

## 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 Policy Document

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 0044 207 066 1000.

#### Types of Insurance & Cover

##### A. Surface

###### Accidental Damage

You are covered for a maximum of two claims during the Period of Insurance for the repair or replacement cost of Your Product in the event of Accidental Damage subject to the Limit of Liability of the Insurer. Cover under this Policy will end automatically with immediate effect following the successful resolution of a second Accidental Damage Claim, and the Insurer will not accept any further liability.

###### Breakdown Cover

You are covered for an unlimited number of claims 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.

##### B. Xbox

###### Breakdown Cover.

You are covered for replacement of Your Xbox console, replacement of Your Kinect motion sensing device and up to two (2) replacements of Your controllers purchased as part of Your original bundle purchase during the Period of Insurance in the event of a Breakdown.

#### 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 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:

##### A. General

- Any Breakdown of or Accidental damage to Accessories for your Product unless specifically included in your schedule. (page 3 - specific accidental damage and breakdown exclusions).
- 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. (page 3 - specific accidental damage and breakdown exclusions).
- Any claim where your product is being used for Business purposes (page 3 – general exclusions).
- Inappropriate use, breakdown which occurs during the manufacturer's warranty period or damage caused by placing or using the product in a location or environment that is not in accordance with the manufacturer's instructions (page 3 – general exclusions).
- Any other costs that are caused by the incident unless specifically stated in the Certificate (page 3 – general exclusions).
- You are required to take all reasonable precautions to protect the Product against Breakdown or Accidental Damage (page 3 – general conditions)

##### B. Surface

- The maximum liability for any claim cannot exceed the 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 (page 2 – definitions).

##### C. Xbox

- The maximum liability for any claim cannot exceed the replacement value of the Product (up to €750 inclusive of VAT) and in any case shall not exceed the maximum liability of €1,500 inclusive of VAT during the Policy period commencing from the purchase date of the Insurance (page 2 – definitions).

#### Duration of Insurance & Right to Cancel

##### A. General

This insurance starts at the time of purchase and continues for the period as confirmed on Your Insurance Schedule. The premium including any Government Levy 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 Policy Document for full contact details). You will be entitled to a proportionate return of premium provided you have not made a claim.

##### B. Surface

This insurance automatically cancels following the successful resolution of a second Accidental Damage claim.

#### Cancellation Rights

You may cancel this cover within 14 days of receiving The Policy Document (cooling off period). We will refund any amount You have paid as long as no claims have been made during such period. Notification of cancellation should be made in writing to Insurance Policy Cancellations, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, email [msepbus@microsoft.com](mailto:msepbus@microsoft.com). Please retain your proof of posting if using surface mail.

If you cancel after the cooling off period you will receive a pro rata refund of your premium.

If you have claimed on your Policy then the full annual premium must be paid and no return of premium will be given for a cancellation.

If the full annual premium has not been paid the insurer may deduct the outstanding premium from any claim payment due.

#### Making a Claim

Please refer to the Claims Procedure, which You will find in Your Policy. If You need to make a claim please request Product Service or Technical Support by contacting The Claims Administrator, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, <http://support.microsoft.com>. Telephone number 1850 940 940. Email [msepbus@microsoft.com](mailto:msepbus@microsoft.com)

- If a claim form is to be completed it must be returned to The Claims Administrator at Microsoft Corporation with supporting reports and documents as requested.
- If you provide false information The Insurer will not pay your claim and reserves the right to prosecute.

#### Complaints: Sales, Service or Claims

If you have any questions or concerns about your Policy or our service, you may contact us at Complaints Department, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18 or to one of Microsoft's telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com)

Microsoft Corporation will contact You within five days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. If it will take longer than four weeks We will tell You when You can expect an answer. If We have not given You an answer in eight weeks or You have received Your final response from Us and are still not satisfied, We will tell You how You can take Your complaint to the Financial Ombudsman Service for review.

- There is an excess payable on each and every Accidental Damage claim of €49.00 (page 3 – specific accidental damage and breakdown exclusions).

This complaints procedure does not affect any legal right You have to take action against The Insurer, the Claims Administrator or The Administrator Financial Ombudsman Service,  
Exchange Tower  
Harbour Exchange Square,  
London, E14 9SR  
By telephone on 0044 207 964 0500 or  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**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. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), or by telephone on 0044 207 741 4100.

## POLICY DOCUMENT

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 **Policy** Document.

### 1. THE INSURANCE

**You** are only covered under this **Policy** if **You** use **Your Product** for domestic purposes. **You** will not be covered if **You** use **Your Product** for business purposes.

**Your Policy Document** provides cover for replacement of the **Product**. When provided to **You**, a replacement **product** may be a new or refurbished **product** of equal or similar features and functionality.

#### **A. Surface**

##### **Accidental Damage.**

**You** are covered for a maximum of two claims during the **Period of Insurance** for the repair or replacement cost of **Your Product** in the event of **Accidental Damage** subject to the **Limit of Liability** of the **Insurer**. Cover under this **Policy Document** will end automatically with immediate effect following the successful resolution of a second **Accidental Damage** Claim, and the **Insurer** will not accept any further liability.

##### **Breakdown Cover.**

**You** are covered for an unlimited number of claims 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**.

#### **B. Xbox**

##### **Breakdown Cover.**

**You** are covered for replacement of **Your Xbox** console, replacement of **Your** Kinect motion sensing device and up to two (2) replacements of **Your** controllers purchased as part of **Your** original bundle purchase during the **Period of Insurance** in the event of a **Breakdown**.

### 2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this **Policy** Document.

#### **Accidental Damage**

**Physical damage to the insured equipment following a sudden and unforeseen accident which affects the functionality of Your Product and is not otherwise specifically excluded from this Policy.**

#### **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 **Policy**, including a loss of earnings or profit or additional costs.

#### **Excess**

The amount **You** must pay towards the cost of each and every **Accidental Damage** claim as stated in SPECIFIC ACCIDENTAL DAMAGE AND BREAKDOWN EXCLUSIONS 3.1 within this **Policy** Document.

#### **Insurer/Insurer's**

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#### **Limit of Liability**

##### **Surface**

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). The **Insurer's** maximum liability during any one period of 24 months from the commencement date of this **Policy** shall not exceed €3,000 including 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.

##### **Xbox**

The **Insurer's** maximum liability for any one claim shall not exceed the original purchase price of **Your Product** up to €750 inclusive of Value Added Tax (VAT). The **Insurer's** maximum liability during any one period of 24 months from the commencement date of this **Policy** shall not exceed €1,500 including 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.

#### **Manufacturer/Microsoft Corporation/Microsoft**

The original equipment **manufacturer**, Microsoft Ireland Operations Limited, Extended **Policy** Business, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18. Website [www.microsoft.com](http://www.microsoft.com).

#### **Period of Insurance**

#### General

Cover under this **Policy Document** 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**. Cover under this **Policy** will end automatically with immediate effect following the successful resolution of the maximum replacements allowed under **Your Policy**.

#### Surface

This **Policy** will end automatically with immediate effect following the successful resolution of a second **Accidental Damage Claim**. This period may be extended by renewal.

#### **Policy/Policy document/Insurance Policy**

The **Policy** is a contract between **You** and **Your Insurer**. The contract is made up of the **Insurance Schedule**, **Key Facts**, and the **Policy document**, and is based on any information **You** have given **Us** and **Your** agreement to pay the premium for this insurance.

The terms of **Your Insurance Policy** are based on any information that **You** have provided **us** with. **You** are under a legal duty to ensure that **You** have not made a misrepresentation to **Us**. Depending on the type of misrepresentation made, this could result in **Your Insurance Policy** being rendered void, resulting in **You** no longer having any cover under this policy, or result in cover being amended, or **us** reducing proportionately the amount of **Your claim We** pay to take account of any increased premium that **we** would have charged.

#### **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** or **Accidental Damage** of **Your Product**.

#### **Territorial Limits**

The United Kingdom in which **You** must be a permanent resident.

#### **You/Your**

The person, who has purchased this **Policy** as described in the **Insurance Schedule**.

#### **We/Us/Our**

**Your Insurer**, the manufacturer, administrator or claims administrator

### 3. SPECIFIC ACCIDENTAL DAMAGE AND BREAKDOWN EXCLUSIONS

#### **A. General**

1. Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
2. 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.
  - c. Caused by a power surge.
3. Any claim arising from abuse, misuse or neglect.
4. Wear and tear or gradual deterioration of **Product** performance.
5. Cosmetic damage however caused to **Your Product** including marring, scratching and denting unless such cosmetic damage results in a loss of functionality.
6. Faulty or defective design, materials or workmanship or latent defect where the **manufacturer** has recognised the fault.
7. Routine maintenance, adjustment, modification or servicing.
8. Where the **Product** is subject to a recall by the **manufacturer**.
9. Any cost arising as a result of the failure of any item that is intended to be a consumable item.

#### **B. Surface**

1. The **Excess You** must pay is the first €49.00 of any **Accidental Damage** claim covered by this **Policy**.
2. **Accidental Damage** to or **Breakdown** of, any additional equipment or accessories for **Your Product** e.g. detachable keyboards.

#### **C. Xbox**

1. **Breakdown** of, any additional equipment or accessories for **Your Product** e.g., other than those described in your schedule

### 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 claims arising from **Your Product** being used for business purposes.
3. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Product** including electrical or mechanical **Breakdown**.
4. Not complying with the Claims Procedure as outlined in CLAIMS PROCEDURE 8 of this **Policy Document**.
5. 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.

6. 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.
7. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. Any **Consequential Loss** whatsoever.
9. The VAT element of any claim if **You** are registered for VAT.

## 5. GENERAL CONDITIONS

**You** are only covered under this insurance if **You** pay the premium.

### Replacement Equipment

Should Your **Product** be replaced with a new **Product** by **Microsoft** or the original **Manufacturer**, the **Insurer** will reasonably consider transferring the benefit of this **Policy** 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 **Policy** to **Your** new **Product** not be agreed, then this **Policy** will be cancelled in accordance with CANCELLATION 6 below and no cover will apply in respect of **Your** new **Product**.

### Transfer of Ownership

Should **You** transfer ownership of **Your Product** as described in **Your** Insurance Schedule or give **Your Product** away as a gift, **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> so that the benefit of this **Policy** is transferred to the new owner.

### 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 Ireland.

## 6. CANCELLATION

### YOUR STATUTORY RIGHT OF CANCELLATION

#### Cooling off period

**You** may cancel **The Policy** within 14 days of receiving **The Policy Document**. **We** will refund any amount **You** have paid as long as no claims have been made during such period. Notification of cancellation should be made in writing to **Insurance Policy** Cancellations, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18 or to one of Microsoft's telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com). If the premium has been paid in full and a claim is paid, no premium will be refunded if cancelled during the same **period of insurance**. Please keep your proof of postage if sending by surface mail.

#### After the cooling off period

**You** may cancel this insurance at any time. If **You** cancel this insurance, **You** will receive a pro rata refund of **Your** premium, provided that no claims have been made in the current **period of insurance**.

The **Insurer** may cancel this **Policy** Document by giving **You** 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**.

### Automatic Cancellation

Cover under this **Policy** Document will end automatically with immediate effect following the successful resolution of the maximum replacements allowed under **Your Policy** Document that occur within the **Period of Insurance**.

## 7. RENEWAL

This **Policy** may be renewed after the expiry date, 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 the time of the renewal.

## 8. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within 14 working 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**. **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** Document.

**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 Service for Your Product or Technical Support, please use the troubleshooting tips at <http://support.microsoft.com>. If the troubleshooting tips do not resolve Your problem, then either follow the online process to speak to a member of the Service or Technical Support Teams contact details can be found at <http://support.microsoft.com>, via email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com) Or by writing to The Claims Administrator, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18.
- b. All service under this Policy is subject to Microsoft's prior approval on behalf of the Insurer.
- c. 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 Policy.
- d. 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 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 Responsibilities

- a. After You return Your Product, Microsoft will inspect it.
- b. Your postage costs will be refunded by Microsoft.
- c. If Microsoft determines that Your Product malfunctioned as described in THE INSURANCE 1, then Microsoft will (at Microsoft's sole option) repair or replace it on behalf of the Insurer. Microsoft will do this without charge to You for the costs of parts and labour resulting from that malfunction 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 Period of Insurance.
- d. If Your Product malfunctions after the Period of Insurance expires, there is no coverage of any kind under this Policy Document. 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 Policy, 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 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.

#### 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.

## 8. DATA PROTECTION & PRIVACY STATEMENTS

#### Data Transfer Consent

By purchasing this Policy, 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 Policy 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 Policy Document.

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

The Insurer and Microsoft will use Your information to manage Your Policy, 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. We may use and share Your information with other members of the AmTrust Group companies .. 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 either 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 Policy.

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 –CLAIMS, SALES OR SERVICE.

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please contact The Complaints Department at Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18 or speak to one of Microsoft's telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: [msepbus@microsoft.com](mailto: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), Exchange Tower, Harbour Exchange Square, London E14 9SR. By telephone on 0044 207 964 0500 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 0044 207 741 4100.