

Financial Lines – AffinityGuard for Clubs

In consideration of payment of the premium and in reliance upon the statements made to AIG Europe S.A. (the Insurer) by the *completed proposal form* which forms part of this policy and its attachments and all other materials incorporated therein, the Insurer agrees as follows:

Insuring agreement

The Insurer shall pay the *loss* of an *insured* arising from any *claim* first made against an *insured* and reported to the Insurer by the *insured* or the *policyholder* during the *policy period* for any *wrongful act*.

Definitions

Breach of Confidential Information

The unauthorised disclosure or transmission of *confidential information*

Claim means (i) any suit or proceeding brought by any person or organisation against an *insured* for monetary damages or other relief, or (ii) any written demand from a person or organisation that it is the intention of such person or organisation to hold one or more *insureds* responsible for the results of any specified *wrongful act*.

Completed Proposal Form

a precise record of the answers and/or information of the *policyholder* provided to each of the specific questions asked by the *insurer* at the pre-contractual stage of a contract of insurance. This includes the information and/or answers to any proposal form supplied to the *insurer* on or before the *continuity date* or retroactive date, whichever is earliest.

The *policyholder* must answer all of the questions on the *completed proposal form* honestly and with reasonable care, failure to do so may be regarded as a *misrepresentation*.

Club means, where the *policyholder* is a *corporate entity*, the *policyholder*, provided that the *policyholder* falls within the definition of a consumer under section 1 of the Consumer Insurance Contracts Act 2019 (Ireland), and in all other cases the association of persons operating as a club under the name set out in item 2 of the Schedule to this policy.

Computer System means

- (i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the *policyholder*;
- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system;
- (iii) any employee "Bring Your Own Device" used to access any of the foregoing computer hardware, software or components thereof or *data* contained therein; and

- (iv) any cloud service or other hosted computer resources, used by the *policyholder* and operated by a *third party* service provider under a written contract between such *third party* service provider and the *policyholder*

Confidential Information means

Corporate information and *personal information* in the *policyholder's* or *information holder's* care, custody or control or for which the *policyholder* is legally responsible

Continuity Date mean the date(s) specified in Item 7 of the Schedule which shall be the date from which the *policyholder* or, if the *policyholder* is not a *corporate entity*, any persons previously holding the same position(s) as the *policyholder* has maintained uninterrupted cover with the Insurer or such other date(s) as agreed with the Insurer.

Corporate Information

a *third party's* items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

Corporate entity means any body corporate or corporation (as defined in the Companies Act 1963 to 2005) or any amendments thereof .

Data means any electronically stored digital or digitised information or media. For the purposes of this endorsement, *data* is not tangible property.

Data Protection Legislation

the Data Protection Acts 1988 and 2003 and any subsequent legislation that alters, repeals or replaces such data protection act and any and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.

Data Subject

any natural person whose *personal information* has been either collected, stored, or processed by or on behalf of a *company*.

Defence costs means reasonable and necessary fees (including legal fees), costs and expenses incurred with the written consent of the Insurer resulting solely from the investigation, adjustment, defence and appeal of any claim or criminal prosecution against an *insured* or representation of an *insured* at any official investigation into the affairs of the *club* but shall not include salaries of directors, officers or employees of the *policyholder* or *club* .

Employment practice claim means a claim made against any *insured* or any member of staff of the *policyholder* or *club* alleging an *employment practice violation*.

Employment Practice violation means any actual or alleged unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, including breach of an implied contract; employment-related misrepresentation; wrongful failure to employ or promote, wrongful deprivation of career opportunities, wrongful discipline; failure to furnish accurate job references, failure to grant tenure or negligent employee evaluation; sexual or workplace or racial or disability harassment of any kind (including the alleged creation of a harassing workplace environment); unlawful

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discrimination, whether direct, indirect, intentional or unintentional; failure to provide adequate employee policies and procedures; *retaliation* (including lockouts); and for the avoidance of doubt, any other *claim* pursuant to the Employment Equality Act 1998 relating to any past, present or prospective employee of the *policyholder*.

Information Holder means a *third party* that:

- (i) a *policyholder* or *subsidiary* has provided *personal information* or *corporate information* to; or
- (ii) has received *personal information* or *corporate information* on behalf of an *entity*.

Insured means any natural person who was, is or shall be a director, officer, trustee, employee, volunteer, committee member or any member of staff of the *policyholder* or the *club*. Cover will automatically apply to any natural person who becomes a director, officer, trustee, employee, volunteer, committee member or any member of staff of the *policyholder* or the *club* after the inception date of the policy, and if a natural person dies or becomes incompetent, insolvent or bankrupt, the policy shall cover *loss* arising from any *claims* made against the estate, heirs or legal representatives of any such person for any *wrongful act*.

Notwithstanding the above, *insured* shall not include the *club* for the purpose of any *loss* arising out of, based upon or attributable to, in whole or in part, any *employment practice claim*.

Intellectual property rights means patents, trade marks, service marks, designs, design rights, copyrights, database rights, utility models, logos, know-how, trade secrets, confidential processes and information, inventions, discoveries and improvements, trading and business names, rights in internet domain names, moral rights, other intellectual property rights (in each case whether registered or not and including applications for registration thereof) and all rights or forms of protection of a similar or analogous nature or having equivalent or similar effect which may subsist in any part of the world.

Loss means damages, judgements, settlements and *defence costs*. However, *loss* shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages (other than damages awarded for libel and slander), taxes, any amount for which an *insured* is not legally liable or matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Misrepresentation

any innocent, negligent or fraudulent answers or information provided by the *policyholder* to the questions on the *completed proposal form*

Personal Information

any information relating to an identified or identifiable natural person.

Personal information includes a natural person's name, online identifier, telephone number, credit card or debit card number, account and other banking information, medical information, or any other information about a natural person protected under *data protection legislation*.

Member means any person who is a member of the *club* in whatsoever category whether or not that *member* is entitled to voting rights and / or a share in the assets and liabilities of the *policyholder* upon dissolution or winding up.

Policyholder means the person(s) or *corporate entity* specified in item 2 of the Schedule to this policy to whom the policy is issued and who shall act on behalf of all *insureds* in all matters regarding this policy. If the *policyholder* comprises more than one person, each person identified shall be entitled individually to act on behalf of all *insureds* and on behalf of the other persons comprising the *policyholder*.

Where the *policyholder* is a *corporate entity* the term *policyholder* also includes any subsidiary of the *policyholder*.

For the purposes of this policy a subsidiary means any organisation under the control and influence of the *policyholder*, provided, however, that this policy shall provide cover only for *wrongful acts* occurring at a time when the subsidiary was so controlled and/or owned by the *policyholder* and otherwise covered by the terms and conditions of this policy.

Policy period means the period of time from the inception date to the expiration date stated in item 3 of the Schedule to this policy.

Privacy Event means

- (i) a *breach of confidential information* by an *insured* or an *information holder*; or
- (ii) a failure by an *entity* to notify a *data subject* or any official body of an unauthorised disclosure or transmission of *personal information* for which the *entity* is responsible in accordance with the requirements of any *data protection legislation*.

Retaliation means a *wrongful act* of an *insured* relating to or alleged to be in response to any of the following activities:

- (i) the disclosure or threat of disclosure by an employee to a superior or to any government agency or authority of any act by an *insured* which act is alleged to be a violation of the law, common or statutory, of any state, territory, jurisdiction or political subdivision thereof;
- (ii) the actual or attempted exercise by an employee of any right that such employee has under law, including rights under any law relating to employee rights; or
- (iii) any employee strike, work to rule or other similar action.

Security Failure

- (i) any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a *computer system*, including that which results in or fails to mitigate any:
 - (a) denial of service attack or denial of access; or,
 - (b) receipt or transmission of a malicious code, malicious software or virus;
- (ii) the loss of *data* arising from the physical theft or loss of hardware controlled by an *entity*; or
- (iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a *computer system* or any component thereof non-functional or useless for its intended purpose.

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Third Party

any entity or natural person except:

- (i) any *insured*; and
- (ii) any other entity or natural person having a financial interest in the operation of a *corporate entity*.

Wrongful act means any actual or alleged breach of any express or implied duty, imposition of a detriment, neglect, error, misstatement, omission, breach of representation of authority, breach of trust and/or fiduciary duties, libel and slander, *employment practice violation* or any other unlawful act committed by any *insured* in their capacity as such and solely in the course of their activities as director, officer, trustee, employee, volunteer, committee member or member of staff of the *policyholder*. Same or related *wrongful acts* shall constitute a single *wrongful act*.

In this policy any reference to an employee or member of staff of the *club* shall include any person employed by the *policyholder* or any person comprised in the *policyholder* on behalf of the *club*.

Exclusions

The Insurer shall not be liable to make any payment for *loss* in connection with any *claim*

1. made against an *insured* arising out of, based upon or attributable to the gaining in fact of any personal profit or advantage to which an *insured* was not legally entitled or fraudulent *misrepresentation* or, depending on the circumstances negligent *misrepresentation*, in the *completed proposal form*.
2. made against an *insured* arising out of, based upon or attributable to the committing in fact of any dishonest or fraudulent act;
For the purpose of determining the applicability of exclusions 1 and 2, the *wrongful acts* of any *insured* shall not be imputed to any other *insured*
3. made against an *insured* arising out of, based upon or attributable to the facts alleged, or to the same or related *wrongful acts* alleged or contained, in any *claim* which has been reported under any policy of which this policy is a renewal or replacement;
4. made against an *insured* arising out of, based upon or attributable to any pending or prior litigation as of the pending and prior litigation *Continuity Date* specified in Item 7 of the Schedule, or alleging or derived from the same or essentially the same facts as alleged in any pending or prior litigation or any pending demand, suit or other proceeding, or order, decree or judgement entered, against any *insured* before the *Continuity Date*;
5. made against an *insured* arising out of, based upon or attributable to bodily injury, sickness, disease, death or emotional distress of any person or damage to or destruction of any tangible property, including the loss of use thereof; provided, however, that this exclusion shall not apply to any *claim* for emotional distress with respect

- to any *employment practice claim* made against an *insured*;
- 6. made against an *insured* arising out of, based upon, attributable to, or in any way involving, directly or indirectly (i) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants or (ii) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants, nuclear material or nuclear waste,
Pollutants include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed;
- 7. made against an *insured* in the capacity as trustee or administrator of any pension, profit sharing or employee benefit programme.
- 8. made against an *insured* where legal action or litigation is brought in a court of law constituted in the United States of America or Canada or arising out of the activities of the *policyholder* in the United States of America or Canada.
- 9. made against an *insured* arising out of, based upon or attributable to any actual or alleged breach of any contract or agreement by the *policyholder*, where the *policyholder* is a *corporate entity*;
- 10. made against an *insured* arising out of, based upon or attributable to any actual or alleged infringement of any *intellectual property rights*.
- 11. made against the *club* arising out of, based upon, or attributable to any actual or alleged *privacy event* or *security failure*.

Extensions

Member to Member Liability

This policy is extended to cover any *claim* made against any *member* of the *club* by any other *member* of the *club* for *loss* arising from any *wrongful act* provided that if made upon an *insured* such *claim* would be covered under this policy and provided that

- (a) such *member* is not entitled to cover for such *loss* under any other collectible insurance and,
- (b) such *member* shall as though he were the *insured* observe, fulfil and be subject to the terms, conditions and exclusions of this policy in so far as they can apply.

General conditions

How Defence will be conducted

The Insurer shall have the right and duty to defend, investigate, adjust or otherwise settle any *claim* in the name of the *insured* and shall be entitled if it so desires to nominate legal representation for the *insured*. If the Insurer does not exercise its duty to defend, it shall nevertheless have the right to associate effectively with the *insured* in the defence and settlement of any *claim* including but not limited to direct

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involvement with the defence or negotiation of any *claim* or settlement. The involvement of the Insurer in the defence or settlement of any claim is without prejudice to the *insured's* right to repudiate liability.

The *insured* shall not make any admission, offer, promise, payment, grant any indemnity or incur any *defence costs* without the prior written consent of the Insurer, which consent will not be unreasonably withheld.

The *insured* shall give the Insurer full co-operation and all information as it may reasonably require to defend, settle or prosecute any *claim*. Nevertheless, neither the *insured* nor the Insurer shall be required to contest any legal proceedings unless a Senior Counsel or equivalent (to be mutually agreed by the *policy holder* and the Insurer) shall advise that such proceedings should be contested.

Limit of liability and retentions

The limit of liability specified in Item 4 of the Schedule to this policy is the limit of the Insurer's liability for all *loss* arising out of all *claims* first made against the *insured* and reported to the Insurer during the *policy period* and the discovery period (if applicable). However, the limit of liability for the discovery period shall be part of, and not in addition to, the limit of liability for the *policy period*. Any *claim* made subsequent to the *policy period* or discovery period that pursuant to the Notice of Claim provisions of the policy is considered made during the *policy period* or discovery period shall be subject to the same aggregate limit of liability. *Defence costs* are part of *loss* and as such are also subject to the same aggregate limit of liability.

In respect of *claims* against an *insured* where the *policyholder* is a *corporate entity* the Insurer shall only be liable for the amount of *loss* arising from a *claim* that is in excess of the retention amount specified in Item 5 of the Schedule to this policy and the *policyholder* agrees that it shall be responsible for and shall bear the amount of such retention.

A single retention amount shall apply to *loss* arising from all *claims* alleging the same *wrongful act* or related *wrongful acts*.

Other insurance

Unless otherwise required by law, the insurance provided by this policy is excess over any other valid and collectable insurance.

Representations and severability

In granting cover to any one *insured* the Insurer has relied upon the statements and particulars in the *completed proposal form* together with its attachments and other information supplied. All this material is the basis of cover and shall be considered incorporated in and constituting part of the policy.

The *completed proposal form* shall be construed as a separate proposal by each *insured*. With regard to statements and particulars in the proposal, no statements made or knowledge possessed by any *insured* shall be imputed to any other *insured* to determine whether cover is available for any *claim* made against any other *insured*.

Discovery clause

If the Insurer shall refuse to renew this policy the *policyholder* shall have the right, upon payment of an additional premium of 100 percent of the full annual premium, to a period of 12 months following the effective date of non-renewal (this is called the discovery period) in which to give written notice to the Insurer of *claims* first made against the *insured* during the discovery period for any *wrongful act* occurring prior to the end of the *policy period* and otherwise covered by this policy provided that the *policyholder* cannot renew or replace this policy with or cannot purchase, effect or otherwise acquire, any other policy affording similar liability cover.

The rights contained in this clause shall terminate, however, unless written notice of their election is received by the Insurer within ten days of the effective date of non-renewal. Notice should be sent to the Insurer at AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1. or by facsimile to 01 2837774.

The offer by the Insurer of renewal terms, conditions, limits of liability or premiums different from those of the expiring policy shall not constitute a refusal to renew.

Automatic discovery cover after a merger or acquisition

If during the *policy period* the *entity* shall consolidate with or merge into, or sell all or substantially all of its assets to any other person, or organisation (events described above are called the Transaction), then the cover provided under this policy is amended to apply only to *wrongful acts* committed prior to the effective date of the Transaction.

The *policyholder* shall give the Insurer written notice of the Transaction as soon as practicable but not more than 30 days after the effective date of the Transaction.

Cancellation

This policy may be cancelled by the *policyholder* by giving notice in writing of cancellation to the *insurer*, within fourteen (14) working days after the date when the *policyholder* is informed that the contract of insurance has been concluded. In such circumstances, the *insurer* shall not impose any financial cost on the *policyholder* other than the cost of the premium for the period of cover.

However, if the *policyholder* has arranged this insurance policy through an authorised and regulated insurance intermediary/broker the *policyholder* may also be liable to pay a fee to that intermediary/broker. The *policyholder* intermediary's terms of business, will confirm such information for the *policyholder*.

Cooling-off Period

A 14 working days from the start date of this AIG insurance policy to cancel the cover without penalty. The *policyholder* will however be charged a pro rata premium for the period of cover. The *insurer* will require your cancellation request to be in writing (by email or letter) with the policy number details included. The cancellation will only take effect upon our receipt of written cancellation request.

Notice of claim

Notice of *claim* shall be given in writing to Claims Department, AIG Europe S.A., A30 North Wall Quay, International Financial Services Centre, Dublin 1 or by email to FLCLAIMS.IE@AIG.COM. If posted, the date of posting

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shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

The *policyholder* shall, as a condition precedent to the obligations of the Insurer under the policy, give written notice to the Insurer as soon as practicable during the *policy period* or discovery period of any *claim* made against the *insured*. If written notice of a *claim* against any *insured* has been given to the Insurer under the conditions in the preceding paragraph, then any *claim* which is subsequently made against the *insured* and reported to the Insurer alleging, arising out of, based upon or attributable to the facts or *wrongful acts* alleged in the *claim* previously notified to the Insurer shall be considered made against the *insured* and reported to the Insurer at the time the first notice was given. If the *insured* shall become aware of any circumstances which may reasonably be expected to give rise to a *claim* against the *insured* and shall give written notice to the Insurer of the circumstances and the reasons for anticipating a *claim*, with complete details about dates and persons involved, then any *claim* which is subsequently made against the *insured* and reported to the Insurer alleging, arising out of, based upon or attributable to these circumstances or alleging any *wrongful act* which is the same as or related to any *wrongful act* alleged or contained in these circumstances, shall be considered made against the *insured* and reported to the Insurer at the time notice of the circumstances was given. It is agreed that the *policyholder* shall act on behalf of all *insureds* with regard to notice of *claim*, payment of premiums, receipt and acceptance of any endorsements, and the exercising or declining to exercise any right to a discovery period.

Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of such payment to all the *insured's* rights of recovery therefore, and the *insured* shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer effectively to bring suit in the name of the *insured*.

The *insurer* will not exercise its rights of subrogation against an *insured* in connection with a *claim*, if it is not permitted under the sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

Action against Insurer

No action shall lie against the Insurer unless it is brought in a court of competent jurisdiction in the Republic of Ireland. Before any action is brought against the Insurer, the *policyholder* must have complied fully with all the terms of this policy, and the amount of the *insured's* obligation to pay shall have been finally determined either by judgement against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the Insurer.

Any person or organisation or their legal representatives who has secured a judgement or written agreement shall thereafter be entitled to recover under this policy to the extent of the policy. No person or organisation shall have any right under this policy to join the Insurer as a party to any action against the *insured* to determine the *insured's* liability. Bankruptcy or

insolvency of any natural person who is an *insured* or of their estates shall not relieve the Insurer of any of its obligations.

Jurisdiction and governing law

The parties agree to submit to the exclusive jurisdiction of the High Court in the Republic of Ireland.

Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of the Republic of Ireland

Assignment

This policy and any rights hereunder are not assignable without the written consent of the Insurer save that if the *policyholder* is not a *corporate entity*, and the trustees and/or committee members comprising the *policyholder* change during the period of the policy the benefit (subject to the burden) of this policy shall be deemed to be assigned to any person or persons who replace such person or persons as the trustees and/or committee members of the *club* after the inception date of this policy.

Tacit Clause

This policy is valid for the *policy period* stated in the Schedule or in the latest issued endorsement and may, at the discretion of the *insurer*, at the end of such *policy period* and each subsequent *policy period*, be automatically renewed for a new period of 12 months; except that either the *policyholder* or the *insurer* may non-renew this policy by giving the other party written notice of such termination no later than 30 days prior to the end of the current *policy period*.

Sanctions

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

Irish Compensation Fund

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a *policyholder* is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website through the following link:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>.

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Complaints

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer
 AIG Europe S.A.,
 30 North Wall Quay,
 IFSC,
 Dublin 1,
 D01 R8H7.
 Phone: +353 1 208 1400
 E-mail: customercomplaints.ie@aig.com
 Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

At any stage you may contact any of the following:

Insurance Ireland
 Insurance Centre,
 5 Harbourmaster Place,
 IFSC,
 Dublin 1,
 D01 E7E8.
 Phone: +353 1 676 1820
 Fax: +353 1 676 1943
 E-mail: feedback@insuranceireland.eu
 Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman
 3rd Floor,
 Lincoln House,
 Lincoln Place,
 Dublin 2,
 D02 VH29.

Phone: +353 1 567 7000
 E-mail: info@fspo.ie
 Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>: or

- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

Impact of *Misrepresentation*

The impact of any *Misrepresentation* by the *policyholder* to any of the answers provided on the *completed proposal form* is as follows:

- Innocent *Misrepresentation*:**
 Where the *policyholder* have answered all questions in the *completed proposal form* honestly and with reasonable care but where the *policyholder* made an innocent *misrepresentation* (that is, one that is neither negligent nor fraudulent) the Insurer will pay any covered claim event subject to the terms and conditions of this policy.
- Negligent *Misrepresentation*:**
 If the *policyholder* make a negligent *misrepresentation* or fail to take reasonable care in completing the *completed proposal form* the cover under this policy may not fully operate and in the event of a claim the Insurer will exercise one of the following remedies:
 - If knowing the full details the Insurer would not have entered into the insurance contract, the Insurer may avoid the contract, refuse all claims and return any premiums paid by the *policyholder*.
 - If the Insurer would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
 - If the Insurer would have entered into the contract of insurance but have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the claim.
 - Where there is no outstanding claim under the contract of insurance, the Insurer may either:

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- (i) give notice to the *policyholder* that in the event of a claim the Insurer will exercise the remedies in paragraphs (a) to (c), or
 - (ii) terminate the contract by giving reasonable notice to the *policyholder*.
- (c) **Fraudulent Misrepresentation:**
If the *policyholder* makes a fraudulent *misrepresentation* or where any conduct by the *policyholder* involves fraud of any kind the Insurer shall be entitled to avoid the contract of insurance and refuse any claims.

Alteration of Risks

The *policyholder* must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded.

Regulatory Compliance

The *insurer* complies with all applicable laws and regulations in the provision of this Policy.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

AIG Europe S.A., is an insurance undertaking. We do not provide advice or any personal recommendation about this product. Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales.

How we use Personal Information

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

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

The types of Personal Information we may collect and why

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

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

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

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transferred upon a sale of our company or transfer of business assets.

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

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

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

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

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