



ITAS Active

CONDITIONS OF INSURANCE

Policy for accident and civil liability cover during recreational sports activities



Edition 04/2023

These Conditions of Insurance have been compiled in accordance with the "Clear and Simple Contracts" guidelines

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What are consultation boxes?

Consultation boxes are specific spaces that can be easily identified within the contractual conditions and provide clarification of specific terms or subjects, or indicate who to contact or how to get help if necessary. These boxes have no contractual value but serve as information only and, for this reason, it is important to always refer to the conditions to which they relate.

GLOSSARY

Policyholder:	The person who takes out insurance cover for himself, his family or a group of people under a collective policy.
Insured:	The Policyholder and the persons whose interests are protected under the insurance.
Insurance Certificate:	The document providing proof of insurance, sent by email to the policyholder.
Contracting Party:	The person taking out the insurance for the benefit of the participating Insured.
Property:	Material objects and animals.
Excess:	For civil liability insurance: the part of the indemnifiable loss, expressed as an absolute value, that remains the responsibility of the Insured. For permanent disability insurance: the part of the damage excluded from compensation, expressed as a percentage of permanent disability.
Incident:	An accidental event involving the Insured with vehicles and/or persons.
Permanent Disability:	Total or partial permanent loss, as a result of an Accident, of the Insured's ability to perform any work, regardless of his/her profession.
Indemnity:	The sum payable by the Company in the event of a claim.
Accident:	An event due to accidental, violent and external causes that results in objectively ascertainable physical injuries.
Maximum Cover:	The maximum amount that the Company is required to pay for each claim.
Period of Cover:	The period corresponding to the duration of the service purchased from or offered by the Contracting Party.
Premium:	The sum payable by the Contracting Party to the Company.
Compensation:	The sum paid by the Company to an injured third party in the event of a claim.
Uncovered Portion:	The part of the indemnifiable loss, expressed as a percentage, that remains the responsibility of the Insured.
Claim:	The occurrence of the harmful event for which the insurance is provided.
Company:	ITAS Mutua, which provides the insurance cover.
Recreational Sports:	Sports activities carried out for strictly recreational purposes, even if performed by members of sports federations or associations/entities recognised by CONI (Italian National Olympics Committee), in any case not specifically aimed at participating in competitions, matches or any competitive sporting event.

GENERAL RULES

Article 1.1 – FEATURES OF THE CONTRACT

Itas Active is a collective policy taken out by the Contracting Party for the benefit of those subscribing to the service it offers. The moment the Insured uses the service offered by the Contracting Party, he or she is automatically covered.

An up-to-date list of Insured persons is kept in the Contracting Party's records, which it undertakes to provide to the Company at any time at the latter's request.

The insurance certificate can be downloaded by the Insured by following the "QR CODE" enrolment procedure indicated by the Contracting Party at the time of purchase/enrolling in the service offered by the latter.

What is a collective policy?

A collective policy is a contract entered into by a contracting party in the interest of several insured persons; in particular, those insured by ITAS Active are people who practise sports in their free time.

Article 1.2 – DECLARATIONS REGARDING THE CIRCUMSTANCES OF THE RISK

Inaccurate statements or omissions on the part of the Policyholder regarding circumstances that affect the assessment of risk **may result in total or partial loss of the right to Indemnity and termination of the insurance cover**, pursuant to Articles 1892, 1893 and 1894 of the Italian Civil Code.

Article 1.3 - COMMENCEMENT OF COVER

The Insurance cover is effective from the moment of commencement of the service offered by the Contracting Party

Article 1.4 - CHANGES TO THE INSURANCE

Any changes to the insurance cover must be evidenced in writing.

Article 1.5 - EXEMPTION FROM THE OBLIGATION TO REPORT PRE-EXISTING SIGNIFICANT PHYSICAL DEFECTS OR MUTILATIONS

The Contracting Party and the Policyholder are exempt from reporting any significant physical defects or mutilation that the Insured were suffering from at the time of conclusion of the contract, or that occur subsequently.

Article 1.6 - EXEMPTION FROM THE OBLIGATION TO REPORT OTHER ACCIDENT INSURANCE

The Contracting Party and the Policyholder are exempt from the obligation to report any individual accident cover contracts that the Insured persons have concluded or conclude on their own behalf.

Article 1.7 – PERIOD OF COVER

The period of cover corresponds to the duration of the service purchased from or offered by the Contracting Party.

Article 1.8 - RIGHT OF WITHDRAWAL

If the insurance contract is taken out remotely and **cover is for a period of one month or more**, the Policyholder has the right to withdraw within 14 days of the date of signature. To exercise this right of withdrawal, a request for withdrawal must be made to the Company by certified electronic mail to the address itas.mutua@pec-gruppoitas.it or by registered letter with acknowledgement of receipt containing the identification details of the contract.

Article 1.9 – TAX CHARGES

Tax charges relating to the insurance are borne by the Contracting party.

Conditions of Insurance

ITAS Active

Article 1.10 – REFERENCE TO PROVISIONS OF LAW

This insurance contract is governed by Italian law. The provisions of law shall apply to all matters not otherwise regulated herein.

Article 1.11 – TERRITORIAL SCOPE

The insurance cover is valid in the territory of all European states.

Article 1.12 – AGE LIMIT

The cover described in the Section entitled "Accidents" is provided for persons **up to the age of 85**.

WHAT IS COVERED

The following risks are covered for the sums insured and/or up to the maximum cover agreed **within the limits established in the table in Article 2.3 - Maximum cover, limits, uncovered portions and excesses.**

Article 2.1.1– ACCIDENT COVER

The insurance applies to accidents that the Insured suffers **during recreational sports activities.**

This cover also includes accidents caused by:

1. asphyxia of a non-morbid origin;
2. acute poisoning caused by the ingestion or absorption of substances;
3. drowning;
4. hypothermia or exposure;
5. electrocution;
6. sunstroke or heat;
7. animal bites, bites from insects or arachnids and subsequent diseases;
8. incompetence, imprudence or negligence, including where grave;
9. illness or alteration of consciousness, **unless the illness or alteration of consciousness is a consequence of the illnesses indicated in Article 2.2.2 – Exclusions from accident cover;**
10. gross negligence of the Insured and the Beneficiary, in partial derogation of Article 1900 of the Italian Civil Code and without prejudice in any case to the provisions of Article 2.2.1 - Common exclusions for all cover.

Accident cover provides for the following cover:

a. PERMANENT DISABILITY

If the Accident results in Permanent Disability **occurring within one year of the date of the Accident**, the Company will pay an indemnity calculated on the sum insured for Permanent Disability, based on the percentages indicated in Annex No. 1 of Presidential Decree 1124 of 30 June 1965, entitled the "Consolidated text of mandatory insurance against workplace accidents and occupational illness", also known as the "INAIL Tables", a partial extract of which is provided in the section entitled – Indemnifiability criteria, in the section entitled "What to do in the event of a claim".

b. DEATH

If the Accident results in the Insured's death **which occurs within two years** of the day of the Accident, the Company shall pay the Insured's lawful heirs the sum insured in the event of death.

Article 2.1.2 - CIVIL LIABILITY COVER

The Company undertakes to indemnify the Insured for any sum the latter is required to pay, as a civilly liable party under the law, for material and direct damage involuntarily caused to third parties by way of compensation (principal, interest and expenses) for death, personal injury and damage to property as a result of an accidental event taking place **during recreational sports activities.**

The insurance cover is deemed to be provided on a secondary risk basis **vis-a-vis the cover provided under other valid insurance policies taken out by any person in the Insured's favour, to insure against the same liability and to compensate the same damages.**

How does insurance cover on a secondary risk basis work?

If I already have a policy in place covering third party liability, in the event of a claim, this specific insurance cover only applies if the indemnity limit of the other policy is insufficient to compensate for the damage, without prejudice in all cases to deductibles, uncovered portions and the maximum amount of this cover.

WHAT IS NOT COVERED

Article 2.2.1 – EXCLUSIONS COMMON TO ALL COVER

The insurance does not cover:

- a) performance of the following sports:
mountaineering over the 3rd level of the Welzenbach scale, ice climbing, free climbing, martial arts, bobsleighbing, canyoning, downhill skiing, American football, freestyle not performed in a snowpark, hockey, diving with breathing apparatus, fighting in its various forms, speedboat racing, kitesurfing, parkour, boxing, rugby, jumping from a trampoline with skis or hydroskis, jumping with elastic, acrobatic skiing, extreme skiing, tobogganing – meaning a small sledge for one or two people who travel in a supine position with feet facing forward and on icy slopes -, skeleton, extreme snowboarding, snowkiting, weight lifting, speleology, wakeboarding and the practice of extreme sports in general (e.g. bungee jumping, canyoning, hydrospeeding, free solo, icefall climbing; skiing or snowboarding, sledging or sledging outside equipped skiable areas);
- b) professional sporting activities, participation in professional competitions, including related training and all activities that are not of a recreational or amateur nature;
- c) driving or as a passenger of any vehicle or boat subject to compulsory insurance (auto TPL) and aircraft in general, including paragliding, parachuting, wingsuiting and air sports in general;
- d) intoxication with blood alcohol levels greater than 1.00 g/L and/or chronic alcoholism;
- e) tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, tidal waves, snowslides, avalanches, tsunamis or landslides;
- f) abuse of psychotropic drugs, the use of narcotics and hallucinogens in general, proven by biochemical tests;
- g) the use of weapons in general, including those used by the Insured Party to go hunting or target shooting.

Article 2.2.2 - EXCLUSIONS FROM ACCIDENT COVER

Accident cover does not include:

- a) heart attacks;
 - b) infections that have resulted from or are caused by a pandemic or epidemic.
- Persons suffering from alcoholism, drug addiction or the following mental illnesses are not insurable: organic brain syndromes, schizophrenia, manic depression or paranoid states. Insurance cover ceases as soon as they occur.

Article 2.2.3 - EXCLUSIONS FROM THIRD PARTY LIABILITY COVER

Third party liability insurance does not include:

- a) any damage that is not material and direct;
- b) claims in respect of which the Insured has reached a settlement of any kind with the injured party without the prior approval of the Company;
- c) damage to Property delivered to, stored or held in any capacity by the Insured;
- d) damage to Property lifted, towed, transported, loaded or unloaded.

Spouses, parents and children of the Insured or any other relative or any relative by marriage cohabiting with the Insured are not considered third parties for the purposes of civil liability insurance.

MAXIMUM COVER AND LIMITS OF COVER

Article 2.3 – MAXIMUM COVER, LIMITS, UNCOVERED PORTIONS AND EXCESSES

Accident Cover

Article	Title	Excess for each claim	Sum insured per claim (euro)
2.1.1 a)	Permanent disability	30% For permanent disability above 60%, no excesses apply.	20,000
2.1.1 b)	Death		30,000

How does the excess on permanent disability (P.D.) work?

1st case - medically certified P.D. = 7%

No indemnity is paid because the % disability is less than 30%

2nd case - medically certified P.D. = 40%

certified P.D.: 40% - Excess 30% = % P.D. to be paid 10% of the insured sum €20,000

Indemnity €2,000

3rd case - medically certified P.D. > 60%

certified P.D: 61%

Indemnity €20,000

Civil liability cover

Article	Title	Excess (euros) or % Uncovered portion for each claim	Maximum Cover per claim (Euro)
2.1.2	Civil liability	10% per deceased or injured person	200,000 per deceased or injured person and per claim
		500 damage to Property (even if it belongs to several people)	15,000 damage to Property (even if it belongs to several people)

WHAT TO DO IN THE EVENT OF A CLAIM

IN THE EVENT OF A CLAIM FOR ALL TYPES OF COVER:

Article 3.1 - REPORTING A CLAIM

In the event of a loss, the Insured must promptly give written notice to the Company **within 9 days** of becoming aware of the loss (Article 1913 of the Italian Civil Code) by sending a report by email to: sinistri.active@gruppoitas.it.

As provided in Article 1915 of the Italian Civil Code, failure to fulfil this obligation may result in total or partial forfeiture of the right to Indemnity.

Documentation required:

- the Insured must provide the Company with documentation attesting to the purchase or subscription to the service offered by the Contracting Party, such as: a receipt or other tax documentation issued by the Contracting Party attesting to the service offered to the Insured, indicating the date and period of use of the service (coinciding with the Period of cover).

IN THE EVENT OF AN ACCIDENT CLAIM

Article 3.2 – OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

The Claim must include an indication of the place, date and time of the event and the causes that led to it, **accompanied by a medical and/or emergency treatment certificate if applicable. Subsequently, the Insured must submit medical certificates on the evolution of his/her injuries.**

Article 3.3 – INDEMNITY CRITERIA

The Company pays an Indemnity only for the direct and exclusive consequences of an Accident, irrespective of any pre-existing or supervening physical or pathological conditions. Accordingly, the impact that the Accident may have had on these conditions, as well as the damage that it may bring to bear on the outcome of the injuries caused by the Accident, are indirect consequences and therefore not indemnifiable.

In the case of pre-existing mutilation or physical defects, Indemnity for permanent disability is paid only for direct consequences caused by the Accident, as if the Accident had affected a physically fit and healthy person, without regard to the greater prejudice resulting from pre-existing conditions.

For permanent disability, the Company pays compensation calculated on the sum insured, based on the percentages indicated in Annex No. 1 of Presidential Decree No. 1124 of 30 June 1965 "Amalgamated law of compulsory insurance against workplace accidents and occupational illness", also known as the "INAIL tables", of which a partial extract is provided:

Total loss	Right	Left
of an upper limb	85%	75%
of a forearm	75%	65%
of a hand	70%	60%
of a lower limb above the knee	65%	65%
of a lower limb at or below the knee	50%	50%
of a foot	50%	50%
of a thumb	28%	23%
of the index finger	15%	13%
of the little finger	12%	12%
of the middle finger	12%	12%
of the ring finger	8%	8%
of the big toe	7%	7%
of every other toe	3%	3%
of the sight in both eyes	100%	100%
of the sight in one eye	35%	35%
of hearing in both ears	60%	60%
of hearing in one ear	15%	15%

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The total and irremediable loss of the functional use of an organ or a limb is considered as an anatomical loss of the organ or limb; **if it is a disability, the percentages of the above table are reduced in proportion to the lost functionality.**

In cases of anatomic or functional loss of more than one organ or limb, the indemnity is determined by adding the percentages corresponding to each individual injury, **up to a maximum of 100%.**

In the event of unspecified permanent disability, the indemnity is determined with reference to the percentages indicated in **the above table**, taking into account the extent to which the general capacity of the Insured to perform any productive work, regardless of his or her profession, is permanently diminished. In the event of anatomical loss or functional reduction of an already disabled organ or limb, the above percentages are reduced taking into account the degree of pre-existing disability.

An assessment of permanent disability is performed with the Company waiving application of the relevant excess provided for by law, and settlement consists of the payment of a lump sum.

In the event of permanent disability equal to or less than 30%, no Indemnity is paid to the Insured; if the permanent disability exceeds that percentage, the Indemnity is paid for the amount in excess; for permanent disability above 60%, no excesses apply and the Company will indemnify the full insured sum.

Article 3.4 – ACCUMULATION OF INDEMNITIES

If the Accident results in death **within two years** of the day of the Accident, the Company will pay the sum insured to the legal heirs of the Insured in equal portions. An Indemnity payable for death cannot be combined with compensation payable for permanent disability. However, if after the payment of an Indemnity for permanent disability, the Insured dies as a result of the Accident, **the Company will only pay the legal heirs the difference between the Indemnity paid out for death - if higher - and that already paid out for Permanent Disability.**

Article 3.5 – DETERMINATION OF COMPENSATION – CONTRACTUAL EXPERT'S REPORT

Any Indemnity is determined in accordance with the provisions of the above articles.

Any disputes of a medical origin concerning the nature of the injuries, the degree of permanent disability or the application of the compensation eligibility criteria established in Article 3.3 - Indemnifiability criteria - may be referred, in writing, at the request of one Party and provided consent is given by the other Party, to a panel of three doctors, one appointed by each Party and the third by mutual agreement. The medical panel will meet in the municipality of the Medical Association in whose territory the Insured resides. In the event of disagreement over the selection of the third doctor, the appointment is referred to the President of the Council of the said Medical Association. Each Party must bear its own costs and remunerate the doctor it designated, and contribute half of the costs and fees of the third doctor. The medical panel may, if it deems it advisable, postpone a final assessment of Permanent Disability until a time to be defined by the panel, in which case the panel may award a provisional interim Indemnity. Decisions of the medical panel are adopted by a majority of votes, without any legal formality, and are binding on the Parties, who hereby waive any appeal except in cases of violence, fraud, error or violation of contractual clauses. The results of arbitration operations are recorded in an appropriate report, to be compiled in duplicate copies, one for each Party. The decisions of the medical panel are binding on the Parties even if one of the doctors refuses to sign the relevant report. Such a refusal must be certified by the other arbitrators in the final report.

Article 3.6 – SETTLEMENT AND PAYMENT OF THE INDEMNITY

After verifying that the cover is valid, the necessary documentation has been received and the relevant assessments have been completed, the Company will assess the damage, notify the payment of the compensation due and, if no dispute arises, pays out the Indemnity **within 30 days of acceptance of the payment notification.**

The compensation is paid in Italy in Euro, at the headquarters of the Company or at the Agency to which the policy is assigned.

IN THE EVENT OF A CIVIL LIABILITY CLAIM

Article 3.7 – OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

Claim reports must contain:

- **a description of the facts of the Claim**, indicating the place, day, time and causes that led to it;
- **available documentation regarding the claim.**

If the Insured is covered by multiple insurance policies for the same risk, in the event of a Claim the Insured is required to report this fact to all insurance companies concerned.

Article 3.8 – MANAGEMENT OF DISPUTES - LEGAL EXPENSES

The Company shall, for as long as it is in its interest, undertake the management of disputes, both in and out of court, on behalf of the Insured, where necessary designating legal or technical personnel and availing itself of all the rights and actions pertaining to the Insured.

Expenses incurred in contesting an action brought against the Insured are borne by the Company, up to a limit of one quarter of the maximum amount established in the insurance certificate for the damage to which the claim refers.

If the sum payable to the aggrieved party exceeds this Maximum Cover, the expenses will be divided between the Company and the Insured in proportion to their respective interests.

The Company does not pay expenses incurred by the Insured for legal or technical personnel not designated by the Company itself, and is not liable for any fines or penalties imposed on the Insured or for the costs of criminal proceedings.

Who can I contact in the event of a claim?

To make a claim I must write an email and send it to sinistri.active@gruppoitas.it.

For information on claims already reported, I can call 0461/896301, Monday to Saturday, from 07:00 to 22:00hrs.

SPECIAL CONDITIONS APPLICABLE TO SHAREHOLDERS - PERSONS INSURED BY ITAS MUTUA

EXTRACT FROM THE ARTICLES OF ASSOCIATION

Article 1 - INCORPORATION AND REGISTERED OFFICE

A mutual insurance company with limited liability is hereby incorporated with the name "ITAS Istituto Trentino-Alto Adige per Assicurazioni società mutua di assicurazioni" or "ITAS Mutua", formerly established on 5 October 1821 under the name of Istituto Provinciale Incendi. The name in German is "ITAS Landesversicherungsanstalt Trentino Südtirol V.V.a.G." or "ITAS Versicherungsverein auf Gegenseitigkeit" or "ITAS V.V.a.G.". ITAS Mutua has its registered office in Trento. It may conduct its business in Italy and abroad.

Article 5 - CONTRIBUTIONS

In order to achieve the corporate object, insured Shareholders undertake to contribute the necessary resources, in accordance with the provisions of these Articles of Association. The liability of insured Shareholders is limited to the payment of the annual contributions established in the Articles of Association and ends with the cessation of the insurance. The liability of the financing Shareholders and of the financing Partners is limited to the shares subscribed. Any subsidiary guarantee is excluded. The company's obligations are secured by its assets.

Article 11 - COMPANY OBLIGATIONS OF THE INSURED SHAREHOLDER

The company obligations of the Insured Shareholder are mandatory for the period indicated in the insurance policy contracted by the Insured Shareholder and is renewed, together with the insurance contract, for a further period indicated in the policy or provided for by law, if the right of cancellation is not exercised, in accordance with applicable legislation and the contractual clauses. Unless the death of the Insured Shareholder necessarily entails the cessation of the risk, the heirs of the Insured Shareholder shall succeed, jointly and severally, to the insurance in their corporate relationship in accordance with applicable legislation. In the event that the law and the general conditions of insurance establish the transfer of the rights and obligations arising from the insurance contract, the successor shall acquire the status of Insured Shareholder. Any default by the Insured Shareholder does not in itself terminate the company obligation, without prejudice to the consequences of non-fulfilment.

Article 26 - LEGAL REPRESENTATION

The legal representation of ITAS Mutua is vested in the Chairman and the Vice-Chairmen of the Board of Directors, only in the event of urgency or incapacity of the Chairman, the Managing Director and, where appointed, the General Manager. The Board of Directors may grant powers of legal representation to Managers for acts of ordinary administration within its ambit of competence. Legal representation is expressed by the signature, in the name of the Company, of two of the persons indicated above, it being specified that with the joint signature of two executives, legal representation is exercised solely in relation to their areas of competence. This provision applies without prejudice to what may be decided otherwise by the Board in particular cases.

Legal representation is vested in the legal representatives, as well as in the Managers to whom it is delegated by the Board of Directors (in all cases in the manner set out in the preceding paragraph). The Board of Directors defines the system of corporate powers of attorney and proxies, also assigning powers of representation of the company to employees or third parties by powers of attorney for individual acts or categories of acts containing the relevant procedures for signature. The Board of Directors may authorise certain documents and correspondence to be signed in whole or in part by mechanical reproduction of a signature.

A full copy of the Articles of Association is available to Insured Shareholders at the Agency's Offices.



ITAS MUTUA

Società capogruppo

Piazza delle Donne Lavoratrici, 2 - 38122 Trento - Italia - Tel. 0461 891711 - Fax 0461 980297

gruppoitas.it - segreteria.dirigen@gruppoitas.it - itas.mutua@pec-gruppoitas.it

P. Iva Gruppo 02525520223 - C. F. / Registro Imprese di Trento n° 00110750221 - Impresa autorizzata all'esercizio delle assicurazioni a norma dell'art. 65 del R.D.L. n° 966 del 29.4.1923 - Iscritta all'albo gruppi assicurativi al n° 010 ed all'albo delle imprese di assicurazione e riassicurazione al n° 1.00008

Multi-risk insurance for persons taking part in recreational sports activities

Information document on the insurance product

Company: ITAS Mutua – Italy – Entered on the IVASS Register at No. 1.00008
"ITAS Active"



Full pre-contractual and contractual information on the product is provided in other documents

What kind of insurance is it?

Itas Active is a collective policy taken out with the contracting party for the benefit of its members/insured persons, which covers certain risks related to recreational sports activities.



What is covered?

ACCIDENTS

The Company covers accidents that the Insured suffers **during recreational sports activities**.

a) Permanent disability due to accident

The Company, following an accident to the Insured that results in the total or partial permanent loss of the Insured's capacity to perform any work:

- ✓ pays compensation in proportion to the degree of permanent disability, **which must in any case exceed 30%**, and to the sum insured.

b) Accidental death

The Company, following an accident involving the Insured resulting in death:

- ✓ pays compensation to the beneficiaries.

CIVIL LIABILITY

The Company, following an accidental event occurring **during recreational sports activities**:

- ✓ indemnifies the Insured, as the civilly liable party, for any sum the Insured is obliged to pay (principal, interest and expenses) for damage involuntarily caused to third parties due to death, personal injury and damage to property.

SUMS INSURED/MAXIMUM COVER

The Company indemnifies the Insured within the limits of the sums insured and/or indemnifies the Insured against third parties for the maximum cover indicated herein **for each claim**.

ACCIDENTS

- Permanent disability due to accident: €20,000;
- Accidental death: €30,000;

CIVIL LIABILITY

€200,000

with the following limits:

- €200,000 per deceased or injured person;
- €15,000 damage to property, even if it belongs to several people.



What is not covered?

The main exclusions are summarised below. The detailed information provided for each type of cover in the Conditions of Insurance remains valid.

EXCLUSIONS COMMON TO ALL COVER:

The following are excluded:

- ✗ the practice of dangerous sports (details in the Conditions of Insurance);
- ✗ participation in competitive sports and related training;
- ✗ the practice of professional sport;

- ✗ tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, tidal waves, snowslides, avalanches, tsunamis or landslides;
- ✗ driving or being a passenger in motor vehicles, boats and aircraft in general;
- ✗ a state of intoxication;
- ✗ the abuse of psychotropic drugs, narcotics and hallucinogens;
- ✗ the use of weapons in general.

ACCIDENTS

- ✗ Persons suffering from alcoholism, drug addiction or the following mental illnesses are not insurable: organic brain syndromes, schizophrenia, manic depression or paranoid states. Insurance cover ceases as soon as they manifest.
- ✗ The insurance does not cover persons over 85 years of age.
- ✗ It does not cover heart attacks and infections that have arisen or are caused by a pandemic or epidemic.

CIVIL LIABILITY

- ✗ Spouses, parents and children of the Insured or any other relative by blood or marriage cohabiting with the Insured are not considered third parties for the purposes of civil liability insurance.

The following are excluded:

- ✗ any damage that is not material and direct;
- ✗ damage to goods delivered to, stored or held in any capacity by the Insured;
- ✗ claims in respect of which the Insured has reached settlements of any kind with the injured party without the prior approval of the Company;
- ✗ damage to goods which are being lifted, towed, transported, loaded or unloaded.



Are there any limits to cover?

The insurance certificate and the Conditions of Insurance include the excesses, uncovered portions, and limits of indemnity for each type of cover. The main features are listed below.

- ! The insurance is valid only in the event of a claim linked to **recreational sports activities**.

ACCIDENTS

- ! a) **permanent disability due to accident:** 30% excess on the degree of residual disability of the Insured. If the degree of permanent disability determined is greater than 60%, the excess will not be applied and the Company will pay the entire sum insured.

- ! b) **Accidental death:** there are no specific limits on the sum insured.

CIVIL LIABILITY

- ! 10% uninsured portion for each person who has died or was injured.
- ! €500 excess for property damage.

! **The insurance cover is deemed to be provided on a secondary risk basis vis-a-vis the cover provided under other valid insurance policies taken out by the Insured.**
Failure to fulfil this obligation may result in total or partial forfeiture of the right to compensation.



Where does the cover apply?

The insurance cover is valid in the territory of all European states.



What are my obligations?

- to make true, accurate and complete statements about the risk. Failure to comply with this obligation may result in total or partial forfeiture of the right to compensation or termination of the policy.
- In the event of a claim, please notify the Company in writing **within 9 days** of becoming aware of the event.



When and how do I pay?

The premium is paid by the Contracting party on behalf of persons availing themselves of the service it offers.



When does cover start and end?

The Insurance cover is effective from the time of commencement of the service offered by the Contracting party and its duration shall be equal to the duration of the service purchased from or offered by the Contracting party.



How can I cancel the policy?

The insurance cover expires on the agreed expiry date without any requirement for cancellation.

Multi-risk insurance for persons taking part in recreational sports activities
Additional pre-contractual information document for non-life insurance products
(Additional Non-life PID)

Company: ITAS Mutua
"ITAS Active"

Date of issue: 01/04/2023



This document contains information that is additional and complementary to the information contained in the pre-contractual information document for non-life insurance products (the Non-life PID), to assist potential contracting parties in gaining a more detailed understanding of the characteristics of the product, the relevant contractual obligations, and the financial situation of the company.

The policyholder is required to read the Conditions of Insurance before signing the contract.

ITAS - Istituto Trentino-Alto Adige Per Assicurazioni, also referred to as ITAS Mutua, the mutual insurance company that is the parent company of the ITAS Assicurazioni Group, with registered office at Piazza delle Donne Lavoratrici No. 2, 38122 Trento, Italy; Tel. 0461 - 891711; website: www.gruppoitas.it; email: itas.direzione@gruppoitas.it; certified email: itas.mutua@pec-gruppoitas.it.
 Entered in the register of insurance groups under No. 010 and in the register of insurance and reinsurance companies under No. 1.00008.

Information on the company's financial position, as published in the latest financial statements compiled in accordance with applicable accounting principles is provided below, together with information on solvency in the Company's Solvency and Financial Condition Report (SFCR), which is available at the following link: <https://www.gruppoitas.it/bilanci>.

Amounts at 31/12/2021 (€ million)	Share capital	Equity reserves	Shareholders' equity	Solvency Capital Requirement (SCR)	Minimum Capital Requirement (MCR)	Own Funds Eligible for SCR	Own Funds Eligible for MCR	Solvency Ratio
	212	228	446	390	142	959	865	246%

The contract is subject to Italian law.



What is covered?

There is no information in addition to what is provided in the Non-life PID.

What options/customisations can be activated?

There are no options/customisations other than those described in the Non-life PID.



What is NOT covered?

There is no information in addition to what is provided in the Non-life PID.



Are there any limits to cover?

There is no information in addition to what is provided in the Non-life PID.



What are my obligations? What are the company's obligations?

What to do in the event of a claim?	Notification of claim: There is no information in addition to what is provided in the Non-life PID.
	Administration by other companies: no other companies are involved in dealing with claims.
	Statute of limitation: Pursuant to Article 2952 of the Italian Civil Code, claims arising from the insurance contract are time-barred two years from the day of the occurrence of the event on which the claim is based.

Inaccurate statements or omissions	There is no information in addition to what is provided in the Non-life PID.
Obligations of the company	After verifying that the cover is valid, the necessary documentation has been received and the relevant assessments have been completed, the company will assess the damage, notify the parties concerned of payment of the compensation due and, if no dispute arises, pays out the compensation to the Insured within 30 days of acceptance of the payment notice.



When and how do I pay?

Premium	There is no information in addition to what is provided in the Non-life PID.
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When does cover start and end?

Duration	There is no information in addition to what is provided in the Non-life PID.
Suspension	There is no provision for suspending the cover.



How can I cancel the policy?

Second thoughts after signing	If the insurance contract is signed remotely and cover is for a period of one month or more , the Policyholder has the right to withdraw within 14 days of the date of signature. To exercise this right of withdrawal, a request for withdrawal must be made to the Company by certified electronic mail to the address itas.mutua@pec-gruppoitas.it or by registered letter with acknowledgement of receipt containing the identification details of the contract.
Termination	There is no provision for termination of cover.



Who is this product designed for?

Insurance cover is aimed at individuals wishing to protect themselves, during recreational sports activities , with: - financial compensation in the event of accident or death; - financial compensation for damage unintentionally caused to third parties.
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What costs are involved?

Brokerage costs are 20%.

HOW DO I MAKE COMPLAINTS AND RESOLVE DISPUTES?	
To the insurance company	Any service failures concerning the contractual relationship or claims management service can be reported in writing to the following addresses: ITAS MUTUA – Complaints Department – Piazza delle Donne Lavoratrici No. 2 – 38122 Trento, Italy; Fax: 0461 891 840 – Email: reclami@gruppoitas.it Complaints must indicate: a) the name, surname and address of the complainant, with a telephone number; b) the policy number and name of the contracting party; c) the number of any claim that the complaint concerns; d) details of the person or persons whose actions are the subject of the complaint; e) a concise but thorough description of the grounds for the complaint; f) any document helpful for a description of the circumstances. After conducting the necessary investigation, the Complaints Department will respond within 45 days of receipt of the complaint.
To IVASS	If the outcome is unsatisfactory or the response is tardy, contact IVASS, the Italian Insurance Supervisory Authority, at Via del Quirinale No. 21 - 00187 Rome, Fax 06.42133206, certified electronic mail: tutela.consumatore@pec.ivass.it . Information can be obtained from: www.ivass.it .
BEFORE TAKING LEGAL ACTION, alternative dispute resolution procedures are available, such as:	
Mediation	An application can be made to one of the Mediation Bodies listed in the register kept by the Ministry of Justice, available on the website www.giustizia.it . (Law No. 98 of 9/8/2013). Disputes concerning insurance contracts must be referred for mediation before resorting to the courts.
Assisted negotiation	Assisted negotiation may be requested by your lawyer from the Company.

Other alternative means of dispute resolution	Arbitration: The Conditions of Insurance may provide for recourse to arbitration, specifying how this may be accessed (pursuant to the provisions of Title VIII, Chapter I, of the Italian Code of Civil Procedure). For the resolution of cross-border disputes, a complainant domiciled in Italy may submit a complaint to IVASS as described above, or directly to the competent foreign system requesting activation of the FIN-NET procedure, through the website: https://ec.europa.eu/info/fin-net .
TAX REGIME	
Tax treatment applicable to the contract	The insurance contract is subject to insurance tax at the following rates (applicable to taxable premiums): - accident cover: 2.5%; - civil liability cover: 21.25% and anti-racket contribution: 1%.

FOR THIS CONTRACT THE COMPANY DOES NOT HAVE AN INTERNET AREA RESERVED TO CONTRACTING PARTIES (*HOME INSURANCE*), THEREFORE AFTER SIGNING YOU WILL NOT BE ABLE TO CONSULT THIS AREA AND USE IT TO ELECTRONICALLY MANAGE THE CONTRACT.