



## **ACCIDENT AND INJURY INSURANCE FOR AMATEUR MOUNTAIN ACTIVITIES**

### **IMPORTANT INFORMATION**

The purpose of this policy is to communicate, in the interest of the Policyholders, the information necessary to assess the adequacy of the contract with respect to their insurance demands and requirements.

The policy is the contract that governs the relationship with the Contracting Party and/or the Policyholder and under which any claims and complaints are handled.

It is important to read carefully all the policy documents listed below:

- DIP (Pre-contractual Information Document)
- Additional DIP (Additional Pre-contractual Information Document)
- Insurance conditions including glossary or, in the cases provided for by law, their excerpt with an indication of how to obtain the full version
- Privacy Policy

### **Adequacy of the contract with respect to the policyholder's insurance demands and requirements**

This policy is developed and is suitable for the insurance demands and requirements of any customer of the ski area who purchases at the ski resort a season ticket or a ski-pass **valid for one or more days and** at the same time this insurance, and who intends to obtain cover **for the entire period of validity of the ski-pass/ season ticket** from the day of joining, with reference to the following:

- A. Rescue costs on the slopes and first aid medical expenses; medical transfer/return of the Policyholder to his/her domicile, driver available for return home;
- B. Third-party liability in the event of a collision at the ski area; Legal protection;
- C. For 3-or more day ski-pass: Reimbursement of unused ski-pass/season ticket due to injury; Reimbursement of unused ski equipment rental due to injury; Reimbursement of unused ski lessons due to injury; Reimbursement of unused ski-pass/season-ticket due to total closure of slopes due to adverse weather conditions;

Furthermore, the customer:

- does not require and has no need to take out insurance covering accidents and/or injuries occurring as a result of participation in competitive competitions (including amateur competitions) nor for activities carried out on a professional or otherwise remunerated basis;



- does not request and has no need to take out insurance covering accidents and/or injuries occurring during transport on the ski lifts, including embarking and disembarking;
- does not request and has no need to take out insurance covering accidents and/or injuries occurring outside the approved ski area in Italy and in the following neighbouring countries: France, Switzerland, Austria and Slovenia which can be accessed with the ski-pass/season ticket in use at the time of the Claim and/or for ski mountaineering activities;
- is aware that insurance cover does not apply in the event of wilful misconduct or gross negligence or for all intentional acts committed by the policyholder or persons for whom he/she is legally responsible;
- is aware that insurance cover does not apply if the policyholder is intoxicated or under the influence of drugs, narcotics or medication that has not been prescribed by a doctor; consequences resulting from a pre-existing medical condition are also excluded from accident cover, letter A;
- is aware that indemnities may include some amounts to be borne by the policyholder (deductibles/excesses).

AIG and the company which manages the ski area do not provide advice on this insurance product. However, AIG's insurance policy was specifically designed taking into consideration the ski area's customers who purchase a ski-pass/season ticket at its ticket offices at the resort, and was therefore the most suitable policy to meet their demands and requirements, as well as the only one to be distributed by the company which manages the ski area in optional combination with this type of product.

By purchasing this policy, the Contracting Party/Policyholder acknowledges that, based on the distributor's assessment, the policy satisfies its demands and requirements insofar as the Contracting Party/Policyholder meets the above stated conditions.



## AIG sNOw PROBLEM

GROUP POLICY WITH INDIVIDUAL AND OPTIONAL SUBSCRIPTION

### **THIS INFORMATION SET CONTAINING:**

DAMAGE DIP [Pre-contractual Information Document]  
ADDITIONAL DAMAGE DIP  
INSURANCE CONDITIONS INCLUDING GLOSSARY  
PRIVACY POLICY

**MUST BE DELIVERED TO THE POLICYHOLDER BEFORE THE POLICY IS SIGNED.**

### **IMPORTANT WARNING**

PLEASE READ THE CONTRACT CAREFULLY BEFORE SIGNING IT, PAYING PARTICULAR ATTENTION TO THE CLAUSES THAT, PURSUANT TO ART. 166 OF THE INSURANCE CODE, ARE HIGHLIGHTED IN BOLD (INDICATING PARTICULAR RELEVANCE) AS THEY CONTAIN: FORFEITURES, NULLITY, LIMITATIONS OF GUARANTEES OR CHARGES TO BE BORNE BY THE CONTRACTING PARTY OR SIMILAR CLAUSES.



**DOCUMENT DRAWN UP IN ACCORDANCE WITH THE GUIDELINES** OF THE TECHNICAL COMMITTEE ANIA - CONSUMERS' ASSOCIATIONS - INTERMEDIARIES' ASSOCIATIONS FOR "**SIMPLE AND CLEAR CONTRACTS**"

## Reimbursement of expenses, third party liability, legal protection and assistance insurance for skiers and snowboarders.

Pre-contractual information document relating to the insurance product Company



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

### Product: AIG SNOW PROBLEM

AIG Europe S.A. is an insurance company enrolled in the Register De Commerce Et Des Societes (Companies Register of Luxembourg) under number B218806, with its registered office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.

The insurance policy is issued by AIG Europe S.A. - Rappresentanza Generale per l'Italia, with registered office in Piazza Vetra 17, 20123, Milan, Italy, VAT no. 10479810961, tax code no. 97819940152, Telephone: 02.36901, Fax 02.3690222, e-mail address: info.italy@aig.com, certified e-mail address: insurance@aigeuropa.postcert.it. AIG Europe S.A. is authorised to operate in Italy in compliance with the right of establishment and has been registered in the List attached to the Register of Insurance Companies since March 16, 2018 under number I.00146.

Last update: July 2022

This document is for information purposes only and is intended to provide a brief overview of the main contents of your insurance policy. **Please read the information below carefully. You can find complete policy information by reading the full policy information set**

#### What type of insurance is it?

The product AIG SNOW PROBLEM is a Group Policy with optional subscription, agreed upon with the company which manages the ski area, covering certain risks related to skiing as briefly described in this document.



#### What is insured?

This Policy covers:

##### ✓ Section A – Rescue Expenses

###### (i) Costs of rescue operations on the slopes by means of a toboggan

Maximum insured amount: Euro 200.00

###### (i) First aid medical expenses

Maximum insured amount: Euro 500.00

##### ✓ Section B - Medical Transfer/Return of the Policyholder to his/her domicile, 24H Assistance

###### (i) Medical transfer/return of the Policyholder to his/her domicile

Maximum insured amount: Euro 5,000.00

###### (i) Driver available for the return to domicile

Maximum insured amount: Euro 200.00

##### ✓ Section C – Civil Liability

Maximum insured amount for personal injury: Euro 500,000

Maximum insured amount for damage to property: Euro 10,000



#### What is not insured?

The main exclusions are:

- ✗ Any event occurring outside of the approved ski areas as defined;
- ✗ Intentional acts, misconduct on the part of the Policyholder and/or Contracting Party and/or persons for whom he/she is responsible in accordance with the Law;
- ✗ Involvement of the Policyholder in any malicious, unlawful or criminal act, as well as participation in theft, robbery or other crime;
- ✗ Any other damage related to the reported event and not covered by this insurance;
- ✗ Medical problems that the Policyholder had prior to the start date of application of the policy

With respect to Civil Liability coverage:

- ✗ All damages that are not material;
- ✗ All consequential damages;
- ✗ All damages arising from the ownership, possession, use and driving of motor vehicles;

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✓ **Section D – Legal Protection**

Maximum insured amount: Euro 1,000.00

(i) **Section E – Reimbursement of unused ski-passes due to accident**

Maximum insured amount: pro-rata reimbursement for the period not used

✓ **Section F – Reimbursement of unused ski equipment rental due to accident**

Maximum insured amount: Euro 40 per day

✓ **Section G - Reimbursement of unused ski lessons due to accident**

Maximum insured amount: Euro 60 per day

✓ **Section H – Pro-rata refund of ski-passes following total closure of lifts for a whole day due to bad weather**

Maximum insured amount: pro-rata reimbursement for the period not used



**Are there limits to coverage?**

Collisions and accidents caused or occurred as a result of or in connection with the following are always excluded from all contractual covers:

- ! suicide or attempted suicide of the Policyholder and its consequences, or acts of self-harm or intentional exposure to danger (except in an attempt to save life);
- ! tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, sea storms, avalanches, tidal waves, landslides, natural disasters, climatic events;
- ! use of drugs, narcotics, narcotic substances, similar substances and medications not prescribed by a licensed medical authority, and the consequences thereof;
- ! skiing while intoxicated as a result of alcoholic beverage and drug use;
- ! any event involving the Policyholder under 18 years of age who is not wearing a protective helmet;
- ! any accidental act which makes it impossible to use this insurance, including prohibitions decided by local, national or international authorities;
- ! ski-touring or skiing outside the approved ski areas;
- ! transport on ski lifts, including boarding and disembarking from them;
- ! use of the ski-pass against the regulations.



**Where does the coverage apply?**

The Insurance is valid for all ski slopes in Italy and in the following neighbouring countries: France, Switzerland, Austria and Slovenia - which can be accessed with the ski-pass in use at the time of the Claim.



**What are my obligations?**

- The obligation to notify the Insurer of any intervening circumstance or change which may result in an aggravation or reduction of the insured risk;
- The obligation to pay the insurance premium according to the methods and timing indicated by the Intermediary or in the pre-contractual documentation;
- The obligation of the Policyholder to send as soon as possible written notice to the Insurer to inform it of any Compensation Claim or circumstance made against the Policyholder;
- The obligation not to admit, assume any liability, enter into any agreement with the other party, approve any Compensation Claim or incur any Defence Costs without the prior written authorisation of the Insurer;
- The obligation of the Policyholder, in the event of a Compensation Claim, to take reasonable steps to reduce or diminish the damage;
- The obligation not to assign this Insurance and any rights hereunder without the prior written consent of the Insurer;
- The obligation to promptly notify AIG of any item or circumstance that may justify a compensation claim against the Policyholder, and the obligation to send any other documents pertaining to the claim without the written authorisation of the Insurer;
- The obligation to cooperate with the Insurer by providing all information the Insurer needs to be able to act on behalf of the Policyholder. The Policyholder shall not negotiate, settle, settle out of court, accept or reject any compensation claim without the written authorisation of the Insurer.



**When and how do I pay?**

The insurance premium shall be paid prior to the effective date of the Policy by purchasing the insurance at the cash desks of the Contracting Party's ski area together with the ski-pass.

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### **When coverage begins and when it ends**

The Insurance is of six month duration and takes effect from the date and time of the day indicated in the Policy.

The guarantees are effective on condition that the Premium has been paid prior to the start date of the Policy.

It is understood that the Policy must be purchased prior to accessing the Ski Area.

The Insurance ceases at midnight on the last day of its duration as established in the Policy, without tacit renewal.



### **How can I cancel my Policy?**

The Insurance is not tacitly renewed on expiry and therefore cancellation is not required.

# Reimbursement of expenses, third party liability, legal protection and assistance insurance for skiers and snowboarders.



**Additional pre-contractual information document for non-life insurance products (Additional Non-Life Insurance DIP)**  
**Company: AIG Europe S.A. - Rappresentanza Generale per l'Italia**  
**Product: "AIG SNOW PROBLEM"**  
**Date of last update: July 2022**  
**The Additional Non-Life DIP published is the latest available**

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

**The Contracting Party must read the conditions of insurance before signing the contract.**

**AIG Europe SA - Rappresentanza Generale per l'Italia.**

- The Italian branch of the Luxembourg company AIG Europe S.A. with registered office in 35 D Avenue J.F. Kennedy, L-1855, Luxembourg and belonging to the AIG group.
- Enrolment number in the Insurance Companies Register: I.00146 enrolment of 16/3/2018
- ISVAP business code D947R
- Secondary office in Italy: Piazza Vetra n. 17, Post code: 20123, Milan; Tax Code 97819940152/VAT n. 10479810961; REA Milan n. 2530954; tel. +39 02.36.90.1; website: [www.aig.co.it](http://www.aig.co.it); e- mail: [info.italy@aig.com](mailto:info.italy@aig.com); certified email: [insurance@aigeurope.postecert.it](mailto:insurance@aigeurope.postecert.it).
- Operating regime in Italy: freedom of establishment
- Competent supervisory authority: supervisory authority for the Luxembourg insurance market Commissariat Aux Assurances.

With regard to the balance sheet of AIG Europe S.A. (AESA), the following should be noted. Effective 1 December 2018, AIG Europe Limited (AEL) has first transferred its UK operations to another UK-based AIG Group company. Subsequently, on the same day, AEL has merged by incorporation into AESA. AESA, a newly incorporated company, does not yet have financial statements to account for the aforementioned merger by incorporation. AESA's financial statements is therefore shown below: the data relate to the most recently approved financial statements for the period: 1 December 2020 - 30 November 2021.

The amount of the equity of AIG Europe SA is € 1,981.3 million, of which the share capital is € 47.2 million and equity reserves are € 1,934.1 million

Minimum Capital Requirement (MCR) € 664.1 million

Solvency Capital Requirement (SCR) € 1,475.7 million;

Own funds eligible for coverage € 1,701.1 million (for MCR) and € 2,114.8 million (for SCR);

The Capital Requirement Coverage Ratio, as a ratio of Eligible Own Funds to Solvency Capital Requirement, is 256.16% (Eligible Funds to MCR) or 143.3% (Eligible Funds to SCR); the Solvency and Financial Condition Report of the company

Italian law applies to the contract.



## What is insured?

**The guarantees provided are all automatically included with the insurance cover and cannot be purchased individually.**  
**The Insurance applies only and exclusively in the event of a request for intervention, at the place where the Claim occurred, by the Slope Rescue Service.**  
**The guarantees are listed below.**

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<p><b>SECTION A</b> <b>RESCUE EXPENSES</b></p>	<p>The following guarantees are limited to the reimbursement of expenses actually incurred by the Policyholder. If the Policyholder is entitled to reimbursement from one or more reimbursement or expense-taking organisations, the Company will be required to reimburse only the difference between the actual expenses incurred and the guaranteed expenses, which will be borne by the Policyholder after reimbursement.</p> <ul style="list-style-type: none"> <li>▪ <b>Costs of rescue operations on the slopes by means of a toboggan</b> When, following a Collision and/or Accident of the Policyholder on the ski slopes, a rescue operation has been carried out on the slopes by means of a toboggan, the Company shall bear, <b>up to the maximum amount indicated in the following section "Are there limits to coverage?", the ordinary costs of rescue by means of a toboggan on the slopes if this has been organized and carried out by a Slope Rescue Service.</b> <b>The guarantee is limited to the slopes where the ski-pass in the possession of the Policyholder is valid for the period for which he/she purchased the Policy.</b></li> <li>▪ <b>First aid medical expenses</b> Following a Collision and/or Accident of the Policyholder for which a rescue operation was carried out on the slopes, the Company shall bear, as specified <b>in the following section "Are there limits to coverage?", the medical expenses of first aid incurred by the Policyholder immediately after the accident.</b> <b>The guarantee is applicable only if the Policyholder was rescued in the place where the accident occurred, by the Slope Rescue Service and transported to the health facility that provides first aid medical treatment on the same day in which the event subject to the intervention of the Rescue Service occurred.</b> <b>The guarantee is limited to the slopes where the ski-pass in the possession of the Policyholder is valid for the period for which he/she purchased the Policy.</b></li> </ul>
<p><b>SECTION B</b> <b>MEDICAL</b> <b>TRANSFER/RETURN OF THE</b> <b>POLICYHOLDER TO HIS/HER</b> <b>OWN DOMICILE, H24</b> <b>ASSISTANCE</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Medical transfer/return of the Policyholder to his/her domicile</b> Following a collision and/or accident of the Policyholder <b>for which an intervention by the Slope Rescue Service has been carried out under the terms set forth in the Policy and for which the Policyholder has benefited from the "First aid medical expenses" guarantee</b> when the Policyholder is declared, in the opinion of the attending physicians on site endorsed by the doctors of the Assistance Operating Central Unit, fit to travel, the Assistance Operating Central Unit shall provide for the return of the Policyholder to his/her own domicile or to a hospital facility in the place of residence. <b>The date and method of the Policyholder return to his/her domicile, as well as the most suitable means of transport are decided and selected by the Assistance Operating Central Unit on the basis of the above-mentioned conditions.</b> The return may be by first class train, ambulance, airliner or private medical plane.</li> <li>▪ <b>Driver available for the return to domicile</b> Following a Collision and/or Accident of the Policyholder <b>for which a rescue operation has been carried out on the slopes and for which the Policyholder has benefited from the "First aid medical expenses" guarantee,</b> if the Policyholder had previously reached the ski slopes with his/her own vehicle, is not in a condition to drive, and none of the possible passengers travelling with him/her is able to replace him/her at the wheel for objective reasons, the Assistance Operating Central Unit - after having been previously contacted and having ascertained through the contact with the attending physicians on site the impossibility of the Policyholder to drive the vehicle - provides a driver to bring the vehicle and possibly the passengers who were travelling with the Policyholder up to the residence of the Policyholder according to the shortest route,</li> </ul>

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	<p>taking charge of the organisation and the cost of the driver and of his return ticket after the intervention. All other costs related to the return (fuel, tolls, insurance, etc.) are entirely and exclusively borne by the Policyholder.</p>
<p><b>SECTION C CIVIL LIABILITY</b></p>	<p>The Policy shall indemnify the Policyholder, <b>up to the amount specified in the following section "Are there limits of coverage?"</b>, in the event that the Policyholder is civilly liable for damage involuntarily caused to Third Parties, to be understood as:</p> <ol style="list-style-type: none"> <li>a. personal Injury to Third Parties;</li> <li>b. damage to or loss of property belonging to Third Parties, only as a result of personal injury to Third Parties</li> </ol> <p>following a collision between the Policyholder and a Third Party <b>in the Approved Ski Area where the ski-pass in the possession of the Policyholder permits access, provided that the Slope Rescue Service or the competent authorities immediately draw up a report with the dynamics and significant data of the accident.</b></p> <p>The Company shall bear the expenses incurred in resisting the action brought by the injured Third Party within the limits of a quarter of the insured amount, or, where an amount greater than the insured capital is due to the injured party, in proportion to the respective interests of the Company and the Policyholder.</p> <p>It is understood that, if the Policyholder is a minor of 18 years of age, in addition to his/her personal liability, the liability of the parent/guardian/preceptor or any other person assigned to the supervision and care of the minor is also covered in the cases provided for by law and under the conditions of the Policy. If, on the other hand, the Policyholder is an adult, coverage under this policy does not extend to any liability the adult has for the act committed by the minor for which he or she is liable in any capacity.</p>
<p><b>SECTION D LEGAL PROTECTION</b></p>	<p>Following an accident or collision between the Policyholder and other subjects who are practising an activity insured with the Policy and within the skiable area, for which a Slope Rescue operation has been carried out and for which there is a <b>report drawn up by a Provincial First-aid Station within the terms indicated in the Policy</b>, the Company shall pay, up to the amount indicated in Annex 1 - Table of guarantees, the legal expenses and court costs necessary to resolve judicial or out-of-court controversies in which the Policyholder is involved, on condition that the Company, the intermediary or the Contracting Party of the Insurance are not the counterparty.</p> <p>The Company shall assume, within the limits of <b>the maximum amount indicated in the following section "Are there limits to coverage?"</b>, the burden of judicial and out-of-court expenses in civil and criminal proceedings, as indicated below:</p> <ol style="list-style-type: none"> <li>1. expenses for the intervention of an attorney;</li> <li>2. expert fees;</li> <li>3. the costs of court proceedings in the trial;</li> <li>4. any expenses of the opposing lawyer, in the event of a settlement authorised by the Company, or those of the losing party in the event of conviction of the Policyholder.</li> </ol> <p><b>If, in disagreement with the Policyholder, the Company believes that legal action is not likely to succeed or that the costs associated with it would exceed any amount recoverable upon a judge ruling, the parties may refer the decision as to whether to bring the legal action to an arbitrator.</b></p>
<p><b>SECTION E REIMBURSEMENT OF UNUSED SKI-PASSES DUE TO ACCIDENT</b></p>	<p>Following a Collision and/or Accident of the Policyholder for which the Slope Rescue Service has intervened and a report has been <b>drawn up by a Provincial First-aid Station under the terms set forth in the Policy</b>, and for which the Policyholder has benefited from the "First-aid medical expenses" guarantee, the Company shall reimburse the pro-rata of the ski-pass not used.</p>

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	<p>The cover applies on condition that the Accident of the Policyholder is such that it does not allow him/her to resume the performance of the activity which is the object of the Insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a doctor appointed by the Company. The Policyholder shall have the right to reimbursement of the ski-pass not used, following a Collision and/or Accident, only in the case that the ski-pass has not been used for the entire period for which the reimbursement was requested</p>
<p><b>SECTION F</b> <b>REIMBURSEMENT OF UNUSED SKI EQUIPMENT RENTAL DUE TO AN ACCIDENT</b></p>	<p>Following a Collision and/or Accident of the Policyholder for which an intervention by the Slope Rescue Service has been carried out and for which the Policyholder has benefited from the "First Aid Medical Expenses" guarantee, the Company shall reimburse – <b>within the limits and with deduction of non-covered fees as indicated in the following section "Are there limits to coverage?"</b> - the pro-rata of any unused ski equipment rental costs.</p> <p>The cover applies on condition that the Accident of the Policyholder is such that it does not allow him/her to resume the performance of the activity which is the object of the insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a doctor appointed by the Company.</p>
<p><b>SECTION G</b> <b>REIMBURSEMENT OF UNUSED SKI LESSONS DUE TO ACCIDENT</b></p>	<p>Following a Collision and/or Accident of the Policyholder for which an intervention by the Slope Rescue Service has been carried out and for which the Policyholder has benefited from the "First Aid Medical Expenses" guarantee, the Company shall reimburse – <b>within the limits and with deduction of non-covered fees as indicated in the following section "Are there limits to coverage?"</b> - the pro-rata cost of ski lessons already paid and not taken.</p> <p>The cover applies on condition that the Accident of the Policyholder is such that it does not allow him/her to resume the performance of the activity which is the object of the Insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a doctor appointed by the Company.</p>
<p><b>SECTION H</b> <b>REIMBURSEMENT OF SKI-PASSES NOT USED DUE TO ADVERSE WEATHER CONDITIONS</b></p>	<p>If, in the event of adverse weather conditions, <b>all the lifts</b> where the ski-pass regularly purchased by the Policyholder is valid are closed, the Company shall reimburse the pro-rata cost of any ski-passes not used.</p> <p><b>Only lifts that are closed for the entire ski day will be considered closed exclusively due to the following reasons:</b></p> <ol style="list-style-type: none"> <li>1. wind intensity and direction;</li> <li>2. temperature;</li> <li>3. avalanche risk;</li> <li>4. snow excess.</li> </ol> <p>The Policyholder shall be entitled to reimbursement of the ski-pass not used due to adverse weather conditions only if the ski-pass has not been used for the entire period for which reimbursement is requested.</p>
 <p><b>What is NOT insured?</b></p>	
<p><b>RISKS EXCLUDED FOR ALL POLICY SECTIONS</b></p>	<p>If, by virtue of any law or regulation applicable to the Company, its parent or its controlling company at the time this Policy becomes effective or at any time thereafter, should it be unlawful to provide coverage to the Policyholder as a result of an embargo or other applicable sanction, the Company, its parent or controlling company, shall not provide any coverage or assume any obligation or provide any defence to the Policyholder or arrange for any payment for defence costs or provide any form of indemnity on behalf of the Policyholder to the extent that it would constitute, precisely, a violation of such sanction or embargo.</p> <ul style="list-style-type: none"> <li>▪ <b>Exclusions applicable to all guarantees</b></li> </ul>

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	<p>The following activities are excluded from insurance coverage in any case:</p> <ol style="list-style-type: none"> <li>1. adventure races;</li> <li>2. biathlon;</li> <li>3. downhill with bobsled / skeleton;</li> <li>4. heliskiing;</li> <li>5. acrobatic skiing;</li> <li>6. snowmobile skidoo;</li> <li>7. ski jump;</li> <li>8. ski races;</li> <li>9. BMX acrobatic/obstacle;</li> <li>10. cyclo-cross;</li> <li>11. triathlon;</li> <li>12. any activity carried out within snow parks.</li> </ol> <p>Activities carried out at a professional level, subject to remuneration and configurable as competitions, tournaments or related training are always excluded.</p> <p>They are also always excluded from all contractual guarantees Collisions and Accidents caused or occurred as a result of or in connection with:</p> <ol style="list-style-type: none"> <li>a. civil or foreign war, invasion, insurrection, revolution, martial law, use of military power or usurpation of governmental or military power, strikes, riots of any kind, civil unrest, effects resulting from a source of radioactivity, epidemics, pollution;</li> <li>b. tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, sea storms, avalanches, tidal waves, landslides, natural disasters, climatic events;</li> <li>c. exposure to or contamination from nuclear, chemical, or biological substances regardless of the contributing causes;</li> <li>d. use of drugs, narcotics, narcotic substances, similar substances and medications not prescribed by a licensed medical authority, and the consequences thereof;</li> <li>e. state of intoxication of the Policyholder, with the presence in the blood of an alcohol level equal to or greater than the maximum set forth by the law which regulates motor traffic in the country in which the Policyholder is at the time of the accident;</li> <li>f. use or possession of weapons, including hunting and war weapons;</li> <li>g. any accidental act which makes it impossible to use this insurance, including prohibitions decided by local, national or international authorities;</li> <li>h. ski-touring or skiing outside the approved ski areas;</li> <li>i. participation in competitive competitions of any kind (also amateur ones), including elimination trials, officially organised exercises or training for such events;</li> <li>j. transport on ski lifts, including boarding and disembarking from them;</li> <li>k. use of the ski-pass against the regulations.</li> </ol>
<p><b>EXCLUSIONS APPLIED TO THE GUARANTEES OF SECTION A – RESCUE EXPENSES</b></p>	<p>The following are always excluded from insurance coverage:</p> <ol style="list-style-type: none"> <li>a. consequences or relapses of a pre-existing medical condition;</li> <li>b. facts that may be criminally punishable according to the legislation of the country in which the Policyholder is located;</li> <li>c. medical expenses or other expenses related to surgical treatment not considered urgent in the opinion of the doctors in charge on site and that can be postponed after the return home;</li> <li>d. spa, rehabilitation or physiotherapy treatments, expenses for eyeglasses, contact lenses, prostheses of any kind, wheelchairs and similar walking aids, routine examinations and</li> </ol>

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	<p>tests or check-ups, preventive tests or treatments, examinations and control tests in the absence of an Accident or illness included in the coverage,</p> <p>e. expenses for cosmetic or reconstructive surgery and wellness treatments, expenses for acupuncture sessions, massage therapy, treatments provided by a chiropractor or osteopath;</p> <p>f. expenses and treatments not prescribed by a licensed medical authority;</p> <p>g. medical expenses incurred after returning home or, in any case, not immediately after the accident;</p> <p>h. expenses for telephone calls.</p>
<p><b>EXCLUSIONS APPLIED TO THE GUARANTEES REFERRED TO IN SECTION B – MEDICAL TRANSFER/RETURN OF THE POLICYHOLDER TO HIS/HER DOMICILE, 24H ASSISTANCE</b></p>	<p>The following are always excluded from insurance coverage:</p> <p>a. direct organisation, or in any case without the prior authorization of the Assistance Operating Central Unit, of all the assistance services provided for;</p> <p>b. road expenses (tolls, fuel), cab or customs fees, and restaurant/hotel expenses, except as provided for in the guarantee;</p> <p>c. in case of hospitalisation, the cost of a single room, unless indicated for medical reasons;</p> <p>d. consequences or relapses of a pre-existing medical condition;</p> <p>e. facts that may be criminally punishable according to the legislation of the country in which the Policyholder is located;</p> <p>f. nervous or mental disorders;</p> <p>g. expenses for telephone calls.</p> <p>All assistance services are also not due in the event that the Policyholder does not follow the indications of the Operating Central Unit, that is:</p> <p>i. the voluntary discharge of the Policyholder occurs against the advice of the medical staff of the facility where he/she is hospitalized;</p> <p>ii. the Policyholder or whoever on his/her behalf voluntarily refuses medical transport/return to own domicile on the date and by the means indicated by the doctors of the Operating Central Unit. In this case, the Company shall immediately suspend assistance, guaranteeing the reimbursement of further hospital and surgical expenses only up to the amount corresponding to the cost of the rejected transport/return.</p> <p>Benign conditions or injuries that can be treated on the spot are not eligible for the medical transfer/return of the Policyholder to his/her domicile.</p>
<p><b>EXCLUSIONS APPLICABLE TO THE GUARANTEES IN SECTION C – CIVIL LIABILITY</b></p>	<p>The following are expressly excluded:</p> <p>a. all damages that are not material. Material damage means objectively ascertainable damage to property resulting in deterioration or other type of damage, while non-material damage includes, but is not limited to: economic, financial, psychological, etc. damage;</p> <p>b. all consequential damages;</p> <p>c. damages caused by sexual, moral or psycho-physical harassment and/or abuse;</p> <p>d. theft damage;</p> <p>e. all damages arising from the ownership, possession, use and driving of motor vehicles;</p> <p>f. claims for which the Policyholder has made transactions of any kind with the injured party without the prior approval of the Company, including the recognition of partial or total liability;</p>

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	<p>g. claims for which the Policyholder has not transmitted to the Company the "Reconstruction of the dynamics of the claim" form, fully completed or signed;</p> <p>h. all damage caused to the Contracting Party's structures, equipment, fixed and/or mobile installations.</p> <p>It is also excluded:</p> <p>a. any liability arising from loss of or damage to a property:</p> <ol style="list-style-type: none"> <li>1. owned by the Policyholder, a Family Member or a person employed by the Policyholder;</li> <li>2. that the Policyholder, a Family Member or a person employed by the Policyholder has in his/her care, custody or control;</li> </ol> <p>b. any injury, loss or damage:</p> <ol style="list-style-type: none"> <li>3. caused by a family member, or a person employed by the Policyholder;</li> <li>4. originating from the professional or business activity of the Policyholder or occurring in relation to said professional or business activity;</li> <li>5. originating from a contract stipulated by the Policyholder;</li> <li>6. occurring during off-ski slope activities;</li> <li>7. occurring while intoxicated as a result of the use of alcoholic beverages and toxic substances;</li> <li>8. occurred during transit and ascending, on foot and with snowshoes, of the ski slopes except in cases of urgent necessity.</li> </ol> <p>c. Participation in competitive competitions in any capacity, including training for such competitions, subject only to non-professional amateur competitions and without cash prizes.</p>
<p><b>EXCLUSIONS APPLIED TO THE GUARANTEES IN SECTION D – LEGAL PROTECTION</b></p>	<p>Compensation claims arising from criminal, wilful or intentional acts carried out by the Policyholder are excluded from the insurance cover.</p>



### Are there limits to coverage?

The company's commitment is in relation to the maximum amounts and, if applicable, to the insured amounts agreed upon with the Contracting Party. There are sub-limits for some coverages as per the Policy Conditions. The subjects who have subscribe to the Group Policy are understood to be insured for the following Benefits, Maximum Amounts and Deductibles, per person and per period of insurance.

Guarantee	Maximum amount	Deductible/Uncovered fee
Civil liability - Personal injury	€ 500,000	10% with a minimum of € 500
Civil liability - Damage to property (only following personal injury)	€ 10,000	10% with a minimum of € 500

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Legal protection	€ 1,000	None
Costs of rescue operations on the slopes by means of a toboggan	€ 200	None
First aid medical expenses	€ 500	None
Driver available for the return to domicile	€ 200	None
Medical transfer/return of the Policyholder to his/her domicile	€ 5,000	None
Reimbursement of a ski-pass not used due to an accident	Pro-rata	None
Reimbursement of unused ski equipment rental due to an accident	€40/day	€ 20
Reimbursement of unused ski lessons due to an accident	€60/day	€ 20
Reimbursement of ski-passes not used due to adverse weather conditions	Pro-rata	None



### What are my obligations? What obligations does the company have?

#### WHAT TO DO IN CASE OF AN ACCIDENT

- **Guarantees referred to in Section A - Rescue expenses**

The Insurance applies exclusively in the case of intervention, following an Accident, by the Slope Rescue Service.

In order to take advantage of the services provided by this Policy, the Policyholder, or any person who is in his/her presence, must immediately notify the Slope Rescue Service which has intervened that he/she is covered by this Insurance. The Slope Rescue Service will verify at the time of intervention whether the person involved in the Collision and/or Accident has Insurance, the name of the Policyholder and his/her identity.

In order to request compensation, the Policyholder must send a written request with a brief description of the claim or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail **no later than 10 days from the occurrence of the claim**, to the following address:

**AIG Europe S.A.**  
**Rappresentanza Generale per l'Italia - Piazza Vetra, 17 – 20123 – MILAN**  
**or by email to the following address:**  
[sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)

- **Guarantees referred to in Section B – Medical transfer/return of the Policyholder to his/her domicile; Driver available for the return home**

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The management of the Assistance service referred to in this Section has been entrusted by the Company to

**International Care Company SpA**  
**Via Paracelso, 24, 20864 Agrate Brianza (MB).**

In order to take advantage of the following assistance services, the Policyholder is required to contact the Assistance Operating Central Unit

In order to take advantage of the assistance services, **the Policyholder must necessarily contact the Assistance Operating Central Unit, available 24 hours a day, at the following number**

**+39.039.65.54.61.08**

indicating:

- a. surname and first name of the Policyholder;
- b. ski-pass number;
- c. nature of the Collision or Accident;
- d. telephone number where the Policyholder can be reached for subsequent contacts with the Assistance Operating Central Unit.

**None of the benefits referred to in this article apply if the Policyholder has not contacted the Assistance Operating Central Unit to request the necessary authorization.**

▪ **Guarantees referred to in Section C – Civil Liability**

In order to request compensation, the Policyholder must send a written request with a brief description of the claim or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail **no later than 10 days from the occurrence of the claim**, to the following address:

**AIG Europe S.A.**  
**Rappresentanza Generale per l'Italia - Piazza Vetra, 17 – 20123 - MILAN**  
**or by email to the following address:**  
[sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)

**To prevent fraudulent compensation claims, Policyholders' personal information is electronically stored and may be transferred to a centralized system.** This data is stored in accordance with data protection regulations.

In addition, the Policyholder shall:

- 1. promptly notify the Company of any item or circumstance that might justify a compensation claim against him/her and submit any other documents pertaining to the claim and/or insured circumstances;**
- 2. collaborate by providing all the information that the Company needs to be able to act on behalf of the Policyholder. The Policyholder shall not negotiate, settle, settle out of court, accept or reject any compensation claim without the written authorisation of the Company.**

▪ **Guarantees referred to in Section 4 – Legal Protection**

In order to request compensation, the Policyholder must send a written request with a brief description of the claim, or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail with return receipt, **strictly no later than 10 days from the occurrence of the claim, to:**

**AIG Europe S.A. Rappresentanza Generale per l'Italia - Piazza Vetra, 17 - 20123 Milan.**  
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IGS s.r.l.  
Via Ligabue, 2 - 04100 - Latina (LT)  
or by e-mail [tutela.legale@igsonline.it](mailto:tutela.legale@igsonline.it)

If a damage compensation claim is made against the Policyholder, in order for the Policyholder to be able to make use of this coverage, he/she must immediately notify IGS s.r.l. which will provide the Policyholder with its own trusted lawyers to handle the dispute and whom the Policyholder must necessarily use, **under penalty of forfeiting the right to insurance coverage under this guarantee.**

**Also:**

1. the Policyholder undertakes to follow the guidelines provided by the Company in the management of any compensation claim;
2. in the event that the Policyholder is summoned to pay compensation for any damages caused to Third parties covered by this Policy, the Policyholder has the right to choose the lawyer to whom he/she will entrust the judicial protection of his/her interests provided that the professional is:
  - a. licensed in accordance with applicable law;
  - b. registered with the Court of the district of the Court where the judicial offices competent to decide the controversy are located, where possible; the Policyholder must recover all the expenses incurred by the Company and pay to the latter the recovered amounts.

▪ **Guarantees referred to in the remaining Sections E, F, G and H**

In order to request compensation, the Policyholder must send a written request with a brief description of the claim, or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail with return receipt, **strictly no later than 10 days from the occurrence of the claim**, to the following address:

AIG Europe S.A.  
Rappresentanza Generale per l'Italia - Piazza Vetra, 17 – 20123 - MILAN  
or by email to the following address:  
[sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)

To prevent fraudulent compensation claims, Policyholders' personal information is electronically stored and may be transferred to a centralized system. This data is stored in accordance with data protection regulations.

**DOCUMENTS REQUIRED FOR THE CLAIM:** To report the claim, sent by registered mail or sent to the email address [sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)

**For all guarantees:**

1. Original ski-pass (or photocopy in case of ski-pass loaded on a chip card).

**Also by sending later:**

2. Slope Rescue Service Intervention Report;
3. Any item, invoice or certificate suitable to prove the materiality of the event giving rise to the right or benefit of the insurance benefit.

**Also:**

4. For the guarantee referred to in section E – Reimbursement of unused ski-passes due to accident, a medical declaration must be provided attesting to the impossibility of carrying out the activity that is the object of the insurance and a declaration from the Contracting Party attesting to the days of unused ski-passes;

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	<p>5. For the guarantee referred to in section F – Reimbursement of unused ski equipment rental due to accident, a medical declaration must be provided attesting the impossibility of carrying out the activity that is the object of the Insurance and a declaration from the renter attesting to the part of the rental not used;</p> <p>6. For the guarantee referred to in section G – Reimbursement of unused ski lessons due to accident, a medical declaration must be provided attesting the impossibility of carrying out the activity that is the object of the Insurance and a declaration of the ski school attesting the hours of lessons not used;</p> <p>7. For the guarantee referred to in section H - Reimbursement of ski-passes not used due to adverse weather conditions, a declaration by the Contracting Party must be provided stating the cause and duration of the closure of the ski facilities, as well as confirmation of the closure of the ski facilities themselves with the related reason.</p>
<b>LIMITATION PERIOD</b>	<p>Pursuant to Art. 2952 of the Italian Civil Code, the right to payment of premium instalments are barred by prescription one year after the individual due dates.</p> <p>Other rights arising from the insurance contract are barred by prescription two years after the day when the event referring to the right in question occurred.</p> <p>In liability insurance, the time limit commences on the day on which the third party claims compensation from the Policyholder or brings a legal action against the Policyholder.</p> <p>The communication to the Insurer of the claim submitted by the damaged third party or of the legal action brought by it interrupts the limitation period until the claim of the damaged third party has become due and collectable or is barred by prescription.</p>
<b>INACCURATE OR RETICENT STATEMENTS</b>	<p>Inaccurate or reticent declarations on the part of the Contracting Party and the Policyholder related to circumstances which affect the assessment of the risk, may lead to the total or partial loss of the right to indemnity, as well as the cancellation of the insurance pursuant to Art. 1892 of the Civil Code, or withdrawal of the Company pursuant to Art. 1893 of the Italian Civil Code; in the event of insurance in the name of or on behalf of a third party, the provisions of Art. 1894 of the Civil Code shall apply.</p>
	<p><b>Direct or outsourced assistance:</b> the management of the Assistance Service referred to in this Section has been entrusted by the Company to <b>International Care Company SpA</b> , Via Paracelso, 24, 20864 Agrate Brianza (MB).</p>
	<p><b>Management by other companies:</b> for the management of claims under the Legal Protection cover, AIG avails itself of the company <b>IGS s.r.l.</b> via Ligabue, 2 - 04100 - Latina (LT), e-mail:tutela.legale@igsonline.it</p>
<b>OBLIGATIONS OF THE COMPANY</b>	<p>The payment of the indemnity shall be made within 30 days from the date on which the Company, having received all the information, documents or assessments necessary to verify the applicability of the guarantee, receives the signed receipt.</p>



## When and how do I pay?

<b>Premium</b>	There is no additional information to the non-life DIP.
<b>Reimbursement</b>	There is no additional information to the non-life DIP.

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## When does coverage begin and when does it end?

<b>Duration</b>	There is no additional information to the non-life DIP.
<b>Suspension</b>	No suspension of cover is provided for



## How can I cancel my Policy?

<b>Reconsideration after stipulation</b>	<p>There is no provision for reconsideration after the conclusion of a sale at the branch of the Contracting Party.</p> <p>In the case of distance selling, in accordance with the regulations on the distance selling of insurance products, the Contracting Party may exercise the right of withdrawal within 14 days of the execution of the contract or the date of receipt of the contractual documentation, whichever is later.</p> <p>In this case, the Company will refund any Premium already paid, net of statutory taxes. However, pursuant to Art. 67-terdecies of Leg. Decree 206/2005, if the Policyholder requests that the insurance services under this policy commence before the expiry of the withdrawal period, the Premium shall be refunded on a pro rata basis, in proportion to the period during which the contract took effect.</p>
<b>Termination</b>	There are no conventional termination clauses



## Who is this product aimed at?

This Policy is a Group Insurance Contract, with optional participation, through which the Contracting Party makes available to its customers, resident or domiciled in a member state of the European Union, an insurance coverage to protect against certain risks associated with skiing.



## What costs shall I bear?

**Brokerage costs:** The average share of the premium (after tax) received by intermediaries is 14.9%. The figure is calculated on the basis of the accounting records relating to the last financial year of the insurance company whose financial statements have been approved

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## HOW TO FILE COMPLAINTS AND RESOLVE DISPUTES?

### WITH THE COMPANY

You may file complaints directly with the company using the following addresses:

AIG Europe S.A.  
Rappresentanza Generale per l'Italia  
Complaint Service  
Piazza Vetra n.17 - 20123 Milan  
Fax 02 36 90 222; e-mail [servizio.reclami@aig.com](mailto:servizio.reclami@aig.com)

The Company shall be responsible for acknowledging the complainant and informing him/her that the complaint has been processed within 10 days of its receipt. In addition, the Company shall communicate the results of the complaint within a maximum period of 30 days from the date of receipt of the complaint.

If the complaint is submitted on behalf of a consumer (a natural person acting for non-business purposes), and if the complainant is not satisfied with the response received, or has not received a response at all, it is possible to request that the complaint be reviewed by the Executive Manager, based at the Company's Luxembourg registered office. To do so, simply write to the above contact details making a request: the complaints service will forward the complaint to the Executive Manager. Alternatively, you may write to AIG Europe SA "Service Reclamations Niveau Direction" (Complaints Service at Directorate level): 35D Avenue JF Kennedy L- 1855 Luxembourg – Grand Duchy of Luxembourg or by email: [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com)

### To IVASS

Complaints may be sent to IVASS regarding the violation of the provisions of the Insurance Code (legislative decree. 209/2005 as amended), of the relevant implementing regulations and of the regulations set out in the Consumer Code (Legislative Decree. 206/2005 as amended) relating to the marketing of financial services.

Complaints already made to the Company may also be forwarded to IVASS in the event of an unsatisfactory outcome or late response. In this regard, complaints concerning the contractual relationship, in particular from the point of view of the attribution of responsibility, the effectiveness of the service, the quantification and payment of the amounts due to the beneficiary or the management of claims must be formulated in the first instance to the Insurer so that they can be submitted to IVASS.

Moreover, if the complainant is domiciled in Italy, it is in any case possible to address complaints to IVASS by requesting the opening of the FIN-NET procedure for cross-border disputes. IVASS shall refer the matter to the authority that has joined the FIN-NET system of the Member State where the Company has its registered office (Luxembourg), if any.

Below is the contact information for IVASS:

Insurance Supervisory Body (IVASS)

Via del Quirinale, 21

00187 Rome

fax 06.42133206, certified email: [ivass@pec.ivass.it](mailto:ivass@pec.ivass.it) . About: [www.ivass.it](http://www.ivass.it)

Complaints can be submitted to IVASS using the form available on the website of the Supervisory

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	<p>Body in the Complaints section, which can also be accessed via the link on the website <a href="https://www.ivass.it/consumers/complaints/index.html">https://www.ivass.it/consumers/complaints/index.html</a> .</p> <p>The new complaint must contain:</p> <p>a) name, surname and domicile of the complainant, with possible telephone number;</p> <p>b) identification of the subject(s) whose actions are the object of the complaint;</p> <p>c) brief description of the reason for the complaint;</p> <p>d) a copy of the complaint submitted to the Insurer, the insurance intermediary or the insurance intermediary registered in the attached list and any acknowledgement thereof;</p> <p>e) any useful documents to describe the circumstances more fully.</p> <p>In the absence of the aforementioned information, IVASS may request additional information from the complainant.</p>
<b>TO THE COMMISSARIAT AUX ASSURANCES (CAA)</b>	<p>If the complaint is made in the interest of a consumer (natural person acting for non-business purposes), the complaint may be addressed to the <i>Commissariat aux Assurances (CAA)</i>, the competent authority of the Grand Duchy of Luxembourg where AIG Europe S.A. has its registered office. An out-of-court dispute resolution procedure shall be opened at the latter authority. The CAA may disregard a complaint if it is currently, or has been previously, the subject of litigation or arbitration. The procedure can be activated only after a complaint has been addressed to the Company and no later than one year after that time if the response is deemed unsatisfactory or has remained unanswered.</p> <p>The CAA's references are as follows:  <b>The Commissariat aux Assurances</b>  7, boulevard Joseph II  L-1840 Luxembourg,  Grand-Duché de Luxembourg,  Tel.: (+352) 22 69 11 - 1, <a href="mailto:caa@caa.lu">caa@caa.lu</a></p> <p>See the guidelines on the following website page:  <a href="http://www.caa.lu/fr/consommateurs/resolution-extrajudiciaire-des-litiges">http://www.caa.lu/fr/consommateurs/resolution-extrajudiciaire-des-litiges</a> .</p> <p>All requests to the CAA must be made in Luxembourgish, German, French or English.</p>
<b>DISPUTE RESOLUTION</b>	<b>BEFORE REFERRING TO THE JUDICIAL AUTHORITY it is possible, and in some cases necessary, to make use of alternative dispute resolution systems, such as</b>
<b>Arbitration</b>	<b>All disputes relating to this insurance contract, including, by way of example, those concerning its validity, interpretation, performance and termination, shall be settled by means of regular or informal arbitration if this is provided for in the conditions of insurance or if, following the occurrence of the dispute, the parties sign an arbitration agreement.</b>
<b>Mediation</b>	<p>By contacting a Mediation Body among those listed by the Ministry of Justice and available on the website <a href="http://www.giustizia.it">www.giustizia.it</a> (Law 9/8/2013, n. 98). Pursuant to art. 5, paragraph 1 and paragraph 1-bis, Legislative Decree 28/2010 on the subject of insurance contracts, mediation is a condition for proceeding with the judicial request.</p> <p>If the complaint is made in the interest of a consumer (natural person acting for purposes other</p>

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	<p>than professional ones), in the event of dissatisfaction with the outcome of the complaint made by the company, you may also contact the Luxembourg bodies whose references are available on the AIG Europe S.A. website <a href="http://www.aig.lu/">http://www.aig.lu/</a> . All inquiries sent to the mediation bodies must be made in Luxembourgish, German, French or English.</p>
<b>Assisted Negotiation</b>	<p>By request from your attorney to the Company. This procedure is a procedural condition for legal proceedings in disputes relating to compensation for damage caused by the circulation of vehicles and boats</p>
<b>Other alternative dispute resolution systems</b>	<p>For the resolution of cross-border disputes, it is possible to submit the complaint directly to the competent foreign system, i.e. that of the country in which the insurance company that stipulated the contract has its head office (which can be found by accessing the website <a href="http://ec.europa.eu/finance/fin-net/members_en.htm">http://ec.europa.eu/finance/fin-net/members_en.htm</a>), or to IVASS, requesting activation of the FIN-NET procedure. IVASS shall forward the complaint to this system, notifying the complainant.</p> <p>Only for contracts stipulated online, the European Online Dispute Resolution platform (the ODR Platform), to attempt a possible out-of-court resolution of any disputes. The ODR Platform is managed by the European Commission, pursuant to Directive 2013/11/EU and EU Regulation No. 524/2013, in order to enable the independent, impartial and transparent out-of-court resolution of disputes related to contractual obligations arising from contracts of sale or services executed online between a consumer residing in the European Union and a professional operating in the European Union, through the intervention of an ADR (Alternative Dispute Resolution) body. For more information on the European ODR Platform and to initiate an alternative dispute resolution procedure related to the Contract, you can access the following link: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>. The e-mail address of AIG Europe S.A. that the consumer may indicate in the ODR Platform is <a href="mailto:servizio.reclami@aig.com">servizio.reclami@aig.com</a>.</p>
<p><b>FOR THIS CONTRACT, THE COMPANY DOES NOT HAVE A WEB AREA RESERVED FOR THE CONTRACTING PARTY (so called HOME INSURANCE), THEREFORE, AFTER SIGNING YOU WILL NOT BE ABLE TO CONSULT THIS AREA, NOR USE IT TO ELECTRONICALLY MANAGE THE CONTRACT ITSELF</b></p>	

## INSURANCE CLAUSES

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## GLOSSARY

**Insurance Subscriber**

The person who individually subscribes to this Group Policy to insure himself and/or others.

**Approved ski area**

The snow-covered surface, even artificially, open to the public, including slopes, ski-lifts and snowmaking equipment, usually reserved for the practice of snow sports. The area, including signage, is identified by the regions and autonomous provinces, after consultation with the operators.

**Policyholder**

The subject with residence and/or domicile in a member state of the European Union whose interest is protected by the Insurance.

**Insurance**

This insurance contract

**Assistance Operating Central Unit**

The facility whose responsibility it is to provide immediate assistance on behalf of the Company in cases covered by the Policy. The Service is available 24 hours a day 365 days a year.

**Company**

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Piazza Vetra, 17- 20123 Milan (Italy)  
Website <http://www.aig.co.it>

**Contracting Party**

Company which manages the ski area which has issued this Group Insurance Policy for individual subscription.

**Domicile**

Place where the individual has established the principal place of business and interests.

**Decree**

Legislative Decree No. 40 of February 28, 2021, implementing Article 9 of Law No. 86 of August 8, 2019, concerning safety measures in winter sports.

**Family members**

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, stepchildren, stepdaughters, stepbrothers, stepsisters, cohabitants, provided that they are properly certified, of the Policyholder.

**Deductible**

The amount of compensation relating to an Indemnifiable Claim that remains the responsibility of the Contracting Party/Policyholder and is therefore not indemnified by the Company.





### **War**

War, declared or undeclared, or warlike activities, including the use of military force by any sovereign state for economic, geographic, nationalistic, political, racial, religious, or other purposes.

### **Collision**

The accidental collision between the Policyholder and a third party occurring during the exercise of the activity which is the object of the Insurance and which has caused an Injury to the Policyholder and/or objectively ascertainable material damage to the Policyholder **for which it has been necessary - limited to the winter months - to call the Slope Rescue Service at the place where the Accident occurred.**

### **Accident**

The event that occurs to the Policyholder during the activity that is the object of the Insurance, due to a fortuitous, violent and external cause that produces objectively ascertainable bodily injuries and that has required the **intervention, in the place of occurrence of the Accident - limited to the winter months - of the Slope Rescue Service and the emergency transport to a medical facility.**

### **Personal Injury**

Any physical injury sustained by a person.

### **Maximum amount**

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

### **Premium**

The consideration payable by the Contracting Party to the Company for coverage of risks under this Policy.

### **Residence**

The place where the individual has his or her usual residence as shown on the registry certificate.

### **Hospitalisation**

Medical treatment received at an in-patient facility where a minimum stay of 24 consecutive hours is required. In-patient facility means a hospital or clinic licensed to perform acts and administer treatment on sick or injured persons, possessing the necessary local administrative permits to perform such practices and staffed with qualified personnel.

### **Information Set**

The following documents: DIP [Pre-contractual Information Document], additional DIP, Policy subscription form, insurance conditions including glossary, as well as privacy notice.

### **Claim**

The occurrence of the harmful event for which coverage is provided by this Insurance Policy.

### **Slope Rescue Service**

The civilian or military rescue organization or the specialised public or private organisation duly authorised to provide rescue service to the Policyholder at the place of occurrence of the Claim.

### **Third-parties**

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Any natural or legal person, with the **exclusion of the Policyholder, his/her family members, spouse, ascendants, descendants, relatives-in-law as well as any other person living with him/her, his/her representatives, whether or not they are employed by the Policyholder, in the exercise of their functions.**

## GENERAL PROVISIONS

### INTRODUCTION

This Policy is an Group Insurance Contract with optional subscription through which the Contracting Party provides insurance coverage to its customers, according to the terms and conditions set forth in these Conditions of Insurance.

#### Art. 1 - Declarations relating to the circumstances of the risk

Inaccurate or reticent declarations on the part of the Contracting Party and the Policyholder related to circumstances which affect the assessment of the risk, may lead to the total or partial loss of the right to indemnity, as well as the cancellation of the insurance in accordance with articles 1892, 1893 and 1894 of the Italian Civil Code.

#### Art. 2 – Other insurances

In the event of a claim, the Policyholder and/or Contracting Party must notify the Company in writing of the existence and subsequent stipulation of other insurances for the same risk and in the event of a claim, must notify all the Insurers and indicating to each the name of the others, as set forth in article 1910 of the Italian Civil Code. In the event of a claim, the Company shall be required to pay only that portion of the loss in excess of another Policy.

#### Art. 3 - Aggravation of risk

The Contracting Party/Policyholder must notify the Company in writing of any increase in risk. Aggravations of risk not known or accepted by the Company may entail the total or partial loss of the right to indemnity as well as the termination of the Insurance, pursuant to art. 1898 of the Italian Civil Code.

#### Art. 4 – Decrease in risk

In the event of a decrease in risk, the Company is required to reduce the Premium or the subsequent Premium instalments upon communication by the Contracting Party/Policyholder (art. 1897 of Italian Civil Code) and to renounce the relative right of withdrawal.

#### Art. 5 – Place of Jurisdiction

For any dispute related to this contract, the Judicial Authority of the place of residence of the Policyholder/Contracting Party is competent.

#### Art. 6 - Form of communications

All communication which the Policyholder must provide shall be valid only if made in writing to the Company or the Broker to whom the Policy is assigned. Any change made to the Insurance is not valid unless it results from a Deed of Change signed by the Parties.

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### **Art. 7 – Payment and means of payment of the Premium**

Each Insurance Subscriber may purchase the Insurance Policy at the ski resort of the Contracting Party together with the ski-pass by paying the Premium at the ticket office.

The Premium is a single premium and shall be paid in advance for the entire Insurance Term.

### **Art. 8 – Fiscal charges**

Taxes related to the Insurance are the responsibility of the Insurance Subscriber.

### **Art. 9 – Law applicable to the contract**

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

### **Art. 10 – Proof of contract and reference to legal regulations**

The contractual relationships are determined exclusively by these General Policy Conditions and its Appendices and Annexes. For all that is not governed by the contract, the provisions of the law in force apply.

### **Art. 11 – Limitation period**

Any right against the Company is prescribed within two years from the date of the claim that gave rise to the right to the service and/or guarantee in accordance with the provisions of art. 2952 of the Italian Civil Code.

### **Art. 12 - Currency of Payment**

Indemnities and refunds are paid in Italy and in Euro.

In the case of expenses incurred in countries that do not belong to the European Union or that belong to the European Union but have not adopted the Euro as currency, the reimbursement shall be calculated at the exchange rate recorded by the European Central Bank on the day when the Policyholder has incurred the expenses.

### **Art. 13 - Right of withdrawal**

There is no provision for reconsideration after the conclusion of a sale at the branch of the Contracting Party.

In the case of distance selling, in accordance with the regulations on the distance selling of insurance products, the Contracting Party may exercise the right of withdrawal within 14 days of the execution of the contract or the date of receipt of the contractual documentation, whichever is later.

In this case, the Company will refund any Premium already paid, net of statutory taxes. However, pursuant to Art. 67-terdecies of Leg. Decree 206/2005, if the Policyholder requests that the insurance services under this policy commence before the expiry of the withdrawal period, the Premium shall be refunded on a pro rata basis, in proportion to the period during which the contract took effect.

### **Art. 14 Insurance on behalf of others**

If this Insurance is stipulated on behalf of others, the obligations arising from the Policy must be fulfilled by the Contracting Party, except for those which by their nature can only be fulfilled by the Policyholder, as provided for in art. 1891 of the Italian Civil Code.



## EFFECTIVENESS OF THE INSURANCE

### Art. 15 - Object of the insurance

This contract constitutes an Insurance Policy covering Collisions and Accidents in connection with the performance, in a Ski Area, of the following amateur activities on the snow: skiing, in its various forms, snowboarding, cross-country skiing, sledging and tobogganing.

**Insurance cover is provided up to the Maximum Insured Amount, and subject to the reimbursement limits specified therein for each individual benefit.**

**The insurance applies only and exclusively in the event of a request for intervention, at the place where the claim occurred, by the Slope Rescue Service.**

### Art. 16 - Commencement, duration and termination of the guarantees

**The Insurance is of six month duration and takes effect from the date and time of the day indicated in the Policy.**

**The guarantees are effective on condition that the Premium has been paid prior to the start date of the Policy.**

**It is understood that the Policy must be purchased prior to accessing the Ski Area.**

**The Insurance shall cease at midnight on the expiry date set forth in the Policy without tacit renewal.**

### Art. 17 - Insurable and insured persons

This insurance is provided in favour of the Policyholder identified by the Insurance Subscriber at the time of subscription the Group Policy, having Residence and/or Domicile in a Member State of the European Union, in relation to each of which the relative insurance premium has been calculated and paid.

### Art. 18 – Territorial validity

The Insurance is valid for all ski slopes in Italy and in the following neighbouring countries: France, Switzerland, Austria and Slovenia - which can be accessed with the ski-pass in use at the time of the Claim.

### Art. 19 - Benefits

The insured services, with the relative reimbursement limits, limitations and exclusions, are defined in the following section "Guarantees provided by the Insurance".

### Art. 20 - Conditions related to the state of health applicable to all the Policy sections

The Policy contains some contractual clauses that make the insurance coverage (or exclusion of insurance coverage) dependent on the health status of the Policyholder. **Specifically, it is established and agreed that coverage is never provided for medical problems that the Policyholder had prior to the effective date of the Policy.**

### Art. 21 - Deductibles

**The individual sections of the Policy may provide for the settlement of the claim, subject to the application of the set out deductibles to be charged to the Policyholder, the amount of which shall be determined according to the provisions of the respective sections.**

### Art. 22 - Subrogation or recourse against those responsible for the claim

Exclusively for the guarantees referred to in sections A, E, F and G below, where compensation has been paid, the Company shall be subrogated, up to the limit of such compensation, to the rights and actions of the Policyholder against any party responsible for

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the damage. These provisions do not apply, except in the case of fraud, with regard to subrogation actions against children, descendants, ascendants, or subjects who habitually live with the Policyholder, as cohabitants or employees (domestic helpers, drivers and similar).

## GUARANTEES PROVIDED BY THE INSURANCE

The guarantees provided are all automatically included with the insurance cover and cannot be purchased individually.

### Art. 23 – Slope Rescue Service

The insurance applies only and exclusively in the event of a request for intervention, at the place where the claim occurred, by the Slope Rescue Service; the Policyholder must inform the Slope Rescue Service that he/she is covered by the Insurance, showing that he/she is in possession of a regular ski-pass and proof of purchase of the insurance, proving that he/she has the right to use the Approved Ski Areas where he/she is, as well as all the documents that will be requested in order to carry out the necessary verifications. The Ski Rescue Service shall verify, at the time of the intervention, if the person involved in the Collision and/or Accident is in possession of the Insurance, the name of the Policyholder and his/her identity

### Art. 24 – Application of the guarantees

The insured items, with the relative reimbursement limits, limitations and exclusions, are defined in Annex 1 - Table of Guarantees. The guarantees under this Policy are not applicable to Claims occurring in violation of the rules of conduct for the users in the Approved Ski Areas as per articles 17 (obligation to use protective helmets) and 31 (prohibition of skiing while intoxicated as a result of the use of alcoholic beverages and toxic substances) of the Decree.

All coverages under this Policy are provided on a second-risk basis with respect to what is covered by other insurance policies in force and taken out by the Policyholder or Contracting Party. Therefore, the indemnities are settled net of any other indemnities due from other policies in force and/or social and/or compulsory insurance.

In addition, unless otherwise stated, maximum amounts, deductibles and non-covered fees are applied per claim/event.

### Art.25 - Guarantees provided

The Policyholder shall have access to the guarantees and benefits as set forth in the following sections.

## SECTION A – RESCUE EXPENSES

### Art. 26 - Nature of the services and guarantees of Section A

The following guarantees are limited to the reimbursement of expenses actually incurred by the Policyholder. If the Policyholder is entitled to reimbursement from one or more reimbursement or expense-taking organisations, the Company will be required to reimburse only the difference between the actual expenses incurred and the guaranteed expenses, which will be borne by the Policyholder after reimbursement.

### Art. 26.1 - Costs of rescue operations on the slopes by means of a toboggan

When, following a Collision and/or Accident of the Policyholder on the ski slopes, a rescue operation has been carried out on the slopes by means of a toboggan, the Company shall bear, up to the maximum amount indicated in Annex 1 - Table of guarantees,

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the ordinary costs of rescue by means of a toboggan on the slopes if this has been organised and carried out by a Slope Rescue Service.

The guarantee is limited to the slopes where the ski-pass in the possession of the Policyholder is valid for the period for which he/she purchased the Policy.

#### **Art. 26.2 - First aid medical expenses**

Following a Collision and/or Accident of the Policyholder – within an Approved Ski Area - for which a rescue operation has been carried out on the slopes, the Company shall bear, within the limits of **the maximum amount set forth in Annex 1 - Table of Guarantees**, the medical expenses for first aid incurred by the Policyholder immediately after the accident.

**The guarantee is applicable only if the Policyholder was rescued in the place where the accident occurred, by the Slope Rescue Service and transported to the health facility that provides first aid medical treatment on the same day in which the event subject to the intervention of the Rescue Service occurred.**

The guarantee is limited to the slopes where the ski-pass in the possession of the Policyholder is valid for the period for which he/she purchased the Policy.

### **SECTION B – MEDICAL TRANSFER/RETURN OF THE POLICYHOLDER TO HIS/HER DOMICILE, 24H ASSISTANCE**

The management of the Assistance service referred to in this Section has been entrusted by the Company to  
**International Care Company SpA**

**Via Paracelso, 24, 20864 Agrate Brianza (MB).**

The Company, maintaining the scope and limits of the Assistance services unchanged, has the right to entrust the Assistance service to another authorised company; in this case, the Contracting Party must be notified of the new Assistance company without this constituting grounds for termination of the contract.

The Assistance services shall follow the course of this Policy of which they form an integral part; said services are therefore ineffective in the event of suspension, cancellation or in any case loss of effectiveness of the Policy itself. The Assistance services may be requested directly by the Policyholder/Contracting Party or by a member of his/her household.

**In all the cases foreseen by the guarantees specified below, only the medical authorities of the Assistance Operating Central Unit are authorised to decide on the eventual transfer back home, the choice of means of transport and the place of Hospitalisation and, if necessary, they may contact the attending physician who has intervened on site and/or the general practitioner of the Policyholder. Reservations are made by the Assistance Operating Central Unit, which has the right to request any unused transfer tickets from the Policyholder.**

Any type of expenses incurred by the Policyholder in relation to the guarantees provided pursuant to this section of the Policy shall be paid directly by the Assistance Operating Central Unit **only if approved and coordinated by the Unit itself**, except for expenses incurred for reasons of urgency when the Policyholder was unable to contact the Assistance Operating Central Unit in a timely manner, even through third parties. **In this case, the onus will be on the Policyholder to prove the urgency of the expenses incurred and the impossibility of contacting the Assistance Operating Central Unit, and the medical expenses incurred will be reimbursed.**

**The Assistance Operating Central Unit will not be responsible for delays or impediments in the provision of services under the guarantees described in this section B in case of strike, riot, popular unrest, reprisals, restrictions on free movement, any act of sabotage or terrorism, civil or foreign war, emission of heat or irradiation from the disintegration of the nucleus of the atom, radioactivity or other fortuitous causes or force majeure.**

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## Art. 27 – Nature of the services and guarantees of Section B

In order to take advantage of the following assistance services, the Policyholder is required to contact the Assistance Operating Central Unit

### Art. 27.1 Medical transfer/return of the Policyholder to his/her domicile

Following a collision and/or accident of the Policyholder **for which an intervention by the Slope Rescue Service has been carried out in the terms indicated in the previous Art. 26.2 and for which the Policyholder has benefited from the "First aid medical expenses" guarantee** at the time when the Policyholder is declared, in the opinion of the doctors treating him/her on site and endorsed by the doctors of the Assistance Operating Central Unit, fit to travel, the Assistance Operating Central Unit will provide for the return of the Policyholder to his/her own domicile or to a hospital facility in the place of residence. **The date and method of the Policyholder return to his/her domicile, as well as the most suitable means of transport are decided and selected by the Assistance Operating Central Unit on the basis of the above-mentioned conditions.** The return may be by first class train, ambulance, airliner or private medical plane.

### Art. 27.2 – Driver available for return to domicile

Following a Collision and/or Accident of the Policyholder **for which a rescue operation has been carried out on the slopes and for which the Policyholder has benefited from the "First aid medical expenses" guarantee**, if the Policyholder had previously reached the ski slopes with his/her own vehicle, is not in a condition to drive, and none of the possible passengers travelling with him/her is able to replace him/her at the wheel for objective reasons, the Assistance Operating Central Unit - after having been previously contacted and having ascertained through the contact with the attending physicians on site the impossibility of the Policyholder to drive the vehicle - provides a driver to bring the vehicle and possibly the passengers who were travelling with the Policyholder up to the residence of the Policyholder according to the shortest route, taking charge of the organisation and the cost of the driver and of his return ticket after the intervention. All other costs related to the return to the Policyholder residence (fuel, tolls, insurance, etc.) are entirely and exclusively borne by the Policyholder.

## SECTION C – CIVIL LIABILITY

### Art. 28 - Object of the guarantee

The Company undertakes to indemnify the Policyholder, up **to the amount specified in Annex 1 - Table of guarantees, with the related limits of reimbursement, deductibles, non-covered fees and exclusions**, of what the Policyholder is required to pay, as civilly liable pursuant to the law, by way of compensation (capital, interest and expenses) for damage involuntarily caused to Third parties, to be understood as:

- c. personal Injury to Third Parties;
- d. damage to or loss of property belonging to Third Parties, only as a result of personal injury to Third Parties

following a collision between the Policyholder and a Third Party **in the Approved Ski Area where the ski-pass in the possession of the Policyholder permits access, provided that the Slope Rescue Service or the competent authorities immediately draw up a report with the dynamics and significant data of the accident.**



The Company shall bear the expenses incurred in resisting the action brought by the injured Third Party within the limits of a quarter of the insured amount, or, where an amount greater than the insured capital is due to the injured party, in proportion to the respective interests of the Company and the Policyholder.

It is understood that, if the Policyholder is a minor of 18 years of age, in addition to his/her personal liability, the liability of the parent/guardian/preceptor or any other person assigned to the supervision and care of the minor is also covered in the cases provided for by law and under the conditions of the Policy. If, on the other hand, the Policyholder is an adult, coverage under this policy does not extend to any liability the adult has for the act committed by the minor for which he or she is liable in any capacity.

## SECTION D – LEGAL PROTECTION

**For the management of Claims under this cover, the Company avails itself of the services of the following company**

**IGS s.r.l.**  
**Via Ligabue, 2 - 04100 - Latina (LT)**  
**e-mail: [tutela.legale@igsonline.it](mailto:tutela.legale@igsonline.it)**

**The Company may replace the entity entrusted with the handling of Legal Expenses Claims, and shall give notice to this effect.**

### **Art. 29 - Object of the guarantee**

Following an accident or collision between the Policyholder and other persons who are practising an activity defined by the preceding art. 14 within the Ski Area, for which a rescue operation has been carried out on the slopes and a **report has been drawn up by a provincial first-aid centre in the terms indicated in the preceding art. 26.2**, the Company shall bear, within the amount indicated in Annex 1 - Table of guarantees, the legal expenses and court costs necessary to resolve judicial or out-of-court disputes in which the Policyholder is involved, on condition that the Company, the intermediary or the Contracting Party of the Insurance is not the counterparty.

The Company shall bear, **within the limits of the maximum amount indicated in Annex 1, Table of Guarantees**, the burden of judicial and out-of-court expenses in civil and criminal proceedings as indicated below:

5. expenses for the intervention of an attorney;
6. expert fees;
7. the costs of court proceedings in the trial;
8. any expenses of the opposing lawyer, in the event of a settlement authorised by the Company, or those of the losing party in the event of conviction of the Policyholder.

**If, in disagreement with the Policyholder, the Company believes that legal action is not likely to succeed or that the costs associated with it would exceed any amount recoverable upon a judge ruling, the parties may refer the decision as to whether to bring the legal action to an arbitrator.**

### **Art. 30 - Choice of legal counsel**

The Policyholder, only for the judicial phase and in any case when it is necessary to defend himself/herself in a criminal trial, has the right to freely choose the lawyer to whom he/she will entrust the protection of his/her interests, provided that he/she is registered:

- a) in the court where the Judicial Office with jurisdiction over the dispute is located;
- b) in the court of the place of residence of the Policyholder.

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If option b) is chosen, if the appointed lawyer has to be domiciled, IGS s.r.l. shall provide the latter with the name of the domiciliary lawyer and will cover all domicile expenses, in accordance with the provisions of art. 29 above.

During the judicial phase, the Policyholder shall inform IGS s.r.l. of the name of the chosen lawyer.

If the Policyholder does not provide any indication, IGS s.r.l. may appoint a lawyer directly.

In any case, the Policyholder must give a regular mandate for the management of the dispute to the lawyer thus identified, as well as inform him/her completely and truthfully about all the facts, provide evidence, provide any possible information and obtain the necessary documents to allow the Company and/or IGS s.r.l. to defend his/her rights and interests.

However, the Policyholder has the right to freely choose his/her own lawyer in the event of a conflict of interest with the Company or IGS s.r.l..

**The Company is not responsible for the actions of the Attorneys.**

### **Art. 31 – Disagreement on the management of the claim**

In the event of a difference of opinion between the Policyholder and I.G.S. srl on the possibility of a positive outcome, or in any case an outcome more favourable to the Policyholder, of a Judgement or an appeal to the Superior Judge, the question, at the request of one of the Parties to be formulated by registered letter, may be referred to an arbitrator on whose designation the Parties must agree. If no such agreement is reached, the arbitrator shall be designated by the President of the Court of the competent jurisdiction, pursuant to law.

The arbitrator shall decide on a fair basis and the costs of arbitration shall be borne by the losing party. Should the decision of the arbitrator be unfavourable to the Policyholder, he/she may proceed, on his/her own account and risk, with the right to obtain from I.G.S. reimbursement of the expenses incurred and not paid by the counterpart, in the event that the result thus obtained is more favourable than that previously envisaged or acquired from I.G.S., in fact and in law.

## **SECTION E – REIMBURSEMENT OF UNUSED SKI-PASSES DUE TO ACCIDENT**

### **Art. 32 - Object of the guarantee**

Following a Collision or Accident of the Policyholder for which the Slope Rescue Service has intervened and there is a report **drawn up by a provincial first-aid station in the terms indicated in the preceding art. 26.2**, and for which the Policyholder has benefited from the "First-aid medical expenses" guarantee, the Company shall reimburse the pro-rata of the unused ski-pass.

**The cover applies on condition that the Accident of the Policyholder is such that it does not allow him/her to resume the performance of the activity which is the object of the Insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a doctor appointed by the Company. The Policyholder shall have the right to reimbursement of the ski-pass not used, following an Collision and/or Accident, only in the case that the ski-pass has not been used for the entire period for which the reimbursement was requested.**

## **SECTION F – REIMBURSEMENT OF UNUSED SKI EQUIPMENT RENTAL DUE TO ACCIDENT**

### **Art. 33 - Object of the guarantee**

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Following a Collision and/or Accident of the Policyholder for which an intervention by the Slope Rescue Service has been carried out and for which the Policyholder has benefited from the "First Aid Medical Expenses" guarantee, the Company shall reimburse – within the limits and with deduction of non-covered fees as indicated in **Annex 1 – Table of guarantees** - the pro-rata share of any unused ski equipment rental costs.

**The cover applies on condition that the Accident of the Policyholder is such that it does not allow him/her to resume the performance of the activity which is the object of the insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a doctor appointed by the Company.**

## SECTION G - REIMBURSEMENT OF UNUSED SKI LESSONS DUE TO ACCIDENT

### Art. 34 - Object of the guarantee

Following a Collision and/or Accident of the Policyholder for which an intervention has been carried out by the Slope Rescue Service and for which the Policyholder has benefited from the "First aid medical expenses" guarantee, the Company will reimburse - **within the limits and with deduction of non-covered fees as indicated in Annex 1 - Table of Guarantees** - the pro-rata cost of ski lessons already paid and not taken.

**The cover applies on condition that the Accident of the Policyholder is such that it does not allow him/her to resume the performance of the activity which is the object of the Insurance, and this impossibility must be certified by a doctor and documented by an instrumental investigation verifiable by a doctor appointed by the Company.**

## SECTION H - REIMBURSEMENT OF SKI-PASSES NOT USED DUE TO ADVERSE WEATHER CONDITIONS

### Art. 35 - Object of the guarantee

If, in the event of adverse weather conditions, **all the lifts** where the ski-pass regularly purchased by the Policyholder is valid are closed, the Company shall reimburse the pro-rata cost of any ski-passes not used.

**Only lifts that are closed for the entire ski day will be considered closed exclusively due to the following reasons:**

1. **wind intensity and direction;**
2. **temperature;**
3. **avalanche risk;**
4. **snow excess.**

**The Policyholder shall be entitled to reimbursement of the ski-pass not used due to adverse weather conditions only if the ski-pass has not been used for the entire period for which reimbursement is requested.**

## LIMITATIONS AND EXCLUSIONS

### Art. 36 – Sanctions

**If, by virtue of any law or regulation applicable to the Company, its parent or its controlling company at the time this Policy becomes effective or at any time thereafter, should it be unlawful to provide coverage to the Policyholder as a result of an**

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embargo or other applicable sanction, the Company, its parent or controlling company, shall not provide any coverage or assume any obligation or provide any defence to the Policyholder or arrange for any payment for defence costs or provide any form of indemnity on behalf of the Policyholder to the extent that it would constitute, precisely, a violation of such sanction or embargo.

### **Art. 37 – Exclusions applied to all guarantees**

The following activities are excluded from insurance coverage in any case:

1. adventure races;
2. biathlon;
3. downhill with bobsled / skeleton;
4. heliskiing;
5. acrobatic skiing;
6. snowmobile skidoo;
7. ski jump;
8. ski races;
9. BMX acrobatic/obstacle;
10. cyclo-cross;
11. triathlon;
12. any activity carried out within snow parks.

Activities carried out at a professional level, subject to remuneration and configurable as competitions, tournaments or related training are always excluded.

They are also always excluded from all contractual guarantees Collisions and Accidents caused or occurred as a result of or in connection with:

- l. any event occurring outside of the Approved Ski Areas as defined;
- a. intentional acts, malice, including wilful misconduct on the part of the Policyholder and/or Contracting Party and/or persons for whom he/she is responsible in accordance with the Law;
- b. involvement of the Policyholder in any malicious, unlawful or criminal act, as well as participation in theft, robbery or other crime;
- c. suicide or attempted suicide of the Policyholder and its consequences, or acts of self-harm or intentional exposure to danger (except in an attempt to save life);
- d. any other damage related to the reported event and not covered by this insurance;
- e. civil or foreign war, invasion, insurrection, revolution, martial law, use of military power or usurpation of governmental or military power, strikes, riots of any kind, civil unrest, effects resulting from a source of radioactivity, epidemics, pollution;
- f. tornadoes, hurricanes, earthquakes, volcanic eruptions, floods, sea storms, avalanches, tidal waves, landslides, natural disasters, climatic events;
- g. exposure to or contamination from nuclear, chemical, or biological substances regardless of the contributing causes;
- h. use of drugs, narcotics, narcotic substances, similar substances and medications not prescribed by a licensed medical authority, and the consequences thereof;
- i. state of intoxication of the Policyholder, with the presence in the blood of an alcohol level equal to or greater than the maximum set forth by the law which regulates motor traffic in the country in which the Policyholder is at the time of the accident;
- j. use or possession of weapons, including hunting and war weapons;

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- k. any accidental act which makes it impossible to use this insurance, including prohibitions decided by local, national or international authorities;
- l. ski-touring or skiing outside the approved ski areas;
- m. participation in competitive competitions of any kind (also amateur ones), including elimination trials, officially organised exercises or training for such events;
- n. transport on ski lifts, including boarding and disembarking from them;
- o. use of the ski-pass against the regulations;
- p. any event involving the Policyholder under the age of 18 who does not wear a protective helmet in violation of the provisions of Art. 17 of the Decree

### **Art. 38 – Exclusions applied to the guarantees in Section A - Rescue Expenses**

The following are always excluded from insurance coverage:

- a. consequences or relapses of a pre-existing medical condition;
- b. facts that may be criminally punishable according to the legislation of the country in which the Policyholder is located;
- c. medical expenses or other expenses related to surgical treatment not considered urgent in the opinion of the doctors in charge on site and that can be postponed after the return home;
- d. spa, rehabilitation or physiotherapy treatments, expenses for eyeglasses, contact lenses, prostheses of any kind, wheelchairs and similar walking aids, routine examinations and tests or check-ups, preventive tests or treatments, examinations and control tests in the absence of an Accident or illness included in the coverage,
- e. expenses for cosmetic or reconstructive surgery and wellness treatments, expenses for acupuncture sessions, massage therapy, treatments provided by a chiropractor or osteopath;
- f. expenses and treatments not prescribed by a licensed medical authority;
- g. medical expenses incurred after returning home or, in any case, not immediately after the accident;
- h. expenses for telephone calls.

### **Art. 39 – Exclusions applied to the guarantees in Section B - Medical transfer/return of the Policyholder to his/her domicile, driver available for the return home**

The following are always excluded from insurance coverage:

- a. direct organisation, or in any case without the prior authorization of the Assistance Operating Central Unit, of all the assistance services provided for;
- b. road expenses (tolls, fuel), cab or customs fees, and restaurant/hotel expenses, except as provided for in the guarantee;
- c. in case of hospitalisation, the cost of a single room, unless indicated for medical reasons;
- d. consequences or relapses of a pre-existing medical condition;
- e. facts that may be criminally punishable according to the legislation of the country in which the Policyholder is located;
- f. nervous or mental disorders;
- g. expenses for telephone calls.

All assistance services are also not payable:

- h. in the event that the Policyholder disregards the guidelines of the Assistance Operating Central Unit, that is:
  - iii. the voluntary discharge of the Policyholder occurs against the advice of the medical staff of the facility where he/she is hospitalized;
  - iv. the Policyholder or whoever on his/her behalf voluntarily refuses medical transport/return to own domicile on the date and by the means indicated by the doctors of the Operating Central Unit. In this case, the Company shall immediately

suspend assistance, guaranteeing the reimbursement of further hospital and surgical expenses only up to the amount corresponding to the cost of the rejected transport/return.

Benign conditions or injuries that can be treated on the spot are not eligible for the medical transfer/return of the Policyholder to his/her domicile, pursuant to art. 27.1.

#### **Art. 40 – Exclusions applied to the guarantees in Section C – Civil Liability**

The following are expressly excluded:

- a. all damages that are not material. Material damage means objectively ascertainable damage to property resulting in deterioration or other type of damage, while non-material damage includes, but is not limited to: economic, financial, psychological, etc. damage;
- b. all consequential damages;
- c. damages caused by sexual, moral or psycho-physical harassment and/or abuse;
- d. theft damage;
- e. all damages arising from the ownership, possession, use and driving of motor vehicles;
- f. claims for which the Policyholder has made transactions of any kind with the injured party without the prior approval of the Company, including the recognition of partial or total liability;
- g. claims for which the beneficiary has not transmitted to the Company the fully completed or signed "Reconstruction of the dynamics of the claim" form;
- h. all damage caused to the Contracting Party's structures, equipment, fixed and/or mobile installations.

It is also excluded:

- i. any liability arising from loss of or damage to a property:
  1. owned by the Policyholder, a Family Member or a person employed by the Policyholder;
  2. that the Policyholder, a Family Member or a person employed by the Policyholder has in his/her care, custody or control;
- j. any injury, loss or damage:
  3. caused by a family member, or a person employed by the Policyholder;
  4. originating from the professional or business activity of the Policyholder or occurring in relation to said professional or business activity;
  5. originating from a contract stipulated by the Policyholder;
  6. occurring during off-ski slope activities;
  7. occurring while intoxicated as a result of the use of alcoholic beverages and toxic substances;
  8. occurred during transit and ascending on foot and with snowshoes on ski slopes except in cases of urgent necessity
- k. Participation in competitive competitions in any capacity, including training for such competitions, subject only to non-professional amateur competitions and without cash prizes.

#### **Art. 41 - Exclusions applied to the guarantees in SECTION D – Legal protection**

Compensation claims arising from criminal, wilful or intentional acts carried out by the Policyholder are excluded from the insurance cover.



## PROVISIONS GOVERNING CLAIMS

### Art. 42 – Obligations in the event of a claim

Having verified the effectiveness of the Guarantees, having received the complete documentation necessary for the evaluation, and having carried out the necessary assessments, the Company shall determine the indemnity due, shall notify the entitled parties in writing and, having received notice of their acceptance, shall make payment within 30 days of the date on which the settlement deed was signed.

### Art. 42.1 – Guarantees referred to in Section A - Rescue expenses

**The Insurance applies exclusively in the case of intervention, following an Accident, by the Slope Rescue Service.**

In order to take advantage of the services provided by this Policy, the Policyholder, or any person who is in his/her presence, must immediately notify the Slope Rescue Service which has intervened that he/she is covered by this Insurance. The Slope Rescue Service will verify at the time of intervention whether the person involved in the Collision and/or Accident has Insurance, the name of the Policyholder and his/her identity.

In order to request compensation, the Policyholder must send a written request with a brief description of the claim or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail **no later than 10 days from the occurrence of the claim**, to the following address:

**AIG Europe S.A.**  
**Rappresentanza Generale per l'Italia - Piazza Vetra, 17 – 20123 - MILAN**  
**or by email to the following address:**  
**[sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)**

This is without prejudice to the Policyholder's right to file a claim on a different form than the one provided by the Company.

### Art. 42.2 – Guarantees referred to in Section B – Medical transfer/return of the Policyholder to his/her domicile, 24H Assistance

In order to take advantage of the assistance services, **the Policyholder must necessarily contact the Assistance Operating Central Unit, available 24 hours a day, at the following number**

**+39.039.65.54.61.08**

indicating:

- a. surname and first name of the Policyholder;
- b. ski-pass number;
- c. nature of the Collision or Accident;
- d. telephone number where the Policyholder can be reached for subsequent contacts with the Assistance Operating Central Unit.

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None of the benefits referred to in this article apply if the Policyholder has not contacted the Assistance Operating Central Unit to request the necessary authorization.

#### **Art. 42.3 – Guarantees referred to in Section C - Civil Liability**

In order to request compensation, the Policyholder must send a written request with a brief description of the claim or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail **no later than 10 days from the occurrence of the claim**, to the following address:

**AIG Europe S.A.**  
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**or by email to the following address:**  
**[sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)**

This is without prejudice to the Policyholder's right to file a claim on a different form than the one provided by the Company. **To prevent fraudulent compensation claims, Policyholders' personal information is electronically stored and may be transferred to a centralized system.** This data is stored in accordance with data protection regulations.

In addition, the Policyholder shall:

- 1. promptly notify the Company of any item or circumstance that might justify a compensation claim against him/her and submit any other documents pertaining to the claim and/or insured circumstances;**
- 2. collaborate by providing all the information that the Company needs to be able to act on behalf of the Policyholder. The Policyholder shall not negotiate, settle, settle out of court, accept or reject any compensation claim without the written authorisation of the Company.**

#### **Art. 42.4 - Guarantees referred to in Section D – Legal Protection**

In order to request compensation, the Policyholder must send a written request with a brief description of the claim or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail **no later than 10 days from the occurrence of the claim**, to the following address:

**IGS s.r.l.**  
**Via Ligabue, 2 - 04100 - Latina (LT)**  
**or by e-mail: [tutela.legale@igsonline.it](mailto:tutela.legale@igsonline.it)**

If a damage compensation claim is made against the Policyholder, in order for the Policyholder to be able to make use of this coverage, he/she must immediately notify IGS s.r.l. which will provide the Policyholder with its own trusted lawyers to handle the dispute and whom the Policyholder must necessarily use, **under penalty of forfeiting the right to insurance coverage under this guarantee.**

**Also:**

- 1. the Policyholder undertakes to follow the guidelines provided by the Company in the management of any compensation claim;**

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2. in the event that the Policyholder is summoned to pay compensation for any damages caused to Third parties covered by this Policy, the Policyholder has the right to choose the lawyer to whom he/she will entrust the judicial protection of his/her interests provided that the professional is:
  - a. licensed in accordance with applicable law;
  - b. registered with the Court of the district of the Court where the judicial offices competent to decide the controversy are located, where possible; the Policyholder must recover all the expenses incurred by the Company and pay to the latter the recovered amounts.

#### **Art. 42.5 – Guarantees referred to in the remaining Sections E, F, G and H**

In order to request compensation, the Policyholder must send a written request with a brief description of the claim or the claim form - attached to this Policy - duly completed (Annex 3) by registered mail with return receipt **no later than 10 days from the occurrence of the claim**, to the following address:

**AIG Europe S.A.**  
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**or to the following email address:**  
**[sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)**

This is without prejudice to the Policyholder's right to file a claim on a different form than the one provided by the Company. **To prevent fraudulent compensation claims, Policyholders' personal information is electronically stored and may be transferred to a centralized system.** This data is stored in accordance with data protection regulations.

#### **Art. 43 – Documents necessary for reporting the claim**

To report the claim, sent by registered mail **or sent to the email address [sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)** the Policyholder must attach the following documentation:

**For all guarantees:**

1. **Original ski-pass (or photocopy in case of ski-pass loaded on a chip card).**

**Also by sending later:**

2. **Slope Rescue Service Intervention Report;**
3. **Any item, invoice or certificate suitable to prove the materiality of the event giving rise to the right or benefit of the insurance benefit.**

**Also:**

4. **For the guarantee referred to in section E – Reimbursement of unused ski-passes due to accident, a medical declaration must be provided attesting to the impossibility of carrying out the activity that is the object of the insurance and a declaration from the Contracting Party attesting to the days of unused ski-passes;**
5. **For the guarantee referred to in section F – Reimbursement of unused ski equipment rental due to accident, a medical declaration must be provided attesting the impossibility of carrying out the activity that is the object of the Insurance and a declaration from the renter attesting to the part of the rental not used;**

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6. For the guarantee referred to in section G – Reimbursement of unused ski lessons due to accident, a medical declaration must be provided attesting the impossibility of carrying out the activity that is the object of the Insurance and a declaration of the ski school attesting the hours of lessons not used;
7. For the guarantee referred to in section H - Reimbursement of ski-passes not used due to adverse weather conditions, a declaration by the Contracting Party must be provided stating the cause and duration of the closure of the ski facilities, as well as confirmation of the closure of the ski facilities themselves with the related reason.

The payment of the indemnity shall be made within 30 days from the date on which the Company, having received all the information, documents or assessments necessary to verify the applicability of the guarantee, receives the signed receipt.

#### **Art. 44 - General conditions applied to claims**

1. The Insurer shall not be liable for loss or damage caused by the failure of the Policyholder to take reasonable measures to safeguard its property.
2. The Policyholder shall use all reasonable efforts to avoid or mitigate any damage that could result in a compensation claim under this Policy.
3. The Policyholder must retain Policy documents for the purpose of proof of cover. In the event of a claim, these documents must be delivered in advance to the Company in order to obtain the performance of the guaranteed service.
4. The Policyholder must cooperate with the Company so that the Company may seek recourse against other parties or other Insurers to recover any amounts paid. For this purpose, the Policyholder must provide the Company with all the information requested and complete any necessary forms.
5. Any person who attempts to make a fraudulent compensation claim or uses fraudulent means to make a compensation claim may face legal action by the Company. In addition, the fraudulent claim will not be compensated and the Policy may be cancelled.
6. The Policyholder must provide the Company with all documents necessary for the purpose of handling the claim. You will be responsible for any costs associated with acquiring these documents.
7. At the request of the Company, the Policyholder must agree to undergo a medical examination. In the event of the death of the Policyholder, the Company may request an autopsy exam.
8. The Policyholder must reimburse the Company, within one month of the relevant request, any amount settled but not covered by this Policy.

## ANNEX 1 – TABLE OF GUARANTEES

Individuals who have enrolled in the AIG SNOW Policy are insured for the following Benefits, Maximum Amounts and Deductibles, which are per person and per period of insurance:

Guarantee	Maximum amount	Deductible/Uncovered fee
Civil liability - Personal injury	€ 500,000	10% with a minimum of € 500
Civil liability - Damage to property (only following personal injury)	€ 10,000	10% with a minimum of € 500
Legal protection	€ 1,000	None
Costs of rescue operations on the slopes by means of a toboggan	€ 200	None
First aid medical expenses	€ 500	None
Driver available for the return to domicile	€ 200	None
Medical transfer/return of the Policyholder to his/her domicile	€ 5,000	None
Reimbursement of a ski-pass not used due to an accident	Pro-rata	None
Reimbursement of unused ski equipment rental due to an accident	€40/day	€ 20
Reimbursement of unused ski lessons due to an accident	€60/day	€ 20
Reimbursement of ski-passes not used due to adverse weather conditions	Pro-rata	None

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## ANNEX 2- REGULATORY APPENDIX

This section recalls the main regulations set forth in the contract so that the Contracting Party can better understand the legal references.

### ITALIAN CIVIL CODE

#### **Art. 1341.**

##### **General Terms and Conditions.**

The general terms and conditions drawn up by one of the Contracting Parties shall be effective with respect to the other, if at the time of conclusion of the contract the latter was aware of them or should have been aware of them based on ordinary diligence. In any event, terms and conditions which set forth, in favour of the person who drafted them, limitations of liability, the right to withdraw from the contract or to suspend its performance, or which impose on the other Contracting Party time-barring, limitations on the right to raise objections, restrictions on freedom of contract in relations with third parties, tacit extension or renewal of the contract, arbitration clauses or derogations from the jurisdiction of the courts, shall have no effect unless they are specifically approved in writing.

#### **Art. 1342.**

##### **Contract concluded by means of specific forms.**

In contracts concluded by signing specific forms, aimed to govern in a uniform manner some contractual relationships, the clauses added to the forms shall prevail over the clauses originally set out in the forms if the added clauses are inconsistent with them, even if the latter have not been deleted.

The provision of the second paragraph of the previous article shall also be complied with.

#### **Art. 1891.**

##### **Insurance on behalf of others or on behalf of the person entitled to it.**

If the insurance is taken out on behalf of someone else or on behalf of a person entitled to it, the Contracting Party must fulfil the obligations arising from the contract, except for those which by their nature can only be fulfilled by the Policyholder.

The rights arising from the contract belong to the Policyholder, and the Contracting Party, even if in possession of the Policy, cannot enforce them without the express consent of the Policyholder.

The Policyholder shall be entitled to enforce any defence that may be asserted against the Contracting Party in compliance with the contract.

For reimbursement of premiums paid to the Insurer and of contract expenses, the Contracting Party shall have a lien on the amounts due by the Insurer in the same rank as claims for conservation costs.

#### **Art. 1892.**

##### **Misrepresentation and reticence with intent or gross negligence.**

Inaccurate statements and reticence attributable to the Contracting Party, relating to circumstances such that the Insurer would not have given its consent or would not have given it under the same conditions if it had known the true state of affairs, are grounds for cancellation of the contract when the Contracting Party has acted wilfully or with gross negligence.



The Insurer shall forfeit its right to contest the contract if, within three months of the day on which it became aware of the inaccuracy of the declaration or the reticence, it does not declare to the Contracting Party that it intends to exercise its right of appeal.

The Insurer shall be entitled to the premiums for the period of insurance in progress at the time of the request for cancellation and, in any event, to the premium agreed upon for the first year. If the claim occurs before the expiry of the period indicated in the preceding paragraph, the Policyholder shall not be obliged to pay the insured amount.

If the insurance covers more than one person or more than one thing, the contract apply to those persons or things to which the misrepresentation or reticence does not relate.

#### **Art. 1893.**

##### **Misrepresentation and reticence without malice or gross negligence.**

If the Contracting Party has acted without malice or gross negligence, inaccurate declarations and reticence are not cause for the termination of the contract, but the Insurer may withdraw from the contract by means of a declaration to be made to the Policyholder within three months from the day on which it became aware of the inaccuracy of the declaration or the reticence.

If the claim occurs before the inaccuracy of the declaration or reticence is known to the Insurer, or before the Insurer has declared to withdraw from the contract, the amount due shall be decreased in proportion to the difference between the agreed premium and the premium that would have been applied if the true state of affairs had been known.

#### **Art. 1894.**

##### **Insurance in the name and on behalf of third parties.**

In the case of insurance in the name or on behalf of third parties, if the latter have knowledge of the inaccuracy of the declarations or reticence concerning the risk, the provisions of articles 1892 and 1893 apply in favour of the Insurer.

#### **Art. 1897.**

##### **Risk Decrease.**

If the Contracting Party communicates to the Insurer changes that produce such a decrease in the risk that, had it been known at the time of the conclusion of the contract, it would have led to the stipulation of a lower premium, the Insurer, starting from the due date of the premium or of the instalment of the premium subsequent to the aforesaid communication, may only demand the lower premium, but has the right to withdraw from the contract within two months from the day on which the communication was made.

The declaration of withdrawal from the contract takes effect after one month.

#### **Art. 1898.**

##### **Risk Aggravation.**

The Contracting Party is required to give immediate notice to the Insurer of any changes that may aggravate the risk in such a way that, had the new state of affairs existed and been known to the Insurer at the time the contract was executed, the Insurer would not have approved the insurance or would have approved it for a higher premium.

The Insurer may withdraw from the contract by giving written notice to the Policyholder within one month of the day on which it has received notice or otherwise became aware of the aggravation of the risk.

The Insurer's withdrawal takes effect immediately if the aggravation is such that the Insurer would not have approved the insurance; it takes effect after fifteen days if the aggravation of the risk is such that a higher premium would have been required for the insurance.

The Insurer shall be entitled to the premiums for the insurance period in progress at the time when the notice of withdrawal is communicated.

If the claim occurs before the expiry of the time limits for the communication and the effectiveness of the withdrawal, the Insurer shall not be liable if the aggravation of the risk is such that it would not have approved the insurance if the new state of affairs had existed at the time of the contract; otherwise the amount due shall be reduced, taking into account the ratio between the premium set in the contract and the one that would have been set if the increased risk had existed at the time of the contract.

#### **Art. 1901.**

##### **Failure to pay the premium.**

If the Contracting Party fails to pay the premium or the first instalment of the premium as set forth in the contract, the insurance shall remain suspended until midnight of the day when the Contracting Party pays what is due.

If the Contracting Party fails to pay the subsequent premiums on the agreed due dates, the insurance shall be suspended from midnight on the fifteenth day after the due date.

In the hypotheses described in the two preceding paragraphs, the contract shall be terminated if the Insurer, within six months from the day when the premium or the instalment fell due, does not take action to collect it; the Insurer is only entitled to the payment of the premium related to the current insurance period and to the reimbursement of expenses. This rule does not apply to life insurance.

#### **Art. 1910.**

##### **Insurance with multiple Insurers.**

If several insurances are taken out separately with different Insurers for the same risk, the Policyholder must give notice of all the insurances to each Insurer.

If the Policyholder wilfully fails to give the notice, the Insurers are not required to pay the indemnity.

In the event of a claim, the Policyholder must give notice to all Insurers in accordance with art. 1913, indicating to each the name of the others. The Policyholder may claim from each Insurer the indemnity due under the respective contract, provided that the aggregate amounts collected do not exceed the amount of the loss.

The Insurer who has paid shall have the right of recourse against the others for the proportional apportionment based on the indemnities due according to the respective contracts. If an Insurer is insolvent, its share is divided among the other Insurers.

#### **Art. 1913.**

##### **Notice to the Insurer in the event of a claim.**

The Policyholder shall give notice of the claim to the Insurer or agent authorized to execute the contract, within three days after the claim occurs or the Policyholder becomes aware of the claim. The notice is not necessary if the Insurer or the agent authorised to execute the contract intervenes within the said time limit in the rescue operations or the assessment of the claim.

In livestock mortality insurance, notice shall be given within twenty-four hours, unless otherwise agreed.

#### **Art. 1914.**

##### **Rescue requirement.**

The Policyholder must do what he/she can to avoid or lessen the damage.

Expenses incurred by the Policyholder for this purpose shall be borne by the Insurer in proportion of the insured value versus the value of the property at the time of the claim, even if its amount, together with the damage, exceeds the insured amount, and even if the purpose has not been achieved, unless the Insurer proves that the expenses were incurred recklessly.



The Insurer shall be liable for material damage directly caused to the insured property by the means used by the Policyholder to avoid or reduce the damage caused by the claim, unless it proves that these means were used recklessly.  
The intervention of the Insurer for the rescue of the insured properties and their preservation shall not affect its rights.  
If the Insurer intervenes in the rescue, it shall, at the request of the Policyholder, advance the costs or contribute in proportion to the insured value.

**Art. 1915.**

**Failure to comply with warning or rescue requirement.**

The Policyholder who wilfully fails to comply with the obligation to warn or rescue loses the right to compensation.  
If the Policyholder negligently fails to comply with this obligation, the Insurer is entitled to reduce the indemnity in proportion to the damage suffered.

**Art. 1916.**

**Insurer's right of subrogation.**

The Insurer who paid the indemnity shall be subrogated, up to the amount of the indemnity, to the rights of the Policyholder against liable third parties.  
Except in the case of wilful misconduct, subrogation shall not apply if the damage is caused by the Policyholder's children, ascendants, other relatives or relatives-in-law living with the Policyholder or by domestic staff.  
The Policyholder is liable to the Insurer for the damage caused to the right of subrogation.  
The provisions of this article shall also apply to insurance against accidents at work and accidental misfortunes.

**Art. 2952.**

**Limitation Period in insurance matters.**

The right to payment of the premium instalments shall expire one year after the individual due dates.  
Other rights deriving from the insurance contract shall expire in two years from the day when the event on which the right is based occurred, with the exception of the life insurance contract whose rights shall expire in ten years.  
In liability insurance, the time limit commences on the day on which the third party claims compensation from the Policyholder or brings a legal action against the Policyholder.  
The communication to the Insurer of the request submitted by the damaged third party or of the action brought by the latter suspends the limitation period until the injured party's claim has become due and payable or the right of the injured third party is time-barred.  
The provision of the preceding paragraph shall apply to an action brought by the re-insured party against the reinsurer for payment of indemnity.

**AIG EUROPE S.A.**  
**Rappresentanza Generale per l'Italia**

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## ANNEX 3 - CLAIM FORM

CLAIM FORM					
POLICY NO.					
VALIDITY OF INSURANCE COVER					
INSURED DATA					
SURNAME		NAME			
DATE OF BIRTH		PLACE OF BIRTH			
TAX CODE					
TELEPHONE		EMAIL			
ADDRESS					
CITY:		POSTAL CODE		PROVINCE	
EVENT DATA					
CLAIM DATE		CLAIM TIME			
EVENT DESCRIPTION					
Costs of rescue operations on the slopes by means of a toboggan		<input type="checkbox"/>	General rescue expenses		<input type="checkbox"/>
First aid medical expenses		<input type="checkbox"/>	Civil liability		<input type="checkbox"/>
Legal protection		<input type="checkbox"/>	Reimbursement of unused ski-passes due to accident		<input type="checkbox"/>
Reimbursement of unused sport equipment rental due to an accident		<input type="checkbox"/>	Reimbursement of unused ski-passes due to adverse weather conditions		<input type="checkbox"/>
Other (Specify)					
DATA OF THE INJURED PARTY/IES (only in the case of damage to third parties)					
SURNAME		NAME			
DATE OF BIRTH		PLACE OF BIRTH			
TAX CODE					
TELEPHONE		E-MAIL			
ADDRESS					
CITY:		POSTAL CODE		PROVINCE	

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For the purpose of opening the claim, please enclose the following documentation:

- (i) **Copy of the document proving status of policyholder**
- (ii) **Copy of the report issued by the Rescue service**
- (iii) **Further documentation as required under the terms and conditions of insurance.**

References

e-mail [sinistri.snowproblem@igsonline.it](mailto:sinistri.snowproblem@igsonline.it)

For Legal Protection claims e-mail: [tutela.legale@igsonline.it](mailto:tutela.legale@igsonline.it)

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## INFORMATION ON THE PROCESSING OF PERSONAL DATA

### How we use Personal Data

AIG Europe S.A. – Rappresentanza Generale per l'Italia is committed to protecting the privacy of its customers, claimants, and all of its business partners.

"**Personal Data**" identifies and relates to you or other individuals (e.g., your partner or other members of your household). If you provide Personal Data about another individual, you must (unless we agree otherwise) inform them of the contents of this Policy and our Privacy Policy and obtain their permission (where possible) to share their Personal Data with us.

**The Types of Personal Data We May Collect and for What Purposes** – Depending on our relationship with you, the Personal Data we collect may include: contact information, financial and banking information, credit references and creditworthiness, sensitive health or medical information (collected with your consent where required by applicable law), as well as other Personal Data you provide to us, or that we obtain in connection with our relationship with you. Personal Data may be used for the following purposes:

- Policy management, e.g., communications, claims processing and payment
- Carrying out assessments and making decisions regarding the provision and General Conditions of Insurance and the settlement of claims
- Assistance and advice on medical and travel issues
- Management of our business operations and IT infrastructure
- Prevention, detection, and investigation of crimes, e.g., fraud and money laundering
- Establishing and defending 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 safety purposes
- Marketing, research and market analysis

**Sharing of Personal Data** – For the purposes set forth above, Personal Data may be shared with companies in our group and with third parties (such as, for example, brokers and other insurance distribution entities, insurers and reinsurers, business information agencies, healthcare providers, and other service providers).

Personal Data will be shared with third parties (including government authorities) if required by applicable laws or regulations. Personal Data (including injury details) may be entered into claims records and shared with other insurers. We are required to record all third-party claims related to physical injuries in the records regarding workers' compensation. We may search such records to prevent, detect and investigate fraud or to confirm your previous claims or those of any other person or property that may be involved in the Policy or claim. Personal Data may be shared with prospective and current purchasers and transferred as a result of the sale of our company or the transfer of business activities.

**International Transfer** – Due to the global nature of our business, Personal Data may be transferred to entities located in other countries (including the United States, China, Mexico, Malaysia, the Philippines, Bermuda and other countries that may have a different data protection system than your country of residence). When we make such transfers, we will take steps to ensure that your Personal Data is adequately

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protected and transferred in accordance with the requirements of data protection law. For more information on international transfers please see our Privacy Policy (below).

**Personal Data Security** - Appropriate technical and physical security measures are adopted to keep your Personal Data protected and secure. When we provide Personal Data to third parties (including our service providers) or engage third parties to collect Personal Data on our behalf, we confirm that such third parties will be carefully selected and will be required to implement appropriate security measures.

**Your Rights** - You have several rights under the Data Protection Act in relation to our use of Personal Data. These rights may apply only in certain circumstances and are subject to some exemptions. These rights may include the right to access your Personal Data, the right to rectify inaccurate information, the right to have information deleted or to suspend our use of your data. These rights may also include the right to transfer the data to another organisation, the right to object to our use of your Personal Data, the right to request that certain automated decisions we make include human involvement, the right to withdraw consent, and the right to file complaints with the Data Protection Authority. For more information about your rights and how you can exercise them please see our Privacy Policy (below).

Privacy Policy - More information about your rights and how we collect, use and disclose your Personal Data is contained in our full Privacy Policy, which you can find at: <https://www.aig.co.it/informativa-privacy>.

Alternatively, you may request a copy by writing to: Data Protection Officer, AIG Europe S.A. - Rappresentanza Generale per l'Italia, Piazza Vetra 17, 20123, Milan or by sending an e-mail to the address: [protezionedeidati.it@aig.com](mailto:protezionedeidati.it@aig.com).

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