

Civil liability, expense reimbursement and accident insurance

Information document on the insurance product

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

Product: "Itasnow"



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

What kind of insurance is it?

Itasnow is an optional collective policy with the contracting party ITAS Intermedia S.r.l., covering certain risks associated with the practice of amateur downhill skiing, snowboarding, sledging and tobogganing in designated skiing areas. Policyholders can choose whether to take out basic cover only: Civil liability and reimbursement of expenses (in combination) or, in addition, the optional cover for accidents in designated skiing areas.



What is covered?

CIVIL LIABILITY

Following an accidental event occurring in connection with the practice of amateur downhill skiing, snowboarding and sledging, the Company:

- ✓ 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.

REIMBURSEMENT OF EXPENSES

Always provided:

a) Medical and emergency care expenses

The Company, following an Accident involving the Insured **during the practice of amateur downhill skiing, snowboarding, sledging and tobogganing:**

- ✓ reimburses emergency care expenses incurred **on the day of the Accident.**

Exclusively for seasonal or multi-day cover of at least three consecutive days:

b) Ski Pass Reimbursement

The Company, following an Accident involving the Insured **during the practice of amateur downhill skiing, snowboarding, sledging and tobogganing:**

- ✓ reimburses the cost of the ski pass not used due to an accident on a *pro rata temporis* basis (excluding the day of accident);

c) Reimbursement of rental sports equipment and ski tuition

The Company, following an Accident involving the Insured **during the practice of amateur downhill skiing, snowboarding, sledging and tobogganing:**

- ✓ reimburses sports tuition and equipment rental expenses paid (for days not used);

d) Skipass reimbursement for facility closures to adverse weather

If, in the event of adverse weather conditions, all facilities where the ski pass duly purchased by the Insured Person is valid are closed:

- ✓ the Company will reimburse the pro rata cost of any ski passes not used **if the ski pass was not used on the days for which reimbursement is claimed.**

e) Family cover

In the event of an accident suffered by minors while practising an insured sporting activity

- ✓ The Company reimburses the parent who is required to assist them for the following expenses:
 - ski pass paid but unused (excluding the day of the accident);
 - ski equipment rented but not used;
 - lessons paid for but not attended.

In the event that a parent suffers an accident while practising an insured sporting activity, ITAS Mutua reimburses the expenses for minor children who have had to interrupt their insured sporting activity as a result of the parent's accident.

The cover is only valid if the parent and the minor are insured under this policy.

By paying an additional premium, the following cover can be purchased:

ACCIDENTS

a) Grave Permanent Disability

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:

- ✓ will pay an indemnity to lawful heirs.

c) Compensation for hospitalisation due to an accident

The Company, in the event that the insured is hospitalised due to an accident:

- ✓ Pays a daily allowance for a given period of hospitalisation.

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:

CIVIL LIABILITY:

€250,000 for each claim, with the following limits:

- €250,000 per deceased or injured person;
- €15,000 damage to property, even if it belongs to several people.

ACCIDENTS:

- Grave Permanent Disability due to accident € 20.000
- Accidental death € 30.000
- Daily allowance for hospitalisation due to accident €20 per day.



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.

The insurance does not cover accidents or damage resulting from:

- a) professional sporting activities, participation in professional competitions, including related training and all activities that are not of a recreational or amateur nature;
- b) skiing, snowboarding, sledding or tobogganing outside designated skiing areas;
- c) intoxication with blood alcohol levels greater than 1.00 g/L and/or chronic alcoholism;
- d) tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, tidal waves, tsunamis or landslides;
- e) the use of drugs, narcotics or medicines not prescribed by a doctor;
- f) wilful misconduct on the part of the Insured.



Are there any limits to cover?

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

! The insurance is valid only if the piste rescue service is called to the scene of the accident.

CIVIL LIABILITY

! 10% uninsured portion for each person who has died or was injured.

! €500 excess for damage to property with an indemnity limit of €15,000

! The insurance cover is understood as provided on a secondary basis to what is already covered by other valid insurance policies taken out by the Insured and/or Policyholder.

ACCIDENTS

! a) **permanent disability due to accident:** 30% excess on the degree of residual disability of the Insured.

For permanent disability above 30%, no excesses apply; for permanent disability above 60%, the full sum insured is paid.

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

! c) **Daily allowance for hospitalisation due to accident:** daily allowances from the first day for a maximum period of 60 days.

REIMBURSEMENT OF EXPENSES

a) **Medical and rescue expenses:** an indemnity limit of €200 applies.

b) **Ski pass reimbursement:** an indemnity limit of €500 applies;

c) **Reimbursement of sports equipment rental:** an indemnity limit of €100 is established for multi-day passes and €150 for seasonal passes.

d) **Reimbursement of sport tuition:** an indemnity limit of €40 per day is established with a maximum of €200;

e) **Reimbursement of ski passes due to adverse weather conditions:** pro rata;

f) **family cover:** an indemnity limit of **€400 per insured household**.



Where does the cover apply?

The insurance applies exclusively to the ski, snowboard, toboggan and toboggan slopes on the Italian territory and in areas with skiable areas that extend into European states bordering Italy, as well as for Italian insured throughout Europe.



What are my obligations?

- to make true, accurate and complete statements about the risk. Failure to comply with these provisions may result in total or partial forfeiture of the right to compensation or termination of the policy.
- request the intervention of the piste rescue service and/or the Police at the place where the accident occurred in order for the insurance cover to be valid, and submit the relevant intervention report in the notification of claim.
- In the event of a claim, please notify the Company in writing **within 9 days** of becoming aware of the event. Failure to fulfil this obligation may result in total or partial forfeiture of the right to compensation.



When and how do I pay?

The premium is paid online, by credit card, at the end of the purchase process and is inclusive of statutory taxes.



When does cover start and end?

The insurance takes effect from the time of payment of the premium and for the period indicated in the insurance certificate.

The period of cover may be for a term of:

- one or more days
- seasonal.



How can I cancel the policy?

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

Civil liability, expense reimbursement and accident insurance
Additional pre-contractual information document for non-life insurance products
(Additional Non-life PID)

Company: ITAS Mutua

Product: "ITASnow"

Date of update: 09/2024 (latest version available)



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 prospective policyholder is required to read the Conditions of Insurance before taking out insurance cover.

ITAS - Istituto Trentino-Alto Adige Per Assicurazioni, or also ITAS Mutua, a mutual insurance company (the parent company of the ITAS Assicurazioni Group), with registered office in Piazza delle Donne Lavoratrici, No. 2, Postcode 38122 Trento, Italy; Tel. 0461 - 891711; website: www.gruppoitas.it; Email: segreteria.dirigen@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.

The following table sets out the main figures from the latest approved financial statements and key data on the company's solvency and financial condition, published in the SFCR Annual Report available from the website: <https://www.gruppoitas.it/it/dati-societari/sfcr-unico-di-gruppo>.

Amounts at 31/12/2023 (€ million)	Share capital	Equity reserves	Shareholders' equity	Solvency Capital Requirement (SCR)	Minimum Capital Requirement (MCR)	Own Funds Eligible for SCR	Own Funds Eligible for SCR	Solvency Ratio
	264	179	452	367	148	931	848	253%

The contract is subject to Italian law.



What is insured?

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?

CIVIL LIABILITY COVER:

The civil liability insurance does not include damage resulting the use of ski passes in violation of regulations.

The following are also excluded:

- any damage that is not material and direct;
- claims in respect of which the Insured has reached settlements of any kind with the injured party without the prior approval of the Company, and compensation arising from voluntary acceptance of liability by the Insured, without prejudice to compensation due for liabilities ascertained and/or directly arising from the law;
- damage to Property delivered to, stored or held in any capacity by the Insured;
- damage to Property lifted, towed, transported, loaded or unloaded;
- damage arising from ancillary activities or activities that are not strictly limited to and confined to amateur downhill skiing, snowboarding, sledging and tobogganing in designated skiing areas.

ACCIDENT COVER

The insurance does not cover accidents caused by:

- a) the practice of the following sports: freestyle not practised in snow parks, jumping from a trampoline with skis or water skis, tobogganing on a slope (i.e. a small sledge for one or two persons on which one travels facing upwards with the feet forward) skeleton or snowkiting;
- b) actions or behaviour directly related to alcoholism, drug addiction or the following mental illnesses are not insurable: organic brain syndromes, schizophrenia, manic depression or paranoid states.

Accident cover does not include:

- c) heart attacks;
- d) infections that have resulted from or are caused by a pandemic or epidemic.



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: As established in 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 following receipt of the necessary documentation and the relevant investigations, the Company will assess the damage and notify the parties of any Compensation or Indemnity due. If no dispute arises, the Company will pay the indemnity within 30 days of acceptance of the Claim.



When and how do I pay?

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



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	<p>If the insurance contract is signed remotely and cover is for a period of one month or more, the insured 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-gruppaitas.it or by registered letter with acknowledgement of receipt containing the identification details of the contract.</p> <p>Withdrawal entitles the insured to obtain a refund of the premium paid but not used. It will be reimbursed by the company within 30 days of receipt of the communication and the complete documentation indicated above.</p>
Termination	There is no provision for termination of cover



Who is this product designed for?

The insurance cover is intended for individuals to protect themselves during **amateur skiing using downhill skis, snowboards, cross-country skis, sleds or toboggans in designated skiing areas** with:

- financial compensation for damage unintentionally caused to third parties;
- financial reimbursement, in the event of an accident, for medical and emergency care expenses and reimbursement for sports tuition, rental of sports equipment and ski passes (only with minimum coverage of three days);
- financial indemnification in the event of an **accident** (grave permanent disability, death and daily hospitalisation allowance).



What costs are involved?

Brokerage costs are 22,1%.

HOW DO I MAKE COMPLAINTS AND RESOLVE DISPUTES?

To the insurance company	<p>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.</p>
To IVASS	<p>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.</p>
BEFORE TAKING LEGAL ACTION, alternative dispute resolution procedures are available, such as:	
Mediation	<p>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.</p>
Assisted negotiation	<p>Assisted negotiation may be requested by your lawyer from the Company.</p>
Other alternative dispute resolution systems	<p>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.</p>

TAX REGIME

Tax treatment applicable to the contract	<p>The insurance contract is subject to insurance tax at the following rates:</p> <ul style="list-style-type: none">- civil liability cover: 21.25% and anti-racket contribution: 1% on taxable premium;- Reimbursement of expenses cover: 21,25% of the taxable premium;- accident cover: 2.5% of the taxable premium.
---	---

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



ITASnow

CONDITIONS OF INSURANCE

Policy for civil liability cover, reimbursement of expenses and accidents during amateur skiing in designated skiing areas using downhill skis, snowboards, cross-country skis, sleds or toboggans

CONTENTS

GLOSSARY	3
GENERAL RULES	4
WHAT IS COVERED	6
BASIC COVER	6
OPTIONAL COVER	7
WHAT IS NOT COVERED	9
MAXIMUM COVER AND LIMITS OF COVER	10
WHAT TO DO IN THE EVENT OF A CLAIM	11
<i>IN THE EVENT OF A CIVIL LIABILITY CLAIM</i>	<i>11</i>
<i>IN THE EVENT OF AN ACCIDENT CLAIM</i>	<i>11</i>
<i>IN THE EVENT OF AN EXPENSES REIMBURSEMENT CLAIM</i>	<i>13</i>
EXTRACT FROM THE ARTICLES OF ASSOCIATION	15

What are consultation boxes?

Consultation boxes are specific spaces that can be easily identified within the contractual conditions and provide clarification about 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

Words listed in the glossary appear in the document with an initial capital letter

Policyholder	the person who takes out insurance cover for himself, his family or a group of people under a collective policy, and pays the Premium.
Insured parties	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 Insured following payment of the premium.
Contracting party	the party that writes the insurance: an intermediary of ITAS Mutua.
Property	material objects and animals.
Day Hospital/Day surgery	a form of Hospitalisation at a health facility with day care beds that is authorised to provide surgical services or medical treatment, and which compiles medical records.
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 Indemnity, expressed as a percentage of permanent disability.
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.
Premium	the sum payable by the Insured to the Company.
Hospitalisation	a period spent in a nursing facility with overnight stay.
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 cover is provided.
Company	ITAS Mutua, which provides the insurance cover.
Italy	Italy, including San Marino and Vatican City.

Conditions of Insurance

Itasnow

General rules

GENERAL RULES

Article 1.1 – FEATURES OF THE CONTRACT

Itasnow is a collective, optional investment policy with the Contracting Party, the ITAS Mutua intermediary, specified in the Policyholder's insurance Certificate.

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 Itasnow are people who practise amateur skiing using downhill skis, snowboards, cross-country skis, sleds or toboggans in designated skiing areas.

Article 1.2 – DECLARATIONS REGARDING THE CIRCUMSTANCES OF THE RISK

Inaccurate statements or omissions on the part of the Contracting Party 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 – PAYMENT OF THE PREMIUM AND COMMENCEMENT OF COVER

Cover takes effect from the time of payment of the Premium and for the term (period of cover) indicated in the insurance Certificate.

From when to when am I covered?

Today I enter into a one-day contract and pay at 8:30 a.m

start: 8:30 a.m. today

expiry: 24:00 hrs. today.

Today I enter into a one-day contract and pay for cover with effect from tomorrow

start: 00.00 tomorrow

expiry: 24:00 hrs. tomorrow.

Today I enter into a contract for the seasonal period, and pay at 11:00

start: 11:00 hrs today

expiry: the end of winter season, i.e. the end date of cover indicated on the certificate.

Article 1.4 - CHANGES TO THE INSURANCE

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

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

The Contracting Party and the Policyholder are exempt from reporting any significant physical defects or mutilation that the Policyholders 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.

Conditions of Insurance

ItaSnow

General rules

Article 1.7 – PERIOD OF COVER

The period of cover is indicated in the insurance certificate issued to each Policyholder.

How long is the period of cover?

- daily
- multi-day
- seasonal

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.

Withdrawal entitles the Policyholder to obtain a refund of any premium paid but not used, which will be reimbursed by the Company within 30 days of receipt of the communication and the insurance Certificate.

Article 1.9 – TAX CHARGES

Tax charges relating to the insurance are borne by the Policyholder.

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 applies exclusively to the ski, snowboard, toboggan and toboggan slopes on the Italian territory and in areas with skiable areas that extend into European states bordering Italy, as well as for Italian insured throughout Europe.

Conditions of Insurance

Itasnow

What is covered

WHAT IS COVERED

BASIC COVER

The following risks are covered for the sums insured and/or up to the maximum cover agreed and indicated in the insurance certificate **within the limits established in the table in Article 2.4 - Maximum cover, limits, uncovered portions and excesses.**

Article 2.1.1 - CIVIL LIABILITY COVER

The Company undertakes to indemnify the Insured against any payments the latter is obliged to make, as the civilly liable party according to law, by way of Compensation (principal, interest and expenses) for damage unintentionally caused to third parties due to death, personal injury and damage to Property, as a result of an accidental event **that occurs in connection with the practice of amateur downhill skiing, snowboarding, sledging and tobogganing in designated skiing areas.**

The insurance cover is valid only where the piste rescue service and/or the Police intervene. 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 civil liability, in the event of a Claim, this specific insurance cover only applies if the Maximum Cover of the other policy is insufficient to compensate for the damage, without prejudice in all cases to excesses, uncovered portions and the Maximum Cover

Article 2.1.2 - REIMBURSEMENT OF EXPENSES COVER

The insurance provides for the following cover:

a. REIMBURSEMENT OF MEDICAL AND EMERGENCY CARE EXPENSES

The company will reimburse medical and emergency care expenses **incurred on the day of Accident** suffered during the insured sporting activity.

In the case of multi-day cover of at least three consecutive or seasonal days, the insurance provides the following additional cover:

b. SKI-PASS REIMBURSEMENT

The Company will reimburse the cost of the ski pass subscription days paid for but unused **(excluding the day of the Accident)** as a result of an Accident sustained during the insured sporting activity.

c. REIMBURSEMENT OF RENTAL OF SPORTS EQUIPMENT

The Company will reimburse the cost of ski equipment rented but unused as a result of an Accident sustained during the insured sporting activity.

d. REIMBURSEMENT OF SPORT TUITION

The Company will reimburse the cost of skiing tuition paid for, but which the Insured is unable to attend as a result of an Accident sustained during insured sporting activity.

e. SKIPASS REIMBURSEMENT FOR FACILITY CLOSURES DUE TO ADVERSE WEATHER

The Company will reimburse the portion of the cost of a ski pass paid for but unused if, other than in cases of lack of snow, all the facilities where the ski pass is valid are closed due to adverse weather conditions. The Insured is entitled to reimbursement of a ski pass not used due to adverse weather **only if the ski pass has not been used in the entire period for which reimbursement is sought.** The cover applies in partial derogation of Article 2.3.1 – Exclusions common to all cover, letter d).

Conditions of Insurance

Itasnow

What is covered

f. FAMILY COVER

In the event of an accident suffered by minors while practising an insured sporting activity, ITAS Mutua reimburses the parent who is required to assist them for the following expenses:

- ski pass paid but unused (**excluding the day of the accident**);
- ski equipment rented but not used;
- lessons paid for but not attended.

In the event that a parent suffers an accident while practising an insured sporting activity, ITAS Mutua reimburses the expenses for minor children who have had to interrupt their insured sporting activity as a result of the parent's accident.

The cover is only valid if the parent and the minor are insured under this policy.

The cover provided for in points a), b), c), d) and f) is valid only if the piste rescue service and/ or the Police intervene.

The validity of the cover provided for in points b), c), d) and f) is conditional on the Accident preventing the Insured from resuming the activity covered by the insurance; the pathology must be documented and certified by a hospital emergency department and may be verified by the Company's medical examiner.

OPTIONAL COVER

If purchased, the following optional cover is provided **for the sums insured and/or with the maximum cover and limitations set out in the table "Maximum cover, limits, uncovered portions and excesses" (Article 2.4).**

The insurance cover is valid only where the piste rescue service and/or the Police intervene.

Article 2.2.1– ACCIDENT COVER

The insurance covers an Accident that results in permanent Disability, death or Hospitalisation and that the Insured Party suffers while practising amateur downhill skiing, snowboarding, sledging and tobogganing in designated skiing areas.

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 2.3.3 – 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 2.3.1 - Exclusions common to all cover.**

Accident cover provides for the following cover:

a. GRAVE PERMANENT DISABILITY

If the Accident results in Permanent disability **exceeding 30%, 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 "What to do in the event of a claim" of Article 3.6 – Indemnifiability criteria and terms of Indemnity.

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.

c. DAILY ALLOWANCE FOR HOSPITALISATION DUE TO ACCIDENT

Conditions of Insurance

Itasnow

What is covered

In the event of Hospitalisation of the insured due to an Accident, the Company will pay the daily allowance indicated in the policy for the days of stay in hospital. **Day hospital/day surgery is not covered by the insurance.**

Can you choose which cover to buy?

Yes, I have the choice of buying:

1. basic cover only: Civil liability and Reimbursement of expenses;
2. basic cover plus optional Accident cover.

Conditions of Insurance

Itasnow

What is not covered

WHAT IS NOT COVERED

Article 2.3.1 – EXCLUSIONS COMMON TO ALL COVER

The insurance does not cover accidents or damage resulting from:

- a) **professional sporting activities, participation in professional competitions, including related training and all activities that are not of a recreational or amateur nature;**
- b) **skiing, snowboarding, sledding or tobogganing outside designated skiing areas;**
- c) **intoxication with blood alcohol levels greater than 1.00 g/L and/or chronic alcoholism;**
- d) **tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, avalanches, tidal waves or landslides;**
- e) **the use of drugs, narcotics or medicines not prescribed by a doctor;**
- f) **wilful misconduct on the part of the Insured;**
- g) **the use of ski passes in violation of regulations.**

Article 2.3.2 – EXCLUSIONS FROM CIVIL LIABILITY COVER

The insurance does not cover:

- a) **any damage that is not material and direct;**
- b) **claims in respect of which the Insured has reached settlements of any kind with the injured party without the prior approval of the Company, and compensation arising from voluntary acceptance of liability by the Insured, without prejudice to compensation due for liabilities ascertained and/or directly arising from the law;**
- 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;**
- e) **damage arising from ancillary activities or activities that are not strictly limited to and confined to amateur downhill skiing, snowboarding, sledding and tobogganing in designated skiing areas.**

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

Article 2.3.3 – EXCLUSIONS FROM ACCIDENT COVER

The Accident cover is valid for **persons up to the age of 80.**

The insurance does not cover accidents caused:

- a) **by the practice of the following sports: freestyle not practised in snow parks, jumping from a trampoline with skis or water skis, tobogganing on a slope (i.e. a small sledge for one or two persons on which one travels facing upwards with the feet forward) skeleton or snowkiting;**
- b) **from action directly related to alcoholism, drug addiction or the following mental illnesses: organic brain syndromes, schizophrenia, manic depression or paranoid states.**

Accident cover does not include:

- c) **heart attacks;**
- d) **infections that have resulted from or are caused by a pandemic or epidemic.**

Conditions of Insurance

Itasnow

Liability and cover limits

MAXIMUM COVER AND LIMITS OF COVER

Article 2.4 – MAXIMUM COVER, LIMITS, UNCOVERED PORTIONS AND EXCESSES

Civil liability cover

Article	Title	Excess (Euro) or % Uncovered per claim	Maximum Cover per claim (Euro)
2.1.1	Civil liability	10% per deceased or injured person to a maximum of 5.000	250,000 per deceased or injured person and per claim
		500 for damage to Property (even if it belongs to several people)	15,000 for damage to Property (even if it belongs to several people) (Indemnity limit)

Reimbursement of expenses cover

Article	Title	Excess (Euro) or % Uncovered per claim	Indemnity limit per claim (Euro)
2.1.2 a.	Medical and emergency care expenses incurred on the day of the Accident		200
2.1.2 b.	Ski Pass reimbursement due to Accident*		800
2.1.2 c.	Sports equipment hire reimbursement due to Accident*		100 if multi-day ski pass 150 if seasonal ski pass
2.1.2 d.	Reimbursement of sport tuition due to Accident*		40 per day up to a maximum of 200
2.1.2 e.	Ski pass reimbursement for facility closure due to adverse weather*		Pro rata
2.1.2 f.	Family cover*		400 per insured household

*Only in the case of multi-day cover of at least three consecutive or seasonal days

Accident Cover

Article	Title	Excess (Euro) or % Uncovered per Claim	Sum Insured and Indemnity limit (Euro)
2.2.1 a.	Grave Permanent Disability	30% For permanent disability above 30%, no excesses apply. For permanent disability above 60%, the full sum insured is paid	20,000
2.2.1 b.	Death		30,000
2.2.1 c.	Daily allowance for Hospitalisation due to Accident		20 with 60-day limit

Conditions of Insurance

Itasnow

What to do in the event of a claim

WHAT TO DO IN THE EVENT OF A CLAIM

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

Article 3.1 – OBLIGATIONS OF THE INSURED AND REPORTING A CLAIM

In order for the insurance cover to be valid, the Insured party must request the intervention of the piste rescue service at the place where the Claim originates.

In the event of a Claim, the Insured must give written notice to the Company **within 9 days** of becoming aware of the loss (Article 1913 of the Italian Civil Code) using email sinistri.sciatori@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.

Article 3.2 – SETTLEMENT AND PAYMENT OF THE INDEMNITY

After verifying that the cover is valid following receipt of the necessary documentation and the relevant investigations, the Company will assess the damage and notify the parties of any Compensation or Indemnity due. If no dispute arises, the Company will pay the indemnity **within 30 days of acceptance of the Claim**.

IN THE EVENT OF A CIVIL LIABILITY CLAIM

Article 3.3 – 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 concerning the Claim, including the emergency response report of the piste rescue service and/ or the Police.**

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 3.4 – 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 Cover established in the policy 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 recognise 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 justice.

IN THE EVENT OF AN ACCIDENT CLAIM

Article 3.5 – OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

The Accident report 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 and the emergency response report of the piste rescue service and/ or the Police.**

Subsequently, the Insured must submit medical certificates on the progress of his/her injuries.

Article 3.6 - INDEMNIFIABILITY CRITERIA AND TERMS OF INDEMNITY

The Company pays 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.

Conditions of Insurance

Itasnow

What to do in the event of a claim

For Permanent disability, the Company pays an indemnity calculated on the sum insured, based on the percentages indicated in Annex no. 1 of Presidential Decree 1124 of 30 June 1965 - 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 below:

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%

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 cases of unspecified Permanent disability, the indemnity is established 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 INAIL excess established by law, and settlement consists of the payment of a lump sum.

In the event of permanent disability of 30% or less, no Indemnity is paid to the Insured; if the permanent disability exceeds that percentage, no excesses shall apply. For Permanent Disability exceeding 60%, the Company will indemnify the entire sum insured.

In the event of an Accident, the percentage of Disability will be assessed once the permanent sequelae have stabilised, **within 12 months of the date of notification of the Accident.**

After receiving the required documentation as indicated in Article 3.5 – Obligations of the Insured in the event of a Claim, the Company undertakes to provide the outcome of the assessment of the Claim to the Insured or, in the event of death, to the legitimate heirs **within 90 days of the results of the medical-legal investigation.**

The right to Indemnity for Permanent Disability is of a strictly personal nature. However, **in the event that the Insured dies before such Indemnity is paid,** the Company will pay to the lawful heirs or successors:

- the amount already agreed, or failing this;
- the amount offered, or failing this;
- the proposed amount, if objectively determinable according to the terms and conditions set out in the policy, provided that **the legitimate heirs or assignees demonstrate the stabilisation of the disabling sequelae** by producing a certificate of recovery or appropriate documentation attesting to such stabilisation.

If deemed necessary for the assessment of the Claim and upon a formal request by the Company, **the legitimate heirs or assignees must authorise an autopsy on the Insured**, which will take place with the assistance of a doctor chosen by the Company and a doctor chosen by the legitimate heirs or assignees, if they deem it necessary.

Conditions of Insurance

Itasnow

What to do in the event of a claim

Article 3.7 – 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 3.8 – DETERMINATION OF INDEMNITY – 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 3.6 - 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 shall 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.

IN THE EVENT OF AN EXPENSES REIMBURSEMENT CLAIM

Article 3.9 – OBLIGATIONS OF THE INSURED IN THE EVENT OF A CLAIM

In the event of a Claim, the Insured **must always provide the Company with the following documentation:**

- 1. copy of the ski pass and/or related payment receipt or other document certifying the purchase of the ski pass;**
- 2. the intervention report of the piste rescue service (except for point e).**

In addition, the Insured is required to document:

- a) with respect to Article 2.1.2 – letter a) reimbursement of medical and emergency care expenses: the medical and rescue expenses incurred;**
- b) with respect to Article 2.1.2 – letter b) Ski Pass reimbursement due to Accident: admission to the emergency room with the relevant medical statement attesting to the impossibility of performing the activity covered by the insurance and a declaration by the Insured Party of the number of unused ski pass days;**
- c) with respect to Article 2.1.2 – letter c) sports equipment hire reimbursement due to Accident: admission to the emergency room with the relevant medical statement attesting to the impossibility of performing the activity covered by the insurance and a declaration by the renter attesting to the unused part of the rental;**
- d) with respect to Article 2.1.2 – letter d) reimbursement of sport tuition due to Accident: admission to the emergency room with the relevant medical statement attesting to the impossibility of performing the activity covered by the insurance and a declaration by the ski school attesting to the unused tuition hours;**
- e) with respect to Article 2.1.2 – letter e) reimbursement of ski pass due to adverse weather conditions: declaration by the Insured Party certifying the cause and duration of the closure of the facilities, and a declaration by the Insured of unused ski pass days.**
- f) with reference to Article 2.1.2 – letter f) family cover: access to the emergency room with a medical statement attesting that the injured person is unable to perform the activity covered by the insurance and, depending on the expense for which reimbursement is sought:**
 - a declaration by the insured attesting to unused ski pass days;**
 - a declaration by the renter attesting to the unused portion of the rental;**
 - a declaration by the ski school attesting to the hours of unused lessons.**

Conditions of Insurance

Itasnow

What to do in the event of a claim

Who can I contact in the event of a Claim?

To report a Claim, I can use the email sinistri.sciatori@gruppoitas.it

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

Conditions of Insurance

Itasnow

Extract from the Articles of Association

SPECIAL CONDITIONS APPLICABLE TO SHAREHOLDERS - PERSONS INSURED BY ITAS MUTUA

EXTRACT FROM THE ARTICLES OF ASSOCIATION

A full copy of the Articles of Association is available to Insured Shareholders at the Agency's Offices or downloadable from the website: www.gruppoitas.it

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 9 - Contributions-collection

The Board of Directors determines at least annually the contribution-collection rates to be applied to the class values for each class of business operated and, if necessary, for particular sectors of the same class. (...) Policyholders are informed of the contribution-collection, supplemented where applicable by the Guarantee Fund, by posting at the offices of the intermediaries. Payment must be made by the deadlines and in the manner established in the policy conditions. The provisions of this Article shall apply insofar as they do not conflict with legislative or regulatory provisions.

Article 10 - Admissions to the Company

Anyone who has an interest in insurance may participate in the Company, including by taking out a policy on behalf of others, entitled parties, or through a representative. The status of Policyholder-Insured is acquired by taking out an insurance policy which, together with these articles of association, governs the relationship between the Policyholder-Insured and ITAS Mutua. (...) The status and consequent rights of the Shareholder cease immediately and in all respects for the Policyholder-Insured upon the termination - for whatever reason - of the insurance relationship (...). The Board of Directors is competent to decide on the admission of Policyholders at its sole discretion

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 the non-fulfilment.

Art. 27 - 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.



ITAS MUTUA

Società capogruppo

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

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

P. Iva / 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