



### I dati che identificano la sua polizza

## Polizza Inf Aziende e Collettività e circolazione 8E58

Ramo 8	N° polizza 410726517	Codice 005014 Agenzia GAMBONI S.R.L. PERUGIA Indirizzo VIA CAMPO DI MARTE 13/D E 13/E 06124 PERUGIA PG Tel. Fax E-mail
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Contraente (denominazione sociale) POLITECNICO DI MILANO		Cod. Cliente 00001020924	Cod. Fiscale / Partita IVA 04376620151	
Indirizzo VIA LEONARDO DA VINCI 32		Comune MILANO		Provincia MI
C.A.P. 20121				
Cod. Prodotto 8E58	Allegati che integrano la polizza Set Informativo Mod Ed. 04/2023 N° allegati 0		Regolazione premio NO	Tariffa ===
Tipo ===		Cod. Subagente ===	Cod. Produttore ===	
La polizza decorre dal 31/12/2023	La polizza scade il 31/12/2024	Scadenza prima rata 31/12/2024	Frazionamento Annuale	Scadenza annuale 31/12/2024
Proroga SI				
Adeguamento automatico NO	N. indice ===	Convenzione ===	Vincolaria ===	
Scadenza vincolo ===				
Polizza sostituita ===	Ramo ===	Ultima quietanza pagata ===	Premio imponibile euro ===	Rischi comuni - N° polizza ===
Ramo ===		Coassicurazione Quota AXA Assicurazioni Cod. Delegataria		n. Polizza Delegataria ===

### Il prezzo della sua copertura assicurativa

<b>PRIMA RATA</b>	Premio netto euro 151.962,92	Di cui complemento/ diritti euro ===	Premio imponibile euro 151.962,92	Imposte totali euro 3.799,08	<b>Premio Totale prima rata euro</b> 155.762,00
<b>COMPENSO DELL'AGENTE PER IL SERVIZIO DI INTERMEDIAZIONE PRESTATO AL CLIENTE (spazio riservato all'Agente e al Contraente)</b> Compenso concordato con l'Agente per il servizio di intermediazione prestato, come consentito dall'art. 106 e ss. del Codice delle Assicurazioni private e relative norme di attuazione. Il presente importo non è in alcun modo una componente del premio assicurativo, né è ad esso assimilabile.					<b>Compenso prima rata euro</b> 0,00
<b>TOTALE A PAGARE PRIMA RATA</b>					<b>155.762,00</b>
<b>RATE SUCCESSIVE</b>	Premio netto euro 151.962,92	Di cui complemento/ diritti euro ===	Premio imponibile euro 151.962,92	Imposte totali euro 3.799,08	<b>Premio Totale prima rata euro</b> 155.762,00
<b>COMPENSO DELL'AGENTE PER IL SERVIZIO DI INTERMEDIAZIONE PRESTATO AL CLIENTE (spazio riservato all'Agente e al Contraente)</b> Compenso concordato con l'Agente per il servizio di intermediazione prestato, come consentito dall'art. 106 e ss. del Codice delle Assicurazioni private e relative norme di attuazione. Il presente importo non è in alcun modo una componente del premio assicurativo, né è ad esso assimilabile.					<b>Compenso rate successive euro</b> ===
<b>TOTALE A PAGARE RATE SUCCESSIVE</b>					<b>155.762,00</b>
<b>PREMIO ANNUO</b>	Premio netto euro 151.962,92	Di cui complemento/ diritti euro ===	Premio imponibile euro 151.962,92	Imposte totali euro 3.799,08	<b>Premio Totale annuo</b> 155.762,00

Emessa in 3 esemplari	il 18/01/2024	alle ore: 15:40	Data pagamento del premio di rata iniziale .....
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### Il Contraente

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### DICHIARAZIONI DEL CONTRAENTE

Il Contraente ai sensi degli Art.1892, 1893 e 1910 C.C. dichiara:	SI	NO
1) Ha in corso altre assicurazioni con altre compagnie per i rischi previsti nella presente polizza	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2) Gli sono stati annullati per sinistri contratti per i medesimi rischi assicurati con la presente polizza	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3) Gli assicurati soffrono di malattie gravi, sono affetti da infermità, minorazioni anatomiche, funzionali o imperfezioni fisiche	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) I beneficiari designati in caso di morte sono diversi dagli eredi legittimi e/o testamentari	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Avvertenza

Dichiarazioni non veritiere, inesatte o reticenti rese dal soggetto legittimato a fornire le informazioni richieste per la conclusione del contratto, possono compromettere il diritto alla prestazione.

### Il Contraente

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INSURANCE SPECIFICATIONS

“STUDENT ACCIDENTS,  
RESEARCH FELLOWS,  
AND SIMILAR ROLES”

9A

CONTRACTOR

POLITECNICO DI MILANO

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## **DEFINITIONS [DEF]**

Insurance: The insurance contract

Policy: The document proving and regulating insurance

Policyholder: Politecnico di Milano

Insured: The person in whose favor the insurance is provided

Company: The insurance company, or group of companies, that has taken out this insurance

Premium: The amount due from the Policyholder to the Company in exchange for the guarantees provided by it under this insurance

Risk: The probability of a loss occurring and the extent of the damages that may result

Claim: The occurrence of the harmful event for which insurance is provided

Accident: The event due to a fortuitous, violent, external cause, which causes objectively verifiable physical injuries resulting in death, permanent disability, or temporary disability

Permanent Disability: The definitive loss, following an accident, in total or partial measure of the insured's general capacity to perform any work, regardless of his profession

Permanent Disability from illness: The definitive loss, following an illness, in total or partial measure of the insured's general capacity to perform any work, regardless of his profession

Temporary Disability: The temporary loss, following an accident, in total or partial measure of the insured's capacity to attend to his professional activities

Compensation - Indemnity: The sum due from the Company to the Insured or to the entitled parties in the event of a compensable loss under the policy terms

Care Facility: Any Healthcare Facility duly authorized to provide hospital care

Hospitalization: Stay in a Care Facility involving at least one overnight stay

Deductible: The amount contractually established which, in the event of a loss, remains the exclusive responsibility of the Insured or the entitled parties

Indemnity Limit: The maximum amount due from the Company

Insurance Period: The period, equal to or less than 12 months, between the effective date and the annual expiration date

# GENERAL INSURANCE CONDITIONS

## START OF INSURANCE AND CONTRACTUAL TERMS

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### Art. 1 DURATION OF INSURANCE – EXTENSION - TERMINATION

This policy is valid from 00:00 on 12/31/2023 and expires at 00:00 on 12/31/2026; on that date the policy will be considered terminated without the need for prior notice of termination.

However, the Policyholder reserves the right, under Article 35 of Legislative Decree 50/2016 and subsequent amendments, to exercise the option of express renewal of the contract, under the same economic and regulatory conditions in force, for a duration of three years, subject to the adoption of a specific act. The Policyholder exercises this option by communicating it to the Company, by certified email, with a notice of 90 (ninety) days before expiration. This option recognized to the Policyholder requires the prior agreement of the Company, which undertakes to express its will within 30 (thirty) days from the receipt of the Policyholder's request.

It is also the Policyholder's prerogative, by the natural expiration, to request from the Company an extension of this insurance, limited to the complete completion of the procedures for awarding the new insurance and in any case for a maximum period of 180 (one hundred and eighty) days. The Company undertakes to extend the insurance, for the aforementioned maximum period, under the same contractual and economic conditions in force, and the corresponding premium installment will be paid within 30 (thirty) days from the beginning of the extension.

### Art. 2 PAYMENT OF THE PREMIUM AND START OF THE INSURANCE

The insurance coverage begins immediately at 24:00 on the day indicated in the policy even if the payment of the first premium may be made by the Policyholder by 24:00 on 03/31/2024.

The subsequent premium installments must be paid by March 31 of each year.

If the Policyholder fails to pay within these deadlines, the insurance remains suspended from 24:00 on the ninetieth day after the due date and resumes effect from 24:00 on the day of payment, subject to subsequent due dates and the Company's right to demand payment of overdue premiums under Article 1901 of the Civil Code.

However, if the Policyholder fails to make payment within the specified terms due to non-compliance by the Company, which, in accordance with Article 48/bis of Presidential Decree 602/73 and subsequent amendments, has made the regular payment of the premium impossible, the insurance coverage will remain fully effective provided that the Policyholder, within the terms provided for the payment of the premium, has formally notified such circumstance. In this case, it will subsequently be the obligation of the Company to transmit approval for payment issued by the collection agent, and the Policyholder must pay the premium installment within fifteen days of receiving such documentation.

### Art. 3 PREMIUM CALCULATION

The premium, net of applicable government taxes, is determined by the annual taxable premium per capita multiplied by the actual number of insured individuals. The estimated number of insured individuals is 51,500.

For the validity of the coverage, the Policyholder is required to pay an advance premium calculated on 80% of the estimated number of insured individuals, which will be adjusted at the end of the insurance period as regulated in the subsequent Article 20.

#### **Art. 4 COMMUNICATION FORM AND INSURANCE MODIFICATIONS**

All communications between the Parties must be made in writing; any modifications to the insurance must be proven in writing.

#### **Art. 5 TRACEABILITY OF PAYMENTS**

The Company is required to fully comply with what is provided for in Article 3 of Law 136/2010 and subsequent amendments and integrations.

#### **Art. 6 RISK VARIATION**

Any change that results in a different likelihood of an accident occurring or a variation in its consequences, unforeseen or unpredictable at the time of contract conclusion, constitutes a risk variation.

Any change occurring after contract award, which entails a risk variation, must be immediately communicated in writing to the Insurer, within fifteen days from the date of knowledge.

It is also agreed that in the event of risk changes resulting from legislative amendments or new regulations, whereby the Contractor's obligation to provide the guarantees set forth in this policy is no longer required for one or more categories, no revision of the conditions awarded in the tender will be made, and therefore, they will remain in force for the remaining insured categories. The contracting administration is not required to provide written notice of risk changes resulting from normative surcharges or changes in case law orientations.

#### **Art. 7 PRICE AND OTHER CONTRACTUAL CLAUSE REVISION**

For multi-year contracts, if significant, motivated, and detailed changes in risk occur that alter the economic balance of the contract, the Insurer may deem it necessary to request a price revision six months before the annual expiration, based on the available data to be communicated to the Administration.

The Insurer may inform the contracting administration of the occurrence of risk change hypotheses envisaged in Article 6 and request, in accordance with Article 106 of Legislative Decree 50/2016, the revision of premiums or contractual conditions related to deductibles, uncovered amounts, or insured limits. Within 15 days, the contracting administration decides on these requests, formulating its counterproposal for revision. In the event of agreement between the Parties, the contract will be modified from the new annual period.

#### **Art. 8 TERMINATION CLAUSE**

In case of disagreement between the Parties under Article 7, the Insurer may terminate the insurance contract. Termination takes effect from the expiration of the annual period. The right to terminate is exercised within 30 (thirty) days from the proposal under the first paragraph of Article 7, submitted by the Insurer, or, in cases under the second paragraph of the same article, within thirty days from receiving the counterproposal from the Administration.

If, at the termination date, the contracting administration has not managed to assign the new insurance contract, upon its simple request, the Insurer undertakes to extend the insurance under the same conditions, rules, and economic terms in force for a maximum period of 30 (thirty) days.

The contracting administration must concurrently pay the premium supplement.



Termination does not take effect if details of all claims reported by the Policyholder under Article 30, referring to the month preceding the exercise of termination, are not provided.

#### **Art. 9 INNOCENT MISREPRESENTATION AND RETICENCE**

Without fraud or gross negligence, the right of termination by the Insurer is excluded under Article 1893, paragraph 1, of the Civil Code.

Misrepresentations or omissions by the Policyholder and/or the Insured at the time of policy issuance regarding circumstances affecting the risk evaluation, as well as the failure to report subsequent changes or increases in risk, will not lead to the forfeiture of indemnity rights, reduction thereof, or termination of insurance under Articles 1892, 1893, 1894, and 1898 of the Civil Code, provided that the Policyholder or the Insured did not act fraudulently.

#### **Art. 10 RISK REDUCTION**

It is also agreed that, as a partial derogation from Article 1897 of the Civil Code, in cases of risk reduction, as well as insured values, the premium reduction shall be immediate.

The Company will refund the corresponding portion of the premium paid and not enjoyed (excluding government taxes already paid to the Treasury) within 60 (sixty) days from the notification and will waive the termination of the contract and the right of withdrawal as provided for in Article 1897 mentioned above.

#### **Art. 11 POLICY INTERPRETATION**

In case of ambiguous interpretation of the policy clauses, they shall be interpreted in favor of the Insured and/or the Contractor.

#### **Art. 12 PREVIOUS DAMAGES**

The Insured and the Contractor are exempt from the obligation to declare any damages suffered by the insured individuals.

#### **Art. 13 EXEMPTION FROM REPORTING INFIRMITY, PHYSICAL DEFECTS, AND MUTILATIONS**

The Contractor is exempt from reporting the infirmities affecting the individual insureds at the time of policy issuance or those that may occur later, subject to the provisions of the "Indemnifiability and Damage Settlement" Article.

#### **Art. 14 EXEMPTION FROM REPORTING OTHER INSURANCES**

The Contractor is exempt from reporting any other insurance policies that individual Insureds may have or subsequently acquire for the same events. If, in compliance with legal obligations, regulations, and/or national collective labor agreements, the Contractor is required to take out additional insurance coverage for the same Insureds, any indemnities resulting from such coverage will be additional to this insurance.

#### **Art. 15 TAX BURDENS**

The tax burdens related to the insurance are borne by the Contractor.

#### **Art. 16 COMPETENT COURT**

For disputes regarding the application and execution of this policy, the Contractor may choose the court where it is based or the one where the Insured is based.

#### **Art. 17 REFERENCE TO LEGAL NORMS**

For anything not otherwise regulated herein, legal norms apply.

#### **Art. 18 DATA PROCESSING**

Under Regulation (EU) 2016/679, the Parties consent to the processing of personal data contained in this policy or arising therefrom, for purposes strictly related to the fulfillment of contractual obligations.

#### **Art. 19 CO-INSURANCE AND DELEGATION**

If the insurance contract is awarded to a temporary consortium of companies formed according to the law, Article 1911 of the Civil Code is derogated, with all subscribing companies being jointly liable to the Contractor. If the insurance is divided among several companies as indicated in the Offer Sheet for this insurance, it is understood that the total amount of premiums - under the terms of Article 2 - will be paid entirely to the Delegate Company, which will issue a comprehensive receipt for the amount collected. In the event of a claim, the Delegate Company (hereinafter referred to as Company) will manage and settle directly with the Insured, and the Co-Insuring Companies, which agree to accept the settlement defined by the Company, will contribute proportionally to their insured share, without prejudice to joint liability. The Company also commits, in any case, to issue a settlement for the full amount of claims and to provide the Insured with a receipt for the total indemnity amount. Likewise, in the event of insurance being divided among different companies, with the signing of this policy, the Co-Insuring Companies authorize the Company to sign subsequent amendment documents on their behalf and for their account; therefore, the Company's signature makes subsequent documents valid for all purposes, including for the Co-Insuring Companies.

#### **Art. 20 PREMIUM SETTLEMENT**

With reference to the previous article - Premium Calculation - within 180 (one hundred and eighty) days from the end of each annual insurance period, the Contractor must provide written communication to the Company regarding the final data relating to the total number of insureds, derived from official records and acts of the University for that year.

It is also specified that the insured subjects mentioned in letter d) of Article 2 ("Insurance Recipients") are not subject to premium settlement for policy counting purposes. The Company shall issue the corresponding premium adjustment appendix within 60 (sixty) days from the receipt of the communication. Positive and negative differences resulting from the adjustment must be respectively paid by the Contractor within 90 (ninety) days from the date of receipt, or by the Company within 30 (thirty) days from the issuance of the adjustment document.

If the Contractor fails to communicate the final data or pay the positive difference within the prescribed terms, the Company may set an additional deadline, after which the provisional premium for the future installment is considered as a credit or collateral for the unpaid period of insurance or the positive difference payment, and the insurance remains suspended until 24:00 on the day the Contractor fulfills its obligations, subject to the Company's right to take legal action or declare contract termination by registered letter.

However, if the Contractor does not make the payment within the specified terms due to non-compliance by the Company, as per Article 48/bis of DPR 602/73 and subsequent amendments, which made the regular premium payment impossible, the insurance coverage will remain fully effective provided that the Contractor, within the terms set for the premium payment, formally notifies such circumstance.

In this case, it will subsequently be the obligation of the Company to transmit approval for payment issued by the collection agent, and the Contractor must pay the premium installment within fifteen days of receiving such documentation. In the event of a contract expiring, if the Contractor fails to fulfill the premium settlement obligations, the Company, without prejudice to the right to take legal action, will prioritize the settlement of any claims before the payment of the outstanding settlement premium. However, it is understood that, pending the communication of final data, the insurance will be valid and effective for all subjects attending the courses covered by this policy.

#### **Art. 21 RESTRICTIVE MEASURES (SANCTIONS LIMITATIONS EXCLUSION CLAUSE)**

The Company is not obliged to provide coverage, benefits, or pay any claims to the extent that providing such coverage, benefits, or paying such claims may expose the insurer itself to any sanction, prohibition, or restriction under United Nations resolutions or economic or commercial sanctions, legislative or regulatory sanctions of the European Union, the European Economic Area, and/or any other applicable national law relating to economic or commercial sanctions and/or international embargoes.

#### **Art. 22 TRANSLATION OF THE POLICY**

The Company undertakes to provide the Policyholder with an English translation of the policy, consistent with the Italian language version, which shall prevail.

Signed at the bottom by both parties in duplicate, the day, month, and year specified in the policy form.

## **OPERATING RULES IN CASE OF CLAIM**

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### **Art. 23 REPORTING OF THE ACCIDENT**

The report of the accident, indicating the personal details of the Injured party, the place, day, and time of the event, and the causes that determined it, accompanied by a Medical Certificate, as well as with the names of any witnesses, must be submitted to the Company within 30 (thirty) days from when the Student had the opportunity.

Subsequently, the Student must send, at intervals not exceeding 180 (one hundred and eighty) days and until recovery is achieved, informative medical certificates regarding the course of the injuries.

If the accident has caused the death of the Student or if this has occurred during the period of treatment, notice must be given to the Company as soon as possible.

The Student, their family members, or entitled parties must allow the visit of Doctors, appointed by the Company, and any investigation or examination that it deems necessary, for this purpose releasing from professional secrecy, to the Company itself, the Doctors who have examined and treated the Student and/or those who have carried out such investigations and examinations.

If the Student, or their family members or entitled parties, intentionally fail to fulfill the obligation of reporting and other obligations indicated in the preceding paragraphs, the Student and their entitled parties lose the right to compensation; if the Insured, their family members, or entitled parties negligently fail to fulfill these obligations, the Company has the right to reduce the compensation in proportion to the prejudice suffered.

### **Art. 24 COMPENSATION CRITERIA AND SETTLEMENT OF COMPENSATION**

In cases of pre-existing mutilations or physical defects, the permanent disability compensation is calculated taking into account the greater consequences that, due to the pre-existing mutilations or physical defects, the student suffers as a result of the accident.

Upon receipt of the necessary documentation and after carrying out the necessary investigations, the Company settles the compensation due, notifies the interested parties, and upon receiving notice of their acceptance, makes payment within 30 (thirty) days. The compensation is paid in Italy in Euros.

### **Art. 25 ADVANCES**

The Company pays, at the request of the Insured, advances in case of hospitalization and plastering, and in case of permanent disability, if the final assessment is postponed beyond one year from the day of the accident. These advances, to be deducted from the calculation of the final settlement of the accident, cannot exceed the maximum disbursement of € 25,000.00 (fifty percent) of the amount that, based on the preliminary estimates made by the doctors, will be indemnifiable at the time of the request.

### **Art. 26 AUTHORIZATION**

The Company acknowledges that this policy is entered into, for the benefit of the Insured, by the Contractor who fulfills the obligations provided by the insurance itself. By virtue of the foregoing, the Company recognizes the consent of the

Insured from the signing of the contract even if not formally documented. The Company will directly agree with the Insured the amount of compensation due.

#### **Art. 27 DISPUTES**

In case of divergences regarding the nature or consequences of the injuries, or the degree of permanent disability, or the degree and duration of temporary disability, as well as the liquidation of compensation or the extent of refunds, the Insured and the Company undertake to confer, by private writing, the mandate to decide whether and to what extent the compensations are due in accordance with and within the limits of the policy conditions, to a panel of three doctors, one appointed by each Party and the third by the Parties by mutual agreement or, in case of disagreement, by the President of the Medical Association having jurisdiction in the place where the medical panel must convene.

The medical panel resides in Milan, in the municipality where the Institute of Legal Medicine is located, closest to the insured's place of residence. Each Party shall remunerate, at its own expense, the Doctor appointed by it, contributing half of the expenses and fees of the third Doctor.

If the opinion of the medical panel is even partially favorable to the Insured, the Company will also bear the expenses pertaining to the latter. The decisions of the medical panel are taken by majority vote, dispensing with any legal formalities, and are binding on the Parties even if one of the doctors refuses to sign the relevant report.

The panel may, if it deems it appropriate, postpone the definitive assessment of permanent disability to a time to be determined by the panel itself, within two years, in which case, however, the panel formalizes a sum that the Company is obliged to settle within 30 (thirty) days. This sum is to be included in the final settlement of the accident.

#### **Art. 28 WAIVER OF SUBROGATION RIGHT**

The Company waives, in favor of the Insured, the right of subrogation against any Third Parties responsible for the accident, as provided for in Article 1916 of the Civil Code.

#### **Art. 29 TERMINATION IN CASE OF CLAIM**

This provision does not apply to this policy.

#### **Art. 30 PRODUCTION OF INFORMATION ON CLAIMS**

Within three months from the expiry of each semester and in any case six months before the contractual expiry date, within the following 30 solar days, failing which the penalties provided for in the subsequent paragraph will be applied, the Insurer, in compliance with current provisions on the protection of personal data, undertakes to provide the contracting Administration with evidence of the claims reported from the date of inception of the contract. This list must be provided in an open standard digital format (e.g., CSV) via editable (i.e., not read-only) and unalterable files, and must contain for each claim:

- the claim number assigned by the Insurer; - the date of occurrence of the event; - the date of the report; - the type of event;
- the type of insured risk (e.g., insurance branch); - the type of compensation (whether direct or indirect);
- indication of the status of the claim according to the following classification and with the details indicated below:

a) claim recorded, without follow-up, with a written explanation of the reasons;

b) settled claim, on [date], with a settlement of € [amount];

c) open claim, under review, with an estimated amount of € [amount].

All claims must be accompanied by the date of opening of the case at the Company, date of occurrence of the reported claim, type of event, and date of any closure of the case for settlement or other reasons.

The obligations described above shall not prevent the Contractor from requesting and obtaining an update, with the methods described above, on dates other than those indicated. In case of non-compliance with what is provided for in the first paragraph of this article, in the absence of adequate reasons related to force majeure, the Insurer shall pay the Administration an amount equal to 0.05% of the total annual premium for each solar day of delay, with a maximum amount equal to 10% of the net contractual amount.

The Insurer undertakes to provide any other available information relating to the insurance contract in force that the Administration, in agreement with the Insurer, deems useful to acquire during the validity of the contract. In this regard, the Administration must provide adequate justification.

For the obligations relating to the information to be provided after the expiry date of the contract, the application of any penalties is guaranteed by the final deposit, which cannot be released until the complete transmission of the information referred to in the first paragraph.

## INSURED SUMS

The insured sums are as follows:

€	<b>600.000,00=</b>	in case of death
€	<b>600.000,00=</b>	in case of permanent disability
€	<b><del>300.000,00</del> 400.000,00=</b> or a greater amount indicated in the Offer Sheet	in case of permanent disability due to illness
€	<b>70.000,00=</b>	for medical expenses reimbursement
€	<b><del>100,00</del> 150,00=</b> or a greater amount indicated in the Offer Sheet	for daily allowance for temporary disability

## **INSURABLE RISKS**

### **Art. 1 OBJECT OF THE INSURANCE**

The coverage is provided for accidents suffered by the insured parties as specified in the following article 2 during their stay in the premises and buildings of the Politecnico di Milano (classrooms, laboratories, offices, and similar) or in any other location, whether within or outside the Politecnico, both in Italy and abroad, including, but not limited to: accommodation, establishments, industrial or research laboratories, and similar, where the insured parties may find themselves for study, research, internships, visits, experiments, complementary and ancillary activities, as well as during travel conducted by duly authorized or financially supported means of public and/or private transport by the Politecnico di Milano, as well as educational trips and international cultural exchange programs duly authorized or financially supported by the competent Educational Authorities.

Regarding holders of scholarships for research collaboration and post-doctoral scholarship holders, coverage is also provided for accidents suffered during the performance of any activity related to the same assignment (seminars, conferences, or lectures, laboratory exams, tests, inspections, etc.), whether such activities are carried out within the University or on behalf of the University itself at third-party locations.

Accidents occurring during commutes are also included, defined as accidents that occur to the insured parties during the normal commute to and from their place of residence, even on a temporary basis, to the place where their respective activities are carried out, whether on foot or using means of transportation, as well as during travel to and from meal locations.

Coverage is also provided for accidents occurring during transfers from one department to another, from one School to another, from one location to another, by any means.

Insured parties are covered during participation in events and activities of all kinds (sports, cultural, recreational, or otherwise) organized by the Politecnico di Milano or with its approval. Coverage is also provided for accidents suffered by insured parties during the use of playgrounds and/or sports equipment located within the gymnasiums of university residences and, in general, within the University premises, even if managed by entities with autonomous legal personality.

Pursuant to the following article 5, insurance coverage is also valid for accidents suffered by the insured parties during missions, even when the use of the means of transportation (whether it be a motor vehicle, moped, or motorcycle) owned by the Student (or spouse or cohabiting partner or parents or other cohabiting family members) is authorized.

### **Art. 2 INSURANCE BENEFICIARIES**

This contract insures against accidents the following subjects:

- a) All types of students enrolled in courses at the Politecnico di Milano, including students enrolled in individual courses, and for the entire duration of their enrollment, even during the performance of part-time activities pursuant to Article 13 of Law 391/90;
- b) Recipients of scholarships awarded by the Politecnico di Milano, if not included in the aforementioned category;
- c) Holders of scholarships for research collaboration (so-called Research Fellows);
- d) External attendees and/or volunteers in the University's laboratories, duly authorized by the Managerial Supervisor of the Department and the Laboratory Manager.



Those enrolled in university master's programs, permanent training courses, or advanced training courses (the only types currently not covered by this policy) shall also be considered insurance beneficiaries upon specific communication from the Policyholder.

### **Art. 3 EXTENSIONS OF THE INSURANCE**

Given that any event falling within the definition of "accident" is covered by default unless explicitly excluded, the following are also considered "accidents":

- a) Asphyxia;
- b) Suffocation due to ingestion of solids;
- c) Poisoning or acute intoxication due to ingestion of food or other substances;
- d) Intoxication, even of traumatic origin;
- e) Afflictions resulting from animal bites or insect or arachnid stings, excluding those for which insects are necessary carriers, plant stings, as well as infections (including tetanus) resulting from reimbursable events under the policy;
- f) Burns from animals and/or plants in general and contact with corrosives;
- g) Drowning;
- h) Freezing or frostbite;
- i) Electrocution and electrical shocks in general, including those resulting from lightning strikes;
- j) Heatstroke and heat exhaustion;
- k) Injuries resulting from exertion, excluding heart attacks and hernias;
- l) The physical consequences of surgical operations or other necessary treatments resulting from accidents;
- m) Aesthetic damages resulting from accidents;

The insurance also applies to:

- n) Accidents suffered in a state of illness, unconsciousness, or resulting from dizziness;
- o) Accidents resulting from recklessness, imprudence, or severe negligence;
- p) Accidents resulting from thermal and atmospheric influences;
- q) Accidents suffered while intoxicated, provided the insured party is not driving a motor vehicle;
- r) Accidents that, during air travel, result from acts of terrorism, piracy, sabotage, terrorism, forced hijacking, provided they are not the result of war (even if undeclared), insurrection, or popular uprisings;
- s) Accidents resulting from falling asleep while operating a vehicle;
- t) Accidents resulting from the use or operation of prototypes (motorized and non-motorized vehicles and vessels), including boarding and disembarking from them.

#### **Art. 4 HERNIAS AND STRAINS**

Muscular strain injuries, as well as hernias caused by violence, are considered accidents, with the understanding that:

- If the hernia is operable, a daily allowance is paid for the period of hospitalization;
- If the hernia, even if bilateral, is not operable, daily allowances are paid for the period of hospitalization and a permanent disability allowance, not exceeding 20% (twenty percent) of the respective insured sum.
- 

#### **Art. 5 TRANSPORTATION**

Insurance coverage applies to accidents resulting from the use and operation of any vehicle or motorized vessel provided that the Insured is licensed in accordance with legal provisions. Accidents while driving submersible or aerial vehicles are excluded from this coverage.

#### **Art. 6 FLIGHT RISK**

Insurance extends to accidents suffered by the Insured during air travel carried out by the Insured as a passenger, on aircraft and helicopters in public service of regular and non-regular airlines, on demand transport (Aerotaxis), of civil and military Authorities during civil traffic, companies and individuals for tourism and transportation activities, as well as on aircraft and helicopters of air work companies exclusively during public passenger transport.

Flights conducted on aircraft and helicopters operated by Aeroclubs are excluded in any case.

The Company is liable for the coverage provided by this extension and any other insurance policies stipulated by the Policyholder, the Insured, or third parties in their favor, not exceeding the following amounts:

For each person

- € 1,033,000.00 for permanent total disability;
- € 1,033,000.00 for death
- € 260.00 for temporary disability

For each aircraft

- € 15,000,000.00 for permanent total disability;
- € 15,000,000.00 for death
- € 5,200.00 for temporary disability

These limitations per aircraft also include sums related to any other insured persons for the same risk under other policies of the same type stipulated by the same Policyholder.

If the total insured sums exceed the abovementioned amounts, the indemnities payable in the event of a claim will be adjusted with proportional reduction and allocation across individual contracts.

#### **Art. 7 ACCIDENTS ARISING FROM NATURAL DISASTERS**

Coverage also extends to accidents resulting from earthquakes, volcanic eruptions, floods, floods, tidal waves, landslides, hailstorms, and snow, with the understanding that the maximum payout by the Company may not exceed the amount of € 15,000,000.00 (fifteen million) regardless of the number of injured persons covered by this policy.

#### **Art. 8 ACCIDENTS ARISING FROM SOCIO-POLITICAL EVENTS**

Insurance also applies to accidents resulting from riots, acts of terrorism, vandalism, attacks, violent acts with political, economic, social, or union motives, provided the insured party did not actively participate.

#### **Art. 9 WAR RISK**

Coverage is extended to accidents occurring abroad (excluding, however, the territory of the Vatican City and the Republic of San Marino) resulting from declared or undeclared war, civil war, and general insurrections, for a maximum period of 14 (fourteen) days from the start of hostilities if and when the Insured is caught off guard by the outbreak of hostilities while in a country that was previously at peace.

#### **Art. 10 DEATH**

If, after the payment of a disability allowance, but within two years from the day of the accident and as a result of this, the Insured dies, the Company pays the Beneficiaries the difference between the indemnity paid and the insured sum for death, if the latter is higher, and does not seek reimbursement in the opposite case.

If the accident results in the death of the Insured, occurring within three years from the day of the accident and if the names of the Beneficiaries are not specified in the policy, the Company pays the insured sum for death in equal parts to the Beneficiaries identified applying the criteria of legal succession.

"Death" also includes a "state of irreversible coma" resulting from an accident.

#### **Art. 11 REPATRIATION OF THE BODY**

In the event of death resulting from an insurable accident under the policy occurring abroad, the insurance is extended to cover the cost of repatriation of the deceased's body, duly documented, up to a maximum of € 5,000.00 10,000.00= (five ten thousand) or the higher amount indicated in the Offer Schedule.

#### **Art. 12 PRESUMED DEATH**

If, as a result of an insurable accident under the policy, the body of the Insured disappears or is not found, and death is presumed to have occurred, the Company will pay, following the criteria set out in the preceding article, the sum insured for death.

Payment will not be made until 180 (one hundred eighty) days have elapsed from the submission of the application for a declaration of presumed death pursuant to Articles 60 and 62 of the Civil Code.

If the indemnity has been paid and subsequently the Insured returns or there are reliable news about him, the Company is entitled to the reimbursement of the amounts paid and related expenses, and the Insured himself may assert his rights, in case he has suffered compensable injuries in accordance with the terms of this policy.

## **Art. 13 PERMANENT DISABILITY**

If the accident results in:

- a) Permanent disability: The Company pays, for this reason, an indemnity calculated on the insured sum for absolute permanent disability according to the following provisions and based on the percentages indicated in the table attached to the DPR June 30, 1965, no. 1124, as in force on January 1, 2024, with the Company waiving the application of the deductible provided by law;
- b) The absolute and irreversible loss of the functional use of an organ or limb, the loss is equated to the anatomical loss of the limb itself: if it is a impairment, the percentages established by the table are reduced in proportion to the lost functionality.

In cases of permanent disability not specified in the aforementioned table, the indemnity is determined by analogy with the most similar case listed in the table or taking into account the decrease in the capacity to perform one's usual occupation.

In the case of confirmed left-handedness, the percentages of permanent disability established by the aforementioned legal table for the right upper limb and the right hand will apply to the left upper limb and the left hand, and vice versa.

If the Insured dies from causes independent of the accident even before the indemnity has been paid or offered in a determined amount, the Company pays the beneficiaries the agreed amount that the Insured would have received.

## **Art. 14 ABSOLUTE DEDUCTIBLE FOR PERMANENT DISABILITY**

The following deductibles apply to the insured capital for the case of permanent disability:

- On the insured sum up to € 300,000.00 (Three hundred thousand), no deductible will be applied;
- On the insured sum exceeding € 300,000.00 (Three hundred thousand) and up to the maximum insured sum deducted by € 100,000.00 (One hundred thousand), a fixed deductible of 4% (four percent) will be applied;
- On the remaining insured sum, a fixed deductible of 8% (eight percent) will be applied.

If the percentage of Permanent Disability exceeds 20% (twenty percent), no deductible will be applied.

## **Art. 15 PERMANENT DISABILITY FROM ILLNESS**

The guarantee is extended to permanent disability from illness exceeding 50% (fifty percent) of the total disability, contracted during university courses within the limit indicated in the article "Insured sums". Permanent disability from illness is not subject to a deductible.

#### **Art. 16 PREFERENTIAL INDEMNITY FOR SERIOUS PERMANENT DISABILITY**

In case the permanent disability from accident is greater than 50% (fifty percent), the indemnity for permanent disability will be paid at 100% (one hundred percent) of the insured capital under the policy for Permanent Disability.

#### **Art. 17 SPECIAL INDEMNITY FOR AESTHETIC IMPAIRMENTS**

If the accident results in facial injuries causing permanent disfigurements or scars not otherwise compensable, the Company pays an additional flat-rate indemnity of € 5,000.00 10,000.00 (five ten thousand) or a greater amount indicated in the Offer Sheet.

#### **Art. 18 INDEMNITY FOR THE ESTABLISHMENT OF A LIFE ANNUITY FOR CONTINUOUS PERSONAL ASSISTANCE**

If as a result of a compensable accident under the policy, the student suffers a permanent disability of not less than 66% (sixty-six percent) and such as to require continuous personal assistance. The Company will pay the student, in addition to any other amount due under this policy, the amount necessary to establish an immediately revaluable life annuity of € 300.00 1,000.00 (three hundred thousand) or a greater amount indicated in the Offer Sheet monthly by entering into a specific insurance contract.

#### **Art. 19 REIMBURSEMENT OF MEDICAL EXPENSES AND TRANSFER TO AN EQUIPPED HOSPITAL CENTER**

In the event of an accident, the Company ensures, up to the limit of € 70,000.00 (seventy thousand), reimbursement of expenses incurred for:

- Surgeon's fees or operating team;
- Use of the operating room, intervention materials, therapeutic devices and endoprotheses applied during the intervention;
- Hospitalization fees;
- Examinations and diagnostic tests;
- Physiotherapy and rehabilitation treatments
- Transport of the student to the hospital or clinic and the return home by ambulance;
- Medical-nursing services, medicines, purchase and/or rental of prosthetic and healthcare devices including orthopedic wheelchairs.

Also included are expenses for treatments and applications aimed at reducing or eliminating the consequences of aesthetic damage caused by the accident.

If the Insured Person is deemed incurable within the public hospital organization where the accident occurred, the Company also reimburses the expenses for air transfer to a hospital center, even private, equipped for the student's care.

The Company will reimburse upon presentation of the relevant original expenditure documents.

## **Art. 20 TEMPORARY DISABILITY**

If the accident results in the student's inability to attend declared occupations, the Company pays the insured sum:

- Fully in the amount of € 100.00 150.00 (one hundred fifty) or a greater amount indicated in the Offer Sheet per day for the entire period in which the student has been totally physically incapacitated from attending to his/her occupation;
- At 50% (fifty percent) for the entire time the student has been partially unable to attend to his/her activities.

The indemnity for temporary disability, which is paid for the period of necessary care, starts from the day following the accident duly reported and ends on the day before the date of full recovery.

This indemnity is paid for a maximum period of one year from the day of the accident.

The daily indemnity for temporary disability will be recognized if the accident alternatively results in:

- Hospitalization;
- Application of a plaster cast;
- Immediate resort to the emergency room or hospital facility with issuance of a medical certificate; in the latter case, the indemnity will be paid starting from the eighth day following the event.

In case of accident causing hospitalization and/or casting exceeding 30 (thirty) days and preventing the student from coping with the exam session, the Company will also pay an additional indemnity of € 3,000.00 (three thousand) per year.

## **Art. 21 CONTRACTOR'S LIABILITY**

The Company undertakes to indemnify the Polytechnic for any amounts it is required to pay for bodily injury or death (capital, interest, and expenses) to students or beneficiaries under the policy, as civil liability as provided by law for accidents occurring as a result of the insured risks and compensable under the terms of this policy.

This guarantee is provided for each injured party up to an additional amount, equal to what would be due according to the policy conditions as indemnity for accident insurance, up to a maximum limit of € 300,000.00 (three hundred thousand); in the event of an event affecting multiple people, the total additional amount borne by the Company may not exceed the maximum limit of € 2,000,000.00 (two million).

The insurance applies if the injured party or their beneficiaries are not satisfied with the indemnity provided by this policy and claim higher compensation for the Polytechnic's civil liability. In this case, the amount of the indemnity is set aside to be included in the compensation that the Polytechnic is required to pay by judgment or settlement.

If the injured party or beneficiaries withdraw from the civil liability action or are unsuccessful in it, the set-aside amount is paid, net of the expenses incurred to defend against the damage claim.

If with the beneficiaries designated in the policy or independently of them, other persons entitled to compensation for the injury suffered by the Insured make damage claims against the Polytechnic, the insurance also applies to the claims of the latter, whether in conjunction or not with those of the beneficiaries, subject always to the limits of the second paragraph of this article.

The Company, as long as it has an interest, bearing the expenses in accordance with the law, manages disputes both out-of-court and judicial, civil and criminal, on behalf of the Polytechnic, availing itself of all the rights and actions that are competent to it.

The Polytechnic will inform the Company as soon as possible (transmitting in any case documents, news, and anything else concerning the dispute) of the claims made by the injured parties or beneficiaries of the start of any civil and criminal proceedings and appoint the lawyers or attorneys designated by the Company for the defense, with the Contractor having the option to add others at its own expense.

#### **Art. 22 INSURANCE BASED ON THE NUMBER OF INSURED. CLARIFICATIONS. VARIATIONS IN THE SCOPE OF TEMPORAL COVERAGE**

The Polytechnic is exempt from the obligation to report the personal details of insured persons as well as the illnesses from which individual insured persons suffer at the time of the conclusion of this policy or which may subsequently arise.

For their identification, reference will be made to registration documents (by way of example and not limitation: personal file of the enrolled student, participant in the research doctorate course, documentation attesting to the assignment and/or contract conferred on the research fellow, documentation relating to the scholarship awarded, etc.), or other documentation attesting that the subject holds/held the status of insured; the Contractor undertakes to produce at any time to persons authorized by the Company to carry out checks and/or inspections on the aforementioned documents.

The Polytechnic is also exempt from the obligation to report any other insurance policies that individual insured persons have in force or may take out on their own for the same risk; the obligation remains, however, for the Polytechnic to report any other insurance policies it has in force or takes out for a risk similar to that of this policy; the above with the exception of coverages that, by law, the Polytechnic has already taken out, must take out, or will take out.

It is specified that some figures who hold the status of insured have the possibility of temporarily suspending the course they are attending, with the obligation to subsequently make up for these periods of suspension. Therefore, the Company acknowledges and takes note that the guarantee will not be in force during these periods of suspension, and the guarantee will become effective again when educational activities resume, without the need to pay any additional premium, as the annual premium paid will be valid for a period of twelve months even if not continuous, and therefore coverage will be provided by the Company until the completion of the course attended and may therefore end even after the expiration of this contract. At the end of the suspension and the subsequent resumption of the course attended and therefore of the related insurance coverage, the acts deposited with the University Administration (request by the interested party with subsequent confirmation by the university administration, etc.) will be valid; therefore the Polytechnic will not make any communication to the Company. If necessary, these acts will be transmitted by the University Administration to the Company at the express request of the latter. The guarantee is extended, upon payment of the corresponding pro-rata premium, to those who must make up for the period of suspension of the courses attended, resulting from interruptions occurring before the conclusion of this contract.

It is also specified that the Insured Persons referred to in article 2, letter d), are not subject to regulation for the purposes of calculating the insurance premium.

## **Art. 23 TERRITORIAL VALIDITY**

The insurance is valid worldwide. Temporary disability, outside European countries, is valid only for the period of hospitalization and from the day of the Insured's return to Italy.



## **EXCLUSIONS [E]**

The insurance does not cover accidents resulting from:

- a) Injuries directly related to declared or undeclared war, civil war, general insurrection, except as provided in the Article - War Risk;
- b) Injuries caused by the voluntary intake of alcoholic beverages, narcotics, or hallucinogens, or the abuse of psychotropic drugs not for therapeutic purposes;
- c) Injuries resulting from one's own criminal actions;
- d) Injuries directly or indirectly resulting from chemical or biological contamination resulting from a terrorist act or war; for terrorist act is meant an act (including the use or threat of force or violence) carried out by any person or group of people acting alone or on behalf of or in connection with any organization, for political, religious, ideological, or similar purposes, including the intention to influence any government or to intimidate the population or any part thereof.