



MICROSOFT COMPLETE FOR BUSINESS TARGET MARKET DETERMINATION

About this document

This Target Market Determination (TMD) applies to Microsoft Complete for Business (**Microsoft Complete**).

The TMD helps our customers, distributors and staff understand the class of customers for which the Microsoft Complete has been designed, considering their likely needs, objectives and financial situation.

The TMD is not intended to provide financial advice, and does not form part of the terms of cover. In addition to the key eligibility requirements outlined in the TMD, the product is subject to acceptance criteria. When making a decision about Microsoft Complete, customers should review the Terms and Conditions for Microsoft Complete for Business and the Product Disclosure Statement (**PDS**) for the accidental damage insurance benefit as these describe outline the relevant terms, conditions, and exclusions. The PDS can be found [here](#).

1. Issuer and important relationships

Microsoft Complete for Business has two separate benefits: mechanical breakdown and accidental damage.

The mechanical breakdown component is provided by Microsoft Pty Ltd ACN 002 589 460, trading as Microsoft Australia (**Microsoft Australia**). This part of the product is not insurance, it is an extended warranty provided by Microsoft Australia. Microsoft Australia is not required to hold an Australian financial services licence to offer the extended warranty.

The accidental damage component of the product is insurance and it is provided by an overseas insurer, 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). The insurance is provided through a group policy issued to Microsoft by the Insurer.

Microsoft Complete is distributed by Microsoft's approved resellers and retailers and sales representatives throughout Australia when they sell an eligible Microsoft device, such as Xbox, Microsoft Surface. References to we, us or our means Microsoft Australia and AIS, as the entities responsible for the offer of Microsoft Complete in Australia.

2. Effective date and operation of TMD

The effective date of this TMD is 5 October 2021 (**Effective Date**). The TMD will apply to Microsoft Complete plans sold to Australian customers on or after the Effective Date. The TMD applies until it is replaced or withdrawn.

3. Who is the target market for this product

Microsoft Complete is designed for a class of customers whose likely objectives, financial situation and needs as outlined below, are aligned with the key attributes and eligibility criteria of Microsoft Complete.

Key attributes

Microsoft Complete provides cover for replacement or repair costs for accidental damage from handling the product and mechanical breakdown for products purchased by Australian Microsoft customers. Microsoft Complete covers costs for damage caused by an accident which is any involuntary, external, forcible and violent event that was unforeseen to the customer and was not deliberate, intentional, reckless or premeditated. Microsoft Complete also covers costs for mechanical breakdown where the product is no longer able to perform its intended function and that occurs during normal use of the product, this includes breakdown caused by defects in materials or workmanship.

Key eligibility criteria	This product is suitable for	This product is not suitable for
Type of Microsoft product	Customers who have purchased an eligible Microsoft Surface, Studio or Xbox series device (eligible Microsoft device) and have registered the product with Microsoft Australia.	Customers who have not purchased an eligible Microsoft device and/or have not registered the product with Microsoft Australia.
Customer attributes	Businesses who have a representative who is: <ul style="list-style-type: none"> ✓ 18 years old or older; ✓ Ordinarily resident in Australia. 	Businesses who have a representative who is: <ul style="list-style-type: none"> × Under the age of 18 years old; × Ordinarily resident outside Australia; × Individual customers who do not carry on a business in Australia.
Retailer of the product	Customers who have purchased the eligible Microsoft device from an approved retailer or Microsoft store in Australia.	Customers who have purchased the eligible Microsoft device from outside Australia or from someone who is not an approved retailer.
Existing cover	Customers who require protection for accidental damage because they do not have other insurance (ie business contents or other insurance) or require additional protection outside of their business contents or other insurance or require breakdown protection which exceeds their consumer guarantee rights under the Australian Consumer Law.	Customers who do not require accidental damage protection or have that protection under another policy and are comfortable to rely on the consumer guarantee rights under the Australian Consumer Law for breakdown/warranty claims.
Use of eligible Microsoft device	Products intended for commercial use, such as rental, business, educational or institutional use.	Products intended entirely or primarily for personal or residential use.
Condition of eligible Microsoft device	<ul style="list-style-type: none"> ✓ Good state of repair. ✓ Use of the device in accordance with manufacturer's guidelines/ requirements. 	<ul style="list-style-type: none"> × Existing damage or defects; × Wear and tear; × Cosmetic damage, such as scratches; × Screen or monitor imperfections, such as cracked screens

Customer's likely objectives, financial situation, and needs	
Objectives	To financially protect an eligible Microsoft device from breakdown and accidental loss or damage, which is not otherwise covered under a separate business contents insurance policy or by the customer's consumer guarantees under Australian Consumer Law.
Financial situation	Businesses that own an eligible Microsoft device, and who are likely to experience a financial burden should a mechanical breakdown or accidental damage event cause loss or damage to their device, and who can afford the applicable price for the protection and any excess (where applicable) if a claim is made.
Needs	Customers in the target market will require insurance protection from loss or damage to their eligible Microsoft device where they can't access coverage or protection under their business contents policy,

	where they do not hold business contents insurance or they require protection for events that occur outside the business premises.
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Microsoft Complete is likely to be suitable for a customer with the objectives, financial situation and needs described above because:

- It provides cover for the types of loss or damage events that customers in the target market are seeking to be protected against; and
- It is designed for customers who require protection with the key attributes described above.

Each customer will need to consider whether Microsoft Complete meets their own objectives, financial situation and needs.

4. Distributing this product

Microsoft Complete is distributed by its chosen representatives – these are sales representatives of Microsoft Australia who can offer the plan in-store, through digital sales over the internet and by telephone. Australian resellers and retailers of eligible Microsoft devices authorised by Microsoft Australia (**Approved Retailers**) can also offer the plan for purchase by Microsoft’s Australian customers on devices which are eligible for the plan. All of the distributors are authorised by AIS to provide those services under AIS’ financial services licence. Our representatives are trained in relation to the product features and key point of sale disclosures. We have chosen these representatives to distribute Microsoft Complete because of their knowledge and experience in relation to Microsoft’s products including Microsoft Complete.

Distribution of the Microsoft Complete is subject to all of the following conditions:

- Microsoft Complete can only be sold to Australian customers who are in the target market in accordance with this TMD;
- Distribution is only permitted through relevant channels where the person offering the plan is a Microsoft sales representatives or Approved Retailer or through a digital purchase transaction on Microsoft’s website;
- Approved Retailers and sales representatives offering Microsoft Complete to customers must have a valid financial services authorisation from AIS and have completed their point of sale training;
- Microsoft Complete cannot be distributed where the TMD is not up to date and no new TMD has been published; and
- The TMD must be current and not subject to any ASIC action that might suggest that the TMD is no longer appropriate.

The distribution conditions make it likely that customers who acquires Microsoft Complete are in the target market because they are supported by reasonably appropriate controls, training and scripting provided to the distributors and the distributors have knowledge of the product, terms and conditions and accepted sales process, designed to ensure that Microsoft Complete is distributed to the class of customer who fall within the target market set out above.

5. Reviewing this Target Market Determination

We will complete a review of this TMD by no later than the following periods:

Initial review	One (1) year after the Effective Date of the TMD
Ongoing review	At least every two (2) years from the initial review

We may undertake a review more frequently where we believe there is a review trigger. For more information, refer to the following section.

6. Other circumstances which will trigger a TMD review

Events or circumstances may arise that suggest the TMD is no longer appropriate. These events and circumstances are called **review triggers**. Below is a list of review triggers for this TMD:

- We make a significant change to the eligibility criteria for Microsoft Complete ;
- We make a significant change to Microsoft Complete, including the benefits provided;
- We make a significant change to the way Microsoft Complete can be distributed;

- We receive a significant number of complaints or claims, or there is a significant change in loss ratios;
- We identify that we or our representatives have been selling Microsoft Complete to people outside the target market;
- We discover a material defect in the PDS which reasonably suggests that the TMD is no longer appropriate;
- We become aware of external events such as a change in law, regulation or regulatory guidance, or media attention, that materially affects the design or distribution of the product;
- We become aware of systemic issues across the product lifecycle (such as sales, claims and complaints) through a distributor or customer who purchased Microsoft Complete, and we consider that this reasonably suggests to us the TMD is no longer appropriate;
- We receive feedback, orders or directions from a regulator or the Australian Financial Complaints Authority (**AFCA**) that suggests this TMD is no longer appropriate; or
- We become reasonably aware that the distribution conditions are no longer appropriate.

Our representatives also consider whether a review trigger has taken place. If they think an event or occurrence is a review trigger, they must tell us within 10 business days.

If we decide we have enough information to identify a review trigger, we will review this TMD within 10 business days of our decision.

7. Information to assess the TMD and reporting periods

We record complaints that we receive about Microsoft Complete. Distributors who distribute Microsoft Complete are required to provide us with information about complaints they receive for this product every 6 months.

The table below sets out the type of information we will collect, or those that distributors who distribute Microsoft Complete need to provide to us, to enable us to ensure that the TMD continues to be appropriate.

Information	Persons Required to Report	Reporting Period
Complaints feedback including: <ul style="list-style-type: none"> • nature of complaints • number of complaints 	Distributors / Issuer	Half Yearly
Claims data for the accidental damage benefit including: <ul style="list-style-type: none"> • average claims costs • claims acceptance rates • claims frequency • loss ratios 	Issuer	Quarterly
Product review outcomes	Issuer	Annually
Sales information including: <ul style="list-style-type: none"> • renewal rates • cancellation rates 	Issuer	Quarterly
Dealings of product outside TMD	Distributors / Issuer	As soon as practicable but within 10 business days
Any feedback, regulatory orders or directions received from a regulator or AFCA for Microsoft Complete or its distribution	Distributors / Issuer	As soon as practicable but within 10 business days

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

Microsoft Pty Ltd t/as Microsoft Australia, 1 Epping Road North Ryde, 2113 Australia (**Microsoft**) is an authorised representative acting on behalf of A.I.S. to arrange for its customers to have access to the Insurance and to handle claims on the Insurance. The Insurance is provided through a group policy issued to Microsoft by the Insurer. The group policy allows Microsoft (and its Australian authorised distributors and resellers) to offer Microsoft Complete 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 and handling claims.

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

The Insurer is not a declared general insurer for the purpose of Part VC of the Insurance Act, and this means that you will not be covered by the Australian government's financial claims scheme provided under Part VC of the Insurance Act or subject to the Insurance Act which establishes a system of financial supervision of general insurers in Australia.

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) (October 1, 2021). Any disputes in relation to this insurance will be determined in accordance with the laws in the state of Victoria, Australia.

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

Who to contact about your Insurance

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

Microsoft Pty Ltd t/as Microsoft Australia
1 Epping Road North Ryde
2113 Australia
Telephone: +61 2 9870 2200
Freecall (within Aust): 13 20 58
Email: 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) and the Australian Privacy Principles (**Privacy Act**). We collect personal information (which includes your name, address, telephone and other contact details) and use your personal information to provide you with this Insurance, and to assess and manage claims. Your information is collected by Microsoft (and 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, servicer, 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. Some of the third parties may be located overseas in the United States. We may also store your personal information overseas on servers located in the United States.

A.I.S.'s Privacy Policy contains information about how you can access the information it holds about you, ask us to correct it or make a privacy related complaint. You can

obtain a copy from the Privacy Policy by telephone 03 8699 8888 or by visiting A.I.S.'s website www.aisinsurance.com.au

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

https://support.microsoft.com/en-us/windows/warranties-extended-service-plans-and-terms-conditions-for-your-device-eedf7a23-84a7-1a47-480b-0e10503eedf5#bkmk_completeforbusiness-au

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

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

For a full understanding of the Insurance, please carefully read the Commercial Complete for Business T&Cs including the exclusions and terms and conditions of the Insurance:

https://support.microsoft.com/en-us/windows/warranties-extended-service-plans-and-terms-conditions-for-your-device-eedf7a23-84a7-1a47-480b-0e10503eedf5#bkmk_completeforbusiness-au

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

2.) When does the Insurance start

Once your Microsoft Complete 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 from handling the Product, being physical breakage or destruction to each Product which prevents that device from functioning properly including damage caused by liquid or dropping the Product.

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

4.) What are the limits of the Insurance

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 amount paid by you for the covered Product, excluding any applicable taxes and/or fees, as indicated on your original purchase receipt (**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

Natural disaster events	Damage caused directly or indirectly by flood, earthquake, natural disasters, atmospheric conditions (other than lightning or rainstorm).
War and terrorism events	Damage caused directly or indirectly by: <ul style="list-style-type: none">○ war, invasion, act of foreign enemy, hostilities (whether war be

	<p>declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;</p> <ul style="list-style-type: none"> ○ 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.
Contravention of law, confiscation etc.	<p>Damage caused directly or indirectly by:</p> <ul style="list-style-type: none"> ○ an act in contravention of a government prohibition or law; ○ Delay, confiscation, detention, destruction or requisition by customs or police or by the order of any government or public body or authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise.
Nuclear related events	<p>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.</p>
Deliberate acts or omissions	<p>Damage caused directly or indirectly by:</p> <ul style="list-style-type: none"> ○ Fraud or criminal activity on Your part; ○ Unforeseen loss caused by you or a person authorised to use your Product; ○ Any deliberate act or negligence by you or a person authorised to use your Product.

Theft or unexplained loss	<p>Damage caused directly or indirectly by theft, mysterious disappearance, unexplainable and/or unprovable loss event.</p>
Wear and tear and scratching	<p>Damage caused directly or indirectly by:</p> <ul style="list-style-type: none"> ○ wear and tear, marring, scratching; ○ mechanical or electrical breakdown, discoloration, or any type of damage or failure that does not affect how the Product functions; ○ gradual deterioration or dismantling of any part of the Product or damage to any part whilst removed from its normal working position, rust or corrosion.
Product related defects	<p>Damage caused directly or indirectly by:</p> <ul style="list-style-type: none"> ○ costs of repairing or providing replacement Product where the damage to the Product is covered by the relevant manufacturer's guarantee or warranty for either parts or labour; ○ product defects whether latent inherent or not; ○ electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or repair.
Accessories and alterations	<p>Damage caused directly or indirectly by anyone other than a service technician authorised by Microsoft or the Insurer or other than in accordance with manufacturer's specifications:</p> <ul style="list-style-type: none"> ○ alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring; ○ costs or charges when replacing accessories which can no longer be used with the Product; ○ replacement of or repair to any accessories associated with the Product.
Batteries	<p>Damage caused directly or indirectly by:</p> <ul style="list-style-type: none"> ○ damage to , or costs or charges, when repairing or replacing battery chargers or batteries; ○ internal leakage of the battery, unless directly caused by an accident.

Failure to service, clean and maintain	Damage caused directly or indirectly by damage caused by failing to take reasonable care to routinely service, inspect, adjust, maintain or clean the Product as recommended by the manufacturer.
Consequential losses	Any loss of value, loss of use, loss of information stored in memories or any consequential loss (including but not limited to (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 colour as the previous Product.

6.) Cost of the Insurance

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

Important Conditions

The information below is a limited summary only and not a full list of terms and conditions of the Insurance. For a full understanding of the terms and conditions of the Insurance, please carefully read the Business Complete T&Cs:

https://support.microsoft.com/en-us/windows/warranties-extended-service-plans-and-terms-conditions-for-your-device-eedf7a23-84a7-1a47-480b-0e10503eedf5#bkmk_completeforbusiness-au

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 as soon as possible and where practicable within 24 hours of any accident that causes damage to each Product. Call our toll free number on 1800 886 295 or 61 2 9870 2200 as soon as possible to inform us. 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.

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

4.) Cancellation

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

- failed to comply with the duty of the utmost good faith;
- failed to comply with the duty of disclosure;
- made a misrepresentation to us before the contract of Insurance was entered into;
- failed to comply with a provision of the contract; or
- made a fraudulent claim under the contract.

We may cancel the Insurance by providing you with 3 days prior written notice. You can cancel the Insurance at any time by giving us written notice. Cancellation notices should be emailed to microsoft@aisinsurance.com.au. There is no

refund of the cost of the Insurance if you decide to cancel the Insurance unless you decide to cancel the Insurance within the cooling off period (see below).

Cooling off period

If you decide you do not want the Insurance within 30 days of purchase and you have not made a claim, you can cancel the Insurance. If we have charged you premium for the Insurance, we will refund a payment. Cancellation notices should be emailed to microsoft@aisinsurance.com.au.

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, your right to make a claim on the insurance will automatically come to an end.

Complaints and disputes about the Insurance

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

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

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

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

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

Their contact details are:

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

Service of suit

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

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

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

**Commercial Service Contract
Terms & Conditions**

CONSUMER RIGHTS: FOR AUSTRALIAN CUSTOMERS, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. FOR MAJOR FAILURES, YOU ARE ENTITLED TO CANCEL YOUR SERVICE CONTRACT WITH US AND TO A REFUND FOR THE UNUSED PORTION, OR TO COMPENSATION FOR ITS REDUCED VALUE. YOU ARE ALSO ENTITLED IF A FAILURE RECTIFIED IN A REASONABLE TIME. IF THIS IS NOT DONE, YOU ARE ENTITLED TO A REFUND FOR THE GOODS AND TO CANCEL THE CONTRACT FOR THE SERVICE AND OBTAIN A REFUND OF ANY UNUSED PORTION. YOU ARE ALSO ENTITLED TO BE COMPENSATED FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE FROM A FAILURE IN THE GOODS OR SERVICE. THE BENEFITS OFFERED BY THIS WARRANTY ARE IN ADDITION TO ANY CONSUMER GUARANTEES RELATING TO THE PRODUCT UNDER THE COMPETITION AND CONSUMER ACT 2010 (AUSTRALIAN CONSUMER LAW) AND ANY OTHER STATE AND TERRITORY LEGISLATION. THIS WARRANTY IS AN ADDITIONAL WARRANTY AND ITS TERMS DIFFER FROM THOSE STATUTORY GUARANTEES.

Please keep this important terms and conditions document ("**Service Contract**", "**Contract**"), and **Proof of Purchase** together in a safe place, as these will be needed at time of a **Claim**. The information contained in this **Contract** document is intended to serve as a valuable reference guide to help **You** determine and understand "WHAT IS COVERED" under **Your Contract** or is covered by insurance to which you are entitled. For any questions regarding the information contained in this **Contract** document, or **Your Coverage** in general, please contact **Us**.

DEFINITIONS

Throughout this Contract, the following capitalised and bolded 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. **Accidental Damage Coverage** is provided to **You** as a benefit pursuant to a group insurance policy **We** purchased from the **Insurer**. **You** may access a copy of the Product Disclosure Statement ("PDS") regarding **Accidental Damage Coverage** at <http://aka.ms/au-pds>.
- "**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 Plan** is provided to **You** by **Us**.
- "**Claim**": a request for **Repair** or **Replacement** in accordance with this **Contract** made by **You** in respect to **Breakdown Coverage** in accordance with this **Contract** or against the **Insurer** in respect to **Breakdown Coverage** in accordance with the PDS and against the **Insurer** in respect to **Accidental Damage** in accordance with the PDS.
- "**Covered Product(s)**", "**Product(s)**": the eligible **Microsoft** Surface, series device(s) purchased by **You** that is/are to be **Covered** under this **Service Contract**.
- "**Insurer**": Technology Insurance Company Inc.
- "**Limit(s) of Liability**": The maximum liability under this **Contract** for any one **Claim** and in total during the **Term** of the **Contract**.
- "**Manufacturer**", "**Microsoft**": the original equipment **Manufacturer** of the **Product**, who are also the **Administrator** of this **Service Contract**. Website is 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 **Service Contract** that **You** have selected and purchased, as confirmed on **Your Proof of Purchase**.
- "**Proof of Purchase**": the original purchase receipt provided at the point of sale that confirms the date in which the **Service Contract** and **Product** were purchased, as well as the **Term** period and specific **Coverage Plan** Option.
- "**Repair**": the actions **We** or the **Insurer** take to mend, remedy, or restore **Your Covered Product** to a sound functioning state following a **Covered Breakdown**. Parts used to **Repair** the **Covered Product** may be new, used, refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original Product.
- "**Replace**" or "**Replacement(s)**": an item supplied to **You** through **Our** arrangement in the event **We** or the **Insurer** determine the **Covered Product** is not suitable for **Repair**. **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 authorised by **Us** to sell this **Contract** to **You**.
- "**Service Contract**", "**Contract**": this document detailing all **Coverage** provisions, conditions, exclusions and limitations for the **Microsoft** Complete forBusiness program that has been provided to **You** upon purchase completion from **Our Retailer**.
- "**Term**": the period of time shown on **Your Proof of Purchase** which represents the duration in which the provisions of this **Contract** are valid.
- "**We**", "**Us**", "**Our**", "**Provider**", "**Administrator**": the party or parties obligated to provide service under this **Contract** as the **Service Contract Provider**/obligor, as well as handle the administration under this **Contract** as the **Service Contract Administrator**, who is **Microsoft** Pty Ltd t/as Microsoft Australia, 1 Epping Road North Ryde, 2113 Australia.
- "**You**", "**Your**": the purchaser/owner of the **Product(s) Covered** by this **Service Contract**.

TERRITORY

This **Service Contract** is valid and eligible for purchase in Australia only.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage** for **Accidental Damage** begins upon expiration of the **Manufacturer's** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner. **Accidental Damage Coverage** is

provided to **You** as a benefit pursuant to a group insurance policy **We** purchased from the **Insurer**. **You** may access a copy of the PDS at <http://aka.ms/au-pds>.

2. **Coverage** for a **Breakdown** begins upon expiration the **Manufacturer's** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner. **Breakdown Coverage** is provided by **Microsoft** and **Claims** arising from **Breakdown** are payable by **Microsoft** pursuant to the terms of this **Contract**.

PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** under this **Contract**, the **Product** must: (a) be an eligible **Microsoft** Surface device; (b) be purchased from **Microsoft** or an authorised **Retailer**; (c) have a minimum twelve (12) month **Manufacturer's** warranty attached to the merchandise; and (d) not be a Surface Hub model.

WHAT IS COVERED – GENERAL

During the **Term** described above, in the event of a **Covered Claim** at **Our** or the **Insurer's** sole discretion, this **Contract** provides for (i) labor and/or parts required to **Repair** the **Covered Product**; or (ii) at **Our** sole discretion, **Replacement** of the **Covered Product** in lieu of such **Repair**; or (iii) a straight **Replacement** for the **Covered Product** if detailed under **Your Plan** description ("**Coverage**", "**Covered**", "**Cover**"). Please refer to the "**COVERAGE PLAN OPTIONS**" section that is applicable to **Your Plan** for full details.

For **Breakdown Claims** **We** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Contract**. For **Accidental Damage Claims**, **We** are authorised to assess **Accidental Damage Claims** and **We** will report to the **Insurer** and authorize **Repairs**. 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 **Contract** become **Our** or the **Insurer's** property in their entirety. When a **Replacement** is applicable and provided in lieu of **Repair**, any non-standard 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**.

OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION OPTION

When selected and purchased by **You** and is indicated on the **Proof of Purchase**, this additional coverage will provide **You** the option to retain the solid state drive (SSD) of the **Covered Product** in the event of a covered **Breakdown**. Your serviced **Covered Product** will include a new SSD at no additional charge. This coverage is only available on **Microsoft** devices in which the SSD is marketed as removable on the technical specifications sheet on the **Product** page for **Your Covered Device**.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. If **We** provide a **Replacement** to **You**, any or all of the following may apply:
- ▶ **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 **Contract** shall not provide **You** with any reimbursement for such a price difference; and/or,
 - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. **Coverage** described under this **Contract** 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 **Contract**; regardless of the **Manufacturer's** ability to fulfil its obligations.
- C. **Coverage** under this **Contract** is limited to that which is specifically described in this document, as applicable to **Your Contract**. 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 **Contract**. Software and/or data transfer or restoration services are NOT **Covered**.

COVERAGE PLAN OPTIONS

(As indicated on your Proof of Purchase and applicable to You)

Your Summary of Cover can be found at www.microsoft.com/surface/business/extended-service-warranty.

When purchased, this **Contract** provides the Coverage that is described in the "WHAT IS COVERED – GENERAL" section above, including **Accidental Damage** coverage and subject to the following provisions:

COVERED ESSENTIALS: Surface tablet, laptop, Studio desktop computer, and/or book plus associated power supply unit with attaching cords are Covered under this **Contract**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ NOTICE – Surface device only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ NOTICE –Expressly excluded items: Digital pen, keyboard, mouse and add-on items are not **Covered** under this **Contract**. (Regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).

LIMIT OF LIABILITY

During **Your Term**, the cumulative maximum amount that **We** are obligated to pay for shall not exceed the **Original Purchase Price** of **Your Product** ("**Aggregate Limit**"). The **Repair** and **Replacement** limits that accumulate towards this **Aggregate Limit** is broken down as follows:

- For **Breakdown Covered Claims**:
 - Aggregate Repair Limit: unlimited **Repairs to Your Covered Product** up to the amount equal to the **Original Purchase Price** of the **Covered Product**. Once this aggregate repair limit has been reached, **Our** obligations will be considered fulfilled and **Coverage** under **Your Plan** ends.
 - **Replacement** Limit: up to one (1) **Replacement of Your Covered Product** in the event **We** determine that the **Covered Product** cannot be repaired. If **Your Product** has already been replaced once for a **Breakdown** cause (such as **Breakdown** due to mechanical/electrical breakdown), **Our** obligations for **Breakdown Coverage** will be considered fulfilled and **Breakdown Coverage** under **Your Plan** ends.
- For **Accidental Damage Covered Claims**:
 - Aggregate Repair Limit: unlimited **Repairs to Your Covered Product** up to the amount of the **Original Purchase Price** of the **Covered Product**. For any one **Covered Claim**, the maximum amount that the **Accidental Damage** benefit covers will not exceed to the **Original Purchase Price** of **Your Covered Product**. Once this aggregate repair limit has been reached, the **Insurer's** obligations for **Accidental Damage Coverage** will be considered fulfilled and **Coverage** under **Your Plan** ends.
 - **Replacement** Limit: up to two (2) **Replacements for Your Covered Product** in the event **We** determine that the **Covered Product** cannot be repaired. Once **Your Product** has already been **Replaced** twice for an **Accidental Damage** cause, the **Insurer's** obligations for **Accidental Damage Coverage** will be considered fulfilled and **Accidental Damage Coverage** under the **Insurer's** policy ends. Please see the PDS at <http://aka.ms/au-pds> for details.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS "SURFACE PLAN": If **We** choose to provide a **Replacement**, **We** may provide advanced exchange service. If **We** provide advanced exchange service, the **Replacement Product** will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to us within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product** or such longer period as agreed with **Us**. If the defective **Product** is not returned to **Us** within the required or agreed timeframe, **You** will be assessed a non-returned device fee equal to the **Manufacturer's** retail price of the **Replacement Product**.

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

Please see the PDS at <http://aka.ms/au-pds> regarding Accidental Damage Coverage for details.

NOTICE – ABOUT INSURANCE COVERAGE (ACCIDENTAL DAMAGE CLAIMS): The **Accidental Damage Coverage** is provided to **You** pursuant to a group insurance policy **We** purchased from the **Insurer**. For **Accidental Damage Coverage**, the PDS explains the features and benefits of the cover and how to make a **Claim**. **You** may access a copy of the PDS at <http://aka.ms/au-pds>. The **Insurer** appoints **Us** to arrange the **Coverage** and is liable for the costs of **Repair** and **Replacement** on the terms contained in the PDS.

We act as an authorised representative of A.I.S. Insurance Brokers Pty Ltd (AFSL no. 255304) and they have authorised us to arrange **Accidental Damage Coverage** for our customers and handle **Accidental Damage Claims** on their behalf. **We** are not authorised to provide any financial advice in respect of the **Accidental Damage Coverage**. **We** are authorised to assess **Accidental Damage Claims** and **We** will report to the **Insurer** and authorise repairs if **You** have **Accidental Damage Coverage**.

PLACE OF SERVICE

For all covered **Claims**, this **Contract** provides pre-paid shipping of the affected **Product** to the servicing location designated by the **Administrator**, as well as shipping of the **Repaired Product** (or **Replacement**, if applicable) back to **Your** registered location on file.

LIMIT OF LIABILITY

In addition to that which is noted in the "COVERAGE PLAN OPTIONS" section as applicable to "**Your Plan**", neither **We**, the **Insurer** nor the **Retailer** shall be liable for any incidental or consequential damages; including but not limited to: (i) property damage, lost time, lost data, or lost income resulting from a defined **Breakdown** or **Accidental Damage**, 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 **Covered Product**; including but not limited to any non-covered equipment used in association with the **Covered Product**; (ii) delays in rendering **Covered** services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by the customer associated with customized installations to fit the **Covered Product** such as third party stands, mounts and customized alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or color as the previous **Covered 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 **Covered Product** or a **Replacement** provided under the provisions of this **Contract**. **We** shall not be liable for any and all **Pre-Existing Conditions** (as defined in the GENERAL EXCLUSIONS section) known to **You**, including any inherent **Product** flaws.

Please see the PDS for details regarding the specific exclusions and **Limits of Liability** for **Accidental Damage Coverage** and mechanical **Breakdown** for the Surface **Plan**.

WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

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

- | | |
|---|--|
| <p>(a) Pre-Existing Conditions incurred or known to You ("Pre-Existing Conditions" refers to damages or defects associated with the Product that existed before this Contract was purchased).</p> <p>(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.</p> <p>(c) Any indirect loss whatsoever including but not limited to: (i) property</p> | <p>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)</p> |
|---|--|

- 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 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 **Contract**.
- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by **Us** or other than in accordance with **Manufacturer's** specifications.
 - (e) Damage from freezing, overheating, rust, corrosion, warping or bending.
 - (f) Wear and tear, or gradual deterioration of **Product** performance.
 - (g) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.
 - (h) Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
 - (i) Loss, theft, or malicious mischief or disappearance.
 - (j) 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 or smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.
 - (k) Lack of performing the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
 - (l) 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.
 - (m) Product(s) that have removed or altered serial numbers.
 - (n) Cosmetic damage however caused to **Your Product**, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.
 - (o) Normal periodic or preventive maintenance, adjustment, modification or servicing.
 - (p) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.
 - (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 **Contract**), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.
 - (r) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the **Product**.
 - (s) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
 - (t) Any **Claim** where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Contract**.
 - (u) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.
 - (v) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, or any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.
 - (w) Any **Claim** or benefit under this **Contract** to the extent the provision of such cover, payment of such **Claim** or provisions of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT 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 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 AUTHORISED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

For Accidental Damage Coverage consult the PDS for details of the benefits and exclusions of the insurance.

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 Service Contract or the insurance 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 Contract or the Insurance Policy if You make unauthorised repairs.

Please 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> or visit www.microsoft.com/surface/business/extended-service-warranty. **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 send **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 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** authorised representative.

Coverage is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot center which has been authorised by **Us** or the **Insurer**. If **Your Term** expires during the time of an approved **Claim**, **Breakdown Coverage** under this **Contract** will be extended until the date in which the approved **Claim** in progress has been fulfilled completely in accordance with the terms and conditions of this **Contract**.

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 **Contract** may be transferred by **You** to another individual residing in Australia by contacting the **Administrator** 65-6370-9000.

GUARANTEE

This **Contract** for mechanical **Breakdown** for Surface device **Plan** is not an insurance policy; it is a **Service Contract**. **Accidental Damage Coverage** for all **Plans** referred to above is provided under an insurance policy. The PDS contains the terms on which the insurance is provided to **You**. Should **We** fail to assess any **Claim You** make which is covered by the group insurance policy issued by the **Insurer** within thirty (30) days after the **Claim** has been submitted, **You** are entitled to make a direct **Claim** against the **Insurer**. Please consult the PDS for details at <http://aka.ms/au-pds>.

CANCELLATION

YOUR RIGHT TO CANCEL

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

You may write to **Us** at: Contract Cancellations, **Microsoft** Pty Ltd t/as **Microsoft** Australia, 1 Epping Road North Ryde, 2113 Australia, phone **Us** on the phone number found at <http://support.microsoft.com>, or email msepbus@microsoft.com.

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

If **Your** cancellation request is made after forty-five (45) days of the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price paid by **You**, provided no warranty claims have been made.

OUR RIGHT TO CANCEL

If **We** cancel this **Contract**, **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 **Contract**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

We may only cancel this **Contract** for the following reasons:

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

For cancellation of the **Accidental Damage Coverage** provided by the **Insurer** please see the PDS for details at <http://aka.ms/au-pds>.

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 as outlined on **Your Proof of Purchase**.

We will reply within five (5) working days from when **We** receive **Your** complaint and where your complaint relates to **Accidental Damage**, we will acknowledge your complaint within 24 hours (or next business day). 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.

For complaints in relation to **Accidental Damage Coverage** provided by the **Insurer** please see the PDS for details at <http://aka.ms/au-pds>.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to **Us** under this **Contract** is not confidential. Nonetheless, the information **We** collect is protected under the *Privacy Act 1998 (Cth)* and the Australian Privacy Principles Furthermore, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under this **Contract**. This may include transferring **Your** data to the **Insurer**, affiliated companies or third party service

providers in accordance with **Our** Customer Privacy Policy. Except for the purposes of providing services in this **Contract**, **We** will not share **Your** information with third parties without **Your** permission and **We** will comply with applicable privacy and data protection laws in **Your** specific jurisdiction.

Unless specifically prohibited by **Your** jurisdiction's privacy and data protection laws, **We** may transfer **Your** information to other countries and jurisdictions provided that anyone to whom **We** transfer **Your** information provides an adequate level of protection. In addition, **Your** information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

- 1. Subcontract; Assign.** **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 **Contract** will be in writing and may be sent by any reasonable means including by mail, email, text message or recognised commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email that **You** provided to **Us**, or seven (7) days after mailing to the street address **You** provided.
- 4. Law.** The governing law for the **Contract** is the law in the State of Victoria, Australia whose courts have non-exclusive jurisdiction to hear any disputes between the **Parties** to this **Contract**.

ENTIRE AGREEMENT

This **Service Contract**, 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 and Surface are trademarks of the **Microsoft** group of companies.