



A **TATA** Product

Terms & Conditions One-Time Cracked Screen Protection Plan for Smartphones.



ZipCare One-Time Cracked Screen Protection Plan for Smartphones

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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 a ZipCare one-time cracked screen protection plan to the Customers (“You”/“Your”) under the “ZipCare Program” (“ZipCare One-Time Cracked Screen Protection 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 One-Time Cracked Screen Protection Plan.
2. ZipCare One-Time Cracked Screen Protection Plan consists of One-Time Cracked Screen Protection.
3. ZipCare One-Time Cracked Screen Protection Plan Terms & Conditions comprises of the following:
 - a. Section A: General Terms and Conditions
 - b. Section B: One-time Cracked Screen Protection Specific Terms and Conditions
1. You can purchase the ZipCare One-Time Cracked Screen Protection Plan from any of the following channels:
 - a. Tata Neu application or www.tataneu.com
 - b. Croma’s mobile application and/or website: www.croma.com
 - c. Croma’s store (together “Sales Channels”)

SECTION A – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

1. “Act of God” means 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 One-Time Cracked Screen Protection 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 only to the screen of Covered Product caused by an external means other than liquid that results in the screen of the Covered Product not being able to function in its intended manner of Normal Use.

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3. **“Beyond Economic Repair (BER)”/“Total Loss”** means that at the time-of Service Request, if the Covered Product is not repairable due to any reason.
4. **“Commercial Usage”** means usage for the purpose of generating profit.
5. **“Customer” or “You” or Your”** means the person who has purchased the ZipCare One-Time Cracked Screen Protection Plan from Sales Channels and whose name appears on invoice.
6. **“Cover Period”/“Policy Period”** means period between the cover start date and the cover end date as specified in the Word of Honour. ZipCare One-Time Cracked Screen Protection Plan cover starts from the date of purchase of the ZipCare One-Time Cracked Screen Protection Plan for a period of one (1) year.
7. **“Covered Product”** means the Eligible Product covered under ZipCare One-Time Cracked Screen Protection Plan and as specified in the Word of Honour.
8. **“Eligible Product”** refers to Smartphones.
9. **“Fair Market Value (FMV)”** FMV is defined as 40% (forty percent) of the Covered Product value between 0-365 (zero to three hundred sixty five) days of the Covered Product from the invoice date or Screen Cost, whichever is lesser.
10. **“Manufacturer’s Warranty/Guarantee”** means the original warranty given by the respective manufacturer in respect of an Eligible Product.
11. **“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.
12. **“Normal Use”** means use of the Eligible Product in accordance with the manufacturers guidelines for Covered Product usage including but not limited to regular maintenance & upkeep of the Covered Product.
13. **“One-Time Cracked Screen Protection”** means any damage to the Covered Product’s screen due to an Accidental Damage.
14. **“Original Equipment Manufacturer (OEM)”** means the original manufacturer involved in manufacture and production of the Covered Product.

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15. **“Repair Assistance Service Provider (RASP)”** refers to an organization or company or person that shall repair products covered under the One-Time Cracked Screen Protection, manage Service Request and associated customer care services. For the purpose of ZipCare One-Time Cracked Screen Protection Plan, IRL shall be the exclusive RASP.
16. **“Screen Cost”** means the cost/expense related to the display or screen of a Covered Product, as specified by the OEM from time to time.
17. **“Service Request”** means request raised by Customer to repair the Covered Product.
18. **“Sum Assured for One-time Cracked Screen Protection”** means the total coverage amount under the One-Time Cracked Screen Protection shall be 40% (forty percent) of 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 One-Time Cracked Screen Protection Plan i.e. Tata Digital.
20. **“Word of Honour”** means a certificate issued by RASP to a Customer to confirm his/her membership under the ZipCare One-Time Cracked Screen Protection Plan.

2. TERM AND PURCHASE OF ZIPCARE ONE-TIME CRACKED SCREEN PROTECTION PLAN

1. The tenure of ZipCare One-Time Cracked Screen Protection Plan is 1 (one) year starting from the date of purchase of the ZipCare One-Time Screen Protection Plan.

ZipCare One-Time Cracked Screen Protection Plan should be purchased on or before 7th (seventh) calendar day from the device’s invoice date. The next calendar day after the device invoice date will be shall be considered as day 1 (one) for the above calculation.
2. You understand that ZipCare One-Time Cracked Screen Protection Plan provides coverage for One-Time Cracked Screen Protection, understand and agree that the Fees for ZipCare One-Time Cracked Screen Protection Plan applies solely to the One-Time Cracked Screen Protection coverage.

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3. CANCELLATION & REFUND

1. You shall have the option to cancel ZipCare One-Time Cracked Screen Protection 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 ZipCare One-Time Cracked Screen Protection Plan. You can cancel ZipCare One-Time Cracked Screen Protection 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. ZipCare One-Time Cracked Screen Protection Plan will be automatically cancelled once the purchase order of the Covered Product is cancelled or returned by You within 15 (fifteen) days from the purchase of ZipCare One-Time Cracked Screen Protection Plan.
3. Upon cancellation of ZipCare One-Time Cracked Screen Protection Plan within the aforementioned cancellation period, the total Fees paid by You towards the ZipCare One-Time Cracked Screen Protection Plan will be refunded to You.

4. CUSTOMER REPRESENTATION, OBLIGATIONS & COVENANTS

1. You hereby represent that:
 - a. You have the legal capacity to enter into this Service Contract and You agree to comply with these terms & conditions;
 - b. You are not under the age of 18 (eighteen) years;
 - c. The information and documents provided by You for the purpose of purchasing ZipCare One-Time Cracked Screen Protection 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; and
 - e. You will comply with the applicable law, as may be relevant for the purposes of this ZipCare One-Time Cracked Screen Protection Plan.
2. You hereby understand and acknowledge that:
 - a. If You receive a benefit under a Service Request, as contemplated under these terms & conditions and it is later discovered that the Service Request was dishonest, fraudulent or false, Tata Digital shall have the right to and will take steps to recover the costs associated with the Service Request from You;
 - b. It shall be Your responsibility to properly maintain, store and use the Covered Product according to the instructions provided by OEM and take all reasonable steps as may be prescribed by the OEM;
 - c. It shall be Your responsibility to un-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; and

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- d. RASP on behalf of Tata Digital may engage third parties for the fulfilment of the services under ZipCare One-Time Cracked Screen Protection Plan.
3. You hereby undertake to:
 - a. Strictly comply with the terms & conditions contained in this Service Contract;
 - b. Cooperate with Tata Digital's representatives/Repair Assistance Service Providers and provide a copy of the complete set of requisite documents, as may be required from time to time, including at the time-of-Service Request. If the serial/IMEI number of the Covered Product has changed due to repairs or replacement by the manufacturer/retailer, please provide RASP with a copy of the swap letter that clearly mentions the current and old serial/IMEI number of the Covered Product;
 - c. Report and raise the Service Request with our RASP, within 7 (seven) calendar days of its occurrence beyond which such request may be liable to be rejected; and
 - d. Provide Repair Assistance Service Provider full access to the Covered Product in order to effect necessary adjustments and repairs.

5. 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 One-Time Cracked Screen Protection 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 ZipCare One-Time Cracked Screen Protection Plan or as may be required under applicable law;
 - c. Consent to Tata Digital or its Repair Assistance Service Partners to record phone calls between You and RASP on the helpline number set out in under Service Request 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 RASP, if required, (ii) to monitor quality standards, (iii) training purposes and (iv) meet legal and regulatory requirements;
 - d. Consent to receiving periodic communications from Tata Digital and/or its Repair Assistance Service Partners, pertaining to information regarding our offers, product features & services;

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6. TATA DIGITAL'S SERVICE ASSURANCE

1. In the event Your Covered Product's screen is damaged as per the terms of this Service Contract, Tata Digital through its RASP will undertake to get Your Covered Product repaired.

7. MISCELLANEOUS

1. Any marketing brochures, banners or material are meant purely for educating Customers about the features and terms of ZipCare One-Time Cracked Screen Protection and they have no commercial value.
2. This Service Contract is the complete and exclusive agreement between issuer of ZipCare One-Time Cracked Screen Protection Plan i.e. Tata Digital Private Limited and Customer relating to the subject matter hereof. Any statements or representations made by resellers, distributors, customer service providers, Repair Assistance Service Providers or others that are inconsistent with this Service Contract shall not be binding upon us.
3. This ZipCare One-Time Cracked Screen Protection Plan is offered and valid only in the Republic of India. This ZipCare One-Time Cracked Screen Protection 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 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. We will alert you about any changes by updating the "Last updated" date of the Service Contract as available on RASP website i.e. [ZipCare Terms and Conditions | Croma](#). 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 ZipCare One-Time Cracked Screen Protection Plan, after the date such revised terms and conditions are posted.

8. TERMINATION

1. Any condition, act or omission of the Customer that voids the Manufacturer Warranty/Guarantee shall also result in termination of ZipCare One-Time Cracked Screen Protection Plan.

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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 One-Time Cracked Screen Protection 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.

9. GOVERNING LAW

1. 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.

10. DISPUTE RESOLUTION

1. To expedite resolution and control the cost of any dispute, controversy or claim related to this Service Contract, brought by either You or us (individually, a **“Party”** and collectively, the **“Parties”**), the Parties agree to first attempt to negotiate any dispute informally for at least 90 (ninety) days before referring the dispute to the court of law.

11. 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 One-Time Cracked Screen Protection 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 Fees paid by the Customer towards purchase of ZipCare One-Time Cracked Screen Protection Plan.

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12. INDEMNIFICATION

1. You hereby 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:
 - (i) Any wrongful act or omission attributable to you in relation to the usage of the ZipCare One-Time Cracked Screen Protection Plan;
 - (ii) Any wilful misconduct, gross negligence or fraud committed by you;
 - (iii) Breach of this Service Contract;
 - (iv) Any breach of your representations, obligations and covenants set forth in this Service Contract;
 - (v) 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 One-Time Cracked Screen Protection 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.

SECTION B – ZIPCARE ONE-TIME CRACKED SCREEN PROTECTION PLAN SPECIFIC TERMS AND CONDITIONS

1. Tata Digital in collaboration with IRL, will take care of Your Covered Product by carrying out the repair works under ZipCare One-Time Cracked Screen Protection Plan. All You need to do is purchase ZipCare One-Time Cracked Screen Protection Plan from IRL on or before 7th (seventh) calendar day from the device's invoice date. The next calendar day after the device invoice date will be shall be considered as day 1 (one) for the above calculation.
2. ZipCare One-Time Cracked Screen Protection Plan shall commence from the date of purchase of the same and shall end upon expiry of the Cover Period of ZipCare One-Time Cracked Screen Protection Plan.
3. In order to subscribe to ZipCare One-time Cracked Screen Protection Plan, You shall be required to pay a ZipCare One-Time Cracked Screen Protection Plan fees to IRL at the time of purchase ("**Fees**").

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4. Upon payment of the Fees, You agree to be bound by the terms of the Service Contract. If you do not agree with the terms of the Service Contract, You have the right to cancel ZipCare One-Time Cracked Screen Protection Plan.
5. In case of cracked screen of Your Covered 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. CONDITIONS OF ONE-TIME CRACKED SCREEN PROTECTION

1. You must be 18 (eighteen) years of age at the time of purchase of ZipCare One-Time Cracked Screen Protection Plan.
2. One-time Cracked Screen Protection coverage is available for Eligible Products and is available only in select cities in India as determined by the Repair Assistance Service Provider.
3. One-time Cracked Screen Protection coverage 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. One-time Cracked Screen Protection coverage is applicable to Eligible Products purchased as new. One-time Cracked Screen Protection will not cover any products purchased as ‘second hand’ or ‘refurbished’.
5. One-time Cracked Screen Protection coverage can be purchased for all Eligible Products that carry a minimum Manufacturer Warranty/Guarantee of 12 (twelve) months. Manufacturer’s Warranty must begin on the date of purchase of the Eligible Product.
6. One-Time Cracked Screen Protection covers one-time Accidental Damage to the screen of the Eligible Product only for the duration of the Cover Period. Any breakdowns and liquid damages will not be covered under One-Time Cracked Screen Protection
7. Tata Digital reserves the right to reject any Service Request under One-Time Cracked Screen Protection if the Covered Product has been repaired by any unauthorised third party, prior to You purchasing ZipCare One-Time Cracked Screen Protection Plan or raising any Service Request under the ZipCare One-Time Cracked Screen Protection Plan.

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2. KEY FEATURES

2.1 What is covered under the One time Cracked Screen Protection?

1. One-time Cracked Screen Protection covers one time Accidental Damage to the screen of the Covered Product..
2. One-time Cracked Screen Protection covers the following components of a Covered Product:
 - a. Cost of the screen to be replaced during repair.
 - b. Cost of labour to do the repair job.
 - c. Cost of transporting the product for repairs.
3. You can make only one claim under One-Time Cracked Screen Protection during the Cover Period of ZipCare One-Time Cracked Screen Protection Plan.

2.2 What is not covered under the One-time Cracked Screen Protection?

1. The specific exclusions as listed under the Section 5 'List of Exclusions' below shall not be covered under the ZipCare One-Time Cracked Screen Protection Plan.
2. Any kind of liquid damage to the screen of the Covered Product shall not be covered.
3. Accidental and/or liquid damage to any other parts of the Covered Product except the Accidental Damage to the screen are not covered.

2.3 Payment of FMV: Applicable under the One-time Cracked Screen Protection

1. 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 payment of FMV if, under any Service Request, the Covered Product is deemed as BER.
3. Where a Covered Product is considered BER, the RASP will provide the Customer with a Croma gift card up to value of the FMV subject to deduction of cost of inspection and cost of transportation incurred by RASP and communicated to the Customer.
4. On issuance of Croma Gift Card, ZipCare One-Time Cracked Screen Protection Plan will terminate.

3. SERVICE REQUEST

1. RASP shall be the point of contact for any Service Requests.

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2. You can raise one successful Service Request for One-time Cracked Screen Protection under ZipCare One-Time Cracked Screen Protection Plan during the Cover Period.
3. The maximum liability of the Service Request is limited upto the Sum Assured for One-time Cracked Screen Protection.
4. If your Covered Product is not functioning normally, please check the settings on Your Covered Product and ensure they are configured correctly.
5. Please read this Service Contract carefully to check whether the damage is covered under this ZipCare One-Time Cracked Screen Protection Plan.
6. If you believe the Accidental Damage is covered under ZipCare One-Time Cracked Screen Protection Plan, please call on 1800 570 0947 or email at customersupport@zipcare.in or visit www.croma.com or contact nearest Croma store within 7 (seven) days of the occurrence of such damage for raising a Service Request.

4. SERVICE MODES

1. 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.
2. Mail-In for Covered Products: 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.
3. Carry-In services: You can bring the Covered Product for repairs at nearest Croma Store.

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5. 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.	Liquid damage to screen
3.	Theft or burglary
4.	Unauthorized repairs during manufacturing warranty
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, acts 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 wilful 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.	Use of batteries, charger and/or accessories not approved by the manufacturer, incorrect electrical leads or connection
21.	Loss or damage due to use of non-genuine parts
22.	Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
23.	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

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24.	Any loss or damage that arises when the One-time Cracked Screen Protection Plan is not in force due to any reason whatsoever
25.	Any claim falling beyond the Cover Period
26.	Loss or damage arising out of modification or alteration of any nature made in the electrical circuitry and/or physical/structural construction of the Covered Product
27.	Where repair work is carried out by persons/agency that are not authorized by the OEM/manufacturer
28.	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
29.	Apple brand products are excluded
30.	Loss or damage due to or consequent upon wear and tear and/or gradual deterioration of the product
31.	Loss or damage arising out of improper or abnormal electrical/gas/water supply or signal connection to the Covered Product
32.	The cost of repairing, restoring or reconfiguring smartphones software.
33.	The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
34.	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
35.	Costs if no fault is found with the Eligible Product
36.	Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty
37.	Any damage of parts other than screen will not be covered under the One-time Cracked Screen Protection Plan
38.	No preventive maintenance service (PMS) coverage would be provided
39.	Where Covered Product is used for Commercial Usage/commercial purposes



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customersupport@zipcare.in