

“MICROSOFT COMPLETE”

Policy Summary

THIS IS IMPORTANT INFORMATION YOU SHOULD READ

This policy summary does not contain the full terms and conditions of the insurance – these can be found in the policy terms and conditions document.

This insurance cover is underwritten by certain underwriters at Lloyd’s. Lloyd’s holds a licence from the Reserve Bank of New Zealand for Lloyd’s underwriters to carry on insurance business in New Zealand. Lloyd’s has a financial rating of A (Excellent) and an outlook of 'Positive' from A M Best.

The rating scale is as follows:

A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under regulatory supervision
F	In liquidation
S	Rating suspended

Lloyd’s also has financial strength ratings from Fitch and Standard & Poors, both of which can be found at page 12 of this document.

Microsoft’s contact details

Name and address:	Microsoft New Zealand Limited Level 5, 22 Viaduct Harbour Avenue PO BOX 8070 Symonds Street Auckland 1150
Telephone number:	+64-93625800
Email address:	msespb@microsoft.com

CONSUMER GUARANTEES ACT 1993 RIGHTS

Summary of Consumer Guarantees Act 1993 (CGA) rights

If you are a consumer under the CGA, you have certain rights in respect of goods that a business sells you. In summary, goods must:

- be **durable** for as long as most people would expect that kind of good to last;
- be fit for their purpose – do all the normal things that people would expect this kind of good to do;
- be free of minor and major faults; and
- do what you, the consumer, are told they do including anything written on the box or in advertising material.

If a good fails to meet one of the guarantees set out in the CGA, you have the following rights:

- If the failure is serious you can choose between a refund, a replacement with goods of the same type and similar value, a repair or keeping the goods and the business that sold you the goods will pay you an amount of money to cover the loss in their value.
- If the failure is not serious, the business that sold you the goods can choose to refund, repair or replace with goods of identical type. If they choose to repair or replace it must be done within a reasonable time or you can ask for a refund.
- If you incur extra costs from the failure, the business that sold you the goods must pay you a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the goods including any costs in returning the goods.
- There is no limit on the number of claims you can make.
- If the business that sold you the goods has repaired or replaced them, you have the same rights with that item as you had with the original goods.
- If the business that sold you the goods disagrees about the fault, what caused the fault or what remedy you are entitled to, you can take them to the Disputes Tribunal. There is a cost which you pay to the Tribunal for taking such a claim.

Comparison of CGA rights to your rights under this Policy

In order to access a remedy under the CGA, you are required to show that the goods have failed to comply with one of the CGA’s guarantees (for example, the guarantee as to acceptable quality of goods, or the guarantee as to fitness for a particular purpose). This Policy provides you with a more direct route to a remedy in the event of a **Breakdown** (as that term is defined under DEFINITIONS).

While it is likely that a **Breakdown** would also give rise to a remedy under the CGA, this Policy allows you (subject to the terms of this Policy) to have the Insurer and Microsoft repair or replace your **Product** without the need for you to show the **Product** has failed to meet any particular quality or functionality threshold (i.e. a CGA guarantee). However, you will still need to show that the fault with your Product meets the definition of **Breakdown** and is not excluded from this Policy under WHAT IS NOT COVERED - EXCLUSIONS.

Your rights to a remedy under this Policy may differ from the remedies available to you under the CGA. For instance, the decision to repair or replace the product may be yours in the event of a serious failure under the CGA, but this decision will be the choice of the Insurer and Microsoft under this Policy.

Also under this Policy, the Insurer and Microsoft may replace your **Product** with a refurbished device, or a device that is similar but not identical to your **Product**. This may differ from the remedies available under the CGA.

Faults with your Product may arise that do not constitute a **Breakdown**. In such cases, you will not have a remedy under this Policy, but may do under the CGA.

If you purchased the "Surface Policy including AD", this Policy will also cover you for sudden unforeseen accidents that affect the functionality of your **Product**. This may extend beyond the rights for remedy available to you under the CGA, which does not provide a remedy for accidental damage.

While your rights under the CGA commence at the time you purchase your **Product**, the rights under this Policy for **Breakdown** do not commence until the expiry of the manufacturer's limited warranty. The manufacturer's limited warranty expires one year from purchase of the **Product**. Your CGA rights may continue after the expiry of this Policy. If you purchased the "Surface Policy including AD", the accidental damage cover will commence at the time you purchase this Policy.

Under the CGA, you may make a claim that your **Product** fails to meet the requirements of acceptable quality against either the retailer or the manufacturer. Under this Policy, your claim for **Breakdown** will be against the manufacturer and the Insurer.

Under the **Breakdown** coverage, Microsoft and the Insurer are only liable to you for unlimited repairs up to the **Original Purchase Price** of your **Product** if the replacement of your **Product** is not necessary, and up to one **Replacement** of your **Product**. Under the **AD** cover, you are covered for a maximum of two claims for **Repair** or **Replacement** of your **Product** during the **Term**, up to a maximum of two times the **Original Purchase Price** of your **Product**. There are no limits on the number or value of claims that can be made under the CGA.

Your right to cancel this Policy

You have a right under the Fair Trading Act 1986 (**FTA**) to cancel this Policy within 5 working days after the date on which you receive a copy of this Policy, or at any time if the Insurer and Microsoft have failed to comply with the disclosure requirements in section 36U of the FTA, unless that failure is minor. You may exercise this right by contacting Microsoft at one of the contact addresses or telephone number set out at the top of this page. If you exercise this right, the Insurer and Microsoft will immediately repay the Policy Price. This right is in addition to the other rights of cancellation set out later in this Policy.

COVER

Coverage Plan Options are located in the terms and conditions document

During the Term described above, this Policy provides for a Replacement if the Covered Product has Covered Breakdown, Accidental Damage ("**Coverage**", "**Covered**", "**Cover**"). Eligible Microsoft accessory are the following:

► **Covered Essentials for Xbox Elite Controller:** Coverage for one (1) Xbox Elite controller.

NOTICE – EXPRESSLY EXCLUDED ITEMS: ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISIONS ABOVE, ARE NOT COVERED UNDER THIS PLAN.

For Breakdown Claims, We will Replace Your Product pursuant to the provisions of this Policy. For Accidental Damage Claims, We are authorised to assess Accidental Damage claims and we will report to the Insurer and authorise Replacements. If We, or the Insurer decide 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 Ours or the Insurer's property in their entirety. *When a Replacement is applicable, 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*

PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Policy, the merchandise must: (i) be an eligible Microsoft accessory (described under the "What is Covered-General" section below) purchased from an authorized Retailer; and (ii) NOT be Covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein; and (d) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The following are not all the exclusions; please see 'What is not covered – Exclusions' in the terms and conditions document for the full list

Like all insurances, there are some things this insurance does not cover. Importantly these include (but are not limited to):

- Products that are intended for Commercial use;
- 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;
- Any service of the product that is covered by a warranty, other service policy or insurance (except for statutory guarantees that, by law, cannot be excluded); and
- Accessories and peripherals that are not provided by Microsoft or were not included in the original sale of the product.

DURATION OF COVER

Coverage for a breakdown begins upon expiration of the shortest portion of the manufacturer's original parts and/or labour warranty and continues for the remainder of your term as shown on your summary of cover, for a maximum of twenty four (24) months, or until the limit of liability is reached, whichever is sooner.

Coverage for damages to your product resulting from accidental damage begins as shown on your summary of cover and continues for the term as shown on your summary of cover or until the limit of liability is reached, whichever is sooner. *Only applicable if you purchased the Surface Tablet Policy including AD.*

Your summary of cover can be found at: <https://support.microsoft.com>

CANCELLATION RIGHTS

'Cancellation' in the terms and conditions document

You may cancel this policy at any time by informing us of the cancellation request at the details below:

Write: Insurance Policy Cancellations, Microsoft New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, P.O. Box 8070 Symonds Street, Auckland 1150

Email: msepbus@microsoft.com

Phone: Phone numbers can be found at <https://support.microsoft.com/gp/customer-service-phone-numbers>

COOLING OFF PERIOD

In addition to the cancellation rights set out on the first page of this Policy, if your cancellation request is within thirty (30) days of the policy purchase date, you will receive a one-hundred percent (100%) refund of the policy 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 thirty (30) days of the policy purchase date, you will receive a pro-rata refund of the policy purchase price paid by you, provided no claims have been made.

CLAIMS

'Claims' in the terms and conditions document

Please refer to the Claims Procedure, which you will find in the terms and conditions document. Claims must be notified to Microsoft within fourteen (14) working days of the claim incident occurring.

For best service, have your proof of purchase readily available and call us at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>.

Our authorised representatives will promptly obtain details regarding the issue you are experiencing with the product, and will first attempt to resolve the situation over the telephone and/or remotely. If we are unsuccessful in resolving the issue over the telephone and/or remotely, you will be provided with a claim service request number and further instructions on how to obtain service for your product.

Please do not take or return your product to the retailer or ship your product anywhere, unless we instruct you to do so.

COMPLAINTS

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

We will reply within five (5) 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.

If it will take us longer than four (4) weeks then we will tell you when you can expect an answer.

If your complaint to the Microsoft representative above does not resolve your complaint or you are not satisfied with the way your complaint has been dealt with, you can complain to Lloyd's underwriters at complaints@lloyds.com or you can contact the Lloyd's Underwriters' General Representative in New Zealand at the following address:

Lloyd's Underwriters' General Representative in New Zealand

Mr Scott Galloway

c/o Hazelton Law

Level 29 Plimmer Towers

2-6 Gilmer Terrace

P.O. Box 5639

Wellington

Email: scott.galloway@hazelton.co.nz

Tel: +64 4 472 7582

Fax: +64 4 472 7571

Mailing Address:

P.O. Box 5639

Wellington

New Zealand

Further information on Lloyd's underwriters' complaints procedures can be found at the following web address:

www.lloyds.com/lloyds/offices/australasia/new-zealand/complaints-procedures.

Lloyd's underwriters are members of the Insurance and Financial Services Ombudsman Scheme (IFSO). If the Lloyd's complaints process results in a letter of deadlock being issued, you can make a complaint to the IFSO. The IFSO web address is www.iombudsman.org.nz.

Making a complaint under this procedure will not affect your right to take legal action.

This policy is not subject to the protections afforded by the Insurance Council of New Zealand Fair Insurance Code.

"MICROSOFT COMPLETE FOR ACCESSORIES"

Policy Terms & Conditions

CONSUMER RIGHTS: FOR CONSUMERS IN TERRITORIES WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THESE TERMS AND CONDITIONS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THESE TERMS AND CONDITIONS SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY LAW AND THE RIGHT TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY **US** OF ANY OF **OUR** CONTRACTUAL OBLIGATIONS.

Thank **You** for **Your** recent purchase of "Microsoft Complete 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. This policy is dated with the date set out in **Your Summary of Cover**. The price payable by **You** for this **Policy** is the **Policy Price**.

DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning –

- **"Accidental Damage"**: refers to accidental damage from handling; meaning such as damage resulting from unintentionally dropping the Covered Product, liquid spillage, or in association with screen breakage.
- **"Administration Fee"**: the amount You are required to pay, per Claim, for certain services covered under this Policy (if any).
- **"Breakdown"**: the mechanical and/or electrical failure of the Covered Product that results in it no longer being able to perform its intended function, including defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the Product. *Breakdown Coverage for Surface, and Xbox Plans is provided to You by Us.*
- **"Claim"**: a request for Replacement in accordance with this Policy sent by You.
- **"Covered Product(s)", "Product(s)"**: the eligible Microsoft device(s) purchased by You that is/are to be Covered under this Policy and listed in the "What is Covered" Section.
- **"Insurer"**: this insurance is underwritten 100% by certain underwriters at Lloyd's. Lloyd's holds a licence from the Reserve Bank of New Zealand for Lloyd's underwriters to carry on insurance business in New Zealand.
- **"Manufacturer", "Microsoft"**: the original equipment manufacturer, Microsoft New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO BOX 8070 Symonds Street, Auckland 1150. Website www.microsoft.com
- **"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.
- **"Plan"**: the specific "COVERAGE PLAN OPTION" under this Policy that You have selected and purchased, as confirmed on Your Proof of Purchase.
- **"Policy Price"**: The total price payable by **You** for this **Policy**, as set out in the **Summary of Cover**.
- **"Policy"**: The contract between **You** and the **Insurer**, evidenced by this terms and conditions document, **Proof of Purchase** and **Your Summary of Cover**.
- **"Proof of Purchase"**: the original purchase receipt provided at the point of sale that confirms the date in which the Policy and Product were purchased, as well as the Term period and basic coverage information of the Policy.
- **"Replace" or "Replacement(s)"**: an item supplied to You through Our arrangement in the event of a valid Claim. We reserve the right to Replace the Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality. We make no guarantee that a Replacement will be the same model, size, dimensions or color as the previous Covered Product.
- **"Retailer"**: the seller that has been authorized by Us to sell this Policy to You.
- **"Service Fee"**: the amount You are required to pay, per Claim, for services covered under this Policy (if any).
- **"Term"**: the period of time shown on Your Proof of Purchase which represents the duration in which the provisions of this Policy are valid.
- **"We", "Us", "Our"**: the **Insurer**, the **Manufacturer**, administrator or claims administrator.
- **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Policy.

TERRITORY

This Policy is valid and eligible for purchase in New Zealand only.

POLICY TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Accidental Damage** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase.
2. **Coverage for a Breakdown** begins upon expiration of the manufacturer's original warranty and continues for the remainder of Your Term shown on Your Proof of Purchase.

PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Policy, the merchandise must: (i) be an eligible Microsoft accessory (described under the "What is Covered-General" section below) purchased from an authorized Retailer; and (ii) NOT be Covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein; and (d) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).

WHAT IS COVERED

During the Term described above, this Policy provides for a Replacement if the Covered Product has Covered Breakdown, Accidental Damage ("**Coverage**", "**Covered**", "**Cover**"). Eligible Microsoft accessory are the following in which availability is subject to market:

- ▶ **Covered Essentials for Microsoft Surface Type Cover:** Plus associated pen attached to the Type Cover, if applicable, 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: DIGITAL PENS AND ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISION ABOVE ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).

- ▶ **Covered Essentials for Xbox Elite Controller:** Coverage for one (1) Xbox Elite controller. Coverage also includes shipment of the Covered Product.

NOTICE – EXPRESSLY EXCLUDED ITEMS: ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISIONS ABOVE, ARE NOT COVERED UNDER THIS PLAN.

For Breakdown Claims, We will Replace Your Product pursuant to the provisions of this Policy. For Accidental Damage Claims, We are authorised to assess Accidental Damage claims and we will report to the Insurer and authorise Replacements. If We, or the Insurer decide 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 Ours or the Insurer's property in their entirety. *When a Replacement is applicable, 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.*

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 color as the previous Covered Product.
 - ▶ Technological advances may result in a Replacement that has a lower retail or market price than the previous Covered Product, and in such situation, this Policy shall not provide You with any reimbursement for such a price difference.
 - ▶ Any and all Covered Product parts, components or entire units Replaced under the provisions of this Policy shall become Our property in their entirety.
 - ▶ In all cases accessories, attachments and/or peripherals will NOT be included or provided in association with a Replacement.
- 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 fulfill its obligations.
- C. Coverage under this Policy is limited to that which is specifically described in this document. 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 (if applicable) 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.

SERVICE PLAN

No Service Fee payment is required in order to receive Coverage under this Plan.

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 ("<i>Pre-Existing Conditions</i>" refers to damages or defects associated with the Covered Product THAT EXISTED before this Policy was purchased); (b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation; (c) Any Consequential Loss whatsoever including but not limited to: (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 | <ul style="list-style-type: none"> 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. 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.
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than an service technician authorized by Us, Microsoft, or the Insurer;
 - (e) Merchandise that is intended for Commercial Use (*“Commercial Use” refers to rental, business, educational, institutional or any other non-residential use*);
 - (f) Damage from freezing or overheating;
 - (g) Normal wear and tear;
 - (h) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;
 - (i) Viruses, vandalism, loss (unforeseen disappearance), theft, or malicious mischief or disappearance;
 - (j) Rust, corrosion, warping, bending;
 - (k) Animals (including pets), animal inhabitation or insect infestation;
 - (l) Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;
 - (m) Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;
 - (n) Improper use of electricity and power fluctuations;
 - (o) Merchandise that is 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; Merchandise that has removed or altered serial numbers;
- (p) Any consequential damages or delay in rendering service under this Policy, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us or the Insurer;
 - (q) Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage (*“Cosmetic Damage” refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish*);
 - (r) Normal periodic or preventive maintenance, user education or set up adjustments;
 - (s) Any service of the Product that is covered by a warranty, other service \contract which is provided by someone other than Us;
 - (t) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens;
 - (u) Cost of lost components (unless they are covered by a statutory guarantee) 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 molding, switches and wiring;
 - (v) Coverage that would violate any U.S. or other international/national economic or trade sanctions laws;
 - (w) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
 - (x) Any service performed outside of New Zealand.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY CLAIM. THIS POLICY DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE OR THE INSURER BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A “NO PROBLEM FOUND” DIAGNOSIS FROM OUR OR THE INSURER’S AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE ACCIDENTAL DAMAGE OR 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 UNAUTHORIZED REPAIRS.

Proof of Purchase readily available and visit <https://support.microsoft.com> for online web support. Our authorized 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 authorized servicer near You or to a Retailer, or if You are instructed to mail-in the Product elsewhere (such as an authorized depot center), please be sure to include all of the following with Your Product:

- (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 or the Insurer require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We or the Insurer 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 authorized representative.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us or the Insurer. 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.

LIMIT OF LIABILITY

For BREAKDOWN COVERED CLAIMS:

- ▶ **Replacement:** Up to one (1) Replacement of the Covered Product, provided at Our sole discretion, with Covered Claims.
NOTICE – ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS POLICY WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT POLICY TERM.

For ACCIDENTAL DAMAGE COVERED CLAIMS:

- ▶ **Replacement:** Up to one (1) Replacement of the Covered Product, provided at Our sole discretion, with Covered Claims.
NOTICE – ONCE THIS LIMIT IS REACHED, THE INSURER'S OBLIGATIONS WILL BE CONSIDERED FULFILLED AND ACCIDENTAL DAMAGE COVERAGE UNDER THE INSURER'S POLICY ENDS; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT TERM.

We nor the Retailer shall be liable for any incidental or consequential 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 repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to You, including any inherent Product flaws.

RENEWABILITY

After Your Term expires, We or the Insurer may offer You the option to renew Your Coverage. If We or the Insurer offer to renew Your Coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product Replacement cost at the time of the renewal.

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

In addition to the cancellation rights set out on the front page of this **Policy**, **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 New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO Box 8070 Symonds Street, Auckland 1150, phone **Us** on the phone the number found at <http://support.microsoft.com>, or email msepbus@microsoft.com.

COOLING OFF PERIOD

If **Your** cancellation request is within thirty (30) days of the **Policy** purchase date, **You** will receive a one-hundred percent (100%) refund of the **Policy** purchase price paid by **You**, provided that no claims have been made during that period.

AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after thirty (30) days of the **Policy** purchase date, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You**, provided no claims have been made.

OUR RIGHT TO CANCEL

If **We** cancel this **Policy**, **We** will provide written notice to **You** at least 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:

- (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 representatives at the telephone number found at <https://support.microsoft.com> or via email: msepbus@microsoft.com.

We will reply within five (5) 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.

If it will take **Us** longer than four (4) weeks then **We** will tell **You** when **You** can expect an answer.

If **You** complaint to the **Microsoft** representative above does not resolve **Your** complaint or **You** are not satisfied with the way **Your** complaint has been dealt with, **You** can complain to Lloyd's underwriters at complaints@lloyds.com or you can contact the Lloyd's Underwriters' General Representative in New Zealand at the following address:

Lloyd's Underwriters' General Representative in New Zealand
Mr Scott Galloway
c/o Hazelton Law
Level 29 Plimmer Towers
2-6 Gilmer Terrace
P.O. Box 5639
Wellington
Email: scott.galloway@hazelton.co.nz
Tel: +64 4 472 7582
Fax: +64 4 472 7571

Mailing Address:
P.O. Box 5639
Wellington
New Zealand

Further information on Lloyd's underwriters' complaints procedures can be found at the following web address:
www.lloyds.com/lloyds/offices/australasia/new-zealand/complaints-procedures.

Lloyd's underwriters are members of the Insurance and Financial Services Ombudsman Scheme (IFSO). If the Lloyd's complaints process results in a letter of deadlock being issued, **You** can make a complaint to the IFSO. The IFSO web address is www.iombudsman.org.nz.

Making a complaint under this procedure will not affect **Your** right to take legal action.

This **Policy** is not subject to the protections afforded by the Insurance Council of New Zealand Fair Insurance Code.

PRIVACY AND DATA PROTECTION

DATA USE CONSENT

By purchasing this **Policy**, **You** have consented to the collection, holding, use and disclosure of **Your** data as described below. The Insurer and Microsoft are the parties that will hold your information under this **Policy**. The name and address of the **Insurer** for this purpose is AmTrust at Lloyd's Limited of 1 Great Tower Street, London EC3R 5AA, England.

DATA PROTECTION

The **Insurer** and **Microsoft** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this **Policy** will be regarded as **Your** acknowledgement that **You** consent to **Microsoft** and the **Insurer** collecting, holding, using and disclosing **Your** information as described below. Failure to consent to these terms and conditions will mean that the **Insurer** and **Microsoft** will be unable to provide the **Policy** to **You**.

SENSITIVE INFORMATION

Some of the personal information the **Insurer** or **Microsoft** ask **You** for may be sensitive personal data. The **Insurer** and **Microsoft** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in this terms and conditions document.

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

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

Your information comprises of all the details that the **Insurer** and **Microsoft** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the group (means a company which is a parent or a subsidiary undertaking of one of the parties). The **Insurer** and **Microsoft** will provide a reasonable level of protection to **Your** data.

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

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

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

You have expressly granted **Your** permission for the **Insurer** and **Microsoft** to use related companies in the United States of America to hold and process, on the Insurer and Microsoft's behalf, information relating to **You** and **Your Product** for the purposes of this **Policy**.

YOUR RIGHTS

You have certain rights regarding access to and correction of **Your** information. **You** have the right to see a copy of the personal information the **Insurer** and **Microsoft** hold about **You** by contacting us at the addresses set out on the front page of this **Policy**. If **You** believe that any of the information the **Insurer** or **Microsoft** is holding is incorrect or incomplete, please let **Us** know as soon as possible. To be provided with a copy of the information **You** may be asked to pay a small fee.

MARKETING

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

GENERAL PROVISIONS

- 1. 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.
- 2. Waiver; 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.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Policy will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
- 4. Law.** The governing law for the Policy is the law of New Zealand whose courts have non-exclusive jurisdiction to hear any disputes between the Parties to this Policy.
- 5. Taxes.** To the extent that any tax arises as a result of the Insurer receiving part or all of the Policy Price from you, the **Insurer** will be responsible for the payment of that tax.
- 6. Notices.** You expressly consent to be contacted, for the purposes of managing **Your Policy**, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Policy** will be in writing and may be sent by any reasonable means, including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email or fax number that **You** provided to **Us**, or three (3) days after mailing to the street address **You** provided.
- 7. Service of Suit.** Any legal proceedings to be served upon the **Insurer** may be served upon Lloyd's Underwriters' General Representative in New Zealand, who has authority to accept service and to enter an appearance on the **Insurer's** behalf.

Mr Scott Galloway
Lloyd's Underwriters' General Representative in New Zealand
c/o Hazelton Law
Level 29 Plimmer Towers
2-6 Gilmer Terrace
P.O. Box 5639
Wellington
Email: scott.galloway@hazelton.co.nz
Tel: +64 4 472 7582
Fax: +64 4 472 7571

Mailing Address:
P.O. Box 5639
Wellington
New Zealand

ENTIRE AGREEMENT

This Policy; including the Proof of Purchase, 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.

ADDITIONAL FINANCIAL STRENGTH RATINGS

STANDARD & POORS RATING

Lloyd's has a financial rating of A+ (Strong) and an outlook of 'Stable' from Standard & Poors.

The rating scale is as follows:

AAA, AAA pi	Extremely strong
AA+, AA or AA pi, AA-	Very strong
A+, A or A pi, A-	Strong
BBB+, BBB or BBB pi, BBB	Good
BB+, BB or BB pi, BB-	Marginal
B+, B or B pi, B-	Weak
CCC or CCC pi	Very weak
CC	Extremely weak
SD	Selective default
D	Default
R	Regulatory Supervision
NR	Not rated

FITCH RATING

Lloyd's has a financial rating of AA- (Very Strong) and an outlook of 'Stable' from Fitch.

The rating scale is as follows:

AAA	Exceptionally strong
AA	Very strong
A	Strong
BBB	Good
BB	Moderately Weak
B	Weak
CCC	Very weak
CC	Extremely weak
C	Distressed

"+" or "-" may be appended to a rating to indicate the relative position of a rating within the rating category. Such suffixes are not added to ratings in the AAA category or to ratings below the "B" category.