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## “MICROSOFT INSURANCE POLICY”

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### THIS IS IMPORTANT INFORMATION YOU SHOULD READ

The following information should give you an overview of the insurance you desire. Due to the brevity of this product information sheet, the information contained herein are not final and do not claim to be exhaustive. The entire content of the contract results from the application, the insurance certificate and the terms and conditions of insurance. Please read the documents carefully to ensure that you understand fully what is covered by the insurance and to ensure that you comply with all of the conditions as a breach may invalidate your insurance cover and no benefits may be provided in the insured event.

This insurance cover is underwritten by AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676), is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority, firm reference number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA at +44 (0)300 500 0597.

### Product Information Sheet

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## TYPE OF INSURANCE COVER

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We provide an insurance against breakdown and/or accidental damage for the Microsoft product specified on your proof of purchase. For more detailed information regarding the scope of insurance, please refer to your insurance certificate and the terms of insurance.

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## INSURED RISKS

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**SURFACE DEVICES** – *If you purchased the Surface Plan your cover is as follows:*

On the occurrence of an insured breakdown this policy covers the repair cost (labour and material), or at our sole discretion, replacement of the product.

During your policy term, the maximum we are obligated to pay for any one (1) insured event shall be limited to the original purchase price of your product.

During the policy term you are covered for the following:

- An unlimited number of breakdown repairs, up to a total of the original purchase price of your product providing that it is not necessary to replace your product; or
- Up to one (1) replacement of your product for breakdown.

If it is necessary to replace your product the coverage in respect of breakdown will cease and no further breakdown cover will be provided from the date that the replacement product is provided.

### DEDUCTIBLE

Under your policy, no deductible payment is required.

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## INSURED PRODUCTS

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In order to be insured 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.

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## EXCLUDED RISKS

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*The following are not all the exclusions; please see 'What is not covered – Exclusions' in the terms and conditions of insurance for the full list*

Like all insurances, there are some cases this insurance does not cover. These include in particular (but are not limited to):

- Accidental damage that occurred prior to the conclusion of the insurance
- 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.

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## AMOUNT OF PREMIUM

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The insurance premium depends on the insured device. The premium is immediately due and payable immediately upon conclusion of the policy.

If you do not pay the first or a subsequent premium on time and/or if the first or a subsequent premium cannot be collected, we will be entitled to withdraw from or terminate the policy. In addition, we may not be liable to provide benefits in the event of occurrence of the insured event during the period of your default of payment of the premium under certain circumstances.

For details, please refer to your insurance certificate and the "Insurance Premium" section in the terms and conditions of insurance.

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## OBLIGATIONS

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### ... upon conclusion of the contract?

We have to rely on complete and accurate information from you, so that we can assess your application for insurance properly. You must necessarily answer the questions contained in the application form truthfully and completely.

### ... during the term of the contract?

You are liable to report all information essential for the processing and management of the insurance contract immediately. Missing information may interfere with the smooth course of the contract and can have negative consequences for you.

**Duty to provide information:** After the occurrence of the insured event, you are obligated upon request to provide us with any information that is necessary for the identification of the insured event or the scope of our duty to provide benefits. Furthermore, you are obligated to comply with all instructions regarding the handling and settlement of the insured event.

Please refer to the procedure for asserting insurance claims, which is described in more detail in the terms and conditions of insurance. Complaints must be notified to Microsoft within fourteen (14) working days after the occurrence of the insured event.

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>.

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 in this manner, you will be provided with a claim service request number for the insured event and further instructions for asserting your claims.

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

**Consequences of the failure to comply with obligations during the term of the contract and upon the occurrence of an insured event:** If you fail to meet these obligations we will be exempted from our duty to provide benefits in the case of an intentional breach of your obligations in accordance with section 28 of the German Insurance Contract Act (VVG). In the case of gross negligent, we will be entitled to reduce our benefits in a ratio that corresponds to the severity of the negligence. This shall not apply if the breach of the obligation was not the cause of the occurrence or the identification of the insured event or the scope of our duty to provide benefits.

For more detailed information, please refer to the "Consequences of Breaches of Obligations" section in the terms and conditions of insurance.

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## START AND END OF COVER

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Insurance 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 insurance certificate, i.e. for a maximum of twenty four (24) months, or until the limit of liability is reached, whichever is sooner.

Your insurance certificate can be found at: <https://support.microsoft.com/de-de/products/surface-devices/surface-business>**TERMINATION OF THE POLICY**

*You can give notice of termination of this insurance policy with a period of notice of thirty (30) days. Your insurance policy will then end upon expiration of the thirtieth (30<sup>th</sup>) day after receipt of your notice of termination by us.*

*For more detailed information, please refer to the "Termination of the Policy" section in the terms and conditions of insurance.*

## “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/de-de/products/surface-devices/surface-business>

#### DEFINITIONS

*Throughout the following terms and conditions of insurance, the following bolded out words have the stated meaning –*

- **“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 functioning normally again.
  - **“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 or refurbished model of equal or similar features and functionality.
  - **“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.
  - **“Limit of Liability”**: the **Insurer’s** maximum liability for insurance claims during the **Term** of this **Policy**, as stated in the ‘Insurance Coverage Options’.
  - **“Retailer”**: the seller that has been authorised by **Us** to sell this **Policy** to **You**.
  - **“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)
  - **“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 contractual term stated on the Insurance Certificate.
  - **“Product”**: the item(s) that **You** originally purchased, or, at **Our** discretion, a **Replacement** item provided by **Us** that is/to be covered under this **Policy**.
  - **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a **Breakdown** covered under this insurance. *Parts used to **Repair** the **Product** may be new, used or refurbished parts that perform to the factory specifications of the original **Product**.*
  - **“Deductible”**: the amount **You** are required to pay, per insured event, for services covered under this **Policy** as stated in the ‘Insurance Coverage Options’.
  - **“You”, “Your”**: the purchaser/owner of the **Product(s)** covered by this **Policy** (policyholder).
  - **“Original Purchase Price”**: the amount paid by **You** for the covered **Product** covered under this **Policy** (excluding any applicable taxes and/or fees), as indicated on **Your Proof of Purchase**.
  - **“Insurer”**: The Insurer of this policy is AmTrust Europe Limited.

The address for service of the **Insurer** is :

*AmTrust Europe Limited*  
Market Square House  
St James’s Street  
Nottingham  
NG1 6FG.  
England
- 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 Germany. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).
- **“Insurance Certificate”**: The first page of **Your** online **Microsoft** account with the information of the “Insurance Coverage Options” which confirms your coverage under this **Policy**.
  - **“Policy”**: The contract between **You** and the **Insurer**, evidenced by these terms and conditions of insurance, **Proof of Purchase** and **Your Insurance Certificate**.
  - **“We”, “Us”, “Our”**: the **Insurer** or the **Manufacturer**.

#### TERM – EFFECTIVE DATE OF COVERAGE

Insurance 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 the **Term** of this **Insurance Policy** as shown on **Your Insurance Certificate**, or until the **Limit of Liability** is reached.

#### PRODUCTS COVERED BY THE INSURANCE

In order to be insured under this **Policy**, the **Product** must be: (a) purchased from an authorised **Retailer**; (b) have a minimum of 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 INSURED – GENERAL

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On the occurrence of an insured event this **Policy** covers – at our sole discretion - either the repair cost incurred (labour and material cost) or the cost of **Replacement** of the **Product** if it suffers a **Breakdown**.

The coverage described in these terms and conditions of insurance does not replace the benefits to be provided during any active **Manufacturer's** warranty period and it is not available to **You** in addition to them. During the **Manufacturer's** warranty period, anything covered under that **Manufacturer's** 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 bear the cost of **Repair** or a **Replacement Product** pursuant to the provisions of this **Policy**. If **We** decide to **Replace Your Product**, technological advances may result in a **Replacement** product with a lower purchase 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 elements of **Your Product** replaced under this **Policy** become **Our** property in their entirety.

## INSURANCE COVERAGE OPTIONS

*(As indicated on **Your Insurance Certificate** and applicable to **You**)*

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**Your Insurance Certificate** can be found at <https://support.microsoft.com/de-de/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**.
- One (1) **Replacement** of **Your Product**.

If it is necessary to **Replace Your Product**, the insurance coverage in respect of **Breakdown** will cease and no further **Breakdown** cover will be provided from the date that the **Replacement** product is provided.

**NOTICE – About Replacement Products:** Under **Your Policy**, when a **Replacement** product is applicable and provided to **You**, 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 a so-called advanced exchange service. When **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.

## INSURANCE PREMIUM

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**NOTICE – About insurance premium under SURFACE POLICIES:**

The insurance premium includes the insurance tax at the respectively applicable tax rate. The **Insurer** may be legally obligated to adjust the insurance tax or to make other changes. In this case, **Your** premium will change as of the time when the changes are implemented. The amount of premium is immediately due and payable immediately upon conclusion of the **Policy**.

If the first premium cannot be collected on time or if **You** fail to pay it on time, the **Insurer** may withdraw from the **Policy** as long as the payment has not been made. The right of withdrawal will be excluded if **You** furnish proof to **Us** that the non-payment is not at **Your** fault. If the first premium has not been paid upon occurrence of the insured event, there will be no entitlement to the benefits under the insurance. However, the duty to provide benefits will continue to exist if **you** furnish proof that the non-payment is not at **Your** fault.

If any of the subsequent premiums cannot be collected on time or is not paid on time by **You**, **You** will receive a written reminder setting a period of grace for the payment of at least two weeks. If **You** fail to settle the outstanding premium on time, the **Insurer** may give notice of termination of the **Policy**. If the insured event occurs after the expiration of such period and if **You** were in default with the payment of the premium, the **Insurer** will not be obligated to provide benefits. The legal consequences are pointed out to **You** in the written reminder. The termination of the **Policy** can already be declared in the written reminder for the case of a non-payment of the premiums.

## WHAT IS NOT INSURED – EXCLUSIONS

### THIS POLICY DOES NOT PROVIDE FOR ANY INSURANCE BENEFITS IN CONNECTION WITH:

- (a) Pre-contractual circumstances, i.e. such conditions which were incurred or known to **You** prior to conclusion of the **Insurance Policy** (*pre-contractual circumstance refers to a condition that, with sufficient certainty and within all reasonable mechanical or electrical probability, relates to the mechanical fitness for use of **Your Product** before this **Policy** was purchased*).
- (b) Improper packaging and/or transportation by **You** or **Your** representative resulting in damage to the **Product** while it is in transit, including improperly securing the **Product** during transportation.
- (c) Any indirect and/or **Consequential Loss** whatsoever.
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us**.
- (e) Damage from freezing, overheating, rust, corrosion, warping or bending.
- (f) Wear and tear, or gradual deterioration of **Product** performance.
- (g) The intentional or negligent 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 a software virus or any other software based malfunction.
- (i) Loss, theft, or malicious mischief.
- (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 or hostile action.
- (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 production or component deficiencies, improper construction or other **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 regular 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 errors, 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 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.
- (u) Liability, 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 part that is intended to be a consumable part.
- (w) Insured events where **Proof of Purchase** had not been provided except where **We** agree to enter into the settlement.
- (x) Claims for the restoration of software or data, or for retrieving data from **Your Product**.

## WHAT IS TO BE OBSERVED WHEN AN INSURED EVENT OCCURS

**IMPORTANT:** THE ASSERTION OF AN INSURANCE CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO **YOUR PRODUCT** IS COVERED UNDER **YOUR POLICY**. THE CLAIMS FOR BENEFITS PROVIDED FOR IN THIS **POLICY** MAY EXPIRE IF **YOU** MAKE UNAUTHORISED REPAIRS.

Please take the actions described below and/or comply with **Your** obligations described below to obtain a cover note and corresponding service as soon as reasonably possible and in any event within fourteen (14) working days of the claim incident occurring. Failure to comply with these obligations may invalidate **Your** claim for coverage (see below).

When **You** report an insured event **Microsoft** will ask **You** questions about **Your** insured event and the nature of any **Breakdown**. **You** must answer these questions truthfully and to the best of **Your** knowledge and take reasonable efforts not to provide incorrect information as the provision of incomplete or incorrect information may invalidate **Your insurance coverage**.

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 for the insured event 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 for the insured event that **We** gave to **You**.

NOTE: If **We** require **You** to mail the **Product** to **Microsoft**, **We** will provide **You** with 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 PAYMENT OF A FEE. ONLY MICROSOFT OR AN AUTHORISED SERVICE PROVIDER APPROVED BY US MAY PERFORM SERVICE ON THE PRODUCT.**

#### MICROSOFT'S RESPONSIBILITIES

- (a) After **You** mail-in **Your Product**, **Microsoft** will inspect it.
- (b) **Your** postage costs will be refunded by **Microsoft**, if an insured event is given and postage is not pre-paid to **You**.
- (c) If **Microsoft** determines that **Your Product** malfunctioned in a manner covered under this **Policy**, **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 **Our** property and the **Replacement Product** is **Your** property, with insurance 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 insurance 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 OBLIGATIONS

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

- (a) Provide **Microsoft** with the serial number of **Your Product**.
- (b) Provide any and all information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- (c) Upon request to provide any and all information required, in particular about **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, steps 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 asserting insurance claims.
- (e) Follow the instructions **Microsoft** gives **You**, in particular 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.**

#### CONSEQUENCES OF BREACH OF OBLIGATIONS

Considerable legal disadvantages may occur should **You** breach an obligation existing at the time and after materialisation of an insured event.

Should the breach of obligation be made intentionally, the **Insurer** shall be exempted from its duty to provide benefits. Should the breach of obligation be made in a grossly negligent manner, the **Insurer** shall be entitled to reduce the benefit in a ratio that corresponds to the severity of the negligence. The reduction may lead to a complete release from the duty to provide benefit. If **You** can prove to the **Insurer** that the obligation has not been breached in gross negligence, the entitlement to benefits shall remain intact.

The entitlement to benefits shall also remain intact if **You** can prove that the breach of the obligation was not the cause for the occurrence or identification of the insured event or for the scope of the **Insurer's** duty to provide benefits. The same shall apply if the **Insurer** has not informed **You** about these legal consequences by separate message in text form.

In case of fraudulent breach of an obligation, the **Insurer** shall also be exempted from its duty to provide benefits if the breach of obligation was not the



cause for the materialisation or identification of the insured event, or for the identification or scope of **Our** duty to provide benefits.

#### **FRAUD**

If **You** assert claims against the insurance with fraudulent intent or if **You** use any fraudulent means under this **Policy**, **You** will forfeit all claims for benefits under this **Policy** and **Your** insurance coverage will instantly cease. 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** insured event and reserves the right to recover from **You** the cost of any investigation into a fraudulent claim under this **Policy**.

### **RENEWAL OF THE POLICY**

This **Policy** may be renewed after its **Term** expires, at **Our** discretion. If **We** offer to **You** to renew **Your** insurance, 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.

### **YOUR RIGHT OF CANCELLATION**

#### **Right of cancellation**

You may cancel your contractual declaration within 14 days in writing without stating reasons (e.g. letter, fax, email). The period begins after you have received the insurance certificate, the terms of contract including the general terms and conditions of insurance, the further information pursuant to section 7 subsections (1) and (2) of the Insurance Contract Act in conjunction with sections 1 to 4 of the Information Obligation Ordinance on the Insurance Contract Act (VVG-Informationspflichtenverordnung) and this information about rights of cancellation but not prior to performance of our obligations in accordance with section 312i subsection (1), sentence 1, of the Civil Code in conjunction with Article 246c of the Introductory Act to the Civil Code. Dispatching the cancellation in good time suffices to meet the cancellation deadline. The cancellations are to be addressed to:

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)

#### **Consequences of cancellation**

Insurance protection will be terminated in the event of effective cancellation, and the insurer will refund to you the share of the premiums incurred for the period subsequent to receipt of the cancellation if you have agreed to insurance protection commencing prior to the end of the cancellation period. The insurer may retain the share of the premium accounted for by the period until receipt of cancellation in this case; the amount is as follows: €0.00. The refund of repayable amounts will take place promptly, at the latest 30 days after receipt of the cancellation. If insurance protection does not commence prior to the end of the cancellation period, effective cancellation will cause payments received to be refunded and benefits drawn (e.g. interest) to be surrendered. If you have effectively exercised your right pursuant to section 8 of the Insurance Contracts Act, you are no longer bound to the policy which is related to the insurance contract. A related contract is given when it has a reference to the cancelled contract and relates to a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may be neither agreed nor required.

#### **Particular remarks**

Your right of cancellation expires if, at your explicit request, the contract has been fully performed both by you and by ourselves prior to your exercising your right of cancellation.

#### **End of the information about rights of cancellation**

### **TERMINATION**

### Your right of termination

**You** may give notice of termination of this insurance policy at any time by contacting **Us**, adhering to a period of notice of thirty (30) days. **Your** insurance policy shall then end upon the expiration of the thirtieth (30<sup>th</sup>) day after receipt of the notice of termination by **Us**. Any premiums already paid will be refunded to **You** on a pro-rata basis.

Please address your notice of termination to:

Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland,

or

by phone at the telephone number to be found at <http://support.microsoft.com>

or

by email to [msepb@microsoft.com](mailto:msepb@microsoft.com).

## COMPLAINTS

It is always **Our** 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: [msepb@microsoft.com](mailto:msepb@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)

**You** can also contact the following supervisory authority at any time:

German Federal Financial Supervisory Agency  
Department of Insurance  
Graurheindorfer Strasse 108  
53117 Bonn.

and

Financial Conduct Authority  
25 The North Colonnade, Canary Wharf  
London E14 5HS  
England

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

## PRIVACY AND DATA PROTECTION

**By purchasing this Policy from the Insurer, You give Your consent to the use of Your personal data in accordance with the following description. Therefore, please read the following data protection regulations carefully.**

### 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.

### 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** obtain 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 in particular AmTrust Financial Services Inc., 59 Maiden Lane, 43rd Floor, New York NY 10038, USA and Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. Please note that the United States of America are not among the countries the European Commission considers to have appropriate level of data protection.

#### YOUR RIGHTS

According to the provisions of the Data Protection Act 1992 (8 December 1992), **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information the **Insurer** and **Microsoft** hold about **You**. If **You** believe that any of the information the **Insurer** or **Microsoft** is holding is incorrect or incomplete, please let **Us** know as soon as possible. To be provided with a copy of the information.

**You** can withdraw **Your** permission, completely or in parts, at any time with effect for the future. However, please note that the **Insurer** and **Microsoft** in such case may not be able to provide the insurance benefits or may not be able to provide them to the full extent.

#### 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 a member of the UK compensation fund:  
Financial Services Compensation Scheme (FSCS)

Registered Office: 7th Floor, Lloyds Chambers  
1 Portsoken Street  
London E1 8BN  
England

If the **Insurer** is unable to meet its financial obligations, **You** may receive a compensation from the FSCS, 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 by the scheme. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), or by telephone at +44 207 892 7300.

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### GENERAL PROVISIONS

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#### LAW

This **Policy** is governed by German laws.

#### 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 AND WAIVER

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.

#### 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 to **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 **Insurance Certificate**, 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.

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