Terms and Conditions governing ICICI Bank Parakram Credit Card

These Terms and Conditions (the 'Terms') apply to and regulate the provisions of 'ICICI Bank Parakram Credit Card' (the 'Credit Card') issued by ICICI Bank Limited ('ICICI Bank').

These Terms 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') available on < <a href="www.icicibank.com">www.icicibank.com</a>. To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms shall prevail. All capitalised terms used but not defined herein shall have the respective meanings ascribed to them in the Primary Terms and Conditions.

### I. Definitions

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

- a) 'Affiliate' means and includes:
  - a. Any company which is the holding or subsidiary company of ICICI Bank or a Person under the Control of or under common control with ICICI Bank or
  - b. Any Person, in control of 26% or more of the voting securities in which, ICICI Bank has a direct or beneficial interest or Control.
- b) 'Anniversary Year' means twelve months from the date of the Credit Card's issuance and each twelve-month period thereafter.
- c) 'Annual Fee' means the fee that is automatically charged to the Credit Card Account to keep the Credit Card Account active.
- d) 'PIN' means the Personal Identification Number allocated to the Card Member by ICICI Bank or chosen by the Card Member/ ICICI Bank from time to time, in relation to the Card. (Not applicable for the Visa mChek Credit Card).
- e) 'Applicant' shall mean a person who applies for the Credit Card.
- f) 'Authorised Dealer' means an authorised dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time.
- g) 'Business Day' means a day on which the relevant office of ICICI Bank, specified in the Application Form or through which the card is provided or such other office as may be notified by ICICI Bank to the Card Member, is open for normal business transactions.
- h) 'Card Account' means the account opened in the name of the Card Member and maintained by ICICI Bank for the purpose of usage of the Credit Card as per the Terms and Conditions contained herein.
- i) 'Cardholder' shall mean a person who holds a valid and subsisting Credit Card.
- j) 'Cash Limit' means the maximum amount of cash or the equivalent of cash as defined or prescribed by ICICI Bank, that the Card Member can withdraw on his/ her Card Account. Cash Limit forms a subset of the Card Member's Credit Limit/ Purchase Limit. (Not applicable for the Visa mChek Credit Card).
- k) 'Charges' mean such charges that are set out anywhere in these Terms and Conditions, on the website and in the Primary Terms and Conditions. All the details

- of the Charges mentioned herein shall be as provided in the Tariff Annexure unless specifically communicated to the Card Member, as amended from time to time.
- 1) 'Company' means a company as defined by the Companies Act, 1956, as amended from time to time.
- m) For the purpose of the definition of Affiliate, 'Control' when used with respect to any Person, means the power to direct the management and policies of such a Person, directly or indirectly, whether through the ownership of the vote-carrying securities, by contract or otherwise howsoever and 'Person' means any individual, company, firm, corporation, a partnership, trust, any other entity or organisation or other natural or legal person.
- n) 'Credit Card' shall mean ICICI Bank Parakram Credit Card.
- o) 'Credit-Limit/ Purchase Limit' means the limit up to which the Card Member is authorised to spend on his Credit Card.
- p) 'Defence Personnel' in the context of this Credit Card would refer to individuals who are a part of the defence services as identified by the Bank's product grid and this is subject to updation and changes in the grid.
- q) 'ICICI Bank Limited' shall mean ICICI Bank Limited, the proprietors of the Credit Card, its successors and permitted assigns.
- r) 'ICICI Bank Customer Care' refers to the ICICI Bank Phone Banking Service provided by the Bank to the Card Members.
- s) 'ICICI Bank Rewards Scheme' shall mean the rewards scheme of ICICI Bank.
- t) 'ICICI Bank Reward Points' shall mean the Reward Points offered under the ICICI Bank Rewards Scheme.
- u) 'Infinity' refers to the trade name of ICICI Bank Internet Banking Service/ the website owned, established and maintained by ICICI Bank with the URL <a href="https://www.icicibank.com">www.icicibank.com</a>. (Not applicable for the Visa mChek Credit Card)
- v) 'Insurance Company' means ICICI Lombard General Insurance Company Limited or any other Insurance Company as may be decided by ICICI Bank, from time to time.
- w) 'Joining Fee' means the fee that is applicable and charged to the Cardholder at the time of the issuance of the Credit Card.
- x) 'Member' means a person who is a Cardholder.
- y) 'Merchant Establishment' means an establishment located anywhere which honours the card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).
- z) 'Merchant' means any person who owns, manages or operates the Merchant Establishment, its successors and permitted assigns.
- aa) 'Milestone' is the pre-set condition, which may be in terms of the spends on the Credit Card, on the achievement of which, some pre-defined benefit may be provided to the Cardholder.
- bb) 'Minimum Amount Due' or 'MAD' means the amount stated as such in the Statement.
- cc) 'Payment Due Date' means the date every month, on which the payment towards the charges, incurred for the usage of the card by the Card Member falls due as communicated through the Statement.

- dd) 'Primary Cardholder' is the person in whose name the Credit Card Account has been opened and to whom the Credit Card has been issued.
- ee) 'Statement' means the monthly statement of the account sent by ICICI Bank to a Cardholder, setting out the financial liabilities on that date, of the Cardholder to ICICI Bank with respect to the Credit Card Account.
- ff) 'Supplementary Cardholder' or 'Add-on Cardholder' means the family member of the Primary Cardholder who becomes a Cardholder.
- gg) 'Tariff Annexure' means an annexure detailing the charges applicable for the services offered on the card. These charges are subject to changes at the sole discretion of ICICI Bank. However, such changes in the charges may be made only with prospective effect, giving a prior notice of 30 days to the Card Member.
- hh) 'Total Amount Due' or 'TAD' means the amount stated as such in the Statement.
- ii) 'Transaction Instruction' means any instruction given by a Card Member directly or indirectly to ICICI Bank and/ or through ICICI Bank Customer Care and /or through Infinity, to effect the transaction. Transaction Instruction would include, but not be limited to a charge slip, a cash advance slip or a mail order coupon.
- jj) These 'Terms and Conditions' mean the Terms and Conditions set out herein and/ or as may be stipulated by ICICI Bank from time to time, as amended. In these Terms and Conditions, unless the contrary intention appears:
  - a. A reference to an 'amendment' includes a supplement, modification, novation, replacement or reenactment and 'amended' is to be construed accordingly; an 'authorisation' or 'approval' includes an authorisation, consent, clearance, approval, permission, resolution, licence, exemption, filing and registration; 'law' includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation or any published directive, guideline, requirement or governmental restriction having the force of law or any determination by, or interpretation of any of the foregoing by any judicial authority, whether in effect as of the date of signing/ submission of the Application Form or thereafter and each as amended from time to time.
  - b. The singular includes the plural (and vice versa).
  - c. The headings in these Terms and Conditions are inserted for the convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions.
  - d. Reference to the words 'include' or 'including' shall be construed without limitation.
  - e. Reference to a gender shall include references to the female, male and neuter genders.
  - f. All approvals, permissions, consents or acceptances required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank.
  - g. References to Visa/ Mastercard regulations pertain to the guidelines issued by Visa/ Mastercard to all the member banks of its network.
  - h. In the event of any disagreement or dispute between ICICI Bank and the Card Member regarding the materiality of any matter including any event,

- occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank as to the materiality of any of the foregoing shall be final and binding on the Card Member.
- i. The usage of the words 'ICICI Bank Credit Card Agreement' on the card or elsewhere, means these Terms and Conditions.
- kk) 'Valid Charge' means a charge incurred by the Card Member for the purchase of goods or services using the card and any other charge as may be included by ICICI Bank from time to time for the purpose of inclusion in the ICICI Bank Rewards Scheme.

## II. Interpretation

- 1. Any term referenced but not defined herein would be interpreted according to the agreement with respect to the card/ cards entered into between the Primary Cardholder/ Cardholders and ICICI Bank ('Credit Card Agreement').
- 2. These Terms and Conditions governing the supplementary card do not in any way amend or contradict the Terms and Conditions of the Credit Card Agreement.

#### III. Card services

- a) The card is the property of ICICI Bank. ICICI Bank reserves the right to:
  - 1) Ascertain the creditworthiness of the Applicant by obtaining a credit bureau report and such other reports as it may deem necessary and
  - 2) Decline to issue a card to any Applicant at its sole discretion.
- b) The card is not transferable and its usage is subject to the Terms mentioned herein and any additional conditions stipulated by ICICI Bank from time to time.
- c) The Card Member shall sign on the reverse of the card immediately on receipt of the same.
- d) ICICI Bank Customer Care Centre and/ or Infinity are/ is available to all Card Members.
- e) The Card Members availing any services/ facilities including but not limited to, the enhancement of the credit limit, inquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through ICICI Bank Customer Care Centre and/ or Infinity, shall at all times continue to be bound by the Terms and Conditions stipulated by ICICI Bank regarding the services/ facilities and the mode of availing such facilities/ services, as amended from time to time.

#### IV. Benefits and features

Subject to the Terms specified herein, the Cardholder/ Cardholders can avail the following benefits:

### 1. ICICI Bank rewards earned on card spends

Spends category	ICICI Bank Reward Points (per ₹100 spent)
Grocery & department stores	5 (capped at 1000 Reward Points per month) with effect from Apr 15, 2024
All categories (excluding those mentioned above and below)	1
Insurance, fuel, utility and international spends	0 (With effect from Apr 15, 2024)
Cash advance, ATM withdrawal, expenditure in the form of EMI, Balance Transfer, Personal Loan on Credit Card (PLCC), fees and other charges	0

- a. The ICICI Bank Rewards Scheme shall be applicable from the Effective Date and shall be available to the Card Member/ Members holding select ICICI Bank Credit Cards only on and after the Effective Date.
- b. Under the ICICI Bank Rewards Scheme, ICICI Bank shall offer ICICI Bank Reward Points for valid Charges incurred by the Card Member on select ICICI Bank Credit Cards.
- c. The ICICI Bank Reward Points earning system will follow an Anniversary Year of reward earning.
- d. ICICI Bank Reward Points, as earned by the Card Member under the ICICI Bank Rewards Scheme shall be indicated in the monthly statement sent to the Card Member.
- e. The Card Member can redeem his/ her accumulated ICICI Bank Reward Points against redemption offers made by ICICI Bank from time to time.
- f. On redemption of ICICI Bank Reward Points, the Reward Points redeemed shall automatically stand reduced or debited from the accumulated ICICI Bank Reward Points in the Card Account.
- g. If at any time before the Scheme Termination Date, the use of the select Credit Card is withdrawn, or cancelled, or is liable to be cancelled, or the Card Account is termed as a delinquent account, all the Reward Points then standing to the credit of the Card Member shall ipso facto stand immediately and automatically cancelled.
- h. Such cancelled ICICI Bank Reward Points shall not be credited to the Card Account even if the Card Member reinstates his/ her membership with ICICI Bank.

- i. At the end of the Scheme Termination Date, the ICICI Bank Reward Points standing to the credit of the Card Member which have not been redeemed within the stipulated time shall lapse automatically.
- j. The following Terms and Conditions shall apply to the ICICI Bank Rewards Scheme, Handpicked Rewards Scheme as well as ICICI Bank Rewards (hereinafter collectively referred to as 'Schemes') and individually as the ('respective Scheme'). The Schemes shall not apply to those Card Members with delinquent accounts as on the Effective Date of the respective Scheme or subsequently for any Card Accounts that become delinquent during the tenure of the Schemes.
  - O ICICI Bank may at its sole discretion offer additional Reward Points to the Card Member/ Members. Computation of Reward Points by ICICI Bank under the Schemes shall be final, conclusive and binding on the Card Member and shall not be liable to any dispute. Any taxes or other liabilities or charges payable to the government or any other authority or body established by the law (central, state or local), which may arise due to the redemption of the Reward Points under the respective Scheme, as mentioned above, shall be to the sole account of the Card Member. Tax deducted at source, if any, on the monetary value of the goods/ services shall be payable by the Card Member.
  - Redemption of Reward Points is voluntary and all related charges shall be deemed to be voluntarily incurred by a Card Member in the normal course of the Credit Card usage.
  - The Card Member shall not hold ICICI Bank responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges or expenses, which a Card Member incurs, in the normal course of the Credit Card usage.
  - ICICI Bank reserves the right to nullify the Reward Points earned by the Card Member under the respective Schemes in case of ICICI Bank-induced closure of the Card Account or the termination/ cancellation of the card or the termination/ cancellation of the respective Scheme.
  - O ICICI Bank expressly reserves the right, at any time and without giving any prior notice to the Card Member, to add, alter, modify, change or vary all or in part, or withdraw altogether the Schemes or any other Reward Points Scheme that ICICI Bank may introduce from time to time. Card Member/ Members may note that the earning of Reward Points shall vary across the different types of cards and/ or spends.
  - Request for redemption of Reward Points, as per the Terms and Conditions herein, shall only be entertained from the Primary Card Member. Card Member/ Members shall earn Reward Points for retail transactions. Card Member/ Members shall however not be entitled to earn Reward Points on retail transactions that have been subsequently reversed.
  - ICICI Bank may offer bonus Reward Points for any other retail transaction at its sole discretion, either for a specific period, promotional schemes or specific promos/ schemes.
  - Reward Points shall be earned under the individual Card Accounts in case of eligible primary, supplementary or multiple cards. Retail transactions, if any,

- carried out on the supplementary card and/ or any multiple card/ cards shall earn Reward Points that will automatically get accumulated into the Primary Card Member's Card Account.
- Card Members shall not be eligible to earn Reward Points for transactions involving cash withdrawal advances and any other kind of fees/ charges that may be applicable on the card such as but not limited to any joining fee, annual fee, supplementary card fee, multiple card fee, balance transfer fee, EMI transaction, cash advance fee, charge for dishonoured cheque, financial charge, delinquency charge, late payment charge, service charge and any other fee/ charge that may be levied by ICICI Bank from time to time.
- The option of redemption once invoked by the Primary Card Member cannot be subsequently cancelled/ withdrawn/ changed at the instance of any Card Member.
- Reward Points once exchanged under any specific scheme/ promotional offer that may be either offered by ICICI Bank or by ICICI Bank's tie-up with a merchant partner/ participating partner or for any other partner's loyalty programme cannot be subsequently transferred back to the Card Account or cancelled at the instance of the Card Member. ICICI Bank assumes no responsibility for the Reward Points converted/ transferred to any merchant partner/ participating partner's programme or otherwise wherever such conversion/ transfer of Reward Points is applicable.
- Selection, addition or deletion of the products offered in the redemption catalogue shall be at the sole discretion of ICICI Bank and subject to change without notice.
- All visuals of the goods/services in the redemption catalogue or related web pages are indicative only. ICICI Bank shall not be held responsible in case any manufacturer/ supplier of products withdraws, cancels, alters or amends the products.
- All products/ vouchers/ services available for redemption are subject to the availability of the same and manufacturer's warranties/ restrictions at the time of redemption.
- O ICICI Bank does not guarantee and make any representation about the quality, usefulness and worthiness of the products/ vouchers/ services and shall not be responsible if the same are in any way found to be defective. ICICI Bank shall ensure that the goods are delivered within <10> working days. Notwithstanding the same, ICICI Bank shall not be held liable for any delay or loss that may be caused in the delivery of the goods. The Reward Points earned by the Card Member have no cash or monetary value and cannot be exchanged for cash.
- The Schemes are not available wherever prohibited and/ or on such merchandise/ products/ services for which such Schemes cannot be offered, for any reason whatsoever.
- Goods/ services mentioned in the redemption catalogue are non-transferable and non-encashable.

- O ICICI Bank reserves the right to modify/ change all or any of the Terms and Conditions applicable to the Schemes without assigning any reasons or without any prior intimation whatsoever to the Card Member. ICICI Bank also reserves the right to discontinue the Schemes without assigning any reasons or without any prior intimation whatsoever. Nothing contained herein shall amount to a commitment or representation by ICICI Bank to continue the Schemes.
- A communication/ notice pertaining to the products/ services/ rewards offered to a Card Member under the Schemes shall only be entertained, within <10> days of the delivery of such products/ services/ rewards to the Card Member. Any claim made after 10 days shall not be entertained by ICICI Bank. The existence of a dispute, if any, regarding the products/ services/ rewards shall not constitute a claim against ICICI Bank.
- The delivery status of the products / services / rewards can only be tracked up to 30 days post-delivery. Any subsequent communication for delivery status will not be entertained.
- The Terms and Conditions shall be in addition to and not in substitution/ derogation of the Primary Terms and Conditions.
- Notwithstanding anything contained herein, disputes, if any, arising out of or in connection, with or as a result of the Schemes, shall be subject to the exclusive jurisdiction of the competent courts in Mumbai.
- k. A redemption handling fee of Rs 99 (subject to revision) plus GST will be charged towards the handling and delivery of the redemption request for Reward Points earned on the Credit Card.

## 2. Domestic lounge access (with effect from Apr 15, 2024)

- a. Cardholders will get 1 domestic airport lounge access per quarter.
- b. The access is subject to the availability of the lounge and will be provided on a first come, first served basis.
- c. The lounge access is provided by third-party vendors and the availability of the lounges is subject to the third-party offering over which the Bank has limited to no control.

#### 3. Insurance benefits

- a. A Cardholder is entitled to Personal accident insurance of Rs 2 lakh and an Air accident cover of Rs 20 lakh.
- b. The insurance benefit is not applicable during the service and any coverable events that occur during the service; the benefit is applicable only in a personal capacity and for non-service related events.
- c. The Card Member may be offered various insurance benefits from time to time by ICICI Bank through a tie-up with the Insurance Company.
- d. In all cases of claim, the Insurance Company will be solely liable for settlement of the claim and the Card Member will not hold ICICI Bank responsible in any manner

- whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever.
- e. Subject to the terms below, the Insurance Company will be absolved of all its liabilities by releasing approved dues to the nominee of the Card Member whose name and signature, duly witnessed, appear on the insurance nomination form forwarded by the Card Member to the Insurance Company directly or through ICICI Bank.
- f. Any change in the nomination will be informed to ICICI Bank by the Card Member in writing.
- g. The Card Member further acknowledges that the insurance benefits so provided will be available to the Card Member only as long as the Card Member is and remains a Card Member of ICICI Bank with his/ her Card Account being regular and without any instance of default.
- h. The Card Member further agrees that the insurance claim proceeds may be placed in Escrow by the Insurance Company at the direction of ICICI Bank until there is a satisfactory discharge of all the outstanding liabilities on the card by the Card Member.
- i. In the event of the card facility being terminated, for whatever reason, all such insurance benefits shall automatically and ipso facto cease to be available from such date of cessation of the membership.
- j. ICICI Bank may at any time (at its sole discretion without giving any prior notice thereof) modify, suspend, withdraw or cancel these insurance benefits and there will be no binding obligation on ICICI Bank to continue these benefits.

#### 4. Other features

- a. Cardholders are entitled to up to 3 free add-on cards.
- b. Cardholders are entitled to a 1% fuel surcharge waiver.
  - o Applicable on transactions between Rs 400 and Rs 4,000
  - Maximum monthly waiver capped at Rs 250
  - o Applicable at all petrol pumps.

## V. Notification of changes

- ICICI Bank shall have the absolute discretion to amend or supplement the Terms, features and benefits offered on the Credit Card including, without limitation, changes which affect the interest rates or methods of calculation, at any time.
- 2. ICICI Bank shall notify/ communicate the amended Terms by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder/ Cardholders 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.

- 3. 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 and Conditions applicable thereto at any time, with notice to the Cardholder/ Cardholders without assigning any reason/ reasons to the Cardholder/ Cardholders.
- 4. If during the period of any promotional scheme offered by ICICI Bank or thereafter, the use of the card is withdrawn, cancelled, is liable to be cancelled or the Card Account is termed as a delinquent account, then any offer/ benefit including but not limited to gift /discount /cashback offered during the promotion period shall ipso facto stand immediately and automatically cancelled for the Card Member.

# VI. Terms and Conditions governing the Credit Card

- 1. The Credit Card and the Cardholder's obligations under these Terms shall not be assigned. ICICI Bank may transfer its rights under these Terms.
- 2. Use of the Credit Card is subject to all the applicable rules and customs of any clearing house or other association involved in transactions.
- 3. ICICI Bank does not waive its rights by delaying or failing to exercise them at any time.
- 4. If any provision of the Terms is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, local, state or federal, the validity or enforceability of the other provisions of the Terms shall not be affected.
- 5. Images used in all the communications pertaining to the offers/ benefits /promotions are for representation purposes only.
- 6. If the Cardholder ceases to be a Cardholder at any time during the subsistence of the offers/ benefits, all the benefits under the offers shall lapse and shall not be available to the Cardholder.
- 7. All disputes are subject to the exclusive jurisdiction of the competent courts/ tribunals of Mumbai.
- 8. All communications/ 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.
- 9. In all matters relating to the offers/ benefits, the decision of ICICI Bank shall be final and binding in all respects.
- 10. ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Credit Card without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Credit Card without assigning any reasons or without any prior intimation whatsoever.
- 11. 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 and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
- 12. The Cardholder shall be bound by the Terms and Conditions stipulated by the third parties where services/ offers are provided by such third parties.

- 13. No substitution or exchange of offer, other than what is detailed in the communication sent to the Cardholder shall be allowed. However, ICICI Bank reserves the right to substitute and/ or change the offer, without any intimation or notice, written or otherwise to the Cardholder.
- 14. 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 under the alliance offered by the third parties.
- 15. ICICI Bank reserves the right to disqualify the third party alliance partners or Cardholder 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.
- 16. 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.
- 17. The offers/ benefits are not available wherever prohibited and/ or on products / services for which such alliances cannot be offered for any reason whatsoever.
- 18. ICICI Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder with respect to any matter in relation to this product and the provision of any offer or benefit hereunder.
- 19. The Cardholder shall not be entitled to claim or allege any loss, damage, liability or expense, attributable, directly or indirectly, to any such action of ICICI Bank and the Cardholder shall indemnify and hold ICICI Bank harmless in respect thereof.
- 20. On the termination of this Credit Card programme, ICICI Bank may decide to either continue the Credit Card with an alternate programme or replace such a Credit Card with any other Credit Card as issued by ICICI Bank from time to time.
- 21. 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.
- 22. 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 the features and benefits of the Credit Card, 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, outbreak of any disease, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, national calamity, riot, pandemic, Act of God, any enactment by a law-making authority, the act of any other legally constituted authority, changes in the applicable law, default of third party or any cause or event arising out of or attributable to war other than the shortage or lack of money.