

Microsoft Insurance Policy Mechanical Breakdown For Accessories



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:** Breakdown 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 coverage requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

This policy provides coverage for replacement of your eligible Microsoft product against breakdown up to a maximum of two (2) replacements.



What is insured?

The following may be insured under Microsoft Commercial Insurance Policy Mechanical Breakdown for Accessories. Details of the coverage applicable can be found on your proof of purchase.

✓ Surface Type Cover / Keyboard

Coverage for Breakdown is provided for the following items:

Surface Pro X Signature Keyboards and Surface Typecovers designed to attach to and work with Surface tablets plus associated pen attached to the Surface Pro X Signature Keyboard, if applicable.

Coverage is provided for replacement of your eligible Microsoft product in the event that Breakdown occurs up to a maximum of two (2) replacements of the product.



What is not insured?

- ✗ Any accidental damage;
- ✗ Pre-existing conditions;
- ✗ Normal 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.



Are there any restrictions on coverage?

- ! In order to be eligible for coverage, the Product must be purchased from Microsoft or a Retailer.



Where am I covered?

- ✓ The country in which you purchased Microsoft Commercial Insurance Policy Mechanical Breakdown for Accessories.



What are my obligations?

- ! Claims must be notified as soon as possible after the claim incident occurs
- ! 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 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 Commercial Insurance Policy Mechanical Breakdown for Accessories.



When does the coverage start and end?

Coverage for a Breakdown begins upon expiration of the Manufacturer's original parts and/or labour warranty and continues for the remainder of Your Term as shown on Your 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, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland
- Email: msepbus@microsoft.com
- Phone: Phone numbers can be found at <http://support.microsoft.com>

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 to you, 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, you will receive a pro-rata refund of the policy purchase price paid by you, provided no claims have been made.

“MICROSOFT COMMERCIAL INSURANCE POLICY FOR ACCESSORIES”

Terms & Conditions

Thank You for Your recent purchase of “Microsoft Commercial Insurance Policy for Accessories”. Please keep this important terms and conditions document along with the Proof of Purchase together in a safe place, as both will be needed at the time of a claim. 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.

This product meets the demands and needs of those who wish to ensure that their accessories are protected from breakdown.

DEFINITIONS

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

- **“Breakdown”**: the mechanical and/or electrical failure of the Product that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship.
- **“Covered Product(s)”, “Product(s)”**: the eligible Microsoft accessories purchased by You that are Covered under this Policy and listed in the “What is Covered” Section.
- **“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, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Insurer”**: this insurance is underwritten by AmTrust Europe Limited (the “Insurer”), registered in England & Wales, Company No. 1229676. The Insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firms Ref No. 202189.
- **“Limit of Liability”**: the Insurer’s maximum liability for any one claim and in total during the Term of the Policy.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer of the **Product** who is also the administrator / claims administrator of this Policy.
- **“Original Purchase Price”**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
- **“Policy”**: The contract between You and the Insurer, evidenced by this terms and conditions document, Proof of Purchase and Your Policy Details.
- **“Policy Details”**: the first page of Your online Microsoft account, that confirms Your coverage under this Policy.
- **“Pre-Existing Condition”**: damages or defects associated with the Product that existed before this Policy was purchased.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which this Policy was purchased, the Product purchased and the Term period. **“Retailer”**: the seller that has been authorised by Microsoft and Us to sell this Policy to You.
- **“Replace” or “Replacement(s)”**: an item supplied to You through Our arrangement. We will replace the defective Product, at Our sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality and We make no guarantee that a Replacement will be the same model, size, dimensions or colour as the previous Product.
- **“Term”**: the period of time in which the provisions of this Policy are valid as stated on Your Policy Details and / or Proof of Purchase.
- **“We”, “Us”, “Our”**: the Insurer, the Manufacturer, administrator or claims administrator.
- **“You”, “Your”**: the purchaser/owner of the Product(s) covered by this Policy.

TERM – EFFECTIVE DATE OF COVERAGE

Coverage for a Breakdown begins upon expiration of the Manufacturer’s original parts and/or labour warranty and continues for the remainder of Your Term as shown on Your Policy Details or until the Limit of Liability is reached, whichever is sooner.

PRODUCT ELIGIBILITY

In order to be eligible for coverage under this Policy, the Product must be: (a) be an eligible Microsoft accessory (described under the “What is Covered” section below); and (b) purchased from Microsoft or an authorised Retailer (subject to the same entity that sold you the accessory selling you this Policy).

WHAT IS COVERED

During the Term described above, this Policy provides for a Replacement if the Product has a Breakdown occur (**“Coverage”, “Covered”, “Cover”**). Eligible Microsoft accessories are the following:

- ▶ **Covered Essentials for Microsoft Surface Type Cover / Keyboard**: Surface Pro X Signature Keyboards and Surface Typecovers designed to attach to and work with Surface tablets plus associated pen attached to the Surface Pro X Signature Keyboards, if applicable, are Covered under this Policy, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase. Coverage also includes shipment of the Covered Product. Notice – expressly excluded items: any accessories or add-on items that are not listed in the “Covered Essentials” provision above are not covered under this Policy (regardless of whether such were originally supplied by Microsoft within a single, all-in-one packaged purchase).

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS POLICY

- A. If We provide a Replacement to You:
 - ▶ We reserve the right to replace a defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model, size, dimension or colour as the previous Product.
 - ▶ Technological advances may result in a Replacement that has a lower retail or market price than the previous Product, and in such situation, this

Policy shall not provide You with any reimbursement for such a price difference.

- ▶ Any and all Product parts, components or entire units Replaced under the provisions of this Policy shall become Our property in their entirety.
- B. Coverage described under this Policy shall not replace or provide any duplicative benefits during any valid manufacturer's warranty period. During such period, anything covered under the manufacturer's warranty is the sole responsibility of the manufacturer and shall not be covered under this Policy; regardless of the manufacturer's ability to fulfil its obligations.
- C. Coverage under this Policy is limited to that which is specifically described in this document, as applicable to Your Policy. Anything not specifically expressed herein is not covered (including but not limited to any training services provided separately by Microsoft or Microsoft's designees).
- D. Your responsibilities: It is Your responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services covered under this Policy. Software and/or data transfer or restoration services are not covered.
- E. If We choose to Replace Your Product, We may provide advanced exchange service. When We provide advanced exchange service, the Replacement product may be delivered to You in advance of Our receipt of Your defective Product. You must ship Your defective Product to Us within ten (10) calendar days of confirmed delivery receipt of the replacement Product. If You do not return the defective Product to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement product, You will be charged a non-returned device fee equal to the Manufacturer's suggested retail price of the Replacement product.

DEDUCTIBLE

No Deductible payment (excess) is required in order to receive Coverage under this Policy.

WHAT IS NOT COVERED – EXCLUSIONS

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

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| <ul style="list-style-type: none"> (a) Pre-Existing Conditions incurred or known to You. (b) Any accidental damage, meaning physical damage to the Product following a sudden and unforeseen accident which affects the functionality of Your Product. (c) 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. (d) Any Indirect Loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown 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, and customised alcoves and the like; or (v) a Replacement that is a different model, size, dimension or colour as the previous Product. We shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the Product or a Replacement provided under the provisions of this Policy. (e) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by Us. (f) Damage from freezing, overheating, rust, corrosion, warping or bending. (g) Normal wear and tear, or gradual deterioration of Product performance. (h) The intentional treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure. (i) Damage to or malfunction of Your Product caused by or attributed to the operation of a software virus or any other software-based | <ul style="list-style-type: none"> malfunction. (j) Loss, theft, or malicious mischief or disappearance. (k) 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, governmental act, or internet or other telecommunications malfunction. (l) Lack of performing the Manufacturer's recommended maintenance, operation, or storage of the Product in conditions outside of the Manufacturer's specifications or instructions. (m) 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. (n) Product(s) that have removed or altered serial numbers. (o) Cosmetic damage however caused to Your Product, including marring, scratching and denting unless such cosmetic damage results in loss of functionality. (p) Normal periodic or preventive maintenance, adjustment, modification or servicing. (q) Cost of component 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. (r) Any claim where Proof of Purchase had not been provided except where We 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. |
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CLAIMS

Important: the submission of a claim does not automatically mean that the Breakdown to Your Product is covered under Your Policy. In order for a claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. There is no coverage under this Policy if you make unauthorised repairs.

Have Your Proof of Purchase readily available and call Us at the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit <https://support.microsoft.com> for online web support. Our authorised representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a claim service request number and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless We instruct You to do so. If You are instructed by Us to 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 We gave to You.

NOTE: If We require You to mail the Product elsewhere, We will provide You with 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 instructions. You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorised representative.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot centre which has been authorised by Us. 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 recover from You any sums paid by Us to You in respect of the claim; and
- c) 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)(c) 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 the Insurer's liability under the Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) We need not return any of the premiums paid.

LIMIT OF LIABILITY

You are covered for up to two (2) replacement of the Covered Product against Breakdown.

Notice – once this limit is reached, the Insurer's obligations will be considered fulfilled and Coverage under the Policy ends; regardless of any remaining time under the current Term.

We nor the Retailer shall be liable for any incidental or indirect damages; including but not limited to: property damage, lost time or lost data 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 replacement parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions known to You, including any inherent Product flaws.

RENEWABILITY

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

TRANSFERABILITY

Coverage under this Policy may be transferred by You to another individual, You must inform Microsoft by contacting them by email msepbus@microsoft.com or by phone at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>.

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, D18 P521, Ireland, phone Us on the phone the number found at <http://support.microsoft.com>, or email msepbus@microsoft.com.

COOLING OFF PERIOD

If You cancel 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 claims have been made during that period.

AFTER THE COOLING OFF PERIOD

If You cancel after forty-five (45) 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 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.

We may cancel this Policy for the following reasons:

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

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 <https://support.microsoft.com> or via email: msepbus@microsoft.com.

We will reply within three (3) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We will give You an interim response telling You what is being done to deal with Your complaint, when You can expect a full reply and from whom. In most cases Your complaint will be resolved within four (4) weeks.

Alternatively, at any stage, You may have the right 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. Further details can be found at <http://www.financial-ombudsman.org.uk/default.htm>

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 PROTECTION

We are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controllers are Microsoft and the Insurer. Below is a summary of the main ways in which the Insurer processes Your personal data, for more information please visit the Insurers website at www.amtrusteuropa.com. For information on how Microsoft processes Your personal data please visit Microsoft.com/privacy.

HOW THE INSURER USES YOUR PERSONAL DATA AND WHO THE INSURER SHARES IT WITH

The Insurer will process the personal data, being any information relating to an identified or identifiable natural person, it holds about You in the following ways:

- o For the purposes of providing insurance, handling claims and any other related purposes. This may include underwriting decisions made via automated means, this is for the performance of the insurance contract between the Insurer and You.
- o For offering renewal, research or statistical purposes, this is for the Insurer's legitimate interests: for it to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of the EU.
- o To provide You with information, products or services that you request from Us or which We feel may interest You, where You have consented to be contacted for such purposes.
- o To notify You about changes to Our service, this is for the Insurer's legal and regulatory obligations.
- o To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet the Insurer's legal and regulatory obligations based on a jurisdiction within the EU.

DISCLOSURE OF YOUR PERSONAL DATA

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

The Insurer may also disclose Your personal information:

- a) In the event that it sells or buys any business or assets, in which case it may disclose Your personal data to the prospective seller or buyer of such business or assets.
- b) If any Insurer company or a substantial portion of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- c) To protect the rights, property, or safety of Insurer, its customers, employees or others.

INTERNATIONAL TRANSFERS OF DATA

The Insurer may transfer Your personal data to destinations outside the European Economic Area ("EEA"). Where the Insurer transfers Your personal data

outside of the EEA, the Insurer will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. The Insurer only transfers data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, the Insurer uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

YOUR RIGHTS

You have the right to:

- a) Object to the processing of Your personal data for direct marketing purposes at any time;
- b) Object to the processing of Your personal data where processing is based on the Insurer's legitimate interests;
- c) Access and obtain a copy of the personal data in the Insurer's control and information about how and on what basis this personal data is processed;
- d) Request erasure of Your personal data;
- e) Ask to update or correct any inadequate, incomplete or inaccurate data.
- f) Restrict the processing of Your data.
- g) Ask the Insurer to provide Your personal data to You in a structured, commonly used, machine-readable format, or You can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on Your consent or on the performance of a contract with You and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw Your consent at any time where processing is based on Your consent, without affecting the lawfulness of processing based on consent before its withdrawal.

RETENTION

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

If you have any questions concerning the Insurers use of Your personal data, please contact The Insurer's Data Protection Officer, please see website (<https://www.amtrusteurope.com/>) for full address details.

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 0207 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 England and Wales.

SUBCONTRACT

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

WAIVER AND SEVERABILITY

The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

NOTICES

We will contact You for the purposes of managing Your Policy, at any telephone number, or physical or electronic address You provide to 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, text message or recognized commercial overnight courier.

ENTIRE AGREEMENT

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

Microsoft, Surface, and Xbox are trademarks of the Microsoft group of companies.