

Terms & Conditions

General Definitions:

Domestic Electrical / Electronic Products – Includes **Products** such as Cameras, Color Televisions, Washing Machines, Refrigerators, Music Systems, Air Conditioners, Microwave Ovens or any other **Products** that may be included from time to time.

Product / Products - The **Products** should be for domestic & personal use only and not be used for commercial, rental or profit generation purposes excluding computing products for small office / home office use.

Official Channels – Manufacturer, Manufacturers subsidiary company, Authorised Dealer / Distributor appointed by the Manufacturer or its subsidiary located within India.

Normal Operating Condition – Ability of the **Product** to perform its specified function subject to the acceptable level of change in performance due to ageing or climatic conditions. The acceptable level of change for this purpose will be as per the respective manufacturers' specifications.

Normal Use – Use of the **Product** in accordance with the manufacturers guidelines for Product usage including but not limited to regular maintenance & upkeep of the Product, usage of specified protection devices such as voltage stabilizer.

Breakdown – means the mechanical and/or electrical defects and/or failure of a Product that cause it to not function in its intended manner

Covered Breakdown - **Breakdown** covered by the Manufacturer's Warranty / Guarantee during the **Manufacturer's Warranty / Guarantee period**. The **Covered Breakdown** will vary for each **Product** in accordance with the **Manufacturer's Warranty / Guarantee** for the said **Product**.

Carry-in basis – The **Product** has to be carried / transported to the designated repair centre by You at Your cost.

In home basis - The repair technician will visit the premises where the **Product** has been installed to provide the repair service.

Call out charges – Charge payable to arrange for the repair technician to visit the premises where the Product has been installed.

Manufacturer's Warranty / Guarantee - The original warranty / guarantee given by the respective Manufacturer in respect of a Product.

Manufacturer's Warranty / Guarantee Period - The uninterrupted period of the **Manufacturer's Warranty / Guarantee** cover as stated on the original official **Manufacturer's Warranty / Guarantee** certificate or publication.

We, Us, Our, Retailer - Pittappillil Agencies with an office located at Cattle Market Road, Perumbavoor, Ernakulam Kerala, Pin - 683 542

You, Your - The Service Contract holder.

This Service Contract is a contract between **You**, the Service Contract holder and **Us**, Retailer (hereinafter called the “**Company**”). This service contract booklet, the information provided by You and the Service Contract Certificate form the contract between **You** and **Us**.

In consideration of the service contract fee paid by **You**, We will provide the cost of repair for the **Covered Breakdown** of **Your Domestic Electrical / Electronic Product** as mentioned in the certificate, during the period of Service Contract, subject to the terms, conditions, exceptions and limitations contained herein or endorsed hereupon in future.

Service Contract Benefits:

Mechanical and electrical breakdown to the extent provided by the manufacturer’s warranty for **Domestic Electrical / Electronic** Products manufactured in India or is legally imported in India & sold through **Official Channels** supported by an invoice & **Manufacturer’s Warranty / Guarantee**. The Extended Warranty cover commences on expiration of the **Manufacturer’s Warranty / Guarantee** period and is for a period mentioned in the “Service Contract Details“ section of the Service Contract Certificate. Any **Product** failure arising before the commencement of the Service Contract period i.e. during the **Manufacturer’s Warranty / Guarantee** period or after the expiration of the Service Contract period will not be covered by this service contract

Products Covered:

This Service Contract covers specific models of **Domestic Electrical / Electronic Products** such as Cameras, Color Televisions, Washing Machines, Refrigerators, Music Systems, Air Conditioners, Microwave Ovens and any other **Product** that we include from time to time. For the complete and updated list of **Products** & models covered please call the **Company** at the phone numbers mentioned on the Service Contract Certificate.

What We Cover:

Company will organize for repair to **Normal Operating Condition**, or replace at our discretion a covered electrical / electronic Product, after it has suffered a **Covered Breakdown** during **Normal Use**. This Service Contract covers the cost of Parts and Labour for all **Products on a carry-in basis** and **Call out charges** for **in-home** service (where applicable) on certain non-portable **Products**. **You** will be advised which coverage is provided when **You** report the failure / claim. Original supplied remote controls, if covered and shown in the certificate, are covered as above on a **Carry – in basis** only.

If a repair will cost more than the purchase price of a replacement, we have the right to replace the product with a new equivalent model with similar specification, not to exceed the original purchase price you paid for the product. Should a replacement model not be available, You will be given a monetary refund not exceeding the original purchase price of the insured **Product**. This decision is at our sole discretion. In the event of **Product** replacement or monetary refund this coverage under the Service Contract Certificate will prematurely terminate with no refund of fee & the **Product** becomes our property.

Food damage loss that results from a mechanical, electronics or electrical component failure of a refrigerator or freezer up Rs.1,500 also covered.

We are not responsible for any consequential or incidental damages arising from the use or loss of use of the Product. Your statutory rights are unaffected.

This contract is valid only in India on **Products** which are purchased and repaired within India.

Conditions of Cover:

This Service Contract may only be purchased within 30 days of delivery of a covered Product and is only valid if:

1. The Product is manufactured in India or is legally imported in India & sold through Official Channels supported by an invoice & Manufacturer's Warranty / Guarantee.
2. The Product is purchased new from the manufacturers' authorised dealer / distributor and is supported by Manufacturer's Warranty / Guarantee of not less than 12 months and not exceeding 3 years.
3. The Product is for domestic and personal use only. Cover is not valid on Products intended for commercial, rental or profit generation purposes excluding computing products for small office / home office use.
4. The Product is used in accordance with the manufacturer's guidelines for Product usage including but not limited to regular maintenance & upkeep of the Product.
5. Manufacturer's Warranty / Guarantee remains valid throughout its validity period.

What is Not Covered:

1. Costs implicitly or explicitly covered by any manufacturers, suppliers or repairers guarantee or warranty.
2. Non-operating and cosmetic damage to the Product, such as damage to paint work, Product finish, dents or scratches.
3. Accessories used in or with the Product unless covered under a separate extended warranty service contract (for example, computer software, modem, scanner, printer and charger).
4. Replacement of any consumable item or accessory. 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 a Product for which the Service Contract was purchased.
5. Normal wear and tear of items not integral to the functioning of the Product.
6. Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and de-scaling.
7. Damage caused by unauthorized repair, theft, burglary and accident including earthquake, storm and /or hurricane, abuse, misuse, sand, dust, water, negligence, fire,

flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of god, animal or insect infestation or intrusion.

8. Damage resulting from power outage, power surges or dips, fluctuating voltage, inadequate or improper voltage or current.
9. Cost of removal or re-installation of the Product.
10. Reception or transmission problems resulting from external causes.
11. Problems or defects not covered under the original Manufacturers Warranty/ Guarantee.
12. Batteries, internal or external to the Product.
13. Breakdowns caused by computer virus or realignments to Products.
14. Recalls or modifications to the Product.
15. Failure to follow the manufacturer's instructions.
16. Costs arising from incorrect installation, modification or maintenance.
17. Costs if no fault is found with the Product.
18. Costs arising from being unable to use the Product or from damage which results from the Breakdown of the Product.
19. Commercial usage except product used in rental property, as identified in the Service Contract Certificate.
20. Damage/failure caused before or during Product delivery.
21. Use of batteries, charger and / or accessories not approved by the manufacturer, incorrect electrical leads or connection.
22. The cost of repairing, restoring or reconfiguring computer software.
23. We are not responsible for any consequential or incidental damages arising from the use or loss of use of the Product. Your & the Customers statutory rights are unaffected.

How to Claim:

If your covered Product does not work:

- a. Check the Product user manual / handbook to make sure the controls are properly set and check the fuse in the plug;
- b. Check You are covered under the terms and conditions of the contract;
- c. Contact Us at the telephone number for Your city within 7 days of the occurrence of the Product failure and we will make the appropriate arrangements to resolve the problem. If the Product is portable You may be asked to take it to the nearest repair centre.
- d. We will need to see this document to proceed with the repair. Please note that no claim will be entertained in the absence of the ORIGINAL Service Contract Certificate.

Important Conditions related to Claims:

- a. All repairs must be made by our authorised repair agents.
- b. This contract will be cancelled in the event of Your fraud, attempted fraud, or non-disclosure of any changes that affect this contract and no refund of Service Contract fee will be due to You.
- c. You must comply with the claims procedure set out in the “How to Claim” section above. We will not organise any repairs or make any payment, under this Service Contract if You fail to comply.
- d. If at the time of any failure / damage to the covered Product, the Product is covered in part or full by any insurance either by the proposer or any other person, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss, failure or damage.

Cancellation:

You may cancel this contract within 15 days of purchase of service contract. After expiry of 15 days no cancellation and refund will be permitted.

To cancel **Your** service contract, simply return this certificate along with a notice of cancellation to the company from whom **You** purchased this Service Contract.

We may cancel the contract at any time by giving **You** 15 day’s notice in writing to **Your** last known address. **You** will be eligible for a pro-rata refund of the fee You paid.

In the event of theft, fraud, sale or return of the **Product** to **Us**, we will cancel this Service Contract with no refund.

Limitation of Liability

Per Repair - Our liability for any one repair shall in no event exceed the lower of either the original purchase price paid for the applicable Product or the retail price of the model of a similar specification and like functionality, at the time of said repair.

Aggregate - The total of all benefits paid or payable during the Service Contract Certificate period towards any particular Product holding a Service Contract Certificate covered under this Service Contract shall not exceed the lower of the original purchase price paid for the applicable Product or the retail price of the model of a similar specification and like functionality.