

## WORDING ANGPA 2016 (k FORM)

### GENERAL CONDITIONS:

- ❖ REGULATIONS, WHICH GOVERN THE INSURANCE GENERALLY

### SPECIAL CONDITIONS:

(Only valid only if shown in Schedule)

- ❖ INDEMNITY TO THE POLICYHOLDER
- ❖ LIMITATION OF INSURANCE ONLY TO EXTRAPROFESSIONAL ACCIDENT
- ❖ LIMITATION OF THE INSURANCE TO PROFESSIONAL ACCIDENT

### PARTICULAR CONDITIONS:

(Only valid only if shown in Schedule and if the relevant premium has been paid)

- ❖ JHA WAR AND TERRORISM 168 HOURS CANCELLATION CLAUSE

### APPENDIX:

- ❖ SCHEDULE OF BENEFITS

## PREAMBLE

- Article I                    This Insurance Certificate is valid if is signed by the Broker/Lloyd's Correspondent
- Article II                    The Broker/Lloyd's Correspondent who sign this contract is not the Underwriter therefore he is not responsible for the execution of it.
- Article III                    This contract cannot be assigned in whole or in part without the written consent of the **Underwriters**.
- Article IV                    This Certificate of Insurance is regulated by this condition and the General, Particular and Special Conditions attached to form a unique body.

### IMPORTANT NOTICE

PLEASE NOTE THAT SEPARATE INSURANCE IS PROVIDED UNDER THIS POLICY FOR BODILY INJURY CAUSED BY AN ACCIDENT AND FOR ILLNESS. THIS INSURANCE ONLY RELATES TO THE BENEFITS OF THE POLICY, WHICH ARE SHOWN IN THE SCHEDULE AS BEING INCLUDED AND FOR WHICH PREMIUM HAS BEEN PAID.

THE ASSURED MUST DISCLOSE TO THE UNDERWRITERS ALL FACTS, MATTERS AND CIRCUMSTANCES MATERIAL TO THIS INSURANCE, INCLUDING, BUT NOT LIMITED TO WHETHER THE ASSURED ENGAGES IN ANY OCCUPATION, SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE.

DEFINITIONS: in this **Insurance**:

- **'BODILY INJURY'** means identifiable physical injury which
  - a) is caused by an **Accident**, and
  - b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Assured within two years from the date of the **Accident**.
- **'ACCIDENT'** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

**Accident** shall also include disappearance as defined in Art. 16 of the General Conditions of Insurance.

- **'ILLNESS'** means sickness or disease of the Assured which first manifests itself during the Period of Insurance and occasions the total disablement of the Assured within twelve months after manifesting itself.
- **'TEMPORARY TOTAL DISABLEMENT'** means disablement which entirely prevents the Assured from attending to their business or occupation.
- **'TEMPORARY PARTIAL DISABLEMENT'** means disablement which prevents the Assured from attending to a substantial part of their business or occupation.
- **'PERMANENT TOTAL DISABLEMENT'** means disablement which entirely prevents the Assured from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
- **'LOSS OF A LIMB'** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

## REGULATIONS, WHICH GOVERN THE INSURANCE GENERALLY

(Whatever is not covered here below is intended regulated by the current laws)

### ART.1 – COMMENCEMENT OF THE INSURANCE

Following Art. 1901 C.C. the **Insurance** commences at 24.00 hours of the day agreed and indicated in the contract, without prejudice to the due dates established for the payment of the premiums or of the subsequent instalments of the premiums.

The payment of premiums - for the whole duration of the contract and at subsequent anniversary dates in respect of renewals - must be effected at the office of the **Broker/Lloyd's Correspondent** handling the policy.

The payment of the first premium instalment takes place with the receipt being issued by the **Broker/Lloyd's Correspondent** and, with regard to subsequent premiums, by means of separate documents issued by the said **Broker/Lloyd's Correspondent**.

If upon the agreed due dates the **Contracting Party** does not pay the subsequent premiums, **Insurance** cover is suspended as from 24.00 hours of the thirtieth day after the due date, and it resumes its validity at 24.00 hours of the day upon which the **Contracting Party** effects the payment due. The due dates contractually established remain unchanged and does the right of the **Underwriters** to the payment of the outstanding premiums.

The premium is always established for insurance periods of one year, except for cases where the contract is for a shorter duration and is due in full even if payment in two or more instalments has been agreed.

### ART.2 – REDUCTION OR AGGRAVATION OF THE RISK (please see also art. 20)

The **Insured/Contracting Party** must advise the **Underwriters** in writing of any reduction of the risk. **Underwriters** are then obliged to reduce the premium or the premium instalments, which are due after this communication, as regulated by art.1897 of the Italian Civil Code, and they renounce to their right of cancellation.

It is also compulsory, as regulated by art. 1898 of the Italian Civil Code, to advise the **Underwriters** in writing of any aggravation of the risk, in which case **Underwriters** shall have the right to increase the premium or give 30 days notice of cancellation. Increases in risk which has not been accepted by, or which are not known by, the **Underwriters** may cause total or partial loss of right to benefits, or termination of the **Insurance**.

According to articles 1892,1893 and 1894 of the Italian Civil Code inaccurate declarations or the withholding of information by the **Contracting Party** or the **Insured Person** relating to circumstances, which influence the assessment of the risk, may cause total or partial loss of right to benefit, or termination of the **Insurance**.

### ART.3 – CANCELLATION FOLLOWING A LOSS

After each claim and up until the 60<sup>th</sup> day after the payment or rejection of the Indemnity, the **Underwriters** or the **Contracting Party** may cancel the **Insurance** or, where more persons are insured, they may cancel the **Insurance** only in respect of the person the subject of the claim, by giving 30 days advance notice. In such case the **Contracting Party** is entitled to reimbursement of the proportion of premium relating to the unexpired portion of the risk.

### ART.4 – RELEASE FROM THE NOTIFICATION OF OTHER INSURANCES

Unless specifically requested on any proposal form, the **Contracting Party** is released from the obligation to advise **Underwriters** of any other insurances, whether current or which may subsequently be arranged covering the same persons or categories of persons. In the event of a claim the Insured must advise the **Underwriters** of the existence of such other policy.

### ART.5 - TAXES

Taxes and other charges established by the law, present or future, relating to the premium, to the policy and to the deeds resulting there from, shall be for account of the **Contracting Party** or its assignees, even if payment has been advanced by the **Underwriters**.

### ART.6 – FORM OF COMMUNICATION

All communications, which the **Contracting Party** or the assignees must make, must be made by registered letter, telex, or telefax. All communications given to the **Broker/Lloyd's Correspondent** shall have full validity between the parties.

#### ART.7 – TERRITORIAL COMPETENCE

Unless otherwise agreed between the parties, the Competent Court, at the choice of the Plaintiff Party, is exclusively that of the Judicial Authorities where the Insured or the Broker/Lloyd's Correspondent has their registered office.

#### ART.7BIS – SERVICE OF SUIT

The **Underwriters** have appointed the General Representative for Italy of Lloyd's to represent them as defendants in Courts claims. Therefore, any judicial request relating to the provisions of this **Insurance** must be made against " The **Underwriters** of Lloyd's who have accepted the risk deriving from the Certificate of **Insurance** (please specify the number) in the person of the General Representative for Italy of Lloyd's.

#### ART.8 – TERRITORIAL VALIDITY

**Insurance** cover is valid throughout the world.

#### ART.9 - DURATION

The period of cover given hereon shall not exceed 12 months unless previously agreed in writing by **Underwriters** and shall cease at the policy's natural expiry without tacit renewal.

#### ART.10 – SETTLEMENT

Upon receipt of the necessary documentation and having carried out the relative enquiries, the **Underwriters** will settle the indemnity due, will advise the interested parties and, having received their acceptance, will arrange for payment. The indemnity will be paid in Italy and in European currency (Euros).

#### ART.11 – RENUNCIATION OF THE RIGHT OF RECOURSE

The **Underwriters** renounce in favour of the Insured or of the assignees any recourse action as regulated in Art. 1916 C.C. against third parties responsible for the injuries caused to persons insured under this policy.

#### ART.12 – OBJECT OF THE INSURANCE

The **Insurance** covers accidents, incurred by the **Insured** during the period of this **Insurance** when carrying out:

- the Professional Activities declared, as well as other undeclared professional activities which, if they had been known to the **Underwriters** before hand, would not have resulted in any increase in the premium;
- any other activity carried out which is not of a professional nature.

Accidents include but are not limited to the following:

- a) injuries sustained on the occasion of strikes or riots, popular uprisings, acts of terrorism, assault, vandalism, acts of violence which may have also a political, social or trade union motive or robbery, on condition that the **Insured** did not take a voluntary or active part therein;
- b) accidents caused by any natural event, such as earthquake, volcanic eruption, landslides and the like;
- c) accidents deriving from the use or from the driving of vehicles and craft generally, including vehicles belonging to third parties and/or public services (except for the provisions of Art.13 Exclusions e) & f));
- d) accident sustained by the **Insured** during air travel in the capacity solely as a passenger within the limits stated in the Art. 26 of the General Conditions of **Insurance**;
- e) sun and heat stroke, dehydration, frost-bite, vertigo as well as, generally, the effects of external temperatures, of atmospheric agents and of other thermal or atmospheric influences;
- f) asphyxia due to the involuntary inhalation of gases or vapours;
- g) poisoning, intoxication and lesions accidentally produced by the ingestion of foods or the absorption of beverages or of substances generally;
- h) bites and kicks, stings and burns caused by animals, insects or plants (with the exclusion, however, of diseases directly or indirectly caused by them);
- i) infections, including tetanic infections, resulting from accidents indemnifiable in accordance with the terms of the policy;

- j) drowning;
- k) muscular or tendonous lesions caused by strain (excluding heart attacks and strokes) and traumatic hernias;
- l) the action of lightning, explosion and injuries caused by electrical discharges;
- m) injuries consequential to the unexpected contact with caustic or corrosive substances, flames or incandescent bodies;
- n) physical consequences of surgical operations or of other treatment but only where these are made necessary by a covered accident;
- o) accidents suffered due to drunkenness (except whilst in control of a motor vehicle, riding a motorcycle or piloting a boat), recklessness or faintness;
- p) due to lack of skill, imprudence, negligence or gross negligence on the part of the Contracting party or the **Insured**, but only to the extent of bodily injury to the **Insured**;
- q) lesions sustained during lawful defence or acts carried out for human solidarity;
- r) In the event of the **Insured** suffering a shipwreck or a forced landing, **Underwriters** will pay the sums insured covered by the policy, if as a consequence of the area, of the climate and of other concomitant situations, the **Insured** suffers death or permanent organic injuries;
- s) injuries suffered as a consequence of airplane hi-jacking unless excluded by the War, Terrorism and Mass Destruction Exclusion Clause 1607JHA00005;
- t) injuries sustained during the non-professional practice of any sport unless specifically excluded in Art. 13 – Exclusions.

### ART.13 - EXCLUSIONS

The **Insurance** excludes accidents deriving from:

- a) the **Insured** engaging in or taking part in armed forces service or operations;
- b) suicide or attempted suicide or intentional self injury, or a criminal or seditious action put into effect by the Insured;
- c) usage of drugs or narcotic, hallucinating or similar substances unless prescribed by a registered qualified medical practitioner and used in accordance with the prescription;
- d) the driving of motor vehicles or craft for which the **Insured** is not in possession of the requisites of age and qualification prescribed by the law;
- e) the participation in competitive sporting competitions, races or similar, except motor car rallies arranged by the A.C.I. (Italian Motor Club), sailing regattas or cycle-tourist meetings or other manifestations of a recreational nature which do not give rise to the use of motor vehicles or craft;
- f) the practising of any type of parachute-jumping, hang-gliding or air-sports generally;
- g) any form of mountaineering and/or potholing normally involving the use of ropes and/or guides, hunting on horseback and equestrian competitions, rugby, boxing or other forms of martial arts;
- h) illness unless specifically included in Art. 12; however death of an **Insured** as the result of an illness is excluded from this **Insurance**;
- i) infarct;
- j) scuba diving involving the use of artificial breathing apparatus is covered, but, at any times, no solo dives and dives to be not more than 30 meters in depth;
- k) the consequences of surgery, tests and medical cures not directly made necessary by an accident;
- l) excluding ski, snowboard, and ski bob activities, whilst racing only. Any ski jumping, ski aerobatics, ice hockey or the use of skeletons, luge or bob sleight is excluded entirely;

### JHA War, Terrorism and Mass Destruction Exclusion 1607JHA00005

Notwithstanding any provision to the contrary within this **Insurance**, or any endorsement thereto, it is agreed that this **Insurance** excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,

11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
15. Terrorist activity.

For the purpose of this exclusion;

i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. (JHA 27/11/01).

#### **JHA Nuclear Contamination Exclusion 27/11/01**

"This policy excludes any claim directly or indirectly consequent upon or contributed by:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, howsoever such release or explosion is caused."

#### **ART.15 - DEATH**

If a covered accident causes the death of the **Insured** within two years from the date upon which the accident occurred, then **Underwriters** shall settle the sum insured in the event of death to the nominated beneficiaries; if no nomination is made, **Underwriters** shall settle the above-mentioned sum to the legal heirs.

#### **ART.15BIS- CORPSE REPATRIATION**

If, as a result of an accident indemnifiable in accordance with the terms of the policy the Insured person dies abroad, **Underwriters** will pay an amount up to a maximum of EUR 2,500.00 for each **Insured** person, to cover expenses sustained for the corpse repatriation from the place abroad to the place of burial. **Underwriters** will indemnify the claimant upon receipt of the original invoices.

#### **ART.16 – PRESUMED DEATH**

If, as a result of an accident indemnifiable in accordance with the terms of the policy, the corpse of the **Insured** is not found and it is reasonable to assume that death has taken place, the **Underwriters** shall pay to the beneficiaries indicated in the contract or to the legitimate heirs the capital sum envisaged in the event of death.

Settlement will not take place before six months have elapsed as from the presentation of the application for the declaration of assumed death in accordance with the provisions of Articles 60 and 62 of the Civil Code.

Notwithstanding the above, in the event of sinking, shipwreck or aircraft accident, and subject to proof by the designated Authority that the Insured was aboard, if within 6 months from the date of the accident the body has not been found, **Underwriters** shall settle the Death Sum Insured in accordance with the provision of Articles 211 and 838 of the Italian Codice della Navigazione).

It is understood that, if after the **Underwriters** have paid the indemnity it is found that the **Insured** is alive, the **Underwriters** will have the right to immediate reimbursement of the amount paid. When the reimbursement has taken place, the Insured will be able to claim his own rights in respect of any indemnifiable permanent disability sustained.

#### **ART.17 – ACCUMULATION OF INDEMNITY**

Benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident**, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, or of one **Illness**, and no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident** or **Illness**.

The total sum payable under this **Insurance** in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.

If after the payment of a permanent disability indemnity, but within two years as from the date of the accident and if as a consequence of the latter the Insured dies, the **Underwriters** shall pay to the nominated beneficiaries or, if no nomination is made to the persons indicated in the Art.25 General Conditions, the difference between the indemnity paid and the indemnity insured in the event of death, where the latter is greater, and no request for reimbursement is made in the contrary case.

The right to indemnity for permanent disability and temporary disability is of a personal nature and, therefore, not transferable to the heirs.

However, if the **Insured** dies due to a cause which is independent from the accident after entitlement to indemnity for permanent disability has been agreed or, in any event, if not agreed, it has been documented in its extent, the **Underwriters** shall pay to the heirs the amount due or documented, in accordance with the norms of the testamentary or legitimate succession.

#### **ART.18 – INDEMNITY CRITERIA**

**Underwriters** shall pay the indemnity only for the direct and exclusive consequences of the accident. If, at the time of the accident, the **Insured** is not physically fit and healthy, the only indemnifiable consequences are those, which would have occurred in any case if the same accident had happened to a person physically fit and healthy. No benefit shall be payable under items 10 and 11 of the Schedule of Benefits should **Illness** cause the death of the **Assured** within twelve months of that illness first being diagnosed.

#### **ART.19 – INDEMNITY ADVANCES**

The **Insured** has the right to obtain, prior to the settlement of the loss, the payment of a sum on account equal to 50% of the minimum amount which should be indemnified on the basis of the acquired results, on condition that no disputes or reservation have arisen with regard to the indemnifiability or amount of the loss itself and that the total indemnity is expected to be at least EUR 100,000.00 or currency equivalent. The obligation on the part of **Underwriters** shall come into being within 90 days as from the date of notification of the loss, always provided that 30 days have elapsed as from the date of the request for the payment in advance.

#### **ART.20 – GOOD FAITH**

The failure to disclose, on the part of the Contracting Party or of the **Insured** of a fact possibly aggravating the risk, as well as inexact and/or incomplete declarations at the time of the stipulation of the contract or during the course of the same, shall not prejudice the right to compensation for damage, nor a reduction of the same, always provided that this has happened in good faith and without prejudice to the right of **Underwriters**, once they are aware of the aggravating circumstances which might give rise to a larger premium, to ask for the relative modifications of the conditions in being (increase in premium from the date in which the circumstances aggravating the risk are known to the Insurer, or where a claim has arisen, premium adjustment for the whole year).

#### **ART.21 – AGE LIMIT**

The **Insurance** is not valid for persons more than 75 years of age. However, with regard to persons reaching such age during the contract, the **Insurance** maintains its validity up to the expiry date of the current policy.



#### ART.22 – UNINSURABLE PERSONS

Regardless of concrete evidence of their state of health, persons affected by alcoholism, drug addiction, AIDS, persons who are HIV positive or affected by the following mental infirmities are not insurable: organic brain syndromes, schizophrenia, forms of manic depression or paranoia. The **Insurance** terminates on diagnosis of any such afflictions, it being specified that the consequences of the first diagnosis be in any case excluded and where such diagnosis results in the withdrawal of coverage during the currency of the policy, **Underwriters** shall reimburse the proportion of premium relating to the unexpired portion of the risk.

#### ART.23 – NOTIFICATION OF AN ACCIDENT AND RELATIVE OBLIGATIONS

As per Art. 1913 C.C. notification of an accident, with an indication of the place, date and time of the event and of the causes which brought it about, accompanied by a medical certificate, must be made in writing to the **Broker/Lloyd's Correspondent** within 30 days from the date of the accident or from the time when the **Insured** or the assignees have had the possibility to do so.

Following the accident, the insured must see a doctor and follow medical advice.

The course of the lesions must be documented by further medical certificates up to the full clinical recovery.

When an accident causes the death of the insured or when death occurs during treatment, **Underwriters** must be advised immediately.

The Insured and his family must consent to **Underwriters'** doctors investigating the case and making any enquiries they may deem necessary, to this end, the **Insured's** doctors must be given permission to waive medical confidentiality.

Medical expenses and medical certificates cost, unless otherwise specified in the policy, shall be at the expense of the Insured with the exception of the cost of **Underwriters'** own doctors.

If the obligations of advising **Underwriters** of the accident or any other of the above-mentioned obligations are wilfully not carried out, the Insured or their beneficiaries lose their rights to the claim settlement. If however the above obligations are not carried out through negligence, **Underwriters** have the right to reduce the indemnity paid in proportion to any prejudice suffered.

#### ART.24 – DISPUTES RELATING TO THE INSURABILITY OF PERSONS AND TO THE CONSEQUENCE OF LESIONS

In the event of disputes with regard to the insurability of persons and in accordance with the provisions of Art.18, regarding the nature or the consequences of injuries, and/or the degree of permanent disability, the Parties undertake to confer, by means of a private deed, a mandate to a Medical Panel of three doctors, who shall settle the dispute. The Medical Panel shall be appointed one by each Party and the third by mutual agreement between them or, otherwise, by the Council of Order or Doctors having jurisdiction at the place where the Medical Panel shall sit.

The Medical Panel shall be located in the Comune, in the Institute of legal medicine nearest to the place of residence of the **Insured** Person or to the place of residence of the **Broker/Lloyd's Correspondent** who is handling the policy. Each of the Parties shall bear its own costs and will remunerate the doctor appointed by it, contributing half of the disbursements and fees relating to the third doctor.

The medical panel is entitled to defer, when it sees fit, the definitive ascertainment of the permanent disablement to a date to be fixed by the panel itself but not exceeding three years.

Decisions by the Medical Panel shall be taken on a majority of votes, with the dispensation from following any legal formality, and they are binding upon the Parties even if one of the doctors refuses to sign the relative report.

#### ART.25 – BENEFICIARIES

Beneficiaries in the event of death or permanent disability are understood to be:

- in the event of death the legitimate heirs, unless otherwise declared in writing by the Insured and advised, at his choice, to the competent offices of the **Broker/Lloyd's Correspondent** or of the **Underwriters**;
- in the event of permanent disability, the **Insured** themselves, with the understanding that the discharge notes relating to the indemnities must be signed by both, the **Insured** person and the Contracting Party.

## ART.26 – FLIGHT RISKS

This **Insurance** is also valid for accidents sustained by the **Insured** Person while flying as a passenger (but not while flying as a pilot or other member of the crew) in aircraft and helicopters:

- ❖ in public service of regular airlines;
- ❖ operated by companies effecting charter flights or in any way if property or managed by commercial companies;
- ❖ multi-engined (but excluding transoceanic flights) operated by private carrier (not owned by the Insured Person).

In any case the **Underwriters** shall not pay an amount in excess of EUR 10,000,000.00 under this policy irrespective of the number of persons travelling in the same aircraft at the time of loss. In the event that the total sums insured exceed the amount above indicated, benefits due under the policy will be adjusted in case of claim by a reduction and proportional allocation.

## ART.27 – JHA OVERSEAS PERSONAL LINES COMPLAINTS PROCEDURE CLAUSE (ITALY)

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please follow the procedures below, and we will do our best to resolve the problem.

### *Questions or Concerns:*

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Anglo Lombarda Insurance Broker Srl.

### *Problems:*

If you have a problem concerning any aspect of your **Insurance** please contact Anglo Lombarda Insurance Broker Srl.

### *Complaints:*

Any complaints regarding contractual relations or the handling of claims should be forwarded in writing to the General Representative of Lloyd's, at the following address:

Rappresentante Generale per l'Italia dei Lloyd's di Londra – Via Sigieri, 14 – 20135 Milano – Italia

Telephone 02 55 193121 – Facsimile 02 55 193107 – email: [servizioclienti@lloyds.it](mailto:servizioclienti@lloyds.it)

If you are not satisfied by the outcome of the complaint, or in the event of there being no acknowledgment within the maximum period allowed of forty-five days, you might appeal to ISVAP at the following address:

ISVAP – User Protection Department – Via del Quirinale, 21 – 00187 Roma – Italia

When writing to ISVAP, please enclose all documentation relating to the complaint made to Lloyd's.

Disputes concerning the amount of a loss settlement and the attribution of liability remain exclusively under the competence of the judicial authorities, in addition to any conciliatory systems, which may exist.

Complaints that cannot be resolved by the above process may under certain circumstances be referred to the UK Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

THE CONTRACTING PARTY

THE COVERHOLDER

## VEXATIOUS CLAUSE

### Clauses to be approved in writing

To the effect of Articles 1341 and 1342 of the Italian Civil Code, the Contracting Party (the undersigned) states that he is acquainted with and specifically approves the following provisions set out in the General Condition of Insurance:

Art3: CANCELLATION FOLLOWING A LOSS

Art 7: TERRITORIAL COMPETENCE

Art 13: EXCLUSIONS

Art 22: UNINSURABLE PERSONS (termination of insurance as defined)

Art 24: NOTIFICATION OF AN ACCIDENT AND RELATIVE OBLIGATIONS

THE CONTRACTING PARTY

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## **SPECIAL CONDITION ANGPA 2015 (KFORM)**

(Only valid if shown in Schedule)

### **ART.1 – INDEMNITY TO THE POLICYHOLDER**

As a partial derogation to Art. 25 of the General Conditions of **Insurance**, when the Policyholder buys this **Insurance** to guarantee himself, within this policy limits and conditions, against the economical damage deriving from the injury to one of the Insured person, is agreed that:

- a) the relations between the Insurer and the injured is limited to the ascertainment of the consequences of the accident, whilst the compensation will be paid solely to the Policyholder;
- b) the indemnity due under this policy will be paid directly to the Policyholder who will sign a discharge form.

As per Art. 1919 C.C. the Policyholder hereby declares that he has the **Insured** person's written consent to enter in this contract. The absence of this consent, which must be proved in writing, will have as a consequence that the indemnity will be paid to the **Insured** person or the legitimate / testamentary heirs.

### **ART.2 – LIMITATION OF THE INSURANCE TO EXTRA PROFESSIONAL ACCIDENTS**

The **Insurance** is valid exclusively for those activities which the **Insured** carries out and which do not have a professional nature.

### **ART.3 – LIMITATION OF THE INSURANCE TO PROFESSIONAL ACCIDENTS**

The **Insurance** is valid exclusively for those activities which the **Insured** carries out and which have a professional nature. The **Insurance** is also valid during the journey by the **Insured** from his dwelling to the place of work and vice versa.

## PARTICULAR CONDITION ANGPA 2015 (KFORM)

(Only valid only if shown in Schedule and if the relevant premium has been paid)

### 1) JHA War and Terrorism 168 Hours Cancellation Clause 1607JHA00006

(To apply only to the territory of the European Union including Switzerland).

Notwithstanding any provision to the contrary within this **Insurance**, or any endorsement thereto, it is agreed that this **Insurance**, is extended to include any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured** person whether war be declared with that state or not,
14. Terrorist activity.

always provided;

That the Insured person(s) are not actively participating in any, or all, of (1) to (14) above, and

That none of (1) to (14) above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, and,

That this extension is subject to the terms and conditions of the Limited War Exclusion Clause, NMA 2582B

For the purpose of this extension;

i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Notwithstanding the foregoing **Underwriters** reserve the right to give the **Insured** not less than 168 hours notice of cancellation in respect of the inclusion of any, or all, of the perils listed from (1) to (14) above. Such notice shall be deemed to have been received by the **Insured** at the time and date that it is received by the intermediary through whom this policy was most directly negotiated with **Underwriters**.

**JHA 27/11/01**

**Limited War Exclusion Clause**  
(Personal Accident or Illness **Insurance**)

Notwithstanding anything to the contrary herein, this **Insurance** does not cover loss consequent on:-

war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or war in Europe, whether declared or not (other than civil war and any enforcement action by or on behalf of the United Nations), in which any of the said countries or any armed forces thereof are engaged.

(1/7/93)

NMA 2582B

## 2) JHA War and Terrorism 168 Hours Cancellation Clause 1607JHA00006

(To apply Worldwide with exception of the countries included in the list below).

Notwithstanding any provision to the contrary within this **Insurance**, or any endorsement thereto, it is agreed that this **Insurance**, is extended to include any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured** person whether war be declared with that state or not,
14. Terrorist activity.

always provided;

That the Insured person(s) are not actively participating in any, or all, of (1) to (14) above, and

That none of (1) to (14) above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, and,

That this extension is subject to the terms and conditions of the Limited War Exclusion Clause, NMA 2582B

For the purpose of this extension;

i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).

ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

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**JHA 27/11/01**

**Limited War Exclusion Clause**  
(Personal Accident or Illness **Insurance**)

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(1/7/93)

NMA 2582B

[List of Additional Referral Countries \(Italian Risks\)](#)

1. Afghanistan
2. Chechnya
3. Colombia
4. Iran
5. Iraq
6. Sudan
7. Yemen
8. Zimbabwe

THE CONTRACTING PARTY

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THE COVERHOLDER

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