

FASIOPEN - REGULATIONS FOR IMPLEMENTATION v1.0.R1.25**ART. 1 - GENERAL PROVISIONS**

These Regulations contain the rules governing the supplementary healthcare relationship between FasiOpen and its members, pursuant to Article 1 of the Statute.

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

ART. 2 - ENROLMENT

The following may enrol with FasiOpen, pursuant to Article 4 of the Statute and subject to authorisation by the Board of Directors:

- a) businesses which, based on provisions deriving from regulations or company agreements or collective labour agreements, decide to make use of the supplementary healthcare provided by FasiOpen for their employees;
- b) employees belonging to communities of employees of the businesses mentioned in point a), other than managers to whom the CCNL for managers of companies producing goods and services applies.

A business can enrol 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.

Businesses providing healthcare services are not eligible for enrolment with FasiOpen.

ART. 3 - CLIENTS

Employees belonging to the communities 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 the following articles of these Regulations.

ART. 4 - PROCEDURES FOR ENROLLING THE BUSINESS AND START DATE OF ELIGIBILITY

An application for enrolment in FasiOpen must be submitted by the business to the Fund's Board of Directors both for its own enrolment and for the enrolment of employees belonging to the community relevant to the business itself.

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

Businesses must communicate to FasiOpen all the necessary personal data - including tax codes - to enrol their employees for cover, as well as the data of family members for whom employees have requested an extension of cover. Each client must promptly communicate, through the business and in the prescribed manner, any changes to their personal data and those of their family members.

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

Employees are covered from the same date or, at the business's request, from the first day of a following month, and their cover ends on the last day of the month of 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.

ART.5- FAMILY UNIT ELIGIBLE FOR COVER

The business 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 business also has the right to request the enrolment of the employee's family unit even after the business itself has been enrolled with FasiOpen.

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 aged 18 to 21, provided they are on a pre-university course of study;
- children enrolled at university, until they reach the age of 26;
- children with total disability, the condition of whom is documented by the appropriate certification issued by a public facility, without any age limit.

The enrolment of the common law cohabiting partner must be requested at the same time as the employee's enrolment, and the common law cohabiting partner will be eligible for cover provided that the cohabitation began at least two years before the date of the request for enrolment.

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

The enrolment of a cohabiting partner will not be possible if the spouse of the enrolled member is present in the eligible household and no decree of divorce has been issued. A cohabiting partner already enrolled with the Fund loses the right to cover in the event of the employee's marriage to a person other than the cohabiting partner.

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 business to certify, when requesting an extension of cover to the members of the employee's entire family unit, the status of the employee's children dependent on him/her for tax purposes, and to promptly inform FasiOpen if this status should cease, according to the procedures specified by FasiOpen.

The duration of an employee's cover, and that of the entire family unit, will be specifically provided for in the agreement stipulated between the individual business 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 business cancels its FasiOpen membership or decides not to further extend FasiOpen's services to the employee's family unit.

An enrolled business has the right - exercisable only once in relation to an individual employee - to request the re-enrolment of a previously excluded family unit to its list of clients covered.

ART. 6 - DURATION OF MEMBERSHIP AND CANCELLATION

The minimum membership period for businesses is one year.

Businesses 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.

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

ART. 7 - EXCLUSION FROM FASIOPEN

The Fund's 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 business.

Failure to pay the premiums provided for in Article 9 below (or in the instalment plan agreed with FasiOpen), if relating to two consecutive quarters, will lead to the exclusion of the business from FasiOpen and, consequently, of all employees and their family members enrolled with it, without prejudice to the obligation to pay the premiums accrued and due up to the date of exclusion.

In order to re-enrol with FasiOpen, the business must submit a new application to the Fund's Board of Directors, in accordance with Article 4 above, which will assess the terms and conditions of any reinstatement.

Any such exclusion will be notified to the person and company concerned via certified email or registered post with proof of delivery.

ART.8- WAITING PERIODS

For businesses enrolling with FasiOpen without having transferred from other forms of collective supplementary healthcare, the right to refunds for services for their employees (and any family members) begins three months after the enrolment of the business.

The right to refunds for services relating to members of a family unit that was enrolled with FasiOpen subsequently to the business's enrolment begins three months after the family unit's enrolment.

In the event, on the other hand, of the reinstatement of a previously cancelled family unit, that family unit's right to refunds begins twelve months after the month of reinstatement.

ART. 9 - PREMIUM

Businesses 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 business.

The quarterly payment in arrears therefore includes the premium payable by the business, the premium payable by the enrolled employees (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 that in which the employee's enrolment or re-enrolment and, where applicable, that of their family members, took place.

ART. 10 - UNA TANTUM ENTRY FEE

As well as paying the premiums referred to in Article 9 above, all businesses are required to pay an entry fee for each employee enrolled, the amount of which is set annually by the Assembly of Associates and Members. This fee must be paid by the business together with the first quarterly premium payment.

The entry fee is not payable by businesses that, prior to enrolling with FasiOpen and without any interruption, were enrolled with other forms of collective supplementary healthcare.

ART.11- LATE PAYMENT OF PREMIUMS

Refunds for services are 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 premiums in arrears is applied on an annual basis calculated as the legal rate plus 2.5 points. FasiOpen will inform the business and the employees concerned of this suspension.

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

The non-payment of premiums for two consecutive quarters, in the absence of an instalment plan as referred to in Article 12 below, will result in the exclusion of the business and its employees (and any members of their family units covered) from the Fund pursuant to Article 7 above.

ART. 12 - PAYMENT OF PREMIUMS IN INSTALMENTS

Upon reasoned request by the business to the FasiOpen Board of Directors, the latter 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; the regular payment of instalments will prevent exclusions pursuant to Article 7 above from taking place.

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 Associates and Members - is made in relation to the expenditure incurred, with the exception of 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 refund for services exists only if, at the time that the expenditure for the healthcare service is incurred, the person concerned is enrolled with FasiOpen, since the right to refund is related not to the pathological event but to the expenditure incurred.

Refund requests relating to services for each employee covered, and the members of his or her family covered, must be directly sent to FasiOpen by the employee within three months of the date of the expenditure document. This deadline must be regarded as essential to all effects and purposes, after which the right to refund lapses.

Refunds for services owing to events attributable to third parties are subject to the person covered undertaking, according to the terms established by FasiOpen, to pay FasiOpen - up to the amount of the refund - any sum received from any person as compensation, regardless of the damage for which this was awarded, 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 refunds and/or allowances from public welfare organisations

FasiOpen has the right, both before and after the refund of services, to make administrative and medical checks also by means of consultations by doctors appointed by FasiOpen. Any refusal by the person covered to undergo the aforementioned checks will result in the loss of the right to a refund.

Any requests for verification or revisions to the amount of the refund must be submitted to FasiOpen by the person covered, on penalty of forfeiture, no later than thirty days from the date of the refund itself.

FasiOpen has the right to cancel one or more Health Plans provided that written notice is sent to businesses 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.