



POLICY TERMS AND CONDITIONS OF INSURANCE

“TicketCare”

THE DOCUMENT INCLUDES:

DIP-DOCUMENTO INFORMATIVO PRECONTRATTUALE

DIP AGGIUNTIVO

CONDITIONS OF INSURANCE INCLUDING GLOSSARY

PRIVACY POLICY

MUST BE DELIVERED TO THE INSURED BEFORE THE POLICY IS SIGNED

Document drafted according to the guidelines of the Ania - Consumer Associations - Intermediary Associations Technical Table “Simple and Clear Contracts”

The present document is an insurance contract signed by the customers of VIVATICKET, who wish to guarantee a ticket, purchased online, from the risk of non-use. The insurance guarantees are provided by AIG Europe S.A. - General Representation for Italy, based in Piazza Vetra 17, 20123 Milan. Only the ticket whose references appear on the purchase receipt is covered by this Insurance.

**Date of the last update of the data contained in these Policy Terms and Conditions:
01.12.2024**

Policy IPL0000549 –Ed.1 TicketCare

AIG Europe S.A. Rappresentanza Generale per l'Italia - Piazza Vetra, 17 - 20123 Milano

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SECTION 1 – DEFINITIONS AND GLOSSARY

In order to make it easier to read and understand these insurance terms and conditions, we provide below both the explanation of certain technical expressions in the insurance glossary and those terms that take on a specific meaning in the Policy. When the words below are used with the first letter capitalized within the Policy, they will take on the meaning below. The plural of terms defined herein shall have the same meaning as their singular form.

Please note: Pursuant to Article 166(2) of Legislative Decree 209/2005 “Private Insurance Code,” the attention of the Policyholder and the Insured is drawn to the boldface clauses containing provisions relating to forfeitures, nullity, Warranty limits, or charges against the Policyholder or Insured.

Accident: an event of an unforeseeable, uncontrollable (hence fortuitous) nature external to the Insured, which is of a violent nature and causes observable and measurable bodily injury;

Claim: the future, harmful and uncertain event that may occur during the term of the Policy and which entitles the Insurer to receive an insured benefit.

Complaint: means a statement of dissatisfaction in writing with the Insurer with respect to the Contract; requests for information or clarification, claims for indemnity or performance of the Contract are not considered complaints.

Contractor/Policy holder: VIVATICKET S.p.A, Via Antonio Canova 16/20 - 40138., i.e., the person who takes out the insurance in the name and on behalf of its Clients who voluntarily intend to join it

Customer/Client: the person who purchases a ticket from VIVATICKET's website.

Deductible: amount that remains payable by the Insured in the event of a Claim.

Event: the theatrical, film or sports performance, visit to exhibitions or museums for which the Insured has purchased a Ticket.

Event Date: the date indicated on the Ticket chosen by the Insured as the date of the Event.

Hospitalization: the period of time that the Insured spends at a hospital, necessary to assure him or her of the services of diagnosis, treatment, rehabilitation and interventions that cannot be addressed or resolved at home.

Family Unit: the spouses and offspring living in the same dwelling.

Illness: means the alterations in the state of health that does not depend on an accident, i.e., not attributable to an external, fortuitous and violent cause; Covid-19 cause illness is excluded only in cases of declared Pandemic by WHO (World Health Organization).

Insured: the person whose interest is protected by the Insurance.

Insurer/Company: AIG Europe S.A. - General Representation for Italy.

Insurance/Contract/Policy: The coverage referred to in these General Conditions of Insurance, commercially referred to as “TicketCare”;

Intermediary: AON S.p.A, Via Calindri 6 - 20143 (Milan), registered in RUI under number B000117871.

Joint: the spouses, cohabiting partners, partners in civil unions, persons united by a stable emotional bond, relatives up to the sixth degree.

Limit: the maximum amount, established in the Policy, up to which the Insurer agrees to provide insurance coverage.

Policy/Purchase Document: a document issued by VIVATICKET as proof of purchase of the Ticket, showing the amount of the Ticket and possibly also the Policy, the date of which identifies the start of coverage.

Premium: the amount paid by the Insured against the benefits provided by the Insurer under this Policy.

Provider: Meetch, a company contracted by the Insurer to handle Claims arising under the Policy, based in Paris, 141 avenue de Wagram, 75017.

Purchase Date: The date indicated on the Purchase Document issued by VIVATICKET, to be understood as the date of commencement of coverage.

Ticket: an official document issued by the Contractor, certifying the Event in which the Insured intends to participate.

SECTION 2 – GUARANTEE OFFERED BY THE INSURER

PREAMBLE

These general conditions refer to an insurance contract of a collective nature, with optional individual adhesion, through which the Policy holder, Vivaticket, makes available to its customers, upon payment of the Premium, the following coverages, according to the terms and conditions set forth in these Conditions of Insurance.

1. Object of the coverage

This insurance program is reserved for Customers who have purchased a Ticket that allows entry or participation in an Event. The guarantees offered by this Insurance are against the risk of non-use of the Ticket in the event of:

- Bodily injury, sickness of the insured or member of Family Unit;
- Bodily injury, sickness of the insured's spouse, partner, brothers and sisters, ascendant, descendant or member of Family Unit;
- Death of the Insured or a member of the Family Unit;
- Medical situation related to pregnancy requiring staying in bed;
- Birth of a child/grandchild up to 7 days prior to the event;
- Public transport strike on the day of the event, when no other public transport alternative is available;
- Major property damage to the insured's residence or business, requiring the insured to stay on the premises;
- Insured summoned to appear as a jury or witness to the "cour d'assise" (major crimes);
- Sudden and unexpected work trip imposed by the employer that makes it necessary for the Insured to be present;
- Theft of personal identification documents required to attend or to travel to the event;
- Theft of tickets following break in or assault;
- Mechanical breakdown or car accident up to 6h prior to the event requiring a car repair.

SECTION 3 – LIMITATIONS AND EXCLUSIONS RELATED TO THE COVERAGE

2. GUARANTEE EXCLUSIONS

With respect to all coverages under this Insurance, the following general exclusions apply:

- Error in entering the choice of ticket and/or error in entering the order, i.e.: error in the number of tickets, error in the date, error in the place, error in the choice of seat category, duplicate purchase of tickets by the Insured or by a third party on behalf of the Insured at the time of reservation;
- Cancellation of the insured event itself or the postponement or change of the date, place, time, scheduling or organization of the event initially booked;
- Accidents or illnesses that have been first diagnosed, treated, relapsed or hospitalization prior to the date of Enrolment in the Contract ;
- Illnesses requiring psychological medical and/or psychotherapy treatments (including nervous breakdowns) except where they result in hospitalization for more than 4 days consecutive ;
- Suicide, attempted suicide ;
- Non-compliance with the health regulations in force put in place by the government for attending shows or entering any type of premises open to the public ;
Vivaticket website not functioning;
- Loss of the insured Tickets ;
- Loss of identity papers ;
- Interruption of public transport as the result of a judicial or administrative decision;
- Tickets controlled by any means by the event organizers at the entrance to the venue;
- Theft of the insured Tickets committed without forcible entry or assault;
- Aesthetic treatments, cures ;
- In vitro fertilisation ;
- Periodic medical examinations for check-ups or observation ;
- Epidemics or pandemics as defined by the Ministry of Health or WHO, pollution, strikes (other than public transport strikes provided for by the Cover), natural catastrophes, riots, civil commotion;
- Wilful or fraudulent misconduct committed by the Insured ;
- Negligence of the Insured ;
- Events which the Insured was aware, when taking out the Policy, were likely to trigger the Cover;
- Criminal proceedings against the Insured ;
- Failure to present, for any reason whatsoever, any of the documents required to collect the insured Ticket or Tickets, except in the case of Theft of the identity papers stipulated in Article 3.1 ;
- Acts of war or civil war and similar events, riots, internal unrest, politically-motivated acts of violence, terrorist attacks or acts, strikes, lock-out and industrial disputes, expropriations or interventions similar to an expropriation, seizures, withdrawals, decrees or various interventions of a higher authority as well as loss or damage arising from natural catastrophes or from nuclear energy;

3. LIMIT OF THE COVERAGE AND DEDUCTIBLE

In the event of non-use of the Ticket as a consequence of one of the guarantees provided by this Insurance, the Company will indemnify the value of the Ticket, up to the maximum limit of the cost of the Ticket itself, as per the Purchase Document submitted when reporting the Claim.

It should be noted that where the Insured fails to provide all necessary documentation for the handling of the Claim, as per Article 16 below, it shall be liable to pay a Deductible equal to 30% of the purchase price of the Insured Ticket, including taxes.

SECTION 4 - GENERAL PROVISIONS GOVERNING THE INSURANCE CONTRACT

4. Contract duration – Exclusion of tacit renewal

The Insurance starts on the date and time shown on the Purchase Document and shall end on the time and date of the Event, as shown on the Ticket being insured. The Contract does not provide for tacit renewal; therefore, it will be deemed to automatically terminate upon its natural expiration

5. Payment of the premium

The Insured may decide to purchase the TicketCare Policy at the same time as purchasing the Ticket and pays the policy premium to the Insurer, through VIVATICKET. Payment of the premium is a necessary condition for the guarantees to become effective.

6. Other insurances

The Insured must notify the Company and/or the Intermediary to whom the Policy is assigned in writing of the existence and subsequent conclusion of other insurances covering the same risk, pursuant to Article 1910 of the Civil Code. In the event of a Claim, the Insured shall give notice to all insurers, **within three days from the day on which the Claim occurred** or the Insured became aware of it, indicating to each the name of the others. If the Insured wilfully fails to give such notices, **the Company shall not be liable to pay the Indemnity.**

In the event of a Claim, the Insured shall give notice to all the insurers and shall be obliged to claim from each of them the Indemnification due according to the respective contract independently considered. If the sum of such Indemnities - excluding from the calculation the Indemnity due from the insolvent insurer exceeds the amount of the Loss, **the Company shall be obliged to pay only its proportional share by reason of the Indemnity calculated according to its own contract, excluding however any joint and several obligation with the other insurers.**

7. Applicable law and reference to statutory regulations

This contract is governed by Italian law. For anything not otherwise regulated herein, the rules of law shall apply.

8. Jurisdiction

For any dispute inherent to the Insurance, the Italian courts shall have jurisdiction and the court of residence or domicile of the Insured or, at the choice of the Insured, that of the place where the contract was concluded, shall have exclusive jurisdiction. Any disputes between the Insurance and the Policyholder shall be the exclusive jurisdiction of the Court of Milan

9. Intentional exaggeration of damage

An Insured Person who maliciously exaggerates the amount of the loss, declares destroyed or lost things that did not exist at the time of the Loss, conceals, subtracts or tamper with saved things, uses lying or fraudulent means or documents as justification, maliciously alters the traces, material clues and residues of the Loss or facilitates the progress of the Loss, loses the right to compensation.

10. Territorial validity

The Insurance applies to Claims that occur worldwide.

11. Complaints

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

AIG Europe S.A. - General Representation for Italy

Complaints Service

Piazza Vetra n. 17 - 20123 Milan - Fax 02 36 90 222

e-mail: servizio.reclami@aig.com

pec: servizio.reclami@aigeurope.postecert.it

It will be the Company's responsibility to inform the complainant of the receipt and acceptance of the complaint, within 10 days of its receipt. The Company will communicate the outcome of the complaint to the complainant as soon as possible, and in any case within a maximum period of 30 days from the date of receipt of the complaint.

- Executive Manager

If the complaint is made in the interest of a consumer (an individual acting for other than professional purposes) and if the complainant is not satisfied with the response received, or has received none, 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 department will forward the complaint to the Executive Manager. Alternatively, it will be possible to write to AIG Europe SA "Service Reclamations Niveau Direction" (Service Complaints Niveau Direction): 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duchy of Luxembourg or by email to: aigeurope.luxcomplaints@aig.com

- IVASS

In the event of an unsatisfactory outcome or late response, In accordance with the provisions of IVASS Regulation No. 24 of May 19, 2008, complaints may be sent directly to the Insurance Supervisory Authority (IVASS) at the addresses below:

Istituto per la vigilanza sulle assicurazioni (IVASS)

Via del Quirinale, 21

00187 Rome

fax 06.42133206, pec: ivass@pec.ivass.it . Info at: www.ivass.it

For the submission of complaints to IVASS, the form on the website of the Supervisory Institute can be used in the section on Complaints, which can also be accessed through the link on the website <https://www.ivass.it/consumatori/reclami/index.html> .

In addition, 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 will involve the FIN-NET System member authority of the member state where the Company has its registered office (Luxembourg), if any.

- Commissariat aux Assurances (CAA).

If the complaint is made in the interest of a consumer (natural person acting for purposes other than professional), the complaint may be addressed to the Commissariat aux Assurances (CAA), the competent authority of the Grand Duchy of Luxembourg, which is competent because AIG

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Europe S.A. has its registered office in that State. An out-of-court dispute resolution procedure will be opened at the latter authority. The CAA may not take over the complaint if it is currently, or has been in the past, 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 unanswered.

The references of the CAA are as follows:

The Commissariat aux Assurances
11 rue Robert Stumper, L-2557 Luxembourg
Grand-Duché de Luxembourg,
Tel.: (+352) 22 69 11 - 1, caa@caa.lu

See the directions on the following Internet page: <http://www.caa.lu/fr/consommateurs/resolution-extrajudiciaire-des-litiges>.

All requests to the CAA should be addressed in Luxembourgish, German, French or English.

12. Subrogation

Except as otherwise provided, once the Claim has been settled, the Insurer shall be subrogated to the rights and actions of the Insured against any third party responsible for the event that caused its intervention, up to the amount of the services performed by it in the execution of the Contract.

13. Right of Reconsideration

The Insured, within 14 (fourteen) days from the time when the contract is concluded may exercise the right of withdrawal without having to indicate the reason, i.e. he/she may request the Insurer that the effects of the contract cease (reconsideration). To exercise the right of withdrawal, the Insured must send a written request to the Insurer through the Intermediary by sending an email to the following email address: bologna01@pec.aon.it

Upon receipt of the withdrawal request, the Insurer will refund the unused portion of the Premium, net of taxes. Pursuant to Article 67-terdecies of Legislative Decree No. 206/2005 (so-called Consumer Code), if the Insured requests that the insurance services under the Policy begin to be provided before the expiration of the cooling-off period, the Insurer will retain the fraction of the Premium related to the period in which the Contract took effect.

SECTION 5 – WHAT TO DO IN THE EVENT OF A CLAIM

14. Obligations of the Insured in the event of a Claim

In the event of a Claim, the Insured must give immediate notice (and in any case within the period of 5 days from the occurrence of the insured event) to the Provider by accessing the Platform and following the instructions therein at the following link: <https://vivaticket.claim.meetch.io/ticketing> .

Failure or delay in reporting a Claim shall result in the forfeiture of the Insured's right to receive the insurance benefits under the individual guarantees pursuant to Article 1915 of the Civil Code, unless the delay is due to a situation of objective and proven impossibility. In any case, the Insured, **before taking any personal initiative, must obtain the permission of the Insurer or the Policyholder.**

15. Insured benefits in the event of a Claim

If the Claim is covered by the Policy and the Insured submits all the documentation referred to in

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Article 156, the Insurer will, within the limits and under the conditions of the Policy, reimburse the Insured for the value of the Ticket, as per the Purchase Document.

Specifically:

1) Reimbursement with documentation: the value of the Ticket, net of any reimbursement by the organizer of the performance, will be fully reimbursed to the Insured by bank transfer within 48 working hours after the date of receipt of all supporting documents, as per Art. 16, within the limit provided by the Insurance.

2) Reimbursement without documentation: a 30% Deductible will be applied to the value of the Ticket, including taxes, in the event that the Insured fails to provide the supporting documents referred to in Article 16.

16. Documentation to be produced in case of Claim

A) In the event of a claim, the Insured must in all cases communicate:

- the Insurance identification number, which can be found in the confirmation email received from VIVATICKET;
- the e-mail address with which the purchase was made;
- IBAN and bank details to facilitate payment;

In case of reimbursement with documentation:

B) In case of Illness or Injury: medical certificate stating the nature and date of illness or injury;

C) In case of Death: death certificate; the certificate should be sent by his heir or legal representative.

D) In case of medical complication related to pregnancy: certificate stating the need to observe a period of rest, including the day of the Event;

E) In case of birth: birth certificate;

F) In case of fire or natural disaster affecting the home: certificate of intervention of the Fire Department, any statements made to the Judicial Authority or any Insurance Company involved.

G) In case of summons before the Criminal Judge: certificate of appearance or summons;

H) In case of theft of documents or theft of tickets: report to the Judicial Authority;

I) In case of traffic accident or sudden malfunction of the car: certification by the competent authorities that a traffic accident has occurred, copy of the request for roadside assistance and certification of inoperable car;

J) In case of a transport strike: proof of residence and official notice from the transport company itself certifying the strike.

It is without prejudice to the possibility that the Insurer may request additional documentation if necessary to assess the merits of the claim.

If, in bad faith, the Policyholder and/or the Insured use inaccurate documents as supporting documents, or make use of fraudulent means, or make inaccurate or incomplete statements, the Insured forfeits its right to indemnity and the Insurer may act to cancel the Contract.

The Insurer reserves the right to appeal to the competent authorities.

Forfeiture: the Policyholder and/or Insured who wilfully fails to fulfill their obligations after the occurrence of a Claim shall forfeit their right to indemnity. If the Policyholder and/or Insured culpably fail to fulfill these obligations, the Insurer shall be entitled to reduce the indemnity to the extent that such failure has caused damage to the Insurer.

17. Fiscal charges

For all guarantees, tax and all other charges established by law related to this Insurance shall be borne by the Insured.

18. International Sanctions

The Company shall not be obliged to provide coverage and indemnify any claim or pay anything under this contract if it, its parent or parent company, in doing so, incurs any sanction, prohibition or restriction provided for by United Nations resolutions or economic or trade sanctions, under the laws or regulations of the European Union, the United Kingdom, the Grand Duchy of Luxembourg or the United States of America.

Pursuant to and in accordance with Articles 1341 and 1342 of the Civil Code, the Insured specifically approves the following provisions of the Policy:

- Article 2. Guarantee exclusions
- Article 3. Limit of the coverage and deductible
- Article 4. Contract duration – Exclusion of tacit renewal
- Article 5. Payment of the premium
- Article 6. Other insurances
- Article 9. Intentional exaggeration of damage
- Article 10. Territorial validity
- Article 14. Obligations of the Insured in the event of Claim
- Article 15. Insured benefits in the event of a Claim
- Article 16. Documentation to be produced in case of Claim
- Article 18. International Sanctions

Insured

Insurer

AIG Europe S.A., Rappresentanza
Generale per l'Italia

The Insured declares that he/she has received, in accordance with the provisions of IVASS Regulation 41/2018, copy of:

- a) DIP Danni (Documento Informativo Precontrattuale Danni);
- b) DIP Aggiuntivo Danni (Documento Informativo Precontrattuale Aggiuntivo Danni);
- c) Conditions of insurance;

Privacy policy.

Insured

PRIVACY POLICY

How we use Personal Data

AIG Europe S.A. - General Representation for Italy is committed to protecting the Privacy of its customers, claim submitters, and all of its business partners.

“**Personal Data**” identifies and relates to you or other individuals (e.g., your partner or other family members). If you provide Personal Data about another individual, you must (unless we agree otherwise) inform him or her of the contents of this Notice and our Privacy Policy and obtain his or her permission (where possible) to share his or her 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 information about health or medical conditions (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 administration, e.g., communications, claims processing and payment
- Making assessments and decisions about the provision and General Conditions of Insurance and the settlement of claims
- Assisting and advising on medical and Travel issues
- Managing our business operations and IT infrastructure
- Prevention, detection and investigation of crimes, e.g., fraud and money laundering
- Establishment and defense of legal claims
- 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
- Marketing, research and market analysis

Sharing of Personal Data - For the above purposes, 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 included in claims records and shared with other insurers. We are required to record all third-party claims related to physical injuries in registries regarding workers' compensation. We may search these 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 transfer of business assets.

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 regime than your country of residence). When we make such transfers, we will take steps to ensure that your Personal Data is adequately protected and transferred in accordance with the requirements of data protection law. For more information about international transfers please see our Privacy Policy (below).

Security of Personal Data - Appropriate technical and physical security measures are used to keep your Personal Data protected and safe. 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 various rights under the Data Protection Act in relation to our use of Personal Data. These rights may only apply in certain circumstances and are subject to certain exemptions. Such rights may include the right of access to Personal Data, the right to rectify inaccurate information, the right to erasure of information or to suspend our use of information. These rights may also include the right to transfer information to another organization, the right to object to our use of your Personal Data, the right to request that certain automated decisions we make involve 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 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. - General Representation for Italy, Piazza Vetra 17, 20123, Milan or by e-mail to: protezionedeidati.it@aig.com.