



A **TATA** Product

Terms & Conditions

Protect - Damage Standard



ZipCare Protect – Damage Standard

ZipCare Protect Damage Standard

1. ZipCare program is owned and operated by Infiniti Retail Limited (“IRL” or “Croma”). Tata Digital Private Limited (“Tata Digital”) in collaboration with IRL is offering a ZipCare Protect – Damage Standard Plan (ZPDS) to the Customers (“You”) under the “ZipCare Program”. The following terms and conditions along with the Word of Honour, constitute a legally binding agreement between You and Tata Digital (“Service Contract”) and govern the services provided under ZPDS Plan.
2. The ZPDS Plan covers Accidental Damage & Liquid Damage to the original equipment for which the plan is purchased. In ZPDS plan the customer shall bear 25% of the repair cost for service request.
3. Tata Digital in collaboration with IRL, will take care of your Eligible Product by carrying out the repair works under ZPDS Plan. All you need to do is purchase the ZPDS Plan from IRL at the time of purchase of the Eligible Product.
4. ZPDS Plan shall commence along with the original warranty/guarantee provided by the manufacturer and shall end post the plan tenure of the ZPDS plan.
5. In order to subscribe to this ZPDS Plan, You shall be required to pay a ZPDS Plan fees to IRL at the time of purchase (“Fees”).
6. You can purchase ZPDS Plan from any of the following channels:
 - a. Tata Neu
 - b. Croma Stores
 - c. Croma’s website: www.croma.com
(together “Sales Channels”)
7. Upon payment of Fees, You agree to be bound by the terms of this Service Contract. If You do not agree with the terms of this Service Contract, You have the right to cancel the ZPDS Plan within 15 days from the date of payment of Fees.

ZipCare Protect – Damage Standard

8. In case of any breakdown of your product, please raise a Service Request via any of the following modes:
 - a. Call Centre – **1800-570-0947**
 - b. Email-id – customersupport@zipcare.in
 - c. By visiting nearest Croma stores

1. Definitions:

1. **“ZipCare Protect – Damage Standard Plan (ZPDS) Cover”** means protection of Covered Products against Physical Damage and/or Liquid Damage where customer will bear 25% of repair cost for service request.
2. **“Accidental Damage”** means any sudden, unintentional and unexpected damage to a Covered Product caused by an external means other than the liquid that results in the Covered Product not being able to function in its intended manner of Normal Use.
3. **“Liquid Damage”** means any unintentional damage caused to the Covered Product by an accidental spill of liquids in/on the Covered Product that results in it not being able to function in its intended manner of Normal Use.
4. **“Act of God”** 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 ZPDS Plan, Act of God includes lightning, earthquake, storm, cyclone, typhoon, tempest, hurricane, tornado, tsunami, flood, fire, riots, civil insurrection, & inundation, volcanic eruption, epidemics, pandemics or other convulsions of nature.
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.
6. **“Word of Honour”** means a certificate issued by RASP to a Customer to confirm his/her membership under the ZPDS Program.
7. **“Commercial usage”** means usage for the purpose of generating profit.
8. **“Co-Pay”** means 25% of the repair cost payable by a Customer for Service request.

ZipCare Protect – Damage Standard

9. **“Customer or You or Your”** means the person / entity who has purchased the ZPDS Plan from Sales Channels and whose name appears on invoice.
10. **“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.
11. **“Cover Period”** means period between the Cover start date and the Cover end date as specified in the Word of Honour. Program Cover starts from the date of invoice of the device for a period of 3 months, 6 months and 12 months, depending on the Plan purchased by the customer.
12. **“Covered Product”** means the Eligible Product covered under the ZPDS Plan and as specified in the Word of Honour.
13. **“Eligible Product”** means any of the following products: Smart Phones, Tablets, Laptops, Television, Cameras & Wearables.
14. **“Fair Market Value (FMV)”** FMV is defined as 75% of Device Invoice Value between 0-365 days of Device invoice date.
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 use of the Eligible Product in accordance with the manufacturers guidelines for Product usage including but not limited to regular maintenance & upkeep of the Covered Product.
18. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.
19. **“Repair Assistance Service Provider (RASP)”** refers to an organization, or company or person that shall repair products covered under the ZPDS Plan, manage Service Request and associated customer care services. For the purpose of ZPDS Plans offered under ZipCare Program, IRL shall be the exclusive RASP.

ZipCare Protect – Damage Standard

17. **“Replacement Value”** is defined as 75% of the Sum Assured or the value of replacement model, whichever is lesser.
18. **“Service Request”** means request raised by Customer to repair the Covered Product.
19. **“Sum Assured”** means the total coverage amount under the ZPDS Program and shall be equal to the Invoice Value of the Covered Product. Invoice value shall mean the price mentioned on the purchase invoice of the Covered Product excluding any payment card discount/bank discounts/or any other discounts.
20. **“Beyond Economic Repair (BER)”** means that at the time-of-Service Request, if the estimated repair amount is more than 75% of Sum Assured (‘Total Loss’) or if the device is not repairable due to any reason.
21. **“We or Us or Our”** means the issuer of ZPDS Program i.e. Tata Digital.

2. Conditions of ZipCare Protect-Damage Standard plan cover:

1. You must be 18 years of age at the time of purchase of ZPDS Plan.
2. ZPDS Plan is available for Eligible Products and is available only in select cities in India as determined by Repair Assistance Service Provider (RASP).
3. ZPDS 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 Repair Assistance Service Provider (RASP).
4. ZPDS Plan is applicable to Eligible Products purchased as new. ZPDS Plan will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. ZPDS Plan can be purchased for all Eligible Products that carry a minimum Manufacturer Warranty/Guarantee of 12 months. Manufacturer’s Warranty must begin on the date of purchase of the Eligible Product.
6. ZPDS Plan covers Breakdowns for the duration of the Cover Period. Breakdowns and/or parts not covered under the Manufacturer Warranty/Guarantee, will not be covered under ZPDS Plan.

ZipCare Protect – Damage Standard

7. ZPDS Plan is only applicable for Eligible Products and Tata Digital reserves the right to reject any Service Request under ZPDS Plan cover if the Covered Product has been repaired by any unauthorised third party, prior to You purchasing the ZPDS Plan or raising any Service Request under the ZPDS Standard Plan.

3. Term of ZipCare Protect Damage Standard plan

1. The tenure of ZPDS Plan is 3 months, 6 months and 12 months starting from Device Invoice Date., depending on the Plan purchased by the customer.

4. Key Features:

4.1 What is covered under ZipCare Protect Damage Standard (ZPDS) Plan?

1. ZPDS Program covers all accidental physical & liquid damages to the Covered Product. ZPDS Plan is a Co-Pay service i.e. the customer shall bear 25% of the repair cost for service request.
2. ZipCare ADLD Program covers the following components of a Covered Product:
 - a. Cost of parts to be replaced during repair.
 - b. Cost of labour to do the repair job.
 - c. Cost of delivering the service at home or cost of transporting the product for repair.
3. You can make only one claim during the tenure of the ZPDS Program.

4.2 What is not covered under ZipCare Protect Damage Standard Plan?

Breakdowns not covered under Manufacturer Warranty/Guarantee and the specific exclusions as listed under the section 4.8 'List of Exclusion' below shall not be covered under the ZPDS Plan.

4.3 Replacement or Payment of FMV: Applicable under ZipCare Protect Damage Standard :

1. Replacement or payment of FMV of Covered Product shall be carried out by RASP as per the terms and conditions of this Service Contract.

ZipCare Protect – Damage Standard

2. A Covered Product becomes eligible for replacement or payment of FMV if under any Service Request, the Covered Product is deemed as BER.
3. Where a Covered Product is considered BER, the RASP will either:
 - a. Replace the product with another product of same or similar make and model, with equal features and functionality.
 - b. Provide the Customer with a Croma Gift Card equal to the Fair market value (FMV) of the Covered Product.
4. On replacement or issuance of Croma Gift Card, the ZPDS Plan will terminate.

4.4 Cancellation and Refund:

1. You shall have the option to cancel the ZPDS Plan within 15 (Fifteen) days from the date of purchase of the same, subject to You not having availed any Service or reported any Service Request under the ZPDS cover. You can cancel the ZPDS Plan by visiting any Croma stores or Croma.com or by contacting Croma's customer care number **1800 570 0947** or email at: **customersupport@zipcare.in**
2. The ZPDS Program will be automatically cancelled once the purchase order of the Covered Product is cancelled or returned by You within 15 days from the purchase of ZPDS Program. Upon cancellation of the ZPDS Program within the aforementioned cancellation period, the total Fee paid by You towards the ZipCare ADLD Program will be refunded to You.

4.5 Gift:

Transfer of ZPDS Plan is allowed in cases where You may have purchased the Eligible Product in Your name, however the end user of the Eligible Product is someone else.

4.6 Service Request:

1. RASP shall be the point of contact for any Service Requests.
2. You can raise one successful service request during the ZPDS Program tenure.
3. The maximum liability of the Service Request is limited to 75% of Sum Assured amount.

ZipCare Protect – Damage Standard

4. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
5. Please read this Service Contract carefully to check whether the damage is covered under this ZPDS Plan.
6. If you believe the damage is covered under this ZPDS Plan, please call on **1800 570 0947** or email at **customersupport@zipcare.in** or by visiting **www.croma.com** or contacting nearest Croma store within 7 days of the occurrence of such damage and raise a Service Request.

4.7 Service Modes:

1. At Home Repair: RASP will repair the product at your home. Where the Covered Product is not repairable at home. We, through our RASP will arrange for a pickup of the Covered Product from your home, arrange for the repair and delivery of repaired product back to your home.
2. Pick-up & Drop: We through our RASP will arrange for a pickup of the Covered Product from your home, arrange for the repair and delivery of repaired product back to your home.
3. Mail-In for select products (Mobile, Tablets, Laptop & Smartwatch): Locations where Pick-up and Drop service is not available, We through our RASP will arrange for a courier pick-up, arrange for the repair and delivery of repaired product back to You.
4. Carry-In services: You can bring the Covered Product for repairs at nearest Croma Store.

ZipCare Protect – Damage Standard

4.8 List Of Exclusions:

Sr. No.	Exclusions
1.	Loss or damage caused by incorrect storage, poor maintenance, willful negligence, incorrect installation, incorrect set-up, unless the Company can confirm otherwise with due substantiation.
2.	Any loss to ancillary products even if it results into complete stoppage of working unless specifically mentioned as covered.
3.	Damage caused by operating the Covered Product outside the permitted or intended uses described by manufacturer or service (including upgrades and expansions) performed by anyone other than the Company.
4.	Covered Products with a serial number that have been altered, defaced or removed, or have been modified to alter their functionality or capability without the written permission of manufacturer.
5.	Cosmetic damage to the Covered Product including but not limited to scratches, dents and broken plastic on ports, provided the said damages do not affect normal functionality of the Covered Product.
6.	Damage to or loss of any software or data residing or recorded on or malware in the Covered Product.
7.	Damage caused by any process of cleaning, dyeing or bleaching, restoring, servicing, preventative maintenance, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
8.	Loss or damage due to misplacement, misuse, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Product.
9.	Any type of self-repair or attempted self-repair.
10.	Intentional overloading of the covered product. Loss or damage due to any experiments or tests and/or alterations resulting into any abnormal conditions.
11.	Cost of Replacement of Battery unless caused by an accidental or liquid damage to the Covered Product.

ZipCare Protect – Damage Standard

12.	Any loss or damage to accessories/ remote(s) used in connection with the Covered Products(s) that were not supplied at the time of purchase of the Covered Products(s).
13.	Any loss or damage caused to the Covered Product whilst in transit for any service, repair or replacement to any entity other than those authorized by the manufacturer or the Company or Tata Digital.
14.	Any claims related to products that have been recalled by the manufacturer or any loss to the extent covered by any other insurance.
15.	Non-operating and cosmetic damage to the Covered Product, such as damage to paintwork, Covered Product finish, dents or scratches.
16.	Normal wear and tear of items not integral to the functioning of the Covered Product.
17.	Damage caused by unauthorized repair, including abuse, misuse, sand, dust, negligence, corrosion, battery leakage, animal or insect infestation or intrusion.
18.	Reception or transmission problems resulting from external causes.
19.	Damage/failure caused before or during Covered Product delivery unless specifically mentioned as covered.
20.	The cost of repairing, restoring or reconfiguring computer software.
21.	Any consequential or incidental damages arising from the use or loss of use of the Covered Product.
22.	Loss or damage to Covered Product due to moisture where there is no physical ingress of water and loss.
23.	War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
24.	Loss or damage directly or indirectly caused by ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
25.	Loss or damage caused by pollution or contamination.

ZipCare Protect – Damage Standard

26.	Eligible Products which are used for Commercial purposes/work/hire/rental purposes are not covered.
27.	Loss or damage to the Covered Product due to use of unauthorized accessories that were not supplied at the time of purchase of the Covered Product is not covered.
28.	Any circumstance, fact or matter of which the Customer was or ought reasonably to have been aware prior to the commencement of the Cover Period is not covered.
29.	Apple brand products are excluded.
30.	Any loss or damage to any consumable items, attachments or accessories related to the Covered Product such as any SIM card, memory card, protective cases, software (including programs, data and user settings), modem, scanner, printer, earphones, adapter or charger.
31.	Any loss of data stored in the Covered Product, or costs related to re-creation of such stored data.
32.	Any alterations made to the Covered Product whereby the risk of loss/damage is increased.
33.	Damage: a) to the Covered Product caused by it undergoing any heating process or any process involving the application of heat. b) due to theft or attempted theft by or in connivance with Customer or Customer's family. c) due to any person obtaining Covered Product by deception. d) Mechanical or electrical breakdown or failure, unless such mechanical or electrical breakdown happens due to Accidental or liquid damage.
34.	Market depreciation or improper maintenance or gross negligence.
35.	Loss directly or indirectly occasioned by or happening through or in consequence of war, Invasion act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, or loot pillage in connection therewith.
36.	Any Loss arising from or in consequence of requisition or destruction by or under order of any Public Authority.

ZipCare Protect – Damage Standard

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 & conditions.
 - b. You are not under the age of 18 years.
 - c. The information and documents provided by you for the purpose of ZPDS Plan is true, accurate, current, complete, and not misleading.
 - d. You will maintain the accuracy of such information and promptly notify Tata Digital of any change.
 - e. You will comply with the applicable law, as may be relevant for the purposes of this ZPDS Plan.
2. You hereby understand and acknowledge that:
 - a. If you receive a benefit under a Service Request, as contemplated under these terms & conditions, and it is later discovered that the Service Request was dishonest, fraudulent, or false, Tata Digital shall have the right to and will take steps 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 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 and maintain backup copy of all software and data stored in the Covered Product, before providing the same to RASP for services.
 - d. RASP on behalf of Tata Digital may engage third parties for the fulfilment of the services under ZPDS Plan.
3. You hereby undertake to:
 - a. Strictly comply with the terms & conditions contained in this Service Contract.
 - b. Cooperate with Tata Digital's representatives/ Repair Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required from time to time, including at the time-of-Service Request. If the serial/IMEI 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/IMEI number of the product.
 - c. Correctly select the right ZPDS Plan for your product based on condition, price, and purchase location.
 - d. Report and raise the service request with our RASP, within 7 calendar days of its occurrence beyond which such request may be liable to be rejected.
 - e. Provide Repair Assistance Service Provider full access to the Covered Product in order to effect necessary adjustments and repairs.

ZipCare Protect – Damage Standard

5.2 Privacy Policy and Data

1. We care about data privacy and security. Please review our Privacy Notice <https://www.tatadigital.com/privacy-policy>
2. By choosing to avail the services offered under ZPDS 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 Tata Digital with their authorized third-party agents, Repair Assistance Service Providers, Insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under ZPDS Plan or as may be required under applicable law.
 - c. Consent to Tata Digital or its Repair Assistance Service Partners recording phone calls between You and service provider on the helpline number set out in under Service Request section (4.6) above, in order for Tata Digital to inter alia (i) provide a record of the instructions received from you and to share the same with our authorized 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 Tata Digital and/or its Repair Assistance Service Partners, pertaining to information regarding our offers, product features & services.

5.3 Tata Digital's Service Assurance

1. In the event your Covered Product undergoes a Covered Breakdown, Tata Digital through its RASP will undertake to get your product repaired.

5.4 Miscellaneous:

1. Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of ZipCare Protect Damage Standard Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of ZipCare Protect Damage Standard Plan i.e. Tata Digital Private Limited and Customer relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers, Repair Assistance Service Providers or others that are inconsistent with this agreement shall not be binding upon us.
3. This ZPDS Plan is offered and valid only in the Republic of India. This ZPDS Plan may not be available in all jurisdictions and is not available where prohibited by law.

ZipCare Protect – Damage Standard

4. We reserve the right to make changes or modifications to these terms & 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 & 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 & conditions by your continued use of the services provided under the ZipCare Protect Damage Standard Plan, after the date such revised terms and conditions are posted.

5.5 Termination:

1. Any condition, act or omission of the Customer that voids the Manufacturer Warranty/Guarantee shall also result in termination of ZipCare Protect Damage Standard Plan.
2. Tata Digital 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 ZipCare Protect Damage Standard Plan;
 - b. has breached the Service Contract terms, or has failed to act in good faith, openly, honestly and in a bona fide manner towards Tata Digital or the Repairs Assistance Service Provider.

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. Courts at Mumbai shall have exclusive jurisdiction to hear any disputes arising under or in connection with this Service Contract.

5.7 Dispute Resolution-Arbitration:

1. To expedite resolution and control the cost of any dispute, controversy, or claim related to this Service Contract, 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 initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.
2. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute will be finally and exclusively resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each Party shall nominate and appoint a competent arbitrator. The two nominee arbitrators shall jointly appoint the third arbitrator who shall be the chairman of the arbitration panel.

ZipCare Protect – Damage Standard

5.8 Limitation of Liability

1. In no event will we or our directors, employees, RASP 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 Protect Damage Standard Plan.
2. Tata Digital disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Tata Digital's total liability under the Service Contract shall not exceed the total Fee paid by the Customer towards purchase of ZipCare Protect Damage Standard Plan.

5.9 Indemnification:

You agree to defend, indemnify, and hold Tata Digital and its Repair 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 Protect Damage Standard 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 toward any of our employees, representatives or agents, in each case, with whom you connected for the purpose of ZipCare Protect Damage Standard 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.



A TATA Product



1800 570 0947



customersupport@zipcare.in