



A **TATA** Product

Terms & Conditions ZipCare Maintain AMC Plans



ZipCare Maintain AMC Plans

1. The plans (“**ZipCare Maintain AMC**”) are offered and operated by Infiniti Retail Ltd (“IRL or Croma”). The following terms and conditions, constitute a legally binding agreement between the Customer (“**You**”) and IRL (“**Service Contract**”). It also includes the services provided by IRL under ZipCare Maintain AMC.
2. In order to subscribe to this plan, You shall be required to pay a fee for the plan.
3. This plan is available for purchase on:
 - a. Croma Stores
 - b. Croma’s website: www.croma.com
 - c. Service Centre (together “**Sales Channels**”)
4. This plan can be purchased for:
 - a. Out of warranty products i.e. for products that do not have OEM warranty active on the product
5. Upon payment of Fees, You agree to be bound by this Service Contract. If You do not agree with the terms of this Service Contract, You have the right to cancel the 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 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 Croma, at its discretion to the Customers. Such services are in addition to the cover under the Plan and shall not form a part of the Plan.
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 Plan.
4. “**Basic Function Check**” means inspection of the basic functionality of components of the Covered Product.

5. **“Breakdown”** means the mechanical, electronic, and/or electrical defects and/or failure of a Covered Product, that cause it to not function in its intended manner is not covered.
6. **“Breakdown Support”** means if the eligible product is not working/functional and repair is required, Croma will provide repair assistance which covers only labour charges.
7. **“Commercial Use”** means usage of the plan for purpose of generating profit and in a commercial environment.
8. **“Consumables”** means components required for the upkeep of the Covered Product which needs to be replenished from time to time as maintained in the table.
9. **“Customer or You or Your”** means the person/entity who has purchased the Plan from Sales Channels and whose name appears on the invoice.
10. **“Cover Period”** means the period between the Cover start date and the Cover end date.
11. **“Covered Product”** means the Eligible Product covered under the ZipCare Maintain AMC plan.
12. **“Deep Clean”** means complete cleaning process that removes dirt, gunk, grime and/or unpleasant odour of the Covered Product.
13. **“Eligible Product”** means Washing Machine, Refrigerator, Dishwasher & Chimney for which the plan has been purchased. The above list will be subject to change without prior notice. Additions and deletions from the list will be solely at IRL’s discretion.
14. **“Manufacturer Warranty/ Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
15. **“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.
16. **“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.
17. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in the manufacture and production of the Covered Product.

18. **“Service Request”** means a request raised by You to avail maintenance service for the Covered Product.
19. **“We or Us or Our”** means the issuer of ZipCare Maintain AMC Service plan i.e., IRL or Croma.

ZipCare Maintain AMC

2. CONDITIONS OF ZIPCARE MAINTAIN AMC

1. ZipCare Maintain AMC is available for Eligible Products and is available only in select cities in India
2. This 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 can be purchased for all Eligible Products where OEM/Manufacturer’s warranty has expired.
4. This plan covers maintenance for a tenure of 1 year from the date of purchase of the plan.

3. KEY FEATURES:

3.1 What is covered under ZipCare Maintain AMC plan?

1. ZipCare Maintain AMC plan for eligible products covers the cost of labour for following:
 - a. Basic Function Check
 - b. Deep Cleaning
 - c. Cost of Gas Charging – One time (only for refrigerator)
 - d. Breakdown Support
2. Please refer below table for applicable coverage as per product category

Eligible Covered Product	Refrigerator	Washing Machine	Dishwasher	Chimney
Plan Name	ZipCare Maintain AMC Refrigerator 1 Yr	ZipCare Maintain AMC Washing M 1 Yr	ZipCare Maintain AMC Dishwasher 1 Yr	ZipCare Maintain AMC Chimney 1 Yr
Tenure	1 year	1 year	1 year	1 year
No. of PMS Services covered	2	2	2	2
Basic Function Check	Temperature, Light, Gasket, Filter	Panel, Water flow, Drainage, Water TDS level	Panel, Temperature, Sprayer arms, Filter, Gasket	Filters, Pressure
Deep Cleaning	<ul style="list-style-type: none"> • Complete internal cleaning of the unit • Cleaning of coils, gasket & filter • Cleaning waste water & ice formations • Cleaning of premises post service • Gas Charging - Once (if required) 	<ul style="list-style-type: none"> • Complete internal cleaning of the unit • Cleaning of lint filter, detergent holder & gasket • Cleaning of drain pipe • Removal of scales (Descaling) using descaling agent • Cleaning of premises post service 	<ul style="list-style-type: none"> • Complete internal cleaning of the unit • Cleaning of all sprayer arms, float switch, valve screen, filter, Gasket • Inspection and cleaning of drainage area • Descaling - removal of scales and salt deposits using descaling agent • Cleaning of premises post service 	<ul style="list-style-type: none"> • Cleaning of outer body and panel for any deposit • Deep cleaning of inner surface for food deposits, grease etc • Cleaning filter (Baffle/mesh filter) • Cleaning of premises post service
Breakdown Support	Covered(only labour charges. Cost of spare parts to be paid by customer)			

3.2 What is not covered under the ZipCare Maintain AMC?

1. This Plan is not applicable for products under Manufacturer warranty
2. This Plan does not cover any consumables or Spare parts and charges for the same are not covered in this plan.
3. Where the Covered Product is used for Commercial Use or is in the name of a company, such products will not be covered.
4. If the eligible product is not working/functional and repair is required, Croma will provide breakdown support which covers only labour charges. Customer shall have to bear the necessary charges including cost of spares and cost for transportation (If any) to get the Product in absolute working condition.

3.3 List of Exclusions

1. The Plan for eligible products is only a maintenance plan that offers Basic check, deep cleaning services and breakdown support for eligible products as per table above.
2. While servicing the Covered Product, if it is identified that Product is not working/functional and repair is required, Croma will provide breakdown support which covers only labour charges. Customer shall have to bear the necessary charges including cost of spares and cost for transportation (If any) to get the Product in absolute working condition.

3.4 Cancellation & Refund

1. You shall have the option to cancel the Plan within 30 (Thirty) days from the date of purchase of the same, subject to You not having availed any Service under the ZipCare Maintain AMC plan cover. You can cancel the Plan by visiting Croma.com or by contacting our customer care number 1800-570-0947.
2. Upon cancellation of the plan within the aforementioned cancellation period, the total Fee paid by You towards the plan will be refunded to You.

3.5 Service Request

1. You can raise a service request for the eligible product for which the plan has been purchased during the coverage period, post 48 hours from the date of purchase of the plan.
2. Please read this Service Contract carefully to check what is covered under this plan.
3. To raise a service request, please call us at 1800-570-0947 or email us at customersupport@zipcare.in.

4. GENERAL TERMS AND CONDITIONS:

4.1 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 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 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 The 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.

- c. Correctly select the right Plan for Your eligible product based on condition 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.

4.2 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 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 The 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.

4.3 Miscellaneous:

1. Any marketing brochures, banners, or material is meant purely for educating You about the features and terms of the Plan and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between the issuer of the Plan i.e. IRL and You relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers Assistance Service Providers, or others that are inconsistent with this Service Contract shall not be binding upon Us.
3. This 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 Plan, after the date such revised terms and conditions are posted.

4.4 Termination:

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

4.5 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.

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.

4.7 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 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 You towards purchase of the plan.

4.8 Indemnification

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

1. Any wrongful act or omission attributable to You in relation to the usage of the Plan;
 2. Any wilful misconduct, gross negligence, or fraud committed by You;
 3. Breach of this Service Contract;
 4. Any breach of your representations, obligations, and covenants set forth in this Service Contract;
 5. Your violation of the rights of a third party, including but not limited to intellectual property rights; or any overt harmful act towards any of our employees, representatives or agents, in each case, with who You connected for the purpose of ZipCare Maintain AMC.
- 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.

ZipCare Maintain AMC - Serviceable Cities

Agra	Bhilai	Dhanbad
Ahmedabad	Bhopal	Eluru
Ahmednagar	Bhubaneshwar	Erode
Akola	Bhuj	Faridabad
Amravati	Bilaspur	Firozpur
Amreli	Bulandshahr	Gandhidham
Anand	Chandigarh	Gandhinagar
Ankleshwar	Chandrapur	Ghaziabad
Asansol	Chennai	Goa
Aurangabad	Chhindwara	Gorakhpur
Ballari	Chikhli	Guna
Bangalore	Coimbatore	Guntur
Baramati	Cuttack	Gurugram
Bardoli	Dabolim	Gwalior
Baruch	Dahod	Haridwar
Bathinda	Damoh	Hassan
Belagavi	Davanagere	Hoshiarpur
Bharuch	Dehradun	Hosur
Bhavnagar	Dewas	Howrah

Hubli	Korba	Mumbai
Hyderabad	Kota	Mysore
Indore	Kottakal	Nadiad
Jabalpur	Kottayam	Nagpur
Jaipur	Kozhikode	Nanded
Jalandhar	Kurnool	Narmadapuram
Jalna	Latur	Nashik
Jalpaiguri	Lucknow	Navi Mumbai
Jamnagar	Ludhiana	Navsari
Jamshedpur	Madanapalle	New Delhi
Jaunpur	Mahbubnagar	Noida
Junagadh	Malerkotla	Ongole
Kalyan	Mandya	Palakkad
Kanpur	Mangalore	Palanpur
Karimnagar	Mehsana	Panchkula
Khammam	Miraj	Panipat
Khandwa	Moga	Pathankot
Kochi	Mohali	Patiala
Kolhapur	Morbi	Patna
Kolkata	Muktsar	Perinthalmanna

Porbandar	Sodepur	Vijayawada
Porvorim	Solapur	Visakhapatnam
Pune	Sonipat	Warangal
Raipur	Sriganganagar	Yamunanagar
Rajahmundry	Sunam	Zirakhpur
Rajkot	Surat	
Rajnandgaon	Surendranagar	
Ratlam	Tarn Taran	
Ratnagiri	Thane	
Rewa	Thrissur	
Sagar	Tirupati	
Saharanpur	Tumkur	
Salem	Udaipur	
Sanand	Udupi	
Sangrur	Ujjain	
Satna	Vadodara	
Secunderabad	Valsad	
Sehore	Vapi	
Shivamogga	Vellore	
Siliguri	Vijayapura	



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