

## Terms and Conditions for ICICI Bank HPCL Super Saver Credit Card

Last updated on September 11, 2024

These Terms and Conditions (the 'Terms') apply to and regulate the 'ICICI Bank HPCL Super Saver Credit Card' (the 'Credit Card') and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank (the 'Primary Terms and Conditions'), as available at [www.icicibank.com](http://www.icicibank.com) and the application form signed and submitted by the Primary Cardholder and Add-on Cardholder(s) (collectively, 'Application Form'). The Cardholder(s) hereby give consent that to the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms shall prevail. Terms used in the capitalised form, however not defined hereinunder, shall have the meaning ascribed to them under the Primary Terms and Conditions.

### Definitions

In the Terms, unless there is anything repugnant to the subject or context thereof, the following words/expressions shall have the meaning as stated hereinunder:

- a) 'Add-on Cardholder(s)' shall mean the family member(s) of the Primary Cardholder who become(s) a Cardholder(s) by virtue of their relationship with the Primary Cardholder.
- b) 'Anniversary Year' means the period of twelve months from the date of issue of a Credit Card and each twelve-month period thereafter.
- c) 'Annual Fee' is the cost that is automatically charged to your account for use of the Credit Card during the relevant Anniversary Year.
- d) 'Cardholder(s)' shall mean collectively, Primary Cardholder and Add-on Cardholder.
- e) 'HPCL' shall mean Hindustan Petroleum Corporation Limited, an Indian public sector oil and gas company.
- f) 'Primary Cardholder' is the person in whose name the Credit Card account has been opened and to whom the Credit Card has been issued.
- g) 'Statement' means monthly statement/s of account sent by ICICI Bank to the Cardholder(s) setting out the financial liabilities on that date, of such Cardholder(s) to ICICI Bank in respect of their Credit Card account.
- h) 'Service Provider' shall refer to the third-party service provider with whom ICICI Bank has entered into contractual arrangements, enabling such service provider to provide roadside assistance services to the Primary Cardholder(s).
- i) 'Standard Terms' shall include these Terms and the Primary Terms and Conditions.

### Benefits and Features:

The Cardholder(s) shall be entitled to avail the following benefits:

- I. Joining benefit on the Credit Card:
  - a. The Cardholder(s) shall receive a joining benefit (as particularly mentioned below) on the payment of the joining fee within <2> statement cycles, provided that they have carried out transactions of INR 5,000 and above, within 45 days of issuance of the Credit Card.
  - b. Eligible Credit Cards (those fulfilling the above-mentioned criteria) shall receive 2000 ICICI Bank Reward Points, after <2> statement cycles.
  - c. Reward Points as the joining benefit: For clarification, the points shall be credited to the relevant Credit Card account, only if the Cardholder(s) have met both the conditions mentioned above.
  - d. Only Primary Cardholder(s) are eligible for this benefit.
  - e. Spends on both Primary and Add-on/Supplementary Credit Cards shall be considered while calculating total spends for the purpose of providing the joining benefit.

- f. The joining benefit of 2000 ICICI Bank Reward Points will be applicable only on cards that are charged a joining fee.
- II. Annual fee waiver
- a. Primary Cardholder(s) are eligible for an Annual Fee waiver from the 2<sup>nd</sup> Anniversary Year onwards if the total spends on the Credit Card are equal to or more than INR 150,000 during the previous Anniversary Year. In such a case, the Annual Fee applicable on the Credit Card for the subsequent year shall be reversed.
  - b. If the total spends amount on the Credit Card are less than INR 150,000 during an Anniversary Year, the Annual Fee applicable on the Credit Card for the subsequent year shall not be reversed.
  - c. Spends through Equated Monthly Instalment (EMI) transactions on the Credit Card shall not be included in the total spends calculation.
- III. Offers on fuel spends
- a. The Cardholder(s) are entitled to 4% cashback on fuel purchases, where such cashback shall be capped at INR 200 per month.
  - b. No minimum amount threshold is required to qualify for this cashback benefit.
  - c. Spends on fuel at HPCL fuel pumps and on the HP Pay mobile-based application using the Credit Card qualify for the benefit of cashback and surcharge waiver. The Credit Card used at any bank's POS machine shall be considered while calculating the total spends. However, the benefit is applicable to spends at HPCL fuel pumps only.
  - d. Transactions using ICICI Bank HPCL Super Saver Credit Card at HPCL outlets shall qualify for a surcharge waiver.
  - e. The minimum amount threshold for surcharge waiver is INR 400 and the maximum amount is INR 4000.
  - f. Savings of 1% on fuel surcharge shall be over and above the 4% cashback benefit.
  - g. Transactions below INR 400 and above INR 4000 will not get the benefit of a surcharge waiver.
  - h. An additional 1.5% cashback, in the form of 6 loyalty points shall be provided in the HP Pay App wallet on every Rs 100 spent using the HP Pay app on all fuel purchases at HPCL retail outlets.
  - i. The transactions eligible for cashback in the statement cycle shall be tracked on the basis of the posting date of the transaction(s). The transaction(s) which are done 2 days before the statement generation, will receive cashback in the subsequent statement cycle.
  - j. Spends on both the Primary and the Add-on Credit Card shall be considered while calculating total spends on the Credit Card.
- IV. Offers on utilities and department store transactions
- a. The Cardholder(s) are entitled to a 5% cashback benefit as ICICI Bank Reward Points on utility (groceries, telecom, government, tax) and departmental stores, subject to the cap specified hereunder.
  - b. There is no minimum amount threshold required to qualify for the benefit. Under this benefit, the Cardholder(s) earn Accelerated Reward Points for every INR 100 spent on the above-mentioned categories. For example, the Cardholder(s) shall earn 20 points for every INR 100 spent.
  - c. The ICICI Bank Reward benefit shall be capped at 400 ICICI Bank Reward Points per statement cycle.
  - d. Spends on both the Primary and Add-on Credit Cards shall be considered while calculating total spends on the Credit Card.

- e. The spend categories (MCC codes) mentioned above by networks shall be deemed to be final.
- f. Accelerated Reward Points shall only be applicable to the above-mentioned categories.
- g. ICICI Bank Reward Points earned for every qualifying retail spend transaction shall be rounded off to the nearest integer at the time of posting

V. ICICI Bank Reward Points earned on spends other than Utility and Departmental Store purchases:

- 2 ICICI Bank Reward Points on every INR 100 spent on all other retail purchases (except fuel, utility and departmental store purchases):

☐ Category	☐ Earn rate per INR 100
☐ Domestic transactions	☐ 2 ICICI Bank Reward Points
☐ International transactions	☐ 2 ICICI Bank Reward Points

- Cardholder(s) shall qualify to earn ICICI Bank Reward Points upon fulfilling the qualifying retail spends transactions criteria, prescribed by ICICI Bank from time to time.
- ICICI Bank Reward Points earned for every qualifying retail spend transaction shall be rounded off to the nearest integer at the time of posting.
- Cardholder(s) shall however not be entitled to earn ICICI Bank Reward Points on retail transactions that have been subsequently reversed.
- The following spends shall not be considered as qualifying spends for the purpose of earning ICICI Bank Reward Points:
  - Cash advance(s) including but not limited to such other transactions which may be considered as cash advance(s) at the sole discretion of ICICI Bank.
  - Fuel transactions using the Credit Card.
  - Service charge or interest levied for non-payment or part payment of the amount due on the Credit Card.
  - Late payment charges and any other fees/charges in relation to and/or connected with the Credit Card.
  - Joining fee and renewal fee for the Primary/Add-on Credit Cards, if any.
  - Expenditure in the form of EMI transactions, Balance Transfer (BT) or Personal Loan on Credit Cards (PLCC).
- ICICI Bank Reward Points earned on the Credit Card shall be added to the Primary Cardholder's ICICI Bank Reward account within 45 business days of statement generation, as per the existing cycle, provided that the Cardholder's account is not delinquent or cancelled at the time of such credit.
- Reward Points earned on qualifying retail spends transactions undertaken by the Supplementary Cardholder(s) shall also be credited to the Primary Cardholder's ICICI Bank Reward account as per the method followed for the Primary Cardholder (ICICI Bank Reward Points earned against qualifying spends transactions).

E: Personal Accident Cover (Only valid on RuPay variants):

The Cardholder is entitled to Personal Accident Cover of up to INR <2> lakh.

Claim intimation should be sent within 90 days from the date of the accident to

[general.claims@tataaig.com](mailto:general.claims@tataaig.com) & [rupay@tataaig.com](mailto:rupay@tataaig.com)

For further details and the claim process, please refer to the link mentioned below:

F: 24x7 Concierge Service (only valid on RuPay variants):

24x7 Concierge Service: For gift and flower delivery, restaurant referrals, car and limousine rentals, courier services, golf reservations, movie ticket sourcing assistance, IT Return filling and investment consultations, lost passport, luggage services and agreement for hospital admission, please call <1800-26-78729>.

For further details, please refer to the link mentioned below:

[https://www.rupay.co.in/PDF/rupay/Concierge\\_Services\\_credit\\_TC.pdf](https://www.rupay.co.in/PDF/rupay/Concierge_Services_credit_TC.pdf)

G. Automobile associated privileges

24x7 roadside assistance

- Assistance over the phone: In the event of the Primary Cardholder(s) calling for support related to any vehicle problem, the Service Provider shall understand the basic problem prior to offering solutions. Support for some minor and/or recurring issues can be provided over the phone and the Service Provider shall try to resolve and guide the Primary Cardholder(s) for phone resolution. A 24x7 toll-free support service shall also be provided by the Service Provider, along with roadside assistance services round the clock including public holidays.
- 'On-site' repair of the vehicle: If a vehicle is immobilised due to a mechanical breakdown, only those that can be repaired on-site within 30 minutes, during the process of which there will not be disassembly or demolition of parts, a technician or Service Provider shall be dispatched. In case rectification of the fault is not possible on the spot, partners of the Service Provider will tow the vehicle from the spot of immobilisation to the nearest authorised Original Equipment Manufacturer (OEM) workshop. Primary Cardholder(s) shall pay the cost of any parts used during the repair process.
- a. Replacement/locked or lost keys: In the event that the Primary Cardholder(s) inadvertently lock themselves out of the vehicle or lose or break the car keys, with the Primary Cardholder(s)' consent (verbal or written) the service provider will provide locksmith dispatch service. Any consequential damage will be the sole responsibility of the Primary Cardholder(s). Alternatively, the service provider can arrange to recover the spare key from a place designated by the Primary Cardholder(s) and deliver it to the place where the vehicle is immobilised. This service is limited to delivery within the same city and the distance between the place where the spare keys are stored and the delivery location specified by the Primary Cardholder(s) or the parking location of the vehicle is less than 50 km. Primary Cardholder(s) may be asked to prove the ownership of the vehicle or authorisation to drive the vehicle in case it is required by the service provider's team. Any expenses related to the new key to be made or part used will be charged to the Primary Cardholder(s) on an actual basis.
- b. Flat tyre support: In the event that the vehicle is immobilised because of a flat tyre, the Service Provider shall dispatch the support person who will change the tyre for the Primary Cardholder(s). The Primary Cardholder(s) should have a spare tyre in the vehicle as well as necessary tools when such tools are needed for special car types and wheels.
- c. Battery jumpstart: In the event that the vehicle is immobilised because of a battery problem, the service provider shall offer charging service to jumpstart the vehicle. Primary Cardholder(s) shall pay for any parts used during the jumpstart, e.g., battery terminals, connectors, wires, etc. In the event that the battery cannot be jumpstarted, the vehicle will be towed to the nearest authorised Original Equipment Manufacturer (OEM) workshop.
- d. Battery replacement: In the event that the battery is dead and needs replacement, the Service Provider shall provide battery replacement service at the Primary Cardholder's location. Primary Cardholder(s) shall pay for the new battery and any other parts used during the replacement.

- e. Fuel delivery: In the event that the vehicle runs out of fuel, the Service Provider can arrange the delivery of fuel up to a maximum of 5 litres of fuel. Primary Cardholder(s) shall pay for the cost of fuel to the Service Provider according to the price of fuel at petrol stations on that day.
- f. Towing in case of breakdown: In the event the vehicle is immobilised due to a mechanical or electrical fault that cannot be repaired on the spot, the Primary Cardholder(s) will get assistance in towing the vehicle to the nearest garage in the Service Provider's network, using the best available towing mechanism.
- g. Towing in case of an accident: In the event that the vehicle is immobilised due to an accident, the Primary Cardholder(s) will get assistance in towing the vehicle to the nearest garage in the Service Provider's network, using appropriate towing mechanism.
- h. Towing in case of incorrect fuelling: In the event that the vehicle is immobilised due to incorrect fuelling, the Primary Cardholder(s) will get assistance in making arrangement for the vehicle to be towed to the nearest garage in the Service Provider's network using an appropriate towing mechanism.

Other towing terms:

- i. Towing will be done using the best possible trucks available depending on the vehicle category.
  - ii. In case the vehicle has met with an accident and the Service Provider feels that there is a possibility of damage/loss to any third party's property/life, the service provider will require the Primary Cardholder(s) to arrange for a No Objection Certificate (NOC) from the police station of the jurisdiction of the accident spot. In accident cases where the police authorities have registered an FIR or are in the process of registering an FIR or investigating a case or have taken possession of the vehicle, assistance services can be activated only after police authorities/courts have given a clearance to the vehicle/have released the possessed vehicle. In such cases, it is the duty of the Primary Cardholder(s) to obtain such clearances. the Service Provider can take handover of the vehicle only after clearances have been obtained and the Primary Cardholder/Primary Cardholder's representative is available to provide appropriate handover of the vehicle to the towing representative from the police authorities.
  - iii. In case the vehicle has met with an accident where it is not possible to tow the vehicle using the winch/chain, then recovery/loading of the vehicle is done using additional support of hydra/large crane. In such cases, there may be some consequential damage that may occur during the recovery/loading of the vehicle, which will be communicated to the Primary Cardholder(s) in advance and the use of crane/hydra will be done only after the approval of the Primary Cardholder(s). Charges for hydra/special equipment are to be borne by the Primary Cardholder(s).
  - iv. In case the Primary Cardholder(s) wish to take the vehicle to a garage of their preference, which is far compared to the Service Provider's garage, then the Primary Cardholder(s) need to pay the additional cost which will be communicated to the Primary Cardholder(s) in advance.
  - v. The Primary Cardholder(s) shall have to bear the costs related to government toll, taxes, entry fees, parking, octroi, etc. on an actual basis.
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- i. Customer conference calling: For seamless and speedy services a conference call (wherever required) between the Primary Cardholder(s), the assistance provider and the Service Provider will be arranged. Primary Cardholder(s) will be kept updated on a regular basis about the status of service.
  - j. Taxi Support: In the event that the vehicle is immobilised, the Primary Cardholder(s) will get assistance for the arrangement of an alternate mode of transport (taxi) to continue the journey or return to the Primary Cardholder(s)' preferred location. Taxi service up to 50 km will be covered and any additional cost will be borne by the Primary Cardholder(s) on an actual basis. The cost will be informed to the Primary Cardholder(s) in advance. Only the base fare is covered and any toll, taxes,

entry fee, parking, waiting and any such charges are to be borne by the Primary Cardholder(s) on an actual basis.

#### Eligibility criteria to avail of roadside assistance

- This benefit is applicable only to Primary Cardholder(s).
- Primary Cardholder(s) are eligible to avail services for one vehicle during the validity of the card. In case the customer has multiple vehicles and avails services for one of her/his vehicles then in the future, she/he can avail the remaining services for the same vehicle only. Primary Cardholder(s) can still use the 24x7 helpline and avail of the services on a paid basis for other vehicles.
- Primary Cardholder(s) will be eligible to avail the roadside assistance on payment of the joining fee/annual fee.
- Within 45 business days of meeting the eligibility criteria, your contact details will be sent to the Service Provider, post which the Service Provider will send a confirmation SMS to your registered mobile number with instructions for utilising the service, provided that your card account is not delinquent or cancelled at the time of such a trigger.
- After the first year, you shall be automatically registered for the second year on payment of the annual fee. This service in the first year will be provided by the Service Provider which may be subject to change every year.
- Primary cardholder(s) will be considered ineligible for Roadside Assistance if the annual fee has been waived off as per the minimum spends criteria.

#### Notification of Changes

- i. Notwithstanding anything contained in the Standard Terms, ICICI Bank shall have the sole and absolute discretion to amend or supplement the Terms, the features and benefits offered on the Credit Card including, without limitation, changes that affect interest rates or methods of calculation at any time.
- ii. ICICI Bank shall notify/communicate the amended Terms and Primary Terms and Conditions by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder(s) shall be responsible for regularly viewing these Terms, including amendments thereto as may be posted on ICICI Bank's website and shall be deemed to have accepted the amended Terms by continuing to use the Credit Card.
- iii. ICICI Bank reserves the right to cancel, suspend, change or substitute the benefits, offers or eligibility parameters for such benefits or offers, computation methods for calculating the benefits or the Terms applicable thereto at any time, with notice to the Cardholder(s), without assigning any reason(s) to the Cardholder(s).

#### Terms and Conditions Governing the Credit Cards

- I. This co-brand agreement includes revenue sharing between two parties as a part of the terms agreed to by Hindustan Petroleum Corporation Limited and ICICI Bank.
- II. Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank holds out no warranty or makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by any third party. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/services of ICICI Bank/third party.
- III. The Credit Card and the Cardholder's obligations under these Terms shall not be assigned. ICICI Bank may transfer its rights under these Terms.
- IV. Use of the Credit Card is subject to all applicable rules and customs of any clearing house or other association involved in transactions.
- V. ICICI Bank does not waive its rights by delaying or failing to exercise them at any time.
- VI. If any provision of the Terms is determined to be invalid or unenforceable under any rule, law or regulation of any governmental, local, state or federal agency, the validity or enforceability of the other provisions of the Terms shall not be affected.

- VII. Images used in all communications pertaining to the offers/benefits/promotions are for representation purposes only.
- VIII. If the Cardholder(s) cease to be Cardholder(s) at any time during the subsistence of the offers/benefits, all the benefits under the Offer shall lapse and shall not be available to the Cardholder(s).
- IX. All communication/notices with regard to the offers/benefits should be addressed to 'ICICI Bank Ltd., ICICI Bank Phone Banking Group, P. O. Box No. 20, Banjara Hills, P. O. Hyderabad - 500034'.
- X. In all matters relating to the offers/benefits, the decision of ICICI Bank shall be final and binding in all respects.
- XI. ICICI Bank reserves the right to modify/change all or any of the terms applicable to the offer without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the offer without assigning any reasons or without any prior intimation whatsoever.
- XII. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the offers shall be borne solely by the Cardholder(s) and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- XIII. The Cardholder(s) shall be bound by the terms and conditions stipulated by the third parties where services/offers are provided by such third parties.
- XIV. No substitutions or exchange of offer, other than what is detailed in the communication sent to the Cardholder(s) shall be allowed. However, ICICI Bank reserves the right to substitute and/or change the offer or any of them, without any intimation or notice, written or otherwise to the Cardholder(s).
- XV. Any dispute or claim regarding the goods, services and assured gifts/prizes must be resolved by the Cardholder(s) with the third parties directly without any reference to ICICI Bank.
- XVI. ICICI Bank shall not be liable in any manner whatsoever for any loss/damage/claim that may arise out of use or otherwise of any goods/services/offers availed by the Cardholder(s) under the alliance offered by the third parties.
- XVII. ICICI Bank reserves the right to disqualify the third-party alliance partners or Cardholder(s) from the benefits of the alliance if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the alliance.
- XVIII. ICICI Bank shall not be held liable for any delay or loss that may be caused in the delivery of the goods and services offered by third parties.
- XIX. The offers/benefits are not available wherever prohibited and/or on products/services for which such alliances cannot be offered for any reason whatsoever.
- XX. ICICI Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder(s) in respect of any matter in relation to this product and the provision of any offer or benefit hereunder.
- XXI. The Cardholder(s) shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of ICICI Bank and the Cardholder(s) shall indemnify and hold ICICI Bank harmless in respect thereof.
- XXII. On the termination of this Credit Card programme, ICICI Bank may decide to either continue the Credit Cards with an alternate programme or replace such Credit Cards with any other Credit Card(s) as issued by ICICI Bank from time to time.
- XXIII. ICICI Bank may at its sole discretion decide to outsource, to the extent permitted by the applicable laws, obligations in relation to the Credit Card programme creation to third-party entities.
- XXIV. Notwithstanding anything contained in this document, ICICI Bank shall not be held liable for any default or delay in the performance of any obligation pertaining to these offers, due to unavoidable situations, beyond the reasonable control of ICICI Bank and not attributable to ICICI Bank including but not limited to fire, flood, casualty, epidemic or outbreak of any disease,

lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, national calamity, riot, Act of God, any enactment by a lawmaking authority or the act of any other legally constituted authority, changes in the applicable law or default of third party or any cause or event arising out of or attributable to war, other than shortage or lack of money.

XXV. Any claim(s) or dispute(s) whatsoever (whether in contract, tort or otherwise) arising out of or in connection with the terms of the facility, including any question(s) regarding its construction, meaning, existence, validity, breach, recall, recovery or termination, shall be resolved and settled by mediation or conciliation (if the Cardholder(s) and ICICI Bank agree to such mediation or conciliation), administered in accordance with the applicable mediation or conciliation rules of an independent online dispute resolution institution listed on the ICICI Bank Limited website ('ODR Institutions').

XXVI. The party(ies) may appoint any of the listed ODR Institutions to facilitate mediation or conciliation. If one party appoints an ODR Institution before the other party, the ODR Institution appointed by the first party shall be binding on the other party. If the Cardholder(s) and ICICI Bank do not agree to mediation or conciliation or if the mediation or conciliation fails to resolve the claim or dispute within the period stipulated in such rules or within a period of 21 days from the date of notice of appointment of the mediator or conciliator (whichever is earlier), then the claim or dispute shall be taken forward for adjudication by arbitration in terms of the applicable rules of the said ODR Institution and in accordance with the Arbitration and Conciliation Act, 1996, which shall be conducted (including recording of evidence or tendering of the documents), concluded and administered online by the ODR Institution through its website/platform or mobile application. The arbitral tribunal shall consist of an independent sole arbitrator appointed in accordance with the applicable arbitration rules of the ODR Institution. The seat of arbitration proceedings shall be in Mumbai. The arbitration proceedings shall be governed by the applicable Indian laws. The procedural law of arbitration shall be based on the rules of the ODR Institution.