

## “MICROSOFT INSURANCE POLICY”

### 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 terms and conditions document.**

This insurance cover is underwritten by Qatar General Insurance and Reinsurance Company SAQ, whose registered office is at Royal House, Al Wuheeda Road, Hor Al Anz East P.O. Box 8080, Dubai – U.A.E Registered in the Insurance Company’s register (Regn. No 43) as required under Federal Law No 9 of 1984.

#### COVER

*Coverage Plan Options are located in the terms and conditions document*

On the occurrence of breakdown this policy covers the cost of labour and/or parts required to repair the product, or at our sole discretion, replacement of the product in lieu of repair if it suffers breakdown.

For all covered claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the Original Purchase Price shown on Your Proof of Purchase (“**Aggregate Limit**”). The **Replacement** limit that accumulates towards this **Aggregate Limit** is broken down as follows:

- **AGGREGATE LIMIT FOR COVERED CLAIMS:** Up to two (2) **Replacements**, provided at **Our** sole discretion, with covered claims. ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.

#### DEDUCTIBLE

Under your policy, no deductible payment is required.

**NOTICE – About replacements under Surface policies:** If we choose to replace your product, we may provide advanced exchange service. If we provide advanced exchange service, the replacement product will be delivered to you in advance of our receipt of your defective product. YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If you do not return the defective product to us within ten (10) calendar days of confirmed delivery receipt of the replacement product, you will be charged a non-returned device fee equal to the manufacturer’s suggested retail price of the replacement product.

#### PRODUCT ELIGIBILITY

In order to be eligible for coverage under this policy, the product must be: (a) purchased from a retailer; (b) have a minimum twelve (12) month manufacturer’s warranty and; (c) not covered under any other insurance, warranty, guarantee and/or service policy providing the same benefits as outlined herein.

#### SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The following are not all the exclusions; please see ‘What is not covered – Exclusions’ in the terms and conditions document for the full list

Like all insurances, there are some things this insurance does not cover. Importantly these include (but are not limited to):

- Pre-existing conditions;
- Wear and tear or gradual deterioration of product performance;
- Cosmetic damage including marring, scratching and denting, unless such cosmetic damage results in loss of functionality;
- Any claim for the restoration of software or data, or for retrieving data from your product;
- Any service of the product that is covered by a warranty, other service policy or insurance; and
- Accessories and peripherals that are not provided by Microsoft or were not included in the original sale of the product.

#### DURATION OF COVER

Coverage for a breakdown begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labour warranty and continues for the remainder of your term as shown on your summary of cover, for a maximum of twenty four (24) months, or until the limit of liability is reached, whichever is sooner.

Your summary of cover can be found at: [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty)

#### CANCELLATION RIGHTS

*‘Cancellation’ in the terms and conditions document*

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, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland

Email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com)

Phone: Phone numbers can be found at <http://support.microsoft.com>

#### COOLING OFF PERIOD

If your cancellation request is within thirty (30) days of the policy purchase date, you will receive a one-hundred percent (100%) refund of the policy 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 thirty (30) days of the policy purchase date, you will receive a pro-rata refund of the policy purchase price paid by you, *provided no claims have been made.*

### **CLAIMS**

*'Claims' in the terms and conditions document*

Please refer to the claims procedure, which you will find in the terms and conditions document. Claims must be notified to Microsoft within fourteen (14) working days of the claim incident occurring.

For best service, have your proof of purchase readily available and call us at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty).

Our authorised representatives will promptly obtain details regarding the issue you are experiencing with the product, and will first attempt to resolve the situation over the telephone and/or remotely. If we are unsuccessful in resolving the issue over the telephone and/or remotely, you will be provided with a claim service request number and further instructions on how to obtain service for your product.

Please do not take or return your product to the retailer or ship your product anywhere, unless we instruct you to do so.

### **COMPLAINTS**

It is always the intention to provide you with a first class service. However, if you are not happy with the service please notify one of our telephone representatives at the telephone number found at [www.surface.com/supportor](http://www.surface.com/supportor) via email: [msespbus@microsoft.com](mailto:msespbus@microsoft.com)

We will reply within five (5) working days from when we receive your complaint. If it is not possible to give you a full reply within this time (for example, because a detailed investigation is required), we will give you an interim response telling you what is being done to deal with your complaint, when you can expect a full reply and from whom. In most cases your complaint will be resolved within four (4) weeks.

If it will take us longer than four (4) weeks then we will tell you when you can expect an answer. The procedure will not prejudice your right to take legal proceedings.

## MICROSOFT INSURANCE POLICY

### Commercial Terms & Conditions – Mechanical Breakdown

**In order to maximize Your benefits, please go to [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty) and register Your Policy within 10 days of purchase. Failure to do so may result in significant service delays when You have a claim.**

Thank **You** for **Your** recent purchase of a Microsoft mechanical breakdown only insurance 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.

#### DEFINITIONS

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

- **“We”, “Us”, “Our”**: the **Insurer**, the **Manufacturer**, administrator or claims administrator.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland. Website [www.microsoft.com](http://www.microsoft.com)
- **“Retailer”**: the seller that has been authorised by **Us** to sell this **Policy** to **You**.
- **“Insurer”**: this insurance is underwritten 100% by Qatar General Insurance and Reinsurance Company SAQ, whose registered office is at Royal House, Al Wuheeda Road, Hor Al Anz East P.O. Box 8080, Dubai – *U.A.E Registered in the Insurance Company's register (Regn. No 43) as required under Federal Law No 9 of 1984.*
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** covered by this **Policy**.
- **“Product”**: the item that **You** originally purchased, or, at **Our** discretion, a **Replacement** item provided by **Us** that is/to be covered under this **Policy**.
- **“Limit of Liability”**: the **Insurer’s** maximum liability for any one claim and in total during the **Term** of the **Policy**, as stated in the ‘Coverage Plan Options’.
- **“Consequential Loss”**: a loss or cost incurred by **You** resulting from an insured event, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Original Purchase Price”**: the amount paid by **You** for the covered **Product**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under **Manufacturer’s** warranty documentation or any other documentation that is reasonable and customary that provides proof that **You** own the **Product**.
- **“Term”**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Summary of Cover**.
- **“Breakdown”**: the mechanical and/or electrical failure of the **Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the **Product**.
- **“Deductible”**: the amount **You** are required to pay, per claim, for services covered under this **Policy** (if any) as stated in the ‘Coverage Plan Options’.
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a covered **Breakdown** claim. *Parts used to **Repair** the **Product** may be new, used or refurbished parts that perform to the factory specifications of the original **Product**.*
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement in the event **We** determine the original defective **Product** is not suitable for **Repair**. *We will use every reasonable effort to **Repair**, but We reserve the right to **Replace** the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality and **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or color as the previous **Product**.*
- **“Summary of Cover”**: the first page of your online **Microsoft** account, as stated in the ‘Coverage Plan Options’, that confirms **Your** coverage under this **Policy**.
- **“Policy”**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document, **Proof of Purchase** and **Your Summary of Cover**.

#### TERM – EFFECTIVE DATE OF COVERAGE

Coverage for a **Breakdown** begins upon expiration of the **Manufacturer’s** original parts and/or labour warranty and *continues for the remainder of **Your Term** as shown on **Your Summary of Cover**, or until the **Limit of Liability** is reached.*

#### PRODUCT ELIGIBILITY

In order to be eligible for coverage under this **Policy**, the **Product** must be: (a) purchased from a **Retailer**; (b) have a minimum twelve (12) month **Manufacturer’s** warranty and; (c) not covered under any other insurance, warranty, guarantee and/or service policy providing the same benefits as outlined herein.

#### WHAT IS COVERED – GENERAL

During the **Term**, in the event of an insured claim for a **Breakdown** this **Policy** provides for: (i) the labour and/or parts necessary to **Repair** the **Product**; OR (ii) at **Our** sole discretion, a **Replacement** for the **Product** in lieu of such **Repair**. Please refer to the “COVERAGE PLAN OPTIONS” section that is applicable to **Your Policy** for full details.

## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

- A. If **We** provide a **Replacement to You**:
- ▶ **We** reserve the right to Replace a defective **Product** with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model, size, dimension or colour as the previous **Product**.
  - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Policy** shall not provide **You** with any reimbursement for such a price difference.
  - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Policy** shall become **Our** property in their entirety.
- B. COVERAGE DESCRIBED UNDER THIS **POLICY** SHALL NOT REPLACE OR PROVIDE ANY DUPLICATIVE BENEFITS DURING ANY VALID MANUFACTURER'S WARRANTY PERIOD. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall NOT be covered under this **Policy** regardless of the manufacturer's ability to fulfil its obligations.
- C. COVERAGE UNDER THIS **POLICY** IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO **YOUR POLICY**. Anything NOT specifically expressed herein is NOT covered (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designs).
- 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.

## COVERAGE PLAN OPTIONS

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

Your **Summary of Cover** can be found at [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty).

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

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

- ▶ **NOTICE** – Studio desktop computer only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS: DIGITAL PEN, KEYBOARD, MOUSE AND 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.

### LIMIT OF LIABILITY

For all covered claims, the cumulative maximum amount that **We** are obligated to pay is the amount equal to the Original Purchase Price shown on Your Proof of Purchase ("**Aggregate Limit**"). The **Replacement** limit that accumulates towards this **Aggregate Limit** is broken down as follows:

- ▶ **AGGREGATE LIMIT FOR COVERED CLAIMS**: Up to two (2) **Replacements**, provided at **Our** sole discretion, with covered claims. ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT**. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.

## WHAT IS NOT COVERED – EXCLUSIONS

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

- |  |   |
|--|---|
| <p>(a) <i>Pre-Existing Conditions</i> incurred or known to <b>You</b> (<i>Pre-Existing Condition</i> refers to damages or defects associated with the <b>Product</b> that existed before this <b>Policy</b> was purchased).</p> <p>(b) <i>Improper packaging and/or transportation</i> by <b>You</b> or <b>Your</b> representative resulting in damage to the <b>Product</b> while it is in transit, including improperly securing the <b>Product</b> during transportation.</p> <p>(c) Any <b>Consequential Loss</b> whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a</p> | <p>defined <b>Breakdown</b>, or <b>AD</b> event, any non-defined mechanical/electrical failure, training services provided separately by <b>Microsoft</b> or its affiliates, or any other kind of damage of or in association with the <b>Product</b>; including, but not limited to any non-covered equipment used in association with the <b>Product</b>; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by <b>You</b> associated with customised installations to fit the <b>Product</b> such as third party stands, mounts, and customised alcoves and the like; or (v)</p> |
|--|---|

- a **Replacement** that is a different model, size, dimension or color 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**.
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us**.
  - (e) Damage from; freezing or overheating, rust, corrosion, warping or bending.
  - (f) Wear and tear or gradual deterioration of **Product** performance.
  - (g) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
  - (h) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
  - (i) Loss, theft, or malicious mischief or disappearance.
  - (j) 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, hostile action, governmental act, or internet or other telecommunications malfunction.
  - (k) Any accidental damage, meaning 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**, whatsoever.
  - (l) Lack of performing the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
  - (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) **Product(s)** that have removed or altered serial numbers.
  - (o) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
  - (p) Normal periodic or preventive maintenance, adjustment, modification or servicing.
  - (q) Any service of the **Product** that is covered by a warranty, other service policy, or insurance.
  - (r) Accessories and peripherals (such as detachable keyboards), or attachments.
  - (s) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens.
  - (t) Cost of components 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.
  - (u) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
  - (v) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
  - (w) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
  - (x) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.

## CLAIMS

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

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

For best service, have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty). **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a claim service request number and further instructions on how to obtain service for **Your Product**.

Please do not take or return **Your Product** to the **Retailer** or ship **Your Product** anywhere, unless **We** instruct **You** to do so. If **You** are instructed by **Us** to mail-in the **Product** please be sure to include all of the following with **Your Product**:

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

NOTE: If **We** require **You** to mail the **Product**, **We** will provide **You** specific instructions on how to mail the **Product**. For mail-in service, **We** will pay for

shipping to and from **You** location if **You** follow all **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

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

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

#### **MICROSOFT'S RESPONSIBILITIES**

- (a) After **You** return **Your Product**, **Microsoft** will inspect it.
- (b) **Your** postage costs will be refunded by **Microsoft** if the claim is valid and postage is not pre-paid.
- (c) If **Microsoft** determines that **Your Product** malfunctioned as described in this **Policy**, then **Microsoft** will (at **Microsoft's** sole option) **Repair or Replace** it on behalf of the **Insurer**. **Microsoft** will do this without charge to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **Microsoft Replaces Your Product**, **Your** original **Product** becomes the **Insurer's** property and the **Replacement Product** is **Your** property, with coverage for that **Product** continuing for the remaining **Term** of the **Policy**, subject to the **Liability of Liability**
- (d) If **Your Product** malfunctions after the **Term** of this **Policy** expires, there is no coverage of any kind under this **Policy**. After the **Term** of this **Policy** expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

#### **YOUR RESPONSIBILITIES**

To receive service or support under this **Policy**, **You** agree to:

- (a) Provide **Microsoft** with the serial number of **Your Product**.
- (b) Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- (c) Respond to requests for information, including but not limited to **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- (d) Update the **Product** Software to currently published releases prior to seeking claims service.
- (e) Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to **Repair** or **Replacement** and packing **Your Product** in accordance with shipping instructions.
- (f) On a Replacement, **You** must ship **Your** defective **Product** to **Us** within ten (10) calendar days of delivery of the **Replacement** product. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.
- (g) **YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS POLICY DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT PRODUCT THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.**

#### **FRAUD**

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this **Policy**, **You** will forfeit all benefits under this **Policy** and **Your** Insurance Cover will immediately end. The **Insurer** and/or **Microsoft** may inform the police and/or any other law enforcement agency about the circumstances of such a claim. The **Insurer** reserves the right to instruct an investigation into **Your** claim and reserves the right to recover from **You** the cost of any investigation into a fraudulent claim under this **Policy**.

### **RENEWABILITY**

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

### **TRANSFERABILITY**

Coverage under this **Policy** cannot be transferred by **You** to any other party or product.

### **CANCELLATION**

#### **YOUR RIGHT TO CANCEL**

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

**You** may write to **Us** at: Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandycove Business Estate, Dublin 18, Ireland, or phone **Us**, on the number found at <http://support.microsoft.com>, or email [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

#### **COOLING OFF PERIOD**

If **Your** cancellation request is within thirty (30) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase

price paid by **You**, provided that no claims have been made during that period.

#### AFTER THE COOLING OFF PERIOD

If **You** cancellation request is made after thirty (30) days of the **Policy** purchase date, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You**, provided no claims have been made.

#### OUR RIGHT TO CANCEL

If **We** cancel this **Policy**, **We** will provide written notice to **You** at least 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 one of **Our** telephone representatives at the telephone number found at [www.surface.com/support](http://www.surface.com/support) or via email: [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

**We** will reply within five (5) working days from when **We** receive **Your** complaint. If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), **We** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within four (4) weeks.

If it will take **Us** longer than four (4) weeks then **We** will tell **You** when **You** can expect an answer. The procedure will not prejudice **Your** right to take legal proceedings.

### PRIVACY AND DATA PROTECTION

#### DATA TRANSFER CONSENT

By purchasing this **Policy**, **You** have consented to the use of **Your** data as described below.

#### DATA PROTECTION

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. 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 this terms and conditions 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. 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 (means a company which is a parent or a subsidiary undertaking of one of the parties) 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.

**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.

#### YOUR RIGHTS

*You may 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 be provided with 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 Policy** only.

### 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 United Arab Emirates.

#### SUBCONTRACT

**We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.

#### WAIVER AND SEVERABILITY

The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

#### NOTICES

**You** expressly consent to be contacted, for the purposes of managing **Your Policy**, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Policy** will be in writing and may be sent by any reasonable means, including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email or fax number that **You** provided to **Us**, or three (3) days after mailing to the street address **You** provided.

#### ENTIRE AGREEMENT

This **Policy**; including the **Summary of Cover**, terms, conditions, limitations, exceptions and exclusions, and **Your Proof of Purchase**, constitute the entire agreement between **Us** and **You** and no representation, promise or condition not contained herein shall modify these items, except as required by law.