

旅行条件

旅行条件 2011

本旅行約款は2010年4月より施行され、関連規則の変更などに伴い随時更新されます。ご予約された時に有効な約款が適用されますので、必ずご確認ください。

1. Applicable rules and regulations

1.1 This sales agreement for a tourist package in the form of a cruise is subject to these general conditions, in addition to any additional conditions that might be contained in brochures, leaflets or catalogues published by the Organiser, and any other documentation supplied to the passenger by the Organiser.

1.2 The contract will also be subject to the Italian regulations for the application of EC directive 90/314, the applicable terms of the Convention of Brussels of 23rd April 1970 (CCV), and/or the Italian and international regulations on the single services that form part of the tourist package.

1.3 The single clauses of these general conditions have to be regarded as independent of each other. The total or partial invalidity of a single clause or paragraph will not invalidate any other clause or paragraph of these general contract conditions.

2. Stipulation of the contract

2.1 The booking application will be drawn up in a specific form (in a computerised version, where applicable), every part of which should be filled in, to be signed by the passenger.

2.2 The tourist packages sold on line are sales offers in Italy for all legal purposes, and the agreements regarding these are signed in Italy.

2.3 Acceptance of bookings is subject to availability, and is finalised for the purposes of formalising the agreement only upon confirmation by the Organiser (which may take place on line). The bookings are subject to the payment by the passenger of the deposit referred to in article 3.1. Failure to pay the deposit will lead to cancellation of the booking.

2.4 The promotional offers, or those involving special conditions by way of exceptions to those set out in the catalogues, are subject to availability and time limits, in accordance with the conditions laid down by the Organiser from time to time, at the absolute discretion of this latter.

2.5 The duly licensed Travel Agency acts as agent for the passenger and, in accordance with the terms of article 87 of the Consumer Code and article 8 of legislative decree 111/1995, may provide this latter with a copy of the agreement only if it is already in possession of the confirmation from the Organiser, issued as specified in the previous paragraph.

2.6 In the case of a single booking made for a number of parties, whose names are to be listed in the booking form, the party making the booking guarantees that he or she is duly authorised to do so on behalf of the parties concerned, and will also guarantee that the other parties named in the booking form will act in accordance with all the contract obligations.

2.7 Bookings from minors will not be accepted. Without affecting the terms of article 2.6, bookings for passengers who are minors have to be made by parents, guardians or other adults in possession of the necessary powers to do so, and will be accepted only if the minor is to be accompanied by at least one parent or another adult, who will take on full responsibility in this regard.

2.8 As the vessels are not equipped to offer assistance in pregnancy and childbirth, bookings will not be accepted from passengers who, at the scheduled end of the cruise, have entered the 25th week of pregnancy.

2.9 Children are not permitted to sail prior to 6 months of age on the first day of cruise. For the cruises longer than 15 days that are related to the following destinations the minimum age is 12 months: Africa, Far East, Indian Ocean and Unique Journeys.

2.10 The vessels have a limited number of cabins for disabled passengers, and some areas and facilities on board are not accessible by the disabled and/or are unable to accommodate disabled passengers. Consequently, bookings from disabled passengers will be accepted within the limits of such availability and, if necessary, may require that such passengers be accompanied by persons capable of offering them the assistance they require. The Organiser will take no responsibility for setting up alternative schedules onboard the vessel or ashore for disabled passengers and will not be held responsible for any impediment or difficulties encountered by them in making use of the services and activities included in the tourist package.

2.11 At the time of signing the agreement, the passenger will inform the Organiser of any illnesses or physical or mental disabilities that might require special forms of care or assistance. No bookings will be accepted for passengers whose physical or mental conditions make their presence on the cruise impossible or dangerous for themselves or others, or who require forms of care or assistance that it is not possible to guarantee on board the vessel.

2.12 Any information on the cruise which is not contained in the contract documents, brochures or web site of Costa Crociere, or in any other forms of communication, will be supplied to the passenger by the Organiser in accordance with the terms of the consumer code, suitably in advance of the start of the voyage.

2.13 The Organiser reserves the right to make exceptions to these general conditions in the case of specific categories of agreement, such as block bookings or special incentives, for which the terms and conditions will be specifically indicated from time to time.

3. Payment

3.1 Payment for non-web booking

When the agreement is signed, a deposit will be payable. This will be equivalent to the amount specified in the catalogue, and will in any case be no less than 15% of the price, including the full booking fee, where applicable. The balance due will be paid at least 30 days prior to the date of departure. For bookings made less than 30 days prior to the departure date, the full price will be paid at the time when the agreement is signed. Failure to pay the balance due on the dates specified above will lead to the cancellation of the agreement in accordance with the terms of the express termination clause. In such cases, the Organiser will have the right to compensation for any additional damage caused. The travel ticket, which authorises the passenger to gain access to the vessel, will be issued to the passenger after the full balance of the price has been paid. Payments made through Travel Agencies will be regarded as received only when the

price has been paid. Payments made through Travel Agencies will be regarded as received only when the sums in question have been effectively passed on to the Organiser.

3.2 Payment for web bookings

For all bookings made online via Costa's website full or instalments payment is due via credit card or debit card at the time of reservation. Costa Cruises accepts Visa and MasterCard as payment for your cruise. Instalments can be paid only if the cruise holiday is purchased 70 days before departure date. First instalment, which is not refundable, must be 20% of the booking gross total + 100% of the insurance premium, second instalment must be paid within 70 days before ship departure date. Non-payment of the balance of the aforesaid payments on the established dates constitutes a breach that is the subject of the express resolution clause of the contract, such as to cause the legal resolution of the same, subject to the payment of compensation for any further damages suffered by the Organiser. The transportation ticket, which constitutes the legitimising document for access on board the ship, shall be delivered to the passenger after payment of the total balance of the price.

4. Prices

4.1 The prices include the services expressly indicated in the catalogue and the agreement form signed by the passenger. Prices shown in this catalogue don't include i) the service charge for hotel services - as described at page 298 and shown below every pricing grid - payable on board at the end of the cruise. No further service charges are payable to staff, ii) port taxes which consist in a lumpsum that can change according to itinerary and number of days. III) an administration charge of USD 30 per person. The item "I" is indicated next to each price scheme through the indication of "service charge", item "ii" is indicated at bottom of each price scheme through the wording "port taxes".

4.2 The catalogue indicates a minimum price known as "Pronto Price" (Book Immediately) and a maximum price known as "Listino" (Full Fare). For each cruise, a limited number of cabins will be available at the minimum price. When these are no longer available, the remaining cabins may be placed on sale at prices greater than the minimum, of which the passengers will be informed when the booking application is received. Except where otherwise indicated as set out in paragraph 3 of this article below, such prices will be no greater than the maximum price indicated in the catalogue under the "Full Fare" heading.

4.3 The prices indicated in the catalogue may undergo alteration up to 20 days prior to the departure date, as a result of increases following the date of publication of the programme in (i) the cost of air transport, (ii) the cost of marine fuel, (iii) duties and taxes on the services included in the tourist package, including boarding and disembarkation taxes and harbour mooring and airport landing taxes. In situation (i), the price alteration to the package will be equivalent to the full increase in transport costs as debited to the Organiser by the airline. In situation (ii) if there is a fuel cost increase in the cost of marine fuel that is lower than 10% there will be no increase of the cruise price. For fuel cost increase of 10% the price of the cruise (excluding flights, transfers, taxes and any other add-on) will increase by 3%. In case of fuel cost increase higher than 10% the price of the cruise will increase proportionately, starting from the 3% base. Please see following examples: fuel cost increase 15% --> cruise price increase up to 4,5%; fuel cost increase 30% --> cruise price increase up to 9% Prices included in the pricing grids of this catalogue were determined in February 2010, month of the first edition, considering fuel cost of EUR 221,52 per metric ton Platts IFO 380 Genoa average; change 1 USD = 0,78 EUR. (iii) the increase will be equivalent to the entire amount of increase in duties and taxes.

4.4 The prices indicated are per person. If however a passenger becomes the sole occupant of a cabin as a result of withdrawal or cancellation by the other occupants, the passenger in question will have to pay a single cabin supplement.

5. Modifications to the voyage

5.1 If the Organiser is forced to make any significant changes to an essential aspect of the agreement, including the price, prior to the departure date, it will inform the passenger of this fact as soon as possible. For such purposes, a significant modification is a price alteration of more than 10% of the total, or a change which has an effect on factors that can be regarded as fundamental to the cruise considered as a whole. Merely by way of example, modifications of the following kinds are not regarded as significant: (i) changes of carrier, flight times and itineraries, provided the date of departure and arrival remains unchanged and access to and disembarkation from the vessel are permitted on the dates and at the times scheduled for the cruise, (ii) the replacement of the ship on the basis of the terms of article 5.4, (iii) changes to the cruise itinerary on the basis of the terms of article 5.5, (iv) the allocation of a different cabin on the basis of the terms of article 12, (v) changes to the type of hotel accommodation, provided the hotel belongs to the same category (vi) changes in the scheduling of events and other forms of entertainment on board the vessel.

5.2 A passenger who receives notification of a change to an essential aspect or a price modification of more than 10% will have the right to withdraw from the agreement without the application of any penalty, or to accept the modification, which will then become a part of the agreement, with the precise specification of the changes and the effect of these on the price. The passenger will inform the Organiser of its decision - through the Travel Agency where appropriate - within 2 working days of the date when he or she becomes aware of the modification. If no such written notification is issued, it will be understood that the modification has been accepted.

5.3 If the Organiser is unable to supply an essential part of the services specified in the contract due to reasons not attributable to the actions or conduct of the passenger, it will provide alternative solutions compatible with the technical and safety requirements, at no additional cost to the passenger. If the alternatives supplied are of a value that is significantly lower than the scheduled services, the passenger will be reimbursed within the limit of the differences in value. If no alternative solution is possible or the solution proposed by the Organiser is turned down by the passenger for acceptable, justified and proven reasons, the Organiser will provide a means of transport equivalent to that laid down for the return to the point of departure, or to any other destination that might be agreed upon, at no additional cost, only if such a solution is objectively indispensable in the circumstances. The Organiser will reimburse the passenger for the services not used, after deduction of the costs sustained by the Organiser in any way.

5.4 It is acknowledged that the Organiser has the right to replace the scheduled vessel with another of similar specifications if this is necessary for technical or operational reasons, or in relation to the safety of the ship.

5.5 The Organiser, and the Captain of the vessel on behalf of this latter, have the right to modify the cruise itinerary due to unforeseen and uncontrollable circumstances or for reasons regarding the safety of the ship or its navigation.

6. Withdrawal by the Passenger

6. Withdrawal by the Passenger

6.1 The passenger may withdraw from the agreement without incurring any penalty only if he or she has been informed of the modification of an essential aspect under the terms of article 5.1 above. In such a case, if the passenger should withdraw from the agreement he or she will have the right to make use of an alternative package, or to the reimbursement of the payments already made at the time of the withdrawal. The package that the passenger decides to make use of will have to be of an equivalent or greater value (but without price supplements) to that originally selected. If the Organiser is unable to offer a package of an equivalent or greater value, the passenger will have the right to the reimbursement of the difference.

6.2 A customer who withdraws from the agreement for reasons other than those specified in the previous paragraph will be debited with the following sums: USD30 per person for administrative costs in the event of withdrawal

15% of the package price in the event of withdrawal less than 60 days prior to the departure date

30% of the package price in the event of withdrawal less than 41 days prior to the departure date

50% of the package price in the event of withdrawal less than 28 days prior to the departure date

80% of the package price in the event of withdrawal less than 14 days prior to the departure date

A passenger who withdraws within 1 day of the departure date, fail to turn up in time for departure withdraws from the voyage after it has begun for any reason will have no right to any reimbursement and will have to pay the price in full. For the Around the World Cruise only, the clause 6.2 will be replaced by the following:

A passenger who withdraws from the contract for reasons other than those set out in clause 6.1 above will be liable to pay the sums indicated below:

20% of the package price in the event of withdrawal less than 120 days prior to departure

40% of the package price in the event of withdrawal less than 90 days prior to departure

60% of the package price in the event of withdrawal less than 60 days prior to departure

80% of the package price in the event of withdrawal less than 45 days prior to departure

100% of the package price in the event of withdrawal less than 30 days prior to departure

6.3 In the event of cancellation covered by an insurance policy, the Organiser should be notified of this at the same time as notification is issued to the insurer. Any difference between the sums due from the passenger on the basis of the terms of article 6.2 above and the sums paid by the insurance company will be payable by the passenger.

7. Replacements

7.1 A passenger who is not in a position to make use of the tourist package may be replaced by another person provided: a) the Organiser is informed of this fact in writing within 4 working days of the scheduled departure date, at which time the identity details of the replacement should also be provided; b) there are no reasons relating to the possession of passports, visas or health certificates, or with regard to hotel accommodation, transport services or any other factors that would make it impossible for the person replacing the passenger who has withdrawn to make use of the package; c) the person replacing the original passenger pays any sums specified in the catalogue as replacement costs to the Organiser.

7.2 In such a case, the passenger will in any case pay a sum of 30 euros per person as administrative costs. The passenger withdrawing and the replacement will be jointly responsible for the payment of the balance due and the payment of the sum referred to in point c) of article 7.1 above.

7.3 The travel ticket is transferable only in the event of replacement for the purposes of the agreement, in accordance with the terms set out in the previous paragraphs.

7.4 The right of replacement referred to in the previous paragraphs is subject to the exceptions and limits laid down in the regulations, with particular reference to the security regulations applicable to the single services forming part of the package.

7.5 Replacement for reasons other than those which make it impossible for the original passenger to make use of the tourist package, or notification of replacement received by the Organiser following the term specified in article 7.1, will be regarded as equivalent to the withdrawal of the passenger and a new booking by the replacement. In such a case, the withdrawing passenger will be obliged to pay the sums referred to in article 6.2, and the replacement passenger will be obliged to pay the full price.

8. Failure to execute

8.1 If at any time prior to the departure the Organiser should announce the cancellation of the package covered by the agreement for any reason other than those attributable to the actions of the passenger, the Organiser will offer the passenger the right to make use of a replacement package, or reimbursement on the basis of the methods set out in the paragraphs which follow. The replacement package offered by the Organiser will be of an equivalent value to that of the package cancelled. If the Organiser is unable to offer a replacement package of an equivalent value, the passenger will have the right to the reimbursement of the difference.

8.2 If the Organiser should cancel the tourist package in accordance with the terms and effects of article 1469 (ii), paragraph 5, of the Italian civil code, it will repay the passenger double the amount that this latter has effectively paid out and which has effectively been received by the Organiser, with the exception of cases of unforeseen or uncontrollable circumstances, failure to obtain the minimum number of participants or refusal on the part of the passenger to accept the replacement package offered by the Organiser. The sum to be repaid will in no circumstances be greater than double the amounts owed by the passenger under the terms of article 6.2 on the date of repayment.

8.3. In the event of unforeseen or uncontrollable circumstances, failure to obtain the minimum number of participants or refusal on the part of the passenger to accept the replacement package offered by the Organiser, as referred to above, the passenger will have the right to the reimbursement of the sums already effectively paid out only.

9. Obligations of Passengers

9.1 The passenger has to be in possession of a personal passport or other valid document for entry into all the countries in the itinerary, along with any residence visas or health certificates that might be required, in accordance with the nationality of the passenger. Unless otherwise specified, the information contained in the catalogues in this sense refers to passengers whose nationality is that of the country in which the catalogue is published.

9.2 The passenger will also conduct him/herself in such a way as not to interfere with the safety or

9.2 The passenger will also conduct himself in such a way as not to interfere with the safety or disturb the peace and enjoyment of the cruise by the other passengers, and will act in accordance with the rules of normal prudence and diligence, follow all the instructions issued by the Organiser and comply with the administrative and legislative regulations relating to the voyage.

9.3 Passengers will not bring goods, live animals, weapons, munitions, explosives or inflammable, toxic or hazardous substances on board the vessel without the written consent of the Organiser.

9.4 The passenger will be responsible for all the damages that the Organiser might suffer as a result of failure to act in accordance with the obligations set out above. More specifically, the passenger will be responsible for all damage caused to the vessel or its furnishings and fittings, damage caused to other passengers and third parties, and all sanctions, fines and costs to which the Organiser is subjected due to the conduct of the passenger by the port, customs or health authorities or by any other authorities in any of the countries on the cruise itinerary.

9.5 The passenger will provide the Organiser with all the documents, information and other materials in his or her possession which might be necessary with a view to acting on his or her behalf, on the basis of the terms of the final paragraph of article 12 of these general conditions, with regard to third parties responsible for any damages suffered by the passenger, and will be responsible to the Organiser in the event of any prejudice caused to this right to act on his or her behalf.

9.6. The passenger will provide the Organiser with all the information necessary to enable this latter to comply with its security obligations, with particular reference to the terms of EC directive 98/41 and the ministerial decree of 13th October 1999.

[10. Powers of the Captain](#)

10.1 The Captain of the ship is fully entitled to proceed without a pilot, to tow and assist other ships in any circumstance, to deviate from the plotted course, to put into any port, whether or not this is on the ship's itinerary, and to transfer a passenger and his or her baggage to another ship with a view to continuing on the voyage.

10.2 The passenger is subject to the disciplinary powers of the Captain of the ship in relation to all matters regarding the safety of the vessel and its navigation. If in the opinion of the Captain a passenger is unable to undertake or continue on the voyage for any reason, or is a risk to the health and safety of the other passengers and crew, or to the safety of the vessel, or the conduct of the passenger is such as to interfere with the enjoyment of the cruise by the other passengers, the Captain will have the right, depending on the circumstances, to a) prevent the passenger concerned from coming aboard the vessel, b) have the passenger disembark at an intermediate port, c) prevent the passenger from disembarking at an intermediate port, d) deny the passenger access to specific areas of the ship or prohibit him or her from taking part in specific activities on board. Similar measures may be adopted of their own initiative and within the limits of their rights in law or under the terms of the contract by airlines or other service providers. The Organiser will take no responsibility for any such measures that might be adopted.

10.3 The Organiser and the Captain of the ship will have the right to carry out any order or directive issued by the governments or authorities of any state, or by parties acting or declaring that they are acting on behalf of and with the consent of such governments or authorities or any other parties with the right to issue such orders or directives, on the basis of the conditions of the ship's insurance cover against risk of war. No actions or omissions on the part of the Organiser or Captain in relation to or as a consequence of such orders or directives will be regarded as non-compliance with the contract. The disembarkation of the passengers and their baggage in accordance with such orders or directives releases the Organiser of any responsibility for the continuation of the voyage or the repatriation of the passengers.

[11. Pledge and retention](#)

The Organiser has the right to withhold the baggage and other property of the passenger and use these as a pledge of credit for the payment of any additional sums due from the passenger for the goods and services acquired on board.

[12. Accommodation on board the vessel or in hotels](#)

12.1 The Organiser has the right to allocate the passenger to a cabin different from that agreed upon, provided it belongs to the same category.

12.2 When included in the package and where no official classification of hotels exists, the hotel accommodation will be allocated on the basis of reasonable equivalents to the classification system in use in Italy.

[13. Organiser's responsibilities](#)

13.1 The Organiser is responsible for the damage caused to the passenger due to total or partial failure to provide the services due under the terms of the contract, whether these are to be provided by the Organiser in person or by third party service suppliers. The Organiser will not be held responsible if the damage is due to the actions of the passenger (including any initiatives taken by this latter during the execution of tourist services) or a third party not involved in the supply of services under the terms of the agreement, unforeseen or uncontrollable circumstances or any other circumstances that the Organiser could not have foreseen or been able to resolve with the application of due professional diligence.

13.2 All exemptions from or limitations of responsibility, justifications or objections that could be invoked by stipulation of the contract.

13.4 When the Organiser has paid compensation to a passenger, it takes over this latter's rights and entitlement to take action against the liable third parties.

[14. Limits of compensation](#)

14.1 The compensation due from the Organiser will in no circumstances be greater than the indemnities

which apply and the limitations to these as laid down in the Italian and international regulations in force on the service whose failure to supply has brought about the damage, where applicable. If no specific regulations apply to the service in question or the regulations which do apply do not lay down any limits on the indemnities payable by way of compensation, the limitations set out in article 13.2 of the Convention of Brussels of 23rd April 1970 (CCV) will apply.

14.2 If the Organiser is also the owner, operator or charterer of the vessel used in the cruise, this will have no effect on the application of the regulations on the limitation of debts as set out in articles 275 and following of the code of shipping, or, to the extent that it applies, the Convention of Brussels of 10th October 1957 or the Convention of London of 19th November 1976 and subsequent modifications.

[15. Excursions](#)

15.1 The excursions are subject to the general contract conditions of the local operator supplying the services and the national regulations that apply.

15.2 The prices and itineraries of the excursions as published in the catalogue are provided merely as a guideline, and are subject to variations. The timing and itineraries of the excursions may be subject to alteration in accordance with outside circumstances, such as the weather conditions, strikes, transport delays and similar, and on the basis of the operating requirements of the service suppliers.

15.3 If an excursion is cancelled for technical reasons, due to unforeseen or uncontrollable circumstances or due to failure to obtain the minimum number of participants, Costa Crociere will reimburse the passengers to the extent that such reimbursement has been made available to the local operator.

15.4 Unless otherwise specified, the excursions will take place using vehicles which are not specifically equipped for disabled users.

15.5. Special conditions, requirements or regulations may apply to certain types of excursion, depending on the conditions that apply to the specific circumstances, such as the use of means of transport driven by the passengers themselves.

[16. Air transport](#)

16.1 When a flight ticket or other travel document is issued by an airline in the name of the passenger and this is accepted by this latter, an air transport contract is set up between the passenger and the issuing airline.

16.2 Consequently, with regard to air transport of any kind, Costa Crociere cannot be regarded as an airline or an organisation adopting the role of an airline, as such a position is taken up exclusively by the air transport company indicated, and/or those delegated to act on its behalf, with all the connected risks and responsibilities, which cannot therefore be attributed in any way to Costa Crociere, even in an indirect or intermediary manner. The rights of the passenger on the basis of the air transport contract and the regulations applicable to it (Convention of Montreal of 28th May 1999, EC regulation no. 889/2002, national regulations), including the right to compensation for damages in the event of death or personal injury, are therefore limited to the relationship between the passenger and the air transport company. The air transport company has exclusive responsibility for the obligations set out in EC regulation no. 785/2004.

16.3 If the legally valid flight ticket is not attached to the documentation supplied to the passenger by Costa Crociere, the passenger has to issue a request for this to the airline directly. The airline guarantees the existence of the ticket in question, its custody for merely logistical reasons, its conformity with the regulations that apply, and its immediate and unconditional availability to the passenger directly, at its own expense and upon its own responsibility, on the understanding that the airline has also issued identical guarantees to Costa Crociere.

16.4 The obligations laid down in EC regulation no. 261/2004 apply exclusively to the air transport carrier, as defined in the regulation in question, and no responsibility in this sense will be accepted by Costa Crociere, either in its position as Organiser or for any other reason. The passengers should therefore direct any claims that they might have in relation to EC regulation 261/2004 to the air transport carrier. In exercising their rights deriving from EC regulation no. 261/2004 with the air transport carrier, the passengers should take the necessary care to safeguard the execution of the tourist package as a whole, and to avoid damaging the rights and faculties of the Organiser on the basis of this contract and the regulations that apply to it.

16.5 Costa Crociere will include a flight memo in the documentation supplied to the passengers, with the sole purpose of reminding the passengers of the flight information required by them. The inclusion of the flight memo and/or warnings or other information on air transport and the legislation and contract clauses applicable to this in the documentation supplied to the passengers should therefore be regarded merely as a guideline. 16.6 The use of hard copies, trade marks, logos or any other elements making reference to Costa Crociere in the documentation referred to in article 16.5 is due to printing requirements only, and cannot be regarded as a modification and/or denial, even in a tacit or partial sense, of the other terms of this article.

[17. Ship's Doctor](#)

17.1 The ship's doctor provides assistance to the passengers as an independent professional, not as an employee of the Organiser. The use of the services of the ship's doctor is therefore voluntary, and any fees due will be payable by the passengers.

17.2 The decisions of the ship's doctor as to whether or not a passenger is in a condition to embark on board the vessel and/or continue with the cruise are binding and not subject to appeal.

[18. Custody of valuables](#)

A safety deposit box is made available to the passengers on board the ship. The Organiser will accept no responsibility for cash, documents, stocks, jewellery and other precious objects which are not kept in these safe deposit boxes.

19. Obligation to provide assistance

The obligation on the part of the Organiser to provide assistance to passengers is limited to the diligent supply of the services as specified in the contract and the obligations imposed on it by the legislation in force.

20. Claims and claim reports

Any complaints regarding the organisation or running of the cruise have to be reported by the passenger in writing in the form of a claim at the time when these arise or, if this is not possible for any reason, within 10 days of the scheduled date of return to the starting point. The Organiser will examine all the claims presented promptly and in good faith, and will do everything possible to bring about a swift, fair, amicable settlement.

21. Insurance cover for assistance/medical and baggage costs

21.1 Upon signing the booking agreement, the passenger may opt to make use of the insurance policy presented along with the application, by paying the full cost of the premium. If the passenger does not intend to make use of this policy, he or she will have to confirm to the Organiser that he or she has taken out a different policy to cover the same risks, upon the same conditions and with the same maximum sums insurable.

21.2 The insurance relationship is set up directly between the passenger and the insurance company, and all the obligations and duties regarding the insurance policy are therefore the exclusive responsibility of the passenger.

22. Guarantee fund

A National Guarantee Fund has been set up by the government, and is at the disposal of passengers, in accordance with the terms of article 100 of the consumer code (article 21 of legislative decree 111/1995), in the event of the insolvency or bankruptcy of the Organiser, with a view to safeguarding the following requirements: a) reimbursement of the price paid; b) repatriation in the case of foreign travel. The fund will also guarantee the immediate availability of funds in the event of the compulsory return of tourists from countries outside the European Union due to emergencies, whether or not these are a consequence of the conduct of the Organiser. The methods laid down for the operation of the fund are established by means of a prime minister's decree in accordance with the terms of article 100, paragraph 5, of the consumer code (article 21 of legislative decree 111/1995).

Confidential nature of personal data

"We wish to provide our customers with certain information on the collection and use of the personal data required at the time of booking. The personal data are collected by the Travel Agent with which the customers make the booking. Under the terms of legislative decree 196/2003, the Travel Agent is obliged to pass on this information (article 13) and, where necessary, obtain the consent of the customer to do so (article 23). Costa Crociere, as the company responsible for processing the data, is informed by the Travel Agent of the customer's identity details, which are necessary for the fulfilment of the obligations deriving from the contract and any legal obligations and provisions in the case of foreign travel. This notification does not require the consent of the customer, as it is necessary with a view to supplying the services required by the customer under the terms of the agreement. When necessary with a view to fulfilling the obligations deriving from the agreement signed by the customer or in accordance with a legal obligation, the customer's data may be passed on to persons, companies, associations or professional bodies which provide Costa Crociere with services and assistance, some of which might be based abroad, as well as to affiliated companies and those belonging to the same group as Costa Crociere, both in Italy and abroad. The collection and processing of the personal data will take place by means of electronic support tools and on hard copy, and will in any case take place in accordance with the terms of legislative decree 196/2003. The above also extends to the information required with a view to complying with the security measures. The customer may exercise his or her rights in accordance with the terms of article 7 of legislative decree 196/2003, either through the Travel Agent or by contacting the Marketing Department, Costa Crociere, Piazza Piccapietra 48, 16121 Genoa". Policy no. 239443166, taken out with GENERALI S.p.A.

23. Jurisdiction

Any dispute that may arise pursuant to this present contract shall fall exclusively under the jurisdiction of the Law Court of Genoa. This Insurance Contract is governed by Italian Law and by the provisions of these General Conditions, as well as the Specific and Special Conditions of the Policy which constitute a single unit forming the basis for the insurance, which covers only the risks specified in said Policy. All litigation arising from the execution and interpretation of this Contract shall be subject to the jurisdiction of the Italian Court.