

**AppleCare+ for Apple TV**  
**AppleCare+ for Apple Watch**  
**AppleCare+ for Headphones**  
**AppleCare+ for HomePod**  
**AppleCare+ for iPad**  
**AppleCare+ for iPhone**  
**AppleCare+ for iPod**

## **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 by Apple under the above plans and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), and the original sales receipt for your 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 one-time basis ("Single-Pay Plan") or a monthly basis ("Monthly Pay Plan") unless otherwise noted.

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple TV, Apple Watch, HomePod, iPad (including an Apple Pencil and an Apple-branded iPad keyboard purchased for use with your iPad, referred to as an "iPad Input Device"), iPhone, iPod, or the Apple- or Beats-branded headphones listed on your Plan Confirmation ("Covered Device"), and (ii) the accessories contained inside the original packaging of your Covered Device.

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

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

### **2. What is Covered?**

#### 2.1 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 parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability.

All replacement products provided under this Plan will at a minimum be functionally equivalent to 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.

## 2.2 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 (such as, 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 or refurbished parts that are equivalent to new in performance and reliability, or (ii) exchange the Covered Device with a replacement product that is new or equivalent to new in performance and reliability. Each time you receive services for ADH is a "Service Event". **Exclusions apply as described below. Further, services for ADH expire and all of Apple's obligations to you under this Section are fulfilled in their entirety once Apple has provided to you two (2) Service Events within each twelve (12)-month period based on your Plan's original purchase date as specified on the original sales receipt. All other Plan benefits continue throughout and you are entitled to two (2) new ADH Service Events after the expiration of each twelve (12)-month period of continued coverage.**

**Important:** Please refer to Section 3 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

Apple TV:	1,290 ₹
Apple Watch (excluding Edition and Hermès):	5,900 ₹
Apple Watch (Edition or Hermès):	6,900 ₹
HomePod:	2,900 ₹
HomePod mini:	1,290 ₹
iPad Pro:	3,900 ₹
iPad (all other models):	3,900 ₹
iPad Input Devices:	2,500 ₹
iPhone:	
Screen-Only Damage:	2,500 ₹
All Other Damage:	8,900 ₹
iPod:	2,500 ₹
Apple-branded headphones:	2,500 ₹
Beats-branded headphones:	2,500 ₹

*\*Fees include applicable taxes payable by you*

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad and count towards your two Service Events, even if both your iPad and an iPad Input Device are damaged at the same time.

For iPhone – Screen-Only Damage, the Covered Device must have no additional damage beyond the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Device. Covered Devices with additional damage will be charged as iPhone All Other Damage. Screen-Only repairs are not available on devices other than iPhones.

The ADH coverage under this Plan is insured by Tata AIG General Insurance Company Limited (“Insurer”) pursuant to an insurance policy issued to Apple. For ADH coverage, Apple will provide for the Service Events under this Section 2.2 and will serve as your point of contact respecting such ADH Service. Apple will cover the costs of such Service Events in excess of your service fee.

Please note that if you seek service under this Plan in a country other than your country of purchase, the service fee will need to be paid in that country’s currency and at that country’s applicable rate – for further details, including regarding applicable fees by country, please visit the AppleCare+ support website at [apple.com/legal/sales-support/applecare/applecareplus/](http://apple.com/legal/sales-support/applecare/applecareplus/).

### 2.3 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”). Your Technical Support starts on expiration of the complimentary technical support provided by Apple, which starts on the date you purchase the Covered Equipment. 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.**

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

### 3.1 Hardware Service and ADH Service

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

Apple will not provide Hardware Service or ADH Service 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 any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced, modified, installed or altered by anyone other than Apple or an authorized representative of Apple;
- (h) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (i) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (j) to repair damages caused by fire, earthquake, flood, or other similar external causes;
- (k) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological or nuclear materials and allergens, that present a risk to human health; or
- (l) to protect against damage caused by any civil or foreign war, invasion, rebellion, civil commotion, confiscation by the authorities, order of any government, public authority, or custom officials.

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.

### 3.2 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", or "preview", or similar designation; or
- (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).

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

You may obtain service or Technical Support by calling Apple or accessing [support.apple.com/en-in](https://support.apple.com/en-in). You must provide the Plan Agreement Number or Covered Device serial number. You must also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

## **5. Service Options**

Apple will provide Hardware or ADH Service 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 an Apple-authorized service provider ("AASP") 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) Pickup and delivery repair service. If Apple determines that your Covered Equipment is eligible for pickup and delivery repair service, Apple will arrange to pick up your Covered Equipment. Once service is complete, Apple will return the Covered Equipment or a replacement device or part to you. Apple will pay for pickup and delivery to and from your location if all instructions are followed.

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. or GST 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.

## **6. 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.

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.

## **7. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS 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 OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENTS' LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THIS 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) 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. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **8. Cancellation**

### 8.1 Your Cancellation Rights

Regardless of your method of purchase, you may cancel this Plan at any time for any reason.

(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, 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 Single-Pay Plans:

To cancel a Single-Pay Plan, call Apple or send written notice with your Plan Agreement Number to AppleCare Administration, Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India. You must send a copy of the Plan's original proof of purchase with your notice.

Unless local law provides otherwise, cancellation refunds will be provided as follows:

(A) If you cancel within thirty (30) days of your Plan's purchase or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.

(B) If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the original purchase price, plus recoverable GST, if applicable. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase, less the value of any benefits provided to you under the Plan.

(ii) For Monthly Pay Plans:

To cancel a Monthly Pay Plan, you may:

(A) Turn off your next Monthly Pay Plan billing renewal through your billing platform (if available); or

(B) Call your billing provider (whether a Reseller or Apple) to cancel your Monthly Pay Plan.

Unless applicable local law provides otherwise, in either case, your cancellation will be deferred until midnight on the last day of the month for which the last monthly payment was paid. Your Monthly Pay Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan and you will not be entitled to receive a refund of any monthly payments you have made.

If your Monthly Pay Plan is financed by a third party, contact the financing entity to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

### 8.2 Apple's Cancellation Rights

Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation, or 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.

### 8.3 Effect of Cancellation

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

## **9. Transfer of Plan**

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 notice of transfer to AppleCare Administration at Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India, and (iii) the other party accepts the terms of this service contract. Additionally, with regard to Monthly Pay Plans, including 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 applicable to Monthly Pay Plans, as described in Section 8.1. 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.

## **10. 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 the Republic of India. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, 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 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. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding the processing of your data, contact Apple at the telephone numbers provided at [support.apple.com/en-in/HT201232](https://support.apple.com/en-in/HT201232).

**(h) Apple will protect your information in accordance with Apple Customer Privacy Policy available at [apple.com/in/legal/privacy/en-ww/](https://apple.com/in/legal/privacy/en-ww/). 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/in](https://appleid.apple.com/in) to update your personal contact preferences or you may contact Apple at [apple.com/in/privacy/contact/](https://apple.com/in/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 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) As used in this plan, "Apple" refers to **Apple India Private Limited**, a company registered in India, with its registered office at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore, Karnataka, 560-001 India and company number U30007KA1996PTC019630. Apple is the legal and financial obligor under this Plan. "Beats" refers to Beats Electronics LLC (a/k/a Beats by Dr. Dre), a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name.

(m) The laws of the Republic of India govern this Plan.

(n) Support services under this Plan may be available in English only. You agree that the terms of the Plan and all related documents be interpreted in English.

### **Telephone Numbers**

See [support.apple.com/en-in/HT201232](https://support.apple.com/en-in/HT201232) for local numbers.

\* Telephone numbers and hours of operation may vary and are subject to change. Toll-free numbers are not available in all countries.

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