



NETFERRY SRL

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TERMS AND CONDITIONS TRAVEL GUARD

0. DEFINITION OF THE “TRAVEL GUARD” REFUND GUARANTEE

The Refund Guarantee, known as “Travel Guard,” is provided by NetFerry S.R.L., a company with its registered office at Corso Garibaldi n. 112, 72100 Brindisi, VAT/C.F. 02398840740, REA number CCIAA Brindisi-Taranto BR-143618/05.

The Refund Guarantee (hereinafter also referred to simply as the “Guarantee”) offered by NetFerry S.R.L. **does not constitute an insurance policy under applicable law**, but rather is an optional ancillary service intended to expand the standard refund conditions ordinarily provided by maritime carriers.

The purchase of this service is **subordinate and accessory** to the purchase of a ferry ticket through the NetFerry platform, and cannot be requested or activated independently, nor in the absence of a valid maritime transport contract intermediated by NetFerry. It is governed by the following terms and conditions.

1. OBJECT OF THE GUARANTEE

The Refund Guarantee allows customers to recover the amount paid for tickets, subject to a 15% deduction, in the event of trip cancellation due to unforeseen, documentable events beyond the customer’s control.

The guarantee applies to all cancellation penalties imposed by NetFerry and/or ferry operators, excluding the cost of the Guarantee itself and booking fees. The reimbursable amount cannot exceed the total value of the original ferry ticket purchased.

It is further clarified that the *Refund Guarantee* does not provide compensation to the ticket holder or to third parties for any consequential, indirect, or incidental losses or damages arising from trip cancellation (including, but not limited to, additional expenses, financial losses, reputational harm, or personal inconvenience).

2. COVERED EVENTS

The Refund Guarantee is activated only in cases of trip cancellation caused by one of the following unforeseen and documentable reasons:

2.1 Illness, Injury, or Death

- **Of the ticket holder or their family member:** The guarantee covers events affecting the ticket holder or a direct family member, defined as a spouse, cohabiting partner, children, siblings, or parents.
- **Of the sole travel companion included in the same booking:** Applies to the travel companion uniquely identified in the booking and, secondly, to their direct family member as defined above.
- **Of the sole business partner or co-owner of a company/firm:** The death, serious illness, or injury of the sole partner or co-owner of a company/firm associated with the ticket holder is included.

Required Documentation: Official medical certification issued by a qualified doctor, death certificate, or other suitable documentation proving the **inability to travel on the day of departure**.

2.2 Employment-Related Events

- **Dismissal, suspension from work, or new employment:** Cancellation is covered if caused by:
 - Dismissal or suspension from work (including redundancy or furlough) occurring after the Guarantee purchase.
 - New employment under a fixed-term or permanent contract initiated after the Guarantee purchase.

Required Documentation: Official letter from the employer or relevant authority certifying the change in employment status with a definitive date.

2.3 Natural Disasters or Severe Material Damage to Real Estate

- **Severe Material Damage:** The Guarantee applies in cases of extraordinary and documented material damage to the residence or business premises of the ticket holder caused by events such as fire, flood, burglary, or other exceptional incidents. The damage must require the ticket holder's presence.
- **Natural Disasters Declared by Authorities:** Significant natural events (e.g., earthquakes, floods, or landslides) officially declared by competent authorities (e.g., Civil Protection or Prefecture), preventing access to the destination or departure port.

Required Documentation: Technical report, official certification from competent authorities, or other proof demonstrating inaccessibility or the necessity of presence.

2.4 Summons by Judicial Authorities

- **Mandatory Appearance:** The Guarantee applies to official, binding, and non-postponable summonses by judicial authorities received after purchasing the Guarantee, requiring appearance as:
 - Witness;
 - Defendant;
 - Member of a jury.

Required Documentation: Official notification from judicial authorities indicating the date and obligation to appear.

2.5 Vehicle Accident or Breakdown

- **Impediment Caused by Accident or Breakdown:** Inability to reach the departure port is covered if caused by an accident or breakdown of the private vehicle occurring within 48 hours before departure. The vehicle must be unusable or irreparable within the necessary timeframe to reach the boarding location.

Required Documentation: Report from competent authorities, roadside assistance documentation, or certification of breakdown issued by an authorized repair shop.

3. LIMITATIONS AND EXCLUSIONS

This Guarantee is subject to the following limitations and exclusions, defining cases where no reimbursement is provided or the reimbursement may be reduced.

3.1 General Exclusions

The following cases do not qualify for a refund under the Guarantee:

- **Events not expressly covered under Article 2:** Any cancellation reason not explicitly listed as a "Covered Event" in Article 2.
- **Impediments known at the time of Guarantee purchase:** Events, situations, or circumstances foreseeable or existing at the time of Guarantee subscription.
- **Pre-existing Medical Conditions:** Chronic, progressive, or recurring illnesses. Psychological, psychiatric, or neuropsychiatric disorders. Illnesses or injuries caused by alcohol, drug, or psychotropic substance abuse.
- **Scheduled Medical Interventions:** Surgical operations, medical treatments, or diagnostic exams scheduled before Guarantee purchase.
- **Pre-existing Pregnancy:** Cancellations related to pregnancies ongoing at the time of trip booking.
- **Lack of Travel Documents:** Inability to travel due to expired, missing, or non-renewed mandatory documents such as passports or visas.
- **Extraordinary Events Not Covered:** Strikes, protests, or demonstrations. Bankruptcy of the ferry operator. Acts of terrorism or embargoes. Epidemics or pandemics officially declared by the World Health Organization (WHO) or relevant authorities.
- **Intentional or Gross Negligence by the Customer:** Customers are responsible for ensuring the trip's feasibility before booking.
- **Booking Errors or Omissions:** Errors made during the booking process.
- **Missed Deadlines:** Failure to notify the cancellation promptly or delays in submitting required documentation to activate the Guarantee.

3.2 Group Bookings

- **Individual Application of the Guarantee:** For bookings involving multiple individuals who are not cohabiting or related, the cancellation of one participant does not entitle the entire group to reimbursement. The Guarantee applies solely to the individual directly affected by the covered event and only for their share of the trip.
- **Shared Costs:** Shared costs (e.g., booking fees or other indivisible charges) are non-refundable.

3.3 Reduction of Reimbursement

NetFerry reserves the right to proportionally reduce the reimbursement amount in the following cases:

- **Partial Recovery from the Ferry Operator:** If the ticket holder directly obtains refunds, credits, or other financial benefits from the ferry operator or third parties, the Guarantee will only cover the remaining amount up to the maximum limit provided.
- **Non-Compliance by the Ticket Holder:** Non-compliance with contractual conditions set by the Ferry Operator or this Guarantee may result in reduced or denied reimbursement. Specific exclusions include:
 - **Fraud or falsification:** Submission of falsified or intentionally altered documentation to obtain reimbursement.
 - **Misrepresentation:** False statements or omissions of relevant information about the impediment.
 - **Violation of travel rules:** Non-compliance with boarding rules or Ferry Operator's contractual terms.
 - **Improper use of the Guarantee:** Requests for reimbursement unrelated to events covered under this contract.

In cases of fraud or falsification, NetFerry reserves the right to:

- Automatically cancel the Guarantee without notice.
- Seek compensation for any damages incurred.
- Take legal action to protect its rights.

Note: Fraud or falsification immediately voids all rights under this Guarantee.

4. TERMS OF PURCHASE AND VALIDITY

4.1 Terms of Purchase

The Refund Guarantee must be purchased:

- Simultaneously with the ferry ticket purchase; or
- No later than 24 hours after ticket purchase, provided there are at least 48 hours remaining before the trip departure.

The Guarantee purchase is not allowed if the travel ticket is already subject to cancellation penalties, modifications, or partial usage.

4.2 Commencement and Expiration of the Guarantee

- **Commencement:** The Guarantee becomes effective from the date and time of purchase, provided the conditions outlined in Article 4.1 are met.
- **Automatic Expiration:** The validity of the Guarantee automatically terminates:
 - At the check-in time for the first service booked and indicated on the ferry ticket; or
 - In the event of a no-show by the ticket holder at check-in.

4.3 Temporal Limitations

- **Excluded Events:** The Guarantee does not cover events that occurred prior to its purchase.
- **Subsequent Modifications:** Any changes made to the tickets after Guarantee purchase (e.g., date, itinerary, or passenger name changes) may invalidate the Guarantee, unless explicitly approved in writing by NetFerry or upon payment of a supplemental fee to update the Guarantee.

4.4 Non-Transferability

The Guarantee is strictly personal and linked to the ticket holder and their travel companions included in the booking. It cannot be transferred, assigned to a third party, or refunded, even in cases of voluntary cancellation by the customer for reasons not covered.

5. PROCEDURE FOR ACTIVATION

5.1 Cancellation of the Booking

- **Cancellation Method:** The cancellation must be carried out exclusively via the “My Booking” section available on the NetFerry website (www.netferry.com), following the instructions to automatically generate the applicable cancellation penalty.
- **Irrevocability of Cancellation:** Once the booking is canceled, tickets cannot be reactivated or reinstated under any circumstances. The cancellation is definitive and irreversible.

5.2 Submission of Refund Requests

- **Submission Deadlines:** Refund requests must be submitted within 14 days from the impediment event that caused the trip cancellation via email to travelguard@netferry.com.

Required Information and Documentation to Be Included with the Request:

- Full name and surname of the booking holder.
- Booking reference number (e.g., NFxxxxxxx).
- A detailed description of the reason for the cancellation, along with supporting documentary evidence, which may include but is not limited to:
 - Medical certificates, health reports, or test results;
 - Official declarations such as orders, reports, or certificates issued by public authorities;
 - Any other relevant documentation supporting the reason indicated under Article 2.

All documentation must be submitted at the time of the request. Incomplete or late submissions may result in the denial of the refund request..

5.3 Supplementary Documentation

- **Requests for Additional Documents:** NetFerry reserves the right to request supplementary documentation at any stage of the procedure to verify the declared reasons for cancellation.
- **Deadlines for Document Submission:** All requested documents must be provided within 30 days from the date of request. Failure to provide the documents within this timeframe will result in forfeiture of the right to reimbursement.

5.4 Completion of the Procedure and Reimbursement Deadlines

- **Request Verification:** NetFerry will verify the refund request and the related documentation within 30 days of receiving all required documents.
- **Issuance of Reimbursement:** Once the validity of the request is confirmed, the reimbursement will be issued within 15 business days from the conclusion of the verification process.

5.5 Forfeiture of the Right to Reimbursement

Failure to comply with the following conditions will result in the automatic forfeiture of the right to reimbursement without exception:

- Failure to submit the request within 14 days from the impediment event.
- Failure to provide the requested supplementary documentation within 30 days of NetFerry's request.
- Any omissions or inaccuracies in the provided documentation that render verification of the declared reasons impossible.

6. REIMBURSEMENT METHODS

Once the validity of the request is confirmed, NetFerry will process the reimbursement within 30 days. The reimbursement amount will reflect a 15% deduction and exclude booking fees, which are non-refundable. The reimbursed amount cannot exceed the total ticket cost initially paid.

If the refund request is denied, standard refund conditions as outlined by the ferry operator will apply, which may differ from the terms of the Refund Guarantee offered by NetFerry.

7. APPLICABLE LAW AND JURISDICTION

7.1 Applicable Law

The Refund Guarantee is governed by and subject to Italian law in matters of contracts and obligations. In case of legal conflicts, the mandatory provisions of Italian law, particularly the Civil Code and consumer protection laws (Legislative Decree 206/2005 and subsequent amendments), will prevail.

7.2 Dispute Resolution

- **Exclusive Jurisdiction:** Any disputes arising from the interpretation, validity, execution, or termination of the Refund Guarantee shall be subject to the exclusive jurisdiction of the Court of Brindisi.
- **Amicable Resolution:** Before initiating legal proceedings, the parties agree to attempt an amicable resolution of the dispute through direct negotiation or, where applicable, mediation procedures provided for under Italian law (Legislative Decree 28/2010).

8. PRIVACY

8.1 Processing of Personal Data

Personal data provided by the booking holder for the activation and management of the Refund Guarantee will be processed by NetFerry S.R.L., as the Data Controller, in compliance with EU Regulation 2016/679 (General Data Protection Regulation, "GDPR") and applicable Italian data protection laws, including Legislative Decree 196/2003 and its amendments.

8.2 Purpose of Data Processing

Personal data will be processed solely for:

- Managing the Refund Guarantee, including activities related to the evaluation of refund requests.
- Verifying the documentation provided to support refund requests.
- Fulfilling contractual, legal, and administrative obligations arising from the Guarantee.

8.3 Processing Methods

Data will be processed electronically and/or manually, in compliance with principles of lawfulness, fairness, transparency, data minimization, and confidentiality. Adequate technical and organizational measures will be adopted to ensure the security and protection of personal data against unauthorized access, loss, disclosure, or alteration.

8.4 Full Privacy Policy

The full privacy policy is available on the official NetFerry website at:
<https://www.netferry.com/terms-and-conditions>.

ACCEPTANCE OF TERMS

By purchasing the Guarantee, the Customer declares to have read, understood, and fully accepted the terms and conditions outlined in this contract.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the parties specifically and with full awareness **approve the provisions of this contract** contained in Articles 0 (Definition of the "Travel Guard" Refund Guarantee), 1 (Object of the Guarantee), 2 (Covered Events), 3 (Limitations and Exclusions), 4 (Terms of Purchase and Validity), 5 (Procedure for Activation), 6 (Reimbursement Methods), 7 (Applicable Law and Jurisdiction), 8 (Privacy).