



## INFORMATION BOOKLET

(in accordance with Articles 30 et seq of IVASS Reg. no. 35 dated 26/05/2010)

**Collective Policy with Individual Membership No. IAH0013646**

*hereafter known as*

**“AIG sNOW PROBLEM”**

**Multi-Risk Insurance for Skiing and Snowboarding**

This Information Booklet, containing:

- a) Information Notice;
- b) Conditions of Insurance;
- c) Personal Data Privacy Policy

must be provided to the Policyholder before signing the contract.

**Before signing, read the Information Notice carefully.**

## INFORMATION NOTICE

### DAMAGES INFORMATION NOTICE

**Date of last update of the data contained in this Information Notice: 30.04.2016**

To consult the updates of this Information Booklet, please refer to the Insurance Company's website [www.aig.co.it](http://www.aig.co.it).

This Information Notice is prepared in accordance with the outline provided by IVASS but its content is not subject to prior approval by that authority.

**The Policyholder must read the conditions of insurance before signing the Policy.**

In accordance with Art. 166 of the Insurance Code and Article 31 of IVASS Regulation no. 35 dated 26 May 2010, this Information Notice sets out in bold type the clauses that provide risks, burdens and obligations for the Policyholder or the Insured, exclusions, limitations and warranty suspension periods, invalidity, forfeitures, as well as information qualified as "Warnings" by IVASS Regulation no. 35.

**The terms used in this information notice have the meaning defined within the Conditions of Insurance. This document may not in any case derogate what is expressly provided within the Conditions of Insurance which will prevail over the information notice. Any covenants in derogation or in addition to what is provided in this document may be contained in supplementary annexes and/or in the attachments to the Conditions of Insurance.**

### INFORMATION ON THE INSURER

#### General Information

- AIG Europe Limited. Registered in England and Wales with number 01486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom.
- This insurance policy is issued by AIG Europe Limited – General Agent for Italy, branch based in Via della Chiusa, 2, 20123, Milan, Italy, Tel: +39 02.36.90.1 - Fax 02 36 90 222
- Website: <http://www.aig.co.it>
- E-mail address: [info.italy@aig.com](mailto:info.italy@aig.com)
- AIG Europe Limited – General Agent for Italy is supervised by the Supervisory Authority for the English insurance market Prudential Regulation Authority. AIG Europe Limited is authorised to operate in Italy by way of its establishment and its registration number to the Register of Insurance Companies is I00106. The regulatory regimes in force in other countries in which AIG Europe Limited – General Agent for Italy operates may deviate in whole or in part from that existing in the United Kingdom. The activity of AIG Europe Limited on the Italian market is regulated by IVASS.

#### Information on the financial position of the Insurer

- AIG Europe Limited has a net equity of € 3,458,500,000 (€ 4,704,162,132.00), of which share capital € 197,118,479 (€ 268,115,450.22) and capital reserves € 1,467,400,000 (€ 1,995,919,477.69). The data regards the last approved financial statement for 2014.
- The insurance company's solvency ratio, meaning the ratio between the available solvency margin and the amount of solvency margin required by existing regulations, is 428%. This coefficient is based upon the minimum capital requirements introduced by the Solvency 1 regime, identified on the basis of the Regulatory Return presented at the end of the year by the insurance company.

### INFORMATION ON THE CONTRACT

This insurance contract is stipulated without the formula of tacit renewal.

#### Insurance cover offered - Limitations and Exclusions

This Policy is insurance to cover incidents and accidents linked to the performance, **in skiing areas**, of the following amateur activities on snow: skiing, in its various types, snowboarding, cross country skiing, sleighing and sledging. **The insurance cover is provided up to the amount of the respective insured maximum ceilings and with the reimbursement limits indicated therein for each service.**

Please see the Sections of the policy as well as Annex 1-Table of Warranties of the Conditions of Insurance for detailed aspects.

#### Warnings:

**ALL WARRANTIES offered are subject to conditions of insurability, limitations and exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please note the content of the "Territorial Validity" section of the Conditions of Insurance, of Articles 4, 5, 6, 7, 8, 9 and 10, 15 and 16 of the Insurance Warranties, as well as everything provided in the individual sections as indicated below in the Warnings.**

**Warning: the warranties provided by this policy are at second risk and subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties to this Booklet.**

Below is a numerical example of the mechanism of applying the deductible used in the policy:

|                                   |             |
|-----------------------------------|-------------|
| Maximum ceilings/Indemnity limit: | € 10,000.00 |
| Compensation/indemnity claim      | € 5,000.00  |
| Deductible                        | € 100.00    |
| Damage payable                    | € 4,900.00  |

Below is a summary description of the warranties provided, within the limits and under the conditions of the Policy:

### SECTION A – COSTS OF RESCUE ON THE SLOPES, MEDICAL COSTS OF FIRST AID

Within the limits and under the conditions of the Policy, the following warranties are provided:

## A.1 Costs of rescue on the slopes - Italy

### A.2 Medical costs of first aid

Please see SECTION A - COSTS OF RESCUE ON THE SLOPES, MEDICAL COSTS OF FIRST AID of the Services for detailed aspects.

**Warning: the aforementioned warranties set out in Section A are subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items A.1 and A.2 of Section A, as well as the provisions of Art. 4 – Temporal Validity of the Insurance Warranties and at item “Nature of the Services and Warranties” of Section A.**

**Warning: the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.**

## SECTION B – MEDICAL RETURN, DRIVER AVAILABLE

Within the limits and under the conditions of the policy, the following warranties are provided:

### B.1 Medical return of the Insured to his domicile

### B.2 Driver available for return to domicile

Please see SECTION B – MEDICAL RETURN, DRIVER AVAILABLE of the Services for detailed aspects.

**Warning: the aforementioned warranties set out in Section B are subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Conditions of Intervention of the Assistance Platform”, “Provision of the Services of the Assistance Platform” and “Exceptional Circumstances” of Section B.**

**Warning: the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.**

## SECTION C – CIVIL LIABILITY

Within the limits and under the conditions of the policy, the following warranties are provided:

### C.1 Civil liability for damages caused involuntarily to third parties (physical injuries to Third Parties, damage or loss of property owned by Third Parties).

The warranties are provided at second risk.

Please see SECTION C – CIVIL LIABILITY of the Services for detailed aspects.

**Warning: the aforementioned warranties set out in Section C are subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Special Exclusions applicable to Section C”, “Special Conditions applicable to Section C” and “Subject of the Warranty” of Section C**

**Warning: the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.**

## SECTION D – LEGAL PROTECTION

Within the limits and under the conditions of the policy, the following warranties are provided:

### D.1 Bearing legal costs and court case costs

Please see SECTION D – LEGAL PROTECTION of the Services for detailed aspects.

**Warning: the aforementioned warranties set out in Section D are subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Special Exclusions applicable to Section D”, “Special Conditions applicable to Section D” and “Subject of the Warranty” of Section D**

**Warning: the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.**

## SECTION E – REIMBURSEMENT OF SKI PASS NOT ENJOYED DUE TO INJURY

### Warranty valid only for policies of three or more consecutive days

Within the limits and under the conditions of the policy, the following warranties are provided:

### E1 Reimbursement of the pro-rata amount of the ski pass not enjoyed as a result of accident and/or injury

Please see SECTION E – REIMBURSEMENT OF SKI PASS NOT ENJOYED DUE TO INJURY of the Services for detailed aspects.

**Warning: the aforementioned warranty set out in Section E is subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Special Conditions applicable to Section E” and “Subject of the Warranty” of Section E.**

**Warning: the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.**

## SECTION F – REIMBURSEMENT OF SKI RENTAL MATERIAL NOT ENJOYED DUE TO INJURY

### Warranty valid only for policies of three or more consecutive days

Within the limits and under the conditions of the policy, the following warranties are provided:

### F1 Reimbursement of the pro-rata amount of the rental costs of skiing material not used as a result of accident and/or injury

Please see SECTION F – REIMBURSEMENT OF SKI MATERIAL NOT ENJOYED DUE TO INJURY of the Services for detailed aspects.

**Warning:** the aforementioned warranty set out in Section F is subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Special Conditions applicable to Section F” and “Subject of the Warranty” of section F.

**Warning:** the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.

## SECTION G – REIMBURSEMENT OF SKIING LESSONS NOT ENJOYED DUE TO INJURY

### Warranty valid only for policies of three or more consecutive days

Within the limits and under the conditions of the policy, the following warranties are provided:

#### G1 Reimbursement of the pro-rata amount of skiing lessons not enjoyed as a result of accident and/or injury

Please see SECTION G – REIMBURSEMENT OF SKIING LESSONS NOT ENJOYED DUE TO INJURY of the Services for detailed aspects.

**Warning:** the aforementioned warranty set out in Section G is subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Special Conditions applicable to Section G” and “Subject of the Warranty” of section G.

**Warning:** the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.

## SECTION H – REIMBURSEMENT OF SKI PASS NOT ENJOYED DUE TO ADVERSE WEATHER

### Warranty valid only for policies of three or more consecutive days

Within the limits and under the conditions of the policy, the following warranties are provided:

#### H1 Reimbursement of ski pass not enjoyed due to adverse weather

Please see SECTION H – REIMBURSEMENT OF SKI PASS NOT ENJOYED DUE TO ADVERSE WEATHER of the Services for detailed aspects.

**Warning:** the aforementioned warranty set out in Section H is subject to conditions of insurability, limitations and specific exclusions, which may lead to the reduction or non-payment of the indemnity. In that regard, please see the content of items “Special Conditions applicable to Section H” and “Subject of the Warranty” of section H.

**Warning:** the aforementioned warranties are provided at second risk and are subject to maximum ceilings, deductibles and indemnity limits. In that regard, please see the content of Annex 1 - Table of Warranties.

### Declarations of the Insured in relation to the risk circumstances - Invalidity

**Warning:** inexact or reticent declarations by the Policyholder or the Insured, in relation to circumstances that affect the assessment of risk, rendered at the time of finalising the contract or at subsequent renewals, may involve the total or partial loss of the right to the indemnity as well as the termination of the insurance contract. Please see Art. 14 of the General Conditions of Insurance for detailed aspects.

### Aggravation and reduction of risks and changes in profession

The Policyholder must give written communication to the Insurer of any aggravation of the risk and reduction of the risk. Aggravations of the risk not known or not accepted by the Insurer may involve the total or partial loss of the right to the indemnity as well as the termination of the contract in accordance with Art. 1898 of the Italian Civil Code.

### Premiums

The premium shall be paid to the Company by the Policyholder via the Broker. In that regard, please refer to Articles 12 and 13 of the General Conditions of Insurance.

**Warning:** there are no premium discounts standardised to conditions predetermined by the Insurer or the Broker.

### Adjustment of premium and insured sums

There is no provision for mechanisms of adjustment of the premium and the insured sums.

### Recourse

**Warning:** there is no right of recourse in favour of the Company.

### Right of withdrawal/rethink

**Warning:** there are no conventional withdrawal clauses.

### Limitation and forfeiture of the rights deriving from the contract

The rights deriving from the insurance contract are limited to two years from the day on which the event occurred on which the right is based, in accordance with Art. 2952 of the Italian Civil Code. In the Civil liability insurance, the term commences from the day on which the third party claimed the compensation from the Insured or brought an action against it. In the event of an incident, in the case of non-fulfilment of the obligation to give notice thereof within the terms provided by the insurance contract, the Insured may forfeit, in whole or in part, the right to the indemnity in accordance with Art. 1915 of the Italian Civil Code.

### Law applicable to the contract

The legislation applicable to the contract is Italian. The language chosen by the parties for communications relating to this contract is Italian.

### Tax regime

The tax charges relating to the insurance contract are borne by the Policyholder. The indemnities paid in the event of a claim are exempt from income taxes and other indirect taxes.

### Applicable taxes to the contract

The following tax rates and premium percentages are applicable to the contract:

- TRAVEL ASSISTANCE 10% of the premium to which 10% tax is added
- ACCIDENT AND ILLNESS 40% of the premium to which 2,5% tax is added

- LEGAL COSTS 1% of the premium to which 1% tax is added
- CIVIL LIABILITY 19% of the premium to which 21,25% tax is added
- PECUNIARY LOSSES 30% of the premium to which 21,25% tax is added

## INFORMATION ON LIQUIDATION PROCEDURES AND COMPLAINTS

### Claims – Liquidation of indemnity

**Warning - In order to use the services Costs of rescue on the slopes - Reimbursement of medical costs of first aid, set out in Section A of the policy** the Insured, or any person in their presence, must immediately report to the Slope Rescue Service that they are covered by insurance, displaying all documents required by the latter in order to make the necessary checks. The Slope Rescue Service will check, at the time of the intervention, if the person involved in the accident and/or injury possesses the duly valid ski pass and the insurance, the name of the Insured and his/her identity.

**Warning - In order to use the assistance services Medical return – Driver available for the return to the domicile set out in Section B of the policy** the Insured must necessarily make contact with the Assistance Platform, on number

**Tel +39 039 6554 6635**

indicating: surname and name of the Insured, ski pass number, nature of the accident or injury, telephone number at which the Insured can be contacted for subsequent requirements of contact by the Assistance Platform. None of the Services set out in Section B of the policy will be guaranteed where the Insured has not contacted the AIG Assistance Platform to request the necessary authorisation.

### Warning - For All Services

To request an indemnity, the Insured must send a written request with a brief description of the incident itself by recorded delivery post with return receipt **strictly by and not beyond 10 days from the occurrence of the incident**, to the following address:

#### AIG Europe Limited

General Agent for Italy - Via della Chiusa, 2  
20123 MILAN - ITALY

Alternatively, the claim may be opened, **again in compliance with the mandatory limit of 10 days from the occurrence of the event**, via the website [www.sinistriviaggi.it](http://www.sinistriviaggi.it)

**Please refer to Articles 23, 24 and 25 of the Conditions of Insurance for detailed aspects relating to the liquidation procedures.**

### Complaints

We believe that every customer deserves a prompt, courteous and efficient service. If our service does not satisfy your expectations, you can contact us at the addresses and by the methods indicated below.

Any complaints regarding the contractual relationship or the handling of claims must be made in writing to the Insurer and addressed to:

#### AIG Europe Limited - General Agent for Italy

##### Complaints Service

Via della Chiusa, 2 – 20123 Milan - Fax 02 36 90 222

E-mail: [servizio.reclami@aig.com](mailto:servizio.reclami@aig.com)

The Insurance Company will be responsible for informing the complainant of the receipt and handling of the complaint, within 5 days from receipt of the same. The Insurance Company will communicate the outcomes of the complaint to the complainant as soon as possible and in any case within the maximum term of 45 days from the date of receipt of the complaint itself.

In compliance with the provisions of IVASS Regulation no. 24 dated 19 May 2008, the following may be submitted directly to:

IVASS - Istituto per la Vigilanza sulle Assicurazioni (Italian Insurance Supervisory Authority)

Users' Protection Service - Via del Quirinale, 21 - 00187 Rome

at the same time requesting the activation of the FIN-NET procedure

- any complaints not relating to the contractual relationship or handling of claims, but relating to the failure to comply with other provisions of the Insurance Code, the respective rules of implementation, as well as the rules on distance selling of insurance products;
- complaints already submitted directly to the Insurer and that have not received a response within the term of forty-five days from receipt by the insurance company itself or that have received a response deemed to be unsatisfactory.

The new complaint must contain:

- a) name, surname and domicile of the complainant, with possible telephone number;
- b) identification of the entity or entities whose actions are the subject of the complaint;
- c) brief description of the reason for the complaint;
- d) copy of the complaint submitted to the Insurer and any reply of the same;
- e) any document useful for describing the circumstances more comprehensively.

In the absence of any of the indications provided at points a), b) and c) IVASS, for the purposes of launching the investigations, within the term of ninety days from receipt of the complaint, shall request from the complainant, where identifiable based upon the elements set out in letter a), the supplementation of the same with the missing elements.

In relation to disputes concerning the quantification of the services and the attribution of liability, it is noted that the Judicial Authority retains exclusive jurisdiction, as well as the right to make recourse to conciliatory systems, where existing.

Complaints in relation to which the Judicial Authority has already been contacted do not fall under the remit of IVASS.

Where the Parties have agreed upon legislation other than Italian legislation, the body instructed to examine any complaints will be that provided by the chosen legislation and IVASS will facilitate communications between the relevant authority and the Policyholder.

### Arbitration


With reference to Warranty D, where, in disagreement with the Insured, the Company deems that the legal action has no likelihood of success or that the costs associated with it would be higher than any sum recoverable as a result of the ruling, the parties may defer to arbitration the decision on whether or not to bring the action. In that regard, please refer to the item "Subject of the Warranty" of Section D.

**Warning: The Insured still has the possibility of contacting the relevant Judicial Authority.**

### Glossary

This paragraph of the Information Notice contains and explains the technical terms commonly used in an insurance contract, which the Policyholder may use for a better understanding of the insurance contract. Please note that the terms set out below do not assume any significance for the purposes of interpreting the insurance contract, in relation to which only the Definitions set out in the Conditions of Insurance are significant.

|                            |   |
|----------------------------|---|
| <b>Insured</b>             | In non-life sections, the person in the interest of whom the contract is signed as well as the holder of the right to any indemnity.  |
| <b>Insurance</b>           | The operation with which an entity (Insured) transfers to another entity (Company) a risk to which it is exposed.   |
| <b>Insurance Code</b>      | Italian Legislative Decree 7 September 2005, no. 209, as subsequently amended.  |
| <b>Policyholder</b>        | The person who enters into the insurance and undertakes to pay the premium. The Policyholder may not be the same person as the Insured.   |
| <b>Indemnified damages</b> | Damage determined based upon all the policy conditions, without considering any excesses, deductibles and indemnity limits.   |
| <b>Deductible</b>          | The set amount, deducted from the indemnified damage, which the Insured pays and for which the Insurer does not provide the indemnity.  |
| <b>Indemnity</b>           | The sum due from the insurer to the Insured in the event of a claim.  |
| <b>IVASS</b>               | Italian Supervisory Authority for Insurance. A body by public law which is responsible for supervising insurance companies, as well as insurance brokers (agents and intermediaries) and experts for the valuation of damage to vehicles. |
| <b>Maximum ceiling</b>     | The maximum obligation for the Insurer per claim and/or per insurance period provided for a specific guarantee.   |
| <b>Policy</b>              | The document that proves the existence of the insurance contract.   |
| <b>Premium</b>             | The price that the Policyholder pays to purchase the warranty offered by the Insurer. The payment of the premium usually constitutes a condition of effectiveness of the warranty.  |
| <b>Compensation</b>        | The sum due from the Insured to the injured third party in the event of an incident.  |
| <b>Risk</b>                | The probability that the claim will occur and the extent of the damages that may derive from it.  |
| <b>Recourse</b>            | The right due to the Insurer against the Insured and which allows the Insurer to recover from the Insured the sums paid to injured third parties, in cases where it contractually had the right to refuse or to reduce its service.       |
| <b>Incident</b>            | The occurrence of the event for which the insurance warranty is provided.   |
| <b>Insurer</b>             | The insurance company exercising professionally and exclusively insurance activity authorised by IVASS and subject to its supervision.  |
| <b>Subrogation</b>         | The right of the Insurer that has paid the indemnity to replace the Insured in the rights in relation to the liable third party, where the damage results from an unlawful action by a third party.                                       |

|  |   |
|--|---|
| <p><b>AIG Europe Limited, General Agent of the truthfulness and completeness of the data and information contained in this Information Notice.</b></p> | <p><b>AIG Europe Limited</b><br/>                 General Agent for Italy<br/>                 The Legal Representative<br/>                 Marco Dalle Vacche</p>  |
|--|---|

## CONDITIONS OF INSURANCE

THE POLICYHOLDER IS INFORMED OF THE NEED TO READ THE CONTRACT CAREFULLY BEFORE SIGNING IT, PAYING PARTICULAR ATTENTION TO THE CLAUSES THAT, IN ACCORDANCE WITH ART. 166 OF THE INSURANCE CODE, ARE HIGHLIGHTED IN BOLD TYPE (SPECIFICALLY HIGHLIGHTED CHARACTER) AS THEY CONTAIN: FORFEITURES, INVALIDITIES, WARRANTY LIMITATIONS OR BURDENS FOR THE POLICYHOLDER OR SIMILAR CLAUSES.

### DEFINITIONS

#### Member

The person who joins this collective policy with individual membership to insure himself and/or other persons.

#### AIG sNOW PROBLEM

The name of this insurance product

#### Skiing Area

The snowy surface, even artificial, open to the public and constituted by the portion within the poles on the slope usually reserved for practising snow sports, except for the area named "Snow Park".. Outside winter season it is considered as "skiing area" the very same area defined in this chapter, although without snow.

#### Insured

The person whose interest is protected by the Insurance. Where the insurance is combined with a ski pass, the Insured is the owner or holder of the ski pass duly issued by the Policyholder or other entities authorised by it.

#### Insurance

This insurance contract

#### Assistance Platform

The structure, open 24 hours a day, which is responsible for providing on behalf of the Company immediate assistance in the cases provided by the policy. The assistance service is open 24 hours a day, 365 days a year and can be contacted on the following telephone number:

**+39.039.6554.6635**

#### Claims Handling Centre

The office that handles the claims of this policy, subject to the services that, based upon the policy conditions, are provided by the Assistance Platform.

Claims for indemnity must be sent to the following address:

**AIG Europe Limited - General Agent for Italy**  
Via della Chiusa, 2 - 20123 MILAN ITALY  
E-mail: [sinistri.ita@aig.com](mailto:sinistri.ita@aig.com)

or may be sent by connecting to the website [www.sinistriviaggi.it](http://www.sinistriviaggi.it).

#### Policyholder

The person who has entered into this collective insurance policy with individual membership; for this policy, Consorzio Skipass Paganella. is understood to be the Policyholder.

#### Conditions, exclusions and warranties

The conditions and special exclusions are applied to the individual sections of the policy, while the exclusions, conditions and general warranties apply to the policy as a whole.

#### Family member

Husband, wife, parent, father-in-law/mother-in-law, brothers, sisters, sons, daughters, partners, grandparents, grandchildren, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, stepmother, stepfather, stepsons, stepdaughters, half-brothers, half-sisters of the Insured.

#### Information Booklet

The contractual document consisting of Information Notice, the text relating to Personal Data Protection and these Conditions of Insurance.

#### Deductible

Fixed sum on a lump sum basis in the contract and remaining to be paid by the Insured in the case of compensation consequent to a claim.

#### War

War, declared or not declared, or warlike activities, including the use of military force by any Sovereign State for economic, geographic, nationalistic, political, racial, religious or other purposes.

#### Accident

The accidental collision between the Insured and a third party occurring in the exercise of the activity subject to the Insurance and that has caused an injury to the Insured and/or objectively ascertainable material damages to the detriment of the Insured **for which the intervention of the Slope Rescue Service is required, in the location of occurrence of the Incident.**

#### **Incident**

The event occurring to the Insured during the activity subject to the Insurance, due to an accidental, violent or external cause that produces objectively ascertainable bodily injuries **and that has required the intervention, in the location of occurrence of the Incident, of the Slope Rescue Service and the urgent transportation to a medical facility.**

#### **Bodily injury**

Any physical injury suffered by a person.

#### **Maximum ceiling**

**The sum up to the amount of which the Company provides the warranty, per person, whatever the number of claims and persons affected.**

#### **Premium**

The sum due from the Policyholder to the Company.

#### **Residence**

The location in which the individual has his habitual residence as shown by the registry certificate.

#### **Hospital admission**

The receipt of treatment at a hospital facility, where a minimum stay of 24 consecutive hours is necessary. Hospital facility means: a hospital or clinic authorised to perform acts and administer treatment to unwell or injured persons, in possession of the local administrative authorisations required to perform those actions and equipped with the necessary personnel.

#### **Claim**

The occurrence of an event provided in the contract. Claims for compensation attributable to the same event constitute a sole and single claim.

#### **Slope Rescue Service**

The specialist public or private civil or military rescue organisation duly authorised to provide the rescue service to the Insured in the location of occurrence of the Incident.

#### **Company**

**AIG Europe Limited - General Agent for Italy**  
**Via della Chiusa, 2 - 20123 Milan (Italy)**  
**Internet website: <http://www.aig.co.it>**

#### **Third Parties**

Any individual or entity **excluding the Insured, his/her Family Members, ascendants, descendants and persons travelling with the Insured, officers of the Insured, whether or not they are under the employ of the Insured, in the exercise of their duties.**

## **INSURANCE WARRANTIES**

### **SUBJECT**

#### **Art. 1 - Subject of the Insurance**

This contract constitutes insurance to cover accidents and injuries linked to the performance:

- a) **within the skiing area**, of the following amateur activities on snow: skiing, in its various types, snowboarding, cross country skiing, sleighing and sledging;
- b) **outside winter season, of the following amateur activities: bike and mountain bike**

**The insurance cover is provided up to the amount of the respective insured maximum ceilings and with the reimbursement limits indicated therein for each Service**

#### **Art. 2 – Insurable and insured persons**

This insurance is provided, in favour of the Insured persons identified by the Member at the time of purchasing the ski pass, in relation to each of which the respective insurance premium has been calculated and paid.

#### **Art. 3 – Territorial Validity**

The Insurance is valid for all ski slopes that can be accessed with the ski pass in use at the time of the Incident.

#### **Art. 4 – Temporal Validity**

The entire day or days for which the Insured has purchased the policy, coinciding with the duration of the ski pass with which the policy is combined.

#### **Art. 5 – Validity of Insurance**

**The insurance is valid only and exclusively in the case of a request for intervention, in the location of occurrence of the incident, of the Slope Rescue Service;** the Insured must report to the Slope Rescue Service that they are covered by insurance, showing that they are in possession of a regular ski pass, proving the right to use the skiing area in which they are located, as well as all documents that are required to make the necessary checks. The Slope Rescue Service will check, at the time of the intervention, if the person involved in the incident and/or injury is in possession of the insurance, the name of the Insured and the



identity of the same. Where the ski pass has not been purchased at the same time, the insurance is valid only if purchased before the daily commencement of the activity subject to the contract.

#### **Art. 6 - Services**

The insured services, with the respective reimbursement limits, limitations and exclusions, are defined in the "Services" section below.

All warranties are provided at second risk **with respect to what is covered by other insurance policies in force or entered into by the Insured or by the Policyholder**, and the indemnities are liquidated net of any other indemnities due from other policies in force and/or from corporate insurance and/or mandatory insurance. **Unless otherwise established, maximum ceilings, deductibles and excesses are applied per claim/event.**

#### **Art. 7 - Conditions relating to state of health valid for all sections of the policy**

The policy contains some contractual clauses that refer the insured cover (or exclusion) to the state of health of the Insured. **In particular, it is established and agreed that the cover is not provided for medical problems that the Insured had prior to the commencement of the warranty. In that regard, please refer to Article 10 - Exclusions valid for all policy sections.**

#### **Art. 8 - Deductibles**

The individual policy sections may provide the liquidation of the claim subject to the application of a deductible for the Insured, the amount of which is determined in accordance with the provisions of the respective sections.

#### **Art. 9 – Exclusion of dangerous activities**

In any case the following activities are excluded from the insurance cover:

adventure races, biathlons, descent with bobsleigh / skeleton, climbing / trekking / hiking on foot above 4,000 metres, heli-skiing, ice hockey, ice speedway, mountaineering / rock climbing, paragliding, acrobatic skiing, ski-doo snowmobiles, trampolining with skis, skiing competitions, Acrobatic/hurdles BMX, ciclocross, triathlon.

#### **Art. 10 – Exclusions valid for all policy sections**

Accidents and injuries caused or occurring as a result of or on the occasion of the following are always excluded from all warranties:

- a. Any event happened outside the skiing area, as defined in the "Definitions" chapter
- b. Intentional acts, wilful misconduct or gross negligence of the Insured and/or the Policyholder and/or the persons for which they are liable in accordance with the law, or from intentional non-compliance with official rules
- c. involvement of the Insured in any malicious, illicit or criminal act, along with participation in theft, robbery or other crimes
- d. suicide or attempted suicide of the Insured and respective consequences, or acts of self-harming or intentional exposure to danger (except in the attempt to save human lives)
- e. any other damage connected to the reported event and not covered by this insurance
- f. civil or foreign war, invasion, insurrection, revolution, martial law, use of military power or usurpation of government or military power, strikes, uprisings of any nature, civil commotion, effects deriving from a source of radioactivity, epidemics, pollution
- g. tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, storms, landslides, avalanches, tsunamis, landslides, natural catastrophes, weather events
- h. exposure or contamination due to nuclear, chemical or biological substances, irrespective of the causes that contributed to it
- i. taking of drugs, narcotics or similar and medicinal substances not prescribed by an authorised medical authority and the respective consequences
- j. inebriated state of the Insured, characterised by the presence in the blood of a BAC equal to or above that fixed by the law that regulates driving in the country in which the Insured is located at the time of the incident
- k. use or possession of weapons, including hunting and war weapons
- l. any accidental act that makes it impossible to use this insurance, including prohibitions decided by the local, national or international authorities
- m. ski-mountaineering or outside the equipped skiing areas
- n. participation in sports competitions in any guise including preliminary competitions, officially organised exercises or training in view of those events . Accidents and injuries caused in amateur competition are covered if they take place under the guidance of expert and qualified instructors, within the foreseen guidelines and with the use of all recommended safety equipment
- o. transportation on ski lifts, including the phase of embarking and disembarking from the same
- a. use of ski passes against the regulation

With particular reference to the Civil Liability warranties, the following are also expressly excluded:

- b. all damages that are not material
- c. all indirect damages
- d. all damages caused to members of the same group who were performing the activity covered by the insurance together with the beneficiary, except in the case where all members of the group were covered by insurance
- e. all damages deriving from the ownership, possession, use or driving of motor vehicles
- f. Claims for which the Beneficiary has made settlements of any nature with the injured party without the prior approval of the Company, therein including the recognition of partial or total liability
- g. Claims for which the beneficiary has not sent to the company the "Reconstruction of the dynamics of the incident" form completed in full or signed
- h. all damages caused to structures, equipment, fixed and/or mobile systems of the Policyholder.

Note:

***Sanction exclusion:*** *The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.*

**Territorial exclusion:** This policy will not cover any loss, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through (Cuba), Iran, North Korea, Syria, Sudan, or the Crimea region.

The Insurance Company is not required to provide cover or to indemnify any claim for compensation or to pay anything by virtue of this contract where it, its parent company or its group head, in doing this, incurs the payment of any sanction, prohibition or restriction provided by resolutions of the United Nations or economic or commercial sanctions, in accordance with the laws and regulations of the European Union or the United States of America.

This policy does not provide any type of cover or compensation for terrorists or members of terrorist organisations, drug traffickers, nuclear, chemical or biological arms suppliers, in the event of accident, loss, illness, injury or personal liability for directly or indirectly incurred costs;

## SERVICES

### SECTION A – COSTS OF RESCUE ON THE SLOPES, MEDICAL COSTS OF FIRST AID

#### Nature of the Services and warranties

##### A.1 Costs of rescue on slopes with toboggan

When, as a result of an accident and/or injury to the Insured on ski slopes, a rescue intervention takes place on the slopes by way of toboggan, up to the maximum ceiling indicated in Annex 1 – Table of Warranties, the ordinary costs of rescue by toboggan on the slopes if this was organised and performed by a Slope Rescue Service (or a civil or military rescue service, or by a public or private organisation duly authorised to perform services in the location of the Incident).

The warranty operates only for slopes where the ski pass in possession of the Insured is valid for the day or days on which they purchased the policy.

##### A.2 Medical first aid costs

As a result of an accident and/or injury to the Insured for which a rescue on the slopes intervention was performed, AIG bears, within the limits of the maximum ceiling indicated in Annex 1 - Table of Warranties, the medical costs of first aid incurred by the Insured in the immediacy of the incident.

The warranty only operates if the Insured is rescued in the location of the incident, by the Slope Rescue Service (or a civil or military rescue service, or by a public or private organisation duly authorised to perform services in the location of the Incident) and transported to a medical facility that provides first aid medical treatment on the very same day in which the Slope Rescue Service has performed the intervention.

Limited to the months outside winter season, in case of use of bicycle and mountain bike, the benefit is valid upon submission of a report by an official First Aid service, stating that the accident has happened during the validity of the policy and inside the area where the insurance cover applies.

The warranty operates only for slopes where the ski pass in possession of the Insured is valid for the day or days on which they purchased the policy.

#### Special exclusions applicable to SECTION A (to integrate art. 10 – Exclusions valid for all policy sections of the Insurance conditions)

In addition to the common exclusions to all warranties, the following are excluded from the insurance coverage:

- a. the consequences or repercussions of a pre-existing medical condition;
- b. facts that can be subject to criminal sanctions based on the law in the Country the Insured is in;
- c. medical costs or other costs regarding surgical treatments not deemed urgent in the opinion of doctors on site and that can be postponed until returning home;
- d. spa, rehabilitation or physiotherapy treatments, costs for glasses, contact lenses, prosthesis of any kind, wheelchairs and similar mobility aids, examinations and routine check-ups, preventive tests or treatments, examinations and control tests in the absence of an injury or an illness included in the cover;
- e. costs of cosmetic or reconstructive surgery and for wellness treatments, vaccination costs, acupuncture sessions, massage therapy, chiropractor or osteopath care;
- f. costs and treatments not prescribed by a qualified medical authority;
- g. medical costs incurred after returning home;
- h. costs for phone calls (except those to the Assistance Platform).

#### Special conditions applicable to SECTION A

As a condition of the cover provided under this section:

The warranty is limited to the refund of costs actually incurred by the Insured. If the Insured has the right to be refunded by one or more subjects, the Company is required to refund only the difference between the costs actually incurred and the covered ones, for which the Company itself will be held as liable after the reimbursement.

#### Subrogation or recourse against those liable for the incident

For the warranties set out in this Section, where an indemnity has been paid, the Company is subrogated, up to the limit of that indemnity, in the rights and actions of the Insured against anyone liable for the damage. These provisions are not applied, except in the case of wilful misconduct, in relation to subrogation actions against children, descendants, ascendants or persons who habitually live with the Insured, such as cohabiting persons or work providers under the employ of the Insured (domestic workers, drivers and the like).

### SECTION B – MEDICAL RETURN, DRIVER AVAILABLE FOR RETURN TO DOMICILE

**Conditions of intervention of the Assistance Platform:** in all cases provided by the warranties specified below, only the medical authorities of the Assistance Platform are authorised to decide in relation to the repatriation, the choice of means of transport and the location of hospital admission and, where necessary, they contact the treating doctor intervening in situ and/or the GP of the Insured.

Bookings are made by the Assistance Platform, which is entitled to request from the Insured unused travel documents.

**Provision of Services of Assistance Platform:** Costs of any nature incurred by the Insured in relation to the warranties provided in accordance with this section of the policy will be paid directly by the Assistance Platform only if approved and coordinated by the Assistance Platform itself, except for costs incurred for reasons of urgency when the Insured is unable to get into contact with the Assistance Platform in good time, even by way of third persons. In that case, the Insured will have the burden to prove the urgency of the costs incurred and the impossibility of getting into contact with the Assistance Platform and the medical costs incurred will be reimbursed.

To use the Assistance services set out in this Section, contact the Assistance Platform at the detail set out below:

**+39 039 65546635**

In all cases it will be necessary, on the first contact with the Assistance Platform, to indicate:

- surname and name of the Insured,
- address,
- contact details for subsequent actions by the Assistance Platform,
- nature and description of the injury.

### Exceptional circumstances

The AIG Assistance Platform will not be responsible for delays or impediments in the provision of the services set out in the warranties described in this section A in the case of strikes, riots, civil unrest, reprisals, restrictions to free movement, any act of sabotage or terrorism, civil or foreign war, emission of heat or radiation originating from the disintegration of the nucleus of the atom, radioactivity or other fortuitous events or force majeure.

### Nature of the services and warranties

#### B.1 Medical return of Insured to his/her domicile

As a result of an accident and/or injury to the Insured for which an intervention has been performed by the Slope Rescue Service or – outside the winter season and limited to the use of bike or mountain bike – an Official Report has been issued by an official First Aid Service as indicated on art. A.2, and for which the Insured has benefited from the warranty “Medical costs of first aid” when the Insured is declared fit for travel, in the opinion of the treating doctors in situ approved by the doctors of the Assistance Platform, the Assistance Platform will proceed with the return of the Insured to their domicile. **The date and method of return, as well as the most suitable transport, are decided and chosen by the Assistance Platform based upon the aforementioned conditions.** The return may be done by first class train, ambulance, airliner or private medical aircraft.

#### B.2 Driver available for return to domicile

As a result of an accident and/or injury to the Insured for which a first aid intervention on the slopes has been performed and for which the Insured has benefited from the warranty “Medical costs of first aid”, where the Insured has previously reached the ski slopes with their own vehicle, is not in a condition to drive and none of the passengers travelling with him is able to replace him at the wheel for objective reasons, the Assistance Platform – after having been contacted in advance and having ascertained through contact with the treating doctors in situ the impossibility of the Insured to drive the vehicle - makes available a driver to drive the vehicle and any passengers travelling with the Insured to the residence of the Insured via the shortest route, taking responsibility for the organisation and cost of the driver available and his return ticket after the intervention. All other costs related to the return (fuel, tolls, insurance, etc.) are borne in full and exclusively by the Insured.

### Special exclusions applicable to SECTION B (to integrate art. 10 – Exclusions valid for all policy sections of the Insurance conditions)

In addition to the common exclusions to all warranties, the following are excluded from the insurance coverage:

- i. the direct organisation, or in any case without prior authorisation of the Operations Centre, of all provided assistance services, except for what is provided;
- j. road costs (tolls, fuel), taxis or customs and the restaurant/hotel costs, except for those provided by the warranty;
- k. in the event of hospitalisation, the cost of a single room, unless it is not indicated for medical orders;
- l. the consequences or repercussions of a pre-existing medical condition;
- m. facts that can be subject to criminal sanctions based on the law in the Country the Insured is in;
- n. nervous or mental disorders;
- o. costs for phone calls (except those directed to the Assistance Platform).

All assistance services are also not due:

- p. in the event the Insured ignores the indications of the Operations Centre, that is:
  - i. the Insured voluntarily discharges himself against the advice of the treating hospital doctors;
  - ii. the Insured or whoever on his behalf voluntarily refuses the sanitary repatriation/return on the date and by the transport means indicated by doctors of the Operations Centre. In this case, the Company will immediately suspend the assistance, only covering the refund of further hospital and surgical costs up to an amount equal to the one of the refused repatriation services.

Diseases or benign lesions that may be treated on site do not give the right to the benefit “Return of the Insured to his/her domicile” described in art.B.1 of this Section.

## SECTION C - CIVIL LIABILITY

### Subject of the warranty

C.1 The policy keeps indemnified the Insured, **within the amount specified in Annex 1 - Table of Warranties**, where the Insured is civilly liable for damages involuntary caused to third parties, to be understood as:

- a. physical injuries of Third Parties;
- b. damage or loss of property owned by Third Parties,

as a consequence of a collision between persons **in the skiing area to which the ski pass in possession of the Insured allows access, provided that:**

- **the Slope Rescue Service drafts in good time the report with the dynamics and significant details of the incident**  
or
- **limited to the use of bike or mountain bike – an Official Report has been issued by an official First Aid Service as previously indicated on art. A.2**

The Company bears the costs incurred to defend the action of the injured party within the limits of a quarter of the insured sum, or, where a sum greater than the insured capital is due to the injured party, in proportion to the respective interest of the Company and the Insured.

**The warranties are provided at second risk. The first €500 of each claim, or 10% if greater, is not insured.**

#### **Special exclusions applicable to SECTION C (to integrate art. 10 – Exclusions valid for all policy sections of the Insurance conditions)**

**The insurance cover does not include:**

- **any liability deriving from physical injuries or from loss or damage to property:**
  - o owned by the Insured, a Family Member or a person under the employ of the Insured;
  - o or that the Insured, a Family Member or a person under the employ of the Insured have received, have in custody or under control;
- **any injury, loss or damage:**
  - o to members of the family, or a person under the employ of the Insured;
  - o having its origin in the professional or business activity of the Insured or occurring in relation to that professional or business activity;
  - o having its origin in a contract signed by the Insured;
  - o occurring during off-piste activities.
- participation in sports competitions of any nature, including training in view of those competitions, except, exclusively, for non-professional amateur competitions without cash prizes.

#### **Special conditions applicable to SECTION C**

**As conditions for the cover provided based upon this section:**

1. **the Insured must communicate promptly to AIG any element or circumstance that may justify a compensation claim against it and send any other document relating to the compensation claim and/or the insured circumstances;**
2. **the Insured must collaborate, providing all information required by AIG to be able to act on behalf of the Insured. The Insured must not negotiate, liquidate, settle out of court, accept or reject any claim for compensation without written authorisation from AIG.**
3. **Where a damages claim for compensation is made against the Insured, in order for the same to invoke this cover, it must immediately notify this to the Company, which will make available to the Insured, for the management of the dispute, its trusted lawyers which the latter must necessarily use, under penalty of forfeiture by the Insured of the right to be indemnified and to be held harmless by the Company and/or by the broker.**

### **SECTION D – LEGAL PROTECTION**

#### **Subject of the warranty**

D.1 As a result of an incident or collision between the Insured and other persons who are performing an activity defined by Art. 1 - SUBJECT OF THE INSURANCE above, within the skiing area, for which a slope rescue intervention is performed, or – **outside the winter season and limited to the use of bike or mountain bike – an Official Report has been issued by an official First Aid Service as previously indicated on art. A.2**, AIG will bear, **within the amount indicated in Annex 1 - Table of Warranties**, the legal costs and court case costs that are necessary to settle judicial or extrajudicial disputes in which the Insured is involved, **provided that the same do not have as their counterparty the Company, the Broker or the Policyholder of the Insurance.**

The Company will bear **within the limits of the total maximum ceiling of €1,000** the judicial and extrajudicial costs in the civil and criminal venue as indicated below:

1. Costs for the intervention of a lawyer
2. expert costs
3. court costs in the proceedings
4. any costs of the counterparty lawyer, in the case of a settlement authorised by the Company, or the costs of losing in the case of conviction of the Insured

**Where, in disagreement with the Insured, the Company believes that the legal action is not likely to be successful or that the costs associated with it would be higher than any sum recoverable following the ruling, the parties may defer to arbitration the decision regarding the opportunity of bringing the action.**

#### **Special exclusions applicable to SECTION D (to integrate art. 10 – Exclusions valid for all policy sections of the Insurance conditions)**

**The insurance cover does not include claims for compensation originating from criminal, wilful or intentional acts of the Insured.**

#### **Special conditions applicable to SECTION D**

**As a condition for the cover provided based upon this section:**

1. **the Insured undertakes to follow the instructions provided by the Company in the handling of any compensation claim;**

2. where the Insured is summoned to court to compensate any damages caused to third parties falling within this policy, the Insured is entitled to choose the lawyer to whom to entrust the judicial protection of his interests provided that the professional is:
  - a) authorised in accordance with applicable regulations
  - b) registered on the circuit of the Court at which the judicial offices with jurisdiction to settle the dispute are based; where possible, the Insured must recover all costs incurred by the Company and pay to the latter the sums recovered.

For the activity of handling the claims under this cover, the Company makes use of the company IGS s.r.l. - Via Ligabue, 2 - 04100 - Latina (LT) e-mail : [tutela.legale@igsonline.it](mailto:tutela.legale@igsonline.it)

## SECTION E – REIMBURSEMENT OF SKI PASS NOT ENJOYED DUE TO INJURY

Warranty valid only for policies of three or more consecutive days

### Subject of the warranty

E.1 As a result of an accident and/or injury to the Insured for which the Slope Rescue Service has intervened or – **outside the winter season and limited to the use of bike or mountain bike – an Official Report has been issued by an official First Aid Service as indicated on art. A.2**, and for which the Insured has benefited from the “Medical costs of first aid” warranty, AIG reimburses on a pro rata basis the ski pass not enjoyed.

### Special conditions applicable to SECTION E

As a condition for the cover provided based upon this section, the injury to the Insured must be such as not to allow him to resume the conduct of the activity subject to the insurance, and that impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a fiduciary doctor of the Company. The Insured will be entitled to the reimbursement of the ski pass not enjoyed, as a result of accident and/or injury, only where the ski pass has not been used for the entire period for which the reimbursement is claimed.

## SECTION F – REIMBURSEMENT OF SKI RENTAL MATERIAL NOT ENJOYED DUE TO INJURY

Warranty valid only for policies of three or more consecutive days

### Subject of the warranty

F.1 As a result of an accident and/or injury to the Insured for which the Slope Rescue Service has intervened and for which the Insured has benefited from the “Medical costs of first aid” warranty, AIG reimburses - within the limits and with deduction of the excess indicated in **Annex 1 – Table of Warranties** the pro-rata amount of any costs of rental of unused skiing material.

### Special conditions applicable to SECTION F

As a condition for the cover provided based upon this section, the injury to the Insured must be such as not to allow him to resume the conduct of the activity subject to the insurance, and that impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a fiduciary doctor of the Company.

## SECTION G – REIMBURSEMENT OF SKIING LESSONS NOT ENJOYED DUE TO INJURY

Warranty valid only for policies of three or more consecutive days

### Subject of the warranty

G.1 As a result of an accident and/or injury to the Insured for which the Slope Rescue Service has intervened and for which the Insured has benefited from the “Medical costs of first aid” warranty, AIG reimburses - **within the limits and with deduction of the excess indicated in Annex 1 – Table of Warranties** the pro-rata cost of skiing lessons already paid for and not enjoyed.

### Special conditions applicable to SECTION G

As a condition for the cover provided based upon this section, the injury to the Insured must be such as not to allow him to resume the conduct of the activity subject to the insurance, and that impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a fiduciary doctor of the Company.

## SECTION H – REIMBURSEMENT OF SKI PASS NOT ENJOYED DUE TO ADVERSE WEATHER

Warranty valid only for policies of three or more consecutive days

### Subject of the warranty

H.1 Where, in the case of adverse weather conditions, **all facilities** at which the ski pass duly issued by the Policyholder is valid are closed, the Company will reimburse the pro-rata cost of any ski passes not enjoyed.

### Special conditions applicable to SECTION H

As a condition for the cover provided based on this section, only facilities that are closed for the whole skiing day exclusively due to the following events will be considered closed: **intensity and direction of wind, temperature, risk of avalanches, excess snow**. The Insured will be entitled to the reimbursement of the ski pass not enjoyed due to adverse weather only where the ski pass has not been used for the whole period for which the reimbursement is claimed.

## RULES COMMON TO ALL SECTIONS

### INSURANCE PREMIUM

#### Art. 11 – Insurance Premium

The insurance premium is understood to be for each individual insured person.

#### Art. 12 – Payment of the premium

This insurance has effect from the time of payment of the premium by the Insured to the policy Holder

## GENERAL CONDITIONS OF INSURANCE

### Art. 13 – Declarations relating to risk circumstances

Inexact or reticent declarations by the Policyholder and the Insured relating to circumstances that affect the assessment of risk may involve the total or partial loss of the right to the indemnity as well as the termination of the Insurance itself, in accordance with Articles 1892, 1893 and 1894 of the Italian Civil Code.

### Art. 14 – Other insurance

In the event of a claim, the Insured and/or the Policyholder must communicate in writing to the Company the existence and subsequent stipulation of other insurance for the same risk and in the event of a claim, give notice thereof to all insurers and indicate to each the name of the others, as required by Art. 1910 of the Italian Civil Code. In the event of a claim, the Company will be required to pay only the share of loss in excess with respect to the other policy.

### Art. 15 – Aggravation of risk

The Policyholder/Insured must give written communication to the Company of any aggravation of the risk. Aggravations of risk not known or not accepted by the Company may involve the total or partial loss of the right to the indemnity as well as the termination of the insurance, in accordance with Art. 1898 of the Italian Civil Code.

### Art. 16 – Reduction of risk

In the case of the reduction of risk, the Company is required to reduce the premium or the instalments of the premium after the communication of the Policyholder/Insured (Art. 1897 of the Italian Civil Code) and waives the respective right of withdrawal.

### Art. 17 – Territorial Jurisdiction

For any dispute relating to this contract, the Judicial Authority in the place of residence of the Insured/Policyholder will have jurisdiction.

### Art. 18 – Tax Charges

The tax charges relating to the insurance are borne by the Policyholder.

### Art. 19 – Law applicable to the contract

This contract is regulated by the law of the Italian Republic.

### Art. 20 – Proof of contract and reference to rules of law

The contractual relationships are determined exclusively by these General Policy Conditions and by their Appendices and Annexes. For anything not regulated by the contract, the existing provisions of law shall apply.

### Art. 21 – Limitation Period

Any right in relation to the Company is limited to the term of two years from the date of the incident which gave rise to the right to the service and/or warranty in compliance with the provisions of Art. 2952 of the Italian Civil Code.

### Art. 22 – Payment Currency

The indemnities and reimbursements are paid in Italy and in Euros.

In the case of costs incurred in countries not belonging to the European Union or belonging to the same but that have not adopted the Euro as their currency, the reimbursement will be calculated at the exchange rate identified by the European Central Bank relating to the day on which the Insured incurred the costs.

## RULES IN THE EVENT OF A CLAIM

### Art. 23 – Obligations in the event of a claim

**For the services Costs of rescue on the slopes - Reimbursement of medical costs of first aid.** Since the insurance is valid only in the case of an intervention following an Incident by the Slope Rescue Service, in order to be able to make use of the services provided by this **policy, the Insured, or any person found in his presence, must immediately report to the Slope Rescue Service that he is covered by this insurance, displaying all documents requested by the latter in order to make the necessary checks. The Slope Rescue Service will verify at the time of the intervention if the person involved in the accident and/or injury possesses insurance, the name of the Insured and his identity.**

### For the services Medical return – Driver available

To make use of the assistance services the Insured must necessarily contact the AIG Assistance Platform, open 24 hours a day, on the number

**Tel +39 039 6554 6635**

indicating: surname and name of the Insured, ski pass number, nature of the accident or injury, telephone number on which the Insured can be contacted for subsequent requirements of the Assistance Platform. None of the services set out in this article will be applied where the Insured has not contacted the Assistance Platform to request the necessary authorisation.

### For All Services

To request an indemnity, the Insured must send a written request with a brief description of the claim itself by way of recorded delivery letter with return receipt **strictly by and not beyond 10 days from the occurrence of the incident**, to the following address:

### AIG Europe Limited

Gen. Agent for Italy - Via della Chiusa, 2

20123 MILAN

E-mail : [sinistri.ita@aig.com](mailto:sinistri.ita@aig.com)

Alternatively, the claim may be reported, **strictly by and not beyond 10 days from its occurrence**, by registering to the website [www.sinistriviaggi.it](http://www.sinistriviaggi.it)

After the reporting of an injurious event, AIG will send to the Insured a claim report form to fill in and return so that the indemnity claim can be processed. **To prevent fraudulent claims for compensation, the personal data of the insured is archived electronically and may be transferred to a centralised system.** That data is retained in compliance with data protection regulations.

#### **Art. 24 – Documents required for liquidation of the claim**

When reporting a claim sent by recorded delivery letter with return receipt or by way of the website [www.sinistriviaggi.it](http://www.sinistriviaggi.it) the Insured must attach the following documentation:

##### **For all warranties:**

- ✓ Original Ski pass (or photocopy in the case of a ski pass loaded on a chip card)
- ✓ Report of intervention of the Slope Rescue Service
- ✓ Any element, invoice or certificate suitable to prove the materiality of the event that gives rise to the right or benefit of the insurance service.

##### **In addition:**

- ✓ For the warranty set out in section E – Reimbursement of ski pass not enjoyed due to injury, a medical declaration must be provided certifying the impossibility of performing the activity subject to the insurance and a declaration of the Policyholder certifying the days of ski pass not used;
- ✓ For the warranty set out in section F – Reimbursement of rental material not used due to injury, a medical declaration must be provided certifying the impossibility of performing the activity subject to the insurance and a declaration of the rental company certifying the part of the rental not used;
- ✓ For the warranty set out in section G – Reimbursement of skiing lessons not enjoyed due to injury, a medical declaration must be provided certifying the impossibility of performing the activity subject to the insurance and a declaration of the ski school certifying the hours of lessons not used;
- ✓ For the warranty set out in section H – Reimbursement of ski pass not enjoyed due to adverse weather, a declaration of the Policyholder must be provided certifying the cause and duration of the closure of the facilities, as well as confirmation of the closure of those facilities with respective motivation.

#### **Art. 25 – General conditions applied to claims**

1. The insurer is not liable for losses or damages caused by the lack of use, by the Insured, of reasonable measures aimed at safeguarding his property.
2. The Insured must make all reasonable efforts to avoid or reduce any damage that may lead to a compensation claim based upon this policy.
3. The Insured must retain the policy documents for the purposes of proving the cover. In the event of a claim, those documents shall be provided in advance to the Company to obtain the provision of the guaranteed service.
4. The Insured must cooperate with the Company so that the latter may take recourse against other entities or other insurers to recover any sums paid. To that end, the Insured must provide to the Company all information requested and complete any necessary forms.
5. Anyone attempting to make a fraudulent claim or use fraudulent means to make a claim for compensation may be subjected to legal action by the Company. In addition, the fraudulent claim will not be compensated and the policy may be cancelled.
6. The Insured must provide to AIG all documents necessary for the purpose handling the claim. The Insured is responsible for bearing all costs associated with the acquisition of those documents.
7. At the request of the Company, the Insured must agree to undergo a medical examination. In the event of death of the Insured, the Company is entitled to request an autopsy.
8. The Insured must reimburse the Company, within one month of the respective request, any sum liquidated but not covered by this policy.



## ANNEX 1 – TABLE OF WARRANTIES

Owners/holders of daily or multi-day ski passes (excluding season tickets) who have joined the AIG SNOW policy are understood to be insured for the following services, maximum ceilings and deductibles, per person and per insurance period:

| For daily, consecutive two-day, non-consecutive multi-day ski passes (excluding season tickets) |                 |                             |
|---|-----------------|-----------------------------|
| Warranty  | Maximum Ceiling | Deductible                  |
| Civil liability - Personal injury   | € 250,000       | 10% with a minimum of € 500 |
| Civil liability - Damage to property  | € 15.000        | Minimum € 500               |
| Legal protection  | € 1,000         | none                        |
| Costs of rescue on Italian and foreign slopes with toboggan                                     | € 200           | none                        |
| Reimbursement of medical costs of first aid   | € 500           | none                        |
| Driver available for return to domicile   | actual cost     | none                        |

| For ski passes from 3 consecutive days and more (excluding season tickets)         |                 |                             |
|--|-----------------|-----------------------------|
| Benefit  | Maximum ceiling | Deductible                  |
| Civil liability - Personal injury  | € 250,000       | 10% with a minimum of € 500 |
| Civil liability - Damage to property   | € 15,000        | minimum of € 500            |
| Legal protection   | € 1,000         | none                        |
| Costs of rescue on Italian and foreign slopes with toboggan                        | € 200           | none                        |
| Reimbursement of medical costs of first aid  | € 500           | none                        |
| Driver available for return to domicile  | actual cost     | none                        |
| Pro-rata reimbursement of ski pass in case of injury                               | pro-rata        | none                        |
| Pro-rata reimbursement of cost for renting ski equipment in case of injury         | € 40/day        | € 20                        |
| Pro-rata reimbursement of skiing lessons not used as a result of injury            | € 60/day        | € 20                        |
| Medical repatriation   | € 5,000         | none                        |
| Pro-rata reimbursement of ski pass in case of closure of slopes due to bad weather | pro-rata        | none                        |



## INFORMATIVA SUL TRATTAMENTO DEI DATI PERSONALI



### Come utilizziamo i Dati Personali

AIG Europe Limited – Rappresentanza Generale per l'Italia si impegna a proteggere la Privacy dei suoi clienti, di chi invia una richiesta di indennizzo, nonché di tutti i suoi partner commerciali.

I **"Dati Personali"** identificano e si riferiscono a Voi o ad altri individui (ad es., il Vostro partner o altri membri della Vostra famiglia). Se fornite Dati Personali riguardo ad un altro individuo, dovete (salvo che non conveniamo diversamente) informare l'interessato del contenuto della presente Informativa e della nostra Informativa sulla Privacy e ottenere la sua autorizzazione (ove possibile) a condividere i suoi Dati Personali con noi.

**Le tipologie di Dati Personali che possiamo raccogliere e per quali finalità** - In base al nostro rapporto con Voi, i Dati Personali raccolti possono includere: informazioni di contatto, informazioni finanziarie e bancarie, referenze creditizie e merito creditizio, informazioni sensibili su condizioni di salute o mediche (raccolte con il vostro consenso ove richiesto dalla legge applicabile), nonché altri Dati Personali da Voi forniti, o che otteniamo in relazione al rapporto che intratteniamo con Voi. I Dati Personali possono essere utilizzati per le seguenti finalità:

- Gestione di polizze, ad es., comunicazioni, elaborazione di richieste di indennizzo e pagamento
- Effettuare valutazioni e prendere decisioni circa la fornitura e le condizioni di assicurazione e la liquidazione di richieste di indennizzo
- Assistenza e consulenza su questioni mediche e di viaggio
- Gestione delle nostre operazioni aziendali e infrastruttura IT
- Prevenzione, individuazione e indagini su reati, ad es., frodi e riciclaggio di denaro
- Accertamento e difesa di diritti legali
- Conformità legale e normativa (tra cui il rispetto di leggi e normative al di fuori del Vostro Paese di residenza)
- Monitoraggio e registrazione di chiamate telefoniche per finalità di qualità, formazione e sicurezza
- Marketing, ricerca e analisi di mercato

**Condivisione dei Dati Personali** - Per le finalità di cui sopra i Dati Personali possono essere condivisi con società del nostro gruppo e con terzi (quali, ad esempio, intermediari e altri soggetti di distribuzione assicurativa, assicuratori e riassicuratori, agenzie di informazioni commerciali, operatori sanitari e altri fornitori di servizi).

I Dati Personali saranno condivisi con terze parti (comprese autorità governative) se richiesto dalle leggi o normative applicabili. I Dati Personali (inclusi i dettagli di lesioni) possono essere inseriti in registri di richieste di indennizzo e condivisi con altri assicuratori. Siamo tenuti a registrare tutte le richieste di risarcimento di terzi relative a lesioni fisiche nei registri riguardanti gli indennizzi ai lavoratori. Possiamo effettuare ricerche in tali registri per prevenire, individuare e indagare su frodi o per confermare vostre precedenti richieste di indennizzo o quelle di qualsiasi altra persona o proprietà che può essere coinvolta nella polizza o richiesta di indennizzo. I Dati Personali possono essere condivisi con acquirenti potenziali e attuali e trasferite a seguito della cessione della nostra società o del trasferimento di attività aziendali.

**Trasferimento internazionale** - A causa della natura globale della nostra attività, i Dati Personali possono essere trasferiti a soggetti ubicati in altri Paesi (tra cui Stati Uniti, Cina, Messico, Malesia, Filippine, Bermuda e altri Paesi che possono avere un regime di protezione dei dati diverso da quello del vostro Paese di residenza). Quando effettuiamo tali trasferimenti, adotteremo misure per garantire che i Vostri Dati Personali siano adeguatamente protetti e trasferiti in conformità ai requisiti della normativa sulla protezione dei dati. Per ulteriori informazioni sui trasferimenti internazionali consultate la nostra Informativa sulla Privacy (di seguito riportata).

**Sicurezza dei Dati Personali** - Per mantenere i Vostri Dati Personali protetti e al sicuro sono utilizzate misure di sicurezza tecniche e fisiche adeguate. Quando forniamo Dati Personali a terzi (compresi i nostri fornitori di servizi) o incarichiamo terzi di raccogliere Dati Personali per nostro conto, Vi confermiamo che tali terzi verranno selezionati attentamente e saranno tenuti ad attuare misure di sicurezza adeguate.

**I vostri diritti** - Voi siete titolari di diversi diritti ai sensi della legge sulla protezione dei dati in relazione al nostro utilizzo di Dati Personali. Tali diritti possono applicarsi solo in determinate circostanze e sono soggetti a talune esenzioni. Tali diritti possono includere il diritto di accesso ai Dati Personali, il diritto di rettifica di informazioni non accurate, il diritto alla cancellazione delle informazioni o a sospendere il nostro utilizzo delle informazioni. Tali diritti possono includere inoltre il diritto di trasferire le informazioni ad un'altra organizzazione, il diritto di opporsi al nostro uso dei Vostri Dati Personali, il diritto di chiedere che determinate decisioni automatizzate che prendiamo prevedano il coinvolgimento umano, il diritto di revocare il consenso e il diritto di presentare reclami all'Autorità Garante per la Protezione dei Dati. Per ulteriori informazioni sui vostri diritti e su come potete esercitarli consultate la nostra Informativa sulla Privacy (di seguito riportata).

**Informativa sulla Privacy**- Maggiori informazioni sui vostri diritti e su come raccogliamo, utilizziamo e divulghiamo i Vostri Dati Personali sono contenute nella nostra Informativa sulla Privacy integrale, che potete trovare all'indirizzo: <https://www.aig.co.it/informativa-privacy>.

In alternativa, potete richiederne una copia scrivendo a: Responsabile della protezione dei dati, AIG Europe Limited- Rappresentanza Generale per l'Italia, Via Della Chiusa 2, 20123, Milano o tramite e-mail all'indirizzo: [protezionedeidati.it@aig.com](mailto:protezionedeidati.it@aig.com).