

## Terms and Conditions for ICICI Bank HPCL Coral Credit Card

Last updated on September 10, 2024

These Terms and Conditions (the 'Terms') apply to and regulate the ICICI Bank HPCL Coral 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 on [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 capitalised form, however not defined herein, shall have the meaning ascribed to them under the Primary Terms and Conditions.

### 1. DEFINITIONS

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

- a) 'Add-on Cardholder' means the family member of the Primary Cardholder who becomes a Cardholder by virtue of his/her relationship with the Primary Cardholder
- b) 'Anniversary Year' means the period of twelve months from the date of Credit Card issue and each twelve-month period thereafter
- c) 'Annual Fee' is the cost that is automatically charged to your Account for Credit Card usage during the relevant Anniversary Year
- d) 'Cardholders' mean Primary Cardholder and Add-on Cardholder collectively
- e) 'HPCL' means 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 Accounts sent by ICICI Bank to Cardholder(s) setting out the financial liabilities on that date
- h) 'Service Provider' shall refer to the third-party service provider with whom ICICI Bank has entered contractual arrangements, enabling such service provider to provide road-side assistance services to the Primary Cardholder
- i) 'Standard Terms' shall include these Terms and Primary Terms & Conditions

## 2. BENEFITS AND FEATURES

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

### A. Offers on fuel spends

- a. The Cardholder(s) are entitled to 2.5% cashback on fuel purchases, where such cashback shall be capped at ₹100 per month
- b. Minimum amount threshold is required to qualify for this cashback benefit i.e., ₹500
- c. Spends on fuel at HPCL fuel pumps using the Credit Card, qualify for cashback. The Credit Card used at HPCL outlets using any bank POS machine shall be considered while calculating the total spends. However, the benefit is applicable on spends at HPCL fuel pumps only
- d. The transactions eligible for cashback in the Statement cycle shall be tracked based on the posting date of the transaction(s). Transaction(s) that are carried out in the last 2 (two) days before the Statement generation, will receive cashback in the subsequent Statement cycle
- e. Spends on both the Primary and the Add-on Credit Card shall be considered, while calculating total spends on the Credit Card.
- f. 1% Savings on fuel surcharge shall be over and above the 2.5% cashback benefit
- g. Transactions carried out using your Credit Card at HPCL outlets using ICICI Bank POS Machine shall qualify for surcharge waiver
- h. Minimum amount threshold for surcharge waiver is ₹400 and maximum amount is ₹4000
- i. Transactions below ₹400 and above ₹4000 will not get the benefit of surcharge waiver.

### B. Annual Fee waiver

- a. Primary Cardholders 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 ₹50,000 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 on the Credit Card are less than ₹50,000 during an Anniversary Year, the Annual Fee applicable on the Credit Card for the subsequent year shall not get reversed
- c. Spends through Equated Monthly Instalment (EMI) transactions on the Credit Card shall not be included in the total spends calculation

c. ICICI Bank Reward Points earned on spends

- 2 ICICI Bank reward points on every ₹100 spent on all other retail spends [except fuel, utility (groceries, telecom, government, tax) and departmental store purchase]:

□ Category	□ Earn rate per ₹100
□ Domestic transactions	□ 2 ICICI Bank reward points
□ International transactions	□ 2 ICICI Bank reward points

- The Cardholder(s) shall qualify to earn ICICI Bank reward points upon fulfilling the qualifying retail spend 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
- The Cardholder(s) shall however not be entitled to earn ICICI Bank reward points on retail transactions that have been subsequently reversed.
- The Cardholder(s) shall qualify to earn 1 ICICI Bank reward point on every ₹100 spent on utility (groceries, telecom, government, tax) and departmental store transactions
- The following spends shall not be considered as qualifying spends for earning ICICI Bank reward points:
  - Cash Advance, including but not limited to such other transactions which may be considered as cash advance at the sole and absolute discretion of ICICI Bank
  - Fuel transactions carried out 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 with respect to the Credit Card
  - Joining fee and the 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 Rewards Account within 45 business days of Statement generation, as per the existing cycle, provided the Cardholder's Account is not delinquent or cancelled at the time of such credit
- Reward points generated on account of qualifying retail spend transactions undertaken by the Add-on Cardholder shall also be credited in the Primary Cardholder's ICICI Bank Rewards Account.

### 3. 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 & 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, 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).

### 4. TERMS AND CONDITIONS GOVERNING THE CREDIT CARDS

- I. This co-brand agreement includes revenue sharing between two parties as part of the terms agreed 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 ICICI Bank/third party products/services
- 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 associations 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 agency, local, state or federal, the validity or enforceability of the other provisions of the Terms shall not be affected
- VII. Images used in all the communications pertaining to the offers/benefits/promotions are for representation purpose only
- VIII. If the Cardholder(s) cease/s to be Cardholder(s) at any time during the existence 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 regarding 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 regarding 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 regarding the benefits accruing under the offers, shall be borne solely by the Cardholder(s). 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 such third parties provide services/offers
- 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, 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 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) with respect to any matter regarding 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 action by ICICI Bank in good and the Cardholder(s) shall indemnify and hold ICICI Bank harmless
- XXII. On the termination of this Credit Card programme, ICICI Bank may decide to either continue the Credit Card(s) with an alternate programme or replace such Credit Card(s) 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 regarding 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 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 third party default, 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/s to such mediation or conciliation), administered in accordance with the applicable mediation or conciliation rules of an independent Online Dispute Resolution institution listed on ICICI Bank Limited's website ('ODR Institutions').

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 appointment of the mediator or conciliator (whichever is earlier), then the claim or dispute shall be taken forward for adjudication by arbitration as per 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 as per the applicable arbitration rules of the ODR Institution. The seat of arbitration proceedings shall be in Mumbai. The applicable Indian Laws shall govern the arbitration proceedings. The procedural law of arbitration shall be based on the rules of the ODR Institution.