

# Microsoft Complete for Business Plus For Dual-Screen Devices

## Insurance Product Information Document

**Company:** AmTrust Europe Limited. Registered in England and Wales, 01229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services No. 202189.

**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 cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

This Policy provides cover for Replacement of Your eligible Microsoft Product against Accidental Damage and Breakdown up to a maximum of three (3) Repairs and two (2) Replacements.



#### What is insured?

**The following may be insured under Microsoft Complete for Business Plus For Dual-Screen Devices. Details of the cover applicable can be found on Your Proof of purchase.**

✓ **Surface Dual-Screen Devices**

Cover for Accidental Damage or Breakdown is provided for the following items:  
Surface Dual-Screen products.

✓ **Next Business Day**

This policy provides for overnight carrier delivery service of a replacement product in the event of a Breakdown or Accidental Damage, subject to conditions.

Cover is provided for Your eligible Microsoft Product in the event that Accidental Damage or Breakdown occurs up to a maximum of three (3) Repairs and two (2) Replacements of the Product.



#### What is not insured?

- ✗ Pre-existing mechanical defects and / or damage;
- ✗ Normal 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.



#### Are there any restrictions on cover?

In order to be eligible for cover, the Product must be purchased from Microsoft or a Retailer.



#### Where am I covered?

✓ United Kingdom



#### 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 follow the Claims procedure set out in the Policy, including providing a copy of the Proof of Purchase, the information specified, and to update the Product software aligned with the currently published releases prior to seeking Claims service.
- ! 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 for Business Plus For Dual-Screen Devices Product.



#### **When does the cover start and end?**

Cover for a Breakdown begins upon expiry of the Manufacturer's original parts and/or labour warranty and continues for the remainder of Your Term as shown on Your Proof of Purchase or until the Limit of Liability is reached, whichever is sooner.

Cover for Accidental Damage begins as shown on Your Proof of Purchase and continues for the Term as shown on Your Proof of Purchase or until the Limit of Liability is reached, whichever is sooner.



#### **How do I cancel the contract?**

You may cancel this Policy at any time by informing Us of the cancellation request at the details below:

- Write: Insurance Policy Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland
- Email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com)
- Phone: Phone numbers can be found at <http://support.microsoft.com/gp/customer-service-phone-numbers>

#### **COOLING OFF PERIOD**

If Your cancellation request is within forty-five (45) days of the Policy purchase date, You will receive a one-hundred percent (100%) refund of the Policy price paid to You, provided that no Claims have been made during that period.

#### **AFTER THE COOLING OFF PERIOD**

If Your cancellation request is made after forty-five (45) days of the Policy purchase date, providing the Limit of Liability has not been met, You will receive a pro-rata refund of the Policy purchase price paid by You.

## "MICROSOFT COMPLETE FOR BUSINESS PLUS FOR DUAL-SCREEN DEVICES"

### Commercial Terms & Conditions – Breakdown and Accidental Damage with next business day shipping service

Thank **You** for **Your** recent purchase of "Microsoft Complete for Business Plus For Dual-Screen Devices". In order to maximize **Your** benefits, please go to <https://support.microsoft.com> and register **Your Policy**. 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**. The information contained in this **Policy** is intended to serve as a valuable reference guide to help **You** determine and understand 'WHAT IS COVERED' under **Your Policy**. For any questions regarding the information contained in this **Policy**, or **Your** cover in general, please contact **Microsoft** on <https://support.microsoft.com>.

This **Product** meets the demands and needs of those who wish to ensure that their device is protected from **Breakdown** and **Accidental Damage** (where applicable).

### DEFINITIONS

*Throughout this terms and conditions document, words with a capital letter have the following stated meaning –*

- **"Accidental Damage"**: 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**.
- **"Administrator/Claims Administrator"**: **Microsoft** Ireland Operations Limited located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Website [www.microsoft.com](http://www.microsoft.com).
- **"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.
- **"Claim"**: a request for **Repair** or **Replacement** in accordance with this **Policy** made by **You**.
- **"Deductible"**: the amount **You** are required to pay, per **Claim**, for services covered under this **Policy** (if any).
- **"Indirect 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.
- **"Insurer"**: this insurance is underwritten by AmTrust Europe Limited (the "Insurer"), registered in England & Wales, Company No. 1229676. The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firms Ref No. 202189.
- **"Limit of Liability"**: The most the **Insurer** will pay for any one **Claim**, and in total during the **Term** of the **Policy**.
- **"Manufacturer", "Microsoft"** the original equipment **manufacturer** of the **Product**, who are also the **Administrator/Claim Administrator** of this **Policy**.
- **"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**.
- **"Policy"**: The contract between **You** and **Us**, evidenced by this terms and conditions document, **Proof of Purchase** and **Your Policy Details**.
- **"Policy Details"**: the first page of **Your** online Microsoft account, that confirms **Your** cover under this **Policy**.
- **"Pre-Existing Condition"**: damages or defects associated with the **Product** that existed before this **Policy** was purchased.
- **"Product(s)"**: the eligible **Microsoft** device purchased by **You** that are covered under this **Policy** and listed in the "What is Covered" Section.
- **"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.
- **"Repair(s)"**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a **Breakdown** or **Accidental Damage Claim**. *Parts used to Repair the Product may be new, used or refurbished that perform to the factory specifications of the original Product.*
- **"Replace" or "Replacement(s)"**: an item supplied to **You** through **Our** arrangement. **We** will 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 colour as the previous **Product**.
- **"Retailer"**: the seller that has been authorised by **Microsoft** and **Us** to sell this **Policy** to **You**.
- **"Term"**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Policy Details** and/ or **Proof of Purchase**.
- **"We", "Us", "Our"**: the **Insurer**, AmTrust Europe Limited registered address is Market Square House, St. James's Street, Nottingham, England, NG1 6FG.
- **"You", "Your"**: the purchaser/owner of the **Product(s)** covered by this **Policy**.

### EFFECTIVE DATE OF COVER AND TERM

1. Cover 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 Proof of Purchase**, or until the **Limit of Liability** is reached, whichever is sooner.
2. Cover for damages to **Your Product** resulting from **Accidental Damage** begins as shown on **Your Proof of Purchase** and continues for the **Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner.

### PRODUCT ELIGIBILITY

In order to be eligible for cover under this **Policy**, the **Product** must be: (a) be an eligible Microsoft Surface Dual-Screen device (described under the "What is Covered-General" section below); (b) purchased from **Microsoft** or an authorised **Retailer**; and (c) have a minimum twelve (12) month **Manufacturer's** warranty.

## WHAT IS COVERED – GENERAL

During the **Term** described above, in the event of a **Claim** for a **Breakdown** or **Accidental Damage**, 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**; OR (iii) a straight **Replacement** for the **Product** if detailed under **Your Policy** description. Please refer to the “COVER OPTIONS” section that is applicable to **Your Policy** for full details.

## IMPORTANT NOTICES REGARDING COVER 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 most cases accessories, attachments and/or peripherals will NOT be included or provided in association with a **Replacement**.
- B. Cover 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. Cover 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.
- E. Giving **Us** all the important information: When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your Policy**. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:
- ▶ **We** may cancel **Your Policy** and refuse to pay any **Claim** or
  - ▶ **We** may not pay any **Claim** in full.

## COVER OPTIONS

*(As indicated on the Proof of Purchase and applicable to You)*

### DUAL-SCREEN POLICY: *(for all eligible Microsoft Surface series “Dual-Screen” Products)*

**BREAKDOWN PLUS ACCIDENTAL DAMAGE COVER** – When purchased, this **Policy** provides the cover that is described in the “WHAT IS COVERED – GENERAL” section above, including **Accidental Damage** cover and subject to the following provisions:

**COVERED ESSENTIALS:** Surface Dual-Screen device plus associated power supply unit with attaching cords and earphones are covered under this **Policy**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** digital pen, type covers, standalone 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**, no **Deductible** payment is required.

**ADVANCED EXCHANGE REPLACEMENTS:** If **We** choose to provide a **Replacement**, **We** may provide an advanced exchange service. If **We** provide an advanced exchange service, the **Replacement Product** will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to **Us** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement Product**. If the defective **Product** is not returned to **Us** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement Product**, **You** will be charged a non-returned device fee equal to the retail selling price of the **Replacement Product**.

**COVER OF REPLACEMENT PRODUCT:** A **Replacement** provided under this **Policy** will be automatically considered as the “**Product**” referenced throughout the provisions of this **Policy**, and Cover for such **Replacement** will continue for the *remainder* of **Your** current **Policy Term** (assuming there is remaining time under **Your** current **Term** and that the **Limit of Liability** has not been reached). A **Replacement** will not *extend* **Your** current **Policy Term**.

**LIMIT OF LIABILITY:** For all **Claims**, the cumulative maximum amount that **We** are obligated to pay is the amount equal to the **Original Purchase Price** (“**Limit**”). The **Repair** and **Replacement** limits that accumulate towards this “Surface Dual-Screen Device **Policy**” 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**. Once this limit is reached, cover under the **Policy** will end; regardless of any remaining time under the current **Policy Term**; and
- ▶ **REPLACEMENT:** Up to two (2) **Replacements**, provided at **Our** sole discretion. Once this limit is reached, cover under this **Policy** will end, regardless of any remaining time under the current **Policy Term**.

## NEXT BUSINESS DAY SHIPPING SERVICE

This cover provides for overnight carrier delivery service of a **Replacement** determined by **Us** to **Your** location on file as follows:

- One (1) Business Day following **Claim** authorisation if **Claim** authorisation occurs prior to 12:00 p.m. Central European Time (“CET”); or
- Two (2) Business Days if **Claim** authorisation occurs after 12:00 p.m. CET.

Overnight delivery is subject to availability of **Our** authorised overnight delivery carriers and location of **Product**.

For the purpose of this provision, "Business Day" refers to Monday through Friday, excluding standard public holidays.

## WHAT IS NOT COVERED – EXCLUSIONS

### THIS POLICY DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- (a) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.
- (b) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software-based malfunction.
- (c) Loss, theft, or malicious damage or disappearance.
- (d) Failure to perform the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
- (e) Normal wear and tear, or gradual deterioration of **Product** performance.
- (f) **Product(s)** that have removed or altered serial numbers.
- (g) Modifications, adjustments, alterations, manipulation, or repairs made by anyone other than a service technician authorised by **Us**.
- (h) Failing to secure or correctly package the **Product** during transportation resulting in damage to the **Product** while it is in transit.
- (i) Cosmetic damage however caused to **Your Product**, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.
- (j) Damage from freezing, overheating, rust, corrosion, warping or bending.
- (k) Any **Indirect Loss** whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage** event, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Product**; including, but not limited to any non-covered equipment used in association with the **Product**; (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 **You** associated with customised installations to fit the **Product** such as third party stands, mounts, and customised alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or colour as the previous **Product**. **We** 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 **Product** or a **Replacement** provided under the provisions of this **Policy**.
- (l) 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.
- (m) **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.
- (n) Normal periodic or preventive maintenance, adjustment, modification, or servicing.
- (o) 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.
- (p) **Pre-Existing Conditions** incurred or known to **You**.
- (q) Any **Claim** where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
- (r) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.
- (s) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, or any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.
- (t) Any **Claim** or benefit under this **Policy** to the extent the provision of such cover, payment of such **Claim** or provisions of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.
- (u) 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 Accidental Damage or Breakdown to Your Product is covered under Your Policy. In order for a Claim to be considered, You will need to first contact Microsoft for initial diagnosis of the problem with Your Product. There is no cover under this Policy if You make unauthorised repairs.**

Have **Your Proof of Purchase** readily available and call **Microsoft** at the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit <https://support.microsoft.com> for online web support. Their 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 they 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 **Microsoft** instructs **You** to do so. If **You** are instructed by them to take the **Product** to an authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot centre), please be sure to include all of the following:

- (1) The defective **Product**;
- (2) A copy of **Your Proof of Purchase**;
- (3) A brief written description of the problem **You** are experiencing with the **Product**; and
- (4) Please include the **Claim** service request number that **Microsoft** gave to **You**.

NOTE: If **Microsoft** requires **You** to mail the **Product** elsewhere, they will provide **You** with specific instructions on how to mail the **Product**. For mail-in service, they will pay for shipping to and from **Your** location if **You** follow all instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We are** not liable for any freight charges or damages due to improper packaging by **You** or **Your** authorised representative.

Cover is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot centre which has been authorised by **Us**. If **Your Term** expires during the time of an approved **Claim**, the **Claim** will be handled in accordance with the terms and conditions of this **Policy**.

#### FRAUD

1) If **You** make a fraudulent **Claim** under this **Policy**, **We**:

- a) are not liable to pay the **Claim**; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- c) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

2) if **We** exercise **Our** right under (1)(c) above:

- a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and,
- b) **We** need not return any of the premiums paid.

### RENEWABILITY

This **Policy** does not renew and will expire at the end of **Your Term**.

### TRANSFERABILITY

Cover under this **Policy** cannot be transferred by **You** to any party or **Product**.

### CANCELLATION

#### YOUR RIGHT TO CANCEL

**You** may cancel this **Policy** at any time by informing **Microsoft** of the cancellation request at the details below.

**You** may write to the **Administrator** at: Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, phone **Microsoft** on the phone the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or email [msespbus@microsoft.com](mailto:msespbus@microsoft.com).

#### COOLING OFF PERIOD

If **Your** cancellation request is within forty-five (45) 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 forty-five (45) days of the **Policy** purchase date, providing the **Limit of Liability** has not been met, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You**.

#### 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 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.

### 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 **Us** via **Microsoft** at the Microsoft – UK –Commercial Complete for Dual-Screen Devices – 27.01.21 6



telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or via email: [msespbus@microsoft.com](mailto:msespbus@microsoft.com).

**Microsoft** will reply within three (3) working days from when they 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), **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 (4) weeks. If it will take **Us** longer than four (4) weeks, **We** will explain the current position and let **You** know when **You** can expect **Our** response.

Alternatively, at any stage, **You** may have the right to contact the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR or by telephone at 0800 023 4567, mobile at 0300 123 9 123 or from overseas at +44 20 7964 0500 or by email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Further details can be found at <http://www.financial-ombudsman.org.uk>.

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

## PRIVACY AND DATA PROTECTION

### DATA PROTECTION

**We** and **Microsoft** (as the **Administrator**) 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 **Us**. Below is a summary of the main ways in which **We** processes **Your** personal data, for more information please visit **Our** 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 WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

**We** will process the personal data, being any information relating to an identified or identifiable natural person **We** hold about **You** in the following ways:

- o 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 **You** and **Us**.
- o For offering renewal, research, or statistical purposes, this is for **Our** legitimate interests: for **Us** 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.
- o 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.
- o To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- o To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet **Our** legal and regulatory obligations based on a jurisdiction within the EU.

### DISCLOSURE OF YOUR PERSONAL DATA

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** 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.

**We** may also disclose **Your** personal information:

- a) In the event that **We** buy or sell any business or assets, in which case **We** may disclose **Your** personal data to the prospective seller or buyer of such business or assets.
- b) If any company owned by **Us** 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 **Our** rights, property, or safety, **Our** customers, employees, or others.

### INTERNATIONAL TRANSFERS OF DATA

**We** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. **We** only transfer data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, **We** use 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 **Our** legitimate interests;
- c) Access and obtain a copy of the personal data in **Our** 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 **Us** 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 **Our** 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 **We** required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **Our** Data Protection Officer, please see website (<https://www.amtrusteurope.com/>) for full address details.

#### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** financial obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the **Claim**. For non-compulsory insurance, 90% of **Your Claim** is covered without any upper limit. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), or by telephone on 0207 892 7300.

#### **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 England and Wales.

##### **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.

##### **SEVERABILITY**

If any part of this contract is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

##### **NOTICES**

**We** will contact **You** for the purposes of managing **Your Policy**, at any telephone number, or physical or electronic address **You** provide to **Us**. All notices or requests relating to this **Policy** will be in writing and may be sent by any reasonable means, including by mail, email, text message or recognized commercial overnight courier.

##### **ENTIRE AGREEMENT**

This **Policy**: including the **Policy Details**, 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.

Microsoft, Surface, and Xbox are trademarks of the Microsoft group of companies.