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PRG LEG 001

AIRPORT INSURANCE PROGRAMME EDITION NO. 7

## 1. GENERAL REGULATIONS

**Each contractor, handler, supplier and/or sub-concessionaire (hereinafter referred to as “Entity or Entities”) operating at Napoli Capodichino and Salerno Pontecagnano airports, must take out adequate insurance cover to cover all loss and damage caused to persons and/or property as a result of events connected with the performance of their activities.**

The Entity is required to send GE.S.A.C. an original copy of its insurance policies, together with the relevant premium payment receipts

For Entities that have taken out coverage under GE.S.A.C’s Open Cover policy specifically for entities at the airport, only the relevant insurance certificate needs to be sent to GE.S.A.C.

All insurance policies independently taken out by the Entity in relation to the activities covered by the contract must be approved in advance by GE.S.A.C.

The following insurance coverages are required in order to operate at Napoli Capodichino and Salerno Pontecagnano airports:

**1.1. THIRD PARTY LIABILITY:** insuring the liability of the Entity for any direct and indirect damage causing bodily injury and/or property damage to third parties during the performance of activities within the airport. The following must be considered as Third Parties: GE.S.A.C. and its parent company and subsidiaries, GE.S.A.C’s employees, the Entity’s employees, passengers, and entities, companies and/or firms and their employees operating within the Napoli Capodichino and Salerno Pontecagnano Airports,

**1.2. MOTOR THIRD PARTY LIABILITY pursuant to Law No. 990/69 and subsequent amendments and integrations:** coverage must be valid in the entire airport grounds of Napoli Capodichino and Salerno Pontecagnano Airports, including, without limitation, the following areas: runways, taxiways, taxiway links, aircraft parking areas. Coverage must include fire damage caused to third parties by the vehicle whilst in circulation or parked.

**1.3. PROPERTY (all risks, multi-risk, etc.):** insuring GE.S.A.C. for material and direct and/or indirect damages caused by the Entity to the premises and the relevant fixtures and systems belonging to GE.S.A.C. and held for any reason for use or enjoyment by the operating Entity.

**1.4. ENVIRONMENTAL RISKS:** insuring loss or damage to third parties caused by pollution resulting from acts attributable to the operating Entity and related to their specific activity within the airport, in the case of activities where the use and/or management and/or ownership of polluting substances is envisaged.

**Note: Regarding the coverage referred to in points 1.1, 1.2, and 1.3, all Entities operating at Napoli Capodichino and Salerno Pontecagnano Airports may purchase insurance coverage under the Open Cover Policy stipulated by GE.S.A.C. for the Entities. For relevant information, the Entities should write to the following email address: [assicurazioni@gesac.it](mailto:assicurazioni@gesac.it).**

The documentation certifying the possession, validity and operational effectiveness of the aforesaid insurance coverages must contain the following specifications, conditions, limits and indemnity clauses (even by means of endorsements to the policies):

- (a) indication of the insured company, the policyholder and the beneficiary;
- (b) specification of the activities covered by the insurance, in relation to the company actually carrying out the activities;
- (c) limits of liability, for each claim;

- (d) limits of liability in the annual aggregate, if applicable ;
- (e) any deductibles for each claim and/or in the annual aggregate;
- (f) the limits/sums indicated exclusively refer to, the activities carried out at Napoli Capodichino and Salerno Pontecagnano Airports;
- (g) the location of the activities covered by the insurance;
- (h) confirmation of the payment of premiums, indicating the coverage period (policy receipt);
- (i) the inception and expiry dates of the policy;
- (l) policy conditions;
- (m) policy limitations;
- (n) policy exclusions, referring to the activities at Napoli Capodichino and Salerno Pontecagnano Airports.;
- (o) specific confirmation that the Insurer's agrees that there can be no elimination and/or changes to the sums and/or risks insured without GE.S.A.C.'s prior formal consent;
- (p) specification that GE.S.A.C. is the beneficiary of any indemnity amounts for damages of any kind to the airport facilities.

## 2. LIMITS OF LIABILITY

The minimum limits of liability that are required have been identified through a specific risk mapping and are classified by: type of insurance coverage, level of risk deriving from the activity carried out and area of the airport where the activity is carried out. For ThirdParty Liability coverage, the limits of liability are divided into sections according to the categories of Entities operating at Napoli Capodichino and Salerno Pontecagnano Airports.

The limits are as follows and are intended per claim/event:

### THIRD-PARTY LIABILITY COVERAGE

- HANDLER - GROUND AIRCRAFT ASSISTANCE \***

ACTIVITY	LIMIT/EUR
Ground assistance and supervision carried out only by individuals (not companies)	5,000,000.00
Activity carried out outside the Movement Area	75,000,000.00
Activity carried out in the Movement Area (manoeuvring area and apron)	150,000,000.00
Refuelling activities airside (Subcategory 7.1)	375,000,000.00

\* (ref. Regulation. Enac Certification of Airport Ground Assistance Service Providers Ed. n°8, Rev. 0 of 05/05/2023)

- CONTRACTORS**

AIRPORT GROUND	LOCATION	LIMIT/EUR
Land Side Area	Outside airport grounds/Forecourt and Buildings surrounding the passenger terminal	10,000,000.00
Terminal	Before security checks (Terminal landside) and after security checks up to the boarding gates (Terminal airside)	30,000,000.00
Airside	Area beyond the boarding gates; movement area including lay-bys and manoeuvring area	100,000,000.00

- SUB-CONCESSIONAIRES**

AIRPORT GROUND	LOCATION	LIMIT/EUR
Land Side Area	Outside airport grounds/Forecourt and Buildings surrounding the passenger terminal	5,000,000.00
Terminal	Before security checks (Terminal landside) and after security checks up to the boarding gates (Terminal airside)	10,000,000.00
Airside	Area beyond the boarding gates ; movement area including lay-bys and manoeuvring area	20,000,000.00
Airside	Fuel depot	1,000,000,000.00

**PROPERTY – THIRD-PARTY RECOURSE – AREAS IN SUB-CONCESSION**

AIRPORT GROUND	LOCATION	LIMIT/EUR
<b>Land Side Area</b>	Outside airport ground/Forecourt and Buildings surrounding the passenger terminal	<b>5,000,000.00</b>
<b>Terminal</b>	Before security checks (Terminal landside) and after security checks up to the boarding gates (Terminal airside)	<b>10,000,000.00</b>
<b>Airside</b>	Area beyond the boarding gates ; movement area including lay-bys and manoeuvring area	<b>20,000,000.00</b>

**MOTOR THIRD PARTY LIABILITY COVERAGE**

AIRPORT GROUND	LOCATION	LIMIT/EUR
<b>Airside</b>	Area beyond the boarding gates; movement area including lay-bys and manoeuvring area	<b>30,000,000.00</b>

**FIRE DAMAGE TO THIRD PARTIES CAUSED BY THE VEHICLE WHILST IN CIRCULATION OR PARKED**

AIRPORT GROUND	LOCATION	LIMIT/EUR
<b>Airside</b>	Area beyond the boarding gates ; movement area including lay-bys and manoeuvring area	<b>30,000,000.00</b>

**ENVIRONMENTAL RISKS COVERAGE**

AIRPORT GROUND	LIMIT/EUR
All areas	<b>2,000,000.00</b>
Fuel depot	<b>20,000,000.00</b>

### 3. A) THIRD-PARTY LIABILITY COVERAGE SPECIFICATIONS - CONTRACTORS

Insurance coverage must include the following conditions, that can also be evidenced from a declaration issued by the insurer or an endorsement to the policy:

Third Party Liability coverage effective at airport sites (Airport Operators Liability policy) specifically regarding the activity indicated in the contract, with a limit of liability per event amounting to € ..... This coverage, which must also guarantee the activity of any subcontractors, must also include the following coverage extensions, without any sub-limits except in cases expressly provided for:

- loss/damage to premises in custody;
- loss/damage from interruption of activities of third parties;
- loss/damage from interruption of activities of third parties other than those who suffered the material damage, with a sublimit of €2,000,000 per event and in aggregate for the period;
- reinclusion of War and Allied Perils with a sub-limit of €50,000,000 per event and in aggregate for the period (if the main limit is lower, the sub-limit must be equal to that limit).
- Aviation Products Liability (if the contract covers "airport security services")

The policy must also include the following provisions:

- In the event of termination, cancellation, suspension of coverage, or a change unfavourable to GESAC, such termination, cancellation, suspension, or change will be effective only 30 days (7 days or less for War and Allied Perils coverage) from when GESAC receives notification at the following email address: assicurazioni@gesac.it;
- GESAC S.p.A. to be named as Additional Insured;
- The insurer agrees to waive all rights of subrogation, recourse, set-off and counterclaim against GESAC S.p.A.;
- GESAC S.p.A. and its employees, as well as the Public Administration and its employees, are to be considered third parties with respect to the Insured.

### B) THIRD-PARTY LIABILITY COVERAGE SPECIFICATIONS – SUB-CONCESSIONAIRES

Insurance coverage must include the following conditions, that can also be evidenced from a declaration issued by the insurer or an endorsement to the policy:

Third Party Liability coverage, effective at airport sites (Airport Operators Liability policy) specifically regarding the activity indicated in the contract, with a limit of liability per event amounting to € ..... This coverage, which must also cover the activities of any contractors and suppliers, must also include the following coverage extensions, without any sub-limits except in cases expressly provided for:

- loss/damage from interruption of activities of third parties;
- loss/damage from interruption of activities of third parties other than those who suffered the material damage, with a sublimit of €2,000,000 per event and in aggregate for the period;
- reinclusion of War and Allied Perils with a sub-limit of €50,000,000 per event and in aggregate for the period (if the main limit is lower, the sub-limit must be equal to that limit).
- loss/damage resulting from fire to property belonging to the Insured or in the Insured's care, custody or control;
- Retail Liability (if the business is food and beverage);
- Hangarkeeper's Liability (if the concession regards a hangar housing third-party aircraft);

The policy must also include the following provisions:

- In the event of termination, cancellation, suspension of coverage, or a change unfavourable to GESAC, such termination, cancellation, suspension, or change will be effective only 30 days (7 days or less for War and Allied Perils coverage) from when GESAC receives notification at the following email address: assicurazioni@gesac.it;
- GESAC S.p.A. to be named as Additional Insured;
- The insurer agrees to waive all rights of subrogation, recourse, set-off and counterclaim against GESAC S.p.A.;

- GESAC S.p.A. and its employees, as well as the Public Administration and its employees, are to be considered third parties with respect to the Insured.

#### 4. MOTOR THIRD PARTY LIABILITY COVERAGE – SPECIFICATIONS FOR VEHICLE CIRCULATION IN THE AIRSIDE AREA

The Entity operating at the Napoli Capodichino and Salerno Pontecagnano Airports, in the event that it is required to circulate with vehicles with licence plates owned or used inside the airside, (airport area used for aircraft operations, and the moving of authorised vehicles, including the manoeuvring area, the parking areas and the perimeter road), is required to produce a Motor Third Party liability policy with a maximum limit, as referred to in paragraph 2 of this Insurance Programme, including:

Motor Third-party liability insurance coverage effective on airport premises with a limit of liability per event of € ..... This coverage must also include the following coverage extensions:

- Loss or damage caused to third parties by the vehicle being on fire

Any coverage exceeding the minimum limits required by law for the Motor Third Party Liability insurance policy may be provided through the presentation of a Third Party Liability insurance policy with the characteristics set forth in the relevant section of the Programme.

## 5. PROPERTY COVERAGE SPECIFICATIONS

In addition to the above, insurance coverage must include the following conditions, that can also be evidenced from a declaration issued by the insurer or an endorsement to the policy:

Tenants Liability for a limit of liability equal to the value of the property covered by this contract, identified in €.....

The policy must also include the following provisions:

- In the event of termination, cancellation, suspension of coverage, or a change unfavourable to GESAC, such termination, cancellation, suspension, or change will be effective only 30 days (7 days or less for War and Allied Perils coverage) from when GESAC receives notification at the following email address: assicurazioni@gesac.it;
- GESAC S.p.A. to be named as Additional Insured;
- The insurer agrees to waive all rights of subrogation, recourse, set-off and counterclaim against GESAC S.p.A.;
- GESAC S.p.A. and its employees, as well as the Public Administration and its employees, are to be considered third parties with respect to the Insured.

## 5 ENVIRONMENTAL RISKS COVERAGE SPECIFICATIONS.

The Entity operating at Napoli Capodichino and Salerno Pontecagnano Airports, in the case of activities where the use and/or management and/or ownership of polluting substances or equipment for the storage of polluting substances is foreseen, must prove to be adequately insured for damages to third parties caused by pollution with an Environmental Risks policy.

Environmental Risks policy, specifically regarding the activity indicated in the contract and applicable in the event of sudden or gradual pollution or environmental damage, with a limit of liability per event and per period of € ..... This coverage must also include the following coverage extensions:

- Loss/damage from interruption of the activities of third parties.

The policy must also include the following provisions:

- In the event of termination, cancellation, suspension of coverage, or a change unfavourable to GESAC, such termination, cancellation, suspension, or change will be effective only 30 days (7 days or less for War and Allied Perils coverage) from when GESAC receives notification at the following email address: assicurazioni@gesac.it;
- GESAC S.p.A. to be named as Additional Insured;
- The insurer agrees to waive all rights of subrogation, recourse, set-off and counterclaim against GESAC S.p.A.;
- GESAC S.p.A. and its employees, as well as the Public Administration and its employees, are to be considered third parties with respect to the Insured.