

Microsoft Complete for Business Plus

Insurance Product Information Document

Company: AmTrust International Underwriters DAC. A company Registered in Ireland (under company registration number 169384) which is regulated by the Central Bank of Ireland. Its registered address is 6-8 College Green, Dublin 2, D02 VP48, Ireland.

Product: Accidental Damage and Breakdown Insurance

This document summarises the key features of Your insurance Policy. It is not tailored to individual needs and so may not provide all the information relevant to Your coverage requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

This policy provides coverage for Replacement of your eligible Microsoft Product against Accidental Damage and Breakdown up to a maximum of two (2) Replacements up to the Original Purchase Price of the Surface Product.



What is insured?

The following may be insured under Microsoft Complete for Business Plus. Details of the coverage applicable can be found on Your Proof of Purchase.

✓ Accidental Damage

Coverage is provided for Replacement of Your eligible Microsoft Product in the event that Accidental Damage occurs up to a maximum of two (2) Replacements up to the Original Purchase Price of the Product.

✓ Breakdown

Coverage is provided for Replacement of your eligible Microsoft product in the event that the Product suffers a Breakdown up to the Original Purchase Price of the Product.

✓ Drive Retention

This policy provides you with the option to retain the solid state drive (SSD) of the product in the event of a Breakdown or Accidental Damage at no additional cost for replacement.

✓ Next Business Day

This policy provides for overnight carrier delivery service of a replacement product in the event of a Breakdown or Accidental Damage, subject to conditions.



What is not insured?

- ✗ Pre-existing damage;
- ✗ Normal wear and tear or gradual deterioration of Product performance;
- ✗ Cosmetic damage including marring, scratching and denting, unless such cosmetic damage results in loss of functionality;
- ✗ Data loss or restoration;
- ✗ Damage caused to the device when removing the SSD.



Are there any restrictions on coverage?

- ! In order to be eligible for coverage, the Product must be purchased from Microsoft or a Retailer.
- ! The drive retention coverage is only available on Microsoft devices in which the SSD is marketed as removable on the technical specifications sheet.
- ! Overnight delivery is subject to availability of our authorised overnight delivery carriers, service request and location of device.
- ! Further exclusions are set out in the Terms and Conditions.



Where am I covered?

✓ Ireland



What are my obligations?

- ! Claims must be notified within fourteen (14) working days of the claim incident occurring.
- ! It is Your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services covered under the Policy. Software and/or data transfer or restoration services are not covered.
- ! You must follow the claims procedure set out in the Policy, including to provide a copy of the Proof of Purchase, to provide the information specified, and to update the Product Software to currently published releases prior to seeking claims service.
- ! You must answer any questions asked by Microsoft about Your claim and the nature of any Breakdown or Accidental Damage truthfully and to the best of Your ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate Your Policy.



When and how do I pay?

Payment is taken in full upon purchase of the Microsoft Complete for Business Product.



When does the coverage start and end?

Coverage for a Breakdown begins upon expiration of the Manufacturer's original parts and/or labour warranty and continues for the remainder of Your Term or until the Limit of Liability is reached, whichever is sooner.

Coverage for damages to Your Product resulting from Accidental Damage begins as shown on Your Proof of Purchase and continues for the Term as shown on Your Proof of Purchase or until the Limit of Liability is reached, whichever is sooner.



How do I cancel the contract?

You may cancel this Policy at any time by informing Us of the cancellation request at the details below:

- Write: Insurance Policy Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland
- Email: msepbus@microsoft.com
- Phone: Phone numbers can be found at <http://support.microsoft.com>

COOLING OFF PERIOD

If Your cancellation request is within forty-five (45) days of the Policy purchase date, You will receive a one-hundred percent (100%) refund of the Policy price paid to You, provided that no claims have been made during that period

AFTER THE COOLING OFF PERIOD

If Your cancellation request is made after forty-five (45) days of the Policy purchase date, You will receive a pro-rata refund of the Policy purchase price paid by You, provided no claims have been made.

“MICROSOFT COMPLETE FOR BUSINESS PLUS”

Commercial Terms & Conditions – Breakdown and Accidental Damage with drive retention and next business day shipping service

Thank **You** for **Your** recent purchase of “Microsoft Complete for Business”. Please keep this important terms and conditions of insurance document along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a claim. The information contained in this **Policy** is intended to serve as a valuable reference guide to help **You** determine and understand WHAT IS COVERED under **Your Policy**. For any questions regarding the information contained in this **Policy**, or coverage in general, please contact the administrator using the details below.

This **Product** meets the demands and needs of those who wish to ensure that their device is protected from **Breakdown** and **Accidental damage**. (where applicable)

DEFINITIONS

Throughout this terms and conditions document, the following bolded out words have the stated meaning –

- **“Accidental Damage”, “AD”, “Accidental Damage Protection”, “ADP”**: physical damage to the **Product** following a sudden and unforeseen accident which affects the functionality of **Your Product** and is not otherwise specifically excluded from this **Policy**.
- **“Breakdown”**: the mechanical and/or electrical failure of the **Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship
- **“Covered Product(s)”, “Product(s)”**: the eligible **Microsoft** device purchased by **You** that are **Covered** under this **Policy** and listed in the “What is Covered” Section.
- **“Deductible”**: the amount **You** are required to pay, per claim, for services covered under this **Policy** (if any).
- **“Indirect Loss”**: a loss or cost incurred by **You** resulting from an insured event but which itself is not specifically covered under this **Policy**, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Insurer”**: this insurance is underwritten by AmTrust International Underwriters DAC, registered in Ireland (company registration number 169384) which is regulated by the Central Bank of Ireland. Its registered address is 6-8 College Green, Dublin 2, D02 VP48, Ireland.
- **“Limit of Liability”**: the **Insurer’s** maximum liability for any one claim and in total during the **Term** of the **Policy**,
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft Ireland Operations Limited located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Website www.microsoft.com who is also the administrator / claims administrator of this **Policy**.
- **“Original Purchase Price”**: the amount paid by **You** for the **Covered Product**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Policy”**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document, **Proof of Purchase**
- **“Pre-Existing Condition”**: damages associated with the **Product** that existed before this **Policy** was purchased.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which this **Policy** was purchased, the **Product** purchased and the **Term** period.
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement. **We** will replace the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality and **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or colour as the previous **Product**.
- **“Retailer”**: the seller that has been authorised by Microsoft and **Us** to sell this **Policy** to **You**.
- **“Summary of Cover”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Coverage Plan Options’, that confirms **Your** coverage under this **Policy**.
- **“Term”**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Proof of Purchase**.
- **“We”, “Us”, “Our”**: the **Insurer**, the **Manufacturer**, administrator or claims administrator.
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** covered by this **Policy**.

TERM – EFFECTIVE DATE OF COVERAGE

1. Coverage for a **Breakdown** begins upon expiration of the **Manufacturer’s** original parts and/or labour warranty and continues for the remainder of **Your Term** or until the **Limit of Liability** is reached, whichever is soon
2. Coverage for damages to **Your Product** resulting from **Accidental Damage** begins as shown on **Your Summary of Cover** and continues for the **Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this **Policy**, the **Product** must be: (a) an eligible Microsoft Surface or Studio device(s); (b) purchased from a **Retailer**; (c) have a minimum twelve (12) month **Manufacturer’s** warranty.

WHAT IS COVERED – GENERAL

During the **Term**, in the event of an insured claim for a **Breakdown**, or **Accidental Damage**, this **Policy** provides for, a **Replacement** for the **Product**. Please refer to the "COVERAGE PLAN OPTIONS" section that is applicable to **Your Policy** for full details..

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

- A. If **We** provide a **Replacement** to **You**:
- ▶ **We** reserve the right to replace a defective **Product** with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model, size, dimension or colour as the previous **Product**.
 - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Policy** shall not provide **You** with any reimbursement for such a price difference.
 - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Policy** shall become **Our** property in their entirety.
 - ▶ In most cases accessories, attachments and/or peripherals will NOT be included or provided in association with a **Replacement**.
- B. COVERAGE DESCRIBED UNDER THIS **POLICY** SHALL NOT REPLACE OR PROVIDE ANY DUPLICATIVE BENEFITS DURING ANY VALID MANUFACTURER'S WARRANTY PERIOD. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall NOT be covered under this **Policy**; regardless of the manufacturer's ability to fulfil its obligations.
- C. COVERAGE UNDER THIS **POLICY** IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO **YOUR POLICY**. Anything NOT specifically expressed herein is NOT covered (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designees).
- D. **YOUR RESPONSIBILITIES**: It is **Your** responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services covered under this **Policy**. Software and/or data transfer or restoration services are NOT covered.

COVERAGE PLAN OPTIONS

*(As indicated on **Your Proof of Purchase** and applicable to **You**)*

If **You** purchased the 'Surface **Policy** including **Accidental Damage**' as indicated on **Your Proof of Purchase**, **Your Policy** includes **Breakdown** Coverage and **Accidental Damage** Coverage for **Your Product**.

BREAKDOWN

You are covered for an unlimited number of **Breakdown** claims during the **Term** of this **Policy** for the **Replacement** cost of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** of the **Insurer**.

ACCIDENTAL DAMAGE

You are covered for a maximum of two (2) claims during the **Policy Term** for the **Replacement** cost of **Your Product** in the event of **Accidental Damage** subject to the **Limit of Liability** of the **Insurer**.

DEDUCTIBLE

Under **Your Policy**, no **Deductible** payment is required.

LIMIT OF LIABILITY

During **Your Policy Term**, the cumulative maximum amount that **We** are obligated to pay shall not exceed the **Original Purchase Price** of **Your Product** shown on **Your Proof of Purchase** ("**Aggregate Limit**"). The **Replacement** limits that accumulate towards this **Aggregate Limit** are calculated as follows:

- **Replacement**: Up to two (2) **Replacements**, provided at **Our** sole discretion. Once this limit is reached, coverage under this **Policy** will end, regardless of any remaining time under the current **Policy Term**.

NOTICE – About **Replacements**: If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **You** must ship **Your** defective **Product** to **Us** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement** product. If **You** do not return the defective **Product** to **Us** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.

DRIVE (SSD) RETENTION

This coverage provides **You** with the option to retain the solid state drive (SSD) of the **Product** in the event of a **Breakdown** or **Accidental Damage**. **Your Replacement Product** will include a new SSD at no additional charge. This coverage is only available on **Microsoft** devices in which the SSD is marketed as removable on the technical specifications sheet on the product page for **Your Product**.

NEXT BUSINESS DAY SHIPPING SERVICE

This coverage provides for overnight carrier delivery service of a replacement determined by **Us** to **Your** location on file as follows:

- a) One (1) Business Day following claim authorisation if claim authorisation occurs prior to 12:00 p.m. Central European Time ("CET"); or
- b) Two (2) Business Days if claim authorisation occurs after 12:00 p.m. CET.

Overnight delivery is subject to availability of **Our** authorised overnight delivery carriers and location of **Product**.

For the purpose of this provision, "Business Day" refers to Monday through Friday, excluding standard public holidays.

WHAT IS NOT COVERED – EXCLUSIONS

THIS POLICY DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (a) **Pre-Existing Conditions** incurred or known to **You**
- (b) Improper packaging and/or transportation by **You** or **Your** representative resulting in damage to the **Product** while it is in transit, including improperly securing the **Product** during transportation.
- (c) Any **Indirect Loss** whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage** event, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Product**; including, but not limited to any non-covered equipment used in association with the **Product**; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by **You** associated with customised installations to fit the **Product** such as third party stands, mounts, and customised alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or colour as the previous **Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Product** or a **Replacement** provided under the provisions of this **Policy**.
- (d) Damage resulting from modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us**.
- (e) Damage resulting from; freezing overheating, rust, corrosion, warping or bending.
- (f) Normal wear and tear or gradual deterioration of **Product** performance.
- (g) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
- (h) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
- (i) Loss, theft, or malicious mischief or disappearance.
- (j) Fortuitous events, including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.
- (k) Damage to the **Product** as a result of failure to follow the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** and **Manufacturer's** specifications or instructions.
- (l) **Product(s)** that are subject to a **Manufacturer's** recall, warranty or rework to repair design or component deficiencies, improper construction, **Manufacturer** error; regardless of the **Manufacturer's** ability to pay for such repairs.
- (m) **Product(s)** that have removed or altered serial numbers.
- (n) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
- (o) Normal periodic or preventive maintenance, adjustment, modification or servicing.
- (p) Accessories and peripherals (such as detachable keyboards), or attachments.
- (q) Cost of components parts not covered by the **Product's** original **Manufacturer's** warranty, or any non-operating / non-power-driven part, including, but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this **Policy**), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.
- (r) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
- (s) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
- (t) Damage caused to **Your Product** when removing the SSD
- (u) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.
- (v) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, or any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.
- (w) Any claim or benefit under this **Policy** to the extent the provision of such cover, payment of such claim or provisions of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

CLAIMS

Important: the submission of a claim does not automatically mean that the Accidental Damage or Breakdown to Your Product is covered under Your Policy. In order for a claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. There is no coverage under this Policy if you make unauthorised repairs.

Have **Your Proof of Purchase** readily available and call **Us** at the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit <https://support.microsoft.com> for online web support. **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a claim service request number and further instructions on how to obtain service for **Your Product**.

Please do not take or return **Your Product** to the **Retailer** or ship **Your Product** anywhere, unless **We** instruct **You** to do so. If **You** are instructed by **Us** to take the **Product** to an authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot centre), please be sure to include all of the following:

- (1) The defective **Product**;
- (2) A copy of **Your Proof of Purchase**;
- (3) A brief written description of the problem **You** are experiencing with the **Product**; and
- (4) A prominent notation of **Your** claim service request number that **We** gave to **You**.

NOTE: If **We** require **You** to mail the **Product** elsewhere, **We** will provide **You** with specific instructions on how to mail the **Product**. For mail-in service, **We** will pay for shipping to and from **Your** location if **You** follow all instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any freight charges or damages due to improper packaging by **You** or **Your** authorised representative.

Coverage is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot centre which has been authorised by **Us**. If **Your Term** expires during the time of an approved claim, the claim will be handled in accordance with the terms and conditions of this **Policy**.

FRAUD

1) If **You** make a fraudulent claim under this **Policy**, **We**:

- a) are not liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

2) if **We** exercise **Our** right under (1)(c) above:

- a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

RENEWABILITY

This **Policy** does not renew and will expire at the end of **Your Term**.

TRANSFERABILITY

Coverage under this **Policy** cannot be transferred by **You** to any other party or **Product**.

CANCELLATION

YOUR RIGHT TO CANCEL

You may cancel this **Policy** at any time by informing **Us** of the cancellation request at the details below.

You may write to **Us** at: Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, or phone **Us**, on the number found at <http://support.microsoft.com>, or email msepbus@microsoft.com.

COOLING OFF PERIOD

If **Your** cancellation request is within forty-five (45) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase price paid by **You**, provided that no claims have been made during that period.

AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after forty-five (45) days of the **Policy** purchase date, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You**, provided no claims have been made.

OUR RIGHT TO CANCEL

If **We** cancel this **Policy**, **We** will provide written notice to **You** at least 30 days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Policy**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

We may only cancel this **Policy** for the following reasons:

- (a) non-payment of the **Policy** purchase price/fee by **You**,
- (b) deliberate misrepresentation by **You**, or
- (c) substantial breach of duties under this **Policy** by **You** in relation to the **Product** or its use.

COMPLAINTS PROCEDURE

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please notify one of **Our** telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: msepbus@microsoft.com.

We will acknowledge each complaint within three (3) business days unless it has been resolved to **Your** satisfaction. The complaint will be investigated fully and **You** will be provided with an update on the progress of the complaint at intervals of no more than fifteen (15) days. A full written response will be issued within five (5) business days of completing the investigation.

If **We** do not resolve the complaint within thirty (30) days, **We** will update **You** on the time frame **We** expect to have the investigation complete.

If after forty (40) business days **You** have not received an answer or **You** are unsatisfied with the answer **You** have received, **You** have the right to contact the Financial Services and Pensions Ombudsman who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than EURO 3 million.

Further information can be found at: <https://www.fspo.ie/>

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

Telephone: 00 353 1 567 7000

Email: info@fspo.ie

The procedure will not prejudice **Your** right to take legal proceedings. However, please note that there are some instances where the ombudsman cannot consider complaints.

PRIVACY AND DATA PROTECTION

DATA PROTECTION

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controllers are **Microsoft** and the **Insurer**. Below is a summary of the main ways in which the **Insurer** processes **Your** personal data, for more information please visit the **Insurers** website at www.amtrusteuropa.com. For information on how **Microsoft** processes **Your** personal data please visit Microsoft.com/privacy.

HOW THE INSURER USES YOUR PERSONAL DATA AND WHO THE INSURER SHARES IT WITH

The **Insurer** will process the personal data, being any information relating to an identified or identifiable natural person, it holds about **You** in the following ways:

- o For the purposes of providing insurance, handling claims and any other related purposes. This may include underwriting decisions made via automated means, this is for the performance of the insurance contract between the **Insurer** and **You**.
- o For offering renewal, research or statistical purposes, this is for the **Insurer's** legitimate interests: for it to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of the EU.
- o To provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- o To notify **You** about changes to **Our** service, this is for the **Insurer's** legal and regulatory obligations.
- o To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet the **Insurer's** legal and regulatory obligations based on a jurisdiction with the EU.

DISCLOSURE OF YOUR PERSONAL DATA

The **Insurer** may disclose **Your** personal data to third parties involved in providing products or services to the **Insurer**, or to service providers who perform services on its behalf. These include **Microsoft**, group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

The **Insurer** may also disclose **Your** personal information:

- a) In the event that it sells or buys any business or assets, in which case it may disclose **Your** personal data to the prospective seller or buyer of such business or assets.
- b) If any AmTrust company or a substantial portion of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- c) To protect the rights, property, or safety of AmTrust, its customers, employees or others.

INTERNATIONAL TRANSFERS OF DATA

The **Insurer** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where the **Insurer** transfers **Your** personal data outside of the EEA, the **Insurer** will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. The **Insurer** only transfers data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, the **Insurer** uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

YOUR RIGHTS

You have the right to:

- a) Object to the processing of **Your** personal data for direct marketing purposes at any time;
- b) Object to the processing of **Your** personal data where processing is based on the **Insurer's** legitimate interests;

- c) Access and obtain a copy of the personal data in the **Insurer's** control and information about how and on what basis this personal data is processed;
- d) Request erasure of **Your** personal data;
- e) Ask to update or correct any inadequate, incomplete or inaccurate data.
- f) Restrict the processing of **Your** data.
- g) Ask the **Insurer** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on **Your** consent or on the performance of a contract with **You** and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw **Your** consent at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.

RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with the **Insurers** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or business relationship with **You**, unless the **Insurer** is required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the **Insurers** use of **Your** personal data, please contact **The Insurer's Data Protection Officer, AmTrust International Underwriters DAC** - please see website www.amtrustinternationalunderwriters.ie for full address details.

GENERAL PROVISIONS

LAW

The Parties to this **Policy** are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be subject to the laws of Ireland.

SUBCONTRACT

We may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.

WAIVER AND SEVERABILITY

The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

NOTICES

You expressly consent to be contacted, for the purposes of managing **Your Policy**, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Policy** will be in writing and may be sent by any reasonable means, including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email or fax number that **You** provided to **Us**, or three (3) days after mailing to the street address **You** provided.

ENTIRE AGREEMENT

This **Policy**; including the terms, conditions, limitations, exceptions and exclusions, and **Your Proof of Purchase**, constitute the entire agreement between **Us** and **You** and no representation, promise or condition not contained herein shall modify these items, except as required by law.

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