

Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information about the main features, benefits, and risks of the Microsoft Complete for Schools Accidental Damage Insurance (**Insurance**) and how much it costs.

Who provides the Insurance

The insurer for the Insurance is Technology Insurance Company, Inc. (**Insurer**). The Insurer provides the insurance globally to Microsoft customers including Australian customers. In Australia, the Insurance is facilitated through A.I.S. Insurance Brokers Pty Ltd, ACN 065 797 597 (**A.I.S.**). A.I.S. holds an Australian financial services license (AFSL no. 255304).

Microsoft Pty Ltd t/as Microsoft Australia, 1 Denison St, North Sydney NSW 2060 Australia (**Microsoft, we**) is an authorised representative (AR no. 1293743) acting on behalf of A.I.S. to arrange for its customers to have access to the Insurance and to handle claims on the Insurance. The Insurance is provided through a group policy issued to Microsoft by the Insurer. The group policy allows Microsoft and retailers that have been appointed as authorised general insurance product distributors of A.I.S. (**Retailers**) to offer Accidental Damage benefits to education establishments, including universities or TAFE, primary and high schools located in Australia (**Schools**) who have purchased one or more eligible Microsoft devices (**Product**). A list of eligible Microsoft devices can be found at <https://www.microsoft.com/en-au/surface/business/warranty-protection-plans-and-support>. Microsoft (and the Retailers) is not authorised or licensed to provide any personal financial product advice in relation to the Insurance. Microsoft acts on behalf of A.I.S. and the Insurer when arranging the Insurance for customers and handling claims.

Microsoft pays a premium at the time of acquiring the group policy.

If you have a complaint about the services you receive in relation to the Insurance, contact A.I.S. on 03 8699 8888. More details regarding the process for complaints is on page 5.

The Insurer is an unauthorised foreign insurer, also known as a Direct Offshore Foreign Insurer. Whilst the Insurer is legally permitted to provide the insurance, it is not authorised to conduct insurance business in Australia under the *Insurance Act 1973* (Cth) (**Insurance Act**) or subject to the Insurance Act which establishes a system of financial supervision of general insurers in Australia.

The Insurer is not a declared general insurer for the purpose of Part VC of the Insurance Act, and this means that you will not be covered by the Australian government's financial claims scheme provided under Part VC of the Insurance Act.

The Insurer is incorporated in the State of Delaware, U.S.A., which is subject to a system of financial supervision of insurers in the State of Delaware, U.S.A. The paid-up capital of the Insurer is \$4.5M (USD) (December 31, 2021). Any disputes in relation to this insurance will be determined in accordance with the laws in the state of Victoria, Australia.

For further information about the Insurer, visit <https://amtrustfinancial.com/about-us/insurance-carriers>.

Who to contact about your Insurance

Contact Microsoft in relation to enquiries and claims in the first instance.

Microsoft Pty Ltd t/as Microsoft Australia
1 Denison St, North Sydney NSW 2060 Australia
Telephone: +61 2 9870 2200
Free call (within Aust): 13 20 58
Facsimile: +65-6370-9001
Email: <mailto:msepbus@microsoft.com>

A.I.S. is the administrator for the Insurance in Australia and the primary point of contact for complaints by Australian customers. Details of the internal dispute resolution process can be found on page 5.

Privacy

Both Microsoft and A.I.S. are committed to compliance with the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**Privacy Act**). We collect personal information (which includes your name, address, telephone, and other contact details) and use your personal information to provide you with this Insurance, and to assess and manage claims. Your information is collected by Microsoft and the Retailers through which Microsoft Complete for Students was purchased. If you do not provide full information, we may not be able to provide you with the Insurance or assess a claim.

Microsoft will provide your information to the Insurer and A.I.S. in order to provide the Insurance and related services. The Insurer and A.I.S. are subject to the Privacy Act. We may provide your information to a contracted third-party service provider (e.g. repairer, servicer, assessor, investigator, professional adviser) or other person involved in the claims management process (e.g. an Australian authorised distributor/Retailer partner) but will take all reasonable steps to ensure that they comply with the Privacy Act. Some of the third parties may be located overseas in the United States. We may also store your personal information overseas on servers located in the United States.

A.I.S.'s Privacy Policy contains information about how you can access the information it holds about you, ask A.I.S. to correct it or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 03 8699 8888 or by visiting A.I.S.'s website: www.aisinsurance.com.au

Details regarding the Privacy Policy for Microsoft and the Insurer can be found at the following websites:

<http://www.microsoft.com/privacystatement/en-us/core/default.aspx>

Your duty not to make a misrepresentation

The Insurance is a consumer insurance contract. You have a duty to take reasonable care not to make a misrepresentation to the Insurer including when answering questions relevant to the Insurance at the time of application or registration of your Microsoft Complete for Schools service contract.

You must answer our questions with relevant and complete information, and you must not misrepresent any information that you give to us. You have the same duty in relation to anyone else whom you want to be covered by the Insurance.

If you fail to comply with your duty, and the Insurer would not have issued the Insurance for the same premium and on the same terms and conditions, the Insurer may be entitled to reduce its liability under the Insurance in respect of any claim or may cancel the Insurance. If your failure to comply with your duty is fraudulent, the Insurer may refuse to pay a claim and treat the policy as never having been in existence.

Significant features and benefits

The information and tables provided below are a limited summary only and not a full description of the Insurance. The Insurance is subject to terms, conditions, exclusions, and limitations that are not listed in this section.

For a full understanding of the Insurance, please carefully read the Microsoft Complete for Schools T&Cs including the exclusions and terms and conditions of the Insurance which can be found at the following website:

<http://aka.ms/au-pds>

1.) Who is eligible

You are eligible to claim on the Insurance if you:

- are a customer of Microsoft and have purchased the Microsoft Complete for Schools Plan for your Product; and
- have registered your Product with Microsoft at <https://devicesupport.microsoft.com>.

2.) When does the Insurance start

Once your Microsoft Complete for Schools Plan is paid for, you will be issued with confirmation of cover and the Insurance commences on the date stated in that document. The confirmation of cover will also state the date on which the Insurance will end. The Insurance is non-renewable.

3.) What does the Insurance cover

The Insurer will cover damage from handling the Product, being physical breakage or destruction to each Product which prevents that device from functioning properly including damage caused by liquid or dropping the Product.

The damage must be caused by an accident which is any involuntary, external, forcible, and violent event that was unforeseen and was not deliberate, intentional, reckless or premeditated. The Insurance does not cover theft or loss including due to misplacement by you or anyone else.

4.) What are the limits of the Insurance

Depending on the level of cover you hold for the Insurance, you will be entitled to make the number of claims noted in the table below for replacement or repair of each damaged Product during the period of your Insurance. Regardless of the level of cover you hold for the Insurance, the maximum amount the Insurer will pay will not exceed the amount paid by you for the covered Product, excluding any applicable taxes and/or fees, as indicated on your original purchase receipt for the Product (**Product Purchase Price**).

| Level of Cover | Number of claims covered |
|----------------|--------------------------|
| Basic Cover | Two (2) |
| Premium Cover | Three (3) |

The Insurer has the option of either repairing each damaged Product or replacing it.

Please note the replacement value is the market value of one Product/component of the same make and model or with similar technical and functional capabilities (if there is no stock of the same make and model). Any replacement device the Insurer supplies will not exceed the Product Purchase Price.

5.) What is not covered by the Insurance

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| Natural disaster events | Damage caused directly or indirectly by flood, earthquake, natural disasters, atmospheric conditions (other than lightning or rainstorm). |
| War and terrorism events | Damage caused directly or indirectly by: <ul style="list-style-type: none"> ○ war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; ○ an act of terrorism - for this purpose, an act of terrorism means an act including, but not limited to the use of force or violence and/or the threat thereof, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed by political, religious, ethnic, ideological or similar purposes including the intention to influence any government(s) and/or to put the public or any section of the public in fear. |

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| Contravention of law, confiscation etc. | Damage caused directly or indirectly by: <ul style="list-style-type: none"> ○ an act in contravention of a government prohibition or law; ○ Delay, confiscation, detention, destruction or requisition by customs or police or by the order of any government or public body or authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise. |
| Nuclear related events | Damage caused directly or indirectly by ionizing, radiation, or contamination by radio activity from any nuclear fuel from any nuclear waste from combustion of nuclear fuel or nuclear weapon material. |
| Deliberate acts or omissions | Damage caused directly or indirectly by: <ul style="list-style-type: none"> ○ Fraud or criminal activity on your part; ○ Unforeseen loss caused by you, or a person authorised to use your Product; ○ Any deliberate act or negligence by you or a person authorised to use your Product. |
| Theft or unexplained loss | Damage caused directly or indirectly by theft, mysterious disappearance, unexplainable and/or unprovable loss event. |
| Wear and tear and scratching | Damage caused directly or indirectly by: <ul style="list-style-type: none"> ○ wear and tear, marring, scratching or other cosmetic damage; ○ mechanical or electrical breakdown, discoloration, or any type of damage or failure that does not affect how the Product functions; ○ gradual deterioration or dismantling of any part of the Product or damage to any part whilst removed from its normal working position, rust or corrosion. |
| Product related defects | Damage caused directly or indirectly by: <ul style="list-style-type: none"> ○ costs of repairing or providing replacement Product where the damage to the Product is covered by the relevant manufacturer's guarantee or warranty for either parts or labour; ○ product defects whether latent inherent or not; ○ electronic derangement or malfunction including its own ignition or burn out, whether as a |

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| | result of use, misuse, test or repair. |
| Accessories and alterations | Damage caused directly or indirectly by anyone other than a service technician authorised by Microsoft or the Insurer or other than in accordance with manufacturer's specifications: <ul style="list-style-type: none"> ○ alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring; ○ costs or charges when replacing accessories which can no longer be used with the Product; ○ replacement of or repair to any accessories associated with the Product. |
| Batteries | Damage caused directly or indirectly by: <ul style="list-style-type: none"> ○ damage to, or costs or charges, when repairing or replacing battery chargers or batteries; ○ internal leakage of the battery, unless directly caused by an accident. |
| Failure to service, clean and maintain | Damage caused directly or indirectly by damage caused by failing to take reasonable care to routinely service, inspect, adjust, maintain, or clean the Product as recommended by the manufacturer. |
| Consequential losses | Any loss of value, loss of use, loss of information stored in memories or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings). |

6.) Cost of the Insurance

The premium for the group policy is paid by Microsoft. The cost of the Insurance for you is included in the price you paid for your Microsoft Complete for Schools Service Contract.

Important Conditions

The information below is a limited summary only and not a full list of terms and conditions of the Insurance. For a full understanding of the terms and conditions of the Insurance, please carefully read the Microsoft Complete for Schools T&Cs which can be found at the following website:

<http://aka.ms/au-pds>

7.) Your obligations to take reasonable care

During the period of cover, you are required to take reasonable precautions to secure and protect each Product.

8.) How do I claim

You must notify a claim to Microsoft as soon as possible and where practicable within 24 hours of any accident that

causes damage to each Product. Call our toll-free number on 1800 886 295 or 61 2 9870 2200 as soon as possible to inform us. Please do not take or return your Product to the Retailer or send your Product anywhere unless we instruct you to do so.

We may ask you to supply documents and/or reports relating to the damage to allow Microsoft to assess the claim and for the Insurer to validate the claim. If you do not provide reasonable information in support of the claim, we may not be in a position to properly assess and pay your claim. In most cases, we will ask you to return the Product to Microsoft to assess the damage.

The Insurer's rights to retain property

If we pay your claim, we are entitled to take and keep possession of the damaged Product and deal with it as we see fit.

You also understand that if someone has damaged a Product and they are legally liable to you for that damage, we may undertake in your name and/or on your behalf to make a legal recovery against that person.

Where we pay your claim, you give us absolute conduct, control and settlement of any legal proceedings we take to make that recovery (those proceedings will be brought at our own expense and for our own benefit). If we make any recovery which exceeds the amount of the claim we have paid, we will pay any surplus funds to you after first paying for our legal and associated expenses. You must provide all necessary information, documents and reasonable assistance as the Insurer may require for this purpose.

9.) Cancellation

We may cancel this Insurance where we are permitted to cancel under the *Insurance Contracts Act 1984* (Cth). The Policy may be cancelled by us where you:

- failed to comply with the duty of the utmost good faith;
- failed to comply with the duty to not make a misrepresentation;
- made a misrepresentation to us before the contract of Insurance was entered into;
- failed to comply with a provision of the contract;
- or
- made a fraudulent claim under the contract.

We may cancel the Insurance by providing you with 30 days' prior written notice.

You can cancel the Insurance at any time by giving us written notice. Cancellation notices should be emailed to microsoft@aisinsurance.com.au. There is no refund if you decide to cancel the Insurance unless you decide to cancel the Insurance within the cooling off period (see below).

Cooling off period

If you decide you do not want the Insurance within 30 days of purchase and wish to cancel, you will receive a 100% refund of the contract purchase price, minus any claims

paid. Should you cancel after 30 days of purchase, you will receive a pro-rata refund, minus any claims paid.

Complaints and disputes about the Insurance

If you have a concern, complaint or dispute about the Insurance which involves a claim, in the first instance contact A.I.S. using the contact details below:

137 Moray Street
South Melbourne VIC 3205
Telephone: 03 8699 8888
Email: microsoft@aisinsurance.com.au

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you can write to:

AmTrust North America, Inc.
c/o Barry W. Moses
Vice President & Senior Regulatory Counsel
800 Superior Avenue E., 21st Flr.
Cleveland, Ohio 44114
Email: regulatorycompliance@amtrustgroup.com
Fax: (216) 328-6447

If your dispute remains unresolved, you may contact the Australian Financial Complaints Authority (**AFCA**). AFCA provides a free of charge dispute resolution process which is binding on A.I.S., but not you.

Their contact details are:

Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001
Telephone: 1800 931 678
Facsimile: (03) 9613 6399
Email: info@afca.org.au

Service of suit

We agree that if there is a dispute under this Insurance, we will submit to the jurisdiction of any competent court in Australia and the dispute will be determined in accordance with the law and practice applicable in that court. If a suit is instituted against us, the Insurer will abide by the final decision of the court or any competent appellate court.

A summons notice or originating process to be served upon the Insurer may be served upon:

A.I.S. Insurance Brokers Pty Limited
137 Moray Street
South Melbourne VIC 3205 Australia

who has authority to accept service and to enter an appearance on our behalf and on request from you, will give a written undertaking to enter an appearance on the Insurer's behalf.