Microsoft Accidental Damage Protection

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 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 cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

This Policy provides cover for Repair or Replacement of Your eligible Microsoft Product against Accidental Damage during the Term as shown in your Proof of Purchase, or up to a maximum of two (2) Claims. Please note that the maximum amount We pay will not exceed the Original Purchase Price of the Product.

What is insured?

- ✓ Accidental Damage to your Microsoft Product
- ✓ Cover is provided for Repair or Replacement of Your eligible Microsoft Product in the event that Accidental Damage occurs up to the Term as shown in Your Proof of Purchase, or up to a maximum of two (2) Claims.

What is not insured?

- ✖ Pre-existing mechanical defects and /or 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;
- ✖ Any Claim for the restoration of software or data, or for retrieving data from Your Product.
- ✖ Damage to or malfunction of Your Product caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.

Are there any restrictions on cover?

- ! In order to be eligible for cover, the Product must be purchased from Microsoft or an approved Retailer.
- ! 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 providing a copy of the Proof of Purchase, the information specified, and to update the Product software aligned with the currently published releases prior to making a claim.
! You must make fair presentation of the risk before cover starts and when you renew or make amendments to the cover.

When and how do I pay?

Payment is taken in full upon purchase of the Microsoft Accidental Damage Protection.

When does the cover start and end?

Cover for Accidental Damage starts on the date of purchase and continues for the Term stated on the 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: msespbus@microsoft.com
- Phone: Phone numbers can be found at http://support.microsoft.com/gp/customer-service-phone-numbers

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, 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, providing the Limit of Liability has not been reached, You will receive a pro-rata refund of the Policy purchase price paid, provided that no Claims have been made during that period.

Commercial Terms & Conditions – Accidental Damage

Thank **You** for **Your** recent purchase of "Microsoft Accidental Damage Protection". This document, together with **Your Policy Details** and **Proof of Purchase**, form **Your** insurance policy (the '**Policy**'). Please keep this document and 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 **Your** cover in general, please contact **Microsoft at** https://support.microsoft.com.

This insurance is underwritten 100% by AmTrust International Underwriters DAC **("Insurer"),** 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**.**

This product meets the demands and needs of those who wish to ensure that their device is protected from **Accidental Damage**.

DEFINITIONS

Throughout this terms and conditions document, bolded words which start with a capital letter have the following stated meaning –

- **"Accidental Damage":** 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**.

- **"Administrator":** Microsoft Ireland Operations Limited located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Website www.microsoft.com.

- **"Claim":** a request for **Repair** or **Replacement** in accordance with this **Policy** made by **You**.

- **"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.** Examples include a loss of earnings or profit, loss of use or of data, or other additional costs.

- **"Limit of Liability":** **Our** maximum liability to **You** for any one **Claim** and in total during the **Term** of the **Policy** as detailed in the 'Cover Plan Options' section.

- **"Manufacturer", "Microsoft"** the original equipment **manufacturer** of the **Product** whose address is One Microsoft Place, South County Business Park, Leopardstown, Dublin 18 D18 P521.

- **"Original Purchase Price":** the amount paid by **You** for the covered **Product**(s); excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.

- **"Policy":** The contract between **You** and **Us**, which is made up of this document, the **Proof of Purchase** and **Your Policy Details**.

- **"Policy Details"**: the first page of **Your** online **Microsoft** account and/or the email confirmation sent by **Microsoft**, that confirms **Your** cover under

this **Policy**.

- "**Pre-Existing Condition**": damages or defects associated with the **Product** that existed before this **Policy** was purchased.

- **"Product(s)":** the eligible **Microsoft** device purchased by **You** that is covered under this **Policy** and listed in the "Product Eligibility" section.

- **"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.**

- **"Repair(s)":** the actions the **Administrator** takes to mend, remedy, or restore **Your Product** to a sound functioning state following an **Accidental Damage Claim**. *Parts used to Repair the Product may be new, used or refurbished that perform to the factory specifications of the original Product*.

- **"Replace" or "Replacement(s)":** an item supplied to **You** through the **Administrator's** arrangement. The **Administrator** will replace the defective **Product**, at their sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality. **Microsoft** 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**.

- **"Term":** the duration of the **Policy** (e.g., 2 or 3 years) in which the provisions of this **Policy** are valid as stated on **Your Policy Details** and/ or **Proof of Purchase.**

- **"We", "Us", "Our":** the insurer, AmTrust International Underwriters DAC.

- **"You"**, **"Your":** the purchaser/owner of the **Product(s)** covered by this **Policy.**

EFFECTIVE DATE OF COVER AND TERM

Cover for damage to **Your Product** resulting from **Accidental Damage** begins on the purchase date as shown on **Your Proof of Purchase.** Cover will continue for the remainder of **Your Term**, or until the **Limit of Liability** has been reached, whichever is sooner.

PRODUCT ELIGIBILITY

In order to be covered under this **Policy**, the **Product** must: (a) be an eligible Microsoft Surface or Studio device (described under the "What is Covered-General" section below); (b) be purchased from **Microsoft** or an authorised **Retailer**; and (c) have a minimum twelve (12) month **Manufacturer's** warranty**.**

WHAT IS COVERED – GENERAL

During the **Term**, in the event of a **Claim** for **Accidental Damage**, this **Policy** provides for: (i) the labour and/or parts necessary to **Repair** the **Product**; OR (ii) at **Microsoft's** sole discretion, a **Replacement** for the **Product** in lieu of such **Repair**. Please refer to the "Cover Plan Options" section that is applicable to **Your Policy** for full details.

IMPORTANT NOTICES REGARDING COVER UNDER THIS POLICY

A. If the **Administrator** provides a **Replacement** to **You**:
    ▶ The **Administrator** reserves 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.
    ▶ All **Product** parts, components or entire units **Replaced** under the provisions of this **Policy** shall become **Microsoft's** property.
    ▶ In most cases accessories, attachments and/or peripherals will NOT be included or provided in association with a **Replacement**.

B. Cover described under this **Policy** shall not replace or provide any benefits already available under any valid **Manufacturer**'s warranty during any period of Manufacturer's warranty, 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. Cover under this **Policy** is limited to what is specifically described in this document, as applicable to **Your Policy**. Anything not specifically expressed in the **Policy** is not covered (including for example, 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 claims fulfilment under this **Policy**. Software and/or data transfer or restoration services are NOT covered.

E. **Your** Duty of Disclosure
    You have a duty to make fair presentation of the risk to **Us** before this **Policy** starts, when **You** make any amendment(s) to cover. This means **You** must:
    ▶ disclose all material facts of which **You** know or ought to know.
    ▶ make the disclosure in a reasonably clear and accessible way.
    ▶ make sure that every material representation of fact is substantially correct and made in good faith.

COVER PLAN OPTIONS
(As indicated on Your Proof of Purchase and applicable to You)

If **You** purchased the 'Microsoft Accidental Damage Protection' as indicated on **Your Proof of Purchase**, **Your Policy** includes only **Accidental Damage** cover for **Your Product.**

ACCIDENTAL DAMAGE

You are covered for a maximum of two (2) **Claims** during the **Term** for the **Repair** or **Replacement** of **Your Product** in the event of **Accidental Damage** subject to the **Limit of Liability.**

DEDUCTIBLE

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

LIMIT OF LIABILITY

During the **Policy Term**, the total **Limit of Liability** on **Your Product** is two (2) **Claims** for the duration of the **Policy** as listed on **Your Proof Of Purchase.** The total maximum amount will not exceed the **Original Purchase Price** shown on **Your Proof of Purchase.**

NOTICE – About **Replacements**: If **Microsoft** choose to **Replace Your Product**, **Microsoft** may provide an advanced exchange service. When **Microsoft** provide an advanced exchange service, the **Replacement** product may be delivered to **You** in advance of their receipt of **Your** defective **Product**. **You** must ship **Your** defective **Product** to **Microsoft** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement** product. If **You** do not return the defective **Product** to **Microsoft** 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.

(a) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.

(b) Damage to or malfunction of **Your Product** caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.

(c) Loss, theft, or malicious damage or disappearance.

(d) Failure to perform the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.

(e) Normal wear and tear, or gradual deterioration of **Product** performance.

(f) **Product(s)** that have removed or altered serial numbers.

(g) Modifications, adjustments, alterations, manipulation, or repairs made by anyone other than a service technician authorised by **Microsoft**.

(h) Failing to secure or correctly package the **Product** during transportation resulting in damage to the **Product** while it is in transit.

(i) Cosmetic damage to **Your Product**, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.

(j) Damage from freezing, overheating, rust, corrosion, warping or bending. Any **Indirect Loss** including, for example,: (i) property damage, lost time, lost data or lost income resulting from a defined **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, for example, 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**.

(k) **We** and **Microsoft** shall not assume any liability or damage to property arising out of the operation, maintenance or use of the **Product** or a **Replacement** provided under the provisions of this **Policy**.

(l) Events which happen by chance, including, for example: 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, governmental act, or internet or other telecommunications malfunction.

(m) **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.

(n) Normal periodic or preventive maintenance, adjustment, modification, or servicing.

(o) Cost of component parts not covered by the **Product's** original **Manufacturer's** warranty, or any non-operating / non-power-driven part, including, for example: 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.

(p) **Pre-Existing Conditions** incurred or known to **You**.

(q) Any **Claim** where **Proof of Purchase** had not been provided except where **We** and **Microsoft** agree to transfer the benefit of the **Policy**.

(r) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.

(s) 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, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

(t) 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 United Kingdom, United States of America or the European Union

CLAIMS

Important: the submission of a Claim does not automatically mean that the Accidental Damage to Your Product is covered under Your Policy. In order for a Claim to be considered, You will need to first contact Microsoft for initial diagnosis of the problem with Your Product. There is no cover under this Policy for any damage caused to this Product if You make an unauthorised repair.

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event, within fourteen (14) working days of the **Claim** incident occurring. Failure to observe these procedures may invalidate **Your Claim.**

Have **Your Proof of Purchase** readily available and call **Microsoft** at the number found at http://support.microsoft.com/gp/customer-service-phone-numbers or visit https://support.microsoft.com for online web support. Their 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 they 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 **Microsof**t instructs **You** to do so. If **You** are instructed by them 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) Please include the **Claim** service request number that **Microsoft** gave to **You.**

NOTE: If **Microsoft** requires **You** to mail the **Product** elsewhere, they will provide **You** with specific instructions on how to mail the **Product**. For mail-in service, they 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 **Microsoft are** not liable for any freight charges or damages due to improper packaging by **You** or **Your** authorised representative.

Cover is only provided for eligible services that are conducted by a servicer, **Retailer,** or depot centre which has been authorised by **Us** and **Microsoft**. 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**;
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 **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**);
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

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

CANCELLATION

YOUR RIGHT TO CANCEL

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

You may write to the **Administrator** at: Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, phone **Microsoft** on the phone the number found at: http://support.microsoft.com/gp/customer-service-phone-numbers or email msespbus@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 **Claim** has been made.

AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after forty-five (45) days of the **Policy** purchase date, providing the **Limit of Liability** has not been met, **You** will receive a pro-rata refund of the **Policy** purchase price paid, provided that no **Claim** has been made.

OUR RIGHT TO CANCEL

If **We** cancel this **Policy**, **Microsoft** (as the **Administrator**) will provide written notice to **You** at least thirty (*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 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 **Us** via **Microsoft** at the telephone number found at http://support.microsoft.com/gp/customer-service-phone-numbers or via email: msespbus@microsoft.com .

Microsoft will reply within five (5) working days from when they receive **Your** complaint. If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), **Microsoft** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint when **You** can expect a full reply and from whom no later than twenty (20) working days. In most cases **Your** complaint will be resolved within forty (40) working days. If it will take longer than forty (40) working days ,**Microsoft** will explain the current position and let **You** know when **You** can expect a response.

If after eight (8) weeks **You** have not received an answer **OR** after five (5) working days following the completion of the investigation **You** are unsatisfied with the answer **You** have received, **You** may have the right to contact the Financial Services 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 €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: 1890 88 20 90 or from overseas +353 1 567 7000

Email: info@fspo.ie

This complaints procedure does not affect **Your** legal rights.

PRIVACY AND DATA PROTECTION

Data Protection

We and **Microsoft** (as the **Administrator**) 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 **Us.** For information on how **Microsoft** processes **Your** personal data please visit https://privacy.microsoft.com Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at https://www.amtrustinternational.com/about-us/underwriting/.

How We use Your Personal Data and who We share it with

We will process the personal data, being any information relating to an identified or identifiable natural person **We** hold about **You** in the following ways:
- For the purposes of providing insurance, handling **Claim**s and any other related purposes. This may include underwriting decisions made via automated means, this is for the performance of the insurance contract between **You** and **Us**.
- For offering renewal, research, or statistical purposes, this is for **Our** legitimate interests: for **Us** 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.
- 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.
- To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet **Our** legal and regulatory obligations based on a jurisdiction within the EU.

Sensitive Personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

Disclosure of Your Personal Data

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

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. **We** only transfer data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, **We** use 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 **Our** legitimate interests;
c) Access and obtain a copy of the personal data in **Our** 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 **Us** 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 **Our** 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 **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details (https://www.amtrustinternational.com/about-us/underwriting/) or alternatively email the Data Protection officer at dpo.dublin@amtrustgroup.com.

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 and **Microsoft** 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.

SEVERABILITY

If any part of this contract is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

NOTICES

We and/ or the **Administrator** will contact **You** for the purposes of managing **Your Policy**, at any telephone number, or physical or electronic address **You** provide to **Us**. All notices or requests relating to this **Policy** will be in writing and may be sent by any reasonable means, including by mail, email, text message or recognized commercial overnight courier.

ENTIRE AGREEMENT

This **Policy**: including the **Policy Details**, 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 within this **Policy** shall modify these items, except as required by law.

Microsoft, Surface, and Xbox are trademarks of the **Microsoft** group of companies.