

PROCEDURE FOR NAVIGATION DISABILITY

(Withdrawal of Seaman's Book)

PROCEDURES TO FOLLOW TO REQUEST THE COMPENSATION PROVIDED FOR IN THE LATEST NATIONAL UNION AGREEMENT OF 20/12/2002 AND SUBSEQUENT AMENDMENTS FOLLOWING A FINAL DECLARATION OF UNFITNESS FOR NAVIGATION, WITH THE CONSEQUENT CANCELLATION OF THE RELATED BOOK, AND WHICH FORM AN INTEGRAL PART OF THE AFOREMENTIONED AGREEMENT

1. A registered letter to F.A.N.I.MAR. (National Maritime Welfare Fund), in which the final declaration of unfitness for navigation by the first-degree Commission is reported, attaching the latest complete report drawn up by the Commission, as well as any reports from previous visits carried out by the same Commission, within 15 days from the date the seafarer became aware of it, 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. Having complied with what is stated in point "1", the seafarer must, within the terms and in the manner prescribed by law (currently within 30 days), appeal against the aforementioned declaration of unfitness for navigation to the Central Commission of the second degree, sending a copy of this appeal to Fanimar. If the appeal is rejected, a copy of the relevant ruling must be sent to Fanimar for the continuation of the practice.
3. As an alternative to what is indicated in point "2", if the seafarer believes that the conditions from which they suffer are so serious and evident as to make the appeal to the second-degree Commission useless, since the latter could only reject it, they may, in the same registered letter of notification referred to in point "1", request the establishment of the designated Arbitration Board. In this case, the request must include the name, surname, address, and telephone number of their doctor and designated arbitrator, as well as the declaration of not having proposed nor intending to propose an appeal to the second-degree Commission.
4. Upon receipt of the ruling rejecting the appeal referred to in point "2" or upon receipt of the arbitration request referred to in point "3", Fanimar will collect the necessary documentation to verify the compensability of the event and preliminarily check it based on the contents and applicability of the aforementioned National Union Agreement. This will be done in concert with its reference Insurers to definitively verify it based on the general and specific conditions of the policies "under agreement" signed by Fanimar according to the Agreement.
5. If the verification confirms compensability and Fanimar has received the second-degree Commission's ruling rejecting the seafarer's appeal, Fanimar will send all documentation to its reference Insurers for liquidation and payment operations.
6. If the verification confirms compensability, and in the case of an arbitration request, Fanimar will forward the documentation to its reference Insurers, who will initiate the arbitration procedures by appointing their trusted doctor and arbitrator to reach, in agreement with the seafarer's designated arbitrator, the appointment of the third arbitrator. The decision of the Arbitration Board will be final for all parties involved.
7. The reference Insurers, upon receipt of the documentation as per point "5" or the decisions of the Arbitration Board as per point "6", if favorable to the seafarer, will send the seafarer

settlement documents for the amount due based on the age brackets provided for in the Agreement.

8. 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 actual payment via bank transfer to the seafarer's bank account, the details of which must be sent along with the aforementioned settlement documents, except during the summer holiday period and at the end of the year.
9. 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 determination of compensability, for the date of the event concerning the notification referred to in point "1", the date of the accident or the onset of the illness that caused the declaration of unfitness for navigation by the first-degree Commission, as well as the second-degree Commission (subject to what is provided in point "3"), shall be understood. The insured events are always accidents and illnesses that, however, can only be compensated under the conditions provided if they are so serious as to result in the declaration of unfitness for navigation.
 - B) That for seafarers in R.O., C.R.L., the coverage also applies to events occurring during rest periods on land accrued on board. For seafarers in T.P. or T.G., in case of an accident, only if the accident occurred on board or on shore leave and was the cause of disembarkation. In the case of illness, only if it manifested on board or on shore leave or within the 28th day from the date of disembarkation.
 - C) That the statute of limitations is as provided by the Civil Code in this matter.
 - D) That compensations exclude those accidents or illnesses preceding the Shipowners' payments 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.
 - E) That any additional social and/or welfare benefits 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 every concerned seafarer may contact Fanimar itself or the respective Union Organizations signatories of the National Union Agreement for any further doubt or information in advance.
 - G) For non-Italian EU seafarers, if the documented final declaration of unfitness for navigation is not sanctioned through the procedures established for Italian seafarers (designated commissions), the arbitration clause provided shall be applied in the location where F.A.N.I.MAR. is legally based or in an Italian maritime city indicated by the seafarer.

Signed by FILTCGIL

Signed by CONFITARMA

Signed by FIT/CISL

Signed by FEDARLINEA

Signed by UILTRASPORTI

