

## EXTRACT OF THE GENERAL INSURANCE CONDITIONS

### Motor Third Party Liability (TPL)

ALD Automotive Italia Srl has entered into an insurance policy (hereinafter the 'RCA Insurance') with leading insurance companies.

This policy covers the mandatory insurance for civil liability risks arising from the vehicles included in its fleet.

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ALD Automotive Italia S.r.l. a socio unico

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## Definitions

Definitions and Terminology of Insurance are provided below.

- **Accident:** any sudden and unforeseen event resulting from road traffic that causes damage.
- **Airport Area:** the airside within the meaning of Regulation (EC) No 300/2008 of the European Parliament and of the Council, i.e the surface traffic area and all or part of the area and adjacent airport buildings to which access is regulated;
- **Claim:** the damage/injury for which the Insurance Policy is provided;
- **Contractor:** the person (natural or legal) who takes out the insurance.
- **Damage:** injuries resulting from a traffic accident for which insurance is provided.
- **Driver:** the natural person authorised by the user or the long-term rental contract to drive the contractor's vehicles indicated in the log book, provided they hold a valid driving license for the rented vehicle.
- **Fire:** the combustion of the vehicle or its parts with development of flame, which can self-extend and spread.
- **Green Card:** the document certifying that compulsory R.C.A. insurance is valid for damages caused by the circulation of the insured vehicle in certain foreign countries whose initials are indicated (and not crossed out) on the Green Card itself.
- **Highway Code:** Legislative Decree No. 295 of 30 April 1992, as amended.
- **Indemnity:** sum due to a third party who is the victim of the injury/damage caused by the Accident in which an insured Vehicle is involved;
- **Indemnity:** the sum payable by the company to the insured for coverage other than third-party liability.
- **Insurance certificate:** the document issued by the company containing the company name, policy number, vehicle license plate and period for which the premium has been paid.
- **Insurance Policy:** the document that provides evidence of insurance.
- **Insurance:** the coverage provided by the Insurance Policy;
- **Insured:** the natural or legal person whose civil liability is covered by the Insurance Policy;
- **Insurer:** The Insurance Company, as indicated in the header of the Insurance Policy;
- **Law:** all the laws and regulations applicable to this Insurance Policy included the Italian Private Insurance Code (adopted with the Legislative Decree no. 209 of the 7th September 2005 and its successive amendments), and the Italian Civil Code.
- **Private areas:** areas that can only be accessed as part of an activity or service carried out in them.
- **Theft:** the crime committed by a person who takes possession of the movable property of another person, removing it from the owner, with the intention of gaining profit for themselves or others.

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## Terms and Conditions

### 1. Object of the policy

The purpose of this insurance policy is to define the terms and conditions under which the insurance company will cover damages caused to persons or property, including passengers, by the operation of the insured vehicle, in accordance with the law and the terms and conditions defined herein.

Auto Liability reimburses:

- Damages/injuries caused to third parties by the circulation and parking of the vehicle (including private areas).
- Damage or injury to passengers, excluding the driver.

### 2. Extensions of coverage

This insurance policy provides the following extensions:

- **Private areas**

Coverage for unintentional damage or injury caused to third parties by the movement or parking of vehicles in private areas.

- **Airport areas**

Coverage for damage or injury involuntarily caused to third parties by the movement or parking of vehicles (excluding motorcycles, scooters and microcars) in private airport areas. This excludes vehicles used for refueling or transporting fuel for aircraft.

Circulation in airport areas is permitted only for vehicles that have been preliminarily identified and authorized by the insurance company through the issuance of a special appendix to the contract conditions.

- **Driving by minor descendants**

Coverage for damage or injury unintentionally caused to third parties by driving without the user's knowledge by minor children or persons under the driver's guardianship.

- **Loading and unloading operations**

The insurance is effective also for civil liability for damages involuntarily caused to third parties in the execution of loading and unloading operations from the ground to the vehicle and vice versa, provided these operations are not performed by mechanical means, excluding damage to property being transported or delivered; cover does include damages suffered by persons taking part in those operations and damage to the vehicle.

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- **Civil Liability of Transported Persons**

The Business insurers the civil liability of the transported persons in the vehicle for damage involuntarily caused to third parties, whom the transported persons themselves must respond to under their own responsibility, for events connected to the use of the insured vehicle.

- **Third-party recourse for fire**

Coverage for any damage or injury involuntarily caused to a third party by a fire involving an insured vehicle that is not in use, provided that the fire is not the result of the insured vehicle being improperly maintained.

- **Towing of trailers**

Coverage for any damage or injury unintentionally caused to third parties by a hitched trailer, provided the trailer complies with the relevant regulations and the data in the vehicle registration documents, and is being towed in accordance with these regulations.

### 3. Exclusions

Damages/injuries excluded from insurance coverage include:

- Caused to the insured vehicle;
- Caused to goods being transported;
- Caused or aggravated by the transportation of explosive, flammable, combustible or corrosive materials in the insured vehicle, or by the transportation of any other dangerous goods;
- Occurring as a result of the vehicle's participation in sports races, competitions or related road tests;
- Occurring directly or indirectly as a result of biological or chemical contamination due to terrorist acts of any nature;
- Caused to anyone found to be involved in the theft of an insured vehicle or their accomplices;
- Caused by the insured vehicle if it carries sources of ionising radiation intended for use outside a nuclear facility, where such sources are the cause of the loss or have aggravated its effects.
- Caused by ordnance or devices designed to explode through the alteration of the structure of the atomic nucleus, or by nuclear fuel, radioactive products or waste, or any other source of ionising radiation, for which the operator of a nuclear facility is solely responsible.

### 4. Recourse

The insurer shall exercise its right of recourse action against the driver in the following cases:

- If the driver is not authorised to drive in accordance with the law;
- If the driver is driving with an expired licence, unless the licence is renewed within forty-five days of the accident date and the non-renewal is the exclusive and direct consequence of physical injuries suffered by the driver of the insured vehicle as a result of the accident itself;
- In the case of damage/injury that was intentionally caused by the driver of the insured vehicle or by persons transported by the insured vehicle.

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## 5. Territorial scope

The insurance applies to the territory of all European Union or European Economic Area states, i.e. countries in the Mediterranean Basin, excluding those not listed or crossed out on the Green Card.

## 6. Maximum Coverage of Motor Vehicle Liability

For each vehicle insured under the policy, the following single liability limit on vehicle civil liability applies (for each claim, for damages to people and property): minimum Euro 26,000,000.00

## 7. Reporting of claims

The operating procedures relating to the reporting of claims are set out in the GENERAL CONDITIONS OF LICENSING OF VEHICLES WITHOUT DRIVERS signed by the client.

## 8. Communications

Communications may be sent to:

**ALD AUTOMOTIVE ITALY**

Viale Luca Gaurico, 187 - 00143 Roma

PEC: [aldautomotiveitalia@arubapec.it](mailto:aldautomotiveitalia@arubapec.it)

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