

THIRD PARTY AND EMPLOYER

LIABILITY POLICY EXTRACT



UNIVERSITY OF PADUA

This document - Third Party and Employer Liability Policy Extract is for information purposes only and is not a substitute for the original policy currently in force, to which reference should be made for legal purposes. The information contained herein is of a confidential nature and may under no circumstances be passed on to third parties.



MARSH Spa
Via San Crispino, 114 - PADUA

Drafted in Padua, April 2022

INSURED	: University of Padua	40742928
PERSON/POLICYHOLDER	: GENERALI Ass.ni - Ag. Padova Pedrocchi (100% retention)	
PROXY COMPANY POLICY no.	: 4000834302	
CIG code	: 83225365F8	
EFFECTIVE DATE	: 30.09.2020	
EXPIRY DATE	: 30.09.2024	
INSTALLMENTS	: annual	
INSTALLMENT DUE	: 30.09	
DATE TERMS OF	: 60 days	
	: without tacit extension	

TYPE OF COVER : Third Party and Employer Liability Policy

INSURED ACTIVITY:

This policy covers the civil liability of the Insured persons in the performance of the main or secondary institutional activities of the Entity, or of the activities in any case performed de facto and by any means deemed useful or necessary, resulting in death, personal injury or material damage to property.

The insurance covers the civil liability of the Insured person arising from the performance of university activities wherever they are carried out as provided for, by way of example, but not limited to, by the law, the By-Laws and all the regulations of the University - or on its behalf -, resolutions including measures issued by its Bodies, any amendments and/or additions, including future ones, directly, under concession, under contract or any other form of performance.

This includes, but is not limited to, all:

- commercial, agricultural, socio-cultural, pre- and post-graduate training, technical, sporting and recreational activities, none excluded, even if not directly related to the main activities;
- teaching, research, consultancy, experimentation activities that are carried out by the Insured person;
- activities as principal, organiser, promoter, also using third parties and/or subcontractors, staff with a conventional, fixed and/or open-ended contractual relationship, occasional appointees, ecological guards, volunteers and voluntary associations, civil protection centres, scholarship holders and trainees, collaborators, consultants, temporary workers, coordinated and continuous cooperation and project workers;
- activities as the owner, tenant, user, bailee, bailor and grantor in any capacity whatsoever of any movable and immovable property, plant, equipment, including de facto, used, including mechanical means of transport and non-motor vehicles in general;
- activities as organiser, manager and/or executor on its own behalf and on behalf of third parties of services designed to meet public, social and environmental protection needs;
- teaching and research activities related to and provided for by law, the By-Laws, regulations and agreements. These activities are carried out at its own facilities or at other comparable, homologous, similar, supporting facilities or facilities related to the University's activities, by way of example but not limited to: laboratories, study centres, experimental fields, sports facilities, industrial, commercial, agricultural or service sector establishments, maritime establishments and bodies of water, lakes and rivers, the sea, farmland, stables, archaeological digs, caves, mountain paths and rocky territories, mines, building sites with access to scaffolding, including during pre- and post-graduate practical training and guided tours or study trips with the use of any means;
- research and experimentation activities in general - excluding health experiments;
- management of university study courses, training in general and further education;
- pre- and post-graduate traineeships and activities related to PhD courses;
- research, training, prototyping and consulting activities for public or private entities;
- the activities carried out by agricultural companies. Including the activities of producing, marketing

and disposing of goods and products from agricultural companies;

- veterinary medicine activities (including related diagnostic, consultative, surgical, nursing activities);
- laboratory activities (none excluded or excepted);
- psychologist and psychology activities;
- activities related to the ownership, licensing and circulation of bicycles;
- activities of participation in and organisation of trade fairs, exhibitions, markets and promotional activities of any kind, including the setting up and dismantling of stands;
- activities as organiser of guided tours, conferences, round tables, seminars, conventions, congresses and other events in general, also with the display and/or use of its own and/or third-party material, visits to its own and third-party premises, competitions and initiatives of an educational nature in schools and elsewhere or at other universities, including foreign ones;
- activities as organiser of sports events or activities, including through other entities, for students, staff and members;
- activities as organiser of trips for educational and scientific purposes wherever carried out,
- activities related to the ownership or direct or third-party management of facilities, accommodation, systems, sports facilities, car parks, museum spaces, libraries or other premises used for services to students and other users or employees and assimilated parties. In the event that the University of Padua does not manage these activities, services and competences on its own, it may avail itself of contracting firms or other specifically delegated Bodies; in this sense, the insurance cover is valid for the civil liability that may fall upon the Insured person as principal.

Also included are all ancillary and complementary activities that are connected and related, preliminary and subsequent to the main activities listed above, however and wherever carried out, none excluded or excepted.

The cover also applies to all activities, which may also be carried out by participating in Entities or Consortia or by making use of third parties or contractors/subcontractors, performed by the Insured persons by law and in accordance with regulations or resolutions, including measures issued by their bodies and any present and future amendments and/or additions. The insurance shall also cover all ancillary and complementary, preliminary and consequential activities that are connected and related to the main activities listed above, however and wherever carried out, none excluded or excepted.

For the identification of the Insured persons, reference shall be made to the deeds or records kept by the Policyholder, which undertakes, in the event of a claim, to provide the Company with a copy of these upon simple request.

LIMITS OF LIABILITY

Third Party Liability	€20,000,000.00 for each claim with a limit of
	€10,000,000.00 per person
	€10,000,000.00 for damage to property
Employer Liability	€20,000,000.00 for each claim with a limit of
	€10,000,000.00 per person

It is agreed between the parties that, in the event of shared liability between the Insured persons, the overall exposure of the Company shall not exceed, for each claim, the limits indicated above

SUBJECT OF THE INSURANCE:

Third Party Liability (TPL)

The Company is obliged to hold the Insured person harmless from any amount the latter is obliged to pay, as civilly liable pursuant to the law, as compensation (capital, interest and expenses) for damages involuntarily caused to third parties, for death, personal injury and damage to property, as a consequence of an event that occurred in relation to the activity carried out. The insurance shall also apply to the civil liability of the Insured person arising from the wilful act of persons for whom the Insured person is liable.

Employer Liability (EL)

The Company is obliged to hold the Insured person harmless from any amount that the latter is obliged to pay (capital, interest and expenses) as civilly liable:

1. pursuant to Articles 10 and 11 of Pres. Decree no. 1124/1965, Leg. Decree no. 317/1987 and Leg. Decree no. 38/2000 and their subsequent amendments and additions, for the injuries and damages suffered by employees and/or para-subordinate workers, as well as by workers used, pursuant to current legislation, in socially useful work, and employed in the activity for which the insurance is provided;
2. pursuant to the Civil Code, as compensation for damages not falling within the scope of Pres. Decree no. 1124/1965 and Leg. Decree no. 38/2000 as amended and supplemented, caused to employees and/or para-subordinate workers as referred to in point 1 above for death and personal injury.

The insurance is effective on the condition that, at the time of the claim, the Insured person has complied with the legal insurance obligations; if, however, the irregularity derives from proven inaccuracies or erroneous interpretations of the relevant legal regulations, the insurance remains valid.

MAIN COVER EXTENSIONS: By way of indication and without limitation, the insurance also applies to:

1. **Social welfare activities:** liability for all institutional activities with a social welfare content carried out in favour of adults, the elderly or minors, even if not self-sufficient or physically or mentally handicapped, as well as socially disadvantaged persons, by virtue of Laws, regulations, conventions, resolutions, decrees and also simply de facto.
2. **Circulation in private areas:** civil liability arising from damage to third parties, including third parties transported in motor vehicles owned or in use by the Insured person, while circulating within the precincts of the settlements, except for the subject of compulsory Insurance pursuant to Title X of the Private Insurance Code.
3. **Non-owned auto:** civil liability of the Insured person pursuant to Art. 2049 of the Italian Civil Code for damage caused to third parties by the Insured person's employees and workers, in relation to the driving cars, riding mopeds, motorbikes and bicycles, provided that they are not owned or usufructed by the Insured person, registered with the Vehicle Public Register in the name of the Insured person or leased to them. The cover also applies to bodily injury caused to the transported persons.
4. **As principal for building work:** liability arising as principal of works and services commissioned to third parties, always excluding damage to the works themselves pursuant to Art. 1669 of the Italian Civil Code. The Insurance is understood to operate for the principal of the activities for the design, realisation, renovation, completion, upgrading, testing, ordinary and extraordinary maintenance of works and installations, including excavations, backfills and temporary works. The cover does not include the liability of the contractors themselves and their employees, and the Company's right to seek compensation from them remains unaffected.
5. **Underground pipes and installations:** the Insured person's liability for damage to underground pipes and installations, including damage caused by digging, laying, backfilling, subsidence and landslides.
6. **Courses and events:** civil liability of the Insured person related to holding, organising and commissioning educational and training courses, competitions and examinations, religious, cultural, traditional or folkloristic, tourist, commercial, sporting, musical, artistic, political or trade union events, and other similar events, including with practical tests, exhibition or use of materials, instruments, equipment, plants and installations, and third-party animals.
7. **Items under consignment and custody:** liability of the Insured person for damage caused to items under consignment and/or custody of the Insured person.
8. **Production, distribution and marketing of products:** civil liability arising from the distribution and marketing of products in general. The insurance covers damage caused, within 1 (one) year after delivery and in any case during the period of validity of the insurance, by the products provided or sold, excluding damage due to an original defect in the products themselves.
9. **Theft:** liability of the insured person for theft damage caused to third parties by persons who used scaffolding erected on behalf of the insured person to carry out the criminal act, as well as for theft damage - in boxes and lockers dedicated to this purpose - to items stored by employees, workers of the Policyholder, students, attendees and visitors.
10. **Fire:** liability for damage to other people's property resulting from fire, explosion or bursting, caused by the Insured person or by the Insured person's property or property in their possession. In case of "third party

claim" cover regarding the same risks on another policy, the cover under this clause shall only be effective in excess of or for the terms and conditions compared to that other policy.

11. **Accidental pollution:** the Insurance is understood to cover damages of any nature resulting from pollution of the atmosphere, infiltration and contamination of water, land or crops, interruption or impoverishment of diversions and springs or watercourses, alteration or impoverishment of aquifers, mineral deposits and in general of anything found in the subsoil that is susceptible to exploitation, on condition that these are caused by events whose cause is unforeseen, sudden and without notice. In the event of a claim eligible for indemnification, restoration costs up to a maximum of 10% of the sub-limit guaranteed for this cover are to be considered included in the cover. The consequences of gradual and progressive pollution are in any case excluded.
12. **Activity interruption:** liability arising from the total or partial interruption or suspension of industrial, handicraft, commercial, agricultural or service activities as a consequence of an indemnifiable loss.
13. **Means of transport under loading and unloading and parked:** liability for damage caused to means of transport under loading and unloading, to the vehicles of third-parties and/or employees parked within the premises where the Insured person's facilities or administrative offices are located.
14. **Car parks:** liability of the Insured person arising from the ownership and operation of parking areas and car parks, including damage to removed or impounded third party vehicles, excluding theft.
15. **Graphometric signature:** liability of the Insured persons for material and financial losses arising from graphometric signatures
16. **Privacy:** Liability of the Insured persons for pure pecuniary damage pursuant to the provisions of Leg. Decree no. 196/03 as amended and Regulation (EU) 2016/679.
17. **Ownership and management of real estate, buildings, networks and installations, areas and land:** liability arising from the ownership, management, use and ordinary and extraordinary maintenance, elevation, demolition and extension of buildings including tensile structures, land, installations and equipment that may be used by third parties, in addition to the Insured person for their activity. The insurance includes, but is not limited to, buildings used to house nurseries, kindergartens, compulsory education and high schools, neighbourhood and religious services, green spaces, public establishments, offices and studios, warehouses and storerooms, exhibitions, accommodation activities, public health activities, entertainment and cultural activities, sports, recreational, mobility, technical and technological activities.
18. **Third Party Liability:** third party liability of the Insured persons and/or the persons for whom the Policyholder is liable. This is without prejudice to the Company's right of subrogation in the event of wilful misconduct or gross negligence on the part of the aforementioned persons, judicially ascertained in a final judgment by the accounting courts
19. **Sewer backflow and flooding:** the Insured person's liability for damage caused by sewer backflow and/or water spillage as a result of burst pipes and conduits.
20. **Workplace Safety:** Civil Liability of the Insured person arising from involuntary non-compliance with the regulations on accident prevention, work safety, occupational diseases and worker hygiene, as well as the regulations set forth in Leg. Decree 81/2008 as amended and supplemented.
21. **Land protection and civil defence:** the Insured person's civil liability for damage to property and persons caused by floods, sea surges, atmospheric and natural events, landslides and avalanches, and other catastrophic events for which the Insured person has a prevention, protection, monitoring and warning obligation.
22. **Biological and moral damage:** the cover provided by the Insurer in favour of the Policyholder/Insured person, with reference to both TPL and EL, is also valid for any amount due as compensation for any biological and moral damage caused. The amount of the indemnity payable by the Insurer shall be equal, out of court, to the amount agreed on the basis of the tables for the calculation of biological and moral damage applied by the Court of Padua at the time of settlement, or, in court, to the amount decided by the competent jurisdictional authority.
23. **Leg. Decree no. 81/08 as amended and supplemented (building sites):** the guarantees provided under the TPL and EL policies shall also apply in the case of civil liability of university employees appointed to fill the positions envisaged under Title IV of Leg. Decree no. 81/08 as amended and supplemented and Title VIII

Chapter I of Pres. Decree no. 207/2010 as amended and supplemented. The insurer shall not raise any objection if it is established that the damage is the consequence of non-compliance with or violation of the regulations in force concerning accident prevention and the protection of the health and safety of workers, including those provided for by and/or referred to in Leg. Decree no. 81/08 as amended and supplemented.

- 24. Leg. Decree no. 152/2007 as amended and supplemented and Pres. Decree no. 254/2003 as amended and supplemented (environment):** the guarantees provided under the TPL and EL policies shall also apply in the case of civil liability of the person in charge of and the workers from the Prevention and Protection Service for environment and safety and of the administration personnel performing the duties envisaged by Min. Decree of 17 December 2009, art. 3, paragraph 6, letter), Leg. Decree no. 152/2007 as amended and supplemented and Pres. Decree no. 254/2003 as amended and supplemented. The insurer shall not raise any objection if it is established that the damage is the consequence of non-compliance with or violation of the regulations in force concerning accident prevention and the protection of the health and safety of workers, environmental regulations including those provided for by and/or referred to in Leg. Decree no. 81/08 as amended and supplemented; Min. Decree of 17 December 2009, art. 3, paragraph 6, letter), Leg. Decree no. 152/2007 as amended and supplemented and No. Pres. Decree 254/2003 as amended and supplemented.
- 25. Damage caused by sewer backflow and flooding:** for damage caused by sewer backflow and/or water spillage that is not the result of a burst pipe or conduit.
- 26. Ground subsidence and landslides:** the Insurance shall be understood to cover damage caused to third parties and resulting from landslides and subsidence of the ground from whatever cause. Limited to direct and consequential material damage to property. This is without prejudice to the application of the indemnity limit and deductible indicated in Section 5 of this Policy.

MAIN EXCLUSIONS: TPL insurance does not cover damage:

1. caused by theft, except as provided for in the Policy and on condition that the event has been duly reported to the competent Authority;
2. arising from risks subject to compulsory insurance pursuant to Title X of Leg. Decree no. 209/2005 and subsequent amendments, supplements and implementing regulations, and in any case damage arising from the navigation of motor boats and the use of aircraft;
3. of any nature or due to any cause whatsoever, resulting from:
 - pollution seepage, contamination of water, air, soil or crops;
 - interruption, depletion or diversion of springs or watercourses;
 - alteration or depletion of aquifers, mineral deposits and in general anything in the subsoil that is susceptible to exploitation,
 unless this is the result of events whose cause is unforeseen, sudden and without notice.
4. arising from the possession and use of explosives, with the exception of the liability of the Insured person as principal for works requiring the use of such materials and the liability of the Insured person related to the possession of weapons and related ammunition;

Excluded from TPL and EL insurance is any damage:

5. of whatever nature and however caused, directly or indirectly arising, including only in part, from asbestos or from any substance containing asbestos in any form or to any extent;
6. resulting from declared or undeclared war, civil war, acts of terrorism, sabotage and all events similar to the aforementioned, as well as accidents caused by weapons of war;
7. resulting from administrative measures, except for material and bodily harm caused to third parties directly resulting therefrom;
8. pure property or pecuniary losses, except as expressly provided for in the Policy;
9. arising from the payment of administrative penalties for which insurance is prohibited pursuant to art. 12 '*Prohibited operations*', paragraph 1, of Leg. Decree no. 209/2005;

10. arising from medical and/or health services and/or activities such as care, diagnostic, therapeutic, surgical activities, trials of active ingredients, drugs, medical devices; with the exception of veterinary and psychological activities and services.

FURTHER SPECIAL CONDITIONS

- Occupational Diseases
- Management of damage disputes and legal costs
- Personal liability
- Inps recourse
- Territorial validity: worldwide
- Good faith, Gross negligence
- Employees' civil liability
- Waiver of recourse
- Broker clause
- Exclusion from the category of third parties of only employees and/or workers (insured under the section Employer's Civil Liability)
- bilateral option of termination
- withdrawal for claim not applicable

DELIMITATIONS AND DEDUCTIONS:

Cover	Limits of indemnity per claim and year	Excess and/or deductible per claim
Any and all damages, unless otherwise provided for:	TPL and EL Policy limits	With regard to the TPL section only, cover is provided with the application of a fixed deductible of €00.00 per claim (no deductible)
Biological damage	EL Policy limits	€2,500.00
Occupational Diseases	EL Policy limits	None
Underground pipelines and installations	€1,000,000.00	front excess
Items under consignment and custody	€1,000,000.00	front excess
Graphometric signature	€1,000,000.00	front excess
Theft	€500,000.00	front excess
Fire	€3,000,000.00	front excess
Accidental pollution	€3,000,000.00	10% minimum €2,500.00
Interruption of activities	10% of the damage with a maximum of €2,500,000.00	front excess
Work performed	€1,000,000.00	front excess
Privacy	€1,000,000.00	front excess
Sewer backflow and flooding (without breakage)	€1,000,000.00	front excess
Property damage from ground subsidence and landslides	€3,000,000.00	10% minimum €2,500.00
Damage to property towed, transported, moved, lifted, loaded or unloaded	€ 300,000.00	10% minimum €2,500.00
Damage caused to cars and motorbikes - owned by third parties, employees and persons whose services the Policyholder uses in the course of its business - parked in the areas	€200,000.00	front excess

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belonging to the Policyholder		
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