

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT in consideration of the Premium, the **Insurer** is hereby bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate of Insurance.

1. THE INSURANCE

Breakdown Cover.

You are covered for an unlimited number of replacements during the **Period of Insurance** for the repair or replacement cost of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** of the **Insurer**.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this Certificate of Insurance.

Breakdown

The actual breaking or burning out of any part of **Your Product** while being used within the manufacturer's guidelines and arising from internal electronic, electrical or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate repair before it can resume normal operation.

Consequential Loss

A loss or cost incurred by **You** resulting from an insured incident but which itself is not specifically covered under this Certificate of Insurance, including a loss of earnings or profit or additional costs.

Insurer/Insurer's

This Certificate of Insurance is underwritten 100% by AmTrust Europe Limited. AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG United Kingdom., is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. AmTrust Europe Limited is also licenced by the Central Bank of Ireland for conduct of business in the Republic of Ireland on a Freedom of Services basis.

These details can be checked on the United Kingdom Financial Services Register by visiting: www.fca.org.uk, or the Central Bank of Ireland register: <http://registers.centralbank.ie/>.

Limit of Liability

The **Insurer's** maximum liability for any one claim shall not exceed the original purchase price of **Your Product** (Up to €1,500 inclusive of Value Added Tax (VAT)). If **Your Product** has been approved for replacement and should **Your** original **Product** no longer be available, the **Insurer** will replace it with a new or refurbished model to the nearest functional equivalent of **Your** original model.

Microsoft/Microsoft's

Microsoft Corporation, ATTN: Surface Extended Service Plan Business, One Microsoft Way, Redmond, WA 98052-9953 which has been appointed to administer **Your** Certificate of Insurance on behalf of the **Insurer**.

Period of Insurance

Cover under this Certificate of Insurance starts at the time of purchase and continues for the period as confirmed on **Your** Insurance Schedule, subject to receipt of **Your** premium as evidenced by **Your Proof of Purchase**.

Product

The electronic device referenced in **Your** Insurance Schedule issued by **Microsoft** as evidenced by the relevant **Proof of Purchase**.

Proof of Purchase

The original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under manufacturer's warranty documentation that provides proof that **You** own the **Product**.

Reasonable Precautions

All measures that would be reasonably expected of **You** to take to prevent or mitigate **Breakdown** of **Your Product**.

Territorial Limits

The Republic of Ireland in which **You** must be a permanent resident.

You/Your

The person or organisation, who has purchased this Certificate of Insurance as described in the Insurance Schedule.

3. SPECIFIC BREAKDOWN EXCLUSIONS

1. **Breakdown** of any additional equipment or accessories for **Your Product** e.g. detachable keyboards
2. Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
3. Any **Breakdown**:

- a. That occurs during the manufacturer's warranty period;
 - b. Caused by placing or using **Your Product** in a location or environment that is not in accordance with the manufacturer's instructions.
4. Any claim arising from abuse, misuse or neglect.
 5. Wear and tear or gradual deterioration of **Product** performance.
 6. Cosmetic damage however caused to **Your Product** including marring, scratching and denting unless such cosmetic damage results in a loss of functionality.
 7. Faulty or defective design, materials or workmanship or latent defect where the manufacturer has recognised the fault.
 8. Routine maintenance, adjustment, modification or servicing.
 9. Where the **Product** is subject to a recall by the manufacturer.
 10. Any cost arising as a result of the failure of any item that is intended to be a consumable item.

4. GENERAL EXCLUSIONS

1. Where **Proof of Purchase** has not been provided except where the **Insurer** agrees to transfer the benefit of the Insurance to Replacement Equipment in accordance with GENERAL CONDITIONS 5
2. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Product** including electrical or mechanical **Breakdown**.
3. Not complying with the Claims Procedure in CLAIMS PROCEDURE 7 of this Certificate of Insurance.
4. Any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Any **Consequential Loss** whatsoever.
8. The VAT element of any claim if **You** are registered for VAT.
9. Any claim arising from outside the **Territorial Limits**.

5. GENERAL CONDITIONS

Replacement Equipment

Should **Your Product** be replaced with a new **Product** by **Microsoft**, the **Insurer** will reasonably consider transferring the benefit of this Certificate of Insurance but **You** must advise **Microsoft** of the make and model of **Your new Product**. An official record showing details of **Your new Product** must support this. The benefit will be transferred from the date confirmed by **Microsoft**. Should a transfer of this Certificate of Insurance to **Your new Product** not be agreed, then this Certificate of Insurance will be cancelled in accordance with CANCELLATION 6 below and no cover will apply in respect of **Your new Product**.

Reasonable Precautions

You must take all **Reasonable Precautions** at all times.

Law

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

6. CANCELLATION

a. Your Cancellation Rights

You have the right to cancel this Certificate of Insurance within a period which begins fourteen (14) days from the commencement of cover or the receipt of policy documentation, whichever is the later (this period is referred to as the "cooling off period").

You should exercise this right by providing **Microsoft** with written notice at the address in Section 2 or notice to one of **Microsoft's** telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

If **You** exercise **Your** right to cancel during the "cooling off period", **You** will be entitled to a full return of premium. The amount of premium to be refunded under this condition will be reduced by the value of any claim paid by the **Insurer**.

If the "cooling off period" has expired, **You** may cancel this Certificate of Insurance during the **Period of Insurance** by giving fourteen (14) days' notice in writing to **Microsoft** at the address contained in this Certificate of Insurance. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance**, **You** will be entitled to a proportionate return of the premium paid.

b. Our Cancellation Rights

The **Insurer** may cancel this Certificate of Insurance by giving **You** fourteen (14) days notice in writing sent to **Your** last known address. **You** will be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced the value of any claim paid by the **Insurer**.

7. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within 48 hours of the claim incident occurring. Failure to observe these procedures may invalidate **Your** claim.

When **You** make a claim **Microsoft** will ask **You** questions about **Your** claim and the nature of the **Breakdown**. **You** must answer these questions truthfully and to the best of your ability and take reasonable care not to make any mis-representation as failing to provide accurate information may invalidate **Your** Certificate of Insurance.

Fraud

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this Certificate of Insurance, **You** will forfeit all benefits under this Certificate of Insurance and **Your** insurance cover will immediately end. **The Insurer** and/or **Microsoft**, may inform the police and/or any other law enforcement agency about the circumstances of such a claim. **The Insurer** reserves the right to instruct an investigation into **Your** claim and reserves the right to recover from **You** the cost of any investigation into a fraudulent claim under this Certificate of Insurance.

You must keep all parts of **Your Product** and return it for inspection in accordance with **Microsoft's** instructions. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Microsoft will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of **Your Product** as appropriate and instruct **You** on what to do next.

- a. Before requesting **Product** Service or Technical Support, please use the troubleshooting tips at www.surface.com/support.
- b. If the troubleshooting tips do not resolve **Your** problem, then follow the online process to request **Product** Service or Technical Support at www.surface.com/support.
- c. Back up **Your** Hard Drive and Delete Confidential Information. Before agreeing for **Your Product** to be collected by **Microsoft**, be sure to:
 - i. BACK UP **YOUR HARD DISK DRIVE** AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS **YOU** WANT TO SAVE. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR DATA** OR PROGRAMS AND MAY ERASE THEM.
 - ii. DELETE ANYTHING **YOU** CONSIDER CONFIDENTIAL. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR PRIVACY** IF **YOU** LEAVE CONFIDENTIAL INFORMATION ON **YOUR DEVICE**.For more information, please see: www.surface.com/support.
- d. All service under this Certificate of Insurance is subject to **Microsoft's** prior approval on behalf of the **Insurer**.
- e. Be sure to keep a copy of **Your Proof of Purchase** for **Your Product**. **Proof of Purchase** may be required if there is any question as to **Your Product's** eligibility for coverage under this Certificate of Insurance
- f. Do not include any accessories, games or other property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.
 - i. IMPORTANT: DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS INSURANCE, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER MAY PERFORM SERVICE ON THE **PRODUCT**.

Microsoft's Responsibility

- a. After **You** return **Your Product**, **Microsoft** will inspect it.
- b. If **Microsoft** determines that **Your Product** malfunctioned as described in THE INSURANCE 1, then **Microsoft** will (at **Microsoft's** sole option) replace it on behalf of the **Insurer**. When **Microsoft** replaces **Your Product**, **Your** original **Product** becomes the **Insurer's** property and the replacement **Product** is **Your** property, with coverage for that **Product** continuing for the remaining **Period of Insurance**.
- c. If **Your Product** malfunctions after the **Period of Insurance** expires, there is no coverage of any kind under this Certificate of Insurance. After the **Period of Insurance** expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

Your Responsibilities.

To receive service or support under this Certificate of Insurance, **You** agree to comply with the following:

- a. Provide **Microsoft** with the serial number of **Your Product**.
- b. Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- c. Respond to requests for information, including but not limited to **Your Product's** serial number, model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- d. **You** will update the **Product** Software to currently published releases prior to seeking service.
- e. Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to repair or replacement and packing **Your Product** in accordance with shipping instructions.

8. DATA PROTECTION & PRIVACY STATEMENTS

Data Transfer Consent

By purchasing this Certificate of Insurance with the **Insurer**, **You** have consented to the use of **Your** data as described below.

Data Protection Policy

The **Insurer** and **Microsoft** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this Certificate of Insurance will be regarded as **Your** acknowledgement that **You** have read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information the **Insurer** or **Microsoft** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). The **Insurer** and **Microsoft** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** Certificate of Insurance.

How we use and protect your information and who we share it with

The **Insurer** and **Microsoft** will use **Your** information to manage **Your** Certificate of Insurance, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details that the **Insurer** and **Microsoft** hold about **You** and **Your** transactions and includes information obtained from third parties. The **Insurer** and **Microsoft** may use and share **Your** information with other members of the AmTrust group companies (the Group). The **Insurer** and **Microsoft** will provide an adequate level of protection to **Your** data.

The **Insurer** and **Microsoft** do not disclose **Your** information to anyone outside the Group except:

- Where **You** have given **Your** permission
- Where the **Insurer** and **Microsoft** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to the **Insurer**, **Microsoft** or **You**
- Where the **Insurer** or **Microsoft** transfer rights and obligations under this Certificate of Insurance.

The **Insurer** and **Microsoft** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom they pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information the **Insurer** and **Microsoft** hold about **You**. If **You** believe that any of the information the **Insurer** or **Microsoft** is holding is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information **You** may be asked to pay a small fee.

Marketing

The **Insurer** and **Microsoft** will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.

You have expressly granted **Your** permission for information relating to **You** and **Your** product to be held and processed by related companies in the United States of America.

9. 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 contact **Microsoft** at the address in Section 2 or notice to one of **Microsoft's** telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

Microsoft will reply within 5 working days from when it receives **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. In most cases **Your** complaint will be resolved within four weeks.

If it will take **Microsoft** longer than four weeks **Microsoft** will tell **You** when **You** can expect an answer. If **Microsoft** has not given **You** an answer in eight weeks or **You** are not satisfied with the response **You** may be eligible to contact the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR United Kingdom. By telephone on +44 20 7964 0500 or by Email complaint.info@financial-ombudsman.org.uk

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

10. FINANCIAL SERVICES COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** is unable to meet its financial obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. For non-compulsory insurance, 90% of **Your** claim is covered without any upper limit. Further information about compensation scheme arrangements is available at www.fscs.org.uk, or by telephone on +44 207 892 7300.