

# Third party liability insurance, legal protection, assistance and reimbursement of expenses for the skier and snowboarder

Pre-contractual information document related to the insurance product

Insurance Company: AIG Europe S.A. – Rappresentanza Generale per l'Italia



## Product: AIG SNOW PROBLEM

AIG Europe S.A., company registered in Luxembourg, registration number B218806. Registered Office: 35 D Avenue J.F. Kennedy, L-1855, Luxembourg. This insurance policy is issued by AIG Europe S.A. - Rappresentanza Generale per l'Italia (i.e. Italian branch) located in Piazza Vetra, 17, 20123 Milano, Italia, C.F. 97819940152/P.I. 10479810961 - REA Milano n. 2530954, Phone number: 02.36901 Fax 02.3690222. Website: www.aig.co.it – Registered Email address: [insurance@aigeurope.postecert.it](mailto:insurance@aigeurope.postecert.it). AIG Europe S.A. is under the authority of the Luxembourg's Insurance market supervisory authority, Commissariat aux Assurances. AIG Europe S.A. is authorized to operate in Italy in regime of freedom of establishment and the registration number of the Company register is I.00146.

**This document is for information purposes only and gives you a brief overview of the main contents of your insurance policy. Please do read carefully the informations provided down below. You can find the complete information regarding the Policy by reading the entire informative set of the Policy.**

### What is this type of insurance?

The product AIG SNOW PROBLEM constitutes insurance to cover accidents and injuries linked to the performance of skiing, in its various types bike and mountain bike and described briefly below.



#### What is insured?

Daily, two-day consecutive, non-consecutive multi-day skipasses (excluding seasonal skipass) are included in the following coverage:

✓ **Section A – Costs of rescue on the slopes, medical costs of first aid**

(i) **A.1 Costs of rescue on slopes with toboggan**

Sum insured: Euro 200

(ii) **A.2 Medical first aid costs**

Sum insured: Euro 500

✓ **Section B – Medical return, driver available for return to domicile**

(i) **B.1 Medical return of the Insured Person to his/her domicile**

Sum insured: Actual Cost

(ii) **B.2 Driver available for return to the domicile**

Sum insured: Actual Cost

✓ **Section C – Civil liability**

Sum insured for physical injuries to people: Euro 150.000

Sum insured for damage or loss of property: Euro 10.000

✓ **Section D – Legal protection**

Sum insured: Euro 1.000

In regard to the ski pass of a duration of three days or more (with the exclusion of the seasonal pass) the following securities are provided:

✓ **Section E – Reimbursement of ski pass not enjoyed due to injury**



#### What isn't insured?

The main exclusions are:

- ✗ Any event happened outside the skiing area, as defined;
- ✗ Intentional acts, fraud 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;
- ✗ involvement of the Insured person in any malicious, illicit or criminal act, along with participation in theft, robbery or other crimes;
- ✗ any other damage connected to the reported event and not covered by this insurance;
- ✗ The medical conditions that the Insured presented before the guarantee began.

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

- ✗ all damages that are not material;
- ✗ all indirect damages;
- ✗ all damages deriving from ownership, possession, usage and driving of motor vehicles.



#### Are there any restrictions on cover?

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

- ! suicide or attempted suicide of the Insured person and respective consequences, or acts

Sum insured: reimbursement on a pro rata basis the ski pass not enjoyed

✓ **Section F – Reimbursement of ski rental material not enjoyed due to injury**

Sum insured: Euro 40 per day

✓ **Section G – Reimbursement of skiing lessons not enjoyed due to injury**

Sum insured: Euro 60 per day

✓ **Section H – Reimbursement of ski pass not enjoyed due to adverse weather**

Sum insured: reimbursement on a pro rata basis the ski pass not enjoyed

of self-harming or intentional exposure to danger (except in the attempt to save human lives);

- ! tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, storms, landslides, avalanches, tsunamis, landslides, natural catastrophes, weather events;
- ! taking of drugs, narcotics or similar and medicinal substances not prescribed by an authorised medical authority and the respective consequences;
- ! every accidental act or event that may make the use of this Insurance impossible, including prohibition from the local, national or international Authorities;
- ! ski-mountaineering or outside the equipped skiing areas
- ! transportation on ski lifts, including the phase of embarking and disembarking from the same
- ! use of ski passes against the regulation



### Where am I covered?

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

You are not covered under this policy for any liability, loss or damage, directly or indirectly, deriving from trips in, to or through: Cuba, Iran, North Korea, Siria, Crimea.



### What are my obligations

- The obligation to notify the Insurer of any occurrence or change that may lead to an aggravation or a decrease in the insured risk;
- The obligation to pay the insurance premium in the manner and timing indicated by the Intermediary or in the pre-contractual documentation;
- The obligation for the Insured to transmit a written communication to the Insurer as soon as possible in order to advise of any claim or circumstance presented against the Insured person;
- The obligation not to admit, not to assume any liability, not to stipulate any agreement with the other party, not to take part to any claim request and not to take on any defense costs without the prior written authorization of the Insurer;
- The obligation for the Insured, in the event of a claim for compensation, to take reasonable steps to reduce or reduce the damage;
- The obligation not to assign this Insurance and any rights deriving from it without the prior written consent of the Insurer.
- The obligation to promptly notify AIG of any element or circumstance that could justify a request for compensation from the Insured, as well as the obligation to send any other document relating to the request for compensation without the written authorization of the Insurer;
- The obligation to collaborate with the Insurer providing all the information that the Insurer needs to be able to act on behalf of the Insured. The Insured must not negotiate, liquidate, settle out of court, accept or reject any request for compensation without the written authorization of the Insurer.



### When and How do I pay?

The insurance premium must be paid when the ski pass is purchased in the manner indicated by the Policy Holder .



### **When does the cover start and end?**

The coverage is valid for the whole day or the entire days for which the insured person has purchased the insurance that corresponds to the duration of the skypass to which the policy is combined



### **How do I cancel the contract ?**

The insurance is not automatically renewed upon expiration, therefore cancellation request is not required.

Third party liability insurance, legal protection, assistance and reimbursement of expenses for the skier and snowboarder

## ADDITIONAL IPID – Additional insurance Product Information Document



Insurance Company : AIG Europe S.A.– Rappresentanza Generale per l'Italia

Product:: AIG sNOW Problem

Last update : 1° January 2019

The Additional IPID published is the latest available

**This document contains additional and complementary information with respect to that contained in the pre-contractual information document for non-life insurance products (DIP Danni), to help the potential contractor to understand more in detail the characteristics of the product, the contractual obligations and the financial position of the company.**

### **The contractor must review the insurance conditions before signing the contract.**

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AIG Europe S.A. (AESAs), being a newly created entity, does not have an approved budget yet.

After the transfer of the British activities to other Companies of the AIG's group having registered office in UK, since the 1<sup>st</sup> December 2018, AIG Europe Limited (AEL) merged by incorporation into AESAs.

Below the financial situation is represented:

AEL: the data refer to the last approved budget, in regard to the first period: 1<sup>st</sup> December 2016 - 30 November 2017, previous to the transfer and to the fusion mentioned above. The data are expressed in millions of British pound and euro. The exchange is made on the basis of the exchange rate of the 30th November 2017:

- The amount of AIG Europe Limited's net worth is composed by £ 3.163million (Euro 3.596 million), of which the part representing the Share Capital consists in a £ 197 million (Euro 224 million) and the part composing the Technical Reserves amount to £ 2.966 million (Euro 3.372 million);
- Minimum Capital Requirement (MCR) £ 1.136 million (Euro 1.291 million);
- Solvency Capital Requirement (SCR) £ 2.524 million (Euro 2.869 million);
- The Eligible Own Funds for the Coverage is £ 3.676 million (Euro 4.179million);
- The Capital requirement Coverage ratio, being the ratio between the Eligible Own Funds and the Solvency Capital Requirement is equal to the 146%;
- The Solvency e Financial Condition Report (SFCR) can be consulted on the link <https://www.aig.co.uk> (AIG Europe Group Solvency e Financial Condition Report).

To this contract the Italian Law applies.



### **What is covered??**

Damages: the guarantees provided by this policy are subject to limits, deductibles and compensation limits

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

Within the limits and under the conditions of the Policy, the assistance services are provided during the practice of the activities covered in the policy

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

Within the limits and under the conditions of the Policy, the assistance services are provided during the practice of the activities covered in the policy

**SECTION C – CIVIL LIABILITY**

Within the limits and under the conditions of the Policy, compensation is provided in the event that the insured person is civilly liable for damages following the activities covered by the policy

**SECTION D– LEGAL PROTECTION**

Within the limits and under the conditions of the Policy, the reimbursement of the legal expenses related to claims for compensation promoted by the insured for damages to his person during the activities covered by the policy is provided for

**WARRANTY VALID ONLY FOR POLICIES OF THREE OR MORE CONSECUTIVE DAYS**

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

Within the limits and under the conditions of the policy, the pro-rata reimbursement of the unused ski pass is provided following an event covered by the policy

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


Within the limits and under the conditions of the policy, there is a pro-rata reimbursement of the cost of renting the unused ski equipment following an event covered by the policy

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

Within the limits and conditions of the policy, the pro-rata repayment of the cost of the ski lessons already paid and not taken following an event covered by the policy is provided

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

Within the limits and conditions of the policy, the pro-rata reimbursement of the cost of the skipass is provided in case of adverse weather conditions that cause the closure of all the facilities

 <b>What is not covered?</b>	
<b>EXCLUSIONS VALID FOR ALL POLICY SECTIONS</b>	<p>Accidents and injuries caused or occurring as a result of or on the occasion of the following are always excluded:</p> <ul style="list-style-type: none"> <li>Any event happened outside the skiing area, as defined in the “Definitions” chapter;</li> <li>Intentional acts, fraud 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;</li> <li>involvement of the Insured in any malicious, illicit or criminal act, along with participation in theft, robbery or other crimes;</li> <li>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);</li> <li>any other damage connected to the reported event and not covered by this insurance;</li> <li>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;</li> <li>tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, storms, landslides, avalanches, tsunamis, landslides, natural catastrophes, weather events;</li> <li>exposure or contamination due to nuclear, chemical or biological substances, irrespective of the causes that contributed to it;</li> <li>taking of drugs, narcotics or similar and medicinal substances not prescribed by an authorised medical authority and the respective consequences;</li> <li>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;</li> <li>use or possession of weapons, including hunting and war weapons;</li> <li>any accidental act that makes it impossible to use this insurance, including prohibitions decided by the local,</li> </ul>

	<p>national or international authorities;  ski-mountaineering or outside the equipped skiing areas;  participation in sports competitions in any guise (even amateur) including preliminary competitions, officially organised exercises or training in view of those events;  transportation on ski lifts, including the phase of embarking and disembarking from the same;  use of ski passes against the regulation;</p> <p><b>With particular reference to the Civil Liability warranties, the following are also expressly excluded:</b></p> <p>all damages that are not material  all indirect damages  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  all damages deriving from the ownership, possession, use or driving of motor vehicles  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  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  all damages caused to structures, equipment, fixed and/or mobile systems of the Policyholder.</p>
<p><b>SECTION A – COSTS OF RESCUE ON THE SLOPES, MEDICAL COSTS OF FIRST AID</b></p>	<p><b>The following are always excluded from the insurance coverage:</b></p> <p>the consequences or repercussions of a pre - existing medical condition;  facts that can be subject to criminal sanctions based on the law in the Country the Insured is in;  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;  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;  costs of cosmetic or reconstructive surgery and for wellness treatments, acupuncture sessions, massage therapy, chiropractor or osteopath care;  costs and treatments not prescribed by a qualified medical authority;  medical costs incurred after returning home or otherwise not occurring at the time of the insured event;  costs for phone calls (except those to the Assistance Platform).</p>
<p><b>SECTION B – MEDICAL RETURN, DRIVER AVAILABLE FOR RETURN TO DOMICILE</b></p>	<p><b>The following are always excluded from the insurance coverage:</b></p> <p>the direct organisation, or in any case without prior authorisation of the Operations Centre, of all provided assistance services;  road costs (tolls, fuel), taxis or customs and the restaurant/hotel costs, except for those provided by the warranty;  in the event of hospitalisation, the cost of a single room, unless it is not indicated for medical orders;  the consequences or repercussions of a pre - existing medical condition;  facts that can be subject to criminal sanctions based on the law in the Country the Insured is in;  nervous or mental disorders;  costs for phone calls (except those directed to the Assistance Platform).All assistance services are also not due: in the event the Insured ignores the indications of the Operations Centre, that is:  the Insured voluntarily discharges himself against the advice of the treating hospital doctors;  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.</p>
<p><b>SECTION C - CIVIL LIABILITY</b></p>	<p><b>The insurance cover does not include any liability deriving from physical injuries or from loss or damage to property:</b></p> <ul style="list-style-type: none"> <li>- owned by the Insured, a Family Member or a person under the employ of the Insured;</li> <li>- or that the Insured, a Family Member or a person under the employ of the Insured have received, have in custody or under control;</li> </ul> <p><b>Any injury, loss or damage:</b></p> <ul style="list-style-type: none"> <li>- to members of the family, or a person under the employ of the Insured;</li> <li>- having its origin in the professional or business activity of the Insured or occurring in relation to that professional or business activity;</li> </ul>

	<ul style="list-style-type: none"> <li>- having its origin in a contract signed by the Insured;</li> <li>- occurring during off-piste activities.</li> </ul> <p>participation in sports competitions of any nature, including training in view of those competitions, except, exclusively, for non-professional amateur competitions without cash prizes</p>
<b>SECTION D – LEGAL PROTECTION</b>	<p>As a condition for the cover provided based upon this section:</p> <p>the Insured undertakes to follow the instructions provided by the Company in the handling of any compensation claim;</p> <p>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:</p> <p>a) authorised in accordance with applicable regulations</p> <p>b) registered on the circuit of the Court at which the judicial offices with jurisdiction to settle the dispute are based;</p> <p>where possible, the Insured must recover all costs incurred by the Company and pay to the latter the sums recovered.</p>
<b>FROM SECTION E TO H</b>	<p>Within the limits and under the conditions of as a condition for the coverage provided on the basis of these sections, the accident of the insured must be such as not to allow him to resume the completion of the activity covered by the insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a fiduciary doctor of the Company.</p>



#### Are there coverage limits?

Unless otherwise agreed, the insurance provides for certain guarantees limits for damages per claim and per insurance year, deductibles and overdrafts, as listed below:

WARRANTY	MAXIMUM CEILING	DEDUCTIBLE
Civil liability - Personal injury	€ 150.000	10% with a minimum of € 500
Civil liability - Damage to property	€ 10.000	10% with a minimum of € 500,00
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



#### What obligations do I have? What obligations does the company have?

##### What to do in case of claim?

**To make 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. 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.

	<p>For the services Medical return – Driver available</p> <p>To make use of the assistance services the Insured must necessarily contact the AIG Assistance Platform, open 24 hours a day, on the number</p> <p>Tel +39 039 6554 6635</p> <p>alarm@fdholding.it</p> <p>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.</p> <p><b>For All Services</b></p> <p>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:</p> <p>AIG Europe S.A. Rappresentanza Gen. per l'Italia – Piazza Vetra,17 20123 MILANO</p> <p>Alternatively, the claim may be reported, strictly by and not beyond 10 days from its occurrence, by registering to the website <a href="http://www.sinistriviaggi.it">www.sinistriviaggi.it</a></p> <p>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.</p>
	<p><b>Limitation Period</b></p> <p>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.</p>
<p><b>Inexact or reticent declarations</b></p>	<p>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.</p>
<p><b>Company obligations</b></p>	<p>The payment of the compensation is made within 30 days from the date on which the Company, having received all the information, documents or expertise necessary to verify the operation of the guarantee, receives a signed receipt.</p>





### When and How do I have to pay?


<p><b>Premium</b></p>	<p>There is no additional information in regards to DIP.</p>
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	However, in the event of a decrease in risk, the Company is required to reduce the premium or the premium instalments subsequent to the communication of the contracting party / insured and renounces to the relative right of withdrawal
<b>Refund</b>	There is no additional information in regards to DIP.

 <b>When does the coverage start and end?</b>	
<b>Duration</b>	There is no additional information in regards to DIP.
<b>Suspension</b>	There is no additional information in regards to DIP.

 <b>How do I cancel the policy?</b>	
<b>Rethinking after the stipulation</b>	There is no additional information in regards to DIP.
<b>Resolution</b>	There are no conventional termination clauses

 <b>Who is this product for?</b>	
This product is dedicated to the ski pass owners that have bought the related insurance.	

 <b>What costs do I have to pay?</b>	
<b>Intermediary costs:</b> The portion of the premium (net of taxes) received on average by the intermediaries is equal to 45%. The figure is calculated based on the accounting records relating to the last financial year of the insurance company for which the financial statements were approved.	

<b>HOW TO SUBMIT CLAIMS AND RESOLVE DISPUTES?</b>	
<b>To the Insurance company</b>	<p>Any complaints regarding the contractual relationship or the handling of claims must be made in writing to the Insurer and addressed to: <b>AIG Europe S.A. - Rappresentanza Generale per l'Italia</b>  <b>Servizio Reclami</b>  <b>Piazza Vetra,17– 20123 Milano - Fax 02 36 90 222</b>  <b>e-mail: <a href="mailto:servizio.reclami@aig.com">servizio.reclami@aig.com</a></b></p> <p>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. For complaints concerning the behaviour of the agents (registered section A and section F of the RUI) and their employees or collaborators, the 45-day reply period may be suspended up to a maximum of 15 days, to the end to guarantee the contradictory</p>

	with the interested intermediary.
<b>TO IVASS</b>	<p>Complaints should be addressed to IVASS:</p> <ul style="list-style-type: none"> <li>- concerning the ascertainment of compliance with the provisions of the Private Insurance Code, the related implementation rules and the Consumer Code (relating to the distance marketing of financial services to the consumer), by insurance and reinsurance companies , intermediaries and insurance experts;</li> <li>- in case of unsatisfactory outcome or late response to a complaint addressed to AIG The complaints should be address to</li> </ul> <p><b>IVASS, Via del Quirinale, 21 00187 Roma, fax 06.42133206, pec: <a href="mailto:ivass@pec.ivass.it">ivass@pec.ivass.it</a></b></p> <p><b>For further information click on: : <a href="http://www.ivass.it">www.ivass.it</a></b></p> <p>For the presentation of complaints to IVASS, the form on the Supervisory Institute's website can be used in the Complaints section, also accessible via the link included on the site</p> <p><a href="https://www.ivass.it/consumatori/reclami/index.html">https://www.ivass.it/consumatori/reclami/index.html</a>.</p> <p>Since AIG Europe S.A. is an insurance company with registered office in Luxembourg, in addition to the aforementioned complaints procedure, there is the possibility to have access to the Luxembourg mediation bodies for any claim that may refer to this Policy. The contact details of Luxembourg mediation bodies are available on the AIG Europe S.A website <a href="http://www.aig.lu/">http://www.aig.lu/</a></p>
	<b><i>Before applying to the Authority, it is possible, in some cases necessary, to make use of alternative dispute resolution systems, such as:</i></b>
<b>Mediation</b>	<p>Contacting a Mediation Body among those on the list of the Ministry of Justice, available on the website <a href="http://www.giustizia.it">www.giustizia.it</a> (Law 9/8/2013, n. 98).</p> <p>Mediation is a condition of admissibility to exercise a civil action relating to a dispute relating to insurance contracts (with the exception of disputes relating to compensation for damage from circulation of vehicles and boats)</p>
<b>Assisted negotiation</b>	By request of a own lawyer to the Company
<b>Other alternative dispute resolution systems</b>	The arbitration, ruled by the articles 806 et seq. of the c.p.c., can be activated or by virtue of an arbitration clause, if provided within the contract (in the general conditions), or through the stipulation of the c.d. compromise, an agreement aimed at giving the arbitrators the power to decide the dispute. For the resolution of cross-border disputes it is possible to present the complaint to the IVASS or directly to the competent foreign system - identifiable on the website <a href="http://www.ec.europa.eu/fin-net">www.ec.europa.eu/fin-net</a> - and requesting the activation of the FIN-NET procedure
<b>FOR THIS AGREEMENT THE COMPANY DOES NOT HAVE AN INTERNET AREA RESERVED TO THE POLICY HOLDER (e.g. HOME INSURANCE), THEREFORE YOU WILL NOT BE ABLE TO ACCESS TO THIS AREA, NOR USE IT FOR TELEMATICALLY MANAGING OF THE INSURANCE CONTRACT</b>	

## 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**

**Email: [alarm@fdholding.it](mailto:alarm@fdholding.it)**

#### 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 S.A. - General Agent for Italy**  
**Piazza Vetra, 17- 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, Funivie Madonna di Campiglio S.p.A. 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 S.A. - General Agent for Italy**  
**Piazza Vetra, 17 - 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 (even amateur) including preliminary competitions, officially organised exercises or training in view of those events
- o. transportation on ski lifts, including the phase of embarking and disembarking from the same
- p. use of ski passes against the regulation

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

- q. all damages that are not material
- r. all indirect damages
- s. 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
- t. all damages deriving from the ownership, possession, use or driving of motor vehicles
- u. 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
- v. 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
- w. 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 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.**

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, **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**  
**alarm@fdholding.it**

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, only as a result of physical injuries of 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 Funivie Madonna di Campiglio S.p.A.

## 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. 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 S.A.

Gen. Agent for Italy - Piazza Vetra, 1720123 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)

and, also at a later stage:

- ✓ 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	€ 150,000	10% with a minimum of € 500
Civil liability - Damage to property (only as a result of personal injury)	€ 10,000	10% with a 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

For ski passes from 3 consecutive days and more (excluding season tickets)		
Benefit	Maximum ceiling	Deductible
Civil liability - Personal injury	€ 150,000	10% with a minimum of € 500
Civil liability - Damage to property (only as a result of personal injury)	€ 10,000	10% with a 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

## HOW WE USE PERSONAL INFORMATION

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

**The types of Personal Information we may collect and why** – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

To opt-out of any marketing communications that we may send you, contact us by e-mail at: [AIGDirect.Queries@aig.com](mailto:AIGDirect.Queries@aig.com) or by writing to: Customer Support Team, The AIG Building, 2-8 Altyre Road, Croydon, Surrey, CR9 2LG. If you opt-out we may still send you other important service and administration communications relating to the services.

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found by writing to [protezionedeidati.it@aig.com](mailto:protezionedeidati.it@aig.com)