

# Product Disclosure Statement

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

## Who provides the Insurance

The insurer for the Insurance is Technology Insurance Co 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 licence (AFSL no. 255304).

Microsoft Australia Pty Ltd, 1 Epping Road North Ryde, 2113 Australia (**Microsoft**) is a general insurance distributor acting on behalf of A.I.S. to arrange for its customers to have access to the Insurance. The Insurance is provided through a group policy issued to Microsoft by the Insurer. The group policy allows Microsoft (and its Australian authorised distributors and resellers) to offer accidental damage benefits to its customers who have purchased a Surface product, tablet, or laptop (**Product**). Microsoft (and its Australian authorised distributors and resellers) is not authorised or licensed to provide any 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.

Microsoft pays a premium at the time of acquiring the group policy. The Insurance is provided to customers that have a Microsoft Complete Plan at no additional charge.

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 4.

The Insurer is 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* or subject to the *Insurance Act 1973* 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 1973*, 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 1973*.

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 18, 2019). 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 Australia Pty Ltd

1 Epping Road North Ryde

2113 Australia

Telephone: +61 2 9870 2200

Freecall (within Aust): 13 20 58

Facsimile: +65-6370-9001

Email: [msespbus@microsoft.com](mailto:msespbus@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 4.

## Privacy

Both Microsoft and A.I.S. are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to provide you with this Insurance, and to assess and manage claims. Your information is collected by Microsoft (and its Australian authorised distributors and resellers). If you don't provide full information we may not be able to provide you with 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, assessor, investigator, professional adviser) or other person involved in the claims management process (e.g. an Australian authorised distributor/reseller) but will take all reasonable steps to ensure that they comply with the Privacy Act.

A.I.S.'s Privacy Policy contains information about how you can access the information it holds about you, ask us 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 our website [www.aisinsurance.com.au](http://www.aisinsurance.com.au)

Details regarding the Privacy Policy for Microsoft and Technology Insurance Co Inc. can be found at the following websites: <http://www.microsoft.com/privacystatement/en-us/core/default.aspx>

## Your duty of disclosure

At the time of application, you have a duty to disclose to the Insurer every matter that you know or could reasonably be expected to know that is relevant to the Insurer's decision whether to accept the risk of Insurance and, if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate the Insurance. We ask you to make these disclosures in the Insurance application.

Your duty however, does not require you to disclose any matter that diminishes the risk to be insured by the Insurer, that is of common knowledge, that the Insurer knows of or in the ordinary course of its business ought to know or in respect of which the Insurer waives the requirement to comply.

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce its liability under the contract in respect of any claim or may cancel the Insurance. If your non-disclosure is fraudulent the Insurer may also have the option of avoiding the contract from the beginning.

### Significant features and benefits

#### 1.) Who is eligible

You are eligible to claim on the Insurance if you are:

- over the age of 18 years;
- ordinarily reside in Australia; and
- a customer of Microsoft and have purchased the Microsoft Complete Plan for your Product.

#### 2.) When does the Insurance start

Once your Microsoft Complete Plan is paid for, you will be issued with confirmation of cover and the Insurance commences on the date stated in that document.

#### 3.) What does the Insurance cover

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

The damage must be caused by an accident which is any involuntary, external, forcible and violent event that was unforeseen and was not deliberate, 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

You are entitled to make two claims for replacement or repair of each damaged Product during the period of your Insurance. The maximum amount the Insurer will pay will not exceed the Original Purchase Price paid by you for the covered Product, excluding any applicable taxes and/or

fees, as indicated on your original purchase receipt (the "Original Purchase Price") for the Product.

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 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 Original Purchase Price.

#### 5.) What is not covered by the Insurance

<b>Natural disaster events</b>	Damage caused directly or indirectly by flood, earthquake, natural disasters, atmospheric conditions (other than lightning or rainstorm).
<b>War and terrorism events</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;</li> <li>○ 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.</li> </ul>
<b>Contravention of law, confiscation etc.</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ an act in contravention of a government prohibition or law;</li> <li>○ 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.</li> </ul>
<b>Nuclear related events</b>	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.

<b>Deliberate acts or omissions</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ Fraud or criminal activity on Your part;</li> <li>○ Unforeseen loss caused by you or a person authorised to use your Product;</li> <li>○ Any deliberate act or negligence by you or a person authorised to use your Product.</li> </ul>
<b>Theft or unexplained loss</b>	Damage caused directly or indirectly by theft, mysterious disappearance, unexplainable and/or unprovable event.
<b>Wear and tear and scratching</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ wear and tear, marring, scratching;</li> <li>○ mechanical or electrical breakdown, discoloration, or any type of damage or failure that does not affect how the Product functions;</li> <li>○ 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.</li> </ul>
<b>Product related defects</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ 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;</li> <li>○ product defects whether latent inherent or not;</li> <li>○ electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or repair.</li> </ul>
<b>Accessories and alterations</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring;</li> <li>○ costs or charges when replacing accessories which can no longer be used with the Product;</li> <li>○ replacement of or repair to any accessories associated with the Product.</li> </ul>
<b>Batteries</b>	Damage caused directly or indirectly by: <ul style="list-style-type: none"> <li>○ damage to , or costs or charges, when repairing or replacing battery chargers or batteries;</li> </ul>

	<ul style="list-style-type: none"> <li>○ internal leakage of the battery, unless directly caused by an accident.</li> </ul>
<b>Failure to service, clean and maintain</b>	Damage caused directly or indirectly by damage caused by failing to take reasonable care to routinely service, inspect, adjust, maintain or clean the Product.
<b>Consequential losses</b>	Any loss of value, loss of use, loss of information stored in memories or any consequential loss (including but not limited (i) property damage, lost time, lost data or lost income resulting from a defined breakdown, or accidental damage event, any non-defined mechanical/electrical failure, training services provided separately by Microsoft or its affiliates, or any other kind of damage of or in association with the Product; including, but not limited to any non-covered equipment used in association with the Product; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by You associated with customised installations to fit the Product such as third party stands, mounts, customised alcoves and the like; or (v) a replacement that is a different model, size, dimension or color as the previous Product.

#### **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 Service Contract.

#### **Important Conditions**

##### **1.) Your obligations to take reasonable care**

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

##### **2.) How do I claim**

You must notify Microsoft 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. You can also visit <https://support.microsoft.com> for online web support.

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 Product to Microsoft for them to assess the damage.

### 3.) 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.

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.

### 4.) Cancellation

We may cancel this Insurance for any reason where we are permitted to cancel under the Insurance Contracts Act 1984 (Cth).

You can cancel during the cooling off period or at any other time during the period of the cover by providing us with 7 days prior written notice. Cancellation notices should be emailed to [microsoft@aisinsurance.com.au](mailto:microsoft@aisinsurance.com.au)

There is no refund of the cost of the Insurance if you decide to cancel the Insurance.

### 5.) Transfer/Sale to a Third Party

If you sell a Product or transfer the ownership of your Product to a third party at any time during the period of cover, unless you are a non-business customer, your right to make a claim on the insurance will automatically come to an end. If you are a non-business customer, you can transfer the Microsoft Complete Plan to the new owner by contacting Microsoft to arrange a transfer.

### General Insurance Code of Practice

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

### 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. Insurance Brokers Pty Ltd using the contact details below:

137 Moray Street  
South Melbourne VIC 3205  
Telephone: 03 8699 8888  
Email: [microsoft@aisinsurance.com.au](mailto: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 should 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](mailto:regulatorycompliance@amtrustgroup.com)  
Fax: (216) 328-6447

If your dispute remains unresolved, you may contact the Australian Financial Complaints Authority.

Their contact details are:

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