COMMUNICATING TO THE TAX OFFICE SUMS PAID TO CLAIMANTS
doubts on interpretation concerning Presidential Decree no. 223 of 4 July 2006 as amended bylaw no. 248 of 4 August 2006 and concerning the Order of the Director of the Revenue Branch dated 19 January 2006

	TRANSPORT QUERIES	**ANIA TAX SERVICE OPINION**
	A. QUERIES OF A GENERAL NATURE	
A. 1	Sums must be communicated in Euro. What happens in a case concerning foreign currencies?	The value of the foreign currencies must be converted into Euro.
A. 2	Should acceptance of the signed receipt or disbursement be communicated at the time of issue of the deed of settlement ?	"The obligation, to our knowledge refers to the sums arising from the description of the loss at the end of the loss settlement phase, including partial settlement, rather than at the time of payment, hence independently from a case where the payment might not subsequently be successfully finalised or might be for a different amount". (see our Ref. 70 of 19 February 2007 hereinafter "circular", Page 6).
A. 3	The person of the claimant and that of the beneficiary of the disbursement might not be the same. In such a case how will information be communicated?	The data concerning the party receiving the financial indemnity is communicated.
A. 4	Should the beneficiary not be resident, should no information get communicated, not even for the resident party supplying services / repairs / etc. ?	We consider that in such a case, no information has to be communicated, since in the layout of the records of the detail relating to the data of the beneficiary, completion of the field relating to the fiscal code (or VAT no.) of the beneficiary of the disbursement is compulsory and the submission of the file without such inclusion may not be communicated. This statement will apply until the Revenue Branch supplies the requisite clarifications.

A. 5	Should the claimant be a non resident party and resident parties become involved who supply service / repairs / etc., must information be communicated to the latter?	See the reply above, if the claimant and the beneficiary are the same.
A. 6	Should the beneficiary be a resident party and no resident parties who supply service / repairs / etc. get involved, must information be communicated on the former?	"It does not appear clear if information on the sums settled should be communicated in the not infrequent event where, in the settlement of the loss, no third party involvement has been registered. As a matter of prudence it is our opinion that information on the sum disbursed to the claimant should be communicated anyway, including in such a case" (see page 5 of the circular)
A. 7	Should the beneficiary be a public body, must the information be communicated ?	Yes, the information should in any case be communicated.
A. 8	Must "parties whose services do not get evaluated for the purpose of quantifying the sum paid" in any case be subject to communication ?	We consider that the data of all the resident parties whose services are known to the company should be communicated, since no criterion for establishing if the services for the purpose of quantifying the sum paid have been evaluated.
A. 9	Are there categories to be excluded from the "parties whose services are evaluated for the purpose of quantifying the sum paid" ? Or does the description "etc" embody all of them?	We consider that broadly speaking there are no exclusions among the categories of parties supplying services.
A. 10	If supplies of goods play a part for the purposes of evaluation of the sum paid, must they be communicated?	No, since they do not qualify as "services".
A. 11	In the scope of Civil Liability policies, must the "charges" received by the insured which constitute neither services nor repairs nor supplies of goods be communicated ?	The provision in the comment establishes that the data of *"parties whose services have been evaluated for the purpose of quantification of the sum to be settled"* must be communicated. Therefore if the debt received by the insured arises from a service which is involved in the quantification of compensation, the data of the party who provided the said service must be communicated.
A. 12	In the event where the receipt is signed by a number of policy holders, how should information be communicated ?	Signature of the receipt by a number of policy holders has no relevance since the party concerning whom the information is communicated is the beneficiary of the indemnity (see A. 3).
A. 13	Under which criterion will the administrative penalties for omitted, incomplete or inaccurate communications be applied by the Revenue Branch ? Will such penalties be concerned with the communication in its entirety ? Or with an individual communication covers it or ought to cover it ?	Art. 13 sub para 2 of Presidential Decree no. 605 of 19723 applies. We consider that the penalty refers to the communication in its entirety (see page 8 of the circular).
A. 14	In the event where the indemnity is paid to a body subject to a bond, should it figure in the communication ?	Yes, if the beneficiary of the indemnity is the said party

A. 15	What happens if the receipt sent by the company is not accepted by the beneficiary and the company issues another (in principle for a higher amount) ?	The communication of information is annual; it must be communicated by 30 April every year with reference to the data of the previous year. Therefore we consider that "when for the same loss several payments are made either in the course of the same year or in different years, the information shall be communicated cumulatively for the payments taking place in every year. (see page 7 of the circular). Furthermore if for example the company settles a loss which is refused and the next year settles once more the same loss for a higher sum, only the difference has to be communicated while the data of possible third parties who are the providers of services will not have to be communicated, since it would amount to a pointless duplication of data).
A. 16	How are errors indicated which might have involved a virement and a consequent update?	In consistency with the previous reply, if the adjustment made by the company generated a sum with a minus sign, we consider that nothing should be communicated.
A. 17	Considering that the lead company must communicate the indemnities 100 %, how is it involved in the event of separate receipts (and hence separate payments) ?	"As regards the losses managed by coinsurance, it is preferable that the data relating to the loss settled are communicated for the whole by the lead company, otherwise every co-insurer should communicate besides the quota of compensation under their own responsibility, also the data identifying the said party (i.e. the party whose services are involved in the quantification of the sum settled), the same for each one of the communications" (see page 3 of the circular).
A. 18	In the case referred to in question A. 17, does the information about the party supplying the services / repairs / etc. have to be communicated by the leading company?	See the previous reply.
A. 19	Are parties whose services have been evaluated for the purpose of quantification of the sum to be settled limited to bodies tasked by the beneficiary / claimant or do they also include those tasked by the company ?	In a case where it is the company which tasks and pays a third party provider of services, there is no obligation to communicate since the requirement for an inland revenue check is guaranteed by the company accounts in which are recorded the invoices received and the data of the party supplying the service. Moreover this data will figure in the latest updated client - supplier list and in a case of deductions at source, also in the declaration of the substitutes form 770.
A. 20	In relation to the communication of parties which supply services / repairs / etc., if the lead company does not know their Fiscal Code or VAT no., what are the consequences regarding penalties for the said company in a case where it is not possible completely to obtain the relevant identification data ?	"... the layout of the records ... specifies the inclusion of the identifying personal data of the supplier of services evaluated in settlement as an alternative to the fiscal code; companies should therefore include the said personal data only in default of the relevant fiscal code (non compulsory field)" (see page 6 of the circular); with regard to the penalty consequences we refer back to the circular.

A. 21	In relation to the communication of the sum paid to parties providing services, is the invoice pro forma addressed to the claimant to be considered as a document in evidence ?	Yes, the invoice pro forma can be considered appropriate documentation.
A. 22	Must information on the costs sustained by the claimant for freight charges, storage costs, sorting, repackaging etc. for which the relevant bills are produced and for which the company effects a "bargain" compensation be communicated ?	The information must be communicated for every cost sustained by the claimant for the provision of services / repairs / etc. and then reimbursed, including partially, by the insurance company.
B. Queries relating to the HULLS sector		
B. 1	In losses relating to pleasure craft, are the invoices and in certain cases estimates involved in the loss quantification? Must the latter be communicated ?	"... the presentation of a simple estimate is not necessarily evidence that a service has been provided; the request for an estimate is not in fact binding for the purpose of performance thereof" (see page 7 of the circular).
B. 2	In practice, the sum paid to the claimant frequently includes a fairly long list of resident bodies who have supplied services (including hotels, restaurants etc.) Is it necessary to communicate information on each one?	Yes, all the services provided by resident parties must be communicated.
B. 3	There are contracts (commonly described as "to follow") in which an Italian company performs the role of coordinator for the co-insurers on the Italian market, in relation to a foreign company to which the risk is delegated. In particular it is the latter company, in the exercise of its functions, which manages the settlement of the loss. In such a case, where a specific receipt is submitted for the Italian market, the whole documentation relating to the loss remains in the possession of the leading company. In such a case and in the presence of beneficiaries and resident parties who provide services / repairs/ etc. must the Italian company make the relevant communications ?	No. The obligation to communicate information in relation to losses settled by non resident companies resides in the company which settles the loss for and on their behalf (for example, UCI). It also devolves upon the tax representatives of companies operating in Italy in a system of freedom of provision of services (see page 3 of the circular).
B. 4	There are cases where the Italian company is the leading company on the Italian market for a risk quota (e.g. 60 %) while the balance thereof (40 %) is insured on foreign markets or not insured (ship owner's uninsured element). In such a case does information relating to the indemnity and that relating to the parties providing a service under these criteria have to be communicated ?	There are two possibilities according to which the composition of the insured quota in the foreign markets is known, or otherwise: (a) If the foreign quota is known, the whole of the indemnity and the services is communicated; (b) if the foreign quota is not known, in whole or in part, in respect of the indemnity, the quota of the Italian market and the quota of the foreign markets known is communicated while in respect of the services the data for the whole is communicated.
C. Queries relating to the GOODS sector		

C. 1	In respect of a civil liability policy where the claimant in insurance terms is the carrier, must invoices which could be settled by the owner of the goods and which are subsequently charged to the carrier be included ?	See the reply to question A. 11
C. 2	In respect of a civil liability policy is it sufficient to communicate what has been charged by the last carrier to that which is the object of the indemnity or is it necessary to include the whole chain of charges ?	See the reply to question A. 11