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## “MICROSOFT COMPLETE FOR BUSINESS PLUS”

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### Commercial Terms & Conditions – Breakdown and Accidental Damage with next business day shipping service

**CONGRATULATIONS!** Thank **You** for **Your** recent purchase of “Microsoft Complete for Business Plus”. 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 [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty).

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#### DEFINITIONS

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

- **“We”, “Us”, “Our”**: the **Insurer**, the **Manufacturer**, administrator or claims administrator.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland. Website [www.microsoft.com](http://www.microsoft.com)
- **“Retailer”**: the seller that has been authorised by **Us** to sell this **Policy** to **You**.
- **“Insurer”**: this insurance is underwritten 100% by AmTrust Europe Limited, whose registered office is at Market Square, St. James’s Street, Nottingham, NG1 6FG United Kingdom (01229676). The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk).
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** covered by this **Policy**.
- **“Product”**: the item that **You** originally purchased, or, at **Our** discretion, a **Replacement** item provided by **Us** that is/to be covered under this **Policy**.
- **“Limit of Liability”**: the **Insurer’s** maximum liability for any one claim and in total during the **Term** of the **Policy**, as stated in the ‘Coverage Plan Options’.
- **“Consequential Loss”**: a loss or cost incurred by **You** resulting from an insured event but which itself is not specifically covered under this **Policy**, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Original Purchase Price”**: the amount paid by **You** for the covered **Product**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which this **Policy** was purchased, the **Product** purchased and the **Term** period.
- **“Term”**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Summary of Cover**.
- **“Breakdown”**: the mechanical and/or electrical failure of the **Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the **Product**.
- **“Deductible”**: the amount **You** are required to pay, per claim, for services covered under this **Policy** (if any) as stated in the ‘Coverage Plan Options’.
- **“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**. *AD Coverage is not available for all Product types or Policy options.*
- **“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.*
- **“Summary of Cover”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Coverage Plan Options’, that confirms **Your** coverage under this **Policy**.
- **“Policy”**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document, **Proof of Purchase** and **Your Summary of Cover**.

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#### 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 Summary of Cover**, or until the **Limit of Liability** is reached.
2. Coverage for damages to **Your Product** resulting from **Accidental Damage** begins as shown on **Your Summary of Cover** and continues for the **Term** as shown on **Your Summary of Cover** or until the **Limit of Liability** is reached.

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#### 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 a **Retailer**; (c) have a minimum twelve (12) month **Manufacturer’s** warranty, and (d) not covered under any other insurance, warranty, guarantee and/or service policy providing the same benefits as outlined herein.

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#### 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. .

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#### IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

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

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

If **You** purchased the 'Surface Policy including AD' as indicated on **Your Summary of Cover**, **Your Policy** includes **Breakdown** Coverage and **AD** 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** ("**Aggregate Limit**"). The limits that accumulate towards this **Aggregate Limit** are as follows:

FOR ALL SURFACE SERIES COVERED PRODUCTS EXCEPT STUDIO:

**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**.

FOR SURFACE "STUDIO" SERIES COVERED PRODUCTS ONLY:

- **REPAIR LIMIT**: Repairs for **Breakdowns** or power surge claims (as determined by Us), until the total value of **Repairs** that **We** have provided equals 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**.
- **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**: Under **Your Policy**, when a **Replacement** product is applicable and provided to **You** in lieu of **Repair**, any accessories that are not integral to the basic function of **Your Product** will NOT be provided with the **Replacement** product. **Replacement** products may not be the same model or colour as **Your Product**. A **Replacement** product may be a new or refurbished product of equal or similar features and functionality as **Your Product**.

If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement** product may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **YOU MUST SHIP YOUR DEFECTIVE PRODUCT TO US WITHIN TEN**

(10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE **REPLACEMENT** PRODUCT. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of confirmed delivery receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.

### NEXT BUSINESS DAY SHIPPING SERVICE

When the Complete for Business "Plus" plan is selected and purchased by the **You**, this coverage provides for overnight carrier delivery service of a replacement determined by **Us** to **Your** location on file as follows:

- a) One (1) Business Day following claim authorisation if claim authorisation occurs prior to 4:00 p.m. CET; or
- b) Two (2) Business Days if claim authorisation occurs after 4:00 p.m. CET.

Overnight delivery is subject to availability of **Our** authorised overnight delivery carriers.

For the purpose of this provision, "Business Day" refers to Monday through Friday, excluding standard public holidays.

### WHAT IS NOT COVERED – EXCLUSIONS

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

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| <p>(a) Pre-Existing Conditions incurred or known to <b>You</b> (<i>Pre-Existing Condition refers to damages or defects associated with the <b>Product</b> that existed before this <b>Policy</b> was purchased</i>).</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 <b>Consequential Loss</b> whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined <b>Breakdown</b>, or <b>AD</b> event, any non-defined mechanical/electrical failure, training services provided separately by <b>Microsoft</b> or its affiliates, or any other kind of damage of or in association with the <b>Product</b>; including, but not limited to any non-covered equipment used in association with the <b>Product</b>; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by <b>You</b> associated with customised installations to fit the <b>Product</b> such as third party stands, mounts, and customised alcoves and the like; or (v) a <b>Replacement</b> that is a different model, size, dimension or color as the previous <b>Product</b>. <b>We</b> 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 <b>Product</b> or a <b>Replacement</b> provided under the provisions of this <b>Policy</b>.</p> <p>(d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by <b>Us</b>.</p> <p>(e) Damage from; freezing overheating, rust, corrosion, warping or bending.</p> <p>(f) Wear and tear or gradual deterioration of <b>Product</b> performance.</p> <p>(g) 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>(h) Damage to or malfunction of <b>Your Product</b> caused by or attributed to the operation of a software virus or any other software based malfunction.</p> <p>(i) Loss, theft, or malicious mischief or disappearance.</p> <p>(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,</p> | <p>governmental act, or internet or other telecommunications malfunction.</p> <p>(k) Lack of performing the <b>Manufacturer's</b> recommended maintenance, operation, or storage of the <b>Product</b> in conditions outside of the <b>Manufacturer's</b> specifications or instructions.</p> <p>(l) <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>(m) <b>Product(s)</b> that have removed or altered serial numbers.</p> <p>(n) Cosmetic damage however caused to <b>Your Product</b>, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.</p> <p>(o) Normal periodic or preventive maintenance, adjustment, modification or servicing.</p> <p>(p) Any service of the <b>Product</b> that is covered by a warranty, other service policy, or insurance.</p> <p>(q) Accessories and peripherals (such as detachable keyboards), or attachments.</p> <p>(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 <b>Your Summary of Cover</b>).</p> <p>(s) Cost of components parts not covered by the <b>Product's</b> original <b>Manufacturer's</b> 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 <b>Policy</b>), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.</p> <p>(t) 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>.</p> <p>(u) Any cost arising as a result of the failure of any item that is intended to be a consumable item.</p> <p>(v) Any claim where <b>Proof of Purchase</b> had not been provided except where <b>We</b> agree to transfer the benefit of the <b>Policy</b>.</p> <p>(w) Any claim for the restoration of software or data, or for retrieving data from <b>Your Product</b>.</p> |
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## CLAIMS

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

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within fourteen (14) working days of the claim incident occurring. Failure to observe these procedures may invalidate **Your** claim.

When **You** make a claim **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**.

For best service, 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 support. **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a claim service request number and further instructions on how to obtain service for **Your Product**.

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

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

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

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

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#### RENEWABILITY

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

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#### TRANSFERABILITY

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

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#### CANCELLATION

##### YOUR RIGHT TO 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 number found at <http://support.microsoft.com>, or email [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

##### COOLING OFF PERIOD

If **Your** cancellation request is within thirty (30) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase price paid by **You**, provided that no claims have been made during that period.

##### AFTER THE COOLING OFF PERIOD

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

##### OUR RIGHT TO CANCEL

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

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

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

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#### 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>.

**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)

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.

**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:

- o 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**.
- o 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.
- o 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.
- o To notify **You** about changes to **Our** service, this is for the **Insurer’s** legal and regulatory obligations.
- o 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 with 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 AmTrust 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 AmTrust, 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.**

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## **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.

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## **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

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

### ENTIRE AGREEMENT

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

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