



A **TATA** Product

Terms & Conditions ZipCare Installation & ZipCare Uninstallation



ZipCare Installation & ZipCare Uninstallation

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1. The plans (“**ZipCare Installation & ZipCare Uninstallation**”) are offered and operated by Infiniti Retail Ltd (“**IRL or Croma**”). The following terms and conditions, constitute a legally binding agreement between the Customer (“**You**”) and IRL (“**Service Contract**”). It also includes the services provided by IRL under ZipCare Installation & ZipCare Uninstallation.
2. In order to subscribe to this ZipCare Installation & ZipCare Uninstallation, you shall be required to pay a fee for ZipCare Installation & ZipCare Uninstallation.
3. ZipCare Installation & ZipCare Uninstallation is available for purchase on:
 - a. Croma Stores
 - b. Croma’s website: www.croma.com
 - c. Croma’s Company Owned Company Operated Service Centers (together “**Sales Channels**”)
4. ZipCare Installation & ZipCare Uninstallation can be purchased only for Out of warranty products i.e., for products that do not have OEM warranty active on the product
5. Upon payment of Fees, you agree to be bound by this Service Contract. If You do not agree with the terms of this Service Contract, you have the right to cancel the ZipCare Installation & ZipCare Uninstallation within 7 days from the date of payment of fees.

1. Definitions:

- “**Act of God**” refers an accident or event resulting from natural causes, without human intervention, and one that could not have been prevented by reasonable foresight or care. For the purpose of **ZipCare Installation & ZipCare Uninstallation**, Act of God includes lightning, earthquake, storm, cyclone, typhoon, tempest, hurricane, tornado, tsunami, flood & inundation, volcanic eruption, epidemics, pandemics, or other convulsions of nature.
2. “**Additional Services**” means the services offered by Croma, at its discretion to the Customers. Such services are in addition to the cover under the **ZipCare Installation & ZipCare Uninstallation** and shall not form a part of the **ZipCare Installation & ZipCare Uninstallation**.

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3. **“Assistance Service Provider (ASP)”** refers to an organisation, or company or person that IRL has deemed qualified to perform service for the products covered under the ZipCare Installation & ZipCare Uninstallation.
4. **“Basic Function Check”** means inspection of the basic functionality of components of the Covered Product.
5. **“Breakdown”** means the mechanical, electronic, and/or electrical defects and/or failure of a Covered Product, that cause it to not function in its intended manner is not covered.
6. **“Commercial Use”** means usage of the plan for purpose of generating profit and in a commercial environment.
7. **“Consumables”** means components required for the upkeep of the Covered Product which needs to be replenished from time to time is not covered.
8. **“Customer or You or Your”** means the person/entity who has purchased the ZipCare Installation & ZipCare Uninstallation from Sales Channels and whose name appears on the invoice.
9. **“Covered Breakdown”** means the Breakdown covered by the Manufacturer’s Warranty/ Guarantee during the Manufacturer’s Warranty / Guarantee period. The Covered Breakdown will vary for each Covered Product in accordance with the Manufacturer’s Warranty / Guarantee for the said Covered Product.
10. **“Cover Period”** means the period between the Cover start date and the Cover end date.
11. **“Covered Product”** means the Eligible Product covered under the ZipCare Installation & ZipCare Uninstallation plan.
12. **“Eligible Product”** means Air Conditioner, Washing Machine & Dishwasher. The above list will be subject to change without prior notice. Additions and deletions from the list will be solely at IRL’s discretion.
13. **“ZipCare Installation”** means on demand installation services for the eligible Covered Product. These services can be purchased standalone and can be availed from the date of purchase.
14. **“ZipCare Uninstallation”** - means on demand uninstallation services for the eligible Covered Product. These services can be purchased standalone and can be availed from the date of purchase

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15. **“Manufacturer Warranty/ Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
16. **“Manufacturer’s Warranty/ Guarantee Period”** means the uninterrupted period of the Manufacturer’s warranty cover as stated on the original official Manufacturer’s warranty certificate or publication.
17. **“Normal Use”** means the use of the Eligible Product in accordance with the manufacturer’s guidelines for product usage including but not limited to regular maintenance and upkeep of the Covered Product.
18. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in the manufacture and production of the Covered Product.
19. **“Service Request”** means a request raised by You to avail service for the Covered Product.
20. **“We or Us or Our”** means the issuer of Service plan i.e., IRL or Croma.
21. **“Installation service”** means setup, configuration & demo of the products/appliance at customers location to ensure it functions correctly as per technical specifications of the manufacturer.
22. **“Uninstallation service”** means process of dismantling and removing an existing appliance or product from the location where it is installed

2. Conditions of ZipCare Installation & ZipCare Uninstallation:

1. ZipCare Installation & ZipCare Uninstallation is available for Eligible Products and is available only in select cities in India.
2. ZipCare Installation & ZipCare Uninstallation is applicable on your address of purchase of the Covered Product, or in case of change in such address, only if such address is serviceable (**“Service Address”**), as confirmed by Assistance Service Provider.
3. ZipCare Installation & ZipCare Uninstallation is applicable to all Eligible Products purchased from Croma or not purchased from Croma where OEM/Manufacturer’s warranty has expired

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4. ZipCare Installation covers only installation & ZipCare Uninstallation covers only uninstallation as per the selected plan as defined in table “Table 1”.
5. ZipCare Installation & ZipCare Uninstallation plan will be valid for 30 days from the date of purchase.

3. Key Features:

3.1 What is covered under ZipCare Installation & ZipCare Uninstallation?

1. ZipCare Installation & ZipCare Uninstallation plan covers the following:
 - a. Installation/ Uninstallation Service - Once as per the service selected
2. ZipCare Installation & ZipCare Uninstallation plan covers the following:
 - a. Cost of labour (For Installation/Uninstallation service)
3. Where the Covered Product is used for Commercial Use or is in the name of a company, such products will not be covered.

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Please refer below table for applicable coverage as per product category

Table 1

	Installation	Uninstallation
Split Air Conditioner	<ul style="list-style-type: none"> • Drilling on the wall to create a hole for routing pipes from indoor unit (IDU) to outdoor unit (ODU) • Installing the copper and drainage pipe (cost of pipes, etc not covered) • Connecting indoor unit (IDU) to outdoor unit (ODU) using standard wire/pipe length available with the customer • Connecting any separately purchased stabilizer (if applicable) and electrical connection to the AC unit • Checking cooling performance • Demo - Features & Operating Procedure 	<ul style="list-style-type: none"> • Test run of the Split AC & inspection of Indoor & Outdoor Unit to understand condition of the AC • Pump Down the machine i.e. store the refrigerant in outdoor unit • Removal of outdoor unit • Removal of indoor unit • Removal of IDU Plate • Copper pipe removal (if not concealed) • Pack all the contents in the packaging (if available)
Window Air Conditioner	<ul style="list-style-type: none"> • Unboxing & Unpacking of Window AC • Site identification & slot measurement • Fixing of frame (Cutting and Drilling) & Electric Supply check • Functionality & Cooling test along with grill temperature check • Demo - Features & Operating Procedure 	<ul style="list-style-type: none"> • Test run of the window AC to understand condition of the AC • Removal of main unit • Removal of frame • Pack all the contents in the packaging (if available)

ZipCare Maintain - Out of Warranty Products

Please refer below table for applicable coverage as per product category

Table 1

	Installation	Uninstallation
Washing Machine	<ul style="list-style-type: none"> • Unpacking of Washing Machine • Site identification for installation • Electric Supply & Water Hardness (TDS) Level Check (plumbing and electrical wiring not covered) • Water Connection - Inlet pipe & Drainage pipe fixing • Levelling of Washing Machine • Demo - Features & Operating Procedure 	<ul style="list-style-type: none"> • Removal of drain water from washing machine • Removal of inlet pipe & drain pipe • Cleaning of pipes • Basic external & internal cleaning of machine with cloth • Pack all the contents in the packaging (if available)
Dishwasher	<ul style="list-style-type: none"> • Site Identification for Dishwasher • Unpacking of Dishwasher • Electric Supply Check & Water Hardness TDS Level check • Basis TDS level of water, setting of hardness level in machine • Water Connection - Inlet pipe fixing & Drainage pipe fixing • Levelling of Dishwasher • Demo - Features & Operating Procedure 	<ul style="list-style-type: none"> • Removal of drain water from dishwasher • Removal of inlet pipe & drain pipe • Cleaning of pipes • Basic external & internal cleaning of machine with cloth • Pack all the contents in the packaging (if available)

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3.2 What is not covered under the ZipCare Installation & ZipCare Uninstallation?

1. This **ZipCare Installation & ZipCare Uninstallation** is not applicable for products under Manufacturer warranty. Customer understands and accepts that **ZipCare Installation & ZipCare Uninstallation is applicable and starts only after expiry of the manufacturer warranty**. If customer avails the service during the manufacturer warranty & it results in the manufacturer's warranty becoming void, IRL won't be responsible for the same.
2. The Cost for repairs, spares and breakdowns is not covered under ZipCare Installation & ZipCare Uninstallation and the specific exclusions as listed under section 4 'List of Exclusion' below, shall not be covered.
3. Installation of the eligible product at new location is not covered under Uninstallation plan
4. Core Drilling, Plumbing and Electrical wiring not covered.
5. Cost of transportation is not covered
6. Copper Pipe Routing for Air Conditioner - Concealed piping not included/Panelling not included.

3.3 Cancellation and Refund:

- 1 You shall have the option to cancel the ZipCare Installation & ZipCare Uninstallation plan within 7 (seven) days from the date of purchase of the same, subject to You not having availed any Service under the plan. You can cancel the plan by visiting Croma.com, visiting a Croma store or by contacting our customer care number 1800-570-0947.
2. If the ZipCare Installation & ZipCare Uninstallation plan is purchased along with the Covered Product, i.e. on the same date, the ZipCare Installation & ZipCare Uninstallation plan will be automatically cancelled once the purchase order of the Covered Product is cancelled or returned by You. Provided, that the Covered Product is cancelled or returned by You within 7 days from the purchase of the ZipCare Installation & ZipCare Uninstallation plan. It should be independent of the product being returned.
3. Upon cancellation of the ZipCare Installation & ZipCare Uninstallation plan within the aforementioned cancellation period, the total Fee paid by You towards plan will be refunded to You.

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3.4 Service Request:

1. You can raise a maximum of 1 service requests during the ZipCare Installation & ZipCare Uninstallation plan tenure.
2. Please read this Service Contract carefully to check what is covered under this ZipCare Installation & ZipCare Uninstallation plan.

4. List of Exclusions:

The ZipCare Installation & ZipCare Uninstallation plan is only a on demand plan that offers installation/uninstallation service as listed in table “Table 1” above. During service, if it is identified that repair is required for the covered product then the same will not be covered under the ZipCare Installation & ZipCare Uninstallation plan. Any other issues resulting in the Covered Product not being functional or performing the way it should perform, then, anything else over and above the scope of the ZipCare Installation & ZipCare Uninstallation plan will not be covered. Consumables to be replaced/replenished in case of installation, uninstallation or movement of the Covered Product will not be covered. Any transportation or logistic cost for facilitation of the service will not be covered under the program. Products set up for offices and other commercial set ups will not be covered.

5. General Terms and Conditions:

5.1. Customer Representation, Obligations and Covenants:

1. You hereby represent that:
 - a. You have the legal capacity, and You agree to comply with these terms and conditions;
 - b. You are not under the age of 18;
 - c. The information and documents provided by You for the purpose of the ZipCare Installation & ZipCare Uninstallation is true, accurate, current, complete, and not misleading;
 - d. You will maintain the accuracy of such information and promptly notify IRL of any change.
 - e. You will comply with the applicable law, as may be relevant for the purposes of this ZipCare Installation & ZipCare Uninstallation plan.

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2. You hereby understand and acknowledge that:
 - a. If You receive a benefit under a Service Request, as contemplated under these terms and conditions, and it is later discovered that the Service Request was dishonest, fraudulent, or false, IRL shall have the right to recover the costs associated with the Service Request from You.
 - b. It shall be Your responsibility to properly maintain, store and use the Covered Product according to the manufacturer's instructions and take all reasonable steps as may be prescribed by the manufacturer.
 - c. It shall be Your responsibility to de-install all add-ons and/or accessories from the Covered Product.
 - d. IRL may engage third parties whom IRL authorises including Assistance Service Partners for the fulfilment of the services under ZipCare Installation & ZipCare Uninstallation.
 - e. Delay by You in providing the correct documentation to us on time when We request You for it; any delay in handing over the correct documentation to Us will extend the commitment by the delayed period.
 - f. Delay in Your response, beyond a reasonable time, to Our request(s) for any relevant information regarding the Covered Product or to any other information sought by Us to process Your Service Request quickly; any delay in responding to Us in a timely manner will extend the commitment by the delayed period.
3. You hereby undertake to:
 - a. Strictly comply with the terms and conditions contained in this Service Contract.
 - b. Cooperate with Our representatives/ Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required by Us from time to time, including at the time of Service Request. If the serial number of the Covered Product has changed due to repairs or replacement by the manufacturer/ retailer, please provide Us with a copy of the swap letter that clearly mentions the current and old serial number of the Covered Product.
 - c. Correctly select the right ZipCare Installation & ZipCare Uninstallation for Your product based on condition, price and purchase location.
 - b. Report and raise the service request with Us within 7 calendar days of its occurrence beyond which such request may be liable to be rejected.
 - e. Provide IRL's representative/ Assistance Service Provider full access to the Covered Product in order to provide necessary service.

5.2 Privacy Policy and Data:

1. We care about data privacy and security. Please review our Privacy Notice.

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2. By choosing to avail the services offered under ZipCare Installation & ZipCare Uninstallation, You hereby:
 - a. Agree to be bound by Our Privacy Notice and the service-specific terms, which are incorporated into this Service Contract.
 - b. Consent to the collection, use, and disclosure of Your personal data by IRL with their authorised third-party agents, Assistance Service Providers, insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under ZipCare Installation & ZipCare Uninstallation or as may be required under applicable law.
 - c. Consent to IRL or its Assistance Service Providers recording phone calls between You and Service Provider on the helpline number set out in under Service Request section above, in order for IRL to inter alia (i) provide a record of the instructions received from You and to share the same with Our authorised service partners, if required, (ii) to monitor quality standards, (iii) training purposes, and (iv) meet legal and regulatory requirements.
 - d. Consent to receiving periodic communications from IRL and/ or its Assistance Service Providers, pertaining to information regarding Our offers, product features and services.

5.3 Miscellaneous:

1. Any marketing brochures, banners, or material is meant purely for educating You about the features and terms of the ZipCare Installation & ZipCare Uninstallation and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between the issuer of the ZipCare Installation & ZipCare Uninstallation i.e., IRL and You relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers Assistance Service Providers, or others that are inconsistent with this Service Contract shall not be binding upon Us.
3. This ZipCare Installation & ZipCare Uninstallation is offered and valid only in the Republic of India. This Plan may not be available in all jurisdictions and is not available where prohibited by law.
4. We reserve the right to make changes or modifications to these terms and conditions at any time and for any reason. We will alert You about any changes by updating the “Last updated” date of the Service Contract and You waive any right to receive specific notice of each such change. It is Your responsibility to periodically review these terms and conditions to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised terms and conditions by Your continued use of the services provided under the ZipCare Installation & ZipCare Uninstallation, after the date such revised terms and conditions are posted.

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5.4 Termination:

1. Any condition, act, or omission by You that voids the Manufacturer Warranty/ Guarantee shall also result in termination of the ZipCare Installation & ZipCare Uninstallation.
2. IRL will terminate the Service Contract if You at any time:
 - a. In violation of applicable law as may be relevant to the use of the ZipCare Installation & ZipCare Uninstallation;
 - b. Have breached the Service Contract terms, or has failed to act in good faith, openly, honestly and in a bonafide manner towards IRL or the Assistance Service Provider.

5.5 Dispute Resolution:

1. To expedite resolution and control the cost of any dispute, controversy, or claim related to this Service Contract (“Dispute”), brought by either You or Us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute informally for at least ninety (90) days before referring the Dispute to the exclusive jurisdiction of courts at Mumbai.

5.6 Governing Law:

1. This Service Contract and the terms contained herein are governed by and will be construed in accordance with the laws of India, without regard to its conflict of law principles.

5.7 Limitation of Liability:

1. In no event will We or our directors, employees, or agents be liable to You or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from Your use of the ZipCare Installation & ZipCare Uninstallation.
2. IRL disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. IRL’s total liability under the Service Contract shall not exceed the total Fee paid by You towards purchase of ZipCare Installation & ZipCare Uninstallation.

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5.8 Indemnification:

You agree to defend, indemnify, and hold IRL and its Assistance Service Provider(s) harmless, including their respective subsidiaries, affiliates, and all their respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. Any wrongful act or omission attributable to You in relation to the usage of the ZipCare Installation & ZipCare Uninstallation;
2. Any wilful misconduct, gross negligence, or fraud committed by You;
3. Breach of this Service Contract;
4. Any breach of your representations, obligations, and covenants set forth in this Service Contract;
5. Your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act towards any of our employees, representatives or agents, in each case, with who You connected for the purpose of ZipCare Installation & ZipCare Uninstallation. Notwithstanding the foregoing, we reserve the right, at Your expense, to assume the exclusive defence and control of any matter for which You are required to indemnify Us, and You agree to cooperate, at Your expense, with Our defence of such claims. We will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.



A TATA Product



1800 570 0947



customersupport@zipcare.in