



A **TATA** Product

# Terms & Conditions

## Protect - Damage Advanced for Apple



# ZipCare Protect - Damage Advanced

## ZipCare Protect Damage Advanced

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 ZipCare Protect – Damage Advanced Plan (“**ZPDA Plan**”) 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 ZPDA Plan.
2. The ZPDA Plan covers Accidental Damage & Liquid Damage to the Eligible Product for which the plan is purchased. Under ZPDA Plan the Customer shall bear a fixed charge of INR 2000/- at the time of Service Request (defined below).
3. Tata Digital in collaboration with IRL, will take care of your Eligible Product by carrying out the repair works under ZPDA Plan. All you need to do is purchase the ZPDA Plan from IRL at the time of purchase of the Eligible Product.
4. ZPDA Plan shall commence along with the original warranty/guarantee provided by the manufacturer.
5. In order to subscribe to this ZPDA Plan, You shall be required to pay a ZPDA Plan fees to IRL at the time of purchase (“**Fees**”).
6. You can purchase ZPDA Plan from any of the following channels:
  - a. Tata Neu
  - b. Croma Stores
  - 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 ZPDA Plan within 15 days from the date of payment of Fees.
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](mailto:customersupport@zipcare.in)
  - c. By visiting nearest Croma stores

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## 1. Definitions:

1. **“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 ZPDA 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.
2. **“Accidental Damage”** means any sudden, unintentional and unexpected damage to a Covered Product caused by an external means other than liquid that results in the Covered Product not being able to function in its intended manner of Normal Use.
3. **“Beyond Economic Repair (BER)”** or **“Total Loss”** At the time-of-Service Request, if the repair estimate amount is more than 75% of the Sum Assured or if the device is not repairable due to any reason.
4. **“Breakdown”** means Accidental Damage and/or Liquid Damage to the Covered Product, that cause it to not function in its intended manner.
5. **“Commercial usage”** means usage for the purpose of generating profit.
6. **“Co-Pay”** means a fixed value of INR 2000/- payable by a Customer at the time-of-Service request.
7. **“Customer or You or Your”** means the person/entity who has purchased the ZPDA Plan from Sales Channels and whose name appears on invoice.
8. **“Cover Period”** means a period of 1 year from the date on which ZPDA Plan purchased by the Customer.
9. **“Covered Product”** means the Eligible Product covered under the ZPDA Plan and as specified in the Word of Honour.
10. **“Eligible Product”** means any of the following products: Apple Smartphones (iPhone), Apple Tablets (iPad), Apple Laptops (Macbook) and Apple Desktops (iMac).

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11. **“Fair Market Value (FMV)”** FMV is defined as 75% of the Sum Assured between 0-180 days from ZPDA Plan purchase date; and 50% of Sum Assured between 181-365 days from ZPDA Plan purchase date. FMV will include all costs incurred to deliver the service i.e., cost of labour and cost of pick and drop. The FMV shall be calculated as per the depreciation grid below:

Timeline (days from the date of purchase of the ZPDA plan)	FMV
0-180	75% of the Sum Assured
181-365	50% of the Sum Assured

12. **“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.
13. **“Manufacturer Warranty/Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
14. **“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.
15. **“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.
16. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.
17. **“Repair Assistance Service Provider (RASP)”** refers to an organization, or company or person that shall repair products covered under the ZPDA Plan, manage Service Request and associated customer care services. For the purpose of ZPDA Plans offered under ZipCare Program, IRL shall be the exclusive RASP.
18. **“Replacement Value”** means the cost of replacement of the Covered Product or FMV, whichever is lesser.

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19. **“Service Request”** means request raised by Customer to repair the Covered Product.
20. **“Sum Assured”** means the total coverage amount under the ZPDA 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.
21. **“We or Us or Our”** means the issuer of ZPDA Program i.e. Tata Digital.
22. **“Word of Honour”** means a certificate issued by RASP to a Customer to confirm his/her membership under the ZPDA Program.
23. **“ZPDA Plan Cover”** means protection of Covered Products against Accidental Damage and/or Liquid Damage where customer will bear a fixed charge of INR 2000/-at the time of Service Request.

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

1. You must be 18 years of age at the time of purchase of ZPDA Plan.
2. ZPDA Plan is available for Eligible Products and is available only in select cities in India as determined by Repair Assistance Service Provider (RASP).
3. ZPDA 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 RASP.
4. ZPDA Plan is applicable to Eligible Products purchased as new. ZPDA Plan will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. ZPDA 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. ZPDA Plan covers Breakdowns for the duration of the Cover Period.

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

## 3. Term of ZipCare Protect Damage Advanced Plan;

1. The tenure of ZPDA Plan is 12 Months starting from Device Invoice date.
2. In the unfortunate event of any accidental damage or liquid damage to the Covered Product you will be allowed to raise one 1 Service Request during the plan tenure
3. At the time of repair, if the repair estimate amount (cost of parts, labour & transportation) is less than 75% of the Device Invoice Value; then RASP will put in all efforts to repair the device to make it functional as per the Service Request and deliver it back to You

## 4. Key features:

### 4.1 What is covered under ZipCare Protect Damage Advanced ZPDA Plan?

1. ZPDA Plan covers all Accidental Damage & Liquid Damages to the Covered Product. ZPDA Plan is a Co-Pay service i.e. the customer shall bear a fixed cost of INR 2000/- at the time-of-Service Request.
2. ZPDA Plan covers the following components of a Covered Product:
  - a. Cost of parts.
  - b. Cost of labour.
  - c. Cost of delivering the service at home or cost of transporting the Covered Product for repairs subject to a maximum amount INR 500 (excluding GST) or actual cost, whichever is lesser;
3. You can make only one Service Request during the Cover Period.

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## 4.2 What is not covered under ZipCare Protect Damage Advance Plan?

1. The exclusions as listed under the section 4.8 ‘List of Exclusion’ below shall not be covered under the ZPDA Plan.

## 4.3 Replacement or Payment of FMV (whichever is lesser): Applicable under ZipCare Protect Damage Advance

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.
2. A Covered Product becomes eligible for replacement or payment of FMV if under Service Request, the Covered Product is deemed as BER. i.e. as on the date of the Service Request, if the estimated cost of repair of the Covered Product is more than 75% of the Sum Assured or if the device is not repairable due to any reason.
3. Where a Covered Product is considered BER, the RASP will either:
  - a. Replace the Covered Product with another product of same or similar make and model, with equal features and functionality; or
  - b. provide the Customer with a Croma Gift Card equal to the Fair market value (FMV) of the Covered Product whichever is lesser
4. On replacement or issuance of Croma Gift Card, the ZPDA Plan will terminate. Device will become the property of RASP.

## 4.4 Cancellation & Refund

1. You shall have the option to cancel the ZPDA 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 ZPDA Plan Cover. You can cancel the ZPDA 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 ZPDA Plan will automatically be cancelled once the purchase order of the Covered Product is cancelled or returned by You within 15 days from the purchase of ZPDA Plan.
3. Upon cancellation of the ZPDA Plan within the afore mentioned cancellation period of 15 days, the total Fee paid by You towards the ZPDA Plan will be refunded to You.

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## 4.5 Gift

1. Transfer of ZPDA 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 Service Request.
2. You can raise one successful service request during the Cover Period.
3. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
4. Please read this Service Contract carefully to check whether the damage is covered under this ZPDA Plan.
5. If you believe the damage is covered under this ZPDA Plan, please call on 1800 570 0947 or email at [customersupport@zipcare.in](mailto:customersupport@zipcare.in) or by visiting [www.croma.com](http://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: 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.



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## 4.8 List Of Exclusions:

Sr. No.	Exclusions
1.	Consumable plastic parts, accessories, software issues, data loss etc. 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, stylus, software (including programs, data and user settings), modem, scanner, printer, earphones, adapter, keyboard, mouse or charger are not covered.
2.	Theft or burglary.
3.	Unauthorized repairs during manufacturing warranty.
4.	Claims out of coverage period or covered by Manufacturer Warranty are excluded, mechanical or electrical breakdown or failure of the product unless caused by an accidental or liquid damage.
5.	Damage caused by unauthorized modification, alteration, adjustment, repair, service or installation by unauthorized personnel.
6.	Loss or damage or replacement of any accessory or consumable item including but not limited to batteries, bulbs, plugs, cables, ribbons, belts, tapes, fuses, filters, toner or software.
7.	Defect due to normal wear and tear.
8.	Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modifications.
9.	Damage resulting from power outage, power surges or drips, fluctuating voltage, inadequate or improper voltage or current as well as mechanical or electrical breakdown caused by overloading, strain, overrunning, freezing, excessive pressure, short-circuiting, heating and damage to the product caused by it undergoing any heating process or any process involving the application of heat or fire.
10.	Battery blast and burns, damage/failure caused before or during transportation or improper storage including cost of transporting the product to and/or from the place of repair and damage due to battery bulging or battery leakage or low battery backup or charging issues or heating issues is not covered.

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11.	Service of product on which the manufacturer's label or logo, rating label or serial number have been defaced or removed or have been modified is not covered.
12.	No cover for consequential losses/ legal liability of any kind.
13.	Loss or damage arising out of any external cause, including but not limited to fire, theft, explosion, Act of God perils, riots/strike/malicious damage, act of terrorism, corrosion, rust, animal/insect damage, entry of foreign bodies etc.
14.	Loss or damage due to misplacement, misuse, reckless, abusive, wilful or intentional conduct associated with handling and use of the Covered Product
15.	Loss or damage for which the manufacturer of the product is responsible under a guarantee and/or warranty/conditions.
16.	Inconsequential aspects such as noises, vibrations, warpage, oil seepage and sensations that do not lead to dismal performance of the product.
17.	Loss or damage caused by or arising out of the wilful acts or gross negligence of the customer and/or customer's family and/or customer's employees. Failure of parts which are subject to recall by manufacturer of the product.
18.	The cost of repairing, restoring or reconfiguring computer software.
19.	Loss or damage due to corrosion, rust, blockages or dust
20.	Loss or damage due to use of non-genuine parts, and/or non-genuine oils.
21.	Ionising, radiation, or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
22.	War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.
23.	Any loss or damage that arises when the ZPDA Cover is not in force due to any reason whatsoever.
24.	Any claim falling beyond the Cover Period.

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25.	Loss or damage arising out of modification or alteration of any nature made in the electrical circuitry and/or physical/structural construction of the Product.
26.	Where repair work is carried out by persons/agency that are not authorized by the manufacturer
27.	Loss or damage to accessories used in connection with the Covered Product that were not supplied at the time of purchase of the product by the customer.
28.	Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the product.
29.	Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the product.
30.	The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
31.	Cosmetic damage to the Covered Product including but not limited to scratches, dents, damages to paint work and broken plastic on ports, provided the said damages do not affect normal functionality of the Covered Product.

## 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 ZPDA 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 ZPDA Plan.

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2. You hereby understand and acknowledge that:
  - a. If you receive a benefit under 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 ZPDA Plan.
  
3. You hereby undertake to:
  - a. Strictly comply with the terms & conditions contained in this Service Contract.
  - b. To pay the co-pay amount of INR 2000/- to the RASP to initiate the service request. Any delay in payment of co-pay will delay the service accordingly.
  - c. 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.
  - d. 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.
  - e. Correctly select the right ZPDA Plan for your product based on condition, price, and purchase location.
  - f. Report and raise the service request with our RASP, within 7 calendar days of its occurrence of Breakdown, beyond which such request may be liable to be rejected.
  - g. Provide Repair Assistance Service Provider full access to the Covered Product in order to effect necessary adjustments and repairs.

## 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 ZPDA 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 ZPDA Plan or as may be required under applicable law.

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- 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 Advanceds, (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

In the event your Covered Product undergoes a Breakdown,damage (Accidental and/or Liquid), 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 ZPDA Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of ZPDA Plan i.e. Tata Digital Private Limited and Customer relating to the subject matter hereof. Any additional services (such as the maintenance services) offered or made available by resellers, distributors, customer service providers, RASP, or others, shall not be binding upon us. Tata Digital neither endorses nor makes any warranties, guarantees, or assumes responsibility, whether express or implied, in connection with the merchantability or fitness of these additional services and you hereby undertake to not hold Tata Digital liable for any loss/harm incurred by you on account of you availing such additional services from the resellers, distributors, customer service providers, RASP or other such third parties.
3. This ZPDA Plan is offered and valid only in the Republic of India. This ZPDA 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 & 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 ZPDA Plan, after the date such revised terms and conditions are posted.

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## 5.5 Termination:

1. Any condition, act or omission of the Customer that voids the Manufacturer Warranty/Guarantee shall also result in termination of ZPDA 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 ZPDA 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 (“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 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. The seat and venue of the arbitration shall be at Mumbai and the proceedings shall be conducted in English language.

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## 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 ZPDA 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 ZPDA 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 ZPDA 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 ZPDA 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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