



A **TATA** Product

# Terms & Conditions

## AMC - Air Conditioners



# ZipCare Maintain - AMC for Air Conditioners

## ZipCare Maintain - AMC for Air Conditioners

1. The plan (“**ZipCare Maintain - AMC for Air Conditioners**”) is 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 Maintain - AMC for Air Conditioners plan.
2. In order to subscribe to this plan, You shall be required to pay a ZipCare Maintain - AMC for Air Conditioners plan fee.
3. ZipCare Maintain - AMC for Air Conditioners plan is available for purchase on:
  - a. Croma Stores
  - b. Croma’s website: [www.croma.com](http://www.croma.com)  
(together “**Sales Channels**”)
4. ZipCare Maintain - AMC for Air Conditioners plan can be purchased:
  - a. At the time of purchase of Eligible Product; or
  - b. Within 11 months from the date of Invoice of the Eligible 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 Maintain - AMC for Air Conditioners plan within 30 days from the date of payment of fees.

## 1. Definitions:

1. “**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 Maintain - AMC for Air Conditioners** plan, 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 IRL, at its discretion to the Customers. Such services are in addition to the cover under the **ZipCare Maintain - AMC for Air Conditioners** plan and shall not form a part of the plan.

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3. **“Assistance Service Provider (ASP)”** refers to an organisation, or company or person that IRL has deemed qualified to perform maintenance for the products covered under the ZipCare Maintain - AMC for Air Conditioners plan.
4. **“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.
5. **“Commercial Use”** means usage of the plan for purpose of generating profit and in a commercial environment.
6. **“Customer or You or Your”** means the person / entity who has purchased the ZipCare Maintain - AMC for Air Conditioners plan from Sales Channels and whose name appears on the invoice.
7. **“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.
8. **“Cover Period”** means the period between the Cover start date and the Cover end date.
9. **“Covered Product”** means the Eligible Product covered under the ZipCare Maintain - AMC for Air Conditioners plan.
10. **“Eligible Product”** means Split, Inverter, Window, Portable Air conditioner. The above list is only indicative and will be subject to change without prior notice. Additions and deletions from the list will be solely at IRL’s discretion.
11. **“ZipCare Maintain - AMC for Air Conditioners plan cover”** means AC maintenance service, starting from the date of expiry of the Manufacturer’s Warranty / Guarantee as per the plan opted by you.
12. **“Manufacturer Warranty / Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
13. **“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.
14. **“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.

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15. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in the manufacture and production of the Covered Product.
16. **“Service Request”** means a request raised by You to avail maintenance service for the Covered Product.
17. **“Consumable”** means gas refilling / top up required in case if Your Air Conditioner is not cooling.
18. **“We or Us or Our”** means the issuer of Unlimited Service plan i.e. IRL or Croma.

## 2. Conditions of Zipcare Maintain - AMC for Air Conditioners plan Cover:

1. Zipcare Maintain - AMC for Air Conditioners plan is available for Eligible Products and is available only in selected cities in India.
2. The plan 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. This plan is applicable to Eligible Products purchased as new. The plan will not cover any products purchased as ‘second hand’ or ‘refurbished’.
4. The plan can be purchased for all Eligible Products that carry a minimum Manufacturer Warranty / Guarantee of 12 months. The Manufacturer’s Warranty must begin on the date of purchase of the Eligible Product.
5. The plan covers maintenance for a tenure of 2 years and 4 years post the Manufacturer’s warranty period.

## 3. Term of Zipcare Maintain - AMC for Air Conditioners plan:

The sum total of the ZipCare Maintain - AMC for Air Conditioners plan shall always be less than or equal to 5 years.

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## 4. Key Features:

### 4.1 What is covered under ZipCare Maintain - AMC for Air Conditioners plan?

1. Zipcare Maintain - AMC for Air Conditioners plan covers unlimited AC maintenance of the Covered Product,
2. The plan offers unlimited AC cleaning service that can be wet or dry service during the tenure of 2 and 4 years,
3. This plan covers the following:
  - a. Cost of labour;
  - b. Cost of Consumables
4. Where the Covered Product is used for Commercial Use or is in the name of a company, such products will not be covered
5. Gas refilling for Eligible Products is covered, once in a tenure of 2 years and twice in a tenure of 4 years post OEM's warranty.

### 4.2 What is not covered under the ZipCare Maintain - AMC for Air Conditioners plan?

The Cost for repairs, spares and breakdowns is not covered under Manufacturer Warranty / Guarantee and the specific exclusions as listed under section 4.5 'List of Exclusion' below, shall not be covered under the ZipCare Maintain - AMC for Air Conditioners plan.

### 4.3 Cancellation and Refund:

1. You shall have the option to cancel the Zipcare Maintain - AMC for Air Conditioners plan within 30 (Thirty) days from the date of purchase of the same, subject to You not having availed any Service or reported any Service Request under the plan for AC cover. You can cancel the plan by visiting [croma.com](http://croma.com) or by contacting our customer care number 1800-570-0947.
2. If the Zipcare Maintain - AMC for Air Conditioners plan is purchased along with the Covered Product, i.e. on the same date, the 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 30 days from the purchase of the plan. It should be independent of the product being returned.

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3. Upon cancellation of the plan within the aforementioned cancellation period, the total Fee paid by You towards the plan will be refunded to You.

## 4.4 Service Request:

1. You can raise multiple service requests during the ZipCare Maintain - AMC for Air Conditioners plan cover.
2. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
3. Please read this Service Contract carefully to check what is covered under this ZipCare Maintain - AMC for Air Conditioners plan cover.
4. If you believe the nature of the issue is covered under this plan cover, please call us at 1800-570-0947 or email us at [customersupport@zipcare.in](mailto:customersupport@zipcare.in) within 7 days of the occurrence of such Covered Breakdown and raise a Service Request.

## 4.5 List of Exclusions:

The ZipCare Maintain - AMC for Air Conditioners plan is only a maintenance plan that offers wet or dry AC cleaning service. While servicing the device, if it is identified that repair is required then the same will not be covered under the plan. However, IRL will assist in facilitating repairs through the OEM. If the product doesn't have Manufacturer's Warranty, the cost arising from the repairs or replacement will not be covered under the ZipCare Maintain - AMC for Air Conditioners plan. If the warranty is not provided by the OEM for any reason, then, IRL will not be responsible for the same. Any other issues resulting in the Air Conditioner not being functional or performing the way it should apart from the scope of the program offered will not be covered. Installation and uninstallation i.e., for any given reason if the Air conditioner needs to be uninstalled and installed back again will be on chargeable basis. Gas to be refilled in case of installation, uninstallation or movement of the device will not be covered. Any transportation or logistic cost for facilitation of the service will not be covered under the program. Air conditioners set up for offices and other commercial set ups will not be covered.

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## 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 Maintain - AMC for Air Conditioners plan 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 Maintain - AMC for Air Conditioners plan.
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 Maintain - AMC for Air Conditioners plan.
  - 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.

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- c. Correctly select the right ZipCare Maintain - AMC for Air Conditioners plan for Your product based on condition, price and purchase location.
- d. 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 maintenance.

## 5.2 Privacy Policy and Data:

- 1. We care about data privacy and security. Please review our Privacy Notice.
- 2. By choosing to avail the services offered under the ZipCare Maintain - AMC for Air Conditioners plan, 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 Maintain - AMC for Air Conditioners plan 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 4.4 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 customers about the features and terms of the ZipCare Maintain - AMC for Air Conditioners plan and they have no commercial value.
- 2. This Service Contract is the complete and exclusive agreement between the issuer of the ZipCare Maintain - AMC for Air Conditioners plan i.e. IRL and the Customer 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.



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3. This ZipCare Maintain - AMC for Air Conditioners plan 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 Maintain - AMC for Air Conditioners plan, after the date such revised terms and conditions are posted.

## 5.4 Termination:

1. Any condition, act, or omission of the Customer that voids the Manufacturer Warranty / Guarantee shall also result in termination of the ZipCare Maintain - AMC for Air Conditioners plan.
2. IRL will terminate the Service Contract if the Customer at any time:
  - a. Is in violation of applicable law as may be relevant to the use of the ZipCare Maintain - AMC for Air Conditioners plan;
  - b. Has 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:

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:

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.

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## 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 Maintain - AMC for Air Conditioners plan.
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 the Customer towards purchase of the ZipCare Maintain - AMC for Air Conditioners plan.

## 5.8 Indemnification:

1. 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:
  - a. Any wrongful act or omission attributable to You in relation to the usage of the ZipCare Maintain - AMC for Air Conditioners plan;
  - b. Any wilful misconduct, gross negligence, or fraud committed by You;
  - c. Breach of this Service Contract;
  - d. Any breach of your representations, obligations, and covenants set forth in this Service Contract;
  - e. 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 Maintain - AMC for Air Conditioners plan. 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.



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