

**PROCEDURE TO FOLLOW TO REQUEST THE COMPENSATION PROVIDED FOR IN THE LATEST NATIONAL UNION AGREEMENT OF 12/20/2002 AND SUBSEQUENT AMENDMENTS IN CASE OF DEATH OR PERMANENT DISABILITY AS A RESULT OF AN ACCIDENT, WHICH FORM AN INTEGRAL PART OF THE AFOREMENTIONED AGREEMENT**

1. A registered letter addressed to F.A.N.I.MAR (National Maritime Welfare Fund), in which the accident occurred on board or on shore leave (for seafarers in R.O. and in C.R.L. even if it occurred during rest periods on land) is reported. This must be sent within 15 days from the date of the accident or the date of disembarkation due to the same accident, under penalty of losing the right to request possible compensation due to expiration of the terms. It should also be noted that in any case, the statute of limitations provided by the Civil Code in this matter applies.
2. If the accident results in permanent disabling sequelae: a registered letter to Fanimar with the attached medical evaluation (in original) certifying the supposed degree of permanent disability (provided it is clearly above the 5% deductible minimum) within 1 year from the date of reporting the accident. If this is not possible, a registered letter to Fanimar should be sent to interrupt the statute of limitations.
3. Upon receipt of the medical evaluation certifying a degree of permanent disability greater than 5%, Fanimar will request the necessary documentation from the seafarer and/or the Shipowner to verify the compensability of the event. This preliminary verification will be based on the contents and applicability of the aforementioned National Union Agreement and, in concert with its reference Insurers, to definitively verify it based on the general and specific conditions of the policies "under agreement" signed by the same in accordance with the Agreement.
4. If the verification confirms the compensability, Fanimar will forward all the documentation to its reference Insurers, who will appoint their trusted doctor to visit the seafarer and confirm or deny the degree of disability indicated by the seafarer's medical evaluation.
5. The reference Insurers, upon obtaining the results of the examination carried out by their trusted doctor, will send the seafarer a written communication of this result, attaching settlement documents for the amount corresponding to the degree of disability confirmed by their trusted doctor (provided it is higher than 5%).
6. Within 30 working days from the receipt of the duly signed and dated settlement documents by the concerned seafarer, the reference Insurers will proceed with the payment via bank transfer to the seafarer's bank account, the details of which must be sent along with the aforementioned settlement documents.
7. Reiterating that for the definitive verification of the compensability of the event, the general and specific conditions of the "under agreement" policies signed by Fanimar in accordance with market practices in this matter and sent to Confitarma and Fedarlinea for appropriate knowledge apply, it is further specified and/or integrated and/or agreed:
  - A) that for the assessment of the degree of permanent disability from an accident, in these cases, only the INAIL tables may be referred to, without considering biological damage or other factors as instead provided when requesting compensation from third parties for alleged liability in the occurrence of the event.
  - B) That the statute of limitations is as provided by the Civil Code in this matter.
  - C) That the consequences of accidents occurring before the Shipowners' payment to Fanimar of the contributions provided by the Union Agreement for the activation or annual

maintenance of the related coverage in favor of the concerned seafarers are excluded from compensation.

D) that any event that is not due to a fortuitous, violent, and extreme cause and does not produce objectively ascertainable physical injuries does not constitute an accident. This excludes any form of illness such as, for example, heart attack, stroke, etc., a hypothesis sustainable only and exclusively within the scope of "civil liability" against those who may eventually be considered responsible for the occurred event.

E) That any additional social and/or welfare benefit provided directly by Fanimar to the seafarers covered by the Union Agreements cannot constitute any form of obligation for the Fund itself, which disburses, Statutorily, in the form of a voluntary grant, within the limits of its available resources, based on the resolution and at the unquestionable judgment of its Management Committee and/or Board of Directors, reserving the right to evaluate the opportunity on a case-by-case basis.

F) that any interested seafarer may refer for any further doubt or information in advance to Fanimar itself or to the relevant O.O.SS. signatory to the National Agreement Trade Union Agreement.

F.to FILT CGIL

F.to CONFITARMA

F.to FIT/CISL

F.to FEDARLINEA

F.to UILTRASPORTI