

# Microsoft Accidental Damage Plus Protection

## 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 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 cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

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



#### What is insured?

- ✓ Accidental Damage to your Microsoft product.
- ✓ Cover is provided for repair or replacement of your eligible Microsoft product in the event that accidental damage occurs up to the term as shown in your proof of purchase and/or policy details, or up to a maximum of:
  - ✓ Two (2) claims for the Surface series device.
  - ✓ One (1) claim for the power supply unit with attaching cords when included in the original device packaging.
  - ✓ One (1) claim per Surface-branded accessory when included inside the original device packaging.
- ✓ This policy provides you with the option to retain the solid-state drive (SSD) of the product in the event of an accidental damage claim, at no additional cost for a replacement.
- ✓ This policy provides for an overnight carrier delivery service of a replacement product in the event of an accidental damage event, subject to conditions.
- ✓ This policy provides for the advanced exchange service for your eligible Microsoft product, subject to conditions.



#### What is not insured?

- ✗ Pre-existing conditions.
- ✗ Wear and tear or gradual deterioration of product performance.
- ✗ Cosmetic damage including marring, scratching and denting, unless such cosmetic damage results in loss of functionality.
- ✗ Any claim for the restoration of software or data, or for retrieving data from your product.
- ✗ Damage to or malfunction of your product caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.



#### Are there any restrictions on cover?

- ! In order to be eligible for cover, the product must be:
  - ! an eligible Microsoft Surface series device.
  - ! purchased from Microsoft or an approved Retailer.
  - ! The drive retention cover is only available on Microsoft devices in which the SSD is marketed as removable on the technical specifications sheet.
- ! Overnight delivery is subject to availability of our authorised overnight delivery carriers, service request and location of device.

! Further exclusions are set out in the Terms and Conditions.



### Where am I covered?

- ✓ United Kingdom (excluding Isle of Man and Channel Islands).



### What are my obligations?

- ! Claims must be notified within fourteen (14) working days of the claim incident occurring.
- ! It is your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services covered under the policy. Software and/or data transfer or restoration services are not covered.
- ! You must follow the claims procedure set out in the policy, including to provide a copy of the proof of purchase, to provide the information specified, and to update the product software to currently published releases prior to seeking claims service.
- ! You must answer questions truthfully and to the best of your ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate your policy.



### When and how do I pay?

Payment is taken in full upon purchase of the Microsoft Accidental Damage Plus Protection.



### When does the cover start and end?

Cover for accidental damage begins on the policy purchase date as shown on your proof of purchase and/or policy details and continues for the remainder of your term as shown on your proof of purchase and/or 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, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland
- Email: [msespubs@microsoft.com](mailto:msespubs@microsoft.com)
- Phone: Phone numbers can be found at <http://support.microsoft.com/gp/customer-service-phone-numbers>

#### 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, 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, providing the limit of liability has not been reached, you will receive a pro-rata refund of the policy purchase price paid, provided that no claims have been made during that period.

## MICROSOFT ACCIDENTAL DAMAGE PLUS PROTECTION

### Commercial Terms & Conditions – Accidental Damage with drive retention, advanced exchange service and next business day shipping service

Thank **You** for **Your** recent purchase of “**Microsoft Accidental Damage Plus Protection**”. This document, together with **Your Policy Details** and **Proof of Purchase**, form **Your** insurance policy (the ‘**Policy**’). Please keep this document and the **Proof of Purchase** together in a safe place, as both will be needed at the time of a **Claim**. The information contained in this **Policy** is intended to serve as a valuable reference guide to help **You** determine and understand what is **Covered** under **Your Policy**. For any questions regarding the information contained in this **Policy**, or **Your Cover** in general, please contact **Microsoft** at <https://support.microsoft.com>.

This **Policy** is underwritten 100% by AmTrust Europe Limited (“**Insurer**”), 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).

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

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

## DEFINITIONS

Throughout this **Policy** terms and conditions document, bolded words which start with a capital letter have the following stated meaning:

- “**Accidental Damage**”: physical damage to the **Product** following a sudden and unforeseen accident which affects the functionality of **Your Product** and is not otherwise specifically excluded from this **Policy**.
- “**Administrator**”: Microsoft Ireland Operations Limited located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland. Website [www.microsoft.com](http://www.microsoft.com).
- “**Claim(s)**”: a request for **Repair** or **Replacement** in accordance with this **Policy** made by **You**.
- “**Coverage**”, “**Covered**”, “**Cover**”: has the meaning given in the “What Is Covered – General” section of this **Policy**.
- “**Deductible**”: the amount **You** are required to pay, per **Claim**, for services **Covered** under this **Policy** (if any).
- “**Indirect Loss**”: a loss or cost incurred by **You** resulting from an insured event but which, itself, is not specifically **Covered** under this **Policy**. Examples include a loss of earnings or profit, loss of use or of data, or other additional costs.
- “**Limit of Liability**”: **Our** maximum liability to **You** for any **Claim** and in total during the **Term** of the **Policy** as detailed in the ‘**Cover Policy Options**’ section.
- “**Manufacturer**”, “**Microsoft**”: Microsoft Corporation located at One Microsoft Way, Redmond, WA 98052 USA, the original equipment manufacturer. Website is [www.microsoft.com](http://www.microsoft.com).
- “**Policy**”: The contract between **You** and **Us**, which is made up of this document, the **Proof of Purchase** and **Your Policy Details**.
- “**Policy Details**”: the first page of **Your** online **Microsoft** account and/or the email confirmation sent by **Microsoft**, that confirms **Your Cover** under this **Policy**.
- “**Pre-Existing Condition**”: damages or defects associated with the **Product** that existed before this **Policy** was purchased.
- “**Product(s)**”: the eligible **Microsoft** surface device purchased by **You** that is **Covered** under this **Policy** and listed in the “Product Eligibility” section.
- “**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**.
- “**Repair(s)**”: the actions the **Administrator** takes to mend, remedy, or restore **Your Product** to a sound functioning state following an **Accidental Damage Claim**. Parts used to **Repair** the **Product** may be new, used or refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original **Product**.
- “**Replace**”, “**Replacement(s)**”: an item supplied to **You** through the **Administrator’s** arrangement in the event **Microsoft** determine the **Covered Product** is not suitable for **Repair**. **Microsoft** reserve the right to **Replace** the **Covered Product** with a new, rebuilt, or refurbished model of equal or similar features and functionality. **Microsoft** makes no guarantee that a **Replacement** will be the same model, size, dimensions, or colour as the previous **Product**.
- “**Retailer**”: the seller that has been authorised by **Microsoft** and **Us** to sell this **Policy** to **You**.
- “**Term**”: the duration of the **Policy** (e.g., 2 or 3 years) in which the provisions of this **Policy** are valid as stated on **Your Policy Details** and/or **Proof of Purchase**.
- “**We**”, “**Us**”, “**Our**”, “**Insurer**”: AmTrust Europe Limited.
- “**You**”, “**Your**”: the purchaser/owner of the **Product(s)** **Covered** by this **Policy**.

## TERRITORY

This **Policy** is valid and eligible for purchase in the United Kingdom (excluding Isle of Man and Channel Islands) only.

## EFFECTIVE DATE OF COVER AND TERM

**Cover** for **Accidental Damage** begins as shown on **Your Proof of Purchase** and/or **Policy Details**. **Cover** will continue for the remainder of **Your Term**, or until the **Limit of Liability** has been reached, whichever is sooner.

## PRODUCT ELIGIBILITY

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

## WHAT IS COVERED – GENERAL

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

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

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

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

## IMPORTANT NOTICES REGARDING COVER UNDER THIS POLICY

- A. If the **Administrator** provide a **Replacement** to **You**:
  - ▶ The **Administrator** 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.
  - ▶ All **Product** parts, components or entire units **Replaced** under the provisions of this **Policy** shall become **Microsoft's** property.
  - ▶ In most cases accessories, attachments and/or peripherals will NOT be included or provided in association with a **Replacement**.
- B. **Cover** described under this **Policy** shall not replace or provide any benefits already available under any valid **Manufacturer's** warranty during any period of **Manufacturer's** warranty, anything covered under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall NOT be **Covered** under this **Policy**; regardless of the **Manufacturer's** ability to fulfil its obligations.
- C. **Cover** under this **Policy** is limited to what is specifically described in this document, as applicable to **Your Policy**. Anything not specifically expressed in the **Policy** is not covered (including for example, 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 claims fulfilment under this **Policy**. Software and/or data transfer or restoration services are NOT **Covered**.
- E. **Your** Duty of Disclosure
 

Under the Insurance Act 2015, **You** have a duty to make fair presentation of the risk to **Us** before this **Policy** starts, when **You** make any amendment(s) to cover. This means **You** must:

  - a) disclose all material facts of which **You** know or ought to know.
  - b) make the disclosure in a reasonably clear and accessible way.
  - c) make sure that every material representation of fact is substantially correct and made in good faith.

## COVER POLICY OPTIONS

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

If **You** purchased the '**Microsoft Accidental Damage Protection**' as indicated on **Your Proof of Purchase**, **Your Policy** includes only **Accidental Damage Cover** for **Your Product**. This **Policy** provides the **Cover** that is described in the "What is **Covered** – General" section, including **Accidental Damage**, subject to the following provisions:

### SURFACE POLICY COVERED PRODUCTS

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

### SURFACE POLICY LIMIT OF LIABILITY

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

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

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

### DEDUCTIBLE

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

### COVER OF REPLACEMENT PRODUCT

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

### ADVANCED EXCHANGE SERVICE

This **Cover** provides for the advanced exchange service for **Your Covered Product**. We will provide a **Replacement Product** ("advanced exchange device") that will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to **Us** within ten (10) calendar days of the confirmed delivery receipt of the **Replacement Product**, or such longer period as agreed with **Us**. If the defective **Product** is not returned to **Us** within the required or agreed timeframe, **You** will be charged a non-returned device fee equal to the **Manufacturer's** retail price of the **Replacement Product**.

### DRIVE RETENTION (SSD)

This **Cover** provides **You** with the option to retain the solid-state drive (SSD) of the **Product** in the event of **Accidental Damage**. **Your Replacement Product** will include a new SSD at no additional charge. This **Cover** is only available on **Microsoft** devices in which the SSD is marketed as removable on the technical specifications sheet on the **Product** page for **Your Product**.

### NEXT BUSINESS DAY SHIPPING SERVICE

This **Cover** provides for overnight carrier delivery service of a **Replacement** (determined by **Us**) to **Your** location on file as follows:

- One (1) business day following authorisation of **Your Claim**, if **Your Claim** is authorised before 12:00 p.m. Central European Time ("CET"); or
- Two (2) business days if **Your Claim** is authorised after 12:00 p.m. CET.

The overnight carrier delivery service is subject to the following:

- If **You** intend to use the next business day service, **You** will need to confirm the availability of the overnight carrier in **Your** location PRIOR to the purchase of this **Contract**. **You** can confirm this using the website <https://docs.microsoft.com/en-us/surface/surface-next-business-day-replacement> which sets out the postal codes whereby this service is available in; and
- availability of **Microsoft's** 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:

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>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.</li> <li>Damage to or malfunction of <b>Your Product</b> caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.</li> <li>Loss, theft, or malicious damage or disappearance.</li> <li>Failure to perform 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.</li> <li>Normal wear and tear, or gradual deterioration of <b>Product</b> performance.</li> <li><b>Product(s)</b> that have removed or altered serial numbers.</li> <li>Damage caused to <b>Your Product</b> when removing the SSD.</li> <li>Modifications, adjustments, alterations, manipulation, or repairs made</li> </ol> | <ol style="list-style-type: none"> <li>by anyone other than a service technician authorised by <b>Microsoft</b>.</li> <li>Failing to secure or correctly package the <b>Product</b> during transportation resulting in damage to the <b>Product</b> while it is in transit.</li> <li>Cosmetic damage to <b>Your Product</b>, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.</li> <li>Damage from freezing, overheating, rust, corrosion, warping or bending. Any <b>Indirect Loss</b> including, for example, (i) property damage, lost time, lost data or lost income resulting from a defined <b>Accidental Damage</b> event, any non-defined mechanical/electrical failure, training services provided separately by <b>Microsoft</b> or its affiliates, or any other kind of damage of or in association with the <b>Product</b>; including, for example, 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,</li> </ol> |
|--|---|

- mounts, and customised alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or colour as the previous **Product**.
- (l) We and **Microsoft** shall not assume any liability or damage to property arising out of the operation, maintenance or use of the **Product** or a **Replacement** provided under the provisions of this **Policy**.
  - (m) Events which happen by chance, including, for example: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, governmental act, or internet or other telecommunications malfunction.
  - (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) Normal periodic or preventive maintenance, adjustment, modification, or servicing.
  - (p) Cost of component parts not covered by the **Product's** original **Manufacturer's** warranty, or any non-operating/non-power-driven part, including, for example: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this **Policy**), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.
- (q) **Pre-Existing Conditions** incurred or known to You.
  - (r) Any **Claim** where **Proof of Purchase** had not been provided except where **We** and **Microsoft** agree to transfer the benefit of the **Policy**.
  - (s) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.
  - (t) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.
  - (u) Any **Claim** or benefit under this **Policy** to the extent the provision of such cover, payment of such **Claim** or provisions of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of United Kingdom or United States of America.

## CLAIMS

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

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

Please have **Your Proof of Purchase** readily available and call the **Administrator** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <https://support.microsoft.com/en-GB>. The **Administrator's** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product** and will first attempt to resolve the situation over the telephone and/or remotely. If the **Administrator** is unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a **Claim** service request number and further instructions on how to obtain service for **Your Product**.

Please do not take or return **Your Product** to the **Retailer** or send **Your Product** anywhere, unless **Microsoft** instructs **You** to do so. If **You** are instructed by **Microsoft** to take the **Product** to an authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot centre), please be sure to include all of the following:

- (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 **Microsoft** gave to **You**.

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

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

## FRAUD

- 1) If **You** make a fraudulent **Claim** under this **Policy**, **We**:
  - a) are not liable to pay the **Claim**; and
  - b) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- 2) If **We** exercise **Our** right under (1)(b) above:
  - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives



- rise to **Our** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**);
- b) **We** need not return any of the premiums paid.

## RENEWABILITY

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

## TRANSFERABILITY

**Cover** under this **Policy** cannot be transferred by **You** to any party or **Product**.

## CANCELLATION

### YOUR RIGHT TO CANCEL

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

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

### COOLING OFF PERIOD

If **Your** cancellation request is within forty-five (45) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase price paid by **You**, provided that no **Claim** has been made.

### AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after forty-five (45) days of the **Policy** purchase date, providing the **Limit of Liability** has not been met, **You** will receive a pro-rata refund of the **Policy** purchase price paid, provided that no **Claim** has been made.

### OUR RIGHT TO CANCEL

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

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

- non-payment of the **Policy** purchase price by **You**,
- deliberate misrepresentation by **You**, or
- 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 **Us** via **Microsoft** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or via email: [msespbus@microsoft.com](mailto:msespbus@microsoft.com).

**Microsoft** will reply within five (5) working days from when they 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), **Microsoft** 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 longer than four (4) weeks, they will explain the current position and let **You** know when **You** can expect a response.

Alternatively, in the event that **You** are unhappy with the response to **Your** complaint, or **You** have not received a response within eight (8) weeks of the date **Microsoft** received **Your** complaint at any stage, **You** may have the right to contact the Financial Ombudsman Service (FOS) who can review complaints from 'eligible complainants', but **You** must do so within six (6) months of receiving **Microsoft's/Our** final response. Further information can be found at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The service provided by the FOS is free and impartial. Their contact details are as follows:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [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 ombudsman cannot consider complaints.

## PRIVACY AND DATA PROTECTION

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

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

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

- For the purposes of providing insurance, handling **Claims** and any other related purposes. This may include underwriting decisions made via automated means, this is for the performance of the insurance contract between **You** and **Us**.
- For research, or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes.
- To provide **You** with information, products, or services that **You** request from **Us** or which **We** feel may interest **You** as part of the contract.
- To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations.

### DISCLOSURE OF YOUR PERSONAL DATA

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

### INTERNATIONAL TRANSFERS OF DATA

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

### YOUR RIGHTS

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

**You** have the right to:

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

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

### RETENTION

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



If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International, please see website for full address details and **Our** full privacy policy ([AEL Privacy Notice October2021.pdf.aspx \(amtrustinternational.com\)](#)) or alternatively email the Data Protection officer at [Privacy@amtrustgroup.com](mailto:Privacy@amtrustgroup.com).

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligation to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk).

## 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; ASSIGN

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

### NOTICES

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

### ELECTRONIC COMMUNICATIONS

To communicate with **You** electronically regarding:

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

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

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

## ENTIRE AGREEMENT

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

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

### **Cancellation form**

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

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

-I hereby cancel the Policy concluded by me for the following device(s):  
Not sure which device you have? [Find out here](#)

-Name of the customer:

-Device Serial number:

-Signature of the customer

-Date