

# Microsoft Complete for Devices

## Insurance Product Information Document

**Company:** AmTrust International Underwriters DAC, a company registered in Ireland (under company registration number 169384), which is regulated by the Central Bank of Ireland. Its registered address is 6-8 College Green, Dublin 2, D02 VP48, Ireland.

**Product:** Accidental Damage and Breakdown Insurance

This document summarises the key features of your policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

- If you purchased this policy for a Microsoft Surface series device, this policy provides cover for the repair and/ or replacement of your eligible Microsoft Surface series device against breakdown and accidental damage during the term as shown in your proof of purchase and/or summary of cover, up to a maximum of two (2) claims for the Surface series device, and a maximum of one (1) claim for Surface-branded accessories and a power supply unit when included in the original device packaging, once the two (2) claim Surface series device limit is reached, cover under this policy will end, regardless of any remaining time under the current policy term (limit of liability).
- If you purchased this policy for an Xbox console, this policy provides cover for repair and/or replacement of your Xbox console against breakdown and accidental damage during the term as shown in your proof of purchase and/ or summary of cover up to a maximum of one (1) claim for the Xbox console and when an Xbox controller is included in the original device packaging, additional cover is provided for two (2) claims for an Xbox standard controller OR one (1) claim for an Xbox Elite controller, once the Xbox console claim limit is reached, cover under this policy will end, regardless of any remaining time under the current policy term (limit of liability).



### What is insured?

The following may be insured under your 'Microsoft Complete for Devices' policy. Details of the cover applicable can be found on your proof of purchase and/or summary of cover.

#### Surface series device

- ✓ Accidental damage and/or breakdown.
- ✓ Cover is provided for repair or replacement of your eligible Microsoft Surface series device if breakdown or accidental damage occurs during the policy term as shown in your proof of purchase and/or summary of cover, up to a maximum of:
  - ✓ Two (2) claims for the Surface series device.
  - ✓ One (1) claim for the power supply unit with attaching cords when included in the original device packaging.
  - ✓ One (1) claim per Surface-branded accessory when included inside the original device packaging.

#### Xbox

- ✓ Accidental damage and/or breakdown.
- ✓ Cover is provided for repair or replacement of your eligible Xbox series device in the event that breakdown or accidental damage occurs during the policy term as shown in your proof of purchase and/or summary of cover, up to a maximum of:
  - ✓ One (1) claim for your Xbox console.
  - ✓ One (1) claim for the power supply unit with



### What is not insured?

- ✗ Products that are intended for commercial use.
- ✗ 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.
- ✗ Damage to or malfunction of your product caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.

For claims for an eligible Surface series device, a deductible of €49.00 per claim is applied.



### Are there any restrictions on cover?

- ! In order to be eligible for cover, the product must be:
  - ! an eligible Microsoft Surface or Xbox series device.
  - ! purchased from Microsoft or an approved retailer.

attaching cords when included in the original device packaging.

**When an Xbox controller is included in the original device packaging, additional cover is provided for:**

- ✓ Two (2) claims for your Xbox standard controller OR
- ✓ One (1) claim for your Xbox Elite controller.

! solely intended for normal residential/personal use (NOT intended for commercial use, such as rental, business, educational, charity or institutional use).



#### Where am I Covered?

- ✓ Ireland.



#### What are my obligations?

- ! Claims must be notified to the administrator as soon as reasonably possible.
- ! It is your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services covered under the policy. Software and/or data transfer or restoration services are not covered.
- ! You must follow the claims procedure set out in the policy, including to provide a copy of the proof of purchase, to provide the information specified, and to update the product software to currently published releases prior to seeking claims service.
- ! You must answer questions truthfully and to the best of your ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate your policy.



#### When and how do I pay?

Payment is taken in full upon purchase of the 'Microsoft Complete for Devices' policy.



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

Cover for a breakdown begins upon expiry of the manufacturer's original parts and/or labour warranty and continues for the remainder of your term as shown on your proof of purchase and/or summary of cover or until the limit of liability is reached, whichever is sooner.

Cover for accidental damage begins on the policy purchase date as shown on your proof of purchase and/or summary of cover and continues for the remainder of your term as shown on your proof of purchase and/or summary of cover or until the limit of liability is reached, whichever is sooner.



#### How do I cancel the contract?

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

- Email: [msepb@microsoft.com](mailto:msepb@microsoft.com)
- Phone: Phone numbers can be found at <https://aka.ms/GlobalSupportPhoneNumbers>
- Write: Insurance Policy Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

#### COOLING OFF PERIOD

If your cancellation request is within forty-five (45) days of the policy purchase date, you will receive a one hundred percent (100%) refund of the policy purchase price paid by you unless you have already made a claim(s) under the policy then there will be a deduction of the value of the claim(s) you received from any refund.

#### AFTER THE COOLING OFF PERIOD

If your cancellation request is made after forty-five (45) days of the policy purchase date, you will receive a pro-rata refund of the policy purchase price paid by you unless you have already made a claim(s) under the policy then there will be a deduction of the value of the claim(s) you received from any refund.

## “MICROSOFT COMPLETE FOR DEVICES”

### Consumer Insurance Policy Terms & Conditions

These terms and conditions are in addition to rights and protections provided under any consumer protection laws and regulations which apply in the country where **You** live.

Thank **You** for **Your** recent purchase of ‘Microsoft Complete for Devices’. This document, together with **Your Summary of Cover** and **Proof of Purchase**, forms **Your** insurance policy (the ‘**Policy**’).

Please keep this important terms and conditions document and the **Proof of Purchase** together in a safe place, as both will be needed at the time of a **Claim**. The information contained in this **Policy** is intended to serve as a valuable reference guide to help **You** determine and understand what is **Covered** under **Your Policy**. For any questions regarding the information contained in this **Policy**, or **Your Cover** in general, please contact the **Administrator** using this website: <https://support.microsoft.com>.

This **Policy** is underwritten 100% by AmTrust International Underwriters DAC (“**Insurer**”), registered in Ireland (company registration number 169384). Its registered address is at 6-8 College Green, Dublin 2, D02 VP48, Ireland. The **Insurer** is authorised and regulated by the Central Bank of Ireland, with firm reference number C33525. Contact details for the Central Bank of Ireland are Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3, Ireland. These details can be checked on the Central Bank of Ireland’s register by visiting [www.centralbank.ie](http://www.centralbank.ie) or calling +353 (0)1 224 6000.

If **You** would like to receive a copy of **Your Policy** documentation in paper format free of charge, please contact **Us** via the **Administrator** by emailing [msespbus@microsoft.com](mailto:msespbus@microsoft.com) or writing to Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Please make sure to state **Your Policy** number, the main policyholder’s name, and the address to which **You** would like the **Administrator** to send the paper copy.

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

### DEFINITIONS

Throughout this **Policy** terms and conditions document, the following capitalised and bolded words have the stated meaning:

- **“Accidental Damage”**: physical damage to the **Product** following a sudden and unforeseen accident which affects the functionality of **Your Product** and is not otherwise specifically excluded from this **Policy**.
- **“Administrator”**: Microsoft Ireland Operations Limited located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Website [www.microsoft.com](http://www.microsoft.com).
- **“Breakdown”**: the mechanical and/or electrical failure of the **Covered Product** that results in it no longer being able to perform its intended function, including defects in materials or workmanship and not normal wear and tear, and that occurs during normal use of the **Product**.
- **“Claim(s)”**: a request for **Repair** and/or **Replacement** in accordance with this **Policy** made by **You**.
- **“Cover”, “Covered”**: has the meaning given in the “What Is Covered – General” section of this **Policy**.
- **“Deductible”**: the amount **You** are required to pay, per **Claim**, for services **Covered** under this **Policy** (if any).
- **“Limit of Liability”**: **Our** maximum liability to **You** for any **Claim** and in total during the **Term** of the **Policy** as detailed in the “Cover Policy Options”
- **“Manufacturer”, “Microsoft”**: Microsoft Corporation located at One Microsoft Way, Redmond, WA 98052 USA, the original equipment manufacturer. Website is [www.microsoft.com](http://www.microsoft.com).
- **“Policy”**: The contract between **You** and **Us**, which is made up of this terms and conditions document, **Proof of Purchase** and **Summary of Cover** detailing all cover provisions, conditions, exclusions, and limitations for the ‘Microsoft Complete for Devices’ policy that has been provided to **You** upon purchase.
- **“Product” “Covered Product”**: the eligible **Microsoft** Surface or Xbox series device(s) purchased by **You** that is **Covered** under this **Policy**, excluding Surface Hub and Surface Duo models.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which the **Policy** and **Covered Product** were purchased, as well as the **Term** and specific plan under the “Cover Policy Options” section.
- **“Repair(s)”**: the actions **Microsoft** take to mend, remedy, or restore **Your Covered Product** to a sound functioning state following an **Accidental Damage** or **Breakdown Claim**. Parts used to Repair the **Product** may be new, used or refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original **Product**.
- **“Replace”, “Replacement”**: an item supplied to **You** through the **Administrator’s** arrangement in the event **Microsoft** determine the **Covered Product** is not suitable for **Repair**. **Microsoft** reserve the right to **Replace** the **Covered Product** with a new, rebuilt, or refurbished model of equal or similar features and functionality. **Microsoft** makes no guarantee that a **Replacement** will be the same model, size, dimensions, or colour as the previous **Product**.
- **“Retailer”**: the seller that has been authorised by **Microsoft** to sell this **Policy** to **You**.
- **“Summary of Cover”**: **Your** online **Microsoft** account and/or the email confirmation sent by **Microsoft**, which confirms **Your Cover** under this **Policy**.
- **“Term”**: the duration of the **Policy** (e.g., 2 or 3 years) by which

the provisions of this **Policy** are valid as stated on **Your Summary of Cover** and/or **Proof of Purchase**.

- **“Territory”**: the country where **Your Policy** was purchased and is valid in, specified in the “Territory” section below.
- **“We”, “Us”, “Our”**: the **Insurer**, AmTrust International Underwriters DAC.
- **“You”, “Your”**: the purchaser/owner of the **Product(s) Covered**

by this **Policy**. In the event of an eligible transfer, this definition refers to the person to whom this **Policy** has been properly transferred.

#### TERRITORY

This **Policy** is valid and eligible for purchase in Ireland only.

#### EFFECTIVE DATE OF COVER AND POLICY TERM

1. **Cover** for **Accidental Damage** begins as shown on **Your Proof of Purchase** and/or **Summary of Cover** and continues for the remainder of **Your Term** or until the **Limit of Liability** is reached, whichever is sooner.
2. **Cover** for a **Breakdown** begins upon expiration of the **Manufacturer’s** original parts and/or labour warranty and continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** and/or **Summary of Cover** or until the **Limit of Liability** is reached, whichever is sooner.

#### PRODUCT ELIGIBILITY

In order to be eligible for **Cover** under this **Policy**, the **Product** must: (i) be a **Covered Product**; (ii) be purchased from **Microsoft** or an authorised **Retailer**; and (iii) have a minimum twelve (12) months **Manufacturer’s** warranty attached to the **Product**.

#### WHAT IS COVERED – GENERAL

During the **Term** described in the ‘Effective Date of Cover and Policy Term’ section, in the event of a **Covered Claim** for **Breakdown** or **Accidental Damage**, this **Policy** provides for:

- i. the labour and/or parts necessary to **Repair** the **Product**; or
- ii. at **Microsoft’s** sole discretion, a **Replacement** for the **Covered Product** in lieu of such **Repair**; or
- iii. a straight **Replacement** for the **Covered Product** if detailed under **Your Summary of Cover**.

**Microsoft** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Policy**. If **Microsoft** decides to **Replace Your Product**, technological advances may result in a **Replacement** with a lower selling price than the previous **Covered Product**, and no reimbursement based on any **Replacement** item cost difference will be provided. Any and all parts or units **Replaced** under this **Policy** become **Microsoft’s** property in their entirety. When a **Replacement** is applicable and provided in lieu of **Repair**, any accessories, attachments and/or peripherals that are integrated with the **Product**, but that were not provided and included by the **Manufacturer** in the packaging and with the original sale of the **Covered Product**, will not be included with such **Replacement**.

Please refer to the “Cover Policy Options” section that is applicable to **Your Policy** for full details.

#### IMPORTANT NOTICES REGARDING COVER UNDER THIS POLICY

- A. If **Microsoft** provides a **Replacement** to **You** any or all of the following may apply:
  - ▶ **Microsoft** 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 **Microsoft’s** property in their entirety.
- B. **Cover** described under this **Policy** shall not replace or provide any duplicative benefits during any valid **Manufacturer’s** warranty. During such period, anything covered under the **Manufacturer’s** warranty is the sole responsibility of the **Manufacturer** and shall not be **Covered** under this **Policy**; regardless of the **Manufacturer’s** ability to fulfil its obligations.
- C. **Cover** under this **Policy** is limited to that which is specifically described in this document, as applicable to **Your Policy**. Anything not specifically expressed within this **Policy** is not **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft’s** affiliates).
- 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**.

## COVER POLICY OPTIONS

(As indicated on **Your Proof of Purchase** and/or **Summary of Cover** and applicable to **You**).

Details regarding **Your Policy** can be found at <https://support.microsoft.com/en-us/warranty>.

When purchased, this **Policy** provides the **Cover** that is described in the “What is **Covered** – General” section, including **Breakdown** and/or **Accidental Damage**, subject to the following provisions:

### **SURFACE POLICY COVERED PRODUCTS**

Surface series device plus any other components contained in the original device packaging, such as Surface-branded accessories and a power supply unit with attached cords, if any, are **Covered** under this **Policy**.

### **SURFACE POLICY LIMIT OF LIABILITY**

Under **Your Surface Policy**, **You** are **Covered** for a maximum of two (2) **Claims** for a **Covered Product** and a maximum of one (1) **Claim** for Surface-branded accessories and a power supply unit when included in the original device packaging (as shown in the table below), during the **Policy Term** for the **Repair** and/or **Replacement** of **Your** device in the event of **Breakdown** or **Accidental Damage**, subject to the **Limit of Liability**.

ONCE THE TWO (2) **CLAIM** SURFACE SERIES DEVICE LIMIT IS REACHED, **COVER** UNDER THIS **POLICY** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **POLICY TERM**.

COVERED COMPONENT	MAXIMUM NUMBER OF COVERED CLAIMS
Surface series device	two (2)
Power supply unit with attaching cords when included in the original device packaging	one (1)
Surface-branded accessories when included in the original device packaging	one (1) per accessory

### **XBOX POLICY COVERED PRODUCTS**

Xbox console plus any other components contained in the original device packaging, such as associated power supply unit with attaching cords plus Xbox controller(s), are **Covered** under this **Policy**.

### **XBOX POLICY LIMIT OF LIABILITY**

Under **Your Xbox Policy**, **You** are **Covered** for a maximum of one (1) **Claim** for an Xbox console and maximum of two (2) **Claims** for an Xbox standard controller, OR a maximum of one (1) **Claim** for an Xbox Elite controller and a maximum of one (1) **Claim** for a power supply unit when included in the original device packaging (as shown in the table below), during the **Policy Term** for the **Repair** and/or **Replacement** of **Your Product** in the event of **Breakdown** or **Accidental Damage**, subject to the **Limit of Liability**.

ONCE THE XBOX CONSOLE **CLAIM** LIMIT IS REACHED, **COVER** UNDER THIS **POLICY** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **POLICY TERM**.

COVERED COMPONENT	MAXIMUM NUMBER OF COVERED CLAIMS
Xbox console	one (1)
Power supply unit with attaching cords when included in the original device packaging	one (1)
Xbox controller when included in the original device packaging	Xbox standard controller two (2) or Xbox Elite controller one (1)

### **DEDUCTIBLE**

Under **Your Surface Policy**, a **Deductible** of €49.00 per **Covered Claim** for **Your** eligible Surface series device must be paid at the time services are authorised by the **Administrator**.

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

## **COVER OF REPLACEMENT PRODUCT**

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

## **WHAT IS NOT COVERED – EXCLUSIONS**

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

- |   |  |
|---|--|
| <p>a) Pre-existing Conditions incurred by <b>You</b> or known to <b>You</b>. “Pre-existing conditions” refers to damages or defects associated with the <b>Product</b> that existed before this <b>Policy</b> was purchased).</p> <p>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.</p> <p>c) Any indirect loss (which refers to a loss or cost incurred by <b>You</b> resulting from an insured event but which itself is not specifically <b>Covered</b> under this <b>Policy</b>) including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined <b>Breakdown</b>, or <b>Accidental Damage</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-<b>Covered</b> 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) a <b>Replacement</b> that is a different model, size, dimension or colour as the previous <b>Product</b>.</p> <p>d) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the <b>Product</b>, or a <b>Replacement</b> provided under the provisions of this <b>Policy</b>.</p> <p>e) Modifications, adjustments, alterations, manipulation, or repairs made by anyone other than a service technician authorised by <b>Microsoft</b> or other than in accordance with <b>Manufacturer’s</b> specifications.</p> <p>f) <b>Products</b> that are intended for Commercial Use (“Commercial Use” refers to rental, business, educational, charity, institutional or any other non-residential use).</p> <p>g) Damage from freezing, overheating, rust, corrosion, warping or bending.</p> <p>h) Wear and tear, or gradual deterioration of <b>Product</b> performance.</p> <p>i) The intentional treatment of the <b>Product</b> in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.</p> <p>j) Damage to or malfunction of <b>Your Product</b> caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.</p> | <p>k) Loss, theft, or malicious mischief or disappearance.</p> <p>l) Events which happen by chance, including, for example: 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, governmental act, or internet or other telecommunications malfunction.</p> <p>m) Lack of performing the <b>Manufacturer’s</b> recommended maintenance, operation/storage of the <b>Product</b> in conditions outside of the <b>Manufacturer’s</b> specifications or instructions.</p> <p>n) <b>Product(s)</b> that are subject to a <b>Manufacturer’s</b> recall, warranty, or rework to repair design or component deficiencies, improper construction, <b>Manufacturer</b> error regardless of the <b>Manufacturer’s</b> ability to pay for such repairs.</p> <p>o) <b>Product(s)</b> that have removed or altered serial numbers.</p> <p>p) Cosmetic damage to <b>Your Product</b>, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.</p> <p>q) Normal periodic or preventive maintenance, adjustment, modification, or servicing.</p> <p>r) Accessories or add-on items that are not listed in the “Cover Policy Options” provision above (regardless of whether such were originally supplied by <b>Microsoft</b> within a single, all-in-one packaged purchase).</p> <p>s) Cost of component parts not <b>Covered</b> by the <b>Product’s</b> original <b>Manufacturer’s</b> warranty, or any non-operating/non-power-driven part, including, for example: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this <b>Policy</b>), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.</p> <p>t) Any <b>Claim</b> where <b>Proof of Purchase</b> had not been provided except where <b>We</b> and <b>Microsoft</b> agree to transfer the benefit of the <b>Policy</b>.</p> <p>u) Any <b>Claim</b> for the restoration of software or data, or for retrieving data from <b>Your Product</b>.</p> <p>v) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.</p> <p>w) Any <b>Claim</b> or benefit under this <b>Policy</b> to the extent the provision of such <b>Cover</b>, payment of such <b>Claim</b> or provision of such benefit would expose <b>Us</b> to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.</p> |
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## CLAIMS

**IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE ACCIDENTAL DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR POLICY. IN ORDER FOR A CLAIM TO BE CONSIDERED YOU WILL NEED TO FIRST CONTACT THE ADMINISTRATOR FOR INITIAL DIAGNOSIS OF THE PROBLEM WITH YOUR PRODUCT. THERE IS NO COVER UNDER THIS POLICY FOR ANY DAMAGE CAUSED TO YOUR PRODUCT BY AN UNAUTHORISED REPAIR(S).**

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible. Failure to observe these procedures may invalidate **Your Claim**.

Please have **Your Proof of Purchase** readily available and call the **Administrator** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <https://support.microsoft.com/en-us>. The **Administrator's** 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 the **Administrator** is 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 send **Your Product** anywhere unless **Microsoft** instructs **You** to do so. If **You** are instructed by **Microsoft** to take the **Product** to an authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot centre), please be sure to include all of the following:

- a) The defective **Product**;
- b) A copy of **Your Proof of Purchase**;
- c) A brief written description of the problem **You** are experiencing with the **Product**; and
- d) A prominent notation of **Your Claim** service request number that **Microsoft** gave to **You**.

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

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

## FRAUD

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

- a) are not liable to **Cover** the **Claim**; and
- b) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under (1) (b) above:

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

## RENEWABILITY

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

## TRANSFERABILITY

**Cover** under this **Policy** may be transferred by **You** to another individual who is a resident in the **Territory** by contacting the **Administrator** via email at: [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com) or by phone at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers>.

## CANCELLATION

### YOUR RIGHT TO CANCEL

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

**You** may contact the Administrator via email at [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com), call the **Administrator** at the phone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or **You** may write to the **Administrator** at: Insurance **Policy** Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, **You** may use the cancellation form at the end of this terms and conditions document.

### **COOLING OFF PERIOD**

If **You** cancellation request is within forty-five (45) days of the **Policy** purchase date, **You** will receive a one hundred percent (100%) refund of the **Policy** purchase price paid by **You** unless **You** have already made a **Claim(s)** under the **Policy** then there will be a deduction of the value of the **Claim(s)** **You** received, from any refund.

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

If **You** cancellation request is made after forty-five (45) days of the **Policy** purchase date, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You** unless **You** have already made a **Claim(s)** under the **Policy** then there will be a deduction of the value of the **Claim(s)** **You** received, from any refund.

### **OUR RIGHT TO CANCEL**

If **We** cancel this **Policy**, **We** and/or the **Administrator** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Policy**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

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

- a) non-payment of the **Policy** purchase price 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 **Our** and **Microsoft's** intention to provide **You** with a first-class service. However, if **You** are not happy with the service please notify **Us** via one of **Microsoft's** representatives at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email: [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

**Microsoft** will acknowledge **Your** complaint within five (5) business days following receipt of it and will provide progress updates telling **You** what is being done to deal with **Your** complaint. In most cases **Your** complaint will be resolved within forty (40) business days. If it will take longer than forty (40) business days, **Microsoft** will explain the current position and let **You** know when **You** can expect a response.

If **Microsoft** fails to acknowledge **Your** complaint within five (5) business days of receiving it, keep **You** informed of progress, and if after forty (40) business days **You** have not received an answer to **Your** satisfaction, **You** may have the right to contact the Financial Services and Pensions Ombudsman who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than €3 million.

Further information can be found at: <https://www.fspo.ie>

Financial Services and Pensions Ombudsman, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Telephone: +353 1 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

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

## **PRIVACY AND DATA PROTECTION**

**We**, **Microsoft** and the **Administrator** are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the data controllers are **Microsoft** and **Us**. For information on how **Microsoft** processes **Your** personal data please visit <https://privacy.microsoft.com/en-us>. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at <https://www.amtrustinternational.com/about-us/underwriting>.

### **HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH**

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

- a) For the purposes of providing insurance, handling **Claims** and any other related purposes. This may include underwriting decisions made via automated means, this is for the performance of the insurance contract between **You** and **Us**.



- b) For research, or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes.
- c) To provide **You** with information, products, or services that **You** request from **Us** or which **We** feel may interest **You** as part of the contract.
- d) To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- e) To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations.

### **DISCLOSURE OF YOUR PERSONAL DATA**

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

### **INTERNATIONAL TRANSFERS OF DATA**

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. **We** use the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

### **YOUR RIGHTS**

Individuals in the EEA have several rights in connection with their personal information. These rights only apply in certain circumstances and are subject to certain legal exemptions. These rights include a right to request a copy of the personal information **We** hold about **You**.

**You** have the right to:

- a) Access and obtain a copy of the personal data **We** hold about **You** and information about how **We** use it.
- b) Ask to update or correct any inadequate, incomplete, or inaccurate data.
- c) Request erasure of **Your** personal data. This right is sometimes referred to as 'the right to be forgotten'. Under certain circumstances, such as when **You** have revoked **Your** previously given consent and there is no other legal ground available for **Us** to process **Your** personal data, **You** may request to have **Your** personal data erased.
- d) Restrict and to object the processing of **Your** data. However, this right only applies in certain circumstances. Where **We** suspend **Our** use of **Your** personal information, **We** will still be permitted to store **Your** personal information, but any other use of this information while **Our** use is suspended will require **Your** consent, subject to certain exemptions.
- e) Ask **Us** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller. However, this right only applies in certain circumstances.
- f) Not be subject to a decision which is based solely on automated processing (without human involvement) where that decision produces a legal effect or otherwise significantly affects **You**. However, this right only applies in certain circumstances.
- g) Withdraw **Your** consent to process at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.
- h) Object to the processing of **Your** personal data for direct marketing purposes at any time.
- i) Lodge a complaint with the local data protection authority.

If **You** wish to exercise the following rights, please contact **Us** using the details below or **You** may submit requests via **Our** website by clicking [here](#).

To ensure **We** only disclose personal information where **We** know **We** are dealing with the right individual, **We** will ask **You** for proof of identity when making a request to exercise any of these rights. **We** will respond to all valid requests within one month, provided **We** have all the information required to respond.

For every request, **We** will make a priority to resolve **Your** complaints as quickly as possible. **Our** relevant data protection authority is the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28. Telephone number is +353 1 7650100 or by Webform available at <https://www.dataprotection.ie/en/contact/how-contact-us>.

### **RETENTION**

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International, - please see

website for full address details and **Our** full privacy policy ([AIU\\_DAC Data Privacy Notice October2021.pdf.aspx \(amtrustinternational.com\)](https://www.amtrustinternational.com/AIU_DAC_Data_Privacy_Notice_October2021.pdf.aspx)) or alternatively email the Data Protection officer at [dpo.dublin@amtrustgroup.com](mailto:dpo.dublin@amtrustgroup.com).

## INSURANCE COMPENSATION FUND

**You** may be entitled to compensation from the scheme in the unlikely event that the **Insurer** cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or €825,000 whichever is the lesser. Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website at the following link: <https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>.

## 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 Ireland.

### **SUBCONTRACT; ASSIGN**

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

### **WAIVER AND SEVERABILITY**

The failure or delay of any party to enforce any provision hereunder shall not constitute a waiver of any such right. If any provision of these terms and conditions should be declared unenforceable or invalid under any applicable law, such provision shall be interpreted to confirm with such legal authority, and in all other respects the terms and conditions shall remain in full force and effect.

### **STAMP DUTY**

Stamp Duty will be paid to the Revenue Commissioners in accordance with the provisions of section 5 of the Stamp Duties Consolidation Act 1999.

### **STATEMENT AS TO MONIES PAYABLE**

All monies which become payable under this **Policy** shall, in accordance with section 93 of the Insurance Act 1936, be payable in Ireland.

### **NOTICES**

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

### **ELECTRONIC COMMUNICATIONS**

To communicate with **You** electronically regarding:

- a) notices under **Your Policy**;
- b) information concerning any **Claim(s)**;
- c) updates to **Your** complaint(s); and
- d) to provide **You** with relevant information which may apply to **You** regarding **Your Policy**.

By purchasing the **Policy**, **You** consent to conduct business electronically, provide consent electronically and receive communications, disclosures and notices electronically. The **Insurer** and/or the **Administrator** and/or **Microsoft** may contact **You** through electronic means of communication, such as e-mail and/ or notifications in **Your Microsoft** online account.

If **You** do not wish to be contacted through electronic means of communication, please contact **Us** via the **Administrator** by emailing [mnespbus@microsoft.com](mailto:mnespbus@microsoft.com) or writing to Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, and **We** and/or the **Administrator** will send **You** relevant information about **Your Policy** in paper form to **Your** address at no cost to **You**.

## ENTIRE AGREEMENT

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

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

### Cancellation form

If You wish to cancel the Policy, please complete and return this form.

-To Insurance Policy Cancellations, Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland, or email [msepbus@microsoft.com](mailto:msepbus@microsoft.com):

-I hereby cancel the Policy concluded by me for the following device(s):

Not sure which device you have? [Find out here](#)

-Name of the customer:

-Serial number:

-Signature of the customer

-Date