**Sfide e novità nel diritto della assicurazione contro la responsabilità civile automobilistica "Challenge the changes in Motor Insurance"**

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Peter Axelord

**New rules, new challenges. Flight rules, safety, privacy and insurance. Toy, tool, annoyance and weapon: current issues and cautious forecasts.**

Contents: 1-What is a drone; 2- Uses; 3- Current Australian Rules; 4- International response to drone; 5- Registration of Drones; 6- Close Calls; 7- Issues presented by drones; 8- Common Law on Torts; 9- Use of Images of Individuals or Private Property;10- Liability Rules; 11- Insurance; 11.1 - Hull Insurance; 11.2 - Liability Insurance; 11.3 – Product Liability Insurance; 13. Forecast

Rosella Balestrieri

*Negoziazione assistita e procedure liquidative ex artt 148-149 cda: conflitto o coesitenza?*

*Sommario:* 1-L’impatto che il D.L. 2014/132 esplica sulle procedure di liquidazione del danno disciplinate dagli artt. 148 e 149 codice delle assicurazioni private; 2- Contrasti tra procedure indennitarie di cui al codice delle assicurazioni e disciplina della negoziazione assistita; 3- Possibili soluzioni.

*Abstract: The paper addresses the issue of assisted negotiation as a means of reducing the costs of litigation and settlement in the payment of damages arising from road accidents trying to reconcile the Italian legislation on assisted negotiation with the insurance indemnity procedures as provided by the Italian Insurance Code .*

DIANA CERINI

***Il danno alla persona: tendenze e interferenze con l’assicurazione per la r.c.a. in prospettiva comparata***

Sommario: 1. Danno alla persona e assicurazione della responsabilità civile: l’impatto della recente giurisprudenza ; 2.Il danno: problemi europei comuni e spunti di riflessione; 2.1. Problemi comuni; 2.2.Tendenze e strategie per garantire maggiore prevedibilità; 2.3. Un tema in controluce e controverso: la tendenza al recupero della componente punitiva nel risarcimento del danno.

*Abstract: The essay points out differences in the legislation on personal injury in the European countries and especially the extreme variability and unpredictability of the award criteria of compensation for damage to the person judicial rulings . In this comprehensive framework the search for a common model for compensation for damage to the person appears therefore difficult, but necessary.*

**Matthew Channon**

**Definition of Motor Vehicle in UK and EU Law**

Defining a ‘Motor Vehicle’ and its use is currently one of the most controversial topics in motor insurance law because the impact of this definition is considerable. Let us consider an example, a golf buggy drives on a road without a policy of insurance in the UK and causes serious injury to a pedestrian. The golf buggy does not fall within the meaning of motor vehicle and therefore is not required to be insured under UK law. Therefore, the Motor Insurers’ Bureaux (MIB) is not required to pay any compensation for third party injury under its Uninsured Drivers’ Agreement (UDA), as Section 5 of the UDA states that the MIB will not pay if the vehicle was not required to be covered. Therefore, the definition of motor vehicle has significant effect on whether a third party can gain compensation.

The EU’s Motor Insurance Directives have not provided an adequate definition of motor vehicles. Only that a ‘vehicle’ means any motor vehicle intended for travel on land, ‘propelled by mechanical power’, ‘but not running on rails, and any trailer, whether or not coupled’ (Art 1 (1) Sixth Consolidated Motor Insurance Directive Directive 2009/103/EC) and finally that insurance must cover ‘use’ of a vehicle . This is, with respect, inadequate. Firstly because it does not define or examine in any detail whether particular uses are covered, secondly it does not give an answer as to whether the vehicle is covered on private land, and, finally, there are different language versions which provide very different interpretations. For example France uses ‘Circulation’ of vehicles in regard to use, which is interpreted as ‘road use’ only which is not within the UK Directive. It is clear to see that whether a certain motor vehicle falls within its definition depends on the type of vehicle, the way that vehicle is used and where it is used.

Enrico Galanti

**Assicurazione obbligatoria e self-insurance possono coesistere? Alcuni spunti da giurisprudenza e prassi**\*

Sommario: 1- Introduzione; 2- La franchigia nella r.c.a.: un sistema di autoassicurazione parziale; 3- R.c.a. e franchigia aggregata; 4- Medical malpractice, responsabilità civile e autoassicurazione.

*Abstract: The paper deals with the system of so-called self-insurance in the areas of Motor Liability and its possible friction with the national law on compulsory insurance .*

# Ilan Kaner

# **The Fetus Rights for Compensation in the Israeli Law**

Contents: 1-The right to claim for personal damages is given in the Israeli Law to a human being; 2- The principle of restitution in Israeli Tort Law and damage to Fetus; 3- Some Conclusions.

Ilan Kaner

**Electric Bicycles Insurance**

The Israeli system of Compensation to road accidents victims is a no fault system. It means, that the victim is always entitled to compensation and the question of liability is not relevant.

The insurance for motor vehicles is mandatory. Driving a car without an insurance policy is a criminal offense.

The whole system is based on the private insurance companies who sell the policies. If the driver of a car that is involved in an accident has no policy - the passengers as well as any person who was injured outside the car are entitled to compensation from a special Fund - called "Karnit".

SARA LANDINI

Contratti di assicurazione contro la responsabilità civile automobilistica e sostenibilità.

Sommario: 1- Principio di sostenibilità e contratti green. La sostenibilità di una nuova categoria; 2- Cosa si intende per “Green Motor Insurance”. 3- Assicurazioni e sostenibilità dei trasporti nel futuro dalle smart cars alle smart cities. Ripensando al modello di responsabilità civile automobilistica.

Abstract

Eco-driving represents an innovative paradigm of risk discrimination with regard to motor insurance and the diffusion of eco-driving policies can contribute to the reduction of CO2 emissions.

Our study is founded on an interdisciplinary approach and intends to propose solutions to the main problems related to the diffusion of eco-driving policies.

Eco-driving is a technical term and it is important to consider the related technical issues while proposing juridical solution to problems arising from the use of eco-driving insurance contract and aspects related to the promotion of Autonomous Vehicle and Smart Cities in the logic of a reduction both of car accidents and pollution.

PEGGY SHARON

The Compensation for Loss of Earnings in the "Lost Years"

Contents: 1- Prevailing Rule; 2- Loss of Earning; 3- How to calculate the loss of earning; 4-The Basis for Calculation – the Average Wage; 5-Loss of Pension and Old Age Benefits – included?

Antonio Vallini

**Contenimento delle frodi e diritto penale in Italia**

Sommario: 1. Una nozione “criminologica” di frode assicurativa. - 1.2. Tipologie di frode assicurativa in senso stretto. - 1.2.1. Micro- e macrofrodi. - 1.2.2 Planned fraud *e* opportunistic fraud. - 1.2.3. Frode dell’assicurato (precontrattuale e contrattuale) e frode del danneggiato (prima e dopo il sinistro) - 1.2.4. Frode esterna e frode interna. - 1.2.5. Frode materiale, frode formale. – 2. I “limiti” dell’art. 642 c.p. rispetto alla “fenomenologia” della frode assicurativa. - 2.1. Una fattispecie recentemente riformulata. - 2.2. La proiezione teleologica .-2.3. Il superamento di limiti strutturali drastici. - 2.3.1.Il danneggiamento e l’occultamento di cose di proprietà. - 2.3.2 Il falso documentale precontrattuale e la falsa polizza. - 2.3.3. La lesione auto procurata. - 2.3.4. Falsificazioni documentali a sostegno della pretesa risarcitoria. - 3. La scarsa dominabilità del fenomeno mediante lo strumento penale.- 4. Gli strumenti alternativi di contrasto e il ruolo dell’impresa assicuratrice

*Abstract: The essay deals with the issue of insurance fraud and its impact on both individual interests and community interests, concluding the insufficient level of criminal instrument to combat the phenomenon and proposing alternatives* .

Angelo Venchiarutti

*Sinistri cross-border e risarcimento del danno delle vittime secondarie*.

*Abstract*

In case of cross-border road accidents arise various issues. Recently, The Court of Justice rules on Article 4, para. 1, of «Rome II» Regulation, in order to determine the law applicable to a non-contractual obligation arising from a road traffic accident. The Court’s position is that the damage related to the death of a person in such an accident which took place in one Member State and sustained by the close relatives of that person who reside in another Member State, must be classified as ‘indirect consequences’ of that accident, within the meaning of that provision. This paper examines the various issues that the Court's ruling is likely to raise.

Sommario: 1. Questioni in tema di sinistri stradali transnazionali. - 2. Sinistri stradali transnazionali con vittime secondarie - 3. Le lesioni subite dai congiunti della vittima come “conseguenze indirette”. - 4. Il risarcimento del danno per perdita del rapporto parentale. – 5. Sinistri stradali intraeuropei e *forum actoris* – 6. Note conclusive.

Patrizia Ziviz

**Danni alla persona, sistema tabellare e discrezionalità del giudice**

Sommario: 1- Il danno alla persona nel settore dei sinistri stradali; 2- Il principio di integrale riparazione del danno non patrimoniale; 3- Le tabelle normative previste in materia di sinistri stradali; 4- L’onnicomprensività delle tabelle normative; 5- La discrezionalità vincolata del giudice.

*Abstract: The article examines the evaluation tabular system damage from psycho - physical integrity applied - in accordance with articles . 138 and 139 cod . ass . - in the field of road accidents , with particular attention to the profiles of legitimacy of this discipline .*