

# FasiOpen

Open Fund  
for Supplementary Health Care

## Regulations

### Art. 1 General Provisions

These Regulations contain the norms for the functioning of FasiOpen, pursuant to Article 14 of the Statute.

For anything not expressly provided for in these Regulations, reference should be made to the norms and procedures contained in the individual "Health Plans".

### Art. 2 Registration

Registration with FasiOpen is exclusively reserved, subject to authorisation by the FASI Board of Directors, to employers and third-party funds (hereinafter referred to as "companies") who decide to use the supplementary social-healthcare cover provided by FasiOpen.

A company can register only for the benefit of a community of employees identified as belonging to one or more homogeneous employee categories and, in all cases, without any selection of the risk.

Companies with a collective employment agreement stipulated under the Confindustria scheme that provides for category-based forms of health cover established before 2009 - i.e. referring to sectors related to the collective employment agreement itself - are not eligible for membership of FasiOpen.

Companies providing healthcare services are also not eligible for membership.

### Art. 3 Clients

Employees belonging to the groups referred to in art. 2 above, as well as their respective families, are eligible as clients for cover by FasiOpen in the cases and according to the methods described in articles 2 and 4 of these Regulations.

### Art. 4 Family Unit Eligible for Cover

The company may request an extension of cover to the members of the employee's entire family, provided that this request involves at least 30% of the employees covered and that the extension regards each employee's entire family unit eligible for cover.

The family unit eligible for cover is defined as:

- The employee's spouse;
- His/her civil partner;
- The employee's common law cohabiting partner;
- Children who are dependent on the employee for tax purposes, pursuant to current legislation. Children over age 18, up to age 21, provided that they are studying on a pre-university course or for the legal duration of the university course up to age 26.

There is no age limit for totally disabled children whose condition is documented by the appropriate certification issued by a public body.

Common law cohabiting partners are eligible for cover by the Fund from 1 May 2016.

The registration of the common law cohabiting partner must be requested at the same time as the employee's registration, provided that the cohabitation began at least two years previously to the date of the request for registration.

Registration of a co-habiting partner will not be possible if the spouse of the registered member is present in a family unit already covered by the Fund, without evidence of a decree of divorce.

Should the employee marry a person other than a cohabiting partner who may be registered with the Fund, then the cohabiting partner will be no longer covered by the Fund.

Cohabitation status must be certified by submitting the documentation specified by the Fund to FasiOpen.

The cancellation of an employee's cover for any reason also entails the automatic cancellation of cover for the relevant family unit.

It is the specific responsibility of the company to certify, at the same time as requesting an extension of cover to the members of the employee's entire family unit the status of the employee's children as dependent on him/her for tax purposes, and to promptly inform FasiOpen if this status should cease, in accordance with the procedures specified by FasiOpen.

The submission of requests for services for family members is reserved to the employee covered, and the relevant refund will be sent solely to him/her as the exclusive holder of the right to services.

The duration of the employee's cover, and that of the entire family unit, will be specifically provided for in the agreement stipulated between the individual company and FasiOpen. The employee, therefore, will have no right to cover from FasiOpen, either for him/herself or for his/her family unit, in the event that the company cancels its

FasiOpen membership or decides not to further extend the services provided by FasiOpen to the employee's family unit.

## **Art. 5 Registration Procedure for Companies and Start of Cover**

Requests for cover for employees - and possibly for the members of their family unit - can only be submitted through the company.

Companies must communicate to FasiOpen all the necessary personal data - including tax codes - to register its employees for cover, including the data of family members for whom the employee has requested an extension of cover.

The company's registration will begin on the first day of the month following the month in which the request was submitted.

Employees will be covered from the same date or, at the company's request, from the first day of a following month, and their cover will end on the last day of the month relating to the termination of employment or loss of eligibility.

For employees hired after the date of commencement of cover for the community of employees, their eligibility for cover will start on the first day of the month following the month in which they were hired.

The employee may request cancellation from the Fund for his or her family unit by 31 December, notwithstanding its obligation to provide cover until 31 December of the year in which the request is made.

Each client must promptly communicate, through the company and in the prescribed manner, any changes to the data held by FasiOpen.

## Art. 6 Duration of Membership and Cancellation

The minimum membership period for companies is one year.

Companies may cancel their membership of FasiOpen, taking effect from 1 January. The company must notify FasiOpen of any cancellation, via certified email or registered post with proof of delivery, by the previous 31 October. Without such a cancellation notice, membership will be tacitly renewed from year to year.

## Art. 7 Exclusion from FasiOpen

The Fasi Board of Directors may arrange for the exclusion from FasiOpen of a client and/or his/her family members in the event of wilful misrepresentation or fraud by the client him/herself and/or his/her family members, simultaneously informing the company.

The exclusion of the client from FasiOpen will be notified to the person and the company concerned via certified email or registered post with proof of delivery.

## Art. 8 Waiting Periods

A) The company has the right - exercisable only once in relation to an individual employee - to reinstate a previously cancelled family unit to its list of clients covered. The company also has the right to insert the employee's family unit into its list of clients covered at a time subsequent to the company's registration with FasiOpen.

In both cases, the company's obligation to pay premiums starts on the first day of the month following the month in which the request for insertion or reinstatement is made.

The right to services of the members of a family unit registered at a time subsequent to the company's registration with FasiOpen starts three months after the month of insertion.

In the event, on the other hand, of the reinstatement of a previously cancelled family unit, the right to services of the

family members starts 12 months after the month of reinstatement.

B) For companies registering with FasiOpen that have not come from other Funds, the services set out in the chosen Health Plans are recognised for refund by FasiOpen for the employee exclusively if received and invoiced from the 3rd month following the month in which cover by FasiOpen takes effect.

## Art. 9 Premium

Companies must pay premiums to FasiOpen quarterly, in arrears, together with any premiums payable by the client covered, as set out in the Health Plan chosen by the company.

The quarterly payment in arrears therefore includes the premium payable by the company, the premium payable by the employees registered (when expressly envisaged), as well as any premium for the family unit, if covered. The payment must be made by the 16th day of the month following the relevant quarter.

The quarters are:

- January – March;
- April – June;
- July – September;
- October – December.

The aforementioned premiums may be paid in monthly instalments and start from the first day of the month following the month in which the request was made to FasiOpen - by the company and with the specified procedure - for the employee and his/her family members to be covered.

## Art. 10 One-time Entry fee *Una Tantum*

As well as paying the premiums specified by their chosen Health Plan for the benefit of their employees, all companies are required to pay an entry fee for each employee for whom cover is requested, the amount of which is set annually by the Assembly of Members.

The company must pay this fee together with the first quarterly premium payment.

The only exception to the obligation to pay an entry fee regards companies that, without any intervening period of interruption, had maintained other forms of supplementary health care before registering with FasiOpen.

#### **Art. 11 Late payment of Premiums**

The provision of services is dependent on the regular and continuous payment of premiums. In the event of the late payment of premiums, the provision of services is suspended until premiums have been regularised; interest on late premiums is charged on an annual basis at the legal rate plus 2.5 points.

FasiOpen will inform the company and the employees concerned of this suspension.

The provision of services will be reinstated after the membership status has been regularised provided that this happens within 6 months of the due date for payment of the premium itself; otherwise requests for refunds will be considered null and void.

Failure to pay the premiums due for a continuous period of two quarters, in cases in which no instalment plan was requested or granted by FasiOpen, will entail the termination of the company's membership and consequently also the termination of cover for all employees and their families, without prejudice to the continued obligation to pay the premiums due.

Any company that subsequently wishes to be readmitted to FasiOpen must make a specific request to the Fasi Board of Directors, which will assess the terms and conditions of any re-entry.

#### **Art. 12 Payment of Premiums in Instalments**

Upon reasoned request, FasiOpen may allow payment in instalments, for a period not exceeding 12 months of premiums not paid on the due dates, specifying the terms and conditions.

If FasiOpen has allowed an instalment plan for the payment of premiums, the provision of all services will be

suspended until the premiums due have been paid in full.

#### **Art. 13 Provision of services and Cancellation of Health Plans**

The provision of services - included in the individual Health Plans defined by the Assembly of Members - is made in relation to the expenditure incurred, excepting daily allowances, according to the procedures and limitations specified in the Health Plans themselves, provided that premiums are paid with continuity and regularity.

The right to services is subject to the condition that, at the time that the expenditure is incurred, the person concerned is registered with FasiOpen, since the service itself is not related to the pathological event but to the expenditure incurred.

Requests relating to services for each employee covered and the members of his or her family, if they are also covered, must be directly sent to FasiOpen by the employee within three months of the date of the expenditure document. This period must be considered essential to all effects and purposes.

Requests for services submitted after the deadline will not result in any refund.

The provision of services relating to events involving the responsibility of third parties is subject to the acceptance, according to the procedures specified by FasiOpen, of an obligation to pay FasiOpen - up to the value of the services themselves - the sum received by way of compensation from any person for whatever damages ascribed within thirty days of receipt of the same. The person covered is bound by a similar obligation should he/she receive, for whatever reason, any refund and/or allowance from public welfare organisations.

FasiOpen has the right, both before and after the provision of services, to make administrative and medical checks also by means of consultations by doctors appointed by FasiOpen. Refusal of checks may result in the non-provision of services.

Any requests for verification or revisions to

the payment of services must be submitted to FasiOpen, on penalty of forfeiture, no later than thirty days from the date on which the payment was made.

FasiOpen has the right to cancel one or more Health Plans provided that written notice is sent to the Company by 30 September of the last year of application of the relevant Health Plan/s, which will nonetheless remain in effect until 31 December after the written notice was sent.

# FasiOpen

Open Fund  
for Supplementary Health Care

---

[www.fasiopen.it](http://www.fasiopen.it)

