

Terms and Conditions of ICICI Bank VISA mChek Debit Card

These terms (the "Terms") apply to and regulate usage of VISA mChek debit card issued by ICICI Bank. These Terms are in addition to and not in derogation of the Terms and Conditions governing ICICI Bank Credit Cards Facilities, Terms and Conditions for ICICI Bank Debit Cards, Terms and Conditions governing Mobile Banking Services of ICICI Bank, Terms and condition governing ICICI Bank Phone Banking Services, Terms and Conditions governing ICICI Bank's Savings Account (hereinafter referred to as the "Primary Terms and Conditions"). In case of inconsistency between Primary Terms and Conditions and Terms, the Terms shall prevail. All capitalized terms used herein but not defined shall have the same meaning as prescribed under the Primary Terms and Condition.

1. Definition:

(a) "Primary Card Member" or "Cardholder" or "Card Member" shall mean the person to whom VISA mChek Debit Card has been issued by ICICI Bank and who holds Account with ICICI Bank .

(b) "VISA mChek Debit Card" or "VISA mChek Card" shall mean an additional debit card issued to the Primary Card Member on his / her existing ICICI Bank's Debit Card . The VISA mChek Debit Card shall be created and stored, as an electronic image, on the registered mobile phone of the Primary Card Member. This mChek Card shall be created on the registered mobile phone of the Primary Card Member who has applied for VISA mChek facility provided by ICICI Bank. No physical plastic shall be issued for the mChek Card.

(c) "VISA mChek facility" shall mean the facility provided by "mChek" (mChek India Payment Systems Pvt. Ltd), governing usage of VISA mChek Card on registered mobile phone of the Primary Card Member for making payments and utilizing other services provided by ICICI Bank from time to time.

2. Applicability of Terms:

1. By applying and agreeing to avail the VISA mChek facility, the Card Member shall be deemed to have agreed to and accepted the Terms as are mentioned herein below.
2. The Card Member shall apply for availing VISA mChek facility provided by ICICI Bank in the manner as specified by ICICI Bank from time to time. The Card Member shall provide all requisite information / documents as are required for the purposes of the availing the VISA mChek facility. The providing of VISA mChek facility shall be at sole discretion of ICICI Bank. If the VISA mChek facility is provided by ICICI Bank to the Card Member, the VISA mChek Debit Card shall be sent to the registered mobile phone of the Card Member applying for VISA mChek facility. On receipt of the VISA mChek Card by the Card Member, the Card Member shall be required to acknowledge, consent and accept the VISA mChek Card in the manner specified by ICICI Bank. The VISA mChek Card shall be sent to the Card Member for acknowledgment, consent and acceptance for a maximum period of twenty one (21) days from the date of VISA mChek Card being set up.
3. In the event the Card Member is not able to successfully download the VISA mChek card on his / her mobile phone and/or the Card Member does not provide acknowledgment , consent and acceptance of the VISA mChek Card been sent to him / her, after the period of 21 days, ICICI Bank reserves the right to deactivate the mChek Card and/or terminate the VISA mChek

Facility without assigning any reasons and/or providing prior intimation to the Card Member. If the Card Member does not receive the VISA mChek Card within 15 days after applying for the Visa mChek facility , the Card Member can contact ICICI Bank call centre.

4. Since there is no physical delivery of the VISA mChek Card as there is no plastic being issued, the Card Member shall be required to accept the receipt of the VISA mChek Card by way of a return SMS from the mobile number to which the VISA mChek Card has been sent . Such return SMS received from the Card Member from his /her registered mobile number , shall be considered as sufficient proof of delivery of the VISA mchek Card as well as Card Member 's acknowledgement , consent and acceptance of the VISA mChek Card . However ICICI Bank reserves the right to specify / adopt any other mode / manner of sending VISA mChek Card including a telephonic confirmation taken on the registered mobile number on which the VISA mChek Card has been sent. Any such mode / manner so adopted by ICICI Bank shall also be considered as sufficient proof of delivery of the VISA mchek Card as well as Card Member 's acknowledgement , consent and acceptance of the VISA mChek Card.
5. After the Card Member has received VISA mChek Card on his / her registered mobile phone and provided an acknowledgement and acceptance of the same, the Card Member in order to activate the Card shall be required to create a 6 digit VISA mChek Personal Identification Number (the "PIN") which shall be within the sole knowledge and as per sole decision of the Card Member. This PIN provides access to the Account or Card Account of the Card Member held with ICICI Bank and is used for the purposes of availing the VISA mChek Facility and usage of VISA mCheck Card.
6. The Card Member accepts the sole responsibility for use, confidentiality and protection of the PIN. ICICI Bank is authorized by the Card Member to carry out the transactions and instructions given by the Card Member through usage of VISA mChek Card and authenticated by the PIN. 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 and Primary Terms and Conditions to maintain the security of the PIN. The Card Member shall not hold ICICI Bank liable in case of any improper/ fraudulent/ unauthorized/ duplicate/ erroneous use of the mChek Card and/or the PIN.
7. ICICI Bank shall also not be liable for any consequences, losses, costs, damages, whether direct or indirect, connected with the use / misuse of the VISA mChek Card by any third party due to the VISA mChek 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 or the Card Account, the Cardholder shall be responsible and shall indemnify ICICI Bank against any and all liability, costs or damages whether direct or indirect, arising out of such misuse / use by third parties based upon or relating to such access and use or otherwise.
8. If VISA mCheck Card is lost or stolen (by way of losing the mobile handset or otherwise), the Cardholder may report the VISA mChek Card loss to any of ICICI Bank's 24-Hour Customer Care Centers or such other mode as may be acceptable to ICICI Bank and specified by ICICI Bank from time to time . ICICI Bank upon adequate verification will block the VISA mCheck Card for further use and terminate all facilities in relation thereto and shall not be liable for any inconvenience caused to the Cardholder.

9. The Card Member may call ICICI Bank 24 hour Customer Care Centre with respect to any assistance related to usage of VISA mChek Cards. For certain calls which cannot be serviced by ICICI Bank, the Card Member shall be required call their respective Mobile Service Provider Call Centre in relation to that service. The call types which would be handled at ICICI Bank Call Centre are:
 - i. Request for VISA mChek Card
 - ii. Request for blocking and re-issue of VISA mChek Card incase of handset change, handset loss, mobile number change, and SIM change.
 - iii. Request for VISA mChek Card re-activation (incase of forgot PIN/wrong PIN entry three times on mChek application)
 - iv. Product Information related queries.
10. ICICI Bank reserves the right to charge and recover from the Cardholder, service charge for providing the VISA mChek Facility. The Cardholder hereby authorizes ICICI Bank to recover the service charge by debiting one of the Accounts or Card Account of the Cardholder or by sending a bill to the Cardholder who will be liable to make the payment within the specified period. Failure to do so shall result in recovery of the service charge by ICICI Bank in a manner as ICICI Bank may deem fit along with such interest, if any, and/or suspension of the VISA mChek Facility without any liability to ICICI Bank.
11. The Cardholder may discontinue / terminate the VISA mChek Card anytime by sending an SMS "MCHEK UNSUBSCRIBE" or "STOP MCHEK" to 121 and / or through any other manner as may be specified by ICICI Bank from time to time. The Cardholder shall be required to enter his /her PIN for authentication purposes. Cancellation of VISA mChek Card shall be subject to such terms as may be specified to the Cardholder including but not limited to Terms and Primary Terms and Conditions. The Cardholder shall continue to be held accountable for all Transaction/s and any fees or charges incidental to the use of VISA mCheck Card until the time the Bank terminates / deactivates the VISA mChek Facility.
12. If the mobile phone hand set or SIM carrying the VISA mCheck Card is lost or stolen or in case of any unauthorized transaction, the Cardholder must immediately report the loss/theft to ICICI Bank's 24 hour Customer Care Center or such other mode as may be acceptable to ICICI Bank. ICICI Bank shall not be responsible for any loss arising out of any such disputed, unauthorized transactions.

Withdrawal/ Termination by ICICI Bank:

13. ICICI Bank, at its sole discretion, reserves the right to, either temporarily or permanently, withdraw any select privileges/ benefits that are available on VISA mCheck Card and/or to terminate the VISA mChek facility at any time with/without giving any prior notice or assigning any reason to the Cardholder thereof. In case of a temporary withdrawal, the privileges may be reinstated by ICICI Bank at its sole discretion. In case of a permanent withdrawal, ICICI Bank has a right to refuse membership to the Cardholder. However, it is made distinctly clear that withdrawal (temporary or permanent) shall constitute automatic withdrawal of all attendant benefits, privileges and services attached to the VISA mChek Card. In the event of such temporary or permanent withdrawal, the Cardholder shall continue to be fully liable for all charges incurred on the VISA mChek Card prior to such withdrawal, together with all other applicable charges thereon, unless otherwise specified by ICICI Bank.

14. If the Card Member changes his /her registered mobile phone the Card Member shall be required to cancel the VISA mChek Card by calling up the ICICI Bank Call Centre and request for a new VISA mChek Card.
15. Use of VISA mChek Facility shall be restricted within such Purchase Limit(s) as have been agreed on to by the Cardholder. The VISA mChek Facility shall be used for authorized expenditure/s of the Cardholder only and within the prescribed limit.