulations for the authorised use of such equipment and use of suitably protected and trained personnel.

Art. 6 – Maximum Insured Amount

The guarantee referred to in this Section is insured up to the limit of the amount indicated in Section 6 art. 2 "Sub-limits of compensation, excesses and uncovered amounts" in the item "Section 5 "CL of Professional students enrolled in the third, fourth, fifth, sixth year / students behind schedule in the degree course in Dentistry and Dental Prosthetics / interns graduated in Dentistry and Dental Prosthetics and in Medicine and Surgery.

SECTION 6 - MAXIMUM AMOUNTS, SUB-LIMITS, EXCESSES AND PREMIUM CALCULATION

Art.1 – Maximum amounts

The Company, under all the conditions of this policy, provides insurance up to the following maximum amounts:

Third Party Liability (RCT)	€ 15,000,000.00= per accident, with limit of
	€ 15,000,000.00= per each injured person
	€ 15,000,000.00= for property damage
Employer's Liability (RCO)	€ 15,000,000.00= per accident, with limit of
	€ 2,500,000.00= per injured person

It is agreed that in case of an accident that simultaneously involves the RCT and RCO guarantees, the maximum exposure of the Company shall not exceed the maximum amount provided for in the RCT guarantee.

Art.2 – Compensation sub-limits, excesses and uncovered amounts

The Company, within the limits of the maximum amount referred to in article 1 of this Section and all the conditions of this policy, will settle the damages with application of the following sub-limits, excesses and uncovered amounts.

Guarantee	Indemnification limits	Uncovered amount and/or excess
Up-front excess for all damages unless otherwise agreed	-----	€ 1,000.00
Interruption and suspension of third-party activities Section 3 art. 1	€ 1,500,000.00 per accident and per insured time period	10% uncovered amount with a minimum of € 2,500.00
Damage from fire/explosion/blast Section 3 art. 9 letter l	€ 1,500,000.00 per accident and per insured time period	10% uncovered amount with a minimum of € 2,500.00
Damage to pipelines and underground plant Section 3 art. 9 letter m	€ 1,000,000.00 per accident and per insured time period	10% uncovered amount with a minimum of € 2,500.00
Damages caused by land subsidence and landslides Section 3 art. 9 letter n	€ 1,000,000.00 per accident and per insured time period	10% uncovered amount with a minimum of € 2,500.00
Damages caused by accidental pollution Section 3 art. 10 letter e	€ 1,000,000.00 per accident and per insured time period	10% uncovered amount with a minimum of € 5,000.00
Damages to property to deliver or held in custody Section 3 art. 9 letter j	€ 150,000.00 per accident and per insured time period	€ 2,500.00
Damages caused by theft Section 3 art. 7 point 1	€ 50,000.00 per accident and € 100,000.00 per insurance period	€ 1,000.00 per accident
Radioactive sources Section 3 art. 10 letter c	€ 1,000,000.00 per accident and per insured time period	10% uncovered amount with a minimum of € 2,500.00
Section 5 "CL of Professional students enrolled in the		10% uncovered amount with a minimum of € 1,000.00 and a maximum of € 10,000.00

third, fourth, fifth, sixth year / students behind schedule in the degree course in Dentistry and Dental Prosthetics / interns graduated in Dentistry and Dental Prosthetics and in Medicine and Surgery”	€ 2,000,000.00 per accident and per insured time period	
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Art.3 – Calculating the premium and the adjustment

The advance premium payable by the Contracting party is calculated as follows:

CATEGORY	PARAMETER	RATE /PREMIUM PER PERSON TAXES INCLUDED	PREMIUM INCLUDING TAXES (€)
GROSS ADVANCE REMUNERATION	€ 55,000,000.00		
No. of STUDENTS ENROLLED IN THE THIRD, FOURTH, FIFTH AND SIXTH YEAR AND STUDENTS BEHIND SCHEDULE IN THE DEGREE COURSE IN DENTISTRY AND DENTAL PROSTHETICS	80 students		
No. of INTERNS GRADUATED IN DENTISTRY AND DENTAL PROSTHETICS	25 interns		
No. of INTERNS GRADUATED IN MEDICINE AND SURGERY <i>(category to be phased out during the course of the contract)</i>	50 interns		

The overall advance premium is understood as the minimum policy premium and is allocated as follows:

Premium subdivision

Minimum taxable annual premium	€	.=
Taxes	€	.=
TOTAL	€	.=

Adjustment calculation

As the insurance is paid in an unnamed form based on the number of the insured parties and other variable elements, the calculation of the premium adjustment shall be made by applying the per-person rates/premiums indicated in the table above to the gross remuneration paid in the policy year in question, as well as the number of students enrolled in the third, fourth, fifth and sixth year of the degree course in Dentistry and Dental Prosthetics, the number of interns in Dentistry Dental Prosthetics and the number of interns graduated in medicine and surgery who were enrolled in the course of the year to be adjusted.

At the end of each year, the Company shall calculate the premium due based on the variations communicated by the Contracting party upon premium adjustment. The related payment shall be made pursuant to Section 2 art. 4 “Payment of the insurance premium – guarantee applicability - adjusted premium” within the scope of this insurance policy.

The Contracting Party shall not be bound to notify, during the insurance term, the changes in the number of persons or any other variable data.

Art.4 – Distribution of co-insurance (optional)

The risk shall be subdivided among the following Companies, according to the percentages outlined below:

The Company	Branch	Retention percentage

The Company

The Contracting Party

Vexatious clauses

To the effects and purposes of Articles 1341 and 1342 of the Italian Civil Code the Contracting party and the Company state that they specifically approve the following clauses:

Section 2 Art. 1 Declarations concerning the risk circumstances

Section 2 Art. 2 Insurance with different insurers

Section 2 Art. 3 Term of the contract

Section 2 Art. 4 Payment of the insurance premium - coverage starting date - adjusted premium

Section 2 Art. 5 Risk variation following award of the contract

Section 2 Art. 6 Guidelines governing events of insurance withdrawal

Section 2 Art. 10 Place of Jurisdiction

Section 2 Art. 14 Territorial applicability

Section 2 Art. 18 Co-insurance and proxy

Section 3 Art. 7 Exclusions

Section 3 Art. 8 Restrictive measures (Sanctions Limitations Exclusion Clause)

Section 5 Art. 3 Guarantee applicability

Section 5 Art. 4 – Specific exclusions in Section 5

The Company shall be entitled to extend the indication of the clauses requiring specific written approval pursuant to articles 1341 and 1342 of the Italian Civil Code. This should be done when issuing the contractual documents.

The Company
