

## **'Total LibCare' and 'LibCare Extended' - Terms and Conditions**

Every Liberator device purchased from 1<sup>st</sup> May 2014 includes 3 years Total LibCare support as standard. You can continue to receive the best long-term service and support with our 'LibCare Extended' cover.

### **Total LibCare support includes;**

- 3 year warranty including accidental damage\* (Excludes loss or theft)
- Replacement batteries and chargers included
- FREE loan device whilst your device is being repaired\*\*
- FREE shipping, (collection and return)
- On-site training included\*\*\*
- Unlimited telephone support
- Unlimited e-training
- Weekend and public holiday emergency support
- Remote trouble shooting\*\*\*\*

\* 2 accidental damage claims over 3 years

\*\* Loan device subject to availability

\*\*\* One free on-site training

\*\*\*\* Requires a Wi-Fi connection

### **Total LibCare does not include the following:**

Where parts or damage are not covered by Total LibCare, a quote will be sent for approval before the repair is undertaken, including all shipping costs. The following are NOT covered by Total LibCare;

- **Loss or Theft of any item or part of item.** We advise that you contact your home insurance company to cover against loss. This includes Total LibCare loan devices whilst in your possession.
- **Deliberate Damage, Neglect or Misuse.** Damage that has, in the opinion of our service technicians, been caused by neglect or misuse is not covered by Total LibCare and, in such circumstances a quote will be given for the repair. Where there is a dispute over accidental vs. deliberate damage, neglect or misuse, Liberator Management are the sole arbitrators.
- **Unlimited Accidental Damage.** Accidental damage claims are limited to:
  - **Total LibCare:** 2 claims per 3 years.
  - **LibCare Extended:** 1 claim per year..
- **Cleaning the device.** If devices are returned covered in unidentifiable substances and we have to clean a device before we can repair it the customer will be charged at a rate of £50 per device for this service. It is the duty of the user's support assistant or facilitator to keep the device clean. Unclean devices are seen as neglect and thus Liberator will always charge for this service. **Please note:** the courier may refuse to carry a product suspected of being contaminated.
- **Damage caused during transportation.** Please ensure that goods are properly packaged for return, and contact Customer Support if you are in doubt.
- **Removable items and accessories,** such as battery door and memory card covers/clips, memory cards, mounting kits, carry cases, key-guards, cables, etc.
- **Devices must only be serviced by Liberator service technicians.** Where a device has been tampered with, opened or serviced by a third party, this will invalidate all warranties.

### **Liberator reserves the right to:**

- Determine whether a fault is covered under the terms of Total LibCare / LibCare Extended.
- Cancel LibCare Extended and refund monies paid pro rata at any time.
- Make a judgement as to whether the device needs cleaning before repair.
- Notify the customer that a suitable loan device cannot be supplied or will be delayed. This will only occur in very exceptional circumstances.
- Vary LibCare Extended premiums from time to time.

### **Other terms & conditions:**

- Total LibCare and LibCare Extended are *not insurance policies* (no insurance companies are involved).
- Purchasing Total LibCare / LibCare Extended does not affect your statutory rights.
- Liberator will send out warranty renewal notices up to year 5 of your device life.
- Either party may end the LibCare Extended contract, giving 30 days' notice in writing, Liberator will refund amounts paid, pro-rata to the term of the contract.
- In instances where a device is deemed irreparable, Liberator will replace a customer's device with the same or a similar specification product as the original device. Please note that software and hardware specifications are subject to change and the replacement may for instance be a different model or running an alternative operating system. We aim to discuss any replacements with all concerned parties.

### **How to claim:**

Should you experience a problem with your device, please always follow the procedure outlined below. For your convenience and to keep costs as low as possible, we do not want to collect a device for repair unless absolutely necessary, so we will always try to resolve a problem over the phone or via Remote Support if possible.

### **Reporting a problem:**

- Phone Liberator Customer Support on 01733 370 470.
- Quote the serial number (on reverse of device, e.g. AC12-1234), name of person using device and your name, and explain the nature of the problem.
- If we are unable to resolve your problem over the phone, the device may be faulty and we may need to recall it to our workshop. We will normally collect your faulty device within one working day (two working days in north of Scotland and Ireland), which ensures that you are without a voice for the minimum period.
- When arranging collection of a faulty device, we will ask you to confirm contact and address details for both the collection *and* return.
- You are required to pack the device securely to that it will be safe in transit.
- It is your responsibility to backup the data on your device. Where possible we will advise you about transferring the vocabulary from your faulty device to the loan device.

### **When we return your repaired device:**

- When your device has been repaired, we will contact you to arrange its return and to collect a loan device if applicable.

**Important:** as we use independent couriers to collect and deliver parcels it is critical that you are there at the time you have agreed to for the delivery or collection. Couriers charge us for a failed delivery/collection and we reserve the right to pass on this charge to customers.

**Other terms:**

If your cover has expired and you wish to rejoin, this is possible with a re-inspection fee. The charge is £78.00 which includes collection of the device for evaluation before warranty can be offered.

We will notify you up to 3 months before your policy is due for renewal.

When your device is 5 years old, additional LibCare Extended may be purchased one year at a time, subject to parts availability and the condition of the device. However, as all products eventually reach a stage where they can no longer be supported (due to lack of availability of components or general deterioration due to wear and tear) there will come a point when you will be notified that Liberator can no longer provide a LibCare Extended service. However, we will continue to repair your device on a case by case basis (with a quotation for each repair) if possible. At this stage, every assistance will be given to help you upgrade to a new device.

Loan devices are not covered by loss or theft whilst in your possession, any total loss of a loan device by any means is the sole responsibility of the customer. As is the case for your main device we advise that it is covered under your insurance for loss or theft.