



A **TATA** Product

# Terms & Conditions

## Protect - Damage Advanced



# ZipCare Protect – Damage Advanced

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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 Damage Advanced plan to the Customers ('You') under the '**ZipCare Protect – Damage Advanced Plan**'. 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 ZipCare Protect – Damage Advanced Plan.
2. The ZipCare Protect – Damage Advanced Plan protects your device from Physical and Liquid Damage. Tata Digital in collaboration with IRL, will take care of your device by carrying out the repair works under ZipCare Protect – Damage Advanced Plan. All you need to do is purchase the ZipCare Protect – Damage Advanced Plan ('**Plan**') at the time of purchase of the Eligible Product.
3. Your coverage under the ZipCare Protect – Damage Advanced Plan begins when You purchase the Plan and the same is valid for a period of 12 months. The coverage provided by the Plan is in addition to the coverage provided by Manufacturer Guarantee/Warranty.
4. ZipCare Protect – Damage Advanced Plan covers the expenses relating to repairs and associated costs of the Covered Products, subject to these terms and conditions.
5. In order to subscribe to this ZipCare Protect – Damage Advanced Plan, You shall be required to pay a Plan fee to IRL at the time of purchase ("**Fees**").
6. You can purchase ZipCare Protect – Damage Advanced Plan from any of the following channels:
  - a. Croma Stores
  - b. Tata Neu App
  - c. Croma's website: [www.croma.com](http://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 ZipCare Protect – Damage Advanced Plan within 15 days from the date of payment of Fees.

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8. In case of any Physical and Liquid Damage to your product, you can raise a Service Request via any of the following modes:
  - a. Call Centre – **1800-570-0947**
  - b. Email-id - [customersupport@zipcare.in](mailto:customersupport@zipcare.in)
  - c. By visiting nearest Croma stores

## 1. Definitions:

1. **“ZipCare Protect – Damage Advanced Plan Cover”** means protection of Covered Products against Physical Damage and/or Liquid Damage.
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. **“Beyond Economic Repair (BER)”** means if the repair estimate amount is more than 75% of the Sum Assured (**“Total Loss”**) or if the Covered Product is not repairable due to any reason within the specified turnaround timelines (**“TAT”**), the Covered Product is considered as BER.
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. **“Commercial Usage”** means usage for the purpose of generating profit.
7. **“Covered Product”** means the Eligible Product covered under the ZipCare Protect – Damage Advanced Plan and as specified in the Word of Honour.
8. **“Cover Period”** means the period of 12 months from the date on which the ZipCare Protect – Damage Advanced Plan is purchased by You.

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9. **“Customer or You or Your”** means the person/entity who has purchased the ZipCare Protect – Damage Advanced Plan from Sales Channels and whose name appears on the invoice.
10. **“Eligible Product”** means the following product, eligible for coverage under ZipCare Protect – Damage Advanced Plan: Smart Phones, Tablets, Cameras, Laptops, Television.
11. **“Fair Market Value (FMV)”** means the depreciated value of the Covered Product as on date of the Service Request. The FMV shall be calculated as per the depreciation grid below:

Timeline (days from the date of purchase of the ZipCare Protect - Damage Advanced plan)	FMV
0-180 Days	90% of the Sum Assured
181-365 Days	75% of the Sum Assured

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 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.
15. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in the manufacture and production of the Covered Product.
16. **“Repair Assistance Service Provider (RASP)”** refers to an organisation or company or person that shall repair products covered under the ZipCare Protect – Damage Advanced Plan, manage Service Request and associated customer care services. For the purpose of Physical Damage and Liquid Damage Plans offered under ZipCare Protect – Damage Advanced Plan, IRL & its authorised service partners shall be the exclusive RASP and its Authorized partners.

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17. **“Replacement Value”** means the cost of replacement of the Covered Product or the value of the replacement model, whichever is lesser.
18. **“Service Request”** means a request raised by the Customer to repair the Covered Product.
19. **“Sum Assured”** means the total coverage amount under the ZipCare Protect – Damage Advanced Plan and shall be equal to the invoice value of the Covered Product. Invoice value means the price mentioned on the purchase invoice of the Covered Product excluding any payment card discount / bank discounts / or any other discounts.
20. **“We or Us or Our”** means the issuer of ZipCare Protect – Damage Advanced Plan i.e., Tata Digital.
21. **“Word of Honour”** means a certificate issued by RASP to a Customer to confirm his / her membership under the ZipCare Protect – Damage Advanced Plan.

## 2. Conditions of ZipCare Protect – Damage Advanced Plan Cover:

1. You must be 18 years of age at the time of purchase of the Plan.
2. ZipCare Protect – Damage Advanced Plan coverage for Eligible Products is available only in select cities in India, as determined by RASP.
3. ZipCare Protect – Damage Advanced Plan is applicable on Your address of purchase of the Covered Product, or in case of change in address, only if such address is serviceable (**“Service Address”**), as confirmed by RASP.
4. ZipCare Protect – Damage Advanced Plan is applicable to Eligible Products purchased as new. This Plan will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. ZipCare Protect – Damage Advanced 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 invoice of the Eligible Product.
6. ZipCare Protect – Damage Advanced Plan protects Covered Products against Physical Damage and / or Liquid Damage during the cover period.

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7. Tata Digital reserves the right to reject any Service Request under ZipCare Protect – Damage Advanced Plan cover if the Covered Product has been repaired by any unauthorised third party, prior to You raising a Service Request under the ZipCare Protect – Damage Advanced Plan.

## 3. Key Features:

### 3.1 What is covered under ZipCare Protect – Damage Advanced Plan?

1. ZipCare Protect – Damage Advanced Plan covers Physical Damage and Liquid Damage to the Covered Product.
2. ZipCare Protect – Damage Advanced Plan covers:
  - a. Cost of parts to be replaced during repair;
  - b. Cost of labour to do the repair job;
  - c. Cost of delivering the repair assistance service at home or cost of transporting the Covered Product for repairs
  - d. Remote inspection charges and remote services/ repairs.

### 3.2 What is not covered under ZipCare Protect – Damage Advanced Plan?

The specific exclusions as listed under section 3.8 ‘List of Exclusion’ below, shall not be covered under the ZipCare Protect – Damage Advanced Plan.

### 3.3 Replacement or Payment of FMV:

1. Replacement of Covered Product shall be carried out by RASP as per the terms and conditions of this Service Contract.
2. Replacement or Payment of FMV becomes applicable where a Covered Product is considered as Beyond Economic Repair upon the occurrence of either of the following conditions:
  - a. In case of Total Loss i.e. As on the date of the Service Request, the estimated cost of repair of the Covered Product is more than 75% of the Sum Assured; or
  - b. If the Covered Product cannot be repaired due to any reason within specific applicable TAT as set out in the table below.

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3. Where a Covered Device is considered Beyond Economic Repair, the RASP will either (a) replace the Covered Product with another product of the same or similar make and model, with equal features and functionality; or (b) provide You with a Croma Gift Card equal to the Fair Market Value (FMV) of the Covered Product, whichever is lesser.
4. On replacement of the Covered Product or issuance of Croma Gift Card, Your coverage under the ZipCare Protect – Damage Advanced Plan will terminate.
5. Where the value of Croma Gift Card is equal to more than INR 50,000/-, you will be required to submit a copy of your PAN Card with the RASP for KYC purposes.

## 3.4 Cancellation and Refund

1. You shall have the option to cancel the ZipCare Protect – Damage Advanced Plan within 15 (fifteen) days from the date of purchase of the Plan, subject to You not having reported any Service Request. You can cancel the ZipCare Protect – Damage Advanced Plan by visiting any Croma stores or Croma.com or by contacting Croma's customer care number **1800-570-0947** or email on **customersupport@zipcare.in**
2. The ZipCare Protect – Damage Advanced Plan will be automatically cancelled once the purchase order of the Covered Product is cancelled or returned by You.
3. Upon cancellation of the ZipCare Protect – Damage Advanced Plan within the aforementioned cancellation period, the amount will be refunded to You within 7 days.

## 3.5 Gift:

Transfer of ZipCare Protect – Damage Advanced 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.

## 3.6 Service Request

1. RASP shall be the point of contact for any Service Requests.
2. You can raise one Service Request during the Cover Period.

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3. Please read this Service Contract carefully to check whether the damage is covered under this ZipCare Protect – Damage Advanced Plan.
4. If you believe the damage is covered under this ZipCare Protect – Damage Advanced Plan, please call on **1800-570-0947** or email us at [customersupport@zipcare.in](mailto:customersupport@zipcare.in) or visit the nearest Croma store within 7 days of the occurrence of such damage and raise a Service Request.

## 3.7 Service Modes

1. At Home Repair: Our 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, and arrange for the repair and delivery of the repaired product back to your home.
2. Pick-up and Drop: We through our RASP will arrange for a pickup of the Covered Product from your home, and arrange for the repair and delivery of the repaired product back to your home.
3. Mail-In for select products (Mobile, Tablets, Cameras, Laptops and Television) for 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: The damaged product can be brought in to the nearest Croma store
5. Remote Assistance: We through our RASP will arrange for repair assistance for the Covered Product through remote channels i.e., Tele-calling/Video Call’.
6. The cost of courier/shipping (if Applicable) will be borne by Us except in cases where the Service Contract is considered void by virtue of the section “What is Not Covered”. In such cases, the cost of shipping will be borne by You.



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## 3.8 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 RASP 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 RASP.
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 OEM.
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.

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12.	Any loss or damage to accessories/ remote(s) used in connection with the Covered Product(s) that were not supplied at the time of purchase of the Covered Product(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 authorised by the OEM or the RASP 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 unauthorised 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.

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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 unauthorised 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.
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.

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## 4. General Terms and Conditions:

### 4.1 Customer Representation, Obligations and Covenants

1. You hereby represent that:
  - a. You have the legal capacity to accept and comply with these terms and conditions.
  - b. You are not under the age of 18 years.
  - c. The information and documents provided by you for the purpose of ZipCare Protect – Damage Advanced 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 ZipCare Protect – Damage Advanced 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, 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 ZipCare Protect – Damage Advanced Plan.
3. You hereby undertake to:
  - a. Strictly comply with the terms and conditions contained in this Service Contract.
  - b. Cooperate with Tata Digital's representatives/ RASP 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 ZipCare Protect – Damage Advanced 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 RASP full access to the Covered Product in order to effect necessary adjustments and repairs.

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## 4.2 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 ZipCare Protect – Damage Advanced 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 authorised third-party agents, RASP, Insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under ZipCare Protect – Damage Advanced Plan or as may be required under applicable law.
  - c. Consent to Tata Digital or its RASP recording phone calls between You and service provider on the helpline number set out in under Service Request section (3.6) 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 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 Tata Digital and/or its RASP, pertaining to information regarding our offers, product features and services.

## 4.3 Tata Digital's Service Assurance

1. In the event your Covered Product undergoes a damage (Accidental and/or Liquid), Tata Digital through its RASP will undertake to get your product repaired.
2. Subject to the other terms and conditions mentioned in this document, Tata Digital provides committed timelines for repairs of Covered Products. However, where the delay in repairs is due to:
  - a. Delay in you providing access to the Covered Product to us/our representatives/our RASP when we request you to provide such access for repairs; any delay in providing access to the Covered Product will extend the commitment by the delayed period.
  - b. Delay in you 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.
  - c. Delay in your response, beyond 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.
  - d. Delay in repairs is due to global events where supply of spare parts is impacted due to large-scale disruptions, committed TAT will not be applicable.

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## 4.4 Miscellaneous:

1. Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of ZipCare Protect – Damage Advanced Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of ZipCare Protect – Damage Advanced 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, RASP or others that are inconsistent with this agreement shall not be binding upon us.
3. This ZipCare Protect – Damage Advanced 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 Protect – Damage Advanced Plan, after the date such revised terms and conditions are uploaded.

## 4.5 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 Advanced 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 Advanced 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 RASP.

## 4.6 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.

## 4.7 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

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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.

## 4.8 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 Advanced 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 Advanced Plan.

## 4.9 Indemnification:

1. You agree to defend, indemnify, and hold Tata Digital and its RASP(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 Advanced 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 Advanced 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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1800 570 0947



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