



A **TATA** Product

Terms & Conditions for Protect Advanced (Non-Croma)



ZipCare - Protect Advanced

1. ZipCare program is owned and operated by Infiniti Retail Limited (“IRL” or “Croma”). IRL is offering an Extended Warranty plan to the Customers (“You”) under the “ZipCare Protect Advanced Program”. The following terms and conditions along with the Word of Honour, constitute a legally binding agreement between the You and IRL (“Service Contract”) and govern the services provided under ZipCare Protect Advanced Program.
2. The ZipCare Protect Advanced Program is simply an extension of the Manufacturer Warranty/Guarantee and replicates the terms of Manufacturer Warranty/Guarantee against Covered Breakdowns.
3. IRL, will take care of your products by carrying out the repair works of your Products under ZipCare Protect Advanced Program. All you need to do is purchase the ZipCare Protect Advanced Program from IRL within 335 Days from the date of purchase of the Eligible Product post successfully activating the plan as per point 4.6.
4. ZipCare Protect Advanced Program covers the expenses relating to repairs & associated costs of the Covered Products, subject to these terms and conditions.
5. ZipCare Protect Advanced Program shall commence post expiry of the original warranty/guarantee provided by the manufacturer.
6. In order to subscribe to this ZipCare Protect Advanced Program, you shall be required to pay a ZipCare Protect Advanced Program fees to IRL at the time of purchase (“Fees”).
7. You can purchase ZipCare Protect Advanced Program from any of the following channels:
 - a. Tata Neu
 - b. Croma Stores
 - c. Croma’s website: www.croma.com
(together “Sales Channels”)
8. 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 Advanced Program within 30 days from the date of payment of Fees
9. 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. **“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 ZipCare Protect Advanced Program, 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. **“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.
3. **“Word of Honour”** means a certificate issued by IRL to a Customer to confirm his/her membership under the ZipCare Protect Advanced Program.
4. **“Commercial Usage”** means usage for the purpose of generating profit.
5. **“Customer or You or Your”** means the person/entity who has purchased the ZipCare Protect Advanced Program from Sales Channels and whose name appears on invoice.
6. **“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.
7. **“Cover Period”** means period between the Cover start date and the Cover end date as specified in the Word of Honour.
8. **“Covered Product”** means the Eligible Product covered under the ZipCare Protect Advanced Program and as specified in the Word of Honour.
9. **“Eligible Product”** means any of the following products: Smart Phones, Desktops, Tablets, Microwaves, OTG, Chimney, Hobs, Air Purifier, Water Purifiers, Dishwashers, Dryer, Home Theatre & Soundbars, Digital Cameras, Camcorders, DSLR Cameras, Keyboards, Printers, Laptops, Televisions, Air Conditioners, Refrigerators and Washing Machines. The above list is only indicative and will be subject to change without prior notice. Additions to and deletions from the list will be solely at IRL discretion.

10. **“ZipCare Protect Advanced Program Cover”** means an extension of Manufacturer’s Warranty/ Guarantee terms by a continuous period of 1 year, as applicable, starting from the date of expiry of Manufacturer’s Warranty/ Guarantee as per the plan opted by you.
11. **“Manufacturer Warranty/Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
12. **“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.
13. **“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.
14. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.
15. **“Repair Assistance Service Provider (RASP)”** refers to an organization, or company or person that shall repair products covered under the ZipCare Protect Advanced Program, manage Service Request and associated customer care services.
16. **“Replacement Value”** means the cost of replacement of the Covered Product or the value of replacement model, whichever is lesser.
17. **“Service Request”** means request raised by Customer to repair the Covered Product.
18. **“Sum Assured”** means the total coverage amount under the ZipCare Protect Advanced Program and shall always 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.
19. **“We or Us or Our”** means the issuer of ZipCare Protect Advanced Program i.e. IRL.

2. CONDITIONS OF ZIPCARE PROTECT ADVANCED PROGRAM COVER:

1. You must be of 18 years of age at the time of purchase of ZipCare Protect Advanced Program.
2. ZipCare Protect Advanced Program is available for Eligible Products and is available only in select cities in India as determined by Repair Assistance Service Provider.
3. ZipCare Protect Advanced Program 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.
4. ZipCare Protect Advanced Program is applicable to Eligible Products purchased as new. ZipCare Protect Advanced Program will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. ZipCare Protect Advanced Program 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. ZipCare Protect Advanced Program replicates the terms of the Manufacturer Warranty/Guarantee against Covered Breakdowns for the duration of the program opted by Customer. Breakdowns and/or parts not covered under the Manufacturer Warranty/Guarantee, will not be covered under ZipCare Protect Advanced Program.
7. ZipCare Protect Advanced Program is only applicable for Eligible Products and IRL reserves the right to reject any Service Request under ZipCare Protect Advanced Program cover if the Covered Product has been repaired by any unauthorised third party, prior to You purchasing the ZipCare Protect Advanced Program or raising any Service Request under the ZipCare Protect Advanced Program.

3. TERM OF ZIPCARE PROTECT ADVANCED PROGRAM:

1. The sum total of Manufacturer Warranty/Guarantee cover, and the ZipCare Protect Advanced Program shall always be less than or equal to 5 years.

4. Key Features:

4.1 What is covered under ZipCare Protect Advanced Program?

1. ZipCare Protect Advanced Program covers Breakdowns of the Covered Product, to the extent such Breakdown is covered under the Manufacturer's Warranty.
2. ZipCare Protect Advanced Program covers the following components of a Covered Breakdown:
 - a. Cost of parts
 - b. Cost of labour
 - c. Cost of delivering the service at home or cost of transporting the product for repairs.
3. Damage due to power surge is covered.
4. Where the Covered Product is used for Commercial Use or is in the name of a company, such products will be covered provided that the Commercial Use does not void the Manufacturer's Warranty.
5. Gas refilling for Air Conditioners & Refrigerators is covered, once a year, only in case of admissible Service Request. Standalone request for gas refill will not be covered.
6. Concealed battery is covered, provided the same is covered under Manufacturer Warranty/Guarantee, for Smartphone, Laptops and Tablets only. Concealed battery is covered only in cases of admissible Service Request under ZipCare Protect Advanced Program. Standalone request for servicing of concealed battery, battery performance and degradation are not covered.

4.2 What is not covered under ZipCare Protect Advanced Program?

The 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 ZipCare Protect Advanced Program.

4.3 Replacement

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

2. A Covered Product is not eligible for replacement, where the Replacement Value is higher than the balance Sum Assured (Sum Assured minus the total cost of repairs incurred under previous Service Requests).
3. A Covered Product becomes eligible for replacement upon occurrence of either of the following conditions:
 - a. If under any Service Request, the estimated cost of repair is more than 70% of the balance Sum Assured.
 - b. If under a Service Request, the Covered Product cannot be repaired within specific turnaround timelines ('TAT'). Applicable TAT for Television is 28 calendar days. For all other Eligible Products, the applicable TAT is 14 calendar days.
4. Where a Covered Device is eligible for replacement, RASP will replace the product with another product of same or similar make and model, with equal features and functionality.
5. Where it is not possible to replace a Covered Device, IRL at its sole discretion may authorise RASP to provide You with a Croma Gift Card equal to the balance Sum Assured value.
6. On replacement or issuance of Croma Gift Card, the ZipCare Protect Advanced Program will terminate.

4.4 Cancellation & Refund

1. You shall have the option to cancel the ZipCare Protect Advanced Program within 30 (Thirty) days from the date of purchase of the same, subject to You not having availed any Service or reported any Service Request under the ZipCare Protect Advanced Program cover. You can cancel the ZipCare Protect Advanced Program by visiting any Croma store or Croma.com or by contacting Croma's customer care.
2. Upon cancellation of the ZipCare Protect Advanced Program within the aforementioned cancellation period, the total Fee paid by You towards the ZipCare Protect Advanced Program will be refunded to You.

4.5 Gift:

Transfer of ZipCare Protect Advanced Program 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 Process for plan activation

- Select the correct category, brand & price of the product.
- Purchase the plan.
- Post purchase communication will be shared via email, sms or whatsapp along with a link to activate the plan.
- You are required to activate the plan by capturing the relevant details of the device for activation – Device purchase date, manufacturer warranty term, invoice value, make and model, GST Invoice copy.

Failing to follow any of the above process will result in the plans being inactive will not be able to proceed with service request

The device and the plan must be linked within 15 days from the date of purchase of the plan. If the linking doesn't happen in the specified period, the plan will be cancelled, and the plan amount will be refunded

4.7 Service Request

1. IRL shall be the point of contact for any Service Requests.
You will be asked to share the invoice copy of the product purchased at the point of claim. You can raise multiple service requests during the ZipCare Protect Advanced Program cover. Provided that maximum liability of all Service Requests put together is limited to the Sum Assured.
2. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
3. Please read this Service Contract carefully to check whether the Breakdown is covered under this ZipCare Protect Advanced Program.
4. If you believe the Breakdown is covered under this ZipCare Protect Advanced Program, please call on [186026627662](tel:186026627662) / [04046517910](tel:04046517910) or email at customersupport@croma.com or by visiting www.croma.com or contacting nearest Croma store within 7 days of the occurrence of such Covered Breakdown and raise a Service Request.

4.8 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, 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. Remote Assistance: We through our RASP will arrange for repair assistance for the Covered Product through remote channels i.e. Tele-calling/Video Call.

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 section “What is Not Covered”. In such cases, the cost of shipping will be borne by You.

4.9 List Of Exclusions

Sr. No.	Exclusions
1.	Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
2.	Accessories used in or with the Eligible Product or Prototypes unless specifically mentioned as covered. Loss or damage to the Eligible Product due to use of accessories that were not supplied at the time of purchase of the Eligible Product is not covered.
3.	Replacement of any consumable item or accessory unless specifically mentioned as covered. These include, but are not limited to: plugs, fuses, batteries, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software, and add-on options incorporated in an Eligible Product for which the Service Contract was purchased
4.	Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling unless specifically mentioned as covered.
5.	Cost of removal or re-installation of the Eligible Product unless specifically mentioned as covered.
6.	Problems or defects not covered under the original Manufacturer’s Warranty/Guarantee.
7.	Batteries, internal or external to the Eligible Product unless specifically mentioned as covered.
8.	Destruction, loss of functionalities or breakdowns caused by computer virus or cyber attack.

9.	Recalls or modifications to the Eligible Product.
10.	Costs arising as a result of failure to follow the manufacturer's instructions.
11.	Costs arising from incorrect installation, modification or maintenance.
12.	Costs if no fault is found with the Eligible Product.
13.	Costs arising from being unable to use the Eligible Product or from damage which results from the Breakdown of the Eligible Product.
14.	Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection.
15.	Failure due to damage from external causes including third party actions, fire, theft, insects, animals, exposure to weather conditions, extreme temperature, windstorm, sand, dirt, hail, earthquake, flood, water, acts of god or consequential loss of any nature, unless specifically mentioned as covered.
16.	Any claims series shall not be covered by this Policy. A claims series event is defined as several equal or similar claims due to the same cause, including but not limited to the same fault, negligent act, error or omission in design or supervision.
17.	Eligible 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.
18.	Non-operating and cosmetic damage to the Eligible Product, such as damage to paintwork, Eligible Product finish, dents or scratches.
19.	Normal wear and tear of items not integral to the functioning of the Eligible Product.
20.	Damage caused by unauthorized repair, including abuse, misuse, sand, dust, negligence, corrosion, battery leakage, animal or insect infestation or intrusion.
21.	Reception or transmission problems resulting from external causes.
22.	Damage/failure caused before or during Eligible Product delivery unless specifically mentioned as covered.
23.	The cost of repairing, restoring or reconfiguring computer software.
24.	IRL will not be responsible for any consequential or incidental damages arising from the use or loss of use of the Eligible Product.

25.	Loss or damage to Eligible Product due to moisture where there is no physical ingress of water and loss.
26.	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.
27.	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.
28.	Loss or damage caused by pollution or contamination.
29.	Any circumstance, fact or matter of which the Customer was or ought reasonably to have been aware prior to the commencement of the ZipCare Protect Advanced Program is not covered.
30.	Apple brand products are excluded.

5. GENERAL TERMS & CONDITIONS:

5.1 Customer Representation, Obligations & 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 ZipCare Protect Advanced Program is true, accurate, current, complete, and not misleading.
 - d. You will maintain the accuracy of such information and promptly notify = IRL of any change.
 - e. You will comply with the applicable law, as may be relevant for the purposes of this ZipCare Protect Advanced Program.

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, IRL 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 IRL may engage third parties for the fulfilment of the services under ZipCare Protect Advanced Program.

3. You hereby undertake to:
 - a. Strictly comply with the terms & conditions contained in this Service Contract.
 - b. Cooperate with IRL'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 ZipCare Protect Advanced Program for your product based on condition, price and purchase location.
 - d. Report and raise the service request with us, within 7 calendar days of its occurrence beyond which such request may be liable to be rejected.
 - e. Provide 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.
2. By choosing to avail the services offered under ZipCare Protect Advanced Program, 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 authorized third-party agents, Repair Assistance Service Providers, Insurer (if any), affiliates, suppliers, vendors for the purpose of providing You the requisite services under ZipCare Protect Advanced Program or as may be required under applicable law.
 - c. consent to IRL 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 IRL and/or its Repair Assistance Service Partners, pertaining to information regarding our offers, product features & services.

5.3 IRL's Service Assurance

1. In the event your Covered Product undergoes a Covered Breakdown, IRL through its RASP will undertake to get your product repaired.
2. Every time your Covered Product breaks down, IRL through its RASP will get it repaired as per the terms herein and automatically restore your product's ZipCare Protect Advanced Program protection cover for the remaining period of your ZipCare Protect Advanced Program term and for an amount equivalent to the balance Sum Assured.

3. Subject to the other terms and conditions mentioned in this document, IRL 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 Repair Assistance Service Providers 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.

5.4 Miscellaneous

1. Any marketing brochures, banners or material are meant purely for educating customers about the features and terms of ZipCare Protect Advanced Program and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of ZipCare Protect Advanced Program i.e. IRL 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 ZipCare Protect Advanced Program is offered and valid only in the Republic of India. This ZipCare Protect Advanced Program 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 ZipCare Protect Advanced Program, 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 Advanced Program.
2. IRL will terminate the Service Contract if the Customer at any time:
 - a. Is in violation of applicable law as may be relevant to the use of ZipCare Protect Advanced Program;
 - b. Has breached the Service Contract terms, or has failed to act in good faith, openly, honestly and in a bona fide manner towards IRL 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

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 referring to the court of law. Such informal negotiations commence upon written notice from one Party to the other Party.

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 Advanced Program.
2. IRL disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement. IRL’s total liability under the Service Contract shall not exceed the total Fee paid by the Customer towards purchase of ZipCare Protect Advanced Program.

5.9 Indemnification:

1. You agree to defend, indemnify, and hold IRL 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 Advanced Program;
 - b. Any willful 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 Advanced Program. 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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