

LOT 1

INSURANCE SPECIFICATIONS

“THIRD PARTY
CIVIL LIABILITY AND EMPLOYERS’ LIABILITY”

POLICYHOLDER

POLITECNICO DI MILANO

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of *POLITECNICO DI MILANO***

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DEFINITIONS [DEF]

Insurance	The insurance contract
Policy	The document that proves and regulates the insurance
Policyholder	The entity that enters into the insurance contract in its own name and in the interest of those entitled
Insured	The Policyholder and any other entity for which an interest exists or arises in future that is insurable by the Policyholder
Company	The insurance Company, or group of Companies, that has underwritten this insurance
Premium	The sum due from the Policyholder to the Company in view of the guarantees provided by it under the terms of this insurance
Risk	The probability of the claim occurring and the amount of damages that may derive from it
Claim	The occurrence of the fact for which the insurance is provided and from which the damage derived
Damage	The economic prejudice charged to the Insured as a result of a fact that caused death, personal injuries or property damage
Property	Tangible goods and animals
Compensation	The sum due from the Company in the event of a claim
Maximum Limit	The maximum exposure of the Company for each claim, whatever the number of deceased persons or persons who have suffered injuries or who have suffered damage to their property
Deductible	The pre-established amount that is deducted from the damage and is borne exclusively by the Insured
Percentage Excess	The percentage of damage borne exclusively by the Insured

TECHNICAL SPECIFICATIONS *for INSURANCE in favour
of POLITECNICO DI MILANO*

Gross annual remuneration

The amount of employees' gross remuneration, paid by the Policyholder to employees and to Persons equated to them

Insurance period

The period, equal to or less than 12 months, between the effective date and the annual expiry date

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GENERAL TERMS OF INSURANCE [GTI]

EFFECTIVENESS OF INSURANCE AND CONTRACTUAL TERMS

Art. 1 TERM OF INSURANCE - EXTENSION - CANCELLATION

This policy has a term from midnight on 31.12.2020 and expires at midnight on 31.12.2023; at that date, the policy expires with no obligation of prior cancellation, subject to the possibility for the Policyholder to manifest, with prior notice of 30 (thirty) days from the expiry, its intention to renew for a further three years.

The Policyholder may also, by the natural expiry, ask the Company to extend this Insurance, limited to the period for completing the award procedures of the new insurance and in any case for a maximum period of 180 (one hundred and eighty) days. The Company undertakes to extend the Insurance, for the aforementioned maximum period, under the same contractual and economic terms in force, and the respective premium instalment will be paid within 30 (thirty) days from the start of the extension.

Art. 2 PAYMENT OF PREMIUM AND EFFECTIVENESS OF INSURANCE

The Insurance takes effect, with immediate cover, from midnight on the day indicated in the policy; however, the Policyholder may pay the first premium by midnight on 31.3.2021.

The subsequent premium instalments must be paid by 31.3 of each year.

If the Policyholder fails to pay by those deadlines, the Insurance is suspended and comes back into force from midnight on the day of payment, without prejudice to the subsequent deadlines.

If, however, the Policyholder fails to make the payment by the aforementioned deadlines due to a breach by the Company which, in conformity with the provisions of Art. 48(2) of Presidential Decree 602/73 and subsequent amendments and additions, has prevented the due payment of the premium, the insurance guarantee will remain fully effective provided that the Policyholder, by the deadlines set for paying the premium, has formally notified that circumstance. In that case, the Company will subsequently be obliged to send clearance to the payment issued by the collection agent and the Policyholder must pay the premium instalment within fifteen days of receiving that documentation.

Art. 3 PAYMENTS FOR CHANGES WITH PREMIUM COLLECTION

Any changes involving a premium collection must also be paid within 90 (ninety) days from the date of receipt, by the Policyholder, of the respective document correctly issued by the Company.

However, the Insurance will take immediate effect from midnight on the day indicated in the change document.

Art. 4 FORM OF COMMUNICATIONS AND CHANGES OF INSURANCE

All communications between the Parties must be made in writing; any changes to the Insurance must be proven in writing.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

Art. 5 PAYMENT TRACEABILITY

The Company must comply fully with the provisions of Art. 3 of Law 136/2010 and subsequent amendments and additions.

Art. 6 VARIATION OF RISK

Variation of risk means any change that determines a different probability of a claim occurring or an alteration of its consequences, unexpected or unforeseeable, at the time of entering into the contract.

Any element that occurs after the award of the contract, which involves a variation of risk, must be communicated immediately, namely within fifteen days from becoming aware of the same, in writing to the Insurer.

The policyholder Administration is not required to communicate in writing variations of risk resulting from regulatory changes or from modifications of case law guidance.

Art. 7 REVIEW OF PRICES AND OTHER CONTRACTUAL CLAUSES

For multiyear contracts, if, following significant, motivated and specific circumstances of variations of risk that alter the economic balance of the contract, the Insurer considers it essential to request a price review, six months before the expiry of the annual contractual term, based upon available data to be communicated to the Administration, the Insurer may inform the policyholder Administration of the occurrence of the circumstances of variation of risk envisaged by Art. 6 (Variation of risk) and request, with motivation, in accordance with Art.106 of Legislative Decree 50/2016 , a review of the premiums or contractual terms relating to deductibles, percentage excesses or insured maximum limits.

The policyholder Administration, within 15 days, after the respective investigation and taking account of the requests made, will decide on the same, making its own review counter-proposal.

If the parties reach an agreement, the contract is amended commencing from the new annual contractual term.

Art. 8 WITHDRAWAL CLAUSE

If there is no agreement, in accordance with Art. 7 (Review of prices and other contractual clauses) between the Parties, the Insurer may withdraw from the insurance contract. The withdrawal commences from the expiry of the annual contractual term.

The right of withdrawal is exercised within 30 (thirty) days from the proposal indicated in the first paragraph of Art. 7 (Review of prices and other contractual clauses), presented by the Insurer, or, in the cases indicated in the second paragraph of that article, within thirty days from receipt of the counter-proposal from the Administration.

If, at the effective date of the withdrawal, the contracting Administration has not managed to assign the new insurance contract, at the simple request of the latter, the Insurer undertakes to extend the insurance under the same regulatory and economic terms in force for a maximum period of 30 (thirty) days. The policyholder Administration pays the premium supplement at the same time.

The withdrawal does not produce effects if the data indicated in Article 26 "Production of information on claims" referring to the month prior to that of exercising the withdrawal are not produced.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

Art. 9 INACCURATE AND RETICENT DECLARATIONS WITHOUT INTENT OR GROSS NEGLIGENCE

In the circumstance indicated in Art. 1893, paragraph 1 of the Civil Code and in partial derogation of the same, in the absence of intent or gross negligence, the Insurer's right of withdrawal is excluded.

Inaccurate or reticent declarations of the Policyholder and/or the Insured when entering into the policy and relating to circumstances that affect the assessment of risk, along with the failure to communicate subsequent circumstances or changes that aggravate the risk, will not involve the forfeiture of the right to compensation or the reduction of the same or the termination of the insurance as referred to in Articles 1892, 1893, 1894 and 1898 of the Civil Code, provided that the Policyholder or the Insured has not acted with intent.

Art. 10 REDUCTION OF RISK

In partial derogation of Article 1897 of the Civil Code, if the risk reduces, along with the insured values, the premium will be immediately reduced.

The Company will refund the corresponding portion of the premium paid and not enjoyed (excluding government taxes if already paid to the Treasury) within 60 (sixty) days from the communication and will waive the right to terminate the contract and the right of withdrawal due to it under the terms of Article 1897 referred to above.

Art. 11 POLICY INTERPRETATION

If there is any doubt with regard to the interpretation of the policy clauses, the same should be interpreted in the sense more favourable to the Insured and/or the Policyholder.

Art. 12 PREVIOUS DAMAGES

The Insured and the Policyholder are exonerated from the obligation to declare any previous claims involving their liability.

Art. 13 INSURANCE WITH DIFFERENT INSURERS

Other insurance may exist for the same risk. For anything covered by insurance both by this policy and by others, the Company is liable for the entire damage with the right to take recourse action against the other insurers.

The Policyholder is exonerated from the obligation to inform the Company of the existence and subsequent stipulation of other insurance for the same risk. In the event of a claim, at the request of the Company, the Policyholder must report the existence/stipulation of other insurance for the same risk.

Art. 14 TAX COSTS

The tax costs relating to the Insurance are borne by the Policyholder.

Art. 15 COURT WITH JURISDICTION

For disputes concerning the application and execution of this policy, the Court of Milan has jurisdiction.

Art. 16 REFERENCE TO RULES OF LAW

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

For anything not regulated here, the rules of law apply.

Art. 17 DATA PROCESSING

In accordance with regulation (EU) 2016/679 the Parties consent to the processing of personal data contained in this policy or deriving from it, for purposes strictly connected to the fulfilment of the contractual obligations.

Art. 18 CO-INSURANCE AND DELEGATION

If the insurance contract is awarded to a temporary group of companies, established within legal terms, the provisions of Art. 1911 of the Civil Code will be derogated, as all underwriting companies are jointly liable towards the policyholder.

If the insurance is divided by shares between the different Companies indicated in the Offer Sheet relating to this insurance, the total amount of the premiums - within the terms regulated by Art. 2 - will be paid in full to the Lead Company which will give an overall receipt for the sum collected.

In the event of a claim, the Lead Company (hereafter Company) will manage and settle the payment directly with the Policyholder/Insured and the Co-Insurer Companies, which undertake to accept the settlement made by the Company, will contribute to the payment in proportion to the share insured by them, without prejudice to their joint liability; the Company also undertakes to issue a deed of settlement for the entire amount of the claims and to issue a receipt for the total amount of compensation.

Again in the circumstance where the Insurance is split by shares between different Companies, by signing this policy, the Co-Insurer Companies give a mandate to the Company to sign the subsequent modification documents even in their name and on their behalf; therefore, the signature affixed by the Company renders the subsequent documents valid for all effects, even for the Co-Insurer Companies

Art. 19 PREMIUM CALCULATION

The premium, net of government taxes in force, is determined by applying the taxable rate indicated in the Offer Sheet to the amount of Gross Annual Remuneration paid by the Policyholder in the relevant insurance period.

For the purposes of validity of the cover, the Policyholder is required to pay an advance premium, calculated on 80% of the estimated amount of Gross Annual Remuneration, as indicated below.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

Based upon the foregoing, the advance premium is calculated as follows:

Estimated Gross Annual Remuneration (80%)	Taxable rate
€130,000,000.00	as indicated in the Offer Sheet
Taxable annual premium	as indicated in the Offer Sheet

After the expiry date of each insurance period, the premium adjustment will be calculated, as regulated below.

Art. 20 PREMIUM ADJUSTMENT

With reference to what is indicated in the previous Article - Premium Calculation - within 120 (one hundred and twenty) days from the end of each insurance period, the Policyholder must communicate in writing to the Company the final figures of Gross Annual Remuneration paid.

The Company must issue, within 60 (sixty) days from receiving the communication, the respective premium adjustment appendix.

Any amount in favour of the Company must be paid by the Policyholder within 90 (ninety) days from the date of receiving the document correctly issued.

If the Policyholder fails to communicate the aforementioned data within the set terms or fails to pay the positive difference due, the Company may fix a further deadline, after which the premium paid in advance provisionally for the future instalment will be considered to be paid on account or in guarantee of that relating to the insurance period for which the adjustment or the payment of the positive difference has not taken place and the Insurance will be suspended, from midnight on the last useful day for making the premium payment, until midnight on the day on which the Policyholder has fulfilled its obligations, subject to the right of the Company to take judicial action or to declare, by recorded delivery letter, the contract terminated.

If, however, the Policyholder fails to make the payment by the aforementioned deadlines due to a breach by the Company which, in conformity with the provisions of Art. 48(2) of Presidential Decree 602/73 and subsequent amendments and additions, has prevented the due payment of the premium, the insurance guarantee will remain fully effective provided that the Policyholder, by the deadlines set for paying the premium, has formally notified that circumstance. In that case, the Company will subsequently be obliged to send clearance to the payment issued by the collection agent and the Policyholder must pay the premium instalment within fifteen days of receiving that documentation.

In the event of a contract that has definitively expired, if the Policyholder fails to fulfil the obligations relating to the premium adjustment, the Company, subject to its right to take legal action, will prioritise the payment of the premium adjustment in arrears over the settlement of any claims.

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APPLICABLE RULES IN THE EVENT OF A CLAIM

Art. 21 OBLIGATIONS OF THE POLICYHOLDER AND/OR THE INSURED - CLAIM REPORT

In the event of a claim, the Policyholder and/or the Insured, by way of the Policyholder, must give written notification of the claim to the Company within 30 (thirty) days from when the Office in charge of handling claims became aware of the same, in partial derogation of Article 1913 of the Civil Code.

For the effects of the Third Party Civil Liability Insurance, the Policyholder or the Insured is obliged to notify, within the terms indicated above, only if, or when, the injured party has made an explicit compensation claim, in writing, directly or by way of his/her Lawyer and/or a Third Party entitled to represent him/her, or the Judicial Authority has taken action.

For the effects of the Employers' Liability Insurance, the Policyholder or the Insured is obliged to notify, within the terms indicated above, only claims for which:

- it has received notification of the deed of judicial/administrative inquiry in accordance with the law due to an accident or the onset of an occupational disease;
- it has received a notification of criminal proceedings being brought;
- it has received compensation claims from INAIL and/or INPS;
- it has received compensation claims from the insured party or his/her Lawyers and/or his/her successors.

Art. 22 MANAGEMENT OF DISPUTES OF DAMAGE - LEGAL AND EXPERT COSTS

The Company undertakes to handle claims, with the necessary diligence, even where they fall within the set deductibles, as if those percentage excesses or deductibles did not exist, and it agrees, in the name of the Insured, to manage the disputes, both extrajudicial and judicial, civil and criminal, appointing, where necessary, Lawyers, Experts and/or Assessors and invoking all rights and actions due to the Insured itself.

However, in the event of a final settlement of the damage, the Company, at the request of the Insured and subject to every other Policy term, will continue at its own expense to manage the dispute in the criminal judicial venue until the completion of the case at the current stage when the settlement is made.

In accordance with Article 1917, third paragraph of the Civil Code, the Company bears the costs incurred to defend the action brought against the Insured, even in excess of the maximum limit established in the policy for the damage to which the claim refers, but within the limit of an amount equal to one-quarter of that maximum limit.

If the sum due to the Insured Party exceeds the maximum limit established in the policy, those costs are split between the Company and the Insured in proportion to their respective interest.

In relation to the appointment of Lawyers, Assessors and Experts, the Insured may add, alongside the person appointed by the Company, personnel instructed by it and/or employed at its Legal Department and/or the State Attorney, notwithstanding that those costs will be added to the policy maximum limit and within the limit equal to one-quarter of the same, if the appointment is made together with the Company.

The Company does not, however, pay costs incurred by the Insured for Lawyers, Assessors or Experts who are not appointed by it, and it is not liable for fines or financial penalties or the costs of criminal justice.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

Art. 23 PAYMENT OF COMPENSATION

The Company pays the compensation due directly to the injured Third Party, giving simultaneous communication thereof to the Policyholder, except in cases where the latter has formally asked the Company to pay the sum in its favour after having satisfied the injured Third Party.

Art. 24 WAIVER OF RECOURSE

For sums paid by way of damages compensation, the Company waives the right to exercise the recourse against the Employees and/or Directors and/or Collaborators of the insured Institution, except for the case of wilful intent.

This is without prejudice to the right of recourse due to the Institution by law.

Art. 25 WITHDRAWAL IN THE EVENT OF A CLAIM

This does not apply to this policy.

Art. 26 PRODUCTION OF INFORMATION ON CLAIMS

Within three months from the expiry of each half-year and in any case six months prior to the contractual expiry, within 30 subsequent calendar days, under penalty of application of the penalties indicated in the next paragraph, the Insurer, in respect of the provisions in force on personal data confidentiality, undertakes to provide to the policyholder Administration evidence of claims reported commencing from the effective date of the contract. That list will be provided in open digital standard format (e.g. CSV) by way of modifiable (not in read-only version) and non-modifiable files, and it must report for each claim:

- the claim number attributed by the Insurer; - the date of occurrence of the event;
- the date of the report;
- the type of event;
- the type of insured risk (for example, insurance branch); - the type of indemnity (if direct or indirect);
- the indication of the status of the claim according to the following classification and with the details indicated below:
 - a) claim archived, without follow-up, specifying the reasons in writing;
 - b) claim settled, on _____ with settlement of € _____;
 - c) claim open, being assessed, with respective amount estimated at €_____].

All claims must be accompanied by the opening date of the case at the Company, the date of occurrence of the reported claim, an indication of the damaged Property and respective location, the type of event and the date of any closure of the case due to settlement or for another reason.

The obligations described above may not prevent the Policyholder from requesting and obtaining an update, by the methods indicated above, on dates other than those indicated.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

If the provisions of the first paragraph of this article are not respected, in the absence of adequate motivations linked to causes of force majeure, the Insurer must pay to the Administration a sum equal to 0.05% of the total annual premium for each calendar day of delay, up to the maximum amount of 10% of the contractual net amount.

The Insurer undertakes to provide any other available information relating to the insurance contract in place which the Administration, in agreement with the Insurer, sees fit to obtain during the validity of the contract. In that regard, the Administration must provide adequate motivation.

For fulfilments relating to information to be provided after the contract expiry date, the application of any penalties is guaranteed by the security deposit, which may not be released until all the information indicated in the first paragraph has been sent.

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ACTIVITY AND CHARACTERISTICS OF RISK [AC]

It is acknowledged that the insurance is provided in relation to institutional activities and/or responsibilities of the Policyholder and/or the Insured, including any preliminary, accessory, complementary, annexed, connected, related and/or consequent activities, carried out and/or managed by anyone and anywhere, even indirectly and/or in mixed form and/or via Associations and/or volunteers, both for a consideration and free of charge.

The “institutional activities and/or responsibilities” of the Policyholder and/or the Insured are understood to include actual activities and responsibilities, as well as performances of service and/or research based upon agreements, even private, with third parties, as well as services, functions, duties, obligations and/or simple tasks resulting from laws, regulations and/or resolutions and/or measures issued by the competent bodies, including those issued by its own bodies, as well as from customs and/or traditions and/or best practices, including, whether new or not, anything carried out and/or to be carried out when signing this policy.

The guarantee is also effective for all activities that may be carried out even using third parties or contractors/subcontractors; in that case, the guarantee applies for any liability of the insured by way of joint liability or in the capacity of client, in accordance with Art. 2049 of the Civil Code and/or Legislative Decree 50/2016 and subsequent amendments and additions.

The guarantee is also effective for the purposes of what is regulated by the rules, regulations, even of the university, directives and the National Collective Labour Agreement on “Remote Working” and “Smartworking” for risks relating to damages to electronic equipment used by workers, excluding damages from intent, and for risks relating to damages to property and persons, including relatives of workers, deriving from the use of that equipment.

It is expressly and validly agreed that if the Policyholder and/or the Insured were held responsible for damages, being liable for civil purposes in accordance with the law, the Company will be responsible for their guarantee, both for what is described in this policy and for what may emerge later, even if not described here and even if the descriptions reported here or in other future descriptions contain errors, omissions, doubts, inaccuracies or uncertainties.

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**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

INSURED MAXIMUM LIMITS [IMS]

The maximum exposure of the Company **for each claim**, whatever the number of deceased or injured persons or persons who have suffered damage to their property, is, respectively:

€50,000,000 (fifty million)

Cumulatively for Third Party Civil Liability and Employers' Liability

With the limit of

€3,000,000.00 (three million)

For each injured Work Provider

Reduced to €1,000,000 (one million)

For each Work Provider who - for testing, research and teaching activity - performs duties linked to the possession and/or use of or in any case connected to phenomena of transmutation of the nucleus of the atom or radiation caused by the acceleration of atomic particles provoked artificially, as well as duties linked to the possession and/or use of explosives.

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THIRD PARTY CIVIL LIABILITY AND EMPLOYERS' LIABILITY

Art. 1 LIABILITY RULES

This insurance is valid for claims made against the Insured irrespective of the legal source invoked: rules of domestic, foreign, international or Community law, customs and traditions, and any other legal rule deemed applicable.

Art. 2 SUBJECT OF THE THIRD PARTY CIVIL LIABILITY INSURANCE

The Company undertakes to indemnify the Insured for anything the latter is asked to pay by way of compensation (Capital, Interest and Costs), as civilly liable in accordance with the law, for damages involuntarily caused to Third Parties, for death, personal injuries and property damage, as a result of an event occurring in relation to the activity performed.

The Insurance is also valid for civil liability that may derive for the Policyholder and/or the Insured from an involuntary and/or intentional act by Persons for which or with which it is liable.

Art. 3 SUBJECT OF THE EMPLOYERS' LIABILITY INSURANCE

The Company undertakes to indemnify the Insured for anything the latter is asked to pay, by way of compensation (Capital, Interest and Costs) as civilly liable:

1. in accordance with Articles 10 and 11 of Presidential Decree 30 June 1965 no. 1124, of Legislative Decree 23 February 2000, no. 38, and their amendments, additions and interpretations, for accidents suffered by Work Providers employed by it, by semi-subordinate workers and by workers with regular employment relationship, employed in activities for which the Insurance is provided;
2. in accordance with the Civil Code, by way of compensation for damages not falling within the cases indicated in point 1) above, caused to the aforementioned work providers by accidents which led to death or permanent invalidity.

The Employers' Liability Insurance is effective on the condition that, at the time of the claim, the Insured is compliant with its legal insurance obligations.

However, the Insurance remains valid even if the Insured is not compliant with the obligations indicated above if this derives from inaccurate or incorrect interpretation of the rules of law in force in that regard or from involuntary failure to make the prior report of new INAIL positions.

Art. 4 OCCUPATIONAL DISEASES

The Insurance includes occupational diseases, recognised by INAIL and/or considered such by the Judiciary as long as they are a consequence of acts committed and occurring for the first time on a date after the signature of this Insurance and they manifest, for the first time, after that date and in any case not beyond 24 (twenty-four) months after the termination of the guarantee or the employment relationship.

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This guarantee extension to occupational diseases is provided within the scope of the Employers' Liability maximum limit which also represents the maximum exposure of the Company per annual insurance period.

The guarantee relating to occupational diseases is not effective:

1. for Work Providers for whom a relapse of an occupational disease previously compensated or compensable has occurred;
2. for occupational diseases consequent:
 - to the intentional lack of respect of legal provisions, by the Legal Representative of the Policyholder;
 - to the intentional failure to prevent the damage, by the Legal Representative of the Policyholder, due to omitted repairs or adaptations of the means established to prevent or contain pathogenic factors;
 - to works with and/or exposure to asbestos (asbestosis and silicosis);

this exclusion 2) ceases to have effect for damages occurring after the time that measures are taken to remedy the deficiency.

Art. 5 INPS RECOURSE

Both the Third Party Liability Insurance and the Employers' Liability Insurance also apply for recourse actions taken by INPS in accordance with Article 14 of Law 12 June 1984, no. 222 and subsequent amendments and additions.

Art. 6 EXCLUSIONS

The Third Party Civil Liability and Employers' Liability Insurance do not include damages:

- a. consequent to possession and/or use of explosives, except where those materials are used for teaching or testing or research purposes;
- b. consequent to acts of terrorism and sabotage, as well as for damages occurring on the occasion of acts of war, acts of vandalism, insurrection, riots, strikes, uprisings, military occupation and invasion;
- c. consequent to possession and/or use or in any case connected with phenomena of transmutation of the nucleus of the atom or with radiation caused by the acceleration of atomic particles provoked artificially, except where those events are linked to testing, research and teaching activity;
- d. deriving from electromagnetic fields;
- e. deriving directly or indirectly, even if partially, from asbestos and any substance containing asbestos.

The Third Party Civil Liability Insurance does not include damages:

- f. consequent to theft, except as envisaged by the Article - Damages from theft below;
- g. for which Motor Liability insurance is mandatory in accordance with Legislative Decree no. 209 of 7 September 2005 and its amendments, supplements and implementing regulations;
- h. deriving from the use of aircraft, as well as navigation of motor vessels;
- i. deriving from use of motor vehicles, machines or systems that are driven or run by a person not authorised in accordance with the provisions in force and, in any case, who is under 16 years of age;
- j. to works under construction and those on which works are carried out;

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- k. to property transported on means of transport;
- l. deriving from pollution of the water, air, soil and environment in general that are not of accidental nature;
- m. consequent to overflow or regurgitation of sewers as well as those deriving solely from damp, dripping and, in general, from insalubrious premises.

Art. 7 CATEGORY OF THIRD PARTIES

It is agreed between the Parties that, for the purposes of the effectiveness of the Third Party Civil Liability guarantee provided with this policy, Third Parties are considered to include all Entities, both legal and natural persons, employees or otherwise, including the Rector and the Pro-Rector, excluding Work Providers and personnel seconded to the Policyholder, if they suffer damage due to work and/or service as the Employers' Liability cover is already effective.

Therefore, Work Providers and personnel seconded to the Policyholder are considered third parties if they suffer damage for a reason other than work and/or service or if damage is caused to their property.

For the effects of this insurance, it is understood and agreed that all Entities that participate in any capacity in the activities performed are understood to be third parties between them.

Art. 8 PERSONAL LIABILITY

The Insurance includes personal civil liability of employee Work Providers (therein including the Managers and the Head of the technical office of the Policyholder/Insured), semi-subordinate workers and workers with a regular employment relationship for damages involuntarily caused:

- 1. to "third parties", up to the maximum limit envisaged for Third Party Civil Liability, excluding the entities indicated above used by the Insured, except as provided by point 2 below;
- 2. to other Work Providers employed by the Insured, and to semi-subordinate workers, limited to the case of death or serious or very serious personal injuries, as defined by Article 583 of the Criminal Code, and up to the maximum limit envisaged for Employers' Liability.

The Insurance also includes personal civil liability, for damages involuntarily caused to third parties and to the other entities indicated above, of "Persons not in a relationship of employment" such as, by way of example but without limitation, Collaborators, external Consultants, Volunteers and Members of Voluntary Associations, Students, Scholarship Holders, Trainees, PhD Students, Researchers, Lecturers, Professors and all Persons envisaged and listed in the articles of laws, regulations, resolutions and/or measures, acts issued and/or that are issued in future by the competent Bodies.

Art. 9 LIABILITY IN ACCORDANCE WITH MINISTERIAL DECREE 363/98 AND SUBSEQUENT AMENDMENTS AND ADDITIONS, LEGISLATIVE DECREE NO. 626/1994 AND LEGISLATIVE DECREE NO. 494/1996 AND SUBSEQUENT AMENDMENTS AND ADDITIONS CONTAINED IN LEGISLATIVE DECREE NO. 81/2008

The Insurance includes civil liability deriving for the Insured due to acts of Employees, as well as personnel reporting to those Employees in the conduct of their contractual duties, including those envisaged by Ministerial Decree 363/98 and subsequent amendments and additions, Legislative Decree 19 September 1994 no. 626 and Legislative Decree 14 August 1996 no. 494 and subsequent amendments and additions contained in Legislative Decree 9 April 2008 no. 81.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

Art. 10 GENERIC CONTRACTING INCLUDING DRIVING OF VEHICLES

The Insurance includes liability that falls in any way on the Insured in accordance with Article 2049 of the Civil Code for damages caused to Third Parties by Contractor Firms, by Employees of the same or in any case by anyone who, not in an employment relationship, participates continuously or occasionally in carrying out the activity of the Insured.

The Insurance is also provided for damages caused to Third Parties by Employees of the Insured, even if no longer under the employ of the same at the time the claim emerges, in relation to the driving of vehicles, both motor vehicles and non-motor vehicles, provided that the same, with the exception of non-motor vehicles, are not owned or used by the Insured or registered to the same at the Vehicle Registration Agency or leased to it.

The guarantee also applies for bodily damages caused to passengers.

Art. 11 FIRE DAMAGES

The Insurance includes the civil liability of the Insured for damages to the property of Third Parties consequent to a fire involving property owned by the Insured or held by it for any reason.

That guarantee is provided at second risk to any similar guarantee applied by an All Risks policy, provided that it is valid and effective.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€4,000,000.00 (four million) for one or more claims occurring in the insurance period.

Art. 12 DAMAGES FROM INTERRUPTION OF ACTIVITY

The Insurance includes the civil liability of the Insured for damages deriving from the interruption or suspension, partial or total, of industrial, commercial, agricultural or service activities, provided that the suspension is consequent to a claim indemnifiable under the policy terms.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€1,000,000.00 (one million) for one or more claims occurring in the insurance period.

Art. 13 ACCIDENTAL POLLUTION

The Insurance includes the civil liability of the Insured for damages from pollution deriving from faults or accidental breakages of systems and pipework.

In relation to this extension, it is noted that "damages from pollution" means damages that determine the contamination of the water, air and soil, jointly or separately, by substances, of any nature, emitted, discharged, dispersed, deposited or in any case escaping from the set of structures owned by the Policyholder.

It excludes damages for which the Insured or persons for which the same is responsible are liable by way of environmental damage in accordance with Article 18 of Law 349/86 and subsequent amendments and additions.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€1,000,000.00 (one million) for one or more claims occurring in the insurance period.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
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Again for these damages, the compensation is paid with a percentage excess of 10% (ten per cent) with a minimum of €5,000.00 (five thousand) and a maximum of €50,000.00 (fifty thousand) for each claim.

Art. 14 OWNERSHIP, MANAGEMENT AND LEASING OF BUILDINGS

The Insurance includes civil liability deriving for the Insured in its capacity as owner, tenant, concessionaire or user in any capacity of buildings in which it carries out the activity described in the policy and the respective systems, such as, by way of example but without limitation: lifts, hoists, thermal power stations, autoclaves, gates, including electric, fencing, parks and gardens, roads for internal use, rooms used as classrooms, heliport, without exclusions or exceptions.

The Insurance also includes damages occurring on the occasion of ordinary and extraordinary maintenance works.

The guarantee includes civil liability deriving for the Insured from the ownership and/or management of sports facilities in general, including services and appurtenances, as well as from the organisation of sports programmes including sporting and/or recreational activities even carried out by way of entities having autonomous legal personality.

The guarantee includes civil liability deriving for the Insured from the ownership and/or management of various games, not powered by motor (by way of example but without limitation, table tennis tables, volleyball and basketball courts, slides, rides and similar) installed in gardens, public parks and anywhere they can be adequately accommodated.

Art. 15 POSTERS, SIGNS AND ADVERTISEMENT HOARDINGS

The guarantee includes civil liability deriving for the Insured for damages resulting from the ownership, exercise and maintenance of advertising posters and signs, illuminated signs, pavilions, banners, plaques, including billboards of any type, wherever they are located. If the maintenance is entrusted to third parties, the guarantee operates in favour of the Insured in the capacity of works principal.

Art. 16 OWNERSHIP AND USE OF MACHINERY

The Insurance includes the civil liability of the Insured deriving from the ownership and use of means of transport and/or lifting, even if self-propelled, used for operations related to the activity carried out by the Insured, excluding, however, risks related to the circulation of the same and as such subject to the insurance obligation indicated in Legislative Decree no. 209 of 7 September 2005.

Art. 17 SALVAGING COSTS

The Company compensates the Insured for the costs not inconsiderately incurred by the same for the purpose of restricting the injurious consequences of an act for which the Insured may be held liable.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€200,000.00 (two hundred thousand) for each claim.

Art. 18 DAMAGES TO PROPERTY TAKEN ON DELIVERY AND IN CUSTODY

The Insurance includes the civil liability of the Insured for damages suffered by property that the Insured itself has taken on delivery or in custody for any reason or use, excluding property subject to works.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
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The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€1,000,000.00 (one million) for each claim.

Again for these damages, the compensation is paid with a deductible of €100.00 (one hundred) for each claim.

Art. 19 LOAN - LEASING - RENTAL

The Insurance is also valid for civil liability of the Insured relating to property granted on loan, leasing, rental, concession and the like.

Given that the Insured may use buildings owned by third parties by virtue of loan, leasing, rental and concession contracts, the Insurance is also extended to civil liability deriving for the Insured from its contractual acceptance of the civil liability of the owner of those buildings within the limits envisaged by the contractual uses and by the rules of law.

Art. 20 DAMAGES FROM THEFT

The Insurance is also valid for civil liability of the Insured for damages from theft caused to third parties by persons who have used - to commit the crime - scaffolding erected by the Insured.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€50,000.00 (fifty thousand) for one or more claims occurring in the insurance period.

Again for these damages, the compensation is paid with a percentage excess of 10% (ten per cent) with a minimum of €500.00 (five hundred) for each claim.

Art. 21 DAMAGES FROM SALES

The Insurance includes civil liability deriving for the Insured for damages caused by items, including branded items, sold or in any case distributed.

With the exception of branded items, damages to third parties due to original defects of the product are excluded.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€100,000.00 (one hundred thousand) for one or more claims occurring in the insurance period as well as for each claim in series or for compensation claims deriving from multiple damages originated by the same defect, even if manifesting in several products and at different times.

In relation to this extension, damages occurring in the USA, Canada and Mexico are excluded.

Art. 22 DAMAGES TO VEHICLES

The Insurance also applies to the civil liability of the Insured for damages (excluding those from theft) caused to vehicles owned by Third Parties, Employees, the Rector, and Directors parked in the appurtenant areas, including those of external Structures, of the Policyholder.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€70,000.00 (seventy thousand) for each injured party.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
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Art. 23 PROPERTY IN THE WORKS AREA

The Insurance includes the civil liability of the Insured for damages to property, including the rooms, located within the area of performance of the works.

The Company will compensate damages up to the insured maximum limit and in any case with maximum compensation of €500,000.00 (five hundred thousand) for one or more claims occurring in the insurance period, with the sub-limit of **€250,000.00 (two hundred and fifty thousand)** for damages to property of third parties which constitute work tools and/or are the subject of the work itself.

Again for these damages the compensation is paid with a percentage excess of **5% (five per cent)** with a minimum of €500.00 (five hundred) reduced to €250.00 (two hundred and fifty) for damages to property of third parties which constitute work tools, for each claim.

Art. 24 DAMAGES TO VEHICLES BEING LOADED AND UNLOADED

The Insurance includes the civil liability of the Insured for damages caused to means of transport being loaded and unloaded or parked in the area in which those operations are carried out.

Art. 25 DAMAGES TO PIPES AND UNDERGROUND SYSTEMS

The Insurance includes the civil liability of the Insured for damages to pipes and underground systems.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of €100,000.00 (one hundred thousand) for one or more claims occurring in the insurance period.

Again for these damages, the compensation is paid with a percentage excess of **5% (five per cent)** with a minimum of **€2,500.00 (two thousand five hundred)** for each claim.

Art. 26 DAMAGES FROM COLLAPSES AND LANDSLIDES

The Insurance includes the civil liability of the Insured for damages to Property caused by collapses or landslides provided that they are not directly consequent to underlaying, piling, waterproofing, bulkhead works and other replacement technique works.

In relation to damages to buildings, the Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of **€750,000.00 (seven hundred and fifty thousand)** for one or more claims occurring in the insurance period.

Again for damages to buildings, the compensation will be paid with a percentage excess of 10% (ten per cent) with a minimum of **€5,000.00 (five thousand)** for each claim.

In relation to damages to other property, the compensation is paid with a deductible of €1,000.00 (one thousand) for each claim.

Art. 27 TESTS AND EXAMINATIONS

Given that the Insured, in order to recruit the personnel required for its activity, carries out practical selections or tests, it is noted that the Insurance includes civil liability deriving for the Insured from damages caused and/or suffered by those undergoing tests and examinations in relation to their technical and professional skills.

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
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Art. 28 DAMAGES CAUSED AND/OR SUFFERED BY NON-EMPLOYEES

The Insurance includes the civil liability deriving for the Insured from damages caused and/or suffered by:

- owners and/or employees of enterprises that carry out on behalf of the Insured works of cleaning, maintenance, repairs, assembly, disassembly, testing, loading, unloading, picking and delivery of goods and gardening works in general;
- designers and/or project managers, consultants, technicians, assistants, lawyers, professionals in general, in any case not employed by the Insured, in relation to the conduct of works carried out on behalf of the Policyholder;
- persons not employed who carry out occasionally the works subject to the activity described in the policy;
- members of national and foreign delegations visiting Politecnico, even when the same use equipment and systems in general;
- members of procurement commissions established for purchases of goods and/or services or works as well as members of committees in charge of the acquisition of human resources.

Limited to the damages suffered, the guarantee is valid provided that the Insured has not violated the rules on mandatory INAIL insurance.

Art. 29 CONFERENCES - CONVENTIONS - COURSES - EVENTS IN GENERAL

The Insurance includes the civil liability of the Insured towards third parties, including participants and students, deriving from the organisation of conferences, conventions, professional courses and visits to companies in general as well as from the organisation of shows, trips and similar events, of sporting, cultural, recreational, artistic, historical or similar nature, including the assembly and disassembly of stands.

Art. 30 FURTHER SPECIFICATIONS

It is noted that the Insurance also include civil liability deriving from the provision of all services carried out both directly and by way of:

- persons in a conventional relationship, various occasional assignments, persons engaged in socially useful works;
- conventions with Voluntary Associations/Civil Service;
- scholarship holders and trainees admitted to frequent the structures, even of third parties, for volunteering and professional specialisation purposes both in Italy and abroad.

That list is merely by way of example but without limitation. Therefore, it is agreed that for all persons who are not Employees of the Policyholder/Insured, used by the same continuously, occasionally or intermittently, to carry out the activities subject to the Insurance, the guarantees apply:

- a. for civil liability deriving for the Insured for damages caused to third parties by those persons including employees and Directors;
- b. for civil liability deriving for the Insured for damages suffered by those persons.

Art. 31 PRIVACY LAW

**TECHNICAL SPECIFICATIONS for INSURANCE in favour
of POLITECNICO DI MILANO**

In partial derogation of the provisions of the Article - Subject of the Third Party Civil Liability and Employers' Liability Insurance, the Company undertakes to indemnify the Insured for anything it is required to pay, as civilly liable in accordance with the law, even for financial losses (i.e. economic prejudice that is not a consequence of personal injuries or death or property damage) involuntarily caused to Third Party Users as a result of an unintentional violation of legal obligations in relation to personal data processing, whether common or sensitive. The guarantee is effective provided that the processing of those data is strictly instrumental to the conduct of the Policyholder's institutional activities.

This extension does not apply:

- for data processing for commercial purposes;
- for voluntary dissemination and transfer of personal data to other entities in violation of legal provisions;
- for fines and financial penalties applied directly to the Policyholder or to persons for the actions of whom it is liable.

The Policyholder and the Employees, limited to violations of law relating to the employment relationship in place between the Parties, are not Third Parties between them.

The Company will compensate those damages up to the insured maximum limit and in any case with maximum compensation of
€250,000.00 (two hundred and fifty thousand) for one or more claims occurring in the insurance period.

Art. 32 TERRITORIAL VALIDITY

This Insurance is valid for damages occurring in the whole world excluding, with regard to Damages from Sales indicated in Article 20, the USA, Canada and Mexico.

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