

## SPECIFICATIONS FOR INSURANCE POLICY COVERING STUDENTS AND COMPARABLE PERSONS

POLICYHOLDER	<b>UNIVERSITA' DEGLI STUDI DI MILANO</b> Via Festa del Perdono, 7 20122 Milano C.F./P.IVA 80012650158
INSURED	<b>UNIPOLSAI ASSICURAZIONI S.P.A.</b> <b>Agenzia Generale di Milano 64871</b> <b>S.A.G. Soluzioni Assicurative Globali S.r.l.</b> Piazza della Repubblica, 25 20124 Milano (MI)

POLICY NUMBER	<b>78/188575113</b>
COVERAGE BEGINS/ENDS	midnight on Sept. 30, 2022 midnight on Sept. 30, 2027
PREMIUMS PAYABLE	Annually
CIG. CODE	<b>9161683BF9</b>
TACIT RENEWAL	<b>NO</b>
BROKER	<b>Aon S.p.A.</b>

### POLICY PREMIUM

Premium to signature

Taxable Premium	TAXES	Gross Premium
€ 353,036.98	€ 15,463.02	€ 368,500.00

Premium subsequent

Taxable Premium	TAXES	Gross Premium
€ 353,036.98	€ 15,463.02	€ 368,500.00

**Policy subject to special conditions as per the attached Tender Specifications.**

**Issued in one copy on AUG. 01, 2022**

POLICYHOLDER

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## DEFINITIONS

Definitions in this document:

<b>COMPANY</b>	the insurance company/companies
<b>POLICYHOLDER</b>	Università degli Studi di Milano
<b>INSURED</b>	the parties covered by this policy
<b>BENEFICIARY</b>	the insured; in case of death, if there is no designation, the beneficiaries will be the insured's statutory and/or testamentary heirs
<b>POLICY</b>	the document that proves the insurance
<b>RISK</b>	the probability of a claim
<b>CLAIM</b>	occurrence of the injurious event for which the insurance coverage is provided
<b>INSURED VALUE</b>	maximum insurance coverage
<b>INDEMNITY</b>	sum owed by the Company in case of a claim
<b>INJURY</b>	any random external event that causes objectively ascertainable bodily injury which results in temporary incapacity, permanent disability, or death
<b>ILLNESS</b>	any change in health not caused by an injury
<b>MISSION</b>	activity within the University's purpose, performed outside the ordinary university location, either in or outside the country, to be performed in the name and on behalf of the University of Milan or one of its educational, research, or service facilities.
<b>TEMPORARY INCAPACITY</b>	temporary partial or total loss of the insured's capacity to perform his/her habitual professional activities
<b>PERMANENT DISABILITY</b>	the permanent, definitive and irremediable loss or diminishment of the insured's ability to perform any productive work, regardless of his/her profession
<b>PERMANENT DISABILITY DUE TO ILLNESS</b>	the definitive and irremediable loss or permanent diminishment - due to illness or the insured's general capacity to perform any productive work, regardless of profession
<b>HOSPITALIZATION</b>	admission to a care facility for at least one night

## GENERAL CONDITIONS OF INSURANCE

### ART. 1 – PERSONS INSURED

This contract insures the following persons:

1. those enrolled (either within or beyond the normal time to complete the course of studies) in all courses, educational, and training activities the University initiates while the contract is in force in order to achieve its institutional purposes;
2. those enrolled in post-graduate professional schools;
3. persons not yet enrolled, when documents filed with the secretary's office show that they have been accepted from the list of eligible candidates;
4. recipients of scholarships provided by the Policyholder;
5. recipients of scholarships for promising young students;
6. recipients of research fellowships;
7. those enrolled in specialist training courses and masters programs;
8. those enrolled in special purpose schools;
9. those enrolled in PhD programs;
10. interns completing their mandatory post-graduate internships (including the internship for purposes of passing the State professional licensing exam);
11. type A observers, authorized under the "Regulations for Graduates Attending University Facilities" (such as new graduates receiving training, experts in the field, instructors on leave);
12. interns (students and graduates) involved in educational, training, and adaptation periods;
13. part-time students under Art. 13 Law 390/91;
14. students participating in mentorships under Art. 13 Law 341/90;
15. candidates for State professional licensing exams during testing (written, oral and practical);
16. participants in international projects (graduates of the University and/or other Italian universities);
17. foreign students enrolled in international programs (such as Socrates or Erasmus);
18. all persons who do not fall into the above categories who are authorized to participate in educational and training activities;
19. occasional service providers under Art. 7 paragraph 6 of Legislative Decree 165/2001.
20. All persons of whose work, including volunteer work, the University avails itself (including but not limited to former students, retired instructors, persons outside the University).

With regard to the persons under point 2, note that doctors receiving specialized training are only covered for injuries not connected to their medical residency, which is covered by the hospital under Article 41, paragraph 3 of Legislative Decree no. 368/99.

Insurance coverage includes non-enrolled persons who are involved in administering University admissions tests, limited to injuries which occur within the University itself, and exclusively for cases of death, permanent disability, and reimbursement of medical expenses.

All the above persons are considered insured when they are on the premises (such as classrooms, laboratories, hospital departments, offices) and in the buildings of the University of Milan, and when they are using its installations (such as elevators), or in any other place, even outside the University (such as other universities, companies, hospitals, industrial or research laboratories), either in Italy or abroad, where said persons are located to perform their respective activities (such

as study, research, internship, experimentation).

Coverage is also provided during “field” educational and/or research activities (such as archaeological digs, taking measurements, gathering data, site visits educational travel) included in the individual educational systems, provided they are duly authorized by the manager of that activity.

Coverage also includes injuries to insured persons during activity covered by the policy, including distance learning. The injured person is responsible for proving that the claim occurred during the distance activity.

Coverage includes all duly authorized travel by foot and/or using public and/or private transportation in order to engage in educational, research, training and related activities.

Insurance coverage also includes injuries to all insured persons during travel to and from their home to the site of their respective activities, either by foot or using public and/or private transport, provided this is duly authorized or participation (potential or actual) in the respective activities is certified.

Also covered are injuries to students involved in laboratory research activities that include the use of laboratory equipment or animals (in vivo activities), including at businesses outside the University.

For the above persons, coverage is extended to injuries during missions authorized by the University.

## **ART. 2 – EVENTS INSURED**

Injuries also include:

- a. asphyxia caused by gas leaks, fumes or vapors;
- b. suffocation from ingestion of solids;
- c. poisoning or acute intoxication due to ingestion of food or other substances;
- d. intoxication of traumatic origin;
- e. conditions due to animal, insect or spider bites (with the latter excluding those for which insects are the necessary vectors), plant stings, and infections (tetanus) due to indemnifiable events under the terms of the policy;
- f. animal and/or plant burns in general, contact with corrosives;
- g. drowning;
- h. frostbite or freezing;
- i. electrocution and electrical charges in general;
- j. sunstroke and heatstroke;
- k. injuries due to strain, excluding heart attacks and hernias;
- l. physical consequences of surgery and other treatments made necessary due to an injury covered by this policy;
- m. aesthetic damage due to injury (such as injuries to the face that cause permanent disfigurement or scarring);
- n. the pathological consequences of the use of and/or contact with biological material (blood, saliva, urine, body parts, etc.) and/or other materials;
- o. injuries incurred while experiencing illness or as a result of fainting or dizziness;
- p. injuries due to inexperience, imprudence or negligence, including serious ones;
- q. injuries due to temperature and weather conditions;



- r. injuries during air travel due to attacks, piracy, sabotage, terrorism, or hijacking, provided this is not the result of war (including undeclared), insurrection or civil unrest;
- s. sleep-related injuries;
- t. tropical diseases included under the applicable provisions of law.

### **ART. 3 – HERNIAS AND STRAINS**

Torn muscles and hernias caused by straining are considered injuries with the understanding that:

- if the hernia is operable, a daily indemnity is paid for the period of hospitalization in a care facility;
- when the hernia, including a bilateral hernia, is not operable, a daily indemnity for the period of hospitalization in a care facility will be paid, as well as an indemnity for permanent disability of no more than 20% of the relative sum insured.

### **ART. 4 – TYPES OF TRANSPORT**

The insurance covers injuries due to the use and driving of any vehicle or boat, provided that the persons insured under the policy have a valid license to operate it. Underwater vessels and airplanes are excluded.

### **ART. 5 – AVIATION RISK – CATASTROPHIC LIMIT**

The insurance covers injuries to the Insured during air travel as a passenger on airplanes and helicopters however operated.

Flights on airplanes and helicopters operated by aeroclubs are excluded.

Total coverage under this policy and under any other accident insurance taken out by the same Policyholder, the Insured or third parties on their behalf may not exceed the following amounts:

€ 1,033,000.00 for total permanent disability;

€ 1,033,000.00 for death;

€ 260.00 for temporary incapacity;

per person and:

€ 15,000,000.00 for total permanent disability;

€ 15,000,000.00 for death;

€ 5,200.00 for temporary incapacity;

overall per aircraft, if insurance is provided under a cumulative policy.

This limit per aircraft also includes sums for any other persons insured for the same risk under other policies with the same type of specifications taken out by the same Policyholder.

If the overall sums insured exceed the aforementioned amounts, the indemnities due in case of a claim will be adjusted with a reduction charged proportionally to the individual contracts.

If an event affects multiple persons, the overall amount – catastrophic limit – borne by the Company may not exceed € 15,000,000.00.

### **ART. 6 – SPECIAL EXTENSIONS OF INSURANCE COVERAGE**

#### **a) Earthquakes – volcanic eruptions – floods**

Coverage includes injuries due to earthquakes, volcanic eruptions and floods, with the understanding that the Company's maximum payment may not exceed € 5,165,000.00 regardless of how many injured persons were covered by this policy.

#### **b) War and insurrection**

Coverage extends to injuries due to war (whether or not declared) and insurrection for a maximum of 14 days from the start of hostilities, if and to the extent that the insured is in a foreign country, which until then had been at peace, where war unexpectedly breaks out.

Coverage does not include injuries to the insured due to said cause within the Italian Republic, the Vatican City, and the Republic of San Marino.

### **c) Sociopolitical events**

The Insurance also covers injuries due to civil unrest, acts of terrorism, vandalism, attacks, or violent acts that have a political, economic, or trade union cause, provided the insured has not taken an active part in such.

### **ART. 7 – TERRITORIAL LIMITS**

The insurance is valid anywhere in the world.

Temporary incapacity outside of European countries is valid only for the period of hospitalization from the day the student returns to Italy.

### **ART. 8 - EXCLUSIONS**

The following injuries are not covered by the insurance:

- injuries due to war and insurrection, except as provided under Art. 6 above;
- injuries caused by the voluntary consumption of alcohol, drugs or hallucinogens, the abuse of psychotropic drugs not for therapeutic use;
- injuries which are the result of one's own criminal actions;
- injuries which are the direct or indirect result of chemical or biological and nuclear contamination due to an act of terrorism or war; an act of terrorism means an action (including the use or threat of the use of force or violence) carried out by any person or group of persons who act alone or on behalf or in connection with any organization, for political, religious, ideological or similar purposes, including the intention to influence any government or to strike fear into the population or any segment of such.
- injuries due to Covid-19 infections.

### **ART. 9 – INSURED AMOUNTS**

Each of the parties under Art. 1 is considered insured for the following amounts:

- €720,000.00 in case of death;
- €750,000.00 in case of permanent disability;
- €500,000.00 in case of permanent disability due to illness;
- €50,000.00 as reimbursement for treatment costs;
- €55.00 indemnity for total temporary incapacity;
- €27.50 indemnity for 50% partial temporary incapacity;
- €13.75 indemnity for 25% partial temporary incapacity.

If the injury contemporaneously affects multiple insured persons as a result of a single event, the maximum total compensation payable by the Company may not exceed €50,000,000.00, regardless of the number of injured persons covered by this policy and by any other policies taken out with the insurance Company for the same risk. If the indemnities payable overall exceed this amount, they will be proportionally reduced.

### **ART. 10 - DEATH**

If the injury results in the death of the insured and this occurs within three years after the day the injury occurred, the Company will pay the heirs the insured sum for death, applying the criteria for identifying testamentary or statutory heirs. If the insured dies after payment of an indemnity for permanent disability, but within two years after the date of injury and as a consequence of such, the Company will pay the beneficiaries the difference between the indemnity paid and the insured amount in case of death, if this is greater. If not, the insurance Company will not request any reimbursement.

**ART. 11 – PRESUMED DEATH**

If the insured disappears and is presumed dead as a result of an indemnifiable injury under the terms of the policy, the Company will pay the amount provided in case of death. Unless information emerges in the meantime that makes the damage non-indemnifiable, settlement will be made no earlier than 180 days after the petition for a declaration of presumed death is filed under Articles 60 and 62 of the Italian Civil Code.

If, after payment, it is discovered that death did not occur or that it was not due to the indemnifiable injury, the Company will have the right to reimbursement of the entire sum paid. After repaying the entire sum, the insured may then assert his/her rights for any permanent disability incurred.

**ART. 12 – PERMANENT DISABILITY**

If the result of the injury is permanent disability, the Company will indemnify this based on the insured amount for absolute permanent disability, according to the following provisions and using the percentages indicated in the table in Attachment 1 of Presidential Decree no. 1124 of June 30, 1965 in effect on July 24, 2000, with the Company's waiver of the deductible provided by the law.

The absolute and irremediable loss of functional use of an organ or limb is considered the anatomical loss of such: if it involves an impairment, the percentages established by the table are reduced in proportion to the impaired function.

In cases of permanent disability not specified in the aforementioned table, the indemnity is determined by analogy with the closest case listed in the table or by considering the insured's diminished work capacity.

If the person is determined to be left-handed, the percentages of permanent disability that the legal table establishes for the upper right arm and right hand will be valid for the upper left arm and left hand and vice versa.

If the insured dies for reasons unrelated to the injury before the indemnity is paid or offered in a particular amount, the Company will pay the beneficiaries the amount that the insured would have received.

**ART. 13 – ABSOLUTE DEDUCTIBLE FOR PERMANENT DISABILITY**

The sum insured for permanent disability is subject to the following absolute deductibles:

- 5% on the sum over €320,000.00 and up to €570,000.00;
- 10% on the sum over €570,000.00.

Therefore on the insured sum:

- over € 320,000.00 and up to € 570,000.00, the Company will pay no indemnity if the permanent disability does not exceed 5% of the total; the Company will pay the indemnity only for the excess portion;
- over € 570,000.00, the Company will not pay any indemnity if the permanent disability does not exceed 10% of the total; if the permanent disability exceeds 10% of the total, the Company will pay the indemnity only for the excess portion.

If the permanent disability exceeds 20% of the total, the Company will pay the indemnity without any deductible.

**ART. 14 – PERMANENT DISABILITY DUE TO ILLNESS AS A RESULT OF INJURY**

Coverage includes permanent disability as a result of illness due to injury with the limit indicated in Art. 9 above.



**ART. 15 – PREFERENTIAL INDEMNITY FOR SERIOUS PERMANENT DISABILITY**

If the permanent disability exceeds 50% and the insured is unable to perform any kind of activity, the indemnity for permanent disability will be paid at 100% of the insured amount under this policy for permanent disability.

**ART. 16 – SPECIAL INDEMNITY FOR DISFIGUREMENT**

If the injury results in damage to the face that causes disfigurement or permanent scars that are not otherwise indemnifiable, the Company will pay an additional lump sum indemnity up to a maximum of € 12,000.00.

**ART. 17 – INDEMNITY TO ESTABLISH A LIFETIME ALLOWANCE FOR ONGOING PERSONAL ASSISTANCE**

If an injury that is indemnifiable under the policy results in at least 66% permanent disability of the insured, thus requiring ongoing personal assistance, in addition to the amount due under this policy, the Company will pay the insured the sum necessary to establish an immediate revaluable lifetime allowance of € 300.00 per month by entering into a special insurance contract.

**ART. 18 – REIMBURSEMENT FOR COSTS OF HEALTHCARE AND TRAVEL TO A FULLY EQUIPPED HOSPITAL FACILITY**

For each injury, the Company will reimburse expenses for:

- fees of surgeons or the operating team;
- use of the operating room, surgical material, therapeutic equipment and joint replacements during surgery;
- hospital bills;
- exams and diagnostic tests;
- physical therapy and rehabilitation;
- transport of the insured to a hospital or clinic and return home in ambulance;
- physician-nurse services, medications, purchase and/or rental of prosthetic and health equipment, including wheelchairs.

Also included are expenses for treatments and applications to reduce or eliminate the consequences of aesthetic damage caused by the injury.

If it is determined that the insured cannot be treated in the public hospital where the injury occurred, the Company will also reimburse expenses for air transport to a hospital, including a private facility, which is equipped to treat the insured.

The Company will make the reimbursement upon presentation of original copies of the documents justifying the expenses.

This coverage is valid up to the amount of €50,000.00.

It does not include reimbursement of the cost of medical certificates issued by the National Health Service physician for insurance purposes and any party medical-legal expert opinions.

**ART. 19 – TEMPORARY INCAPACITY**

If the result of the injury is the insured's inability to perform his/her normal work activities, the Company will pay the insured sum:

- fully, in the amount of € 55.00 a day, for the entire time the student was physically completely unable to perform his/her normal professional activities;
- at 50% and 25%, in the respective amounts of € 27.50 and € 13.75 a day, for the entire time the student was unable to perform a portion of his/her normal professional activities.

The indemnity for temporary incapacity, which is paid for the period of necessary care, begins on the day of the properly reported injury and ceases on the day of complete recovery.

This indemnity is paid for a maximum of one year after the day of the injury. The daily indemnity for temporary incapacity will be paid if the injury results in one of the following:

- hospitalization;
- application of a cast;
- visit to emergency room or hospital with issuance of appropriate medical certification: in the latter case, the indemnity will be paid starting on the sixth day after the event.

If the injury that results in hospitalization and/or application of a cast for over 40 (forty) days and prevents the student from taking exams, the Company will pay an indemnity of € 2,600.00 per year.

#### **ART. 20 – POLICYHOLDER’S CIVIL LIABILITY**

The Company promises to indemnify the University for payments it is required to make for bodily injury, pain and suffering, or death (principal, interest and expenses) to insureds or entitled parties under the policy, for civil liability for injuries, as well as occupational illnesses, which occurred as a result of the indemnifiable risks insured under this policy.

This coverage is provided for each injured person up to an additional amount with a coverage limit of € 550,000.00; if an event affects multiple persons, the total amount payable by the Company may not exceed the coverage limit of € 4,500,000.00.

The insurance is effective if the injured person or his/her beneficiaries are not satisfied with the indemnity for permanent disability provided by this policy and file claims for compensation based on the University’s civil liability. In this case, the amount of the relative indemnity is set aside and will be calculated in the overall compensation the University is required to pay following a Court ruling or settlement agreement.

If the injured party or beneficiaries withdraw from the civil liability action or if they lose it, the amount set aside is paid after deducting the expenses incurred to defend against the action for damages.

To the extent it has an interest, and bearing the costs of such under the law, the Company will handle judicial and extrajudicial civil and criminal disputes on behalf of the University, availing itself of all of the University’s rights and causes of actions.

The University will promptly inform the Company (in all cases sending it documents, information and anything else regarding the dispute) of claims filed by injured persons or beneficiaries so that the Company can designate defense attorneys or legal representatives; the Policyholder has the power to appoint its own attorneys or legal representatives at its own expense.

#### **ART. 21 – INSURANCE BASED ON THE NUMBER OF INSURED. CLARIFICATIONS.**

The Policyholder is not obligated to report the personal details of persons to be considered insured or the infirmities of individual insureds at the time this policy was taken out or which arose thereafter.

Enrollment documents will be used to identify them (including but not limited to the personal file of the student enrolled or participating in the doctoral program, etc.), or other documents which attest that the person is/was classified as an insured; the Policyholder undertakes to present these at any time to Company representatives responsible for monitoring and/or controlling said documents.

The Policyholder also has no obligation to report any other insurance that individual insureds have taken out or take out on their own for the same risk.

#### **ART. 22 – DECLARATION OF POLICYHOLDER – FORM OF COMMUNICATIONS**

The parties acknowledge that any communications from the Policyholder and the Insured may be via registered letter, email, telegram, fax, certified email, or other method that adequately proves the date and content of such.

**ART. 23 – DURATION OF CONTRACT AND INSURANCE START DATE**

This Contract goes into effect on midnight on September 30, 2022 and expires without tacit renewal at midnight on September 30, 2027.

The Policyholder may cancel the contract via registered letter with advice of receipt sent at least one month before each annual renewal date.

Coverage for the risk under this contract must begin at midnight on September 30, 2022.

**ART. 24 – ANNUAL PREMIUM**

The per capita annual premium is €6.70, taxes included, based on an estimated 55,000 persons insured; therefore, the gross annual premium upon signature is € 368,500.00.

The Insurance Company will have the right to receive payment of the annual estimated premium (annual per capita premium offered by the Company awarded the contract multiplied by 55,000) by December 31 of each year, including the first annual payment, of course provided this contract is in effect. This payment assumes the possibility of a final adjustment, in accordance with the provisions of the following article.

If the Policyholder does not pay the premiums or subsequent premium installments, the insurance will be suspended at midnight on the ninetieth day after the due date and will go back into effect at midnight on the date of payment, subject to subsequent due dates and the Company's right to receive payment of the premiums due under Art. 1901 of the Italian Civil Code.

If, in accordance with Ministerial Decree no. 40 of 2008, controls by the Authority find that the insurance Company/Companies are not in compliance, it/they undertake to continue to cover the risk, even beyond the extension period, until the conclusion of the inspection procedures imposed by Art. 3 of the aforementioned Ministerial Decree.

Moreover, the date of payment of the premium is considered the same as the date on which the Policyholder, through a special document, delivers this order to its Treasury.

**ART. 25 – ADJUSTMENT OF PREMIUM**

At the end of each annual insurance period, for purposes of any adjustments, the Policyholder will notify the Company of the final figure for the actual number of insureds for that year, as shown in the University's official registries.

For this purpose, within 90 days after the end of the annual insurance period, the Policyholder must provide the Company with all necessary data in writing.

Differences payable or receivable must be settled within 45 days after the date the appropriate appendix is received.

If the Policyholder does not provide the aforementioned data by the set deadline and pay any difference due, the Company must send a formal notice of default that sets an additional deadline of no less than 30 days, after which the provisional premium paid in advance for subsequent installments will be considered to be on account or to secure the premium for the annual insurance period for which the differences receivable were not adjusted or paid, and coverage will be suspended until midnight on the day the Policyholder meets its obligations, subject to the Company's right to take legal action or to terminate the contract via registered letter.

For expired contracts, if the Policyholder does not meet its obligations regarding adjustment of the premium, the Company, subject to its right to take legal action, is not obligated to cover claims while the adjustment has not been made.

The Company has the right to perform inspections and controls, for which the Policyholder is required to provide clarifications and the necessary documents.



#### **ART. 26 – REPORT OF INJURY**

The Policyholder's office responsible for managing injury procedures must report the injury using one of the methods indicated in Art. 22, **within 30 business days** after it receives written notice of the injury from the student.

Thereafter, the injured person must send certifications attesting to developments regarding the injuries incurred, in concomitance with the medical examinations provided for each type of claim, until recovery is complete.

When the injury causes the insured's death or when this occurs during the treatment period, the Company must be advised immediately.

The injured person, their family members or assignees must permit an examination by the Company's physicians and any investigation or assessment the Company considers necessary. For this purpose, the physicians who examined and treated the injured person are exempted from their obligations of professional confidentiality.

The Company undertakes to perform these investigations and/or assessments and to schedule a possible examination by its own physicians, with notice to the Policyholder, **within 60 days after receiving the certificate of recovery**.

If the insured or his/her assignees fail to meet their obligation to report the injury, they will lose the right of indemnity.

#### **ART. 27 – SPECIAL CRITERIA FOR INDEMNIFICATION**

In cases of pre-existing disfigurements or physical defects, the indemnity paid for permanent disability takes into account any additional consequences to the student following the accident as a result of the pre-existing disfigurements or physical defects.

#### **ART. 28 – SETTLEMENT OF INDEMNITY**

Having received the necessary documents and performed the appropriate assessments, the Company will settle the indemnities due, notify the interested parties and the Policyholder, and after receiving notice of their acceptance, will make the payment **within 30 days** after receiving acceptance of the offer or, if applicable, after receiving the indemnity documents duly signed by the entitled party.

The indemnity will be paid in Italy in euros.

If the Company decides to deny the claim, it must notify the Policyholder of the reason for this.

#### **ART. 29 - ADVANCES**

At the injured person's request, the Company will pay advances in case of hospitalization and application of a cast, or in the event of permanent disability if the definitive assessment is deferred for more than a year after the date of the injury.

These advances, to be charged to the final determination of the indemnity, will be a maximum of € 55,000.00.

#### **ART. 30 – DISPUTES**

In case of disagreements on the nature or consequences of the injuries or degree of permanent disability or the degree and duration of temporary incapacity, as well as whether the indemnity is payable or the amount of reimbursements, the parties undertake to enter into a private agreement to appoint a board of three physicians, one appointed by each party and the third by mutual agreement of the parties, or if this is not possible, by the President of the Consiglio dell'Ordine dei Medici (Italian Medical Council) with jurisdiction in the place where the medical board must meet, to decide if and to what extent indemnities are due, in accordance with the policy. The medical board will be located in Milan.

Each party will pay its own expenses and will remunerate its designated physician, contributing half of the expenses and fees of the third physician.



The medical board's decisions will be based on a majority vote, dispensing with all legal formalities, and are binding on the parties even if one of the physicians refuses to sign the relative report. If the board deems it appropriate, it may defer a final assessment of permanent disability to a date it sets within two years after its establishment. In this case, the board may in the meantime grant a sum to be charged to the final settlement of the injury.

#### **ART. 31 - JURISDICTION**

For actions regarding the execution and interpretation of this policy and for any disputes regarding it, jurisdiction will lie with the Courts of Milan.

#### **ART. 32 – WAIVER OF RIGHT OF SUBROGATION**

The Company waives to the insured its right of subrogation under Art. 1916 Italian Civil Code against third parties responsible for the injuries.

#### **ART. 33 - TAXES**

The University will pay the agreed insurance premium, including taxes payable at the time the contract was signed; any changes to these rules will remain the complete responsibility of the University.

#### **ART. 34 – CONTRACT IMPLEMENTATION MANAGER**

Under Article 101 of Legislative Decree no. 50/2016, the contracting Administration verifies regular contractual execution by the Contractor through the contract implementation manager.

The contract implementation manager coordinates, manages and performs technical-accounting control of implementation of the contract entered into by the Administration. The implementation manager also ensures the Contractor's regular implementation of said contract, verifying that the contractual activities and services are performed in accordance with the contractual documents.

#### **ART. 35 – REPORT OF COMMENCEMENT OF IMPLEMENTATION AND CERTIFICATION OF COMPLETION OF CONTRACTUAL SERVICES**

The contract implementation manager will prepare a special report of commencement of contractual implementation, which must be signed by the Contractor.

At the end of the contract, the contract implementation manager will perform the necessary assessments and will issue and sign, in duplicate, the certificate attesting to completion of the contractual services.

**ART. 36 – VERIFICATION OF COMPLIANCE**

Under Art. 102 of Legislative Decree no. 50/2016, the services subject to this tender contract will be subject to a verification of compliance, performed by the contract implementation manager. Verification of compliance is aimed at certifying that the contractual services were performed to professional standards in accordance and compliance with the conditions, procedures, terms and provisions set out in the contract and with sector laws.

A verification of compliance during implementation will be performed at the end of each contractual year, within 20 days after completing the relative services, and will be concluded within the following 60 days.

The contract implementation manager must promptly advise the Contractor of the dates the verification will be performed, at which times a representative of the contracting Administration other than the contract implementation manager must also be present. Based on what is determined, the implementation manager will indicate whether or not the services are ready for inspection. If he finds defects or minor omissions in implementation, he may find them ready for inspection after the requirements indicated to the site engineer are met, setting a deadline for compliance.

A report of verification of compliance will be prepared. In addition to a concise description of the implementation of contractual services and the principal terms of the tender, this report must contain the following information: any details on appointment of the party responsible for performing the verification of compliance; the day of the verification; details regarding those present during the control and those who were invited but were not present. The report describes the findings of the party responsible for performing the verification of compliance, the individual operations and verifications performed, the number of findings made, and the results obtained. The reports are signed by all parties present.

As the person responsible for verifying compliance, the contract implementation manager issues the certificate of compliance when it is determined that the company that was awarded the contract has completely and regularly performed all contractual services. The certificate of compliance contains the details of the contract and any additional documents, the name of the contractor, the name of the implementation manager, the prescribed time for performance of the services, the dates of effective contractual performance; mention of any reports on verification of compliance actions; the certification of compliance.

The certification of compliance, issued by the contract implementation manager and signed by the tender manager, must be sent to the Contractor for acceptance. The Contractor must sign it within fifteen days after receipt and return it to the contract implementation manager.

## ART. 37 – CONTRACTOR’S OBLIGATIONS REGARDING TRACEABILITY OF FINANCIAL TRANSACTIONS

Under Art. 3 of Law no. 136/2010 as amended, the Contractor undertakes to advise the Contracting Authority of the identifying details of the bank or postal current account which is dedicated, even if not exclusively, to public procurement, within 7 days after it is opened or, in the case of an already existing current account, when it is first used for financial transactions related to public procurement. Within the same period, it undertakes to provide the personal details and tax number of the persons with authority to transact on this account. The Contractor will also report any changes in the data transmitted.

Upon penalty of absolute nullification of the contract, the Contractor must assume all obligations of traceability of financial transactions under Art. 3 of Law no. 136/2010 as amended.

The Contractor undertakes to immediately inform the Contracting Authority and the Prefecture – Local Government Office for the Province of Milan, of any failure of its subcontractor/sector contractor counterpart to meet its obligations of financial traceability.

Upon penalty of absolute nullification, the Contractor also undertakes to insert a special clause into contracts signed with subcontractors (if applicable) and sector contractors who are in any way involved in this tender contract. This clause must provide that the subcontractor/sector contractor:

1. assumes all obligations of the traceability of financial transactions under Art. 3 of Law no. 136/2010 as amended regarding this tender contract identified as **CIG (Contract Reference Number) 9161683BF9**;

2. undertakes to immediately advise the Contracting Authority and the Prefecture - Local Government Office for the Province of Milan, of any failure of its counterpart to meet its obligations of financial traceability.

For purposes of the verification provided under paragraph 9 of Art. 3 of Law no. 136/2010 as amended, the Contractor undertakes to send the Contracting Authority a copy of the contracts signed with subcontractors (if applicable) and sector contractors in any way involved in this tender contract, within 10 calendar days after signing.

Communications under this article must be made by the legal representative or a person with an appropriate power of attorney.

## ART. 38 – CLAIMS STATISTICS

By September 30 of each year, the Company undertakes to provide the University with details of claims through a list of reported claims that indicates:

- pending claims, indicating the pending amount that must be maintained in subsequent half-yearly statements of account even upon settlement or annulment “without follow-up” of the claim;
- claims settled, indicating the amount determined;
- claims denied, with a written indication of the reasons.

All claims must be accompanied by the date the procedure was commenced at the Company, the date of the claim, the party insured, a description of the event, the claim reference number given by the policyholder and the date of any conclusion of the procedure due to settlement or for another reason.

Ongoing, updated monitoring must be provided from the date coverage began to when any and all procedures are completed.

The above documents must be provided to the University electronically and must be compatible with and usable by the Policyholder.

The aforementioned obligations may not prevent the Policyholder from requesting and obtaining an update, following the above procedures, on dates other than those indicated.

The Company undertakes to send the claims update no more than 15 calendar days after receiving the Policyholder’s email request.



**ART. 39 – BROKER CLAUSE**

The Insured declares that it has entrusted management of this policy to the company AON S.p.A., with registered headquarters at Via Ernesto Calindri 6, 20143 – Milan, tax/VAT number 11274970158, in the capacity of Broker, under Legislative Decree no. 209/05 as amended.

The contract regarding the insurance brokerage service concluded with said company has a duration of 3 (three) guaranteed years, from June 1, 2022 to May 31, 2025. Upon its expiration, the Administration has the option to renew under the same conditions for a maximum of an additional 24 (twenty-four) months.

The Broker will be paid a fixed and invariable 4.5% commission for the entire duration of the contract.

The Insured and the Company mutually acknowledge that any communications regarding provision of this Insurance will also be through the appointed Broker.

Therefore, with regard to the conditions of this policy, the Company acknowledges that any communication from the Policyholder/Insured to the Broker will be considered to be from the Company itself and vice versa, and any communication from the Broker to the Company will be considered from the Policyholder/Insured. If the Policyholder's communications involve a contractual amendment, this will bind the Insurers only upon their written agreement.

Therefore, all relationships involving the contract, including payment of premiums, will be through the Broker, and the Company recognizes that the Policyholder/Insured's payment of premiums to the Broker is considered to be made directly to the Company and should be considered discharging for the Policyholder.

**ART. 40 – PROCEDURE FOR EVALUATING CLAIMS**

Within thirty days after the contract is awarded, the Policyholder, the Broker and the Company will set up a shared claims management procedure. This procedure, subject to periodic revisions if necessary, will set out the guidelines that the Parties will follow to manage claims.

**ART. 41 – GOVERNING LAW**

Anything not expressly regulated by this policy will be governed by the provisions of law.

**ART. 42 – PROTECTION OF PRIVACY**

Under Legislative Decree no. 196 of June 30, 2003 as amended and EU Regulation 679/2016, please be advised that data in the Administration's possession will be processed in the manner provided for institutional purposes and will respect the confidentiality and secrecy of natural persons and legal entities. This Administration's records contain the form regarding the disclosure to natural persons/legal entities for suppliers under Art. 13 of Legislative Decree no. 196 of June 30, 2003 as amended and EU Regulation 679/2016, which the Company has read and signed.

**ART. 43 – PARTICIPATION OF COMPANIES – TEMPORARY ASSOCIATION OF ENTERPRISES CO-INSURANCE OR A.T.I. (IF APPLICABLE)**

In case of a temporary association of enterprises, in application of Legislative Decree no. 50/2016, and in the event of co-insurance under Art. 1911 Italian Civil Code, the insurance is apportioned into shares among the Insurers indicated in the attached apportionment.

In case of a claim, the lead insurer will manage and settle it, and the co-insurer Companies, which undertake to accept the settlement determined by the lead Company, will contribute to the payment in proportion to the share they have insured, subject to the joint and several liability of each co-insurer.

In any case, the lead insurer undertakes to issue a settlement document for the entire amount of the claim and to give the entitled party a receipt for the total amount of the indemnity.

By signing this policy, the co-insurers appoint the lead company to sign, including in their name and on their behalf, any appendix, amendment, addition, extension of coverage, change in amount, sum insured and anything else. Therefore, the signature placed by the lead company for



all purposes validates subsequent documents for the co-insurers as well.

**ART.44 – RESTRICTIVE MEASURES (SANCTIONS LIMITATIONS EXCLUSION CLAUSE)**

No Insurer is required to provide coverage, and no insurer is required to provide the consequent benefit or pay any claim, to the extent that the provision of this coverage or these benefits, or payment of this claim could expose the insurer to any penalty, prohibition or restriction under United Nations resolutions or under economic or commercial, legislative or regulatory sanctions of the European Union, the European Economic Area, and/or any other applicable national law regarding economic or commercial sanctions and/or international embargos.