

## MICROSOFT INSURANCE POLICY SUMMARY

### THIS IS IMPORTANT INFORMATION YOU SHOULD READ

This Policy Summary does not contain the full Terms and Conditions of the Insurance – these can be found in the Certificate of Insurance

This Insurance Cover is underwritten by AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number **01229676**), is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

#### Types of Insurance & Cover

Cover applies to one product as specified on the schedule against Breakdown only as defined in the Certificate of Insurance.

#### Significant Features & Benefits

Cover is against the above risks whilst being used in the United Kingdom in which you must be a permanent resident. Cover applies to You as the person or organisation who purchased the Product.

#### Significant and Unusual Exclusions or Limitations

Like all insurances, there are some things this insurance does not cover. Importantly these include:

#### DEFINITIONS (page 2)

- The maximum liability for any claim cannot exceed replacement value of the Product (Up to £1,500 inclusive of VAT) and in any case shall not exceed the maximum liability of £3,000 inclusive of VAT during the policy period commencing from the purchase date of the Insurance.

#### SPECIFIC ACCIDENTAL DAMAGE AND BREAKDOWN EXCLUSIONS (page 3)

- Any Breakdown of Accessories for your Product .
- Any breakdown or malfunction of the Product caused by or related in any way to software virus or any other software malfunction , or due to abuse, wear and tear, gradual deterioration, or cosmetic damage to the Product

#### GENERAL EXCLUSIONS (page 3)

- Inappropriate use or breakdown which occurs during the manufacturer's warranty period or breakdown caused by placing or using the product in a location or environment that is not in accordance with the manufacturer's instructions.
- Any other costs that are caused by the incident unless specifically stated in the Certificate.

#### Significant and Unusual Exclusions or Limitations Continued

#### GENERAL CONDITIONS (page 3)

- You are required to take all reasonable precautions to protect the Product against Breakdown.

#### Duration of Insurance & Right to Cancel

This insurance starts at the time of purchase and continues for the period as confirmed on Your Insurance Schedule. The premium including any Insurance Premium Tax will be as confirmed at the time of purchase and will be collected by Microsoft. You may cancel Your insurance at any time giving 14 days written or verbal notification to Microsoft (please refer to the Cancellation details under General Conditions of your Certificate of Insurance for full details). You will be entitled to a proportionate return of premium provided you have not made a claim.

#### Your Statutory Right of Cancellation

You have a right to cancel this Insurance by giving written notice of cancellation within 14 days of the receipt of Confirmation of Insurance Cover to the Broker. If You do not exercise this right to cancel then Your rights and those of the Insurer to cancel this Insurance cover are set out above.

#### Claims Notification

If You need to make a claim please follow the online process to request **Product** Service or Technical Support at [www.surface.com/support](http://www.surface.com/support) or by writing to Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland. Please refer to the Claims Procedure, which You will find in Your Certificate of Insurance.

#### Complaints

If You wish to complain to the Insurer, or about the service You receive, You should, in the first instance, telephone Microsoft's telephone representatives at the telephone number found at [www.surface.com/support](http://www.surface.com/support) or via email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com) or by writing to Microsoft Ireland Operations Limited, ATTN: Surface Extended Service Plan Business, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland. If You are still not happy You can contact the Financial Ombudsman Service by writing to Exchange Tower, Harbour Exchange Square, Docklands, London E14 9SR or telephoning 0800 0234567. This procedure is in addition to any other legal rights You may have to take legal proceedings.

#### Financial Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if the Insurer cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on 0800 6781100 or on the internet at [www.fscs.org.uk](http://www.fscs.org.uk).

## 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, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676), is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

#### **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 Ireland Operations Limited, ATTN: Surface Extended Service Plan Business, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland 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 United Kingdom 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 England and Wales.

## 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](http://www.surface.com/support) or via email: [msepbus@microsoft.com](mailto: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 **You** 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](http://www.surface.com/support).

- b. If the troubleshooting tips do not resolve **Your** problem, then either follow the online process to request **Product** Service or Technical Support at [www.surface.com/support](http://www.surface.com/support) or write to Microsoft Corporation, ATTN: Surface Extended Service Plan Business, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland.
- 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](http://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](http://www.surface.com/support) or via email: [msespbus@microsoft.com](mailto:msespbus@microsoft.com) or by writing to Microsoft Ireland Operations Limited, ATTN: Surface Extended Service Plan Business, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland.

**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), Exchange Tower, Harbour Exchange Square, London E14 9SR. By telephone on 0800 023 4567 0300 or 0300 123 9 123 or by Email [complaint.info@financial-ombudsman.org.uk](mailto: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](http://www.fscs.org.uk), or by telephone on 0207 892 7300.