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Rev.	Date	Nature of the Review
00	20/12/2019	First issue
01	03/10/2023	Update of the compensation ceilings
Drafted		Verified
INS		QM, ALS
Approved		ALA

PRG LEG 001

AIRPORT INSURANCE PROGRAMME EDITION NO. 7

## 1. GENERAL RULES

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

The "Person" is required to transmit to GE.S.A.C. an original copy of its insurance policies, together with the relevant receipts for payment of premiums at the respective due dates. All insurance policies independently taken out by the "Person" in relation to the activities covered by the contract must be approved in advance by GE.S.A.C..

The insurance coverage required to operate at the Napoli Capodichino and Salerno Pontecagnano airports is as follows:

1.1. **RCT (third-party liability coverage):** coverage to ensure the civil liability of the operating "Person" for any direct and indirect damage caused to third parties and/or to third parties' property during the performance of activities within the airport, considering as Third Parties: GE.S.A.C. and its parent companies and subsidiaries, as well as GE.S.A.C. and the aforesaid persons' personnel, and the passengers, entities, companies and/or firms operating within the Napoli Capodichino and Salerno Pontecagnano Airports who suffer damages as a result of the events envisaged by the policy, as well as the related personnel, for damages suffered by them for which they are not responsible;

1.2. **RCAuto (vehicle liability coverage), pursuant to Law No. 990/69 as subsequently amended as supplemented,** with extension of the validity of the same over the entire airport grounds of the Napoli Capodichino and Salerno Pontecagnano Airports, including, without limitation, the following areas: Runway, Connectors, Taxiways, Aircraft Parking Areas, including third-party claims coverage for fire for circulating and/or parked vehicles.

1.3. **FIRE (property, all risks, multi-risk, etc.):** policy insuring the indemnity towards GE.S.A.C. for material and direct and/or indirect damages caused to the premises and the relevant plants belonging to or owned by GE.S.A.C. and used or enjoyed, for any reason whatsoever, by the operating "Person". The latter must also have an adequate limit coverage for third-party claims coverage for fire even if it has no leased premises/offices but only machinery and/or equipment owned by GE.S.A.C. within the above mentioned airport grounds.

1.4. **POLLUTION LIABILITY COVERAGE:** policy insuring damages to third parties caused by pollution resulting from facts attributable to the operating "Person" and related to their specific activity within the airport, even in case of activities where the use and/or management and/or ownership of polluting substances is envisaged.

The coverage referred to in points 1.1-1.2-1.3 must always include the risk arising from Third Party Claims Coverage.

**Note:** As to the coverage referred to in points 1.1-1.2-1.3, all "Persons" operating within the Napoli Capodichino and Salerno Pontecagnano Airports may accede to the Open Cover Policy specifically executed by GE.S.A.C. and reserved to the aforementioned "Persons". For the relevant information, the operating "Persons" shall 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 coverage must contain the following conditions, limits and indemnity clauses (including also through loss payee clauses):

- (a) the indication of the insured company, the policyholder and the beneficiary;
- (b) the specification of the activities covered by the insurance, in relation to the company that actually carries them out;
- (c) the maximum limit of liability, per claim;
- (d) the limit of liability per annual aggregate, if any;
- (e) the deductible, both as annual aggregate and per claim;
- (f) the exclusivity of the values displayed, referring only to the activities carried out at the Napoli Capodichino and Salerno Pontecagnano Airports;
- (g) the location of the activities covered by the insurance;
- (h) the payment of premiums, indicating the cover period (policy receipt);
- (i) the terms of the policy, i.e. the commencement and duration;
- (l) the conditions;
- (m) the limitations;
- (n) the exclusions, referring to the activities part of the relationship with GE.S.A.C.;
- (o) the statement that there can be no reversal and/or change in the sums and/or risks insured without GE.S.A.C.'s prior formal consent;
- (p) the establishment of GE.S.A.C. as the beneficiary of compensation for damages of any kind to airport facilities.

## 2. LIMITS OF LIABILITY

The limits of liability that the insurance coverage must guarantee, indicated in the insurance contract, must be understood as per claim/accident. They are identified through a specific risk mapping and are classified by: type of insurance coverage, level of risk deriving from the activity carried out and airport ground affected by the activity. For Third-Party Liability coverage, the limits of liability are divided into sections according to the categories of Persons operating at Napoli Capodichino and Salerno Pontecagnano Airports. The limits are as follows:

### THIRD-PARTY LIABILITY COVERAGE

- HANDLER - GROUND AIRCRAFT ASSISTANCE SECTION**

ACTIVITY	LIMIT/EUR
Ground assistance and supervision carried out with natural persons only	5,000,000.00
Activity carried out outside the Movement Area	75,000,000.00*
Activity carried out in Movement Area (manoeuvring area and apron)	150,000,000.00
Refuelling activities in airside area (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 SECTION**

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

- SUB-CONCESSIONAIRES SECTION**

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

**FIRE – THIRD-PARTY CLAIMS COVERAGE - SUB-CONCESSION AREAS**

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

**VEHICLE LIABILITY COVERAGE**

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

**THIRD-PARTY CLAIMS COVERAGE FOR FIRE FOR CIRCULATING AND/OR PARKED VEHICLES**

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

**POLLUTION LIABILITY COVERAGE**

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

### 3. THIRD-PARTY LIABILITY COVERAGE SPECIFICATIONS

The insurance coverage must provide for the following conditions, also through a statement by the company, supplementary clause and/or loss payee clause:

1. **Insured Risk:** the Company undertakes to indemnify the Insured Person for what the latter is required to pay under civil liability under the law as compensation (capital, interest and expenses) for any damage involuntarily caused to third parties for death, personal injury and damage to property and animals, as a result of an event occurring in relation to the activity carried out.
2. **Insured Activity:** the policy shall cover damages to third parties that the Policyholder and/or the Insured Person, or its employees and officers, may cause to third parties and their properties within the Napoli Capodichino and Salerno Pontecagnano Airports in relation to the performance of the following activities:  
\_\_\_\_\_ (insert description of activity).
3. **Qualification as Third Party:** Gesac and the owners of aircraft, aeroplanes and planes in general, as well as the personnel of the aforementioned persons, and the passengers, are considered third parties, as well as other companies that suffer damage as a result of the events envisaged by the policy, as well as the relevant personnel, for damage suffered by them for which they are not responsible.
4. **Contracts Liability Coverage:** in the event that the Insured Person contracts or sub-contracts to third parties, in whole or in part, one or more services, the insurance is understood to be extended to contractors and/or sub-concessionaires, without prejudice to the uniqueness of the insured limits.
5. **Contractors Liability Coverage:** the liability of contractors and sub-contractors, to be named and referred to as "Joint Insured Persons", is regulated as follows:
  - 5.1. each Joint Insured Person is considered a third party in relation to the others;
  - 5.2. the Insured Person, in turn, is third to each Joint Insured Person;
  - 5.3. the following are considered third parties, limited to accidents suffered at work (thus excluding occupational losses):
    - 5.3.1. the owners of the contractor and subcontractor companies for the works, and their employees, vis-à-vis the Insured Person and the Jointly Insured Persons;
    - 5.3.2. the Insured Person's employees vis-à-vis each Joint Insured Person.
6. **Inclusions:** The cover is extended to damage to third parties caused by construction, demolition or modification works on buildings or other infrastructure and installations.
7. **Damage for interruption of activities:** The policy must provide for the extension for any damage caused by the interruption or total or partial suspension of third party activities when consequential to material damage. It must also provide for the extension for any damage due to total or partial interruption or suspension of activities suffered by parties other than those who have suffered material damage with a sublimit, limited to the latter extension, equal to EUR 2,000,000.00 per event but EUR 2,500,000.00 in aggregate per annum
8. **Waiver of the right of subrogation:** the Company waives the right of subrogation under Article 1916 of the Italian Civil Code against GE.S.A.C. and its parent companies and subsidiaries, the owners of aircrafts, aeroplanes and planes in general, passengers, the companies operating within the Napoli Capodichino and Salerno Pontecagnano Airports, as well as the personnel of the aforementioned parties; the insured also waives its right of recourse against the aforementioned parties.
9. **Employees and officers' wilful misconduct:** the Insurance Company shall be liable for damages to third parties caused by the Insured Person' employees and officers' wilful misconduct.
10. **Indemnity:** Limited to damage to structures (i.e. the buildings and infrastructures which are the subject of contracts between GE.S.A.C. S.p.A. and the operating "Person" at both the above-mentioned airports), the company undertakes to pay exclusively to GE.S.A.C. any indemnity due as a result of an event occurring in relation to the activity carried out by the abovementioned "Person".
11. **Obligation towards GE.S.A.C. S.p.A.:** the insurance referred to in this policy is binding for all purposes, for the duration of the entire contract, in favour of GE.S.A.C. S.p.A. It is therefore agreed between the parties that the Company \_\_\_\_\_ (insert name of the Insurance Company):
  - 11.1. will not make any changes to the insurance policy without GE.S.A.C. S.p.A.'s written consent;
  - 11.2. will notify GE.S.A.C. S.p.A. all circumstances that should and/or could impair the validity of the insurance;
  - 11.3. will undertake to notify GE.S.A.C. S.p.A., with 30 days' notice, by registered letter, the cancellation of the contract following a claim or the occurrence of any other circumstance provided for in the general conditions of insurance.

#### 4. VEHICLE LIABILITY COVERAGE - VEHICLE CIRCULATION SPECIFICATIONS IN THE AIRSIDE AREA

The "Person" operating at the Napoli Capodichino and Salerno Pontecagnano Airports, in the event that it is required to circulate with vehicles owned or in use with license plate 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 submit a vehicle liability policy with a maximum limit, as referred to in paragraph 2 of this Insurance Programme, including:

- a specific statement by the Insurance Company and/or supplementary clause certifying the extension of the validity of the vehicle liability policy on the entire airport grounds of the Napoli Capodichino and Salerno Pontecagnano Airports, including, without limitation, the following areas: Runway, Connectors, Taxiways, Aircraft Parking Areas,
- the additional guarantee "third party claims coverage for fire" for circulating and/or parked vehicles.

If insurance cover for damage caused by the circulation of motor vehicles on airport grounds is provided for in the third-party liability policy, the latter applies:

- a. when the vehicle liability coverage limit, if any and applicable through the abovementioned loss payee clause, is exceeded;
- b. starting from the first risk of the vehicle liability coverage limit, where it does not exist and/or is not operational.

## 5. FIRE COVERAGE SPECIFICATIONS

The "Person" operating at the Napoli Capodichino and Salerno Pontecagnano Airports, who uses the premises/offices and/or machinery and/or equipment etc. within the above mentioned airport grounds, must have an adequate limit coverage for third-party claims coverage for fire. The limits of liability referred to in paragraph 2 of this Insurance Programme are identified by means of a specific risk mapping and, according to the areas of each airport ground within which the activities of the operating "Person" are carried out, are as follows:

- limit equal to the reconstruction value of the properties involved in the accident "carried forward";
- limit equal to the replacement value of the existing installations at the time of the accident.

The operating "Person", who uses the premises/offices and/or machinery and/or equipment etc. within the abovementioned airport grounds, must have the following insurance coverage:

- a) The operating "Person" must take out a rental risk coverage with a limit equal to the reconstruction value of the properties covered by the sub-concession contract "carried forward".
- b) Third-party claims coverage for fire must be adequately insured even if in one or both airport grounds the operating "Person" has no leased premises/offices but only machinery and/or equipment under management.
- c) the operating "Person" must insure the contents, machinery and equipment if owned by GE.S.A.C. with full insurance coverage, to protect against material and direct damage, including catastrophic events, with a limit equal to the replacement value "carried forward".

In addition to the foregoing, the insurance coverage must provide for the following conditions, also through a statement by the company, supplementary clause and/or loss payee clause:

1. **Qualification as Third Party:** the owners of aircraft, aeroplanes and planes in general, as well as the personnel of the aforementioned persons, and the passengers, are considered third parties, as well as other companies that suffer damage as a result of the events envisaged by the policy, as well as the relevant personnel, for damage suffered by them for which they are not responsible.
2. **Waiver of the right of subrogation:** the Company waives the right of subrogation under Article 1916 of the Italian Civil Code against GE.S.A.C. and its parent companies and subsidiaries, the owners of aircrafts, aeroplanes and planes in general, passengers, the companies operating within the Naples Airport, as well as the personnel of the aforementioned parties; the Insured Person also waives its right of recourse against the aforementioned parties.
3. **Employees and officers' wilful misconduct:** the Insurance Company shall be liable for damages to third parties caused by the Insured Person's employees and officers' wilful misconduct.
4. **Indemnity:** Limited to damage to structures (i.e. the buildings and infrastructures which are the subject of contracts between GE.S.A.C. S.p.A. and the operating "Person"), the company undertakes to pay exclusively to GE.S.A.C. any indemnity due as a result of an event occurring in relation to the activity carried out by the "Person" operating at one or both the abovementioned airport grounds.
5. **Obligation towards GE.S.A.C. S.p.A.:** the insurance referred to in this policy is binding for all purposes, for the duration of the entire contract, in favour of GE.S.A.C. S.p.A. It is therefore agreed between the parties that the Company \_\_\_\_\_ (insert name of the Insurance Company):
  - 5.1 will not make any changes to the insurance policy without GE.S.A.C. S.p.A.'s written consent;
  - 5.2 will notify GE.S.A.C. S.p.A. all circumstances that should and/or could impair the validity of the insurance;
  - 5.3 will undertake to notify GE.S.A.C. S.p.A., with 30 days' notice, by registered letter, the cancellation of the contract following a claim or the occurrence of any other circumstance provided for in the general conditions of insurance.



## 6 POLLUTION LIABILITY COVERAGE SPECIFICATIONS.

The "Person" operating at the Napoli Capodichino and Salerno Pontecagnano Airports, in 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 through the pollution liability insurance coverage.

The pollution liability insurance must cover damage caused by accidental pollution and slow and gradual pollution. This coverage, by means of a specific statement by the insurance company, supplementary clause and/or loss payee clause, must include the conditions set out below:

1. **Waiver of the right of subrogation:** the Company waives the right of subrogation under Article 1916 of the Italian Civil Code against GE.S.A.C. and its parent companies and subsidiaries, the owners of aircrafts, aeroplanes and planes in general, passengers, the companies operating within the Napoli Capodichino and Salerno Pontecagnano Airports, as well as the personnel of the aforementioned parties. The Insured Person also waives its right of recourse against the aforementioned parties.
2. **Employees and officers' wilful misconduct:** the Insurance Company shall be liable for damages to third parties caused by the Insured Person's employees and officers' wilful misconduct.
3. **Obligation towards GE.S.A.C. S.p.A. :** the insurance referred to in this policy is binding for all purposes, for the duration of the entire contract, in favour of GE.S.A.C. S.p.A. It is therefore agreed between the parties that the Company \_\_\_\_\_ (insert name of the Insurance Company):
  - 3.1 will not make any changes to the insurance policy without GE.S.A.C. S.p.A.'s written consent;
  - 3.2 will notify GE.S.A.C. S.p.A. all circumstances that should and/or could impair the validity of the insurance;
  - 3.3 will undertake to notify GE.S.A.C. S.p.A., with 30 days' notice, by registered letter, the cancellation of the contract following a claim or the occurrence of any other circumstance provided for in the general conditions of insurance.