

## AppleCare+ for iPhone with Theft and Loss

### Apple Products, the AppleCare+ with Theft and Loss, and New Zealand Consumer Law

When you purchase Apple hardware products, in addition to your statutory rights, including under the Consumer Guarantees Act 1993, you will receive coverage from the Apple One-Year Limited Warranty.

By purchasing the optional AppleCare+ with Theft and Loss (“your AppleCare+ with Theft and Loss Plan”), you also obtain additional benefits. The terms and conditions of your AppleCare+ with Theft and Loss Plan are summarised below and set out in full in your original purchase receipt, your Plan Confirmation (if auto registration is not available), and in the terms contained in the Getting Started Guide (from [apple.com/nz/legal/sales-support/applecare/applecareplus/nz/](https://apple.com/nz/legal/sales-support/applecare/applecareplus/nz/)).

If you decide for any reason that you would like to cancel your AppleCare+ with Theft and Loss Plan, you can do this at any time by calling Apple at 0800 1 27753, or sending written notice with your Plan Agreement Number and proof of purchase to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. If you have purchased a Monthly Policy, you may also turnoff your renewal billing by going to [support.apple.com/HT202039](https://support.apple.com/HT202039) on Your Covered Device. If you purchased a Fixed-Term Plan and financed it through a Plan Payment Provider, contact your Plan Payment Provider to cancel your Plan. Depending on how long you have had the AppleCare+ Plan and whether you have made a valid claim, you may be entitled to a refund.

### Summary of protections provided by New Zealand consumer law, the Apple Limited Warranty, and AppleCare+ with Theft and Loss

	<b>New Zealand Consumer Law</b>	<b>Apple Limited Warranty</b>	<b>AppleCare+ with Theft and Loss</b>
Claim period for product faults	A reasonable period from date of delivery until the failure becomes apparent	One (1) year from date of purchase	Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation
Global repair coverage	No	Yes (subject to availability)	Yes—If you take your Apple hardware with you when you travel and happen to need repair service, the AppleCare+ with Theft and Loss offers global repair coverage (subject to availability)
Theft and Loss coverage	No	No	Yes - For theft and loss coverage, delivery of a replacement iPhone may be limited to the country in which You purchased the Plan.
Do it yourself parts	No	Yes	Yes (allowing you to service your own product)

Technical support	None	Ninety (90) days from date of purchase for iPhone.	Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation
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AppleCare+ with Theft and Loss is available for iPhone only. AppleCare+ with Theft and Loss covers unlimited accidental damage from handling claims while the plan is active, each subject to payment of a service fee (as detailed in the Terms and Conditions), expert technical support, and hardware services. AppleCare+ with Theft and Loss also entitles you to two (2) Service Events for the Theft and Loss coverage within each twelve (12)-month period from your date of Plan purchase. Any unused Service Events for the Theft and Loss coverage will expire, and you will get two (2) new Service Events for the Theft and Loss coverage within the next twelve (12)-month period of continued coverage. All other Plan benefits continue throughout.

### Summary of New Zealand statutory consumer guarantees

Your rights and remedies under your AppleCare+ with Theft and Loss Plan operate alongside, and in addition to, your rights under New Zealand consumer law. A summary of your rights under the Consumer Guarantees Act 1993 is set out below.

Consumer guarantees in relation to goods	Consumer guarantees in relation to services
The goods will be fit for a particular purpose and will do what we have told you they will do.	We will provide the services with reasonable care and skill.
The goods will be of acceptable quality, reasonably durable, and free of minor and major faults.	The services will be fit for a particular purpose.
The goods will arrive on time and in good conditions (if we are delivering them to you).	The services will be provided within a reasonable time and at a reasonable price.

Under New Zealand consumer law, the remedy you are entitled to if a product fails to meet a consumer guarantee will depend on whether the failure to comply with the guarantee is serious or minor, and whether it can be fixed.

Your AppleCare+ with Theft and Loss Plan is provided to you by Apple Sales New Zealand. You can contact us at Apple Sales New Zealand, Level 15, 188 Quay Street, Auckland 1010; by phoning us on 0800 1 27753; or by emailing [acpp@apple.com](mailto:acpp@apple.com).

Where the failure is not serious, we may choose to offer you a refund, replacement, repair, or in the case of services, resupply. Where the failure is serious or, in the case of a product, makes that product unsafe, you can choose from one of the remedies set out below:

Remedies for serious failure with goods	Remedies for serious failure with services
Return the product and ask for a refund.	Cancel the contract.

Return the product and ask for an identical replacement, or one of similar value if reasonably available.

Keep the contract and negotiate a reduced price for the drop-in value of the service—this may mean asking for some of your money back if you have already paid.

Keep the product and ask for compensation for the drop-in value caused by the problem.

Where you incur extra costs from a failure relating to an Apple product you have purchased from us, we will also pay you a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the product.

If you discover a fault or failure in a product you have purchased from us, you should contact us on 0800 1 27753 or the store where you purchased your product from. Where the failure is serious, you must contact us and request a refund as soon as possible after you discover the failure; otherwise, you may lose your right to that refund.

You must also give us a reasonable time to repair the failure. We do not have to cover the cost of a repair if you do not contact us about the failure of the product first.

For more information about your AppleCare+ with Theft and Loss Plan and your rights under the Consumer Guarantees Act 1993, you can visit [apple.com/nz/legal/statutory-warranty](https://apple.com/nz/legal/statutory-warranty) or [consumeraffairs.govt.nz](https://consumeraffairs.govt.nz).

You should retain a copy of your receipt and any applicable Plan Confirmation as it forms part of your AppleCare+ with Theft and Loss Plan and includes important information such as the commencement date.

## How Consumer Rights Affect this Plan

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

### 1. The Plan

This contract (the "Plan") governs the services provided to You by Apple under the above plan and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), the original sales receipt for your Plan, and the summary of protections provided by New Zealand consumer law provided to you at the time you purchased the Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to [mysupport.apple.com/products](https://mysupport.apple.com/products).

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support. The terms of the Plan apply the same whether paid for on a fixed term of coverage ("Fixed-Term Plan"), or for a monthly recurring term of coverage ("Monthly Plan"), except where otherwise noted. Your Plan may be paid by you or a third party who finances or otherwise pays for your Plan (a "Plan Payment Provider").

The Plan covers the iPhone identified by the product serial number shown on Your Plan Confirmation certificate or original sales receipt (the "Covered Device"), as well as the original

accessories supplied in the original packaging of Your Covered Equipment (collectively, the "Covered Equipment"). The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Plan must have been transferred to You pursuant to Section 10. Covered Equipment includes any replacement product provided to You by Apple under Section 3.1, 3.2, and/or 3.3 of this Plan.

Throughout this Plan the word **Theft** shall mean the unauthorised dishonest misappropriation of Your Covered Device by another person with the intention of permanently depriving You of Your Covered Device.

Throughout this Plan the word **Loss** shall mean where You have accidentally misplaced Your Covered Device and it is unrecoverable.

This Plan is intended to and does only apply to Your Covered Equipment. This Plan is not for Your commercial use and may not be used by You in furtherance of any private gain including, but not limited to, seeking service for devices owned by others and which are not covered by this Plan. For the avoidance of doubt, other than as provided under Section 10 of this Plan for transfers of Fixed-Term Plans, You may not sell, transfer, subcontract, delegate, or assign any of Your rights under this Plan. Apple has the right to monitor Your service requests to ensure compliance. Violation of this provision may void this Plan.

## **2. Plan Term and Renewal**

Plan coverage begins when you purchase the Plan and continues, unless cancelled, through the date specified in your Plan Confirmation (the "Plan Term").

For Monthly Plans, your Plan Term is one (1) month. Monthly Plans will automatically renew each month unless cancelled as set forth in the "Cancellation" Section 9 below. In the event that Apple is no longer able to service your Covered Equipment due to the unavailability of service parts, Apple will provide you with thirty (30) days' prior written notice of non-renewal, or as otherwise required by law.

For Fixed-Term Plans, your Plan Term is fixed as set forth on your Plan Confirmation. Apple is not obligated to renew your Fixed-Term Plan. If Apple does offer to renew, Apple will determine the price and terms.

For Monthly Plans and Fixed-Term Plans paid in installments (if available), you agree to have the credit card, debit card or other authorized payment source such as Apple Pay (the "Payment Source") used for your initial Plan purchase to be kept on file to be automatically charged in advance of the first day of each renewal or installment period following your initial purchase so as to renew your Plan, unless cancelled. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate renewal or installment payment on time, your Plan coverage will cease from the due date. Apple has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment, including to allow renewal. For Monthly Plans only, if the price of your Monthly Plan is subject to change upon renewal, you will be notified in advance of any price increase, in accordance with Section 11 of this Plan.

You can find the price of the Monthly or Fixed-Term Plan on the original sales receipt as provided by Apple or another seller from whom you've purchased your Plan (a "Reseller"), or your Payment Plan Provider.

### **3. What is Covered?**

#### 3.1. Hardware Services for Defects or Consumed Battery ("Hardware Service")

If during the Plan Term, you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, where the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will either: (i) repair the defect at no charge, using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements.

All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage effective for the remainder of the Plan Term. Apple may use Covered Devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Device or original parts were sourced.

#### 3.2. Services for Accidental Damage from Handling ("ADH Service")

If, during the Plan Term, you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (for example, drops and damage caused by liquid contact) ("ADH"), Apple will, subject to your payment of the service fee described below, either (i) repair the defect using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Device with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements.

#### 3. Services for Theft and Loss

If during the Plan Term you submit a valid claim in accordance with Section 7 below by notifying Apple that there has been Theft or Loss of your Covered Device, Apple will supply, subject to your payment of the service fee specified in 3.4 below, a replacement for the Covered Device with a new Apple-branded device or device comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements. All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as the original product.

Apple may use a replacement Apple-branded device that is sourced from a country that is different from the country from which the Covered Device or its original parts were sourced.

The replacement Apple-branded device will become the new Covered Device under this Plan.

For Theft or Loss Services, the Covered Device can only be replaced in accordance with the above and no cash benefit will be payable.

Each Theft or Loss service you receive counts towards your "Service Event" limit described in Section 3.5.

In the event of a replacement, and your stolen or lost device is subsequently recovered, you must return the device to Apple who will keep such device.

**Important:** Please refer to Section 4 for exclusions in connection with the provision of the Theft or Loss Service.

**For You to be eligible for a Theft or Loss Service Event, you must have Find My enabled on Your Covered Device at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Device must remain associated with Your Apple ID, throughout the Theft or Loss claims process.**

#### 3.4. Service Fees and Service Events

The following service fees apply to each Service Event in relation to ADH, Theft, or Loss:

iPhone:	
Screen-Only Damage:	NZ\$49
Back Glass-Only Damage (not available on iPhone SE and iPhone models released prior to iPhone 12):	NZ\$49
Other Accidental Damage:	NZ\$169
Theft and Loss:	NZ\$279

*\*Fees include applicable taxes payable by you*

For iPhone - Screen-Only or Back Glass-Only Damage, the Covered Device must have no additional damage beyond either the screen or back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

For an iPhone with both screen and back glass damage, but no additional damage beyond the screen and back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device, the Screen-Only and Back Glass-Only service fees will apply to the ADH Service. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage. If you elect to use Express Replacement Service ("ERS") for an iPhone with damage that is limited to the screen and back glass (see Section 6(c)), Your claim will be charged as iPhone Other Accidental Damage.

Screen-Only Damage and Back Glass-Only Damage repairs are not available on devices other than iPhones. Back Glass-Only Damage repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

Please note that if you seek service under this Plan in a country other than New Zealand, the service fee or local equivalent fee may need to be paid in that country's currency and at that country's applicable rate – for further details, please visit [apple.com/legal/sales-support/applecare/applecareplus/](https://apple.com/legal/sales-support/applecare/applecareplus/) and select the appropriate device and location in which you seek service to view the applicable terms and fees.

The Theft and Loss Coverage and Hardware Coverage service options may vary between countries depending on local capability. For Theft and Loss Coverage, this means that we may only be able to deliver a replacement iPhone to the country in which You purchased this Policy.

### 3.5. Claims Limit

There is no limit on the number Service Events for ADH, Hardware Service, and Technical Support whilst the Plan is active, up to the date the Plan is cancelled or otherwise terminated. Requests for a Service Event for ADH, where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

The Plan, however, only entitles You, irrespective of whether the Service Event is Theft or Loss, to a maximum of two (2) Service Events for Theft and Loss coverage during each twelve (12)-month period. Cover commences at the start of Your coverage period as reflected on Your original sales receipt. After the second claim for either Theft or Loss Service Event is settled within a twelve (12)-month period, the Theft and Loss coverage on this Plan will cease until the anniversary of Your Plan purchase date when the next twelve (12)-month period starts, if applicable. You will then become eligible for a further two (2) additional claims for a Theft or Loss Service Event. Any unused Theft or Loss Service Events will expire at the end of each twelve (12)-month period. All other Plan benefits will continue throughout the operation of your Plan regardless of the number of claims made for a Theft or Loss Service Event. Requests for a Service Event for Theft or Loss, where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

The ADH, Theft, and Loss Services under the Plan is provided to you as a benefit pursuant to a group insurance policy that Apple purchased from AIG Insurance New Zealand Limited.

### 3.6. Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment ("Technical Support"). Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form.

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System ("OS") and Apple- or Beats-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), and (iii) connectivity issues between the Covered Equipment, a laptop or desktop computer, a compatible television, or other compatible wireless device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment.

**Exclusions apply as described below.**

## **4. What is not Covered?**

### 4.1. Hardware Services and ADH Services

Apple may restrict Hardware Service and ADH Service to the country where the Covered Equipment was originally purchased.

Apple will not provide Hardware Services or ADH Services in the following circumstances:

- (a) To protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
- (b) To conduct preventative maintenance;
- (c) To replace Covered Equipment that is lost or stolen;
- (d) To repair damage caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;
- (e) To install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (f) To repair damage caused by a product that is not Covered Equipment;
- (g) To repair damage to a product that is not Covered Equipment;
- (h) To repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced, modified, or altered by anyone other than Apple or an authorized representative of Apple;
- (i) To repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (j) To repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (k) To repair damages caused by fire, earthquake or other external causes;
- (l) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;
- (m) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code;
- (n) If You are seeking service for a device under this Plan for a commercial purpose in furtherance of Your own financial gain, including if you have sold, transferred, subcontracted, delegated, or assigned any of Your rights under this Plan (except as provided under Section 10 of this Plan).

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Services, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. The restriction does not prejudice your consumer law rights.

#### 4.2. Theft or Loss Services

Apple will not provide Theft or Loss Services for or in connection with or arising from:

- a) loss of value of Your Covered Equipment or any losses caused by, or resulting from, a virus on Your Covered Equipment;
- b) loss of any software or data residing or recorded on the Covered Equipment;
- c) recovery and reinstallation of software programs and user data;
- d) loss of use of the Covered Equipment including any consequential loss (including, but not limited to, any economic loss or other loss of turnover, profits, business, goodwill or expected savings);



- e) any Theft or Loss of Covered Equipment caused by any fraudulent or deliberate act taken by You or Your employees, or any person using the Covered Equipment with Your permission;
- f) costs or charges for replacing car kits and other accessories which can no longer be used with the Covered Equipment;
- g) voluntary parting with the Covered Equipment (including inducement to do so by fraud or false pretence), and illegal trade or confiscation by a government or public authority;
- h) any product that is not the Covered Equipment;
- i) financial losses resulting from the unauthorised use of Your Covered Equipment including, but not limited to:
  - i. purchases made using stored debit card, credit card, bank account details or Apple Pay;
  - ii. unauthorised access to Your online banking;
  - iii. unauthorised use of Your Covered Device to make calls or send messages.
- j) fire, earthquake or other external causes;
- k) defects in Your Covered Equipment;
- l) other than covered losses specifically stated in this Plan, the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code;
- m) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code;
- n) any Theft or Loss of Covered Equipment where Find My functionality is not enabled on the Covered Equipment throughout the Coverage Period including at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Equipment must remain associated with Your Apple ID, throughout the Theft or Loss claims process; or
- (o) if You are seeking service for a device under this Plan for a commercial purpose in furtherance of Your own financial gain, including if you have sold, transferred, subcontracted, delegated, or assigned any of Your rights under this Plan (except as provided under Section 10 of this Plan).

#### 4.3. Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use of the OS and Consumer Software as server-based applications;
- (b) For issues that could be resolved by upgrading software to the then-current version;
- (c) For third-party products or their effects on or interactions with the Covered Equipment;
- (d) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;

- (e) For software other than the Consumer Software;
- (f) For any Consumer Software designated as "beta," "prerelease," "preview," or similar designation;
- (g) For damage to, or loss of any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data);
- (h) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

## **5. How to Obtain Service and Support?**

You may obtain any service under this Plan or Technical Support by calling Apple at 0800 1 27753 or by accessing [support.apple.com/en-nz](https://support.apple.com/en-nz).

You must comply with all terms and conditions of this Plan to receive service or support, including but not limited to, Your responsibilities set out in Section 7 below.

## **6. Service Options**

Apple will provide hardware services to you through one or more of these options:

(a) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to a service provider authorized by Apple that offers carry-in service. Service will be performed for you at the store, or the store may send the Covered Equipment to an Apple repair service ("ARS") site for service. You must promptly retrieve the Covered Equipment.

(b) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid waybills (and, if needed, packaging material). You must ship the Covered Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.

(c) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Equipment. ERS is not available for iPhone Screen-Only or Back Glass-Only Damage, however, you may elect to use ERS for iPhone Screen-Only or Back Glass-Only Service Events subject to the iPhone Other Accidental Damage fee listed in Section 3.2. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. If Apple requires return of the replaced device or part, Apple may require a credit card authorization to serve as security for the retail price of the replacement device or part and applicable shipping costs until you return the replaced device as instructed. If you are not able to provide credit card authorization, service may not be available to you in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced device or part as instructed, or return a replaced device or part that is ineligible for service, Apple will charge the credit card for the authorized amount. If Apple does not require return of the replaced device or part, Apple will ship you free of charge a replacement device or part accompanied by any

applicable instructions or requirements for disposal of the replaced device or part. Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service.

(d) For Theft and Loss Coverage service, You must report Your claim promptly by calling Apple at 0800 1 27753 or by accessing [support.apple.com/en-nz](https://support.apple.com/en-nz).

Apple may change the method by which Apple provides repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service.

Service will be limited to the options available in the country where you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated sales taxes and charges. For international service, Apple may repair or exchange products and parts with comparable products and parts that comply with local standards. For Theft and Loss Coverage, we may only be able to deliver a replacement iPhone to the country in which You purchased this Plan.

## **7. Your Responsibilities**

To receive service or support under the Plan, you agree to (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) provide information about the symptoms and causes of the issues with the Covered Equipment, (iii) respond to requests for information needed to diagnose or service the Covered Equipment, (iv) follow instructions Apple gives you, (v) update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment.

To receive ADH Services under this Plan, any ADH must occur whilst Your Plan is active, up to the date the Plan is cancelled or otherwise terminated, and promptly submitted to Apple by visiting an Apple retail store or an Apple Authorised Service Provider, by calling Apple at 0800 1 27753, or by accessing [support.apple.com/en-nz](https://support.apple.com/en-nz). Requests for a Service Event for ADH, where such event occurred after the Plan has been cancelled or terminated will not be covered by the Plan.

For Theft and Loss Coverage Services, Your Theft and Loss incident must occur whilst the Plan is active, up to the date the Plan is cancelled or otherwise terminated and be promptly submitted to Apple by calling Apple or by accessing [support.apple.com/en-nz/iphone/theft-loss-claims](https://support.apple.com/en-nz/iphone/theft-loss-claims).

**As a condition of receiving Theft and Loss Services, You must have Find My enabled on Your Covered Device throughout Your Coverage Period and at the time of the Theft or Loss. Find My must remain enabled, and Your Covered Device must remain associated with Your Apple ID, throughout the Theft or Loss claims process.**

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

## **8. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS, AND THE INSURER, WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, THE COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OR THE INSURER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENT'S AND THE INSURER'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE.

## **9. Cancellation**

### 9.1. Your Cancellation Rights

Regardless of your Plan type, you may cancel this Plan at any time for any reason effectively immediately and may be entitled to a refund as described below by calling Apple at 0800 1 27753 or sending written notice with your Plan Agreement Number and Plan's original proof of purchase to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. Your Plan will be cancelled upon receipt of the written notice.

(a) Cancellations with the return of your Covered Device:

Regardless of your Plan type, to cancel this Plan with the return of your Covered Device, as permitted by the original sales channel's return policy, go to the original sales channel of your Covered Device purchase (whether a Reseller or Apple). You (or the financing entity, in the event your Plan was financed) will receive a full Plan refund.

(b) All other cancellations:

(i) For Monthly Plans:

If You cancel this Monthly Plan in accordance with clause 9.1, not in connection with the return of Your Covered Equipment, You may be entitled to a refund which will be calculated on the following basis:

If You contact Apple to cancel this Monthly Plan within fourteen (14) days of the date of initial purchase or each renewal of Your Plan, You will receive a full refund.

If You contact Apple to cancel Your Monthly Plan more than fourteen (14) days after the date of initial purchase or renewal of Your Plan You will be entitled to a pro rata refund based on the percentage of unexpired time remaining on Your Monthly Plan.

If You have already made a valid claim under Your Plan, then - whenever You cancel - Apple may deduct from any refund the value of the benefit You received, which may result in no refund of being due to You.

You may also prevent Your Monthly Plan from automatically renewing by turning off the renewal billing by going to [support.apple.com/HT202039](https://support.apple.com/HT202039) on Your Covered Device and selecting "Cancel a subscription" or directly through your billing platform. Your action in turning off the renewal billing will be deemed an expression of Your intent to cancel your Monthly Plan at the end of the last month for which Your last monthly payment was paid. Your Monthly Plan will remain active until midnight on the last day of that month at which point it will be cancelled and no cancellation refund will be provided to You.

Apple may cancel Your Plan in the event that Apple is no longer able to service Your Covered Equipment or any Apple-branded device of equivalent functionality, at which point You will be provided with one month's advance notice that Your Plan will be cancelled and Your Plan will cease to renew.

(ii) For Fixed-Term Plans:

If You cancel this Fixed-Term Plan in accordance with clause 9.1, not in connection with the return of Your Covered Equipment, You may be entitled to a refund which will be calculated on the following basis:

If You contact Apple to cancel this Fixed-Term Plan within thirty (30) days of the Plan purchase date and You paid for the Plan in full, You will receive a full refund.

If You contact Apple to cancel Your Fixed-Term Plan more than thirty (30) days after the Plan purchase date and You paid for the Plan in full, You will be entitled to a pro rata refund based on the percentage of unexpired time remaining on Your Plan.

If You have already made a valid claim under Your Plan, then - whenever You cancel - Apple may deduct from any refund the value of the benefit You received, which may result in no refund of being due to You.

If your Fixed-Term Plan is financed through a Plan Payment Provider, contact your Plan Payment Provider to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan. Additionally, where You pay for the Plan by installments and there are arrears, the Payment Plan Provider can request that Apple cancel Your Plan.

## 9.2. Apple's Cancellation Rights

If your Payment Source cannot be charged for any reason for amounts due, including for any Monthly Plan renewal or other installment payment owed by you, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date, your Plan may be cancelled for nonpayment and your Plan coverage will cease from the due date or renewal date.

Additionally, unless applicable local law provides otherwise, Apple may cancel this Plan (both on its own behalf and on behalf of the Insurer) immediately and without prior notice for fraud or material misrepresentation, or if You have used this Plan for commercial purposes in furtherance of Your own financial gain, and may demand immediate payment of the cost of all services provided to You and no refund of any kind will be issued.

Additionally, unless local law provides otherwise, Apple may cancel this plan if service parts for the Covered Equipment are not available, upon thirty (30) days' prior written notice. If local law

permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

### 9.3. Cancellation Upon Authorized Trade-In

For Monthly Plans, if you trade-in your Covered Equipment to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in program, that trade-in will be deemed an expression of your intent to cancel your Monthly Plan and it will be cancelled consistent with Section 9.1(b)(i).

### 9.4. Effect of Cancellation

Upon the effective date of your early cancellation, Apple's future obligations under this Plan to you are fully extinguished.

## **10. Transfer of Fixed-Term Plan**

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer by sending or e-mailing written notice to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235 or [acpp@apple.com](mailto:acpp@apple.com) respectively, and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions as described in Section 9. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner. Monthly Plans cannot be transferred.

## **11. Plan Changes**

The Plan terms and conditions originally issued to you will remain in effect for the duration of your Plan Term and each Monthly Plan renewal, if applicable, unless Apple notifies you of revised Plan terms and conditions.

Unless local law provides otherwise, Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to you, or any longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method.

If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of monthly or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9. If Apple adopts any revision to this Plan that would broaden your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Plan.

## **12. General Terms**

(a) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(b) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside of Apple's reasonable control.

(c) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

(d) This Plan is offered and valid only in New Zealand. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states and territories and is not available where prohibited by law.

(e) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.

(f) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides any service. This may include transferring your data to affiliated companies, the Insurer or service providers in accordance with the Apple Customer Privacy Policy.

(g) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction.

**(h) You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with Apple Customer Privacy Policy available at [apple.com/nz/legal/privacy](https://apple.com/nz/legal/privacy). Without prejudice to the foregoing, you agree that Apple, its affiliates or service providers may use and process your name, device serial number, contact information, repair history and other personal information we, our affiliates or service providers collect or generate in relation to your Plan, for the purposes of: (i) providing and administering the services under the Plan and performing this contract; (ii) ensuring service quality; and (iii) communicating with you regarding your Plan, related financial transactions, and services and support provided under this contract. For such purposes, you agree that this may include the transfer of your personal information between Apple, its affiliates and service providers. If you have any questions regarding the processing of your personal data, contact Apple through the telephone numbers provided or at [apple.com/legal/privacy/contact](https://apple.com/legal/privacy/contact). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access [appleid.apple.com/nz/](https://appleid.apple.com/nz/) to update your personal contact preferences or you may contact Apple at [apple.com/nz/privacy/contact](https://apple.com/nz/privacy/contact).**

(i) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's (and, where applicable, the Insurer's) entire understanding with respect to the Plan.

(j) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, Apple will determine the price and terms.

(k) There is no informal dispute settlement process available under this Plan.

(l) For Plans sold in New Zealand, "Apple" is **Apple Sales New Zealand**, the legal and financial obligor for Plans sold in New Zealand. Beats Electronics LLC (a/k/a Beats by Dr. Dre) is a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name.

(m) Parties to Contract – Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235 (“Apple”) and (for the purpose of the ADH coverage) AIG Insurance New Zealand Limited of Level 7, 21 Queen Street, P.O. Box 1745, Auckland, 1140, New Zealand, an insurance company authorized to carry on general insurance business in New Zealand (as “Insurer”).

(n) The laws of New Zealand govern this Plan.

(o) The ADH and Theft and Loss coverage is provided to you pursuant to a group insurance policy that Apple has purchased from the Insurer. Apple Sales New Zealand is the sole policyholder. For ADH coverage, the Insurer appoints Apple to provide the Service Events under Section 3.2 of this Plan and covers the costs of such Service Events in excess of your service fee. The service fee is payable to, and retained by, Apple Sales New Zealand.

(p) The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(q) The rights described in this Plan are in addition to the statutory rights to which you may be entitled under the Consumer Guarantees Act 1993 (“CGA”). Under the CGA, you are entitled to choose a refund, a replacement, or to keep the goods (in which case we will pay an amount to cover any loss in value of the goods) where there is a serious failure or if the goods become unsafe to use. If the failure of the goods is not serious, we may choose to refund, repair or replace the goods. You are also entitled to a reasonable amount as compensation for any damage or extra costs resulting from the failure of the goods.

## **CONTACT US**

### **Telephone Numbers**

0800 1 27753

\* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at [support.apple.com/HT202039](https://support.apple.com/HT202039). Toll-free numbers are not available in all countries.

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