

## **Terms & Conditions for Debit Cards**

Last Updated Date – April 28, 2020

### **DEFINITIONS:**

- In these terms and conditions, unless there is anything repugnant to the subject or context thereof, the following words / expressions shall have the meaning as stated herein under:
- "Account" refers to the savings and /or current account designated by ICICI Bank to be eligible account/s for operations through the use of the Card.
- "Account Statement" means the periodical statement of Account sent by ICICI Bank to a Cardholder, from time to time, setting out the Transactions carried out and balance in the Account as on that date, and any other information as ICICI Bank may deem fit to include.
- "Accountholder" refers to individuals, proprietorships, partnership concerns or company holding an Account with ICICI Bank. Provided however in case of savings account, the expression "Accountholder" refers to only individuals holding such account with ICICI Bank.
- "Add on Debit Card" means the additional/supplementary debit card issued to the Accountholder and/or any other person specified by the Accountholder;
- "Affiliate" means and includes:
  - 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
  - Any person in whom ICICI Bank has a direct or beneficial interest or control of more than 26% of the voting securities.
- For the purpose of this clause, "control" together with grammatical variations when used with respect to any person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever; and "person" means a company, corporation, a partnership, trust or any other entity or organization or other body whatsoever.
- "ATM" means any Automated Teller Machine, whether in India or overseas, whether of ICICI Bank or a specified Shared Network, at which, amongst other things, the Cardholder can use his Card to access his funds in his Account, held with ICICI Bank.
- "Card" or "Debit Card" means the ICICI Bank debit card and/or Add on Debit Card issued to the Accountholder in India and/or any other person specified by the Accountholder to ICICI Bank.
- "Cardholder" refers to the Accountholder of ICICI Bank or any such person authorized by the Accountholder to whom a Card has been issued and/or any person who is authorized by the Accountholder to hold the Card.
- "ICICI Bank" or "the Bank" shall mean ICICI Bank Limited, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949, having its registered office at ICICI Bank Towers, near Chakli Circle, Old Padra Road, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 (which expression shall, unless it be repugnant to the subject or context thereof, include its successors, representatives and assigns), the proprietors / owners of the Card.
- "ICICI Bank 24-Hour Customer Care Center" refers to ICICI Bank -Phone Banking Service provided by ICICI Bank, which shall be available to all Cardholders. All Cardholders availing of the ICICI Bank 24-Hour Customer Care Center shall be bound by the terms and conditions stipulated by ICICI Bank in this regard.

- "PAYBACK" refers to the customer rewards program, managed and operated by Loyalty Solutions and Research Limited, a public company incorporated under the Companies Act, 1956 and having its Registered Office at Florence, J.L.Nehru Road, Vakola, Santacruz (E). Mumbai 400055 ("LSRL, which expression shall, unless repugnant to the subject or context thereof, include its successors and assigns") offering benefits, facilities or arrangements under the brand name of PAYBACK, to PAYBACK members.
- "PAYBACK Card" means the card issued by LSRL to PAYBACK members as per the terms specified by LSRL.
- "PAYBACK member" means the Accountholder who is also enrolled as a member of LSRL and to whom a valid PAYBACK Card has been issued and who is authorized to hold the PAYBACK Card.
- "International Transactions" refers to the Transactions entered into by the Cardholder on his internationally valid Card outside of India, Nepal and Bhutan.
- "Internet Website" shall mean websites of the Merchant Establishments wherever located which honor the Card for payments to be made by the Cardholder of the goods and services purchased through these websites or otherwise and shall include among others, the websites of stores, shops, restaurants, hotels, utility companies, railways and airline organizations advertised as honoring the Card.
- "Merchant Establishment" shall mean such physical and/or virtual establishments, wherever located, which honor a VISA / VISA Electron card or MasterCard and shall include, among others, stores, shops, restaurants, hotels and airlines cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).
- "Merchant" means any person who owns or manages or operates a Merchant Establishment.
- "PIN" means the Personal Identification Number allocated to the Cardholder by ICICI Bank or chosen by the Cardholder/ Bank from time to time, in relation to the Card.
- "POS Terminal" means the point of sale (POS) electronic terminals at Merchant Establishments whether in India or overseas, capable of processing card transactions and at which, amongst other things, the Cardholder can use his Card to access the funds from the Account linked with the Card to make purchases.
- "Primary Account" shall mean such primary Account that is linked to the Card.
- "Reward Points" shall mean points awarded by ICICI Bank under the Reward Program.
- "Reward Program" refers to the program wherein the Cardholder shall get Reward Points on the amounts spent by him/her using the Card at the Merchant Establishments.
- "Shared Network" shall mean VISA or MasterCard or any other networks which honor the Card.
- '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 normally such changes in charges may be made only with prospective effect giving prior notice of 1 month to the Cardholder.
- "Valid Charge" means a charge incurred by the Cardholder for purchases of goods or services on the Card and any other charge as may be included by ICICI Bank from time to time for the purpose of this Reward Program.
- "High Risk Countries (HRC)" means those countries where the risk of data pertaining to the Card getting compromised post any transaction being carried out in such countries is high and are categorized as high risk countries by ICICI Bank based on the Cards being used in such countries by the Card Member and various disputes and/or frauds that are reported by the Card Member's from time-to-time.

## **INTERPRETATION:**

- a. All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- b. Words importing any gender include the other gender.
- c. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- d. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the Terms.
- e. References to VISA/MASTERCARD regulations pertain to the guidelines issued by VISA/MASTERCARD to all the member banks of its network.
- f. The rules of interpretation as set out in the General Clauses Act shall, unless it is repugnant to the subject or context thereof, apply to the Terms as if incorporated herein.

## **APPLICABILITY OF TERMS:**

The Terms form the contract between the Cardholder and ICICI Bank. The Cardholder shall be deemed to have unconditionally agreed to and accepted the Terms by signing the Card application form, or acknowledging receipt of the Card in writing, or by signing on the reverse of the Card, or by performing a transaction with the Card or by requesting POS activation of the Card or activation through ATM or by requesting through ICICI Bank's 24-Hour Customer Care Center or after 10 days have elapsed since the Card was dispatched to his address on record.

The Terms will be in addition to and not in derogation of the terms and conditions relating to the Account of the Cardholder. The Cardholders availing of any services / facilities including but not limited to enquiry on transactions, Statement details through ICICI Bank 24-Hour Customer Care Center, ICICI Bank internet banking and/or any other channels, shall at all times continue be bound by the terms and conditions stipulated by ICICI Bank from time to time for such services / facilities.

## **BENEFITS OF CARD:**

The Cardholder can access cash at the ATM/ at ICICI Bank branch, make payments at Merchant Establishments, ascertain information about his Account balance through the use of the Card at ATMs/ICICI Bank 24 Hour Customer Care/ Infinity /Corporate Internet Banking / by using Corporate Care Services or otherwise, place request for renewal of the fixed deposit held with ICICI Bank, or any such services as specified by ICICI Bank from time to time. The Cardholders availing of any such services through the use of the Card shall be bound by the terms and conditions stipulated by ICICI Bank, and as amended from time to time, with respect to such services. The Card is valid for use at ATMs and Merchant Establishments in India and abroad. However, the Card is not valid for payment in foreign exchange at Merchant Establishments in India, Nepal and Bhutan. The Card is valid up to the last day of the month indicated on the Card. Upon occurrence of the Transaction, the Account linked with the Card shall be instantaneously debited by ICICI Bank.

**PERSONAL IDENTIFICATION NUMBER:**

To enable the Cardholder to use the Card, a Personal Identification Number (PIN) will be issued to him in the first instance. ICICI Bank exercises utmost care and caution when issuing the PIN/s and also ensures, to the maximum extent possible, that the same is not disclosed to anyone except the Cardholder. The PIN shall be mailed to the Cardholder and the Cardholder shall ensure that the same is received in a sealed envelope. This PIN may subsequently, be changed by the Cardholder, at his own risk, at any ICICI Bank ATM or at designated ICICI Bank branches or at the ICICI Bank 24Hour Customer Care Center. The Cardholder acknowledges, represents and warrants that the PIN issued to it provides access to the Account and that the Cardholder accepts the sole responsibility for use, confidentiality and protection of the PIN, as well as for all orders and information changes entered in to the Account using such PIN. The Cardholder shall not record the PIN in any form so as to facilitate PIN coming to knowledge of a third party. The Cardholder grants express authority to ICICI Bank for carrying out transactions and instructions authenticated by the PIN and shall not revoke the same. ICICI Bank has no obligation to verify the authenticity of the transaction instruction sent or purported to have been sent from the Cardholder other than by means of verification of the Cardholder's PIN. The Cardholder shall at all times take all appropriate steps as mentioned in the Terms to maintain the security of the PIN. ICICI Bank may, in its absolute discretion issue a new PIN on the existing Card. Subject to the provisions stated herein and as specified by ICICI Bank from time to time, the Cardholder will not hold ICICI Bank liable in case of any improper/ fraudulent/unauthorized/ duplicate/erroneous use of the Card and/or the PIN. ICICI Bank will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the PIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Account, the Cardholder will be responsible and shall indemnify ICICI Bank against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.

**LOST OR STOLEN CARDS:**

If a Card is lost or stolen, the Cardholder must file a report with the local police and send a copy of the same to ICICI Bank. The Cardholder may report a Card loss over the telephone to any of ICICI Bank's 24-Hour Customer Care Centers or by way of written communication or by fax to his branch of ICICI Bank or such other mode as may be acceptable to ICICI Bank. ICICI Bank upon adequate verification will temporarily suspend the Card, and will subsequently hot list/cancel the Card during working hours on a working day of ICICI Bank following the receipt of such intimation. If the Cardholder loses his Card overseas, he may either follow the above procedure or may report the loss through the VISA/MASTERCARD Global Emergency

Assistance help lines; the charges for the usage of such services shall be borne by the Cardholder. The Cardholder is responsible for the security of the Card and shall take all steps towards ensuring the safekeeping thereof. Subject to Clause 10 of the Terms, the Cardholder will be liable for all charges incurred on the Card until the Card is hot listed/ cancelled. Further, in the event ICICI Bank determines that the aforementioned steps are not complied with, financial liability on the lost or stolen Card would rest with the Cardholder. The Cardholder shall take cognizance of the fact that once a Card is reported lost, stolen or

damaged and is subsequently found, the same shall be promptly cut in half, returned to ICICI Bank and adequate care taken to prevent its misuse.

ICICI Bank constantly monitors the risk of using the Card in the High Risk Countries. ICICI Bank will attempt to call the Card Members to inform them about the probable fraud risk that could emanate from such Card usage at High Risk Countries and shall seek consent from the Card Member to block the Card from further usage. In the event, the Card Member chooses not

to block the Card after being informed by ICICI Bank of probable fraud risk or are not contactable by ICICI Bank, ICICI Bank shall not stand liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

#### **SURRENDER/REPLACEMENT OF CARD:**

The Card issued to the Cardholder shall remain the property of ICICI Bank and will be surrendered to ICICI Bank, on request. The Cardholder shall return the Card to ICICI Bank for cancellation in the event the Cardholder no longer requires the services or if the services are withdrawn by ICICI Bank for any reason whatsoever. ICICI Bank, may, in its absolute discretion issue a replacement Card along with a new PIN to the Cardholders, including for any loss/ stolen Card.

#### **TERMINATION:**

The Cardholder may discontinue/ terminate the Card anytime by a written notice to ICICI Bank accompanied by the return of the Card cut into two pieces diagonally. The Cardholder shall be liable for all charges incurred, up to the receipt of the written notice duly acknowledged by ICICI Bank. ICICI Bank may at any time, with or without notice, as to the circumstances in ICICI Bank's absolute discretion require, terminate the Card.

#### **USAGE GUIDELINES:**

The Cardholder shall at all times ensure that the Card is kept at a safe place and shall under no circumstances whatsoever allow the Card to be used by any other individual. The Cardholder will sign the Card immediately upon receipt. The Cardholder must change the PIN assigned by ICICI Bank after the first usage and choose another PIN as a safety measure for secured usage of the Card. The Cardholder will be responsible for all facilities granted by ICICI Bank and for all related charges and shall act in good faith in relation to all dealings with the Card and ICICI Bank. ICICI Bank reserves the right to change the types of Transactions supported by the Card subject to a notice being given to the Cardholder in accordance with Clause 24. The Cardholder shall notify ICICI Bank immediately of any error or irregularity in maintaining the Account/ Card by ICICI Bank at any ICICI Bank's 24-Hour Customer Care Centers or by way of written communication or by fax to his branch of ICICI Bank or such other mode as may be acceptable to ICICI Bank. International Debit Cards can be used only for permissible current account transactions under the Foreign Exchange Management Act (FEMA), 1999 (and/or any other applicable laws) and the item-wise limits as mentioned in the Schedules to the Government of India Notification No.G.S.R. 381(E) dated May 3, 2000, as amended from time to time, are equally applicable to payments made

through use of these Cards. International Debit Cards can be used on Internet for any purpose for which exchange can be purchased from an authorized dealer in India. International Debit Cards cannot be used on internet for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, and payment for call-back services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counterparty, trading in foreign exchange in domestic/overseas markets etc. or any illegal activities; no withdrawal of foreign exchange is permitted for such items /activities. The Cardholder is under an obligation not to countermand an order/ Transaction which he/she has conducted with the Card

### **Add on Debit Card**

Upon receipt of a request by the Accountholder for issuance of an Add on Debit Card in his name or in the name of a family member of the Accountholder, ICICI Bank may at its sole discretion issue an Add on Debit Card in the name of the Accountholder or in the name of the family member on such terms and conditions as may be prescribed by ICICI Bank from time to time. The usage of the Add on Debit Card shall be deemed acceptance of these terms and conditions. The Cardholder and the Accountholder authorizing the issuance of Add on Debit Card are jointly and severally liable/bound by these terms and conditions. However, it shall be the responsibility of the Accountholder to ensure payment of all charges due and payable for Add on Debit Card. The facility of Add on Debit Card is a special facility offered by ICICI Bank at its sole discretion and ICICI Bank reserves the right to levy any additional fee or charge(s) for the same. The validity of the Add on Debit Card will be dependent on the continuation of the Account. The transactions made on the Add on Debit Card shall be reflected in the statement of Account sent to the Accountholder and no separate statement shall be sent with regard to the Add on Debit Card.

### **LIABILITY IN CASE OF UNAUTHORIZED TRANSACTIONS**

If a Card is lost or stolen or in the event of any unauthorized transaction on the Card, the Cardholder must immediately report the loss/theft to ICICI Bank in accordance with the provisions detailed herein above. The Cardholder must also immediately notify the loss/theft of the Card by calling the ICICI Bank's 24hour Customer Care Center or by way of a written communication or fax to his branch of ICICI Bank or such other mode as may be acceptable to ICICI Bank.

The Cardholder shall not bear any financial liability, to the extent of and in accordance with the provisions of this section, for an unauthorized transaction (except ATM cash withdrawal and online Debit Card usage) provided he/ she notifies ICICI Bank in writing immediately of such unauthorized transaction and the Cardholder is not, in the opinion of ICICI Bank, guilty of negligence, fraud or collusion.

The said benefit shall be available to Cardholder subject to the terms contained herein and the amount of the above referred unauthorized transaction shall be credited to the Account, only in the event the following conditions are fulfilled:

- i. If the Card is duly reported to be lost/ stolen by the Cardholder as per the procedure laid down by ICICI Bank and upon the Cardholder submitting a copy of the FIR reporting such loss/ theft

- of the Card to ICICI Bank; If the said unauthorized transaction/s is/ are conducted within a period of 15 days prior to the date of such reporting of loss/ theft of the Card to ICICI Bank;
- ii. If the Cardholder has conducted at least one purchase transaction using the Card, within 3 months prior to the date of such reporting of loss/ theft of the Card; and iii. If the Cardholder has registered his mobile number with ICICI Bank for mobile banking facility.

However, ICICI Bank may, at its sole discretion deny the Cardholder the said benefit entirely or increase the amount of the Cardholder's liability in this regard:

- i. If ICICI Bank, in its sole opinion, determines, based on available evidence (provided by the Cardholder and/ or otherwise obtained) that the Cardholder was grossly negligent or fraudulent in the handling of the Account or the Card (including protecting the Card, or Account or PIN, and reporting the loss or unauthorized Transactions) and/ or ii. If ICICI Bank, in its sole opinion, determines that further investigations are required, including those for the unauthorized transactions and/or merchant types; and/or
- ii. If the prior account history of the Cardholder is unsatisfactory;

The responsibility of ICICI Bank for the non-execution or defective execution of an unauthorized transaction is limited to the principal sum and the loss of interest, subject to the provisions of the law governing the terms. Provided further that the total liability of ICICI Bank in this regard for any unauthorized transaction conducted on the Card shall be limited to Rs. 1,00,000 (Rupees One Lakh only) only and the same is subject to change, at the sole discretion of ICICI Bank, from time to time.

## **MULTIPLE ACCOUNTS**

The Cardholder agrees that in case he has multiple accounts with ICICI Bank, ICICI Bank will decide the number of accounts, which will have the Card facility on them. In case of Cards linked to multiple Accounts, fast cash Transactions on ICICI Bank ATMs, all Transactions done on Shared Network ATMs and POS Terminal Transactions carried out with the Card will be affected only on the Primary Account. ICICI Bank will debit the Accounts linked to the Card for the value of all purchases of goods or services, cash, fees, charges and payments payable by the use of the Card. All Transactions will be reflected in the Account Statement of the Account(s), which are linked to the Card.

## **STATEMENTS AND RECORDS**

The Cardholder can get a verbal or written history of his Transactions by calling the ICICI Bank 24Hour Customer Care Center. The Cardholder can also check the transaction records from the Account Statement available online at ICICI Bank's website and last 10 transactions on ICICI Bank ATM. The Cardholder will inform ICICI Bank in writing within 15 days, if any irregularities or discrepancies exist in the transactions/ particulars of the Account on any Account Statement that is made available to the Cardholder. If ICICI Bank does not receive any information to the contrary within 15 days ICICI Bank may assume that the Account Statement and the transactions are correct. To ensure the Cardholder's interests, ICICI Bank may record on camera or on videotape, at its own discretion the access to and the presence of any person while availing the use of the Card facilities. All records maintained by ICICI Bank, in electronic or documentary form of the instructions of the Cardholder and such other details (including but not limited to payments made or received) pursuant to the

Terms, and all camera/video recordings made as mentioned above shall as against the Cardholder, be deemed to be conclusive evidence of such instructions and such other details.

#### **ATM USAGE:**

The Card can be used at the ATM locations with the help of the confidential PIN. All Transactions conducted with use of the PIN will be the Cardholder's responsibility. The Cardholder agrees that he will be allowed to withdraw only a certain amount of cash per transaction per day as determined by ICICI Bank irrespective of the credit balance in the Account(s). This amount will be announced from time to time. Any attempt to violate this limit may lead to withdrawing of his Card facility. When the Cardholder completes a transaction through an ATM he can opt to receive a printed transaction record i.e. the transaction slip/ ATM receipt. The amount of available funds is shown on this ATM receipt when the Cardholder uses his Card. The Cardholder is advised to retain the record of Transactions generated by the ATM with him. The Cardholder agrees not to attempt to withdraw using the Card unless sufficient funds are available in the Account. The onus of ensuring adequate Account balances is entirely on the Cardholder.

#### **MERCHANT LOCATION USAGE:**

The Card is acceptable at all Merchant Establishments in India and abroad which display the logos of ICICI Bank/VISA/MASTERCARD and/or such other agencies recognized by ICICI Bank and which have a POS terminal. The Card is for electronic use only as in the case of the charge slip/ sales slip printed electronically from the POS terminal. The Cardholder must sign a sales slip whenever the Card is used at a Merchant Establishment and should retain his copy. The Bank at an additional charge may furnish copies of the sales slip. Any sales slip not personally signed by the Cardholder, but which can be proved as being authorized by the Cardholder will be his liability. The Card is operable with the help of the Cardholder's signature or the PIN at POS terminals installed at Merchant locations depending on the functionality of the POS Terminal. The Bank will not accept responsibility for any dealings, which the Cardholder may have with the Merchant including but not limited to the supply of goods and services. In the event the Cardholder has any complaints concerning any Merchant Establishment, the Cardholder with the Merchant Establishment should resolve the matter and failure to do so will not relieve him from any obligations to ICICI Bank.

However, the Cardholder should notify ICICI Bank of this complaint immediately. ICICI Bank accepts no responsibility for any surcharge levied by any Merchant Establishment and debited to the Account linked with the Card with the Transaction amount. Any charge or other payment requisition received from a Merchant Establishment by ICICI Bank for payment shall be conclusive proof that the charge recorded on such requisition was properly incurred at the Merchant Establishment for the amount and by the Cardholder using the Card referred to in that charge or other requisition, except where the Card has been lost, stolen or fraudulently misused, the burden of proof for which shall be on the Cardholder. In case a Cardholder wishes to cancel a completed transaction due to an error or on account of merchandise return, the Merchant must cancel the earlier sales slip and the Cardholder must retain a copy of the cancelled sales slip. In the event of reversal/refund of debits due to such Transactions charge slip / sales slip needs to be produced by the Cardholder, if called for. The Card is not to be used at hotels during check-in and also at



other locations where paying arrangement is done before completion of the purchase transaction or service.

## **REWARD PROGRAM**

Under the Reward Program, ICICI Bank shall award Reward Points for Valid Charges incurred by the Cardholders on the Card. ICICI Bank shall also at its sole discretion award additional Reward Points to the Cardholder. ICICI Bank Reward Points, as earned by the Cardholder, shall be indicated in the account statement sent to the Cardholder from time to time. It is to be noted that Reward Program shall not be applicable to partnership concerns or company (ies) holding an Account with ICICI Bank. The Reward Points can be redeemed by the Cardholder only upon the Cardholder becoming an PAYBACK member and by use of the PAYBACK Card against the item(s) available in the PAYBACK reward catalogue as may be communicated by LSRL to the PAYBACK Members. For details in order to become a PAYBACK card member, the Cardholder may visit the PAYBACK website at "www.PAYBACK.in". In addition to these terms and conditions, the Cardholders shall also be governed by the terms pertaining to PAYBACK Card issued by LSRL. On redemption, the Rewards Points so redeemed will automatically stand reduced from the accumulated Reward Points in the Card-Account. Computation of the Reward Points shall be final, conclusive and binding on the Cardholder and will not be liable to any dispute or questioning. Any tax (es) or charges payable to the Government or any other authority or body or any participating establishment which may arise or accrue to the Cardholder by redemption as aforesaid or otherwise as a result of this Reward Program, shall be to the sole account of the Cardholder. ICICI Bank expressly reserves the right, at any time and without prior notice to the Cardholders, to add to and /or alter, modify, change or vary all or in part, this Reward Program, or withdraw it altogether. Nothing contained in this Reward Program shall be construed as a binding obligation upon ICICI Bank or any participating establishment to continue the Reward

Program in the event of the termination of the Reward Program or otherwise. This Reward Program is voluntary and it is understood that a Cardholder in the normal course of Card usage voluntarily incurs all charges. Disputes, if any, arising out of or in connection with, or as a result of this Reward Program or otherwise shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai only. Further, disputes pertaining to PAYBACK Card and/ or Reward Points redemption shall be resolved directly by the Cardholders with LSRL, without involving ICICI Bank in any manner whatsoever and ICICI Bank shall not be liable for any such dispute that may arise between the Cardholder and LSRL. ICICI Bank reserves the right to nullify the Reward Points in case of ICICI Bank induced closure of the Account or the termination / cancellation of the Card.

## **GLOBAL CARDHOLDER ASSISTANCE SERVICES (VISA/MASTERCARD) GLOBAL EMERGENCY ASSISTANCE HELPLINES)**

The multi-lingual VISA/MASTERCARD Emergency Assistance Services Programme offers worldwide emergency referral assistance to VISA/MASTERCARD Cardholders when traveling overseas. These include a wide range of legal, medical and other services. The communications and arrangements of services of the emergency assistance programme are provided by a third party service provider and are paid for by VISA/MASTERCARD International and the Cardholder is responsible for the cost of any and all medical, legal or

other services used. Assistance is provided on a best effort basis and may not be available due to problems of time, distance or locations. The medical and/or legal professionals suggested and/or designated by VISA/MASTERCARD International are not employees of VISA/MASTERCARD International and, therefore, they are not responsible for the availability, use, acts, omissions or results of any medical, legal or transportation service. The Bank does not accept any responsibility for the arrangement or the use of such services.

## **EXCLUSION FROM LIABILITY**

In consideration of Bank providing the Cardholder with the facility of Card, the Cardholder hereby agrees to indemnify and keep ICICI Bank and /or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which ICICI Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing the Cardholder the said facility of the Card or by reason of ICICI Bank's acting in good faith and taking or refusing to take or omitting to take action on the Cardholder's instructions, and in particular arising directly or indirectly out of the negligence, mistake or misconduct of the Cardholder; breach or noncompliance of the Terms and the terms and conditions pertaining to the Account and/or fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents. The Cardholder shall indemnify and hold harmless ICICI Bank from any and all consequences arising from the Cardholder not complying with the Exchange Control Regulations of the RBI, breach of Foreign Exchange Management Act (FEMA) and the rules and regulations made there under and/or any other Act/Authority. The Cardholder shall also indemnify ICICI Bank fully against any loss on account of misplacement by the courier or loss-in-transit of the Card/PIN. Without prejudice to the foregoing, ICICI Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage arising directly or indirectly out of: Any defect in quality of goods or services supplied. The refusal of any person to honor to accept a Card. The malfunction of any computer terminal/ system not within ICICI Bank's control. Effecting Transaction instructions other than by a Cardholder. Handing over of the Card by the Cardholder to anybody other than the designated employees of ICICI Bank at ICICI Bank's premises. The exercise by ICICI Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender is made and/or procured by ICICI Bank. The exercise by ICICI Bank of its right to terminate any Card.

Any injury to the credit, character and reputation of the Cardholder alleged to have been caused by the re-possession of the Card and/or, any request for its return or the refusal of any Merchant

Establishment to honor or accept the Card. Any misstatement, misrepresentation, error or omission in any details disclosed by ICICI Bank except as otherwise required by law, if ICICI Bank receives any process, summons, order, injunction, execution drait, levy lien, information or notice which ICICI Bank in good faith believes/ calls into question the Cardholder's ability, or the ability of someone purporting to be authorized by the Cardholder, to transact on the Card, ICICI Bank may, at its option and without liability to the Cardholder or such other person, decline to allow the Cardholder to obtain any portion of his funds, or may pay such funds over to an appropriate authority and take any other steps required by applicable law. ICICI Bank reserves the right to deduct from the Cardholder's

Account a reasonable service charge and any expenses it incurs, including without limitation reasonable legal fees, due to legal action

involving the Cardholder's Card. Any statement made by any person requesting the return of the Card or any act performed by any person in conjunction; In the event a demand or claim for settlement of outstanding dues from the Cardholder is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Cardholder agrees and acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Cardholder, in any manner. The Cardholder agrees to indemnify ICICI Bank for any machine/mechanical error/failure. However, ICICI Bank shall be liable for all direct losses incurred by the Cardholder, caused due to a technical error/malfunction, which is directly within ICICI Bank's control. However, ICICI Bank shall not be liable for any loss caused due to a technical breakdown of the payment system if the same was recognizable by the Cardholder by a message on the display of the device or was otherwise known/ communicated. The liability of ICICI Bank in cases of non-execution<sup>1</sup> or defective execution of the Transaction shall be limited to the principal value of the Transaction and the interest thereof, if any, subject to ICICI Bank's policies and applicable law/s

#### **ADDITION/WITHDRAWAL OF FACILITIES:**

ICICI Bank may, at its discretion, make available to the Cardholder more services on the Card, ATMs, POS Terminals, Internet or otherwise and/or other devices through Shared Networks for the Cardholder's convenience and use. All fees and charges related to Transactions done by the Cardholder at these devices, as determined by ICICI Bank from time to time will be recovered by a debit to the Account linked with the Card. The Cardholder understands and agrees that the Shared Networks may provide different functionalities and service offerings and different charges for different services. ICICI Bank shall also, in its sole discretion, at any time, without notice to the Cardholder, be entitled to withdraw, discontinue, cancel, suspend/or terminate the facility to use the Card and/or services related to it, at ATMs / POS

Terminal/Internet / other devices within/outside India and shall not be liable to the Cardholder for any loss or damage suffered by him resulting in any way from such suspension or termination.

#### **DISCLOSURES:**

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of any amount due on the Card, ICICI Bank and/or the Reserve Bank of India (RBI) will have an unqualified right to disclose or publish the details of the default including the name of the Cardholder and/or its directors/partners/ co-applicants, as applicable, as defaulters in such manner and through such media as ICICI Bank or RBI in their absolute discretion may think fit. The Cardholder hereby authorizes ICICI Bank to exchange, share or part with all the information relating to the Cardholder's details and repayment history information and all information pertaining to and contained in the Terms or as expressed in the application made for the Card to its Affiliates/ banks / financial institutions/ credit bureaus / agencies / statutory bodies as may be required and undertakes not to hold ICICI

Bank/its Affiliates/the other group companies of ICICI Bank Group and their agents liable for use of the aforesaid information.

### **FEES AND CHARGES:**

The annual fees for the Card will be debited to the Primary Account linked with the Card on application/renewal at the Bank's prevailing rate. The fees are not refundable. The Cardholder shall maintain at all times such minimum balance in the Account, as ICICI Bank may stipulate from time to time. ICICI Bank reserves the right at any time to charge the Cardholder for the issue or reissue of a Card and/or any fees/charges for the transactions carried out by the Cardholder on the Card. Any government charges, duty or debits, or tax payable as a result of the use of the Card shall be the Cardholder's responsibility and if imposed upon ICICI Bank (either directly or indirectly), ICICI Bank shall debit such charges, duty or tax against the Account. In addition, operators of Shared Networks may impose an additional charge for each use of their ATM/ POS Terminal/other device, and any such charge along with other applicable fees/charges will be deducted from the Cardholder's Account. There will be separate service charges levied for such facilities as may be announced by the Bank from time to time and deducted from the Cardholder's Account. In the situation that the Account does not have sufficient funds to deduct such fees, the Bank reserves the right to deny any further

Transactions. In case of Accounts classified as overdrawn Accounts, the Cardholder will have to rectify the Account balance position immediately. In every such situation where the Account gets overdrawn, a flat charge could be levied in addition to the interest to be charged on the debit balance in the Account. This charge will be determined by the Bank and will be announced from time to time. In the event of an Account being overdrawn due to Card Transactions, the Bank reserves the right to setoff this amount against any credit lying from any of the

Cardholder's other Accounts held jointly or singly without giving any notice. Nothing in the Terms shall affect the Bank's right of setoff, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between the Bank and Cardholder. The Cardholder also authorizes ICICI Bank to deduct from his Account, and indemnifies ICICI Bank against any expenses it may incur in collecting money owed to it by the Cardholder in connection with the Card. (including without limitation reasonable legal fees). ICICI Bank may, at its discretion levy penal charges for non-maintenance of the minimum balance. In addition to the minimum balance stipulation ICICI Bank may levy service and other charges for use of the Card, which will be notified to the Cardholder from time to time. In the case of transactions entered into by the Cardholder through his internationally valid Debit Card, the equivalent in the currency in which the Cardholder's Account is held, along with processing charges, conversion charges, fees if any charged as per VISA/MASTERCARD regulations, any other service charges for such transactions shall be debited to the Account linked with the Card held at ICICI Bank in India. The Cardholder authorizes ICICI Bank to recover all charges related to the Card as determined by ICICI Bank from time to time by debiting the Account linked with the Card. Details of the applicable fees and charges as stipulated by ICICI Bank will be displayed on the website and / or at the branches. Please refer Annexure IV for details on the tariff applicable as on date.

**DISPUTES:**

ICICI Bank accepts no responsibility for refusal by any Merchant Establishment to accept and/or honor the Card. In case of dispute pertaining to a Transaction with a Merchant Establishment a charge/sales slip with the signature of the Cardholder together with the Card number noted thereon shall be conclusive evidence as between ICICI Bank and the Cardholder as to the extent of liability incurred by the Cardholder and ICICI Bank shall not be required to ensure that the Cardholder has duly received the goods purchased/to be purchased or has duly received the service availed/to be availed to the Cardholder's satisfaction. In case the Cardholder has any dispute in respect of any charge indicated in the Account Statement, the Cardholder shall advise details to ICICI Bank within 15 days of the Account Statement date failing which it will be construed that all charges are acceptable and in order. ICICI Bank may at its sole discretion accept any disputes on charges older than 15 days. ICICI Bank shall make bonafide and reasonable efforts to resolve an aggrieved Cardholder's disagreement with the applicable charge indicated in the Account Statement within two months of receipt of the notice of disagreement. If after such effort ICICI

Bank determines that the charge indicated is correct then it shall communicate the same to the Cardholder along with details including a copy of the Sales Slip or payment requisition. Any dispute in respect of a Shared Network ATM Transaction will be resolved as per VISA/MASTERCARD regulations. ICICI Bank does not accept responsibility for any dealings the Cardholder may have with Shared Networks. In the event the Cardholder has any complaints concerning any Shared Network ATM, the Cardholder with the Shared Network should resolve the matter, and failure to do so will not relieve him from any obligations to ICICI Bank. However, the Cardholder should notify ICICI Bank of the complaint immediately.

**QUALITY OF GOODS AND SERVICES:**

ICICI Bank shall not in any way be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Cardholder from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Cardholder. It must be distinctly understood that the Debit Card is purely a facility to the Cardholder to purchase goods and/or avail of services, ICICI Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. The Cardholder with the Merchant Establishment must resolve any dispute or claim regarding the merchandise. The existence of the claim or dispute shall not relieve the Cardholder of his/her obligation to pay all the Charges due to ICICI Bank and the Cardholder agrees to pay promptly such charges.

**GOVERNING LAW AND JURISDICTION:**

ICICI Bank and Cardholder agree that any legal action or proceedings arising out of Terms shall be brought in the courts or tribunals at Mumbai in India and irrevocably submitting themselves to the jurisdiction of that court or tribunal. ICICI Bank may, however, in its absolute discretion commence any legal or proceedings arising out of these Terms and Conditions in any other court, tribunal or other appropriate forum, and the Cardholder hereby consents to the jurisdiction. These Terms shall be governed by and construed in accordance with the laws of India.

**NOTIFICATION OF CHANGES:**

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms, features and benefits offered on the Card including, without limitation to, changes which affect interest charges or rates and methods of calculation at any time. The Cardholder shall be liable for all charges incurred and all other obligations under these revised Terms until all amounts under the Card are repaid in full. ICICI Bank may communicate the amended Terms by hosting the same on the ICICI Bank's website or in any other manner as decided by ICICI Bank from time to time. The Customer shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on ICICI Bank's website. In the event the Cardholder, as a consequence of the change in the Terms, desires to discontinue the Card he may do so within a period of two months from the date of communication/ uploading of the amended Terms on the ICICI Bank's website. However, he shall be deemed to have accepted the amended Terms by continuing to use the Card post notification of such amended Terms. Any change in the Terms and Conditions shall be communicated to the Cardholder, in the manner as aforesaid, one month prior to the date of their implementation.

## ANNEXURE IV

Applicable tariff to be changed from time to time

Joining Fee	₹ 1999 + 18% GST for Sapphiro Business Debit Card
Annual Fee (From 2 <sup>nd</sup> year onwards)	₹ 1999 + 18% GST for Sapphiro Business Debit Card
Card Replacement Fee	₹ 200 + 18% GST as applicable
ATM cash withdrawal charges from non-ICICI Bank ATM**	Up to 5 transactions((inclusive of financial and non-financial) in a month free and from 6th transaction onwards Rs. 18 + 18% GST as applicable
ATM withdrawal charges from ATMs outside India	Rs.125 + 3.5% currency conversion charges + 18% GST as applicable
Balance enquiry charges from ATMs outside India	Rs.25 + 18% GST as applicable
Merchant transactions abroad	3.5% currency conversion charge + 18% GST as applicable.

- \* Kindly note that the annual fees may be varied for certain Savings Accounts as per the sole discretion of ICICI Bank. Kindly refer to Savings Account section on [www.icicibank.com](http://www.icicibank.com) to check the charges applicable on your Debit Card
- \*\* Kindly note that for Business Banking Debit Card, all cash withdrawals Transactions at non-ICICI Bank ATMs are chargeable – Rs. 21 + 18% GST as applicable

For details of banks in this network, please refer to [www.icicibank.com](http://www.icicibank.com)

**Disclaimer:**

"ICICI Bank may, at its sole discretion, utilize the services of external service provider/s or agent/s and on such terms as required or necessary, in relation to its products/services."

