

# LIVECONNECTED EXTENDED WARRANTY PLAN (DAMAGE ONLY)

## 1. WHAT WE OFFER AND THE COSTS

1.1. LiveConnected Protection Plan provides You with cover for damage to Your Handset (defined below) in accordance with 'What We Cover' and subject to the 'What We Do Not Cover' Exclusions and cover Conditions, set out below.

1.2. The costs of the Plan are

Monthly charge	\$10 (monthly in advance)
Repair option	\$100 (excess, at time of claim)
Replacement	\$250 (excess, at time of claim)

1.3. You have the option, at the time of making Your claim, to choose whether You prefer the repair or replacement option.

1.4. **PLEASE BE AWARE THAT**

- a) repairs will almost always result in data being lost;
- b) our LiveConnected Protection Plan does not guarantee that Your data (which may include programs, apps or passwords) will be preserved or restored;
- c) it is Your responsibility to ensure that You have backed up any important data from Your Handset to some other device or storage;
- d) You are responsible for re-installing such data.

## 2. HOW TO APPLY

- 2.1. You can select the cover when You first activate Your service on our online portal at:  
<http://support.liveconnected.com.au>
- 2.2. Cover commences as soon as You activate Your service and make Your first call.

### 3. WHAT WE COVER

- 3.1. We cover accidental physical and/or mechanical or electronic damage to Your Handset, which may be evidenced by mechanical or electronic failure, that occurs within two (2) years of purchase date (i.e. during Your 24 month plan), subject to the Conditions and Exclusions (What We Do Not Cover)
- 3.2. Handset means a handset that You have purchased from us and which You are using in conjunction with one of our SIMs and under a 24 months plan.
- 3.3. Cover applies so long as Your payments are up to date (Voice Plan and Protection Plan monthly payments) AND You have already made 3 months of Protection Plan payments.
- 3.4. We have the option to either to repair the Handset to a condition as far as possible equal to its condition at the time of the damage or failure or to replace it with similar or equivalent items (which may include used equipment or components).

#### 4. WHAT WE DO NOT COVER (EXCLUSIONS)

- 4.1. Any handset that:
  - a. is not issued by us;
  - b. has been repaired, altered or serviced by anyone other than an Approved Agent;
  - c. fails or is damaged as a result of improper storage, operation under abnormal conditions, misuse, or maladjustment of controls;
  - d. has had its serial label removed, defaced, or altered; or
  - e. You sell or transfer to another person.
- 4.2. Any battery or accessory.
- 4.3. Any claim that exceeds the cost of replacing the Handset.
- 4.4. Any claim that relates to or arise from:
  - a. damage caused by fire or immersion in liquid or penetration by chemicals;
  - b. loss or corruption of any software or data on the Handset;
  - c. loss of use or consequential loss of any kind;
  - d. wear and tear, gradual deterioration or inherent vice;
  - e. marring or scratching;
  - f. damage due to lawful seizure, including repossession or other operation of law;  
or
  - g. damage from any intentional act by You or anyone acting as Your agent.
- 4.5. Any claim involving fraud or misrepresentation by You.
- 4.6. Any claim for which our liability is otherwise excluded by our 'Limitation of Liability' terms below.

## 5. CONDITIONS

To be entitled to make a claim under Your LIVECONNECTED PROTECTION PLAN

- 5.1. You must:
- a) keep Your Handset in a proper state of maintenance or repair at all times;
  - b) take all reasonable precautions to prevent its damage;
  - c) have a valid claim;
  - d) have made all Voice Plan payments and all Protection Plan payments;
  - e) have paid Protection Plan payments for the first 3 months of Your Protection Plan;
  - f) select whether You want 'repair' or 'replacement' when you make your claim;
  - g) pay us the applicable repair or replace excess;
  - h) ensure that the Handset or claim is not excluded from cover due to application of an Exclusion (What We Do Not Cover);
- 5.2. there must be no available claim under any manufacturer's product warranty, guarantee or any recall campaign
- 5.3. **Other conditions:** If within the first 24 months of Your plans:
- a) You cancel Your 24 month Voice Plan with us prior to its scheduled end date, then Your entitlement to cover also ceases with that cancellation;
  - b) Your Protection Plan cover with us prior to its scheduled end date, and You have made a claim under the Protection Plan, then You will be liable for a cancellation fee equal to the remaining Protection Plan payments due for the full 24 month period.

## 6. CLAIMS PROCEDURE

- 6.1. To make a claim, either:
- a) go to our Support Portal (<http://support.liveconnected.com.au>) or
  - b) call us on +61 2 8607 8201
- 6.2. We will ask you to:
- a) provide us with Your Handset and customer details and preferred Care option (repair or replace) and we will send You 2 prepaid postage packs – one for us and one for You.;
  - b) if Your Handset still operates, to update Your Handset software and backup Your data;
  - c) fill out the return post-pack for us to send the Handset back to You; and
  - d) send us the Handset using the post pack addressed to us.
- 6.3. Please note that sending You a post-pack does not constitute acceptance of a claim and if we find that the Handset does not meet the Conditions (above) then we may dispute liability. Even in that case the Handset can be repaired, but not at the Protection Plan rates.
- 6.4. If Your claim meets the conditions and Your payments (for monthly Voice Plan, Protection Plan and preferred care option) are up to date, our Service Agent will complete the repair or replacement process, generally within 2-5 business days.
- 6.5. We reserve the right to change our claims procedure and/or the eligibility to receive cover.
- 6.6. We will protect any personal contact information that may be on the Handset in accordance with LiveConnected's Privacy Policy, which is available on our website, [www.liveconnected.com.au](http://www.liveconnected.com.au). You can also access Your personal account details and update them as required on our website.
- 6.7. Please note that part availability from the manufacturer may affect the response times for the claim and repair or replacement procedure.
- 6.8. We may at our sole discretion, record part or all of the calls between You and us to monitor the quality of our customer response and support services for the claims and repair or replace procedure.

## 7. LIMITATION OF LIABILITY

- 7.1. Our offer or agreement to extend the cover to your Handset under these terms does not constitute a representation, warranty or agreement that:
- a) we will undertake the repairs or have control of your Handset – as this your Handset will be sent to our Service Agent;
  - b) we or our Service Agent will be able to repair or replace Your Handset;
  - c) you will not lose software, programs, applications, icons, links, shortcuts or data that may have been on your Handset prior to it suffering damage;
  - d) we will be able to maintain the confidentiality of data on the Handset; or
  - e) following repair the operation of the Handset will be error-free or uninterrupted.
- 7.2. To the maximum extent permitted by applicable law our liability to you for any non-compliance with a statutory guarantee or loss arising out of or in connection with the supply of goods or services constituted by the Handset or the cover under the LiveConnected Protection Plan however arising (whether for breach of a term or terms of this Agreement, tort (including negligence), statute, custom, law or on any other basis) is limited to:
- a) in the case of services, at our option:
    - the resupply of the services; or
    - the payment of the cost of resupply; and
  - b) in the case of goods, at the option of the Agency:
    - the replacement of the goods or the supply of equivalent goods;
    - the repair of the goods;
    - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - the payment of the cost of having the goods repaired.
- 7.3. This Clause is not intended to have the effect of excluding, restricting or modifying:



- a) the application of all or any of the provisions of Part 5-4 of Schedule 2 to the Competition and Consumer Act (the ACL);
- b) the exercise of a right conferred by such a provision; or
- c) any liability of the Agency in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.

7.4. Other than as set out in clauses 6.2 and 6.3, and subject to those clauses, under no circumstances shall we be liable for any loss, damage or injury (including without limitation any loss of profit, indirect or consequential loss, damage or injury) arising from the supply of the services or goods or any act or omission by us in relation to the matters contemplated by these terms, including but not limited to any:

- a) loss or failure to recover, reprogram, reproduce or reinstalling any data or program.
- b) failure to maintain the confidentiality of data,
- c) any loss of business, profits, revenue or anticipated saving
- d) events or circumstances that are beyond our reasonable control.

8. OTHER INSURANCE

- 8.1. If You can make a claim for the Handset damage under other insurance (eg home contents, employment cover and so forth) then You must let us know.
- 8.2. You are not entitled to claim twice and if You claim against us then we may have a legal entitlement to seek contribution from the other insurer.

## 9. CANCELLATION

You may cancel LIVECONNECTED PROTECTION PLAN at any time.

However, as noted in 'Conditions', If within the first 24 months of Your Plan You cancel Your Protection Plan cover with us prior to its scheduled end date, and You have made a claim under the Protection Plan, then You will be liable for a cancellation fee equal to the remaining Protection Plan payments due for the full 24 month period.

We may cancel the plan or refuse to extend cover if we find evidence of fraud or misrepresentation by You relating to a claim.

We may also cancel the plan in respect of a particular Handset if due to events beyond our control parts for the Handset become unavailable. We will notify You if this occurs and discuss with you option for replacing Your Handset.