

MICROSOFT COMPLETE FOR BUSINESS
MICROSOFT DEVICE EXTENDED WARRANTY CONTRACT

CONTRACT No. – as per the Serial No. of your protected Device

Name:
Device Details:
Start Date:
End Date:
Master Policy No.: **N/A**

EXTENDED WARRANTY SERVICE CONTRACT TERMS & CONDITIONS (English Version)

COVERAGE

- This Extended Warranty Service Contract (“**EW Service Contract**”) provides coverage for parts and labor in respect of the covered Product stated on the Microsoft Sales Invoice/Receipt for covered inherent mechanical and electrical defects only and only to the extent provided by the manufacturer of the Product; and extends that coverage for a further period commencing upon the expiry of the manufacturer’s warranty and ending on the Extended Warranty Expiry Date in accordance with the EW Service Contract Plan selected for that Product.
- This means that, inclusive of manufacturer’s warranty period, the Product will have a total warranty stated from the date of the Microsoft Sales Invoice / Receipt of the Product, subject to payment of the applicable fee for Extended Warranty.

PRODUCT ELIGIBILITY

This EW Service Contract may only be purchased upon purchase of a Product and only covers a Product which:

- Is purchased new from Microsoft ;
- Is assembled for use in Malaysia; and
- Included at the time of purchase, the manufacturer’s complete and original warranty that is valid in Malaysia.

FOR REPAIRS

- If the manufacturer’s warranty period for the Product has not expired, contact the manufacturer or their authorized repairer directly.
- If the manufacturer’s warranty period for the Product has expired and this EW Service Contract is in effect, please call the **Extended Warranty Hotline at 1800 886 295 (toll-free) during office hours (Monday to Friday, 9am to 5pm)** for repair authorization. Repairs must only be carried out by the authorized repairer as directed by Microsoft. No repair is allowed without authorization from Microsoft.
- **For all repairs, this EW Service Contract and the Microsoft Sales Invoice / Receipt for the Product must be presented.**
- Consult your manufacturer’s instructions to determine if the failure to operate is due to circumstances that may be corrected by yourself. If the breakdown is not covered by this EW Service Contract, you will be charged for the cost of repair.
- This EW Service Contract is transferable to the new product that has replaced the original product under the manufacturer’s warranty due to irreparable mechanical failure, and will continue to be valid only if you contact the **Extended Warranty Service Hotline at 1800 886 295 within 7 working days from the date of replacement** to notify of the new product make, model, IMEI number and date of replacement.

SUBMISSION OF REPAIR CLAIM:

It shall be a term of this EW Service Contract that in event of a breakdown that may give rise to a claim for repairs under this EW Service Contract, the Product covered under this EW Service Contract must be presented to the authorized repairer as directed by Microsoft within the EW Service Contract coverage period and in any case, within **fourteen (14) days** of such an event happening.

COVERAGE EXCLUSIONS

- Products that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty in effect.
- Any defects that are subject to the manufacturer's recall.
- The manufacturer's recommended routine maintenance, inspection, cleaning, external adjustments and any other instructions.
- Non-operating and cosmetic items, color, or Product finish; accessories used in or with the Product; external cables and cords; ; add-on options incorporated.
- Unauthorized modifications made to the Product; altered serial numbers; failure to follow manufacturer's instructions on installation, operation or maintenance; repairs performed by non-authorized repairer; any items not affecting the function of the Products; image burn.
- Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals.
- Repairs to hardware that has been added after the original purchase of the Product.
- All batteries (including regular (non-chargeable batteries)) unless otherwise as covered above.
- External faults such as wiring, electrical connection or fitting, realigning of signal receivers (poor reception), and consequential loss of any kind.
- Repairs necessitated by accidental or intentional physical damage, spilled liquid unless otherwise as covered above.
- Burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse.
- Failure caused by a voltage converter and /or applying incorrect voltage to the Product.
- Diagnosis where no defect has been found or noted.
- Defects and on-site service charges not covered by the manufacturer's original written warranty, unless otherwise as covered above.
- Any loss or damage to the Product resulting from fire or flood howsoever caused.
- Any loss or damage to the Product resulting from an act of God (including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion).

THIS EW SERVICE CONTRACT IS NOT AN INSURANCE POLICY. IT IS A SERVICE CONTRACT PROVIDING REPAIRS FOR COVERED DEFECTS. IT DOES NOT PROVIDE ANY GUARANTEE OR PROMISE RELATING TO THE NATURE OF THE MATERIAL, WORKMANSHIP OR PERFORMANCE OF THE COVERED PRODUCT.

LIMITATION OF LIABILITY

- Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred due to any delay in rendering service related to this EW Service Contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting parts.
- Microsoft's liability for any **one (1) repair visit** shall in no event exceed the market value of the Product at the time of said repair visit.
- Replacement parts will be new, original or non-original manufacturer's parts that perform to factory specifications of the product determined at Microsoft's discretion.
- Microsoft will replace your Product with one of like kind and quality if the Product is not repairable or beyond economical repair at Microsoft's sole discretion. The replaced Product (the spoilt unit) shall become property of Microsoft. Due to technological advances, the replacement product may be of

lower retail value than the original Product. The total of all benefits paid or payable under this EW Service Contract while it is in force shall not exceed the original purchase price paid by the EW Service Contract purchaser for the Product covered by the EW Service Contract.

TERMINATION

This EW Service Contract shall terminate immediately with no refund of the EW Service Contract fee in the event of any of the following:

- Subsequent sale of the Product when no written request to transfer this EW Service Contract to the new owner has been received by Microsoft ;
- Disposal or repossession of the Product;
- Unauthorized repair, replacement or modification of the Product; or
- If the Product is moved out of the country of purchase, it will not be covered by this EW Service Contract.

CANCELLATION

Cancellation of this EW Service Contract is applicable only when the Product is returned to or exchanged by Microsoft within **seven (7) days** from the date of the Microsoft Sales Invoice / Receipt for the Product. The original Microsoft Sales Invoice/Receipt together with the EW Service Contract must also be returned to Microsoft for refund.

USE OF PERSONAL DATA

Any personal information collected and retained by Microsoft is for the purpose of affirming the extended warranty coverage and fulfill the obligations of the same as well as to update the purchaser on the necessary services and awareness of the related products (if any). Kindly be informed that in order to provide the extended warranty coverage, the purchaser's personal information may be held, used and disclosed by Microsoft on by any of its contracted service provider in order to support back-end processing and collateral services associated with the extended warranty coverage.

ENTIRE AGREEMENT

This is the entire agreement between Microsoft and the Purchaser of this EW Service Contract and no other oral or written representation is valid. In the event of any inconsistency between the English text and text in other languages, the English version shall prevail.

Please continue reading on the next page for additional coverage information.

UNI.ASIA GENERAL INSURANCE BERHAD (Co. No. 16688-K)**MICROSOFT DEVICE INSURANCE**

CERTIFICATE OF INSURANCE No. – as per the Serial No. of your protected device

Name:
Device Details:
Start Date:
Excess : **None**
Master Policy No.: **BCGB4000334**

This certificate covers the insured against:

1. Device described above arising from Accidental Damage including Liquid Damage. Provided that the liability of the Company under this Certificate in respect of any loss shall not exceed the sum insured of the Device.

This Certificate is subject to terms, conditions and exclusions contained in the above stated Master Policy underwritten by UNI.ASIA GENERAL INSURANCE BERHAD(Co. No. 16688-K).

(This is a digitally produced document - no signing is required)

UNI.ASIA GENERAL INSURANCE BERHAD

Pursuant to Personal Data Protection Act 2010, we are obliged to protect your personal data. Please visit our website at www.uniasiageneral.com.my for further details of our Privacy Policy. Alternatively, you can email your enquiry or request to update your personal data to us at (website of insurer) or mail it to our Customer Service Centre at Tingkat 10, Menara Uni. Asia, 1008, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia .

Summary of Terms and Conditions for Device Protection Program

What You Are Covered For

Provided You have paid the Premium, and We have accepted Your application, We agree to cover You during the Period of Cover for the following subject to the terms, conditions, exclusions and Limits of the Master Policy

What We Pay

We will cover You against Damage to Your Device (s) due to Accidental Damage (including Liquid Damage);

Your Duty of Disclosure

What You Need To tell Us

You must tell Us anything that You know, or should know which could affect Our decision to cover You and / or the terms on which to cover You. You must do this when You apply for insurance or renew Your policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be covered by this policy answer all questions in this way.

What Will Happen If You Do Not Tell Us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay You for Your claim, or We can cancel Your policy . If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your policy as if it never existed.

Are You Eligible For The Cover

You are eligible to be covered under this policy if You are a purchaser of a new Device from Microsoft and who are over the age of eighteen (18)

Words That Have A Special Meaning

Some of the words in this Certificate and Master Policy have special meanings. These words and their meanings are listed below.

Accident/Accidental

Shall mean an involuntary, external forcible and violent event that gives rise to Damage that is unforeseen, fortuitous and not premeditated and occurs independently of all other causes.

Notwithstanding, theft of Device (s) is excluded.

Certificate

Shall mean the certificate, which shows details such as Your name, the make and model of the Device (s) covered. It forms part of the Master Policy, and You must read it with the terms and conditions of this Master Policy.

Claim(s)

Shall mean a claim for any of the entitlements and benefits under this Master Policy. The Company will settle Claims by paying the authorized service centre.

We, Us, Our, The Company

Shall refer to UNI.ASIA GENERAL INSURANCE BERHAD

Damage(d)

Shall mean physical breakage and destruction resulting in the failure of Your Device (s) (including, but not limited to, damage caused by liquid) that prevents Your Device (s) from properly functioning.

Date of Incident

Shall mean the date when the Accidental Damage occurs

Excess

Shall mean the amount You are required to bear in the event of a Claim. You must pay the first part of all Claims, and such Excess amount is shown in Your Certificate.

Incident

Shall mean the occurrence of Accidental Damage (including Liquid Damage).

You

Shall mean the organization or individual(s) named on the Certificate subject to the terms of eligibility as may be determined by the company from time to time.

Insured Members

This Policy shall cover Device (s) whilst used by the Organizations employees or individuals.

Limit(s)

Shall mean the maximum amount payable under this Master Policy during the Period of Cover for the replacement or repair of the Device (s); the Replacement Price or the repair cost and maximum two claims only for the duration of the cover but the total of all benefits paid or payable whilst this Policy is in force shall not exceed in the aggregate twice the sum insured of the device.

Material Changes

Shall mean any change, which affects the functionality of the covered Device (s), either enhancing its capabilities or negatively affecting its capabilities from the manufacturer's specifications.

Device (s)

Shall mean the Device (s) described on Your Certificate detailing the serial number, manufacturer and model details.

Period of Cover

Shall mean any period for which We have accepted the Insured / Your Premium.

Certificate

Shall mean the arrangement/ contract between the You and Us.

Premium(s)

Shall mean the sum of money that You agree to pay Us under the certificate in return for the entitlements and benefits set out in it.

Replacement Price

Shall mean the market value of one (1) unit of a Device of the same make and model as that of the Device or another Device with similar technical and functional capabilities should there be no available stock of the former as at the date of replacement, provided that the replaced Device will not exceed the sum insured of the device.

Serial number

Is a unique code used to identify a Device

Territorial Limits

Shall mean within Malaysia.

When The Cover Commences

Cover commences from the receipt of payment from You and end at 12.01 a.m. standard Malaysian time, or on date of cancellation. Any failure to pay Your Premium, automatically terminates the Cover.

Who We Pay

All indemnities under the Certificate will be paid to the Our authorized service centres and will always be subject to the Limit(s) specified in the Certificate.

What You Are Not Covered For

We do not cover You for Damage arising directly or indirectly from the following events:-

- i. Flood, Earthquake and other convulsions of nature;
- ii. An act in contravention of a government prohibition or law;
- iii. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- iv. An act of terrorism. For this purpose, an act of terrorism means an act including, but not limited to the use of force or violence and/or the threat thereof, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed by political, religious, ethnic, ideological or similar purposes including the intention to influence any government(s) and/or to put the public or any section of the public in fear;
- v. Delay, confiscation, detention, destruction or requisition by Customs or Police or by the order of any Government or Public Body or Authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise;
- vi. Atmospheric conditions (other than lightning or rainstorm);
- vii. Ionizing, radiation or contamination by radio activity from any nuclear fuel from any nuclear waste from combustion of nuclear fuel or nuclear weapon material; and/or
- viii. Fraud or criminal activity on Your part.

We also do not cover:-

- i. The Excess as shown on the Certificate
- ii. The unforeseen loss of the Insured Members' Device (s) during the Period of Cover caused by the Insured Member or any person authorized by the Insured Member to use their Device (s).
- iii. Damage :
 - a) due to wear and tear, marring, scratching, mechanical or electrical breakdown, discoloration, or any type of Damage or failure that does not affect how the Device Device(s) works;
 - b) Resulting from alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring.
- iv. Any loss the Insured Member(s) may suffer or cost to the Insured Member(s) for:
 - a) loss of value, loss of use, loss of information stored in memories or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this Master Policy;
 - b) Damage to , or costs or charges, when repairing or replacing battery chargers or batteries. Device (s)
 - c) any Damage caused by any deliberate act or negligence by the Insured Member(s), their employees or any person using the Device (s) with their permission;
 - d) costs or charges when replacing accessories which can no longer be used with the Device (s);
 - e) costs of repairing or providing replacement Device (s) where the Damage to the Device (s) is covered by the relevant manufacturer's guarantee or warranty for either parts or labour;

- f) costs caused by the Device (s) being routinely serviced, inspected, adjusted or cleaned;
- g) replacement of or repair to any accessories associated with the Insured Members' Device (s);
- iv. Internal leakage of the battery, unless directly caused by an Accident.
- vi. Gradual deterioration or dismantling of any part of the Device (s) or Damage to any part whilst removed from its normal working position, rust or corrosion;
- vii. Mysterious disappearance, unexplainable and/or unprovable event;
- viii. Product defects whether latent inherent or not;
- ix. Electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or repair; and/or
- x. Damage resulting from deliberate action of the Insured Member.

How To Make A Claim

Notification Of Claim

For Accidental Damage Claims, You must do the following:-

- a) notify Us within twenty four (24) hours of discovery of the Incident;
- b) call our toll free number at 1800 886 295 as soon as possible to inform about the Accidental Damage to make a Claim. You shall produce for Our examination all pertinent documents at such reasonable times and shall co-operate with Us in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in Us rejecting the Claim.

Proof Of Claim

You shall forward to Us proof whether written or otherwise required to support the nature of Claim within thirty (30) days from the date of notification of a Claim as stated above. You MUST also forward the Damaged Device (s) to Us before any replacement or repairs can be made. Failure to furnish such proof within the time required shall not invalidate nor reduce any Claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than thirty (30) days from the Date of Incident. All documents, affidavit information and evidence must be provided at Your expense in the form and nature required.

Settlement Options

We shall be at liberty to elect whether to repair or replace the Device (s); Damaged as the case may be, and may join with any other insurance companies in doing so, in cases where the Device (s) is also covered elsewhere.

In cases where We replace the Device (s), replacements will be new models but may:

- a) be a different model;
- b) not include the identical features and functions as the Damaged Device and
- c) be of like kind and quality.

Salvage

We shall be entitled:

- a) on the happening of Damage to the Device (s) covered, to take and keep possession of the Device (s) damaged and to deal with the salvage in a reasonable manner; and
- b) to undertake in the name and on behalf of You the absolute conduct, control and settlement of any proceedings and to take proceedings at our own expense and for our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of anything covered by the Certificate. You must provide all necessary information, documents and reasonable assistance as We may require.

Your Duty

- a) You shall take all reasonable precautions for the safety and protection of the covered Device (s) at all times.
- b) You must notify Us if there are any Material Changes to the Device (s) shown on the Certificate

When the Cover Stops

This cover shall terminate automatically upon the earliest occurrence of the following events:

- a) any premium due under this policy remaining unpaid after the premium due date; or
- b) when the cover is cancelled by Us;
- c) You sell or transfer ownership of Your Device (s) in any way;
- d) The Device (s) is modified or altered in any way, or the electronic identity of the Device (s) is altered; or
- e) You change Your Device (s) for any reason other than under a manufacturer's warranty exchange scheme or a Claim under the Certificate;

Cancelling The Cover

Both of us reserve the rights to cancel this Certificate at any time during its currency by serving to the other seven (7) days' notice in writing. The cover will cease at the end of the seven days and a pro-rata refund of premium will be allowed for the balance of the period of cover in force.

Other Insurance

We do not cover any Accidental Damage covered under a more specific policy or any other similar Device (s) insurance subscribed to by You.

Law And Jurisdiction

The Master Policy is subject to Malaysian laws and in the event of dispute, will be determined by a competent Court in Malaysia

Arbitration

Any dispute, difference or question which may arise at any time hereafter between the parties in relation to the true construction of this Certificate or the rights or liabilities of parties hereto shall be referred to arbitration. The Master Policy shall be subject to the jurisdiction of the Malaysian courts and to the Malaysian laws.

The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the disputing parties shall be bound by the appointment of the arbitrator in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification or reenactment thereof for the time being in force.

Complaints

If you are not happy with your service, You may contact Microsoft directly at the following address: Device (s) Extended Service Plan Business, Microsoft Regional Sales Corp., 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968. Please quote Your name and address, and the membership number as shown on the Certificate.

If You are not happy with Microsoft's response, You may write to Us directly to Our Customer Service Representative as per address below. Please quote Your name and address, and the membership number as shown on the Certificate.

Customer Complaints Unit
UNI.ASIA GENERAL INSURANCE BERHAD
Tingkat 10, Menara Uni. Asia,
1008, Jalan Sultan Ismail

50250 Kuala Lumpur

Tel. No.: 03-2698 6690 (D/L)

03-2693 8111 (G/L) Ext. 2000 or 1772

Fax No.: 03-2693 2893

IMPORTANT NOTICE TO POLICY HOLDER

Avenue to resolve Your Insurance Complaint

If you are not satisfied with Our response or decision, You may submit Your complaint to the avenue below. Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

Other Avenue to Resolve Your Complaint:

Customer Service Bureau (CSB)
Jabatan Pengawalan Insurans,
Bank Negara Malaysia,
Jalan Dato' Onn,
50480 Kuala Lumpur.

Tel. No.: 03-2698 8044

Fax No.: 03-2694 5986

If Your complaint is still not resolved to Your satisfaction, You can ask for a free and independent assessment within six months of Our final decision from:

Biro Pengantaraan Kewangan/The Financial Mediation Bureau
Tingkat 25, Dataran Kewangan Darul Takaful
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel: 03-22722811 Fax: 03-22745752

IMPORTANT

You shall read this Certificate carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with Your wishes, advice should at once be given to Us and the Certificate returned for attention.

Terms and Conditions of the Master Certificate will be applicable.

"In the event of discrepancy, ambiguity and conflict in interpreting any term or condition of the contract, the English version shall prevail and super-cede the Bahasa Malaysia version.