

# Microsoft Complete

## Insurance Product Information Document

Company: AmTrust International Underwriters DAC 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 repair or replacement of your eligible Microsoft product against accidental damage and breakdown up to a maximum of two (2) replacements or the original purchase price of the product.



#### What is insured?

**The following may be insured under Microsoft Complete. Details of the coverage applicable can be found on your proof of purchase.**

#### ✓ Accidental Damage

Coverage is provided for either repair or replacement of your eligible Microsoft product in the event that Accidental Damage occurs up to a maximum of two (2) replacements or three (3) repairs up to the original purchase price of the product.

#### ✓ Breakdown

Coverage is provided for either repair or replacement of your eligible Microsoft product in the event that the Product suffers a Breakdown up to a maximum of two (2) replacements or three (3) repairs up to the original purchase price of the product.

#### Surface

Coverage for Accidental Damage or Breakdown is provided for the following items: Surface Tablet, Surface Laptop, Surface Book, and/or Surface Studio, plus associated power supply unit with attaching cords are insured under this Policy, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

#### Xbox

Coverage for Accidental Damage or Breakdown is provided for the following items:

- Xbox console plus associated power supply unit with attaching cords are insured under this Policy, when such are originally supplied by



#### What is not insured?

- ✗ Products that are intended for Commercial use;
- ✗ Pre-existing conditions;
- ✗ 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;
- ✗ Any service of the product that is covered by a warranty, other service policy or insurance; and
- ✗ Accessories and peripherals that are not provided by Microsoft or were not included in the original sale of the product.

For claims for a Surface a deductible of €49.00 per claim is applied.



#### Are there any restrictions on cover?

- ! In order to be eligible for coverage, the Product must be:
  - ! an eligible Microsoft Surface, Studio or Xbox series device;
  - ! purchased from Microsoft or a Retailer;
  - ! not covered under any other insurance, warranty, guarantee and/or service policy providing the same benefits as outlined herein; and

Microsoft within a single, all-in-one packaged purchase.

- **BUNDLE PRODUCTS:** When purchased as a single, in-the-box package (an “Xbox Product Bundle”), coverage for up to two (2) Xbox standard controllers OR one (1) Xbox Elite controller is also included under this Policy (as applicable and included in Your Xbox Product Bundle purchase).

! solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).



#### Where am I covered?

- ✓ The country in which you purchased Microsoft Complete.



#### 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 answer these questions 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 product.



#### When does the cover 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 as shown on Your Summary of Cover, for a maximum of twenty-four (24) months, 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 Summary of Cover and continues for the Term as shown on Your Summary of Cover or until the Limit of Liability is reached, whichever is sooner.

## “MICROSOFT COMPLETE”

### Terms & Conditions

CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THESE TERMS AND CONDITIONS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THESE TERMS AND CONDITIONS SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY LAW AND THE RIGHT TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY **US** OF ANY OF **OUR** CONTRACTUAL OBLIGATIONS.

Please keep this important terms and conditions document along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a claim.

### DEFINITIONS

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

- **“We”, “Us”, “Our”**: the **Insurer**, the **Manufacturer**, administrator or claims administrator.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland. Website [www.microsoft.com](http://www.microsoft.com)
- **“Retailer”**: the seller that has been authorised by Microsoft and **Us** to sell this **Policy** to **You**.
- **“Insurer”**: this insurance is underwritten 100% by AmTrust International Underwriters DAC (the “Insurer”), whose registered office is at 40 Westland Row, Dublin, Ireland (registered number 169384). The Insurer is authorised and regulated by the Central Bank of Ireland, firm reference number C33525. These details can be checked on the Central Bank of Ireland’s register by visiting [www.centralbank.ie](http://www.centralbank.ie) or calling +353 (0)1 224 6000.
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** covered by this **Policy**.
- **“Product(s)”**: the eligible Microsoft Surface, Studio, or Xbox series device(s) that **You** originally purchased, or, at **Our** discretion, a **Replacement** item provided by **Us** that is/to be covered under this **Policy**.
- **“Limit of Liability”**: the **Insurer’s** maximum liability for any one claim and in total during the **Term** of the **Policy**, as stated in the ‘Coverage Plan Options’.
- **“Consequential 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.
- **“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**.
- **“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.
- **“Term”**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Summary of Cover** and/or **Proof of Purchase**.
- **“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 and NOT normal wear/tear, and that occurs during normal use of the **Product**.
- **“Deductible”**: the amount **You** are required to pay, per claim, for services covered under this **Policy** (if any) as stated in the ‘Coverage Plan Options’.
- **“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**. *AD Coverage is not available for all **Product** types or **Policy** options.*
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a covered **Breakdown** or **Accidental Damage** claim. *Parts used to **Repair** the **Product** may be new, used or refurbished parts that perform to the factory specifications of the original **Product**.*
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement in the event **We** determine the original defective **Product** is not suitable for **Repair**. *We will use every reasonable effort to **Repair**, but We reserve the right to **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 color as the previous **Product**.*
- **“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**.
- **“Policy”**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document, **Proof of Purchase** and **Your Summary of Cover**.

### 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** as shown on **Your Summary of Cover**, for a maximum of twenty four (24) months, or until the **Limit of Liability** is reached, whichever is sooner.
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 Summary of Cover** or until the **Limit of Liability** is reached, whichever is sooner..

### PRODUCT ELIGIBILITY

In order to be eligible for coverage under this **Policy**, the **Product** must be: (a) be an eligible Microsoft Surface, Studio, or Xbox device; (b) purchased from a **Retailer**; (c) not covered under any other insurance, warranty, guarantee and/or service policy providing the same benefits as outlined herein; and (d) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).

## WHAT IS COVERED – GENERAL

During the **Term**, in the event of an insured claim for a **Breakdown**, or **AD**, this **Policy** provides for: (i) the labour and/or parts necessary to **Repair** the **Product**; OR (ii) at **Our** sole discretion, a **Replacement** for the **Product** in lieu of such **Repair**. 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 all 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.

## DEDUCTIBLE

Refer to Your **Policy** description in the “COVERAGE PLAN OPTIONS” section to confirm if **You** are required to pay any **Deductible** amount for coverage under this **Policy**.

## COVERAGE PLAN OPTIONS

(As indicated on **Your Summary of Cover** and applicable to **You**)

### SURFACE POLICY

**Your Summary of Cover** can be found at <https://support.microsoft.com>

When purchased, this **Policy** provides the coverage that is described in the “WHAT IS COVERED – GENERAL” section above, including AD coverage and subject to the following provisions:

COVERED ESSENTIALS: Surface tablet, laptop, Studio desktop computer, and/or book plus associated power supply unit with attaching cords are insured under this **Policy**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ **NOTICE** – Studio desktop computer only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS: DIGITAL PEN, KEYBOARD, MOUSE AND ANY OTHER ACCESSORIES OR ADD-ON ITEMS ARE NOT COVERED UNDER THIS POLICY (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).**

### DEDUCTIBLE

Under **Your Policy**, **You** are required to pay a £49.00 **Deductible**, per covered claim, which must be paid at the time services are authorised by **Us**.

### 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** (“**Aggregate Limit**”). The **Repair** and **Replacement** limits that accumulate towards this **Aggregate Limit** is broken down as follows:

- ▶ **REPAIR LIMIT**: Up to three (3) **Repairs** to the original **Product**; which cumulatively, shall not exceed the **Original Purchase Price** of **Your Product**. ONCE THIS LIMIT IS REACHED, COVERAGE UNDER THE **POLICY** WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **TERM**.
- ▶ **REPLACEMENT LIMIT**: 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 **TERM**.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product will be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT**. If **You** do not return the claimed defective **Product** to **Us** within ten (10) 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.

## XBOX POLICY

Your **Summary of Cover** can be found at <https://support.microsoft.com>

When purchased, this **Policy** provides the coverage that is described in the “WHAT IS COVERED – GENERAL” section above, including AD coverage and subject to the following provisions:

**COVERED ESSENTIALS:** Xbox console plus associated power supply unit with attaching cords are insured under this **Policy**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

**BUNDLE PRODUCTS:** When purchased as a single, in-the-box package (an “**Xbox Product Bundle**”), coverage for up to two (2) Xbox standard controllers OR one (1) Xbox Elite controller is also included under this **Policy** (as applicable and included in **Your Xbox Product Bundle** purchase).

- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE “COVERED ESSENTIALS” PROVISION ABOVE, ARE NOT COVERED UNDER THIS **POLICY** (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE). COVERAGE FOR THE COMPONENTS LISTED UNDER THE “BUNDLE PRODUCTS” PROVISION ABOVE ARE NOT COVERED UNLESS YOU HAVE PURCHASED SUCH UNDER A SINGLE, ALL-IN-ONE PURCHASE.

### **DEDUCTIBLE**

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

### **LIMIT OF LIABILITY**

- During **Your Policy Term**, the maximum amount that **We** are obligated to pay pursuant to this **Policy**, for any one (1) claim and for all claims in total during the **Term** of the **Policy** shall not exceed the **Original Purchase Price** of **Your Product** (or **Products** if multiple eligible items are purchased under a single transaction or part of a bundle).
- If **Your** Xbox console, or Xbox Elite controller has already been **Repaired** or **Replaced**, **You** will no longer be eligible for benefits in association with this **Product** component for the remainder of the **Term** of this **Policy**.
- If **Your** Xbox standard controller **Product** has already been **Repaired** or **Replaced** twice in total, **You** will be no longer eligible for benefits in association with this component of **Your** Xbox system for the remainder of the **Term** of this **Policy**.

**NOTICE** – If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product will be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT.** If **You** do not return the claimed defective **Product** to **Us** within ten (10) 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.

## 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 <b>You</b> ( <i>Pre-Existing Condition refers to damages or defects associated with the <b>Product</b> that existed before this <b>Policy</b> was purchased.</i> )   | (e) <b>Products</b> that are intended for Commercial Use (“ <i>Commercial Use</i> ” refers to rental, business, educational, institutional or any other non-residential use).   |
| (b) Improper packaging and/or transportation by <b>You</b> or <b>Your</b> representative resulting in damage to the <b>Product</b> while it is in transit, including improperly securing the <b>Product</b> during transportation.  | (f) Damage from freezing, overheating, rust, corrosion, warping or bending.   |
| (c) Any <b>Consequential Loss</b> whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined <b>Breakdown</b> , or <b>AD</b> event, any non-defined mechanical/electrical failure, training services provided separately by <b>Microsoft</b> or its affiliates, or any other kind of damage of or in association with the <b>Product</b> ; including, but not limited to any non-covered equipment used in association with the <b>Product</b> ; (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 <b>You</b> associated with customised installations to fit the <b>Product</b> such as third party stands, mounts, and customised alcoves and the like; or (v) a <b>Replacement</b> that is a different model, size, dimension or color as the previous <b>Product</b> . <b>We</b> 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 <b>Product</b> or a <b>Replacement</b> provided under the provisions of this <b>Policy</b> . | (g) Wear and tear, or gradual deterioration of <b>Product</b> performance.  |
| (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by <b>Us</b> .   | (h) The intentional treatment of the <b>Product</b> in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.  |
|   | (i) Damage to or malfunction of <b>Your Product</b> caused by or attributed to the operation of a software virus or any other software based malfunction.   |
|   | (j) Loss, theft, or malicious mischief or disappearance.  |
|   | (k) 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. |
|   | (l) <b>Accidental Damage (AD, ADP)</b> . unless “ <b>AD</b> ”, “ <b>ADP</b> ” has been purchased and is indicated on <b>Your Summary of Cover</b> .   |

- (m) Lack of performing the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
- (n) **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.
- (o) **Product(s)** that have removed or altered serial numbers.
- (p) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
- (q) Normal periodic or preventive maintenance, adjustment, modification or servicing.
- (r) Any service of the **Product** that is covered by a warranty, other service policy, or insurance.
- (s) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments, unless specifically stated in 'Coverage Plan Options'.
- (t) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens (except as may otherwise be covered if **AD** is indicated on **Your Summary of Cover**).
- (u) Cost of component 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.
- (v) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
- (w) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- (x) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
- (y) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.

## CLAIMS

**IMPORTANT:** THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO **YOUR PRODUCT** IS COVERED UNDER **YOUR POLICY**. THIS **POLICY** MAY NOT PROVIDE ANY COVERAGE IF **YOU** MAKE UNAUTHORISED REPAIRS.

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within fourteen (14) days 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 any **Breakdown** or **Accidental Damage**. **You** must answer these questions 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**.

For best service, have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. **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 mail-in the **Product** please be sure to include all of the following with **Your Product**:

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

NOTE: If **We** require **You** to mail the **Product**, **We** will provide **You** 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 **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Do not include any accessories, games or other personal property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.

**IMPORTANT:** DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT COVERED BY **POLICY**, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER APPROVED BY **US** MAY PERFORM SERVICE ON THE **PRODUCT**.

### MICROSOFT'S RESPONSIBILITIES

- (a) After **You** return **Your Product**, **Microsoft** will inspect it.
- (b) **Your** postage costs will be refunded by **Microsoft**, if the claim is valid and postage was not pre-paid.
- (c) If **Microsoft** determines that **Your Product** malfunctioned as described in this **Policy**, then **Microsoft** will (at **Microsoft's** sole option) **Repair or Replace** it on behalf of the **Insurer**. **Microsoft** will do this without charge (except any applicable **Deductible**) to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **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 **Term** of the **Policy**, subject to the **Liability of Liability**

- (d) If **Your Product** malfunctions after the **Term** of this **Policy** expires, there is no coverage of any kind under this **Policy**. After the **Term** of this **Policy** 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 **Policy**, **You** agree to:

- (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** 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) Update the **Product** Software to currently published releases prior to seeking claims 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.
- (f) **YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS POLICY DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT PRODUCT THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.**

#### FRAUD

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this **Policy**, **You** will forfeit all benefits under this **Policy** 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 **Policy**.

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#### **RENEWABILITY**

This **Policy** may be renewed after **Your Term** expiration, at **Our** discretion. If **We** offer to renew **Your** Coverage, the renewal price quoted will reflect the age of **Your Product** and the prevailing **Product Replacement** cost at that time.

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#### **TRANSFERABILITY**

Coverage under this **Policy** may be transferred by **You** to another individual, **You** must inform **Microsoft** by contacting them by email [msepbus@microsoft.com](mailto:msepbus@microsoft.com) or by phone at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>.

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#### **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, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland, phone **Us** on the phone the number found at <http://support.microsoft.com>, or email [msepbus@microsoft.com](mailto:msepbus@microsoft.com).

##### COOLING OFF PERIOD

If **Your** cancellation request is within thirty (30) 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 thirty (30) 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 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 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.

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#### **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 <https://support.microsoft.com> or via email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com).

**We** will reply within five (5) working days from when **We** 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), **We** 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 (4) weeks.

If it will take **Us** longer than four (4) weeks then **We** will tell **You** when **You** can expect an answer

If after eight (8) weeks **You** have not received an answer or **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 EURO 3 million.

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

Financial Services Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Telephone: 1890 88 20 90 or from overseas +353 1 6620899

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.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.amtrusteurope.com](http://www.amtrusteurope.com). For information on how **Microsoft** processes **Your** personal data please visit [Microsoft.com/privacy](http://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:

- 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**.
- 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.
- 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 the **Insurer's** 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 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 bureaus, 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 Data Protection Officer, AmTrust International** - please see website (<https://www.amtrusteurope.com/>) for full address details.

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### **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 **Summary of Cover**, 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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