



CIVIL LIABILITY INSURANCE SPECIFICATIONS (R.C.T./R.C.O.)

CIG B8A9CC13A4

POLICYHOLDER

University of Pavia

Corso Strada Nuova, 65
27100 Pavia

VAT No.: 00462870189

Tax Code: 80007270186

INCEPTION

from 24:00 on
31/12/2025

FIRST INSTALMENT EXPIRY

at 24:00 on
31/12/2030

SUBSEQUENT INSTALMENTS EXPIRY

at 24:00 on
31 December of each year

Unipol Assicurazioni S.p.A.

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Capogruppo del Gruppo Assicurativo Unipol iscritto all'Albo delle società capogruppo al n. 046
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FINAL EXPIRY

at 24:00 on
31/12/2030

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LIMITS – SUBLIMITS – DEDUCTIBLES AND EXCESSES

- Limits
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POLICY SCHEDULE

POLICY NUMBER

**POLICYHOLDER**

University of Pavia

REGISTERED OFFICE

Corso Strada Nuova, 65 – 27100 Pavia

TAX CODE / VAT NUMBER

Tax Code: 80007270186

VAT No.: 00462870189

ACTIVITY CARRIED OUT

POLICY DURATION

Inception: from 24:00 on 31.12.2025

Expiry: at 24:00 on 31.12.2030

FIRST INSURANCE PERIOD

from 24:00 on 31.12.2025

to 24:00 on 31.12.2026

SUBSEQUENT PERIODS

Annual from 31.12.2026

ANNUAL NET PREMIUM

€ 27,239.26



TAXES

€ 6,060.76

ANNUAL GROSS PREMIUM

€ 33,300.00

INSTALMENT

Annual

BROKER – INTERMEDIARY

The Broker to whom, by mandate of the Policyholder, the management and execution of the insurance is entrusted

CORRESPONDENT / COVERHOLDER

Contractual framework clause (fondamentale – tradotta fedelmente)

This contract, issued following a procurement procedure for the awarding of insurance services initiated by the Policyholder, at the conclusion of which the Company ... was awarded the contract, is governed by:

- the policy front sheet and the POLICY SCHEDULE containing the essential contractual data;
 - the special tender specifications, fully attached hereto;
 - the amendments to the special tender specifications submitted at the time of the offer, approved by the Policyholder, which modify the provisions of the same and are fully attached hereto.
-



DEFINITIONS [DEF]

Insurance

The insurance contract

Policy

The document evidencing and governing the insurance

Policyholder

The entity that enters into the insurance contract in its own name and on behalf of whom it may concern

Insured

The University of Pavia (intended as a single entity without distinction between internal or affiliated bodies such as, by way of example, associations, commissions, committees and similar) or, if different, the party whose interest is protected by the insurance, including additional insureds

Company / Insurer

The insurance company or group of companies underwriting this insurance

Broker

The insurance brokerage firm entrusted, by mandate of the Policyholder, with the management of the insurance

Premium

The amount due by the Policyholder to the Company

Risk

The probability that a loss may occur and the extent of the resulting damages

Loss (Claim)

The occurrence of the damaging event for which insurance cover is provided

Series Loss

All damages arising from the same damaging event shall be deemed to have occurred on the same date, even if individual damages occurred at different times and even if the related claims are made after the expiry of this policy, regardless of the number of injured parties and/or claims made.



All damages in the series shall therefore be considered as a single claim:

- for the purposes of the limit and/or sublimit applicable to the relevant cover
- for the purposes of applying the relevant deductible

Reference shall be made to the limit, sublimit and deductible in force at the date on which the damaging event occurred

Damage

Financial and non-financial loss attributable to the insured as a result of an event causing death, personal injury (including injury to health and physical and psychological integrity) or damage to property

Property (Things)

Both tangible assets, including vehicles registered with the Public Motor Vehicle Register, and animals

Indemnity

The amount payable by the Company in the event of a loss

Limit of Indemnity

The maximum exposure of the Company for each claim, regardless of the number of persons deceased or injured or suffering property damage

Deductible

The predetermined amount deducted from the loss and borne exclusively by the Insured

Excess

The percentage of the loss borne exclusively by the Insured

Insurance Period

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

Employees / Workers

All natural persons used by the Insured, even occasionally, in the performance of the insured activity, including:



1. Employees of the Insured and all persons for whom the Insured is obliged to provide INAIL insurance or voluntarily does so where applicable
 2. Persons for whom the obligation to insure with INAIL lies with entities other than the Insured
 3. Persons for whom there is no obligation of INAIL insurance
-

Gross Annual Remuneration

All amounts, gross of social security deductions, effectively received by employees as compensation (e.g. salary and other continuous elements), as well as remuneration paid to Directors

Terrorism

Any act (including the use or threat of force or violence) carried out by any person or group of persons acting alone or on behalf of or in connection with any organisation or government for religious, political, ideological, ethnic or similar purposes, including the intention to influence any government and/or to intimidate the population or part thereof

ACTIVITIES, RISK CHARACTERISTICS AND SUMS INSURED

Activities and risk characteristics

The cover provided by this policy applies to the performance, at multiple locations as well as at third parties' premises, of all activities that fall, whether institutionally or otherwise, within the competence of the Insured Entity, carried out by it pursuant to laws, regulations or acts in



general, including provisions issued by its governing bodies, as well as any present and future amendments and/or additions.

All activities carried out in any manner and by any means deemed useful or necessary are included.

The cover also applies to all activities that may be performed through participation in entities or consortia or by means of third parties or contractors/subcontractors, carried out by the Insured pursuant to laws, regulations or acts in general, including provisions issued by its governing bodies, as well as any present and future amendments and/or additions.

The insurance also includes all ancillary, complementary, connected and related activities, preliminary, ordinary, extraordinary and consequent to the main activities listed above, wherever and however carried out, without any exclusion or exception.

This policy shall apply in all cases where liability may be claimed against the Insured in its capacity as principal, organiser or otherwise.

Premium Calculation

The premium is calculated on turnover and is not subject to adjustment – contractual “flat form”.

Policyholder	Gross annual remuneration 2024*	Annual gross rate per mille	Annual gross premium
University of Pavia	€ 113,843,785.80	0.292506084	€ 33,300.00

* Indicative parameter solely for premium calculation purposes: data updated to the 2024 financial year.



GENERAL CONDITIONS OF INSURANCE [GCI]

Art. 1 – DURATION OF THE CONTRACT – EXTENSION

This policy shall take effect and expire as indicated in the POLICY SCHEDULE; at the expiry date the policy shall terminate automatically without the need for prior notice of cancellation.

In exceptional cases where objective and insurmountable delays occur in the completion of the procurement procedure for awarding the contract, the policy may be extended under the same economic and regulatory conditions in force for the time strictly necessary to complete the procedure for identifying the new contractor, where the conditions set out in Article 120, paragraph 11, of Legislative Decree 36/2023 are met, for a maximum period of 6 months. The corresponding premium shall be paid in accordance with Article PREMIUM PAYMENT – INCEPTION OF INSURANCE, unless further extensions are agreed between the parties.

This option may also be exercised by the Policyholder in the event that annual termination as per Article ANNUAL EARLY TERMINATION has been communicated. The extension period shall be calculated on the basis of 1/360 of the annual premium for each day of cover.

Following the availability of Consip agreements or framework agreements made available by central purchasing bodies (Legislative Decree 95/2012, Article 1, paragraph 13, converted into Law 135/2012), the Policyholder reserves the right to withdraw from the insurance if more advantageous conditions are identified compared to those applied by the contractor, in the event that the Company is not willing to revise the premium accordingly. Withdrawal shall become effective upon written notice with a minimum notice period of 20 days. In such case, the contractor shall be paid for services already performed and 10% of those not yet performed pursuant to Article 120 of Legislative Decree 36/2023 and Article 11 of Annex II.14.

Art. 2 – ANNUAL EARLY TERMINATION

The Company shall have the right to withdraw from this policy at each annual expiry by registered letter or certified email (PEC) sent with digital signature at least 3 months prior to each annual expiry.



The Policyholder shall have the right to withdraw from this policy at each annual expiry by registered letter or certified email (PEC) sent with digital signature at least 1 month prior to each annual expiry.

In both cases, the extension of up to 6 months pursuant to Article 120, paragraph 11, of Legislative Decree 36/2023 as set out in Article DURATION OF THE CONTRACT – EXTENSION shall apply.

Art. 3 – PREMIUM PAYMENT – INCEPTION OF INSURANCE

The insurance shall take effect, with immediate cover, from 24:00 on the date indicated in the policy. The Policyholder shall pay the appointed Intermediary:

- within 2 months from the inception date of the contract, the premium relating to the first insurance period;
- within 2 months from each subsequent expiry date (annual or semi-annual), the premium relating to the current insurance period;
- within 2 months from the date of receipt by the Policyholder (including via email) of the premium relating to endorsements duly issued by the Company.

It is understood that the insurance shall in any case take effect with immediate cover from 24:00 on the date indicated in the endorsement document.

After the above deadlines, the insurance shall be suspended and shall resume effect from 24:00 on the date of payment of the premium, without prejudice to the contractual expiry dates and the Company's right to payment of overdue premiums pursuant to Article 1901 of the Italian Civil Code.

Pursuant to Articles 48 and 48-bis of Presidential Decree 602/1973, the Company acknowledges that the insurance remains valid during any verification procedures carried out by the Policyholder pursuant to Ministerial Decree 40/2008 and Circular No. 22 of 29/07/2008, including the 30-day suspension period referred to in Article 3 of said Decree.



Payment made by the Policyholder directly to the Collection Agent pursuant to Article 72-bis of Presidential Decree 602/1973 shall constitute fulfilment for the purposes of Article 1901 of the Italian Civil Code vis-à-vis the Company.

Art. 4 – TRACEABILITY OF FINANCIAL FLOWS

The Company shall comply with all obligations set out in Article 3 of Law 136/2010 in order to ensure the traceability of financial flows relating to the contract.

Failure to comply with such obligations shall result in the automatic termination of this contract pursuant to Article 3, paragraph 8, of Law 136/2010.

Art. 5 – DECLARATIONS RELATING TO RISK CIRCUMSTANCES – VARIATION OF RISK

Inaccurate declarations or non-disclosures by the Policyholder or the Insured relating to circumstances affecting the assessment of risk may result in total or partial loss of the right to indemnity as well as termination of the insurance pursuant to Articles 1892, 1893 and 1894 of the Italian Civil Code.

However, omission by the Policyholder or the Insured of an aggravating circumstance, as well as inaccurate declarations at the time of entering into the contract or during its term, shall not prejudice the right to compensation provided that such omissions or inaccuracies are not intentional, without prejudice to the Company's right, once aware of aggravating circumstances entailing a higher premium, to request amendment of the terms in force (premium increase effective from the date the Company became aware of such circumstances or, in the event of a claim, premium adjustment for the entire annual period).

“Variation of risk” means any change resulting in a different probability of occurrence of a loss or a change in its consequences not foreseen or foreseeable at the time the contract was entered into.

Changes to be notified concern factual circumstances within the Policyholder's organisation capable of determining a significant aggravation of the risk.



The Policyholder is not required to notify in writing changes in risk deriving from regulatory developments or changes in case law.

Any circumstance arising after the award of the insurance contract which entails a variation of risk, as defined above, must be notified in writing by the Policyholder to the Company within 30 days of becoming aware thereof.

The parties also agree that variations resulting in reduction or aggravation of risk arising from laws, regulations or administrative acts shall not be subject to Articles 1897 and 1898 of the Italian Civil Code and shall therefore automatically fall within the scope of cover without premium adjustment, except where such variations affect the nature of the Insured.

In the event of a reduction in risk, the Company shall reduce the premium or subsequent instalments pursuant to Article 1897 of the Italian Civil Code and waives its right of withdrawal; the premium reduction shall take effect from the following annual period.

Art. 6 – PRICE REVISION

Upon occurrence of risk variation as provided under Article DECLARATIONS RELATING TO RISK CIRCUMSTANCES – VARIATION OF RISK, namely variation of the ISTAT FOI index exceeding 15%, either party, after at least 6 months from inception of the insurance, may notify the other and request, with justification, pursuant to Article 60 of Legislative Decree 36/2023 and Articles 10 paragraph 2 and 11 paragraph 5 of Annex II.2 bis, a revision of the premium or contractual conditions, upward or downward, to the extent of 80% of the variation exceeding 5%.

The Policyholder shall monitor the ISTAT FOI index with the same frequency as its update.

For the purposes of calculating risk variation, the ISTAT FOI index available at the time of detection and that corresponding to the month of contract award shall be used.

The party receiving the request shall, within 3 months, following appropriate assessment and taking into account the requests made, decide and submit its counterproposal.



Art. 7 – WITHDRAWAL

In the absence of agreement pursuant to Article PRICE REVISION, the party requesting the revision may withdraw from the insurance contract. Withdrawal shall take effect at the annual expiry.

The right of withdrawal shall be exercised within 1 month from the proposal or counterproposal referred to above.

If, at the effective date of withdrawal, the Policyholder has not yet awarded a new insurance contract, the Company, upon request, shall extend the insurance under the same terms for a maximum of 6 months.

The Policyholder shall simultaneously pay the corresponding premium adjustment.

GENERAL CONDITIONS OF INSURANCE [GCI] (continued)

Art. 8 – INCORRECT DECLARATIONS AND NON-DISCLOSURE WITHOUT INTENT

In the case referred to in Article 1893, paragraph 1, of the Italian Civil Code, in the absence of intent, the Company's right of withdrawal may be exercised, without prejudice to the obligation to notify the Policyholder within 3 months from the day on which the Company became aware of the inaccuracy or non-disclosure, in accordance with the procedure set out in Articles PRICE REVISION and WITHDRAWAL.

The time limit referred to in point b) of Article PRICE REVISION shall run from the receipt of such notification.

If a loss occurs before the Company has become aware of the inaccuracy or non-disclosure, or before it has declared its intention to withdraw from the contract, the Company shall nevertheless be obliged, by way of derogation from Article 1893, paragraph 2, of the Italian Civil Code, to pay the indemnity in full.



Art. 9 – WITHDRAWAL FROM THE CONTRACT IN THE EVENT OF A CLAIM (not applicable)

Following each claim and up to the thirtieth day after payment or rejection of the indemnity, the Insurer or the Policyholder may withdraw from the insurance with 6 months' notice.

In such case, within 30 days from the effective date of withdrawal, the Company shall refund the portion of premium, net of government taxes, relating to the period of risk not elapsed, adjusted for any amounts due from the Policyholder for variations during the policy period.

It is understood that the right of withdrawal may not be exercised during the first 6 months from the inception date of this insurance.

Art. 10 – AMENDMENTS TO THE INSURANCE

Any amendments to the insurance must be agreed by the parties and evidenced in writing.

Art. 11 – OTHER INSURANCES

By way of partial derogation from Article 1910 of the Italian Civil Code, the Policyholder is exempt from the obligation to notify the Company of the existence or subsequent conclusion of other insurance policies covering the same risk.

In the event of a claim, the Policyholder shall notify the existence or conclusion of other insurance covering the same risk, communicating the names of the other insurers.

In the event of a claim indemnifiable under this contract, the Company shall settle the loss in accordance with all the terms and conditions of this policy, without prejudice to its right to recover from the other insurers their share of the indemnity paid pursuant to Article 1910, paragraph 4, of the Italian Civil Code.



Art. 12 – INSURANCE ON BEHALF OF WHOM IT MAY CONCERN – OWNERSHIP OF RIGHTS ARISING FROM THE POLICY

This policy is entered into by the Policyholder in its own name and/or on behalf of whom it may concern. The Policyholder shall fulfil the obligations arising from the contract, except those which, by their nature, can only be fulfilled by the Insured.

Actions, rights and claims arising from the policy may only be exercised by the Policyholder, the Insured and the Company.

In the event of a claim, it is specifically the responsibility of the Insured to carry out the acts necessary for the assessment and settlement of damages.

Third parties shall have no involvement in the appointment of experts designated by the Company and the Policyholder. It is agreed that actions, rights and claims arising from the insurance may only be exercised through the Policyholder.

The assessment and settlement of damages carried out in this manner shall be binding on third parties, who shall have no right of challenge.

The indemnity thus determined may not be paid without the involvement, where appropriate, of the third parties concerned.

The Policyholder may request that the Insured or the third parties concerned take over all acts necessary for the management and settlement of the claim.

The assessment and settlement of damages shall also be binding on the Policyholder.

In the event of a claim affecting both third-party property and that of the Insured, separate settlements may be carried out for each beneficiary.

Experts shall draw up a separate settlement statement for each claimant, and the Company shall pay each beneficiary accordingly.



Art. 13 – CONTRACT MANAGEMENT – BROKER CLAUSE

It is agreed between the parties that the Broker appointed by the Policyholder is entrusted with the management and execution of this policy.

All communications relating to the execution of this insurance shall also be made through the appointed Broker.

The Company acknowledges that any communication made by the Policyholder and/or the Insured to the Broker shall be deemed as made to the Company and vice versa.

Any communication made by the Broker to the Company shall be deemed as made by the Policyholder and/or the Insured.

It is specified that any communication by the Policyholder entailing contractual amendments shall bind the Company only upon written acceptance.

For withdrawal communications only, the parties shall communicate directly with each other, copying the Broker.

In case of discrepancy between communications made by the Broker and those made directly by the Policyholder to the Company, the latter shall prevail.

By virtue of the premium collection mandate granted to the Broker, payment made in good faith to the Broker shall be deemed payment made directly to the Company pursuant to Article 118, paragraph 2, of Legislative Decree 209/2005.

Such payment shall have full discharge effect also under Article 1901 of the Italian Civil Code.

The Broker shall comply with pre-contractual information obligations pursuant to Legislative Decree 209/2005 and IVASS Regulation No. 40/2018.

The Broker's remuneration shall be borne by the Company and shall not constitute an additional cost for the Policyholder.



Art. 14 – TAXES

Taxes and all other charges imposed by law, present and future, relating to the premium and the acts dependent thereon, shall be borne by the Policyholder even if paid in advance by the Company.

Art. 15 – FORM OF COMMUNICATIONS

All communications between the parties must be made in writing by email, registered letter or certified email (PEC).

Art. 16 – JURISDICTION – ELECTION OF DOMICILE

Any disputes concerning the application and execution of this insurance shall fall under the jurisdiction of the Court of Pavia.

The Company may elect a domicile other than its registered office for the notification of claims or legal proceedings.

Art. 17 – INTERPRETATION OF THE CONTRACT

In case of doubt in the interpretation of the clauses of this insurance contract, they shall be interpreted in the sense most favourable to the Policyholder and the Insured.

Art. 18 – REFERENCE TO LEGAL PROVISIONS

This contract shall be governed by Italian law. Any reference to laws or regulations shall be deemed to include any subsequent amendments and additions.

For all matters not regulated herein, only the applicable legal and regulatory provisions shall apply.



Art. 19 – DATA PROCESSING

Pursuant to applicable legislation (EU Regulation 679/2016 and Legislative Decree 196/2003), each party consents to the processing of personal data arising from the policy for purposes strictly related to contractual obligations.

Art. 20 – CO-INSURANCE AND DELEGATION

In the event of co-insurance, the insurance is divided among insurers as per the attached allocation.

In the event of a claim, the leading insurer shall manage and settle the claim, and co-insurers shall contribute proportionally.

The leading insurer shall issue the settlement document for the full amount and release receipt for the total indemnity.

Co-insurers grant authority to the leading insurer to sign all policy documents, endorsements and amendments on their behalf.

Art. 21 – INTERNATIONAL SANCTIONS AND RESTRICTIONS

Under no circumstances shall the Company be required to provide cover, pay claims or provide indemnity if doing so would expose it to sanctions or restrictions under UN, EU, UK or US laws.

Art. 22 – WAIVER OF RECOURSE AND SUBROGATION

The Company waives, except in case of intent, its right of subrogation pursuant to Article 1916 of the Italian Civil Code against:

- persons for whom the Insured is legally responsible
- parent, subsidiary and affiliated entities
- institutions and associations



- non-profit organisations
- any party the Insured has agreed to protect

provided that the Insured does not exercise recourse against them.

Art. 23 – POLICY TRANSLATION

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

PROVISIONS APPLICABLE IN THE EVENT OF A CLAIM

Art. 24 – OBLIGATIONS OF THE POLICYHOLDER – CLAIM NOTIFICATION

In the event of a Claim, the Policyholder shall notify the Company or the Broker in writing within 30 working days from the moment it becomes aware of the third party's claim for compensation.

However, the Policyholder is entitled to notify all circumstances that may reasonably give rise to a claim, and the Company hereby accepts such notification as a claim notification even if no formal request has yet been submitted by the third party.

The Policyholder is required to notify the Company of claims falling within the Employers' Liability (R.C.O.) cover only:

- in the event of a claim giving rise to judicial or administrative investigation pursuant to law;
- in the event of a claim for compensation or legal action brought by employees or their beneficiaries, as well as by INAIL where exercising subrogation rights pursuant to Presidential Decree 1124/1965 and subsequent amendments.



The Policyholder and the Company, together with the Broker, shall agree on a claims management procedure aimed at ensuring efficiency and control, in compliance with the Policyholder's specific requirements.

Art. 25 – MANAGEMENT OF DISPUTES AND LEGAL EXPENSES

The Company shall assume, until such time as it has an interest, the management of disputes both judicial and extrajudicial, civil and criminal, on behalf of the Insured, appointing lawyers or technical experts where necessary and exercising all rights and actions pertaining to the Insured.

In the event of settlement of the claim, the Company, upon request of the Insured and without prejudice to other policy conditions, shall continue, at its own expense, the legal defence in criminal proceedings until completion of the relevant stage.

Legal expenses incurred to resist claims shall be borne by the Company within a limit equal to one quarter of the policy limit applicable to the claim.

If the amount due to the injured party exceeds such limit, expenses shall be apportioned between the Company and the Insured in proportion to their respective interests.

The Company shall not cover expenses incurred by the Insured for lawyers or experts not appointed by the Company, nor fines, penalties or criminal court costs.

In criminal proceedings, the Insured may appoint a trusted lawyer alongside the one appointed by the Company; in such case, the Company shall bear the related costs.

The Company shall manage claims and pay indemnities even in the presence of deductibles and/or excesses borne by the Policyholder/Insured.

Art. 26 – DEDUCTIBLE MANAGEMENT

The policy covers are provided subject to a fixed deductible per claim as indicated in the policy schedule, which overrides any lower deductibles provided elsewhere.

The Company undertakes to indemnify the third party in full, including amounts falling within deductibles or excesses.