

# Microsoft Complete for Business



## Insurance Product Information Document

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

**Product:** Accidental Damage and Breakdown Insurance

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

### What is this type of insurance?

This policy provides coverage for replacement of your eligible Microsoft product against accidental damage and breakdown up to a maximum of two (2) replacements.



#### What is insured?

**The following may be insured under Microsoft Complete for Business. Details of the coverage applicable can be found on your proof of purchase.**

##### ✓ Accidental Damage

Coverage is provided for replacement of your eligible Microsoft product in the event that Accidental Damage occurs up to a maximum of two (2) replacements up to the original purchase price of the product.

##### ✓ Breakdown

Coverage is provided for either repair or replacement of your eligible Microsoft product in the event that the Product suffers a Breakdown up to the original purchase price of the product.



#### What is not insured?

- ✗ Pre-existing damage;
- ✗ Normal wear and tear or gradual deterioration of product performance;
- ✗ Cosmetic damage including marring, scratching and denting, unless such cosmetic damage results in loss of functionality;
- ✗ data loss or restoration.



#### Are there any restrictions on coverage?

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



#### Where am I covered?

- ✓ The country in which you purchased Microsoft Complete for Business.



#### What are my obligations?

- ! Claims must be notified as soon as possible after the claim incident occurs
- ! 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 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 Business product.



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

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

Coverage for damages to Your Product resulting from Accidental Damage begins as shown on Your Policy Details and continues for the Term as shown on Your Policy Details or until the Limit of Liability is reached, whichever is sooner.



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

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

- Write: Insurance Policy Cancellations, Microsoft, Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland
- Email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com)
- Phone: Phone numbers can be found at <http://support.microsoft.com>

##### COOLING OFF PERIOD

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

##### AFTER THE COOLING OFF PERIOD

If your cancellation request is made after forty-five (45) days of the policy purchase date, you will receive a pro-rata refund of the policy purchase price paid by you, provided no claims have been made.

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## “MICROSOFT COMPLETE FOR BUSINESS”

### Commercial Terms & Conditions – Breakdown and Accidental Damage

Thank **You** for **Your** recent purchase of “Microsoft Complete for Business”. Please keep this important terms and conditions document along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a claim. The information contained in this Policy is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Policy. For any questions regarding the information contained in this policy, or coverage in general, please contact the administrator using the details below.

This product meets the demands and needs of those who wish to ensure that their device is protected from breakdown and accidental damage.

#### DEFINITIONS

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

- **“Accidental Damage”, “AD”, “Accidental Damage Protection”, “ADP”**: 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**. *Accidental Damage Coverage is not available for all Product types or Policy options.*
- **“Breakdown”**: the mechanical and/or electrical failure of the **Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and not normal wear/tear, and that occurs during normal use of the **Product**.
- **“Deductible”**: the amount **You** are required to pay, per claim, for services covered under this **Policy** (if any).
- **“Indirect Loss”**: a loss or cost incurred by **You** resulting from an insured event but which itself is not specifically covered under this **Policy**, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Insurer”**: this insurance is underwritten by AmTrust Europe Limited (the “Insurer”), registered in England & Wales, Company No. 1229676. The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firms Ref No. 202189.
- **“Limit of Liability”**: the **Insurer’s** maximum liability for any one claim and in total during the **Term** of the **Policy**, as stated in the ‘Coverage Plan Options’.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandycove Business Estate, Dublin 18, Ireland. Website [www.microsoft.com](http://www.microsoft.com) who is also the administrator / claims administrator of this Policy.
- **“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**.
- **“Pre-Existing Condition”**: damages associated with the Product that existed before this Policy was purchased.
- **“Policy”**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document, **Proof of Purchase** and **Your Policy Details**.
- **“Policy Details”**: the first page of **Your** online **Microsoft** account that confirms **Your** coverage under 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**.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which this **Policy** was purchased, the **Product** purchased and the **Term** period.
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a covered **Breakdown** or **Accidental Damage claim**. *Parts used to Repair the Product may be new, used or refurbished that perform to the factory specifications of the original Product.*
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement in the event **We** determine the original defective **Product** is not suitable for **Repair**. *We will use every reasonable effort to Repair, but We reserve the right to Replace the defective Product, at Our sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality and We make no guarantee that a Replacement will be the same model, size, dimensions or color as the previous Product.*
- **“Retailer”**: the seller that has been authorised by **Us** to sell this **Policy** to **You**.
- **“Term”**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Policy Details**.
- **“We”, “Us”, “Our”**: the **Insurer**, the **Manufacturer**, administrator or claims administrator.
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** covered by this **Policy**.

#### TERM – EFFECTIVE DATE OF COVERAGE

1. Coverage for a **Breakdown** begins upon expiration of the **Manufacturer’s** original parts and/or labour warranty and continues for the remainder of **Your Term** as shown on **Your Policy Details**, or until the **Limit of Liability** is reached, whichever is sooner.
2. Coverage for damages to **Your Product** resulting from **Accidental Damage** begins as shown on **Your Policy Details** and continues for the **Term** as shown on **Your Policy Details** or until the **Limit of Liability** is reached, whichever is sooner.

#### PRODUCT ELIGIBILITY

In order to be eligible for coverage under this **Policy**, the **Product** must be: (a) an eligible Microsoft Surface or Studio device(s); (b) purchased from **Microsoft** or a Microsoft authorised **Retailer**; and (c) have a minimum twelve (12) month **Manufacturer’s** warranty.

#### WHAT IS COVERED – GENERAL

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

## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

- A. If **We** provide a **Replacement** to **You**:
- ▶ **We** reserve the right to replace a defective **Product** with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model, size, dimension or colour as the previous **Product**.
  - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Policy** shall not provide **You** with any reimbursement for such a price difference.
  - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Policy** shall become **Our** property in their entirety.
  - ▶ In all cases accessories, attachments and/or peripherals will not be included or provided in association with a **Replacement**.
- B. Coverage described under this **Policy** shall not replace or provide any duplicative benefits during any valid Manufacturer's warranty period. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall not be covered under this **Policy**; regardless of the manufacturer's ability to fulfil its obligations.
- C. Coverage under this **Policy** is limited to that which is specifically described in this document, as applicable to **Your Policy**. Anything not specifically expressed herein is not covered (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designees).
- D. **Your** responsibilities: It is **Your** responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services covered under this **Policy**. Software and/or data transfer or restoration services are not covered.

## COVERAGE PLAN OPTIONS

*(As indicated on **Your Policy Details** and applicable to **You**)*

If **You** purchased the 'Surface Policy including AD' as indicated on **Your Policy Details**, **Your Policy** includes **Breakdown** Coverage and **Accidental Damage** 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**.

### **ACCIDENTAL DAMAGE**

**You** are covered for a maximum of two (2) claims during the **Policy Term** for the **Repair** or **Replacement** cost of **Your Product** in the event of **Accidental Damage** 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 cumulative maximum amount that **We** are obligated to pay shall not exceed the **Original Purchase Price** of **Your Product** shown on **Your Proof of Purchase** ("**Aggregate Limit**"). The **Repair** and **Replacement** limits that accumulate towards this **Aggregate Limit** are calculated as follows:

- **Repair** limit: The maximum benefit that **We** will provide for all covered **Repairs** for **Breakdowns** or power surge claims (as determined by **Us**) under this **Policy** will not exceed the amount equal to the **Original Purchase Price**. Once this limit is reached, coverage under the **Policy** will end, regardless of any remaining time under the current **Policy Term**.
- Or
- **Replacement**: Up to two (2) **Replacements**, provided at **Our** sole discretion. Once this limit is reached, coverage under this **Policy** will end, regardless of any remaining time under the current **Policy Term**.

**NOTICE – About Replacements:** 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:**

- (a) Pre-Existing Conditions incurred or known to **You**.
- (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 Loss** whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage** event, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Product**; including, but not limited to any non-covered equipment used in association with the **Product**; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by **You** associated with customised installations to fit the **Product** such as third party stands, mounts, and customised alcoves and the like; or

- (v) a **Replacement** that is a different model, size, dimension or colour as the previous **Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Product** or a **Replacement** provided under the provisions of this **Policy**.
- (d) Damage resulting from modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us**.
- (e) Damage resulting from; freezing overheating, rust, corrosion, warping or bending.
- (f) Normal wear and tear or gradual deterioration of **Product** performance.
- (g) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
- (h) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
- (i) Loss, theft, or malicious mischief or disappearance.
- (j) Fortuitous events, including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.
- (k) Damage to the **Product** as a result of failure to follow the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** and **Manufacturer's** specifications or instructions.
- (l) **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.
- (m) **Product(s)** that have removed or altered serial numbers.
- (n) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
- (o) Normal periodic or preventive maintenance, adjustment, modification or servicing.
- (p) Any service of the **Product** that is covered by a manufacturer warranty.
- (q) Accessories and peripherals (such as detachable keyboards), or attachments.
- (r) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens (except as may otherwise be covered as indicated on **Your Policy Details**).
- (s) 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.
- (t) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
- (u) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.

## CLAIMS

**Important:** the submission of a claim does not automatically mean that the 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 **Us** for initial diagnosis of the problem with **Your Product**. This **Policy** may not provide any coverage if **You** make unauthorised repairs.

When **You** make a claim **We** will ask **You** questions about **Your** claim and the nature of any **Breakdown** or **Accidental Damage**. **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**.

Have **Your Proof of Purchase** readily available and call **Us** at 0800 026 0329 or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty) for online web 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 take the **Product** to an authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot centre), please be sure to include all of the following::

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

NOTE: If **We** require **You** to mail the **Product** elsewhere, **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 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 **Us**.

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

property.

**Important:** do not open the **Product**. Opening the **Product** may cause damage that is not covered by this **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**.

#### OUR RESPONSIBILITIES

- (a) After **You** return **Your Product**, **We** will inspect it.
- (b) **Your** postage costs will be refunded by **Us** if the claim is valid and postage is not pre-paid.
- (c) If **We** determine that **Your Product** malfunctioned as described in this **Policy**, then **We** will (at **Our** sole option) **Repair or Replace** it on behalf of the **Insurer**. **We** 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 **We Replace 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 **Our** 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 **Us** with the serial number of **Your Product**.
- (b) Provide information to **Us** 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 **We** give **You**, including but not limited to refraining from sending **Us** 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 DEVICE 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

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

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

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

- a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to 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

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

### CANCELLATION

#### YOUR RIGHT TO CANCEL

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

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

#### COOLING OFF PERIOD

If **You** cancel within forty-five (45) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase price paid by **You**, provided that no claims have been made during that period.

#### AFTER THE COOLING OFF PERIOD

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If **You** cancel 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**, provided no claims have been made.

#### **OUR RIGHT TO CANCEL**

If **We** cancel this **Policy**, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Policy**, **You** will receive a pro-rata refund based upon the same criteria as outlined above.

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

- (a) non-payment of the **Policy** purchase price/fee by **You**,
- (b) deliberate misrepresentation by **You**, or
- (c) substantial breach of duties under this **Policy** by **You** in relation to the **Product** or its use.

### **COMPLAINTS PROCEDURE**

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please notify one of **Our** telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

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

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

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

### **PRIVACY AND DATA PROTECTION**

#### **DATA PROTECTION**

**We** 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 the **Insurer**. Below is a summary of the main ways in which the **Insurer** processes **Your** personal data, for more information please visit the **Insurers** website at [www.amtrusteurope.com](http://www.amtrusteurope.com). For information on how **Microsoft** processes **Your** personal data please visit [Microsoft.com/privacy](http://Microsoft.com/privacy).

#### **HOW THE INSURER USES YOUR PERSONAL DATA AND WHO THE INSURER SHARES IT WITH**

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

- 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 the **Insurer** and **You**.
- For offering renewal, research or statistical purposes, this is for the **Insurer's** legitimate interests: for it to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of the EU.
- To provide **You** with information, products or services that you request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- To notify **You** about changes to **Our** service, this is for the **Insurer's** legal and regulatory obligations.
- To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet the **Insurer's** legal and regulatory obligations based on a jurisdiction within the EU.

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

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

The **Insurer** may also disclose **Your** personal information:

- a) In the event that it sells or buys any business or assets, in which case it may disclose **Your** personal data to the prospective seller or buyer of such business or assets.
- b) If any **Insurer** company or a substantial portion of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

- c) To protect the rights, property, or safety of **Insurer**, its customers, employees or others.

#### **INTERNATIONAL TRANSFERS OF DATA**

The **Insurer** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where the **Insurer** transfers **Your** personal data outside of the EEA, the **Insurer** will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. The **Insurer** only transfers data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, the **Insurer** uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

#### **YOUR RIGHTS**

**You** have the right to:

- a) Object to the processing of **Your** personal data for direct marketing purposes at any time;
- b) Object to the processing of **Your** personal data where processing is based on the **Insurer's** legitimate interests;
- c) Access and obtain a copy of the personal data in the **Insurer's** control and information about how and on what basis this personal data is processed;
- d) Request erasure of **Your** personal data;
- e) Ask to update or correct any inadequate, incomplete or inaccurate data.
- f) Restrict the processing of **Your** data.
- g) Ask the **Insurer** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on **Your** consent or on the performance of a contract with **You** and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw **Your** consent at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.

#### **RETENTION**

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with the **Insurers** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or business relationship with **You**, unless the **Insurer** is required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the **Insurers** use of **Your** personal data, please contact **The Data Protection Officer, AmTrust International - please see website (<https://www.amtrusteurope.com/>) for full address details.**

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

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.

### **GENERAL PROVISIONS**

#### **LAW**

The Parties to this **Policy** are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be subject to the laws of England and Wales.

#### **SUBCONTRACT**

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

#### **WAIVER AND SEVERABILITY**

The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

#### **NOTICES**

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



ENTIRE AGREEMENT

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

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