

## MICROSOFT INSURANCE POLICY

### Commercial Terms & Conditions – Mechanical Breakdown

**CONGRATULATIONS!** 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. For any questions regarding the information contained in this policy, or coverage in general, please contact the administrator by visiting <https://support.microsoft.com/fr-fr/products/surface-devices/surface-business>.

#### 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 AmTrust Europe Limited, regulated by English law, whose registered office is at Market Square, St. James’s Street, Nottingham, NG1 6FG United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. The Insurer is authorised to operate under the free provision of services regime in France. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).
- **“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 but which itself is not specifically covered under this **Policy**, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Original Purchase Price”**: the amount paid by **You** for the covered **Product**, 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 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 actual breaking or burning out of any part of **Your Product** whilst being used within the **Manufacturer’s** guidelines and arising from internal electronic, electrical or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate **Repair** before it can resume normal operation.
- **“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)”**: in the event **We** determine the original defective **Product** is not suitable for **Repair**, **We** will deliver to **You** a product that is the same model or a model with similar features and functionality as **Your Product**. ***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.*
- **“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 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**, 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

On the occurrence of an insured event 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.

Coverage described in these terms and conditions does not replace or provide duplicative benefits during any active **Manufacturer's** warranty period. During such period, anything covered under that warranty is the sole responsibility of the **Manufacturer** and will not be considered under this **Policy**; regardless of the **Manufacturer's** ability to fulfil its obligations. **We** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Policy**. If **We** decide to **Replace Your Product**, technological advances may result in a product with a lower selling price than **Your Product**, and no reimbursement will be provided for the difference in price between the original **Product** and the **Replacement** product. Any and all parts or units replaced under this **Policy** become **Our** property in their entirety.

### COVER

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

**Your Summary of Cover** can be found at <https://support.microsoft.com/fr-fr/products/surface-devices/surface-business>.

If **You** purchased the 'Surface Policy' as indicated on **Your Summary of Cover**, **Your Policy** includes **Breakdown** Coverage for **Your Product**.

### BREAKDOWN

**You** are covered for an unlimited number of **Breakdown** claims during the **Term** of this **Policy** for the **Repair** or **Replacement** cost of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** of the **Insurer**.

### DEDUCTIBLE

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

### LIMIT OF LIABILITY

During **Your Policy Term**, the maximum **We** are obligated to pay for any one (1) claim shall not exceed the **Original Purchase Price** of **Your Product**.

**You** are covered for the following during **Your Policy Term**:

- An unlimited number of **Repairs** during **Your Policy Term**, up to a total of the **Original Purchase Price** of **Your Product** providing that it is not necessary to **Replace Your Product**.
- Up to one (1) **Replacement** of **Your Product**.

If it is necessary to **Replace Your Product**, all coverage under **Your Policy** will cease and no further cover will be provided from the date that the **Replacement** product is provided.

**NOTICE – About Replacements:** Under **Your Policy**, when a **Replacement** is applicable and provided to **You** in lieu of **Repair**, any accessories that are not integral to the basic function of **Your Product** will NOT be provided with the **Replacement** product. **Replacement** products may not be the same model or colour as **Your Product**. A **Replacement** product may be a new or refurbished product of equal or similar features and functionality as **Your Product**.

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:

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|---|--|
| (a) Pre-Existing Conditions incurred or known to <b>You</b> ( <i>Pre-Existing Condition refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of <b>Your Product</b> before this <b>Policy</b> was purchased</i> ). | (g) The intentional or negligent treatment of the <b>Product</b> in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.  |
| (b) Improper packaging and/or transportation by <b>You</b> or <b>Your</b> representative resulting in damage to the <b>Product</b> while it is in transit, including improperly securing the <b>Product</b> during transportation.  | (h) Damage to or malfunction of <b>Your Product</b> caused by or attributed to the operation of a software virus or any other software based malfunction.  |
| (c) Any <b>Consequential Loss</b> whatsoever.   | (i) Loss, theft, or malicious mischief or disappearance.   |
| (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by <b>Us</b> .   | (j) Fortuitous events, including: 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. |
| (e) Damage from; freezing or overheating, rust, corrosion, warping or bending.  | (k) Any accidental damage, meaning physical damage to the <b>Product</b>   |
| (f) Wear and tear or gradual deterioration of <b>Product</b> performance.   |  |

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) Accessories and peripherals (such as detachable keyboards), or attachments.
- (r) Screen/monitor imperfections, including but not limited to burned-
- (s) Cost of components parts not covered by the **Product's** original **Manufacturer's** warranty, or any non-operating / non-power-driven part, including 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.
- (t) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
- (u) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- (v) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
- (w) 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 <http://support.microsoft.com> for online support. **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a claim service request number and further instructions on how to obtain service for **Your Product**.

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

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

NOTE: If **We** require **You** to mail the **Product**, **We** will provide **You** specific instructions on how to mail the **Product**. For mail-in service, **We** will pay for shipping to and from **Your** location if **You** follow all **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

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

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

### MICROSOFT'S RESPONSIBILITIES

- (a) After **You** return **Your Product**, **Microsoft** will inspect it.

- (b) **Your** postage costs will be refunded by **Microsoft** if the claim is valid and postage 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**.

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#### **RENEWABILITY**

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

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#### **TRANSFERABILITY**

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

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#### **CANCELLATION**

#### YOUR RIGHT TO WAIVE

**You** may waive this **Policy** if you prove to have a former guarantee for one of the risks covered by the contract, at no costs and penalties, as long as the contract has not been entirely executed or that you have not notify a claim for cover, within a limit of a 14-day period as of the conclusion of the new contract. **You** may write to **Us** at: Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland, phone **Us** on the number found at <http://support.microsoft.com>, or email [msespbus@microsoft.com](mailto:msespbus@microsoft.com).

We will reimburse you the amount of the premium within 30 days as of the date the right to waive was exercised. However, the totality of the premium will be kept by us if you exercises you right to waive in case a loss involving the guarantee took place within the waiving period.

Template cancellation letter:

*I, the undersigned, declare that I wish to cancel my insurance policy underwritten by AmTrust Europe Limited. Please pay me my refund within 30 days of receipt of this letter.*

Dated:

Signature:

#### OUR RIGHT TO TERMINATE THE POLICY

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 **You** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Policy**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

**We** may only cancel this **Policy** for the following reasons:

- (a) non-payment of the **Policy** purchase price/fee by **You** (Article L. 113-3 of the Code insurance),
- (b) misrepresentation by **You**, or
- (c) aggravation of the risks
- (d) upon expiration of a period of one year as of the date of effect of the policy
- (e) pursuant to a claim

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

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

If it will take **Us** longer than four (4) weeks then **We** will tell **You** when **You** can expect an answer. If **We** have not given **You** an answer within eight (8) weeks or **You** are not satisfied with the response, **You** may be eligible to contact the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR 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) or le médiateur de la FFSA, BP 290 75 425 PARIS Cedex 09, fax 01 45 23 27 15

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 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 in accordance with the provisions of Law No. 78-17 of January 6, 1978 (as amended). 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 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** have certain rights regarding access to **Your** information pursuant to law n ° 78-17 of January 6, 1978 (as amended). **You** have the right to see a copy of the personal information the **Insurer** and **Microsoft** hold about **You**, **to contest that information, to rectify that information and delete that information by contacting us by registered letter with acknowledgement of receipt.**

#### MARKETING

The **Insurer** and **Microsoft** will not use **Your** data for marketing purposes. All information provided is used to manage **Your Policy** only.

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### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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### GENERAL PROVISIONS

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#### 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 France.

#### 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.

#### SUBROGATION

Pursuant to article L.121-12 of French Insurance Code, the **Insurer** is subrogated to the rights and actions of the insured, up to the amount of indemnity paid.

#### MULTIPLE INSURANCES

Pursuant to Article L.121-4 of the Insurance Code, when several insurances covering the same risk for the same interest, contracted without fraud, each of which produces its effects within the guarantees of each contract in compliance with the provisions of Article L.121-1 of the Code, regardless of the date the insurance was taken out. Within these limits, the beneficiary of the contract may obtain compensation for his injury by contacting the insurer of his choice.

#### 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, unless otherwise proved.

#### 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.

## TIME LIMITATION PERIOD

All legal actions arising from this **Policy** shall be barred two years as from the event that gave rise thereto.

However, said time limit shall run:

- 1- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the insurer is aware thereof,
- 2- in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up till then.

When the **Your** action against the **Insurer** arises from a third party's recourse, the limitation period shall run only from the date on which said third party brings a legal action against **You** or the latter has paid it compensation.

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a loss. The limitation period of the legal action may also be interrupted by the **Insurer** sending **You** a registered letter with acknowledgement of receipt in respect of the action for payment of the premium and by **You** to the **Insurer** in respect of the settlement of the claim.

Notwithstanding Article 2254 of the Civil Code, the parties to the **Policy** cannot, even by mutual agreement, modify the duration of the prescription, or add to the causes of suspension or interruption of this one.

The ordinary causes of interruption are:

- The acknowledgement by the debtor of the right of the person against whom he was prescribing interrupts the period of prescription.
  - Judicial demand, even by way of summary proceedings, interrupts the delay of prescription and the delay of foreclosure. The same occurs when the demand is brought before a court without jurisdiction when the act of referral to the court is annulled on account of a procedural defect.
  - The period of prescription or the period of foreclosure is also interrupted by a conservatory measure taken in application of the Code of the Civil Procedures of Enforcement or of an act of forced execution.
  - The calling in of one solidary debtor by judicial demand, or by an act of forced execution, or by the acknowledgement by the debtor of the right of the person against whom he was prescribing, interrupts the period of prescription against all the others, even against their heirs. But the calling in of one of the heirs of a solidary debtor, or the acknowledgement by that heir does not interrupt the prescription against co-heirs, even in case of a hypothecary claim, if the obligation is divisible. This calling in or this acknowledgement only interrupts the period of prescription against the other co-debtors for the share for which this heir is bound. To interrupt the period of prescription for the whole, for all the other co-debtors, the calling in must be addressed to all the heirs of the deceased debtor or the acknowledgement must be addressed to all these heirs.
  - A calling in addressed to the principal debtor or his acknowledgement interrupts the period of prescription against the surety.
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