

**BATCH 1**

**CUMULATIVE  
ACCIDENT INSURANCE  
POLICY**



**UNIVERSITÀ  
di VERONA**

**Via dell'Artigliere no. 8 - 37129 Verona**

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Vexatious clauses

**PREAMBLE**

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

**SECTION 1 - DEFINITIONS, DESCRIPTION OF THE BUSINESS ACTIVITY AND IDENTIFICATION OF THE INSURED PARTIES**

**Art.1 - Definitions**

<b>Insurance</b>	The insurance contract
<b>Insurance year or insurance period</b>	the period between the starting date and the date of first yearly expiry, or the period between two subsequent yearly expiry dates, or the period between the last yearly expiry date and the date of insurance termination.
<b>Insured party</b>	A person, whose interests are protected by the Insurance
<b>Beneficiary</b>	In the event of death, the legitimate or testamentary heir. In all the other events, the Insured party.
<b>Broker</b>	Willis Italia S.p.A. as agent, appointed by the Contracting party for the management and execution of the contract, and acknowledged by the Company.
<b>Contracting party</b>	The person that stipulates the insurance.
<b>Excess (franchise)</b>	The portion of damage that remains to the charge of the Insured party.
<b>Temporary disability</b>	The temporary total or partial loss, following an accident, of the Insured party's ability to perform the declared business activities.
<b>Indemnity</b>	The sum due by the Company in the event of an accident.
<b>Accident</b>	Each event due to a fortuitous, violent and external cause that produces objectively visible body injuries, that may lead to death and/or permanent disability and/or temporary disability.
<b>Permanent disability</b>	The loss of the generic ability to perform any profitable work, regardless of the profession (absolute permanent disability), or the irreversible and final reduction of the ability to perform any profitable work (partial disability).
<b>Hospital, clinic, home or health institute</b>	A facility authorised, based on applicable legislation, to hospitalise patients and/or provide health care services with daytime hospitalisation; this definition does not include spas, convalescent care facilities, hosting facilities, for activities other than hospitalisation and/or health care.
<b>Illness</b>	Each alteration of the health condition not depending on an accident.
<b>Maximum amount per accident</b>	The greatest exposure of the Company per accident.
<b>Death</b>	Death, there including declared "irreversible coma" conditions, following an accident.
<b>Policy</b>	The document that certifies the insurance.
<b>Insurance premium</b>	The amount due by the Contracting Party to the Company.
<b>Hospitalisation</b>	The hospitalisation at a health care institute that involves at least an overnight stay.
<b>In itinere risk</b>	Journey from the place of residence/domicile/workplace to the place of service/activity provision on behalf of the Contracting University and viceversa, by any means
<b>Professional risk</b>	The event occurred during, or connected with performance of the professional activities and/or linked to the relationship with the Contracting party.
<b>Extra-professional risk</b>	An event occurred during, or connected with time-related or place-related situations that may not be linked to a professional risk.

<b>Uncovered amount</b>	The damage percentage that remains charged to the Insured Party
<b>Accident</b>	The occurrence of the damage event for which insurance coverage is provided.
<b>The Company</b>	The Insurance Company that covers the risk and any Co-Insurance Companies or Insurance Undertakings, as well as, where present, Branches of the same (directly managed) that have been assigned with the contract or, in the case of trade union or Lloyd's trade union, the Insurer or the Insurers.
<b>Vehicles</b>	Means of transport enrolled in the P.R.A. (Public Register of Motor Vehicles), bicycles and electric pedal assisted cycles, with the exclusion of vehicles connected with public/private transportation, there including taxis and NCC rent vehicles (rent with driver)

**Art. 2 – Description of the Business Activity**

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The business activities of the Contracting Party shall include institutional in addition to accessory ones, as well as complementary activities de facto performed with any and all means deemed useful or necessary

**Art. 3 – Identification of the Insured Parties - exemption from reporting physical infirmity - territorial applicability - Entering new categories**

This policy is stipulated for all the categories listed under Section 5, Art. 1, for which the Contracting Party is bound to, or is interested in activating the insurance coverage. This policy is applicable to the accidents incurred by the Insured Parties when taking part in the business activity of the Contracting Party or during performance of the job duties declared by the same Contracting Party.

In the event that, during the contract term, a new category (originally not foreseen under section 5, Art.1) is agreed and activated, the risk shall be deemed covered starting from 12:00 midnight of the date on which the activation request notice (on the agreed conditions) is sent by the Contracting Party and/or by the Broker, or from 12:00 midnight of the date indicated on the request if this is later than the forwarding date.

Within 30 days as of the new risk starting date, the Company shall issue an appendix certifying activation of the category involved, and the premium instalment shall be paid within the terms envisaged under Section 2, Art 4 "Payment of the insurance premium - coverage starting date - adjusted premium".

In the event that, during the year, new categories are activated that shall remain for the next year, the Contracting Party shall communicate, at least 30 days prior to the instalment yearly expiry, the preventative data to use for updating the premium calculation for the following year.

The Contracting Party shall be exempted from the obligation to report the IDs of the insured persons. For their identification, the Contracting Party's records shall apply.

The Contracting Party shall furthermore be exempted from the obligation to notify the Company of illnesses, infirmities, mutilations and physical deficiencies that may affect the insured persons at the time of stipulation of this contract, or at the time of subsequent entries.

**SECTION 2 - GENERAL RULES GOVERNING THE CONTRACT**

**Art.1 - Declarations concerning the risk circumstances**

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

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

**Art. 2 – Insurance policies with different Insurers**

This insurance shall be deemed stipulated regardless of and in addition to compulsory insurances for accidents on the workplace required by applicable and future legislation, as well as in addition to private insurances in favour of the Insured Parties, and stipulated by anyone.

Notwithstanding the provisions of Art. 1910 of the Italian Civil Code, the Contracting Party and the Insured Party are exempted, also in the event of an accident, from the obligation to notify the existence of other insurance policies that may have been stipulated or that will be stipulated in the future for the same risks insured under this contract.

**Art. 3 - Term of the contract**

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

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

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

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

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

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

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

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

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

Any balance receivable or payable resulting from premium adjustment shall be paid in the 60 days following receipt by the Contracting Party of the related appendix issued by the Company and deemed correctly adjusted in relation to the premium.

If the Contracting Party does not communicate their data within the aforementioned term, the Company shall issue a formal notice establishing a further term of no less than 30 days, which shall be sent in writing. In the event that, within the above mentioned term, the Contracting Party does not send any communication, this shall mean that the value of the insured items has not varied during the past year.

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

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

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

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

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

**Art. 5 - Risk variation following award of the contract**

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

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

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

**Art. 6 – Guidelines governing events of insurance withdrawal**

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

Non-exact declarations and reticence by the Contracting Party, concerning such circumstances that would have caused the Company to not provide their consent or to not provide it under the same conditions had it known the actual state of things, shall allow the Company to withdraw from the contract, if the Contracting Party did not act intentionally or by serious negligence. The withdrawal shall be communicated with a prior notice of no less than 120 days, to be sent to the Contracting Party by and not later than three months as of the date on which the Company became aware of the non-exact declaration or reticence.

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

**6.2) Withdrawal for risk increase**

Non-exact declarations and reticence by the Contracting Party, concerning such circumstances that would have caused the Company to not provide their consent or to not provide it under the same conditions had it known the actual state of things, shall allow the Company to withdraw from the contract, if the Contracting Party did not act intentionally or by serious negligence. The withdrawal shall be communicated with a prior notice of no less than 120 days, to be sent to the Contracting Party by and not later than three months as of the date on which the Company became aware of the non-exact declaration or reticence.

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

**6.3) Withdrawal following an accident**

This condition shall not apply to this contract.

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

1. The Company, shall provide the Contracting Party, in addition to the express will to withdraw from the contract, with all the data provided for under Art. 16 "Obligation to provide data on the risk trend", as required for preparing the tender aimed at awarding the new insurance contract. Withdrawal shall be null and void in the event of failure to provide the aforementioned data.
2. Within 30 days from the date of withdrawal enforcement, the Company shall refund the Contracting Party the premium instalments paid and not enjoyed, excluding taxes;
3. If the term of the contractual prior notice exceeds the policy yearly expiry term, in the event of withdrawal the Company shall waive cashing the full yearly settlement and shall issue an appendix indicating the instalment due for the coverage period included in the subsequent year. This appendix added shall be paid pursuant to the conditions envisaged under Art. 4 "Payment of the insurance premium - coverage starting date - adjusted premium".

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

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

**Art. 8 - Types of communications and notices**

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

**Art. 9 - Fiscal charges**

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

**Art. 10 - Place of Jurisdiction**

All disputes arising in connection with this contract shall be exclusively referred to the Judicial Authority of the place where the Contracting Party has its registered office.

Notwithstanding the provisions of law 28/2010 and subsequent amendments, the parties herewith identify as competent Body, and agree to exclusively refer to the Dispute Settlement Body of the place where the Contracting Party has its registered office.

**Art. 11 - Reference to law norms**

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

**Art. 12 - Interpretation of the contract**

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

**Art. 13 - Inspections and audits by the Company**

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

**Art. 14 - Ownership of the rights arising from the policy**

This insurance policy is stipulated by the Contracting Party, pursuant to Art. 1891 of the Italian Civil Code, in the interest and to the benefit of the Insured Parties. The University of Verona therefore shall be referred to as the Contracting Party, i.e. the legal person that stipulates the Insurance with the consent of the Insured Parties and shall meet the obligations envisaged by the same Insurance, except those that, due to their nature, may not be met by the Insured Party.

**Art. 15 - Territorial extension**

This policy shall apply to all accidents occurred worldwide.

**Art. 16 - Obligation to provide data on the risk trend**

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

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

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

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

**Art. 17 - Broker clause**

The Contracting Party declares that it has entrusted the management of this insurance Policy to the appointed Broker Willis Italia Spa - RUI registration No. B000083306.

The Company agrees and accepts that all communications concerning this insurance shall be made by means of the Broker and that all the relationships pertaining to this insurance shall be handled by the same Broker on behalf of the Contracting Party and of the Insured Party. Pursuant to applicable legislation, the Company, declares that the broker is authorised to cash premiums or premium instalments, thereby relieving the Company.

Therefore, payment of the premium made in good faith by the Contracting party to the Broker shall be considered as made directly to the Company.

**Art. 18 – Traceability of Financial Flows pursuant to Law 136/2010 and following amendments and addenda**

The Company assumes all the obligations of financial flow traceability pursuant to article 3 of Law No. 136 dated 13 August 2010 and subsequent amendments and addenda, in order to assure traceability of financial operations concerning the tender.

If the Company does not meet the obligations provided for by Art. 3 of Law No. 136/2010 regarding the traceability of financial flows concerning the tender, this contract shall be legitimately terminated pursuant to par. 8 of the same art. 3.

**Art. 19 - Co-insurance and proxy (valid only in the case of co-insurance)**

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

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

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

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

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

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

## SECTION 3 - INSURED RISKS AND LIMITATIONS

**Art. 1- Scope of the insurance**

The Insurance shall apply to those accidents incurred by the Insured party when performing the activities and/or the duties and services carried out on behalf of the Contracting Party, there including in itinere risk if provided in the related category.

Also notwithstanding the provisions of articles 1900 and 1912 of the Italian Civil Code, it is hereby agreed to include the events listed below in the guarantee:

- asphyxia of a non-morbid origin;
- poisoning and intoxications following ingestion or consumption of toxic substances;
- contact with corrosives or the-like;
- clinical conditions following animal bites, insect or arachnid bites;
- drowning;
- frostbite or freezing;
- electrocution and electric shock in general;
- sun strokes, heat strokes or cold strokes;
- burns in general;
- injuries caused by muscular efforts of a traumatic nature;
- accidents deriving from violent actions and aggressions in general;
- accidents caused by civil commotion, acts of terrorism, vandalism, acts of aggression, kidnapping, robbery, hijacking or acts of piracy, provided that the Insured party was not actively involved;
- accidents caused by sudden illness and loss of consciousness;



- accidents caused by carelessness, incompetence and negligence, including those of a serious nature, and by acts of courage;
- accidents caused by the use or driving of mopeds and motorcycles of any cubic capacity, tractors and self-propelled agricultural machinery, motor vehicles and boats, provided that the Insured party, if driving, holds a valid licence to drive such vehicles where required;
- accidents caused by force of nature, there including earthquakes, seaquakes, volcanic eruptions, flooding, inundations, landslides, landslips, avalanches;
- accidents caused by thermal and atmospheric influences;
- accidents caused by the abuse of spirits, with the exclusion of those occurring while driving vehicles and/or boats in general;
- dizziness;
- infections deriving from surgical operations, treatments, medical care required following an accident;
- traumatic hernias, abdominal hernias due to strain and torn muscles due to strain; with regard to abdominal hernias, it is agreed that:
  - if the hernia (also of a bilateral type) can be treated surgically, only the indemnification for temporary disability shall be paid, where envisaged, for a maximum term of 30 days;
  - if the hernia (also of a bilateral type) may not be treated surgically based on the doctors' opinion, only an indemnity not exceeding 10% of the amount insured for the event of permanent disability shall be paid.

## **Art. 2 - Guarantees applicable only if mentioned in the insured category**

The guarantees outlined below shall be applicable only if mentioned in the related insured category (Sect. 5 art. 1):

### **A. In itinere risk**

The insurance shall apply also to accidents occurred during the journey, by any means, to go from the place of residence/domicile/workplace to the place of service/activity provision on behalf of the Contracting University and viceversa.

### **B. Refund of medical expenses**

The Company guarantees documented medical expenses incurred following an injury eligible for indemnification under the policy, up to the maximum amount indicated in the form referred to in art. 1 of Section 5, for:

- diagnostic tests and examinations in general, including laboratory tests;
- application of plaster casts, bandages and immobilising braces, diagnostic and operative arthroscopy;
- medical and specialistic examinations;
- fees for the surgeon and other surgical team members, operating room fees and costs for surgical materials, including medicines;
- prosthetic or therapeutic devices fitted during the surgical operation;
- medical-nursing services, medicines, blood and plasma;
- hospitalisation costs and hospital fees;
- medical care and rehabilitative physiotherapy treatments;
- purchase of prosthetic orthopaedic devices to replace anatomical parts;
- rental of wheelchairs, walking frames and similar healthcare equipment;
- pharmaceutical expenses for medicines prescribed by the doctor following the injury;
- documented costs incurred by the Contracting/ Insured party for transportation from the place of the injury to an equipped healthcare institute, and/or between healthcare institutes and/or from the healthcare institute to the Insured party's home by car or ambulance. The guarantee is also valid in the case of injury occurring to the Insured party during a mission or overseas trip organised by the Contracting party, which requires his or her transportation, by any means deemed appropriate by the treating physician, to an equipped Healthcare institute/hospital in Italy.

The Company shall make reimbursement for completed treatments upon presentation of the supporting documents for the original expenditure.

### **C. Daily allowance for temporary incapacity**

In the case of an injury eligible for indemnification under the terms of the policy that involves an incapacity of the Insured party to carry out his or her professional occupation, the Company shall pay the daily indemnity agreed for each day of incapacity for a maximum period of 90 days.

The indemnity shall be paid as follows:

- a) in full for each day in which the Insured party is totally physically incapable of carrying out his or her professional activities;
- b) 50% for each day in which the Insured party is only partially able to carry out his or her professional activities.

The indemnity for temporary disability is cumulable with that due for death and permanent incapacity but not with that for daily expenses for hospitalisation or plaster casts.

The guarantee shall be deemed provided up to the amount indicated for the insured category.

#### **D. Daily hospitalisation allowance**

If the Insured party is admitted to a recognised Healthcare institute due to an injury eligible for indemnification under the terms of the policy, the Company shall pay the daily indemnity agreed for each day of hospitalisation, for a maximum period of 90 days.

The days of admission and discharge count as a single day.

The daily allowance shall be paid upon presentation of a copy of the medical record, together with a statement from the Healthcare institute confirming the duration of the hospitalisation.

The indemnity per day of hospitalisation is cumulable with that due for death and permanent disability but not with that for daily allowances for plaster casts or temporary disability.

The guarantee shall be deemed provided up to the amount indicated for the insured category.

#### **E. Daily plaster cast allowance**

If the Insured party has to wear a plaster cast or equivalent immobilisation support due to an injury eligible for indemnification under the terms of the policy, the Company shall pay the daily indemnity agreed for each day in the plaster cast, for a maximum period of 90 days.

The days of fitting and removal of the cast/immobilisation support count as a single day.

The daily allowance will be paid after the removal of the cast and upon presentation of a copy of the medical record together with a statement from the Healthcare institute confirming the period of time for which the cast was worn.

The indemnity for plaster casts is cumulable with that due for death and permanent incapacity but not with that for hospitalisation or temporary disability.

The guarantee shall be deemed provided up to the amount indicated for the insured category.

#### **F. Transportation/repatriation of mortal remains**

The guarantee covers the payment of expenses incurred for the transportation/repatriation of the Insured party's mortal remains in the event of death due to an injury occurring during a mission or trip (including abroad) organised by the Contracting party, as far as the place of burial, or, in the event of death occurring during an excursion or while engaged in out-of-office activities, for the categories that include this option.

The guarantee shall be deemed provided up to the amount indicated for the insured category.

#### **G. Aesthetic damages**

It is agreed that in the case of an injury not excluded from the Conditions of this policy, which has consequences of an aesthetic nature on the face, but does not involve indemnity for permanent disability, the Company shall reimburse the documented expenses incurred by the Insured party for treatment and procedures carried out in order to reduce or eliminate the aesthetic damage, as well as for plastic and cosmetic surgery operations.

#### **H. Diseases contracted in service and due to service-related causes / "Student" insurance category**

The guarantee includes the following diseases contracted while carrying out institutional activities by those belonging to the STUDENT category:

- HIV infection;
- hepatitis B;
- hepatitis C;
- bacterial meningitis;
- pulmonary tuberculosis (TB).

Granted that, in the following text, contagion is understood as an unintentional and accidental event due to an external cause that produces objectively observable serological changes, the guarantee covers the risk of contagion that causes an HIV, Hepatitis B and/or C, bacterial meningitis or pulmonary tuberculosis infection occurring exclusively while carrying out the activity described in the policy, as a consequence of:

- a puncture or wound by an object infected by a virus;
- acts of aggression suffered by the Insured party while carrying out the institutional activity;
- mucosal contact with blood and/or other biological fluids;

- aerial transmission (inhalation of bacillary droplets and/or expectoration and droplets of infected nasopharyngeal secretion respectively in the cases of TB and meningitis)

The Insured party who has potentially come into contact with an HIV, HBV or HCV virus, or is found to have been in contact with patients affected by bacterial meningitis or bacillary (“open”) pulmonary tuberculosis must notify the Broker/Company and the Contracting party by telegram, fax or email within 5 days from when the contact occurs, or within 5 days from when he or she is notified by the competent bodies in the case of aurally transmitted diseases.

A detailed description of the event must then be sent to the Broker/Company, including the names of the individuals present at the event and a statement by the Contracting party confirming that the Assured party was in service at the time of incident.

As soon as possible, and in any case within 6 days from the event, the injured party must undergo an initial HIV test or a blood test for Hepatitis B or C, at a public hospital or specialised centre approved by the Italian NHS:

- if the tests show that the Insured party is seropositive or infected with Hepatitis B or C, no indemnity shall be due and the insurance coverage provided under this policy will be terminated for that person;
- if the Insured party is found negative in the HIV test and/or test for Hepatitis B or C, he or she must take a second test after 180 days from the event: if the result of the second test shows that the Insured party is seropositive or infected with Hepatitis B or C, the Company will pay the indemnity.

In the case of infection with bacterial meningitis, the onset of the symptoms occurs within 72 hours (maximum 7 days) from contact with the source patient; the diagnosis shall be confirmed by blood chemistry and cerebrospinal fluid tests.

In the event of contact with a patient affected by tuberculosis, the injured party must undergo an initial Quantiferon test as soon as possible, and in any case within a week of notification of possible infection, to determine his or her immunological condition:

- if the test is positive, no indemnity will be due and the insurance coverage provided with this policy will be terminated for that person;
- if the Quantiferon test is negative, the Insured party must undergo a second test 8-12 weeks from the time of the event: if the result of the second test is positive, radiological tests and a specialist assessment must then be carried out to confirm the occurrence of a TB infection, in which case the Company will pay the indemnity.

The medical expenses incurred by the Insured party to undergo the required tests shall be borne by the Insured party. However, in the case of an injury covered by the terms of the policy, these expenses will be reimbursed by the Company upon submission of the original expense documentation, as part of the guarantee for the reimbursement of medical expenses, if applicable for that insurance category.

With regard to the testing procedure for HIV or hepatitis B or C, it is agreed that:

- in the case of aggression that leaves the Insured party in a helpless condition, requiring the assistance of third parties, with consequent hospitalisation, the Insured party must undergo the test as soon as he or she has the opportunity and in any case within 180 days of the aggression. The aggression must be reported to the competent Authority.
- in the case of transfusion made necessary by a traumatic event, the Insured party is exempted from carrying out the first test but must undergo the second test after 180 days from the transfusion. The Company must also be provided with a complete copy of the medical record.

The guarantee is understood as provided up to the amount indicated in the form referred to in art. 1 of Section 5, which is also used if the Insured party has been infected, on the occasion of a single incident, by the HIV virus and/or hepatitis B and/or C and/or bacterial meningitis and/or pulmonary tuberculosis.

### **Art. 3 - Guarantees always applicable**

The guarantees outlined below shall always apply, even if they are not mentioned in the specific insured category;

#### **A. Aeronautical risk**

The insurance covers injuries that the Insured party sustains while travelling as a passenger in aircrafts or helicopters operated by scheduled, non-scheduled or charter airlines, as well as by a civil or military authority for civil air traffic purposes, by companies and private entities for tourist or transfer activities or by aerial work companies, exclusively during public passenger transport. It is provided for amounts corresponding to those insured with this policy and for the risks covered by it.

The accumulation of the sums insured, with this guarantee or with other insurance policies, drawn up with any company on behalf of the Insured party for flight risk in combination with common accident insurance policies, cannot exceed the following insured sums:

- € 1,500,000.00.= for the event of death
- € 1,500,000.00.= for the event of permanent disability
- € 500.00.= for the event of temporary incapacity

per person and:

- € 15,000,000.00.= for the event of death
- € 15,000,000.00.= for the event of permanent disability
- € 5,000.00.= for the event of temporary incapacity

overall per aircraft.

This limit per aircraft includes the capital for other persons insured for the same risk with other accident policies only if stipulated by the same Contracting party.

In the event that the total insured capital exceeds the amounts indicated above, the indemnities due in the event of an accident will be adjusted with proportional reduction and allocation in the individual contracts.

For the purposes of the guarantee, the journey is considered to have started when the Insured party boards the aircraft and to conclude when he or she disembarks.

#### **B. Risk of war**

The guarantee is extended to injuries occurring abroad (excluding the territory of Vatican City and the Republic of San Marino) due to a state of civil war, war, invasion, enemy actions or hostilities (whether war is declared or not) for a maximum period of 14 days from the start of the hostilities if and insofar as the Insured party is surprised by the events of war while abroad.

#### **C. Overestimation of permanent disability**

If the permanent disability is found to be equal or greater than 50% of the total, the indemnity will be paid in the measure of 100% of the insured amount.

#### **Art. 4 - Exclusions**

The insurance does not cover accidents occurring:

1. while driving and using means of aerial locomotion or driving underwater vehicles, except as provided for in art. 3-A "aviation risk" of this Section;
2. on the occasion of events directly connected with a declared or undeclared state of war, except as provided for in art 3-B, "risk of war" of this Section;
3. as a result of wilful misconduct or criminal actions by the Insured party;
4. under the influence of narcotic, psychopharmacological or hallucinogenic drugs taken voluntarily, except if taken following a medical prescription;
5. in a state of drunkenness or under the influence of narcotics if driving vehicles or motor boats in general;
6. as a direct or indirect consequence of transmutation of the nucleus of an atom, as well as of radiation caused by the artificial acceleration of atomic particles;
7. during participation in races and contests (and related trials) unless of a recreational nature;
8. during participation in races and contests (and related trials) involving the use or driving of motor vehicles and boats, unless these are fully regulated.

#### **Art.5 – Persons not included in the insurance policy or non-insurable persons**

This insurance policy does not cover:

1. unless special agreements have been stipulated, persons over the age of eighty. However, for people who reach this age during the course of the insurance contract, the insurance remains valid until the following yearly expiry of the premium and terminates upon completion of this period. Any collection of premiums that have expired after reaching the aforementioned age does not imply an exception from the exclusion from insurance coverage; at the request of the Contracting party, these premiums will be returned by the Company net of taxes.

2. persons affected by alcoholism and/or drug addiction, regardless of the concrete assessment of their state of health. The insurance ceases when this comes to light.

#### **Art. 6 - Indemnity limits for catastrophic accidents**

In the event of an accident that simultaneously affects several people insured with this policy resulting from a single event, the maximum total disbursement payable by the Company may not in any case exceed the amount of € 40,000,000.00. If the overall indemnities due exceed the limit indicated above, the amounts due to each Insured party will be reduced in proportion to the ratio between that limit and the total amount of the due indemnities.

#### **Art. 7 - Restrictive measures (Sanctions Limitations Exclusions Clause)**

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

## **SECTION 4 - ACCIDENT MANAGEMENT**

#### **Art. 1 - Reporting an accident and related obligations**

The accident report must be sent to the Broker or the Company within 30 days from the date of the accident or the time when the Insured party or its beneficiaries had the possibility to do so and the Contracting party's insurance office has received news of it.

The report must contain an indication of the place, day and time of the event, as well as its determining causes and must be accompanied by a medical certificate.

Once the accident has occurred, the Insured party must be treated by a physician and follow his or her prescriptions and, until recovery is complete, must periodically forward copies of the medical certificates detailing the progress of the injuries, as well as invoices, bills and any other documentary proof of medical or pharmaceutical expenses incurred that are refundable.

If the injury causes the death of the Insured party or if this occurs during the treatment period, the Company must be notified immediately.

The costs for treatment and for medical certificates shall be borne by the Insured party unless they are explicitly included in the insurance cover.

#### **Art. 2 - Indemnification criteria**

The Company shall pay indemnity for direct and exclusive consequences of the accident that are independent of previous or subsequent physical or pathological conditions: thus, the effect the accident may have on these conditions, as well as their influence on the outcome of the injuries produced by the accident, are indirect consequences and therefore cannot be compensated.

Likewise, in cases of pre-existing mutilation or physical defects, compensation for permanent disability is only paid for consequences caused directly by the accident, as if it had occurred to a physically intact person, regardless of any increased effect due to the pre-existing conditions.

- a) DEATH: indemnity in the case of death is due if the death occurs - even after the expiry of the policy - within two years from the day of the accident. This indemnity is paid to the designated beneficiaries or, in the absence of designation, to the legitimate heirs.

Indemnity in the case of death cannot be combined with that for permanent disability. However, if the Insured party dies after payment of indemnity for permanent disability, within two years from the day of the accident and as a result of it, the beneficiaries, or the Insured party's heirs in the absence of designation, are not bound to make any reimbursement and are entitled only to the difference between the indemnity for death - if greater - and that already paid for permanent

disability.

The Company declares that if the Insured party's body is not found within a year following the stranding, sinking or wreckage of the aircraft or lake, river or sea transport vessel, or in the event of disappearance for any other cause, without prejudice to the provisions of the Insurance Conditions, the indemnity provided for in the case of death will be paid, considering the above event as an accident.

When indemnity has been paid and the Insured party subsequently returns or reliable news of them is received, the Company is entitled to restitution of the entire amounts paid and related expenses, and the Insured party may exercise any claim that would have been due if they have suffered injuries that can be indemnified under this policy.

Bodily injuries caused by exposure to the elements due to an emergency landing, grounding, sinking or wreckage of the means of transport mentioned above are also covered by this policy.

b) **PERMANENT DISABILITY:** if the accident results in permanent disability and this is verified even after the expiry of the policy, but within two years from the day on which the accident occurred, the Company shall pay indemnity for this claim, and only in this case, calculated on the sum insured at the time of the accident for permanent disability, as follows: the assessment of the degree of permanent disability will be made with reference to the table annexed to Presidential Decree no. 1124 of 30/06/1965 (Industry Sector) with waiver of the established excesses, as well as any subsequent amendments and additions in force up to 24/07/2000, with the understanding that the percentages indicated in the aforementioned Table refer to the capital insured for the case of total permanent disability. For items not envisaged by Presidential Decree 1124 and subsequent amendments and additions in force until 24/7/2000, the table provided by Legislative Decree 38/2000 will be applied, with waiver of the established excesses.

The Company acknowledges that if the Insured party is left-handed, the degree of disability for the right side will be applied to the left and vice versa.

In the event that the Insured party suffers an injury to an upper limb, hand or forearm and it results that this was the only fully intact limb or the "dominant hand", this must also be taken into account in the evaluation of the degree of permanent disability.

The right to compensation for permanent disability is personal and therefore cannot be passed on to one's heirs; however:

- if the Insured party dies from a cause unrelated to the accident after the indemnity has been settled or otherwise offered in a given amount, the Company shall pay the amount settled or offered to the designated beneficiaries or, in the absence of designation, the legitimate heirs.
- if the Insured party dies from a cause unrelated to the accident without the indemnity being settled or offered in a given amount but the indemnity can be quantified based on the available medical documentation, the Company shall draft an indemnity proposal to the designated beneficiaries or, in the absence of designation, the legitimate heirs.

c) **DAILY ALLOWANCES:** if the accident is proven to have caused temporary disability, hospitalisation or the fitting of a plaster cast or equivalent immobilising braces, the Company, in relation to the nature and consequence of the injuries reported by the Insured party, shall pay daily indemnity - if included - in full for the case of hospitalisation or fitting of a plaster cast or immobilising brace, as specified by the specific article for cases of temporary disability. The right to indemnity lasts until the day of full recovery confirmed by a medical certificate; however, if the Insured party does not submit this certificate, the date of recovery shall be considered that of the last duly submitted medical certificate.

The indemnity shall be paid for the maximum period provided for in Article 1 of Section 5 of this policy.

Daily allowances are cumulative with permanent disability and death guarantees.

d) **MEDICAL EXPENSES:** the Company shall reimburse the Insured party for documented medical expenses incurred as a result of an accident, up to the amount provided for in art. 1 of Section 5.

The medical expenses will be settled upon presentation of the original invoices, bills, etc. Settlement may be made even if the Insured party has not yet fully recovered.

### **Art. 3 - Disputes on damage definition**

In the event of medical disputes regarding the indemnification of the accident, the extent of reimbursements or the payment of compensation, the Insured party and the Company undertake to grant a mandate, privately and in writing, to decide whether and to what extent the reimbursements and indemnities are due, pursuant to and within the limits of the policy conditions, to a board of three physicians, one nominated by each of the parties and the third by both Parties in joint agreement or, otherwise, by the Council of the Medical Association with jurisdiction in the place where the medical board meets.

The medical board shall reside where the Insured party is based.

Each of the Parties shall bear its own costs, paying the physician assigned by it and contributing half of the expenses

and fees of the third physician.

The decisions of the medical board are made by majority vote, with dispensation from all legal formalities, and shall be mandatory for the parties, even if one of the physicians refuses to sign the relevant report.

**Art. 4 - Settlement of indemnities**

Once the necessary documentation has been received and the case has been examined, the Company shall settle the indemnity that is due, notify the interested parties and, having received notice of their acceptance, shall pay within 60 days of receiving acceptance.

Indemnities will be paid only in Italy and in Euros (€).

**Art. 5 – Waiver of subrogation**

The Company waives its right of subrogation under article 1916 of the Italian Civil Code in favour of the Insured party and its beneficiaries.

## SECTION 5 –INSURED AMOUNTS AND CATEGORIES - PREMIUM CALCULATION AND ADJUSTED PREMIUM

**Art. 1 – Insured categories, guarantees and insured capital, excesses**

The insurance is provided under all the conditions of this policy for persons belonging to the categories highlighted below and for the guarantees and insured sums specified in the individual categories.

It should be noted that the insured sums are per accident/person and that the contract does not provide for the application of uncovered amounts and excesses.

The documentation kept by the Contracting party will be used for identification of the Insured parties.

### CATEGORY A - STUDENTS

All accidents occurring to insured persons while participating in the University's institutional activities, as well as ancillary and complementary activities organised or promoted by the University, are covered by the guarantee, and also when occurring in similar approved, assimilated or connected facilities or in third-party facilities where the insured activity is carried out (purely by way of non-limiting example, separate campuses, study centres, experimental fields, archaeological excavations, third-party companies, industrial, commercial, agricultural and tertiary establishments, mines, construction sites, including those with access via scaffolding, and areas for research at altitude and/or underwater).

Accidents occurring during guided tours, study trips, stages and practical internships organised by the University or by third parties under an agreement with the University, are also insured.

This includes the accidents occurred during circulation by any means of transport, there including those occurred when the vehicle was stationary and during operations required for starting off.

This category also includes persons enrolled, for any reason, in training activities organised by the University, such as, by way of non-limiting example:

- students enrolled in all study courses, teaching and training activities organised by the University, including annual or shorter courses, whether in line with or behind in the course schedule;
- students of other Italian or foreign universities, when attending courses at the University of Verona, even for a limited period of time;
- students of the University in any capacity, even when attending courses in Italian or foreign universities for a limited period of time;

- students even while temporarily carrying out a paid activity pursuant to art. 13 of Law 390/91 as amended (so-called 150 hours);
- students enrolled in the University's postgraduate schools, limited to educational, ancillary and complementary activities carried out as postgraduate students, with the exception of activities carried out in Verona Hospital or in any case covered by the compulsory insurance coverage provided by it, in accordance with the law.
- participants in mobility and exchange programmes for university students, both nationally and internationally (outgoing and incoming);
- pre-enrolled students from other universities (awaiting formal enrolment);
- students enrolled in dual qualification programmes or joint degrees;
- students enrolled in master degree courses organised by the University;
- students enrolled in postgraduate courses;
- postgraduate students;
- students performing voluntary work on behalf of the University, provided that these activities are officially regulated and coordinated by University bodies, in support of events organised by the University, or organised by third-party bodies in which the University participates (by way of non-limiting example, attendance at events, fairs, conferences, student reception, etc.);
- students employed in guidance and tutoring services pursuant to Legislative Decree 68/2012;
- PhD students and PhD students on extensions, whether as students or during the teaching activity assigned to them
- interns attending the compulsory internship required by the programme of studies (curricular internships);
- interns attending the internship in preparation for completion of the state licencing exam to practice professionally;
- students who, after obtaining a degree or other university qualification, undergo an internship, organised by the University as promoter (or recruiter), in Italy or abroad, with a host organisation, on the basis of special agreements between the University and the host organisation or in any case on the basis of a training project; the promoter can also be included in the category of host organisation.

The yearly per-capita premium per each insured party shall be the one indicated in the insurance policy. This shall be understood as the minimum premium for the reference insurance year, regardless of the actual coverage starting date or coverage termination date, for any cause whatsoever.

However, if on natural contract expiry, the insurance policy is extended pursuant to Art. 3 "Term of the contract", the per-capita premium shall be calculated on a pro-quota basis for the term of the same extension.

GUARANTEE	INSURED AMOUNT
Death event	€ 200,000.00
Event of Permanent Disability	€ 300,000.00
Guarantee A - In itinere risk	included
Guarantee B - Refund of medical expenses	Not included
Guarantee C – Daily allowance for temporary incapacity	Not included
Guarantee D – Daily allowance for hospitalization	Not included
Guarantee E – Daily allowance for plastering	Not included
Guarantee F - Transportation/repatriation of mortal remains	€ 5,000.00
Guarantee G - Aesthetic damages	€ 2,000.00
Guarantee H - Diseases contracted in service and due to service-related causes	€ 300,000.00



NUMBER OF INSURED PARTIES ENVISAGED	<b>20,000</b>
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**CATEGORY B**  
**RESEARCH FELLOWS COLLABORATING IN RESEARCH ACTIVITIES (ART. 51 C. 6 LAW NO. 449 OF 27.12.1997 AND MINISTERIAL DECREE 1.02.1998) AND RESEARCH SCHOLARSHIP RECIPIENTS**

The guarantee includes all accidents occurring to Research Fellows collaborating in research activities and scholarship recipients participating in the University's institutional activities, as well as ancillary and complementary activities organised or promoted by the University, also when occurring in similar approved, assimilated or connected facilities, or in third-party facilities where the insured activity is carried out (purely by way of non-limiting example, separate campuses, study centres, experimental fields, archaeological excavations, third-party companies, industrial, commercial, agricultural or tertiary establishments, mines, construction sites, including those with access via scaffolding, and areas for research at altitude and/or underwater).

This category includes all research fellows and scholarship recipients as listed in the records kept by the Contracting party.

This includes the accidents occurred during circulation by any means of transport, there including those occurred when the vehicle was stationary and during operations required for starting off.

The yearly per-capita premium per each insured party shall be the one indicated in the insurance policy. This shall be understood as the minimum premium for the reference insurance year, regardless of the actual coverage starting date or coverage termination date, for any cause whatsoever.

However, if on natural contract expiry, the insurance policy is extended pursuant to Art. 3 "Term of the contract", the per-capita premium shall be calculated on a pro-quota basis for the term of the same extension

In the event that the same person, in the same insurance year, obtains the renewal of the fellowship/scholarship and/or qualifies as a research fellow and scholarship recipient alternately but not simultaneously, the premium shall be paid only once.

GUARANTEE	INSURED AMOUNT
Death event	€ 200,000.00
Event of Permanent Disability	€ 300,000.00
Guarantee A - In itinere risk	included
Guarantee B - Refund of medical expenses	Not included
Guarantee C – Daily allowance for temporary incapacity	Not included
Guarantee D – Daily allowance for hospitalization	Not included
Guarantee E – Daily allowance for plastering	Not included
Guarantee F - Transportation/repatriation of mortal remains	€ 5,000.00
Guarantee G - Aesthetic damages	€ 2,000.00
Guarantee H - Diseases contracted in service and due to service-related causes	Not included

NUMBER OF INSURED PARTIES ENVISAGED	<b>300</b>
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**CATEGORY C**

## ATTENDANTS

The guarantee includes all accidents occurring to the insured parties while participating in the University's institutional activities as well as ancillary and complementary activities organised or promoted by the University and with attendance authorisation granted.

This includes the accidents occurred during circulation by any means of transport, there including those occurred when the vehicle was stationary and during operations required for starting off.

This category includes all persons expressly authorised by the Head of the University Organisation to attend - even for a limited period of time - university facilities (extended to third-party premises, including laboratories and medical departments, in which the department carries out the activity for which attendance has been authorised), as shown in the records (or equivalent documents) kept by the Contracting party.

By way of non-limiting example, the following belong to this category:

- visiting professor;
- visiting scholar;
- scholars, experts, enthusiasts of the subject;
- persons not belonging to the student category, admitted to attend the University's institutional activities, as well as ancillary and complementary activities organised or promoted by the University, also when occurring in similar approved, assimilated or connected facilities, or in third-party facilities where the insured activity is carried out (purely by way of non-limiting example, separate campuses, study centres, experimental fields, archaeological excavations, third-party companies, industrial, commercial, agricultural and tertiary establishments, mines, construction sites, including those with access via scaffolding, and areas for research at altitude and/or underwater).
- lecturers and speakers formally appointed by the University, for which the Department has previously authorised the purchase of insurance coverage;
- other persons who conduct educational activities on behalf of the University and for whom a contract has been drawn up for mandatory accident insurance coverage;
- medical graduates who attend healthcare facilities affiliated with the University of Verona for training purposes.

The insurance coverage starts from 12:00 midnight on the date in which the attendance authorisation from the University is filed (or from the date indicated on the contract specifying the obligation of insurance coverage paid by the University) and ceases at 12:00 midnight on the expiry date of the period for which attendance was authorised or at 12:00 midnight on 31st December of each year, whichever comes first.

The yearly per-capita premium per each insured party shall be the one indicated in the insurance policy. This shall be understood as the minimum premium for the reference insurance year, regardless of the actual coverage starting date or coverage termination date, for any cause whatsoever.

However:

- In the event that the attendance authorisation is renewed several times during the same insurance year for the same person, only one insurance premium shall be calculated.
- in the event that, on the natural expiry of the contract, the policy is extended in accordance with the provisions of art. 3 "Term of the contract", the per-capita premium shall be calculated on a pro-quota basis for the term of the same extension

For the purpose of calculating the premium, the University undertakes to communicate, in the time specified by Art. 4 – Payment of the insurance premium - coverage starting date - adjusted premium, the number of subjects who, during the reference insurance term, have been authorised to attend the University. Therefore, optional participation is excluded.

GUARANTEE	INSURED AMOUNT
Death event	€ 200,000.00
Event of Permanent Disability	€ 300,000.00
Guarantee A - In itinere risk	included
Guarantee B - Refund of medical expenses	Not included
Guarantee C – Daily allowance for temporary incapacity	Not included
Guarantee D – Daily allowance for hospitalization	Not included
Guarantee E – Daily allowance for plastering	Not included
Guarantee F - Transportation/repatriation of mortal remains	€ 5,000.00
Guarantee G - Aesthetic damages	€ 2,000.00

Guarantee H - Diseases contracted in service and due to service-related causes	Not included
NUMBER OF INSURED PARTIES ENVISAGED	200

**CATEGORY D  
ACCIDENTS INVOLVING USERS OF PRIVATE VEHICLES (DRIVERS AND PERSONS FOR WHOM TRANSPORT HAS BEEN AUTHORISED)**

The guarantee covers all accidents occurring to persons authorised by the University to use private vehicles for missions [as governed by the University regulations], out-of-office service duties or provision of the on-call service, during use as the driver (or as a person for whom the transport has been formally authorised by the University) of vehicles not registered to the Contracting party in the PRA (Public Register of Motor Vehicles), or for the exclusive use of the Contracting party in any capacity, limited to the time strictly necessary for the execution of these services. The Insurance shall apply also to accidents occurred when entering/exiting the vehicle as well as, in the event of stationary vehicle, to the operations required for starting off.

In any case, insurance coverage is excluded for use of public/private transport vehicles, including taxis and car hire with driver.

In those cases where coverage of this insurance policy has been stipulated by the Contracting Party also in his/her own interest and according to the provisions of the related national collective agreements, the amounts paid based on this policy category shall be deducted from the amounts that may be due by way of fair indemnification for the same event.

*Persons belonging to the categories already insured for occupational risk in a category other than category F (student category, research fellow and scholarship recipient category and attendee category) as such are excluded from the mileage and insurance coverage provided with this category as these persons are understood to be also insured in the case of missions/service duties authorised by the University, for the insured sums and guarantees specified in their respective category*

GUARANTEE	INSURED AMOUNT
Death event	€ 200,000.00
Event of Permanent Disability	€ 300,000.00
Guarantee A - In itinere risk	Not included
Guarantee B - Refund of medical expenses	Not included
Guarantee C – Daily allowance for temporary incapacity	Not included
Guarantee D – Daily allowance for hospitalization	Not included
Guarantee E – Daily allowance for plastering	Not included
Guarantee F - Transportation/repatriation of mortal remains	€ 5,000.00
Guarantee G - Aesthetic damages	€ 2,000.00
Guarantee H - Diseases contracted in service and due to service-related causes	Not included
Number of KM (MILEAGE) ENVISAGED	200,000

**CATEGORY E  
ACCIDENTS INVOLVING USERS (DRIVERS AND PERSONS FOR WHOM TRANSPORT HAS BEEN AUTHORISED) OF VEHICLES OWNED BY AND/OR FOR THE EXCLUSIVE USE OF THE UNIVERSITY**

The guarantee extends to all accidents involving persons authorised by the University to use vehicles owned by the University or by third parties but for exclusive use by the Contracting party as a result of leasing, gratuitous loan, rental

and similar agreements for missions [as governed by the University regulations], out-of-office service duties or provision of the on-call service, as the driver (or as a person for whom the transport has been formally authorised by the University) limited to the time strictly necessary for the execution of these services.

The Insurance shall apply also to accidents occurred when entering/exiting the vehicle as well as, in the event of stationary vehicle, to the operations required for starting off.

In those cases where coverage of this insurance policy has been stipulated by the Contracting Party also in his/her own interest and according to the provisions of the related national collective agreements, the amounts paid based on this policy category shall be deducted from the amounts that may be due by way of fair indemnification for the same event.

*Persons belonging to the categories already insured for professional risk in a category other than category F (student category, research fellow and scholarship recipient category and attendee category) are excluded from the insurance coverage provided with this category as they are also considered insured for use of the Contracting party's vehicles, for the insured sums and guarantees specified in their respective category*

GUARANTEE	INSURED AMOUNT
Death event	€ 200,000.00
Event of Permanent Disability	€ 300,000.00
Guarantee A - In itinere risk	Not included
Guarantee B - Refund of medical expenses	Not included
Guarantee C – Daily allowance for temporary incapacity	Not included
Guarantee D – Daily allowance for hospitalization	Not included
Guarantee E – Daily allowance for plastering	Not included
Guarantee F - Transportation/repatriation of mortal remains	€ 5,000.00
Guarantee G - Aesthetic damages	€ 2,000.00
Guarantee H - Diseases contracted in service and due to service-related causes	Not included
NUMBER OF VEHICLES ENVISAGED	1 owned vehicle registered with the PRA (Motor Registration Office)
	4 vehicles for exclusive use/leasing
	0 University-owned bicycles

**CATEGORY F  
OPTIONAL INJURY POLICY SUBSCRIPTION FOR VERONA UNIVERSITY STAFF OF EVERY CATEGORY AND LEVEL (PREMIUM PAID BY THE INSURED PARTIES)**

The guarantee extends to all accidents occurring to insured persons during participation in the University's institutional activities, as well as ancillary and complementary activities organised or promoted by the University, also when occurring in similar approved, assimilated or connected facilities, or facilities through which the University's institutional activity is carried out, with the exclusion in any case of accidents occurring outside of work.

It includes the risk of travel in any means of transport, including accidents occurring while the vehicle is stopped and during the operations necessary to restart the vehicle.

This category includes University of Verona staff of all categories and levels with a permanent or fixed-term employment contract or sub-contract (teachers, technical and administrative staff and linguistic expert collaborators, researchers, etc.) who have subscribed to the insurance coverage in the manner specified by the University.

In the event that, by virtue of joining this category, the injured person is also insured under category D or category E, the Company shall pay indemnity for all the categories in which the person holds the status of Insured party.

The guarantee becomes effective:

- from 12:00 midnight on the starting date of this policy for those who have subscribed, in the manner specified by the University, by that date;
- from 12:00midnight on the date of filing by the University of the application form it provides for persons who subscribe after the starting date of the policy.
- With regard to subscriptions by persons with fixed-term contracts, it is agreed that, in the event of renewal, even with an interruption of the employment contract within the same calendar year, the insurance coverage will be considered automatically reactivated from 12:00 midnight on the day of commencement of the new assignment, without any need to pay the subscription fee again.

The guarantee ends:

- at 12:00 midnight on the date of termination of the employment relationship with the University for any reason;
- at 12:00 midnight on 31/12 of the year in which the Insured party has stated their intention to the University, in the terms provided by it in the subscription procedure, not to subscribe the insurance coverage for the following year.
- at 12:00 midnight on the natural expiry date of the contract.

It is agreed that the per capita subscription premium is the annual one indicated in the contract, regardless of the date on which the coverage/subscription starts or is terminated for any reason.

It should be noted that this premium is paid by the University – based on the subscriptions statement - in the name and on behalf of the individual insured parties, who bear the entire cost.

However, if on natural contract expiry, the insurance policy is extended pursuant to Art. 3 “Term of the contract”, the per-capita premium shall be calculated on a pro-quota basis for the term of the same extension

GUARANTEE	INSURED AMOUNT
Death event	€ 200,000.00
Event of Permanent Disability	€ 300,000.00
Guarantee A - In itinere risk	included
Guarantee B - Refund of medical expenses	Not included
Guarantee C – Daily allowance for temporary incapacity	Not included
Guarantee D – Daily allowance for hospitalization	Not included
Guarantee E – Daily allowance for plastering	Not included
Guarantee F - Transportation/repatriation of mortal remains	€ 5,000.00
Guarantee G - Aesthetic damages	€ 2,000.00
Guarantee H - Diseases contracted in service and due to service-related causes	Not included
<b>NUMBER OF INSURED PARTIES ENVISAGED</b>	<b>100</b>

**Art. 2 - Premium calculation and methods for applying adjustments**

The Contracting party shall pay, as an agreed premium deposit, the amount shown in the following “premium breakdown” table representing the total of the amounts per individual category, calculated based on the rates and premiums given below.

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

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

As the insurance is provided in a non-nominative form based on the number of insured parties and other variable elements reported, in Article 1 of this Section, the adjustment of the premium will be calculated as follows for each

category:

- for the categories insured based on the number of insured parties, upon premium adjustment it shall be necessary to communicate the number of subjects insured during the reference period, regardless of the actual coverage term.
- for the categories insured based on the number of insured vehicles, upon premium adjustment it shall be necessary to communicate the number of insured vehicles indicating the respective entry/cancellation date (if purchased/sold during the year) and the premium shall be adjusted based on the actual coverage period, calculating 1/365 attendance days.
- for the categories insured based on the number of attendance days and on the Km (mileage), upon premium adjustment it shall be necessary to communicate the number of attendance days and the mileage run during the reference period.

CATEGORY	TYPE OF VARIABLE DATA	ESTIMATED DATA	PREMIUM PER CAPITA/PER KM/TAXES INCLUDED	TOTAL PREMIUM (€) TAXES INCLUDED
A - STUDENTS	No. of INSURED PARTIES	20,000		
B - RESEARCH FELLOWS AND SCHOLARSHIP RECIPIENTS	No. of INSURED PARTIES	300		
C - ATTENDANTS	No. of INSURED PARTIES	200		
D -AUTHORISED USERS OF PRIVATE VEHICLES	Number of KM (MILEAGE)	200,000		
E- AUTHORISED USERS OF THE CONTRACTING PARTY'S VEHICLES	No. of VEHICLES	5		
F- UNIVERSITY STAFF VOLUNTARY SUBSCRIPTIONS	No. of INSURED PARTIES	100		
			<b>TOTAL</b>	

Premium subdivision

<b>Taxable yearly insurance premium</b>	€	.=
<b>Taxes</b>	€	.=
<b>TOTAL</b>	€	.=

### Art.3 – Co-insurance allocation

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

The Company	Branch	Retention percentage

The Company

The Contracting Party

Vexatious clauses

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

Section 2 Art. 1 Declarations concerning the risk circumstances

Section 2 Art. 2 Insurance with different insurers

Section 2 Art. 3 Term of the contract

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

Section 2 Art. 5 Increase in risk following the contract award

Section 2 Art. 6 Guidelines governing events of insurance withdrawal

Section 2 Art. 10 Place of Jurisdiction

Section 2 Art. 15 Territorial extension

Section 2 Art. 19 Co-insurance and proxy

Section 3 Art. 4 Exclusions

Section 3 Art. 7 Restrictive measures (Sanctions Limitations Exclusion Clause)

Section 4 Art. 3 Disputes on damage definition

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

The Company

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