

“MICROSOFT COMPLETE FOR EDUCATION”

Commercial Terms & Conditions – Breakdown and Accidental Damage

CONGRATULATIONS! Thank **You** for **Your** recent purchase of “Microsoft Complete for Education”. Please keep this important terms and conditions document along with the **Purchase Order** together in a safe place, as both will be needed at the time of a claim.

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
- **“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). AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189 in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. The Insurer is authorised to operate under the free provision of services regime in Ireland as stated on the FCA web page and on the Central Bank of Ireland website under registration number C34078. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.
- **“You”, “Your”, “Education Contract Holder”**: the education establishment that purchased the **Product(s)** and this **Policy**, who is to receive coverage in accordance with the terms and conditions of this **Policy**.
- **“Product”**: the item(s) that **You** originally purchased that meet the criteria outlined in the “PRODUCT ELIGIBILITY” section, 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 ‘Limit of Liability’ section.
- **“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 each covered **Product**; excluding any applicable taxes and/or fees, as indicated on **Your Purchase Order**.
- **“Purchase Order”**: a numbered document that confirms the purchase date of this **Policy**, specific type of covered **Products** with exact quantity of each type, **Education Contract Holder** with name and address, and the **Policy** coverage **Term** period. THIS CONTRACT IS NOT VALID WITHOUT A PURCHASE ORDER.
- **“Term”**: the period of time in which the provisions of this **Policy** are valid as stated on **Your Purchase Order**.
- **“Breakdown”**: the actual breaking or burning out of any part of **Your Product** whilst being used within the **Manufacturer’s** guidelines and arising from internal electronic, electrical or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate **Repair** before it can resume normal operation.
- **“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**.
- **“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)”**: in the event **We** determine the original defective **Product** is not suitable for **Repair**, **We** will deliver to **You** a product that is the same model or a model with similar features and functionality as **Your Product**. *We 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.*
- **“Policy”**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document and **Your Purchase Order**.

TERM – EFFECTIVE DATE OF COVERAGE

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

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this **Policy**, the following are required:

1. The **Product** must be a Microsoft Surface product and purchased as new and come with a minimum twelve (12) month **Manufacturer’s** warranty.
2. The items must not be covered under any other insurance, warranty, guarantee and/or service policy providing the same benefits as outlined herein.

WHAT IS COVERED

On the occurrence of an insured event this **Policy** covers the cost of labour and/or parts required to **Repair** the **Product**, or at **Our** sole discretion, **Replacement** of the **Product** in lieu of **Repair** if it suffers **Breakdown** or **AD**.

Replacements will be provided on an expedited advanced exchange basis.

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

LIMIT OF LIABILITY

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

You are covered for a maximum of one (1) claim during the **Policy Term** for the **Repair** or **Replacement** cost of each **Product** in the event of **Breakdown** or **Accidental Damage**, up to a total of the amount of the **Original Purchase Price** of each **Product** as shown in **Your Purchase Order** (excluding any taxes and / or fees).

Coverage for each **Product** under this **Policy** will end automatically with immediate effect following the successful resolution of a claim or the end of **Your Policy Term**, whichever is sooner, and the **Insurer** will not accept any further liability.

Once the **Limit of Liability** has been reached, **Our** obligations will be considered fulfilled in their entirety and coverage under this **Policy** ends.

Additionally, neither **We** nor the **Retailer** shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data or lost income resulting from the **Breakdown** of any **Product** or equipment, from delays in service or the inability to render service, or resulting from the unavailability of a **Replacement**. Neither **We** nor the **Retailer** shall be liable for any and all Pre-Existing Conditions (defined below) known to **You**, including any inherent **Product** flaws.

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** (*Pre-Existing Condition refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of **Your Product** before this **Policy** was purchased*).
- (b) Improper packaging and/or transportation by **You** or **Your** representative resulting in damage to the **Product** while it is in transit, including improperly securing the **Product** during transportation.
- (c) Any **Consequential Loss** whatsoever.
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us**.
- (e) Damage from; freezing overheating, rust, corrosion, warping or bending.
- (f) Wear and tear or gradual deterioration of **Product** performance.
- (g) The intentional or negligent treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
- (h) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
- (i) Loss, theft, or malicious mischief or disappearance.
- (j) Animals (including pets), animal inhabitation or insect infestation.
- (k) Improper use of electricity and power fluctuations.
- (l) 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.
- (m) Lack of performing the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
- (n) **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.
- (o) **Product(s)** that have removed or altered serial numbers.
- (p) Cosmetic damage however caused to **Your Product**, including marring, scratching, squeaks, imperfections, noises and denting unless such cosmetic damage results in loss of functionality.
- (q) Normal periodic or preventive maintenance, adjustment, modification or servicing.
- (r) Any service of the **Product** that is covered by a warranty, other service policy, or insurance.
- (s) Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the **Product**, but not provided and included by the **Manufacturer** in the packaging and with the original sale of the **Product**.

- (t) 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.
 - (u) Cost of components 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.
 - (v) Liability or damage to property, or injury, or death to any person
- (w) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
 - (x) Any claim where **Purchase Order** had not been provided except where **We** agree to transfer the benefit of the **Policy**.
 - (y) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.
 - (z) Any service performed outside of Ireland.

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.

For a claim to be considered, **Your** Designated Representative (as shown on **Your Purchase Order**) must contact **Us** first for initial review and diagnosis of the problem. When **You** make a claim **Microsoft** 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 Purchase Order** readily available and the Designated Representative should call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**, and will first attempt to resolve the situation over the telephone and/or remotely. If **We** are unsuccessful in resolving the issue 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 Purchase Order**,
- (2) A brief written description of the problem **You** are experiencing with the **Product**, and
- (3) A prominent notation of **Your** claim service request number that **We** gave to **You**.

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

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

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

MICROSOFT'S RESPONSIBILITIES

- (a) After **You** return **Your Product**, **Microsoft** will inspect it.
- (b) **Your** postage costs will be refunded by **Microsoft** if the claim is valid and postage is not pre-paid.
- (c) If **Microsoft** determines that **Your Product** malfunctioned as described in this **Policy**, then **Microsoft** will (at **Microsoft's** sole option) **Repair or Replace** it on behalf of the **Insurer**. **Microsoft** will do this without charge to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **Microsoft Replaces Your Product**, **Your** original **Product** becomes the **Insurer's** property and the **Replacement Product** is **Your** property, with coverage for that **Product** continuing for the remaining **Term** of the **Policy**, subject to the **Liability of Liability**.
- (d) If **Your Product** malfunctions after the **Term** of this **Policy** expires, there is no coverage of any kind under this **Policy**. After the **Term** of this **Policy** expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

YOUR RESPONSIBILITIES

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

- (a) Provide **Microsoft** with the serial number of **Your Product**.
- (b) Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- (c) Respond to requests for information, including but not limited to **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- (d) Update the Product Software to currently published releases prior to seeking claims service.
- (e) Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to **Repair** or **Replacement** and packing **Your Product** in accordance with shipping instructions.
- (f) On a Replacement, **You** must ship **Your** defective **Product** to **Us** within ten (10) calendar days of delivery of the **Replacement** product. If **You** do not return the defective **Product** to **Us** within ten (10) calendar days of receipt of the **Replacement** product, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement** product.
- (g) **YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS POLICY DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT PRODUCT 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**.

PLACE OF SERVICE

For all covered claims, this **Policy** provides pre-paid shipping of covered **Repairs** or **Replacements** to **Your** address as set out on the **Purchase Order**.

RENEWABILITY

Coverage under this **Policy** is not renewable.

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 number found at <http://support.microsoft.com>, or email 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 only 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 www.surface.com/support, or www.xbox.com/support or via email: msepbus@microsoft.com.

We will reply within five (5) working days from when **We** receive **Your** complaint in writing. 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 Irish Financial Ombudsman Service, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 or by telephone at 1890 88 20 90, or at +353 1 6620899 or by email to enquiries@financialombudsman.ie

You may also 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

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

PRIVACY AND DATA PROTECTION

DATA TRANSFER CONSENT

By purchasing this **Policy**, **You** have consented to the use of **Your** data as described below.

DATA PROTECTION

The **Insurer** and **Microsoft** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this **Policy** will be regarded as **Your** acknowledgement that **You** have read and accepted these terms and conditions.

SENSITIVE INFORMATION

Some of the personal information the **Insurer** or **Microsoft** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (as amended by the Data Protection Act 2003). The **Insurer** and **Microsoft** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in this terms and conditions document.

HOW WE USE AND PROTECT YOUR INFORMATION AND WHO WE SHARE IT WITH

The **Insurer** and **Microsoft** will use **Your** information to manage **Your Policy**, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details that the **Insurer** and **Microsoft** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust Group. The **Insurer** and **Microsoft** will provide an adequate level of protection to **Your** data.

The **Insurer** and **Microsoft** do not disclose **Your** information to anyone outside either Group (means a company which is a parent or a subsidiary undertaking of one of the parties) except:

- Where **You** have given **Your** permission.
- Where the **Insurer** and **Microsoft** are required or permitted to do so by law, court order, or regulatory requirement.
- To credit reference and fraud prevention agencies.
- Other companies that provide a service to the **Insurer**, **Microsoft** or **You**.
- Where the **Insurer** or **Microsoft** transfer rights and obligations under this **Policy**.

The **Insurer** and **Microsoft** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom they pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

You have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by related companies in the United States of America.

YOUR RIGHTS

You may have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information the **Insurer** and **Microsoft** hold about **You**. If **You** believe that any of the information the **Insurer** or **Microsoft** is holding is incorrect or incomplete, please let **Us** know as soon as possible. To be provided with a copy of the information **You** may be asked to pay a small fee.

If **You** have any questions regarding the information the **Insurer** and **Microsoft** hold about **You**, **You** can write to **Us** at: Microsoft Complete, 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 msepbus@microsoft.com. You may contact the Insurer at Microsoft Complete Program, Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom.

Further detailed information on data protection rights in Ireland are accessible on the website of the data protection commissioner at www.dataprotection.ie

MARKETING

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

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, or by telephone on +44 207 892 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 Ireland.

SUBCONTRACT

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

WAIVER AND SEVERABILITY

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

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

SUBROGATION

If **You** have a right to recover against another party for anything **We** have paid under this **Policy**, **Your** rights shall become **Our** rights. **You** shall do whatever is reasonably necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** have been fully compensated for **Your** loss.

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 terms, conditions, limitations, exceptions and exclusions, and **Your Purchase Order**, 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.