

## TERMS AND CONDITIONS FOR TRAVEL CARDS

The following terms and conditions ("Terms and Conditions") apply to the ICICI Bank Travel Card facility provided by ICICI Bank Limited.

### DEFINITIONS:

In these Terms and Conditions, the following words have the meanings set out hereunder, unless the context indicates otherwise.

1. **"ATM"** means an automatic teller machine/terminal displaying either, in case of Visa enabled Cards, VISA Electron, Plus Logo or VISA Flag or in case of Master Card enabled Card, "MasterCard" or "Maestro" or "Cirrus" logo for effecting cash withdrawals, at which, inter alia, the Card may be used for the purpose of withdrawing Travel Funds.
2. **"Card"** means the ICICI Bank Travel Card issued to the Cardholder.
3. **"Cardholder"** means such customer of ICICI Bank to whom the Card has been issued pursuant to an application by such person, and who is authorized to hold the Card.
4. **"ICICI Bank"** means and refers to ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.
5. **"ICICI Bank ATM"** means an ATM owned and managed by ICICI Bank and displaying ICICI Bank Logo and where, inter alia, the PIN may be changed.
6. **"Merchant Establishments"** shall mean such establishments wherever located which honour and accept Cards.
7. **"PIN"** means the Personal Identification Number as provided to the Cardholder by ICICI Bank, for use with and in relation to the Card in terms hereof.
8. **"POS Terminal"** shall mean point of sale electronic terminals at Merchant Establishments whether in India or overseas, capable of processing Transactions and at which, amongst other things, the Cardholder can use his Travel Funds to make purchases.
9. **"Shared Network"** shall mean ATMs which are not owned by ICICI Bank but which accept Cards issued by ICICI Bank.
10. **"Transactions"** shall mean cash withdrawals from the ATMs and / or purchases made at the Merchant Establishments through the use of the Card.
11. **"Travel Funds"** shall mean the amount of currency purchased from ICICI Bank or authorized money changer and loaded onto the Card by the Cardholder and any additional currency that may subsequently be purchased by the Cardholder (not including any sales commission or fees paid to such person/s, as are authorized by ICICI Bank so to do, from whom the Card was purchased) less any amounts previously spent

and any applicable fees charges, conversion fees and other expenses incurred in connection with the use or possession of the Card.

**ELIGIBILITY FOR THE CARD, MANNER OF APPLYING/OBTAINING THE CARD, CONDITIONS OF ISSUE OF THE CARD:**

1. Any Indian National or an Indian Body Corporate may apply for the issuance of the Card through any ICICI Bank Branch or select money changers in India.
2. The issuance of the Card is subject to compliance by the Card applicant of the provisions of applicable laws (including the Foreign Exchange Management Act, 1999), rules, regulations and directions as issued by the Reserve Bank of India or other appropriate authority under any law in force from time to time.
3. The applicant for the Card will be required to complete and submit a duly signed application form as required by ICICI Bank and further submit all such documents as may be necessary or required by ICICI Bank.
4. The validity period of the Card shall be 60 months from the date of issue on the Card. Subject to all the conditions being satisfied, the Card shall be activated within a period of 24 hours of receipt of cash and other requisite documents from the Cardholder. The minimum amount of Travel Funds to be loaded onto the Card shall be USD 200 or as otherwise specified by ICICI Bank.
5. Upon issuance of the Card the Cardholder shall sign on the reverse of the Card. The Card, as may be issued by ICICI Bank to an applicant, is the property of ICICI Bank and is not transferable and will be honoured at Merchant Establishments only when the Card bears the signature of the Cardholder on the reverse and upon presentment at a Merchant Establishment by the Cardholder.
6. Upon issuance of the Card, ICICI Bank shall endeavour to send an SMS ("SMS" for the purpose of this clause shall mean and include customized messages sent to the Cardholder over his mobile phone number, given by him in the application form as short messaging service) to the Cardholder confirming the amount of Travel Funds loaded onto the Card. ICICI Bank may withdraw such facility at any time as it may deem fit.

**USE OF THE CARD:**

1. The Card may be used to access Travel Funds at any ATM worldwide which accepts such Cards. To withdraw the Travel Funds, the Cardholder will need to insert the Card into the ATM, enter the PIN and the amount of desired Travel Funds. The Card should be retrieved upon such usage.
2. The Cardholder may also use the Card to pay for charges incurred at Merchant Establishments, except in India, Nepal and Bhutan, subject to the condition that ICICI Bank and the Merchant Establishments may reject the use of the Card for any reason whatsoever. The amount of each purchase made through the use of the Card or withdrawal of the Travel Funds will be debited immediately from the Travel Funds of the Cardholder. In the event that there are insufficient Travel Funds to honour the requested Transaction, the Transaction will not be honoured.

3. The Cardholder may surrender the Card at any point in time and obtain refund of the balance of the Travel Funds, by filling up a refund form, as prescribed by ICICI Bank, along with copy of the Cardholder's passport, the Card and such other documents as ICICI Bank may require. The refund shall be made in India rupees only.
4. Use of the Card at any unauthorized location or for any purpose other than as stated under these Terms and conditions is strictly prohibited and may result in cancellation of the Card by ICICI Bank. Currently, the Card cannot be used for making payments towards foreign currency transaction in India, Nepal and Bhutan. ICICI Bank will not be liable for any loss, direct or indirect, that may be suffered by the Cardholder as a result of any unauthorized use or cancellation of the Card.
5. The Card enables the Cardholder to obtain the Travel Funds in cash by withdrawal from ATMs and/or ascertain information as to the balance/s on the Card at ATMs (whether of ICICI Bank or a Shared Network) or make payments at Merchant Establishments through POS terminals. Cash withdrawn at an ATM outside India with the Card, shall be in a currency as permitted by the Shared Network which owns/operates the ATM at which the withdrawals are made. The equivalent in the currency in which the Cardmember's Account is held, subject to any additional processing charges, conversion charges or any other fees, if any charged as per VISA international/ Master Card regulations in connection with such Transactions, will be debited by ICICI Bank to the Travel Funds of the Cardholder.
6. The Cardholders may also avail of emergency, medical and travel assistance and such other services as specified by ICICI Bank from time to time. Such services may be withdrawn, discontinued, cancelled, suspended and/or terminated by ICICI Bank at any time in its sole discretion.
7. **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.**

#### **LIMITS ON USE OF THE CARD:**

1. ICICI Bank reserves the right to limit or reduce the amount of Travel Funds that may be used through the use of the Card per day or over a specified period, for effecting any Transaction. In addition, ATMs, Shared Networks and/or Merchant Establishments may also limit or restrict the number of Transactions that may be effected through use of the Card. These limitations will vary for every ATM, Shared Network and / or Merchant Establishment.

ICICI Bank shall not be responsible for either ascertaining, or notifying the Cardholder as to such limits/restrictions and shall not be liable for any loss suffered by the Cardholder due to these restrictions, limitations or to a lack of uniformity between transactions requested at ATMs, Shared Networks and/or Merchant Establishments.

2. ICICI Bank shall pay no interest, compensation or any benefit/bonus to the Cardholder in connection with the Travel Funds, and the Travel Funds do not constitute a deposit by the Cardholder with ICICI Bank (or with any other person) nor do they entitle the Cardholder to any Overdraft/Credit facility.

**INSURANCE:**

The Cardholders shall be provided the benefit of ICICI Lombard General Insurance Company Limited Comprehensive Travel Insurance & Air Accident Insurance Cover (collectively referred to as "Insurance Cover") free of any cost along with the Travel Card. The Insurance Cover shall lapse upon expiration or cancellation of the Travel Card by the Cardholder or ICICI Bank, as the case may be. All the claims arising under the Insurance Cover shall be directly referred to and handled by ICICI Lombard General Insurance Company Limited and ICICI Bank shall not be responsible for and any claims arising under the Insurance Cover. Such Insurance cover shall be subjected to the terms and conditions provided in this regard by ICICI Lombard General Insurance Company. For availing of the insurance benefit, the following conditions must be fulfilled:

1. Age for claiming under the pa air cover is 69 years .
2. For missing connectivity Applicable, the claim is available, if there is no international flight in the next 6 hours after late arrival by an international flight on an international airline.
3. For air accident insurance, the air tickets have to be bought using the Travel card.

**RELOADING THE CARD:**

1. Upon exhaustion of the Travel Funds loaded on the Card, the Cardholder can reload Travel Funds onto the Card from any moneychanger or ICICI Bank branch, subject to the compliance of all applicable laws, rules and regulations in force from time to time. In the event that the Cardholder wishes to reload the Card, ICICI Bank reserves the right to:

- (a) limit the amount of Travel Funds that can be reloaded onto the Card;
- (b) limit the number of times the Travel Funds can be reloaded onto the Card;
- (c) Decline a reload transaction, at its sole discretion.

For the purpose of reloading the Card, Cardholder is required to complete and submit a form and provide certain information pertaining to the Cardholder/the Card, as may be required by ICICI Bank. The Travel Funds shall be reloaded in same currency in which the Card was originally issued. Amount of reload shall be in strict accordance to the limits specified by the applicable laws, rules and regulations in force from time to time.

**MAXIMUM SPENDING LIMIT:**

Any Card issued to individual Cardholders and corporate travellers will be subject to a maximum spending limit as specified by ICICI Bank from time to time, subject to Reserve Bank of India guidelines and the applicable laws, rules and regulations in force from time to time.

**PROHIBITION ON OBTAINING MULTIPLE CARDS**

No individuals can apply for or obtain multiple Cards. In the event the Cardholder has obtained the Card at previous occasions, at any given point in time, the last of such Card as issued to the Cardholder shall be valid and active, unless cancelled or terminated by ICICI Bank.

**PERSONAL IDENTIFICATION NUMBER**

To enable the Cardholder to use the Card, PIN will be issued to the Cardholder by ICICI Bank, which would be provided/enclosed with the Card. In case of re-dispatch request of PIN, unless otherwise determined by ICICI Bank as to the mode of delivery of the PIN, the PIN shall be mailed to the Cardholder (at such address as has been specified in the

application form for the Card) in a sealed envelope. If in case the envelope is not in a sealed condition, or the Cardholder finds it tampered with, the Cardholder should not use the PIN, and should immediately inform ICICI Bank customer care centre or such other number as ICICI Bank may specify from time to time. Upon receipt of such intimation from the Cardholder, ICICI Bank shall block the PIN and regenerate a new PIN and mail the same to the Cardholder.

The PIN, as received (in a sealed envelope, and which has not been tampered with) may be used at any ATM or Shared Network, or may be changed by the Cardholder at an ICICI Bank ATM. If a Transaction has been conducted by using the PIN, it shall be deemed that the Transactions conducted or instructions given shall be by the Cardholder.

#### **COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS:**

1. Utilization and/or possession of the Card by the Cardholder is required to be in accordance with the applicable laws (including the Exchange Control/Foreign Exchange Management Act of India), rules, regulations and directions as issued by the Reserve Bank of India or other appropriate authority under any law in force from time to time. In addition the use of the Card shall be subject to such restrictions/limitations under the applicable laws, rules and regulations from time to time in the country where the Card is used.
2. The Cardholder shall be solely responsible to the concerned authorities in event of any violation of the applicable laws, rules and regulations in force from time to time. ICICI Bank will not be liable for any direct, indirect or consequential loss or damage, arising from or related to the non-compliance by Cardholder with the applicable laws, rules and regulations in force from time to time.
3. The Cardholder hereby indemnifies and agrees to hold ICICI Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.
4. In case the Card is cancelled (or its use suspended), whether on account of non-compliance with the applicable laws, rules and regulations in force from time to time or otherwise. ICICI Bank will not be responsible for any use/attempted use of the Card, resulting in the Card being dishonoured or otherwise. The risk of honouring of a Card that is cancelled (and/or suspended) on its presentment is of such person and/or of the Cardholder in the individual capacity.

#### **RECORDS AND STATEMENTS OF THE TRANSACTIONS:**

1. When the Cardholder completes a transaction through an ATM or Shared Network and/or Merchant Establishment, the Cardholder shall ensure that the Cardholder obtains and verifies any receipts / record received, if any, through such ATM or Shared Network and/or Merchant Establishment. Such receipts/record, may show the balance Travel Funds when the Card is used at such ATM, Shared Network and/or Merchant Establishment. The Cardholder may also get information regarding the balance Travel Funds available, by calling up ICICI Bank customer care centre.
2. An email statement of the monthly transactions can be obtained by the Cardholder by subscribing to this facility by calling ICICI Bank customer care centre, and activating/lodging a request for the same, which request shall be

processed at the earliest possible time, subject that ICICI Bank shall not be responsible for any delay or non-receipt of such monthly transaction statement, or for integrity of the contents, post its due dispatch by ICICI Bank or for any viruses or the like in the email sent.

## **ERRORS, QUESTIONS OR COMPLAINTS**

1. The Cardholder may call ICICI Bank customer care centre, in event of any queries or complaints in connection with the Card or the monthly statements etc. Alternatively, the Cardholder may email ICICI Bank at : [customer.care@icicibank.com](mailto:customer.care@icicibank.com). Further, in case of complaints, the Cardholder should provide sufficient and correct details in writing to ICICI Bank in order to enable ICICI Bank to investigate and respond on the complaint or query appropriately.
2. The following information shall be provided in such correspondence:
  - (i) Name, address and Card number of the Cardholder
  - (ii) A detailed description of the Transaction and/or the complaint (including the date of the transaction and the location of the ATM/Merchant Establishment) and the basis or reason for the Cardholder to dispute the Transaction or raise a query or complaint; and
  - (iii) The Transaction amount

In event any further information/document is required by ICICI Bank for investigation or resolution of the matter, the Cardholder hereby agrees to provide the same.

Where an inquiry is not settled to the satisfaction of the Cardholder, ICICI Bank may advise the Cardholder in writing or otherwise of the results of its investigation and/or the manner of resolution, if any, of the complaint.

## **SECURITY OF THE CARD AND PIN:**

1.The Cardholder shall maintain the confidentiality, safety and security of PIN, and note that the failure to observe confidentiality, safety or security of the PIN can result in the Cardholder incurring liability on the Card. The Cardholder shall ensure that the Cardholder does not reveal his PIN to anyone and takes all precautions to prevent anyone else seeing his PIN being entered in an ATM or POS Terminal. It is recommended that the Cardholder memorizes his PIN and does not maintain any written record of the same, least it becomes accessible to any third person.

2.In the event the Cardholder fails to observe security of the Card and PIN, the Cardholder may have to bear any losses suffered (including loss of all or part of the Travel Funds) as a result of unauthorized use of the Card. ICICI Bank recommends that the Cardholder to observe/adopt the following precautions in addition to such other measures as the Cardholder may deem appropriate to protect the PIN:

- (i) The Cardholder should not disclose the PIN to anyone.
- (ii) The Cardholder should use due care in preventing anyone seeing the PIN when it is being entered in the ATM.
- (iii) The Cardholder should memorise the PIN and then destroy any record of it, and not maintain the same in writing anywhere to prevent its access by any third person/ party.
- (iv) The Cardholder should not write or otherwise indicate the PIN on the Card.

(v) The Cardholder should not keep a record of the PIN in any easily recognizable form on any item normally carried with or stored with the Card that could lead to loss or theft of the same simultaneously with the Card.

(vi) The Cardholder should not carry the PIN with the Card or record it elsewhere even if the same has been disguised.

The above recommendations are not intended to be exhaustive.

In case of any loss arising even though such precautions (or other measures) have been observed/adopted by the Cardholder, the liability of such loss shall be only that of the Cardholder.

### **LOST OR STOLEN CARD OR PIN**

1. The Cardholder should inform ICICI Bank at the ICICI Bank customer care centre immediately if the Cardholder believes that the Card or PIN has been misused, lost or stolen or the PIN has become known to any person whom the Cardholder believes may misuse the same. This obligation to inform shall also operate in respect of any measures adopted by the Cardholder, in line with the recommendations above or of any other measures adopted for safeguarding the PIN being compromised.

2. On receipt of intimation from the Cardholder, ICICI Bank customer care centre would attempt to block the conduct of further Transactions requested through the use of the Card and attempt to prevent the further use of the lost, stolen or damaged Card(s). ICICI Bank customer care centre will assist the Cardholder in replacing the lost, stolen or damaged Card. The Cardholder shall pay replacement charges for the Card as directed by ICICI Bank. ICICI Bank may take such steps to replace or re-issue the Card originally purchased, as deemed fit by ICICI Bank subject to the Cardholder complying with such conditions that ICICI Bank specifies. After blocking of Card and the PIN, the Card cannot be used by the Cardholder again, even if the Cardholder subsequently finds the same. After blocking the Card, no refund shall be allowed on the Card, however it is provided that upon replacement of the Card, the Cardholder may request ICICI Bank to refund the balance on the Card subject to other provisions hereof.

### **LIABILITY OF THE CARDHOLDER FOR UNAUTHORIZED TRANSACTIONS THROUGH THE CARD:**

The Cardholder shall bear all losses resulting from the use of the Card which also includes the situations where purportedly unauthorized transactions have been effected through the use of the Card and/or the PIN or the situations where purportedly misuse, loss and/or of the Card and/or the PIN has occurred, and such liability continues until: (i) notification to ICICI Bank has been given of such unauthorized transactions having been effected through use of the Card and/or the PIN, and (ii) ICICI Bank blocks the further use of the Card and/or the PIN successfully.

Such situations could include:

A. Lack of proper safeguard of the Card and/or the PIN, including on account of the Cardholder

- Having written or otherwise indicated the PIN on the Card.
- Having written or otherwise indicated the PIN on any article normally carried with or stored with the Card in any recognizable form,
- Having voluntarily disclosed the PIN to any person, or
- Having failed to maintain the security of the PIN for any reason whatsoever (and even though the recommended precautions (or other measures) may have been observed/adopted by the Cardholder)

B. Delayed notification of misuse, loss, or theft of the Card and/or the PIN, including on account of the Cardholder:

- Not notifying ICICI Bank promptly upon coming to know or becoming aware of the misuse, loss or theft of the Card and/or the PIN. Or
  - Not notifying ICICI Bank promptly upon coming to know or becoming aware that the PIN has become known to any person or upon coming to know or becoming aware that any of the measures adopted by the Cardholder (in line with the recommendation above or of any other measures adopted for safeguarding the PIN) have being compromised.
- ICICI Bank shall bear no liability from such unauthorized transactions having been effected through use of the Card and/or the PIN, or the Card and/or the PIN having been otherwise misused, lost, or stolen.

### **RECEIPT OF FUNDS IN EXCESS OF THE TRAVEL FUNDS THAT WERE TO BE LOADED**

If the Cardholder has received funds in excess of the Travel Funds, the Cardholder agrees to promptly repay ICICI Bank any such funds upon such terms and conditions as ICICI Bank may specify. If ICICI Bank has grounds to believe that the Cardholder has received funds in excess of the Travel Funds requested by the Cardholder, due to any reason whatsoever (including the malfunction of an ATM, POS or other equipment, or ICICI Bank system) ICICI Bank will notify the same to the Cardholder and will deduct the excess funds received by the Cardholder from the Travel Funds upon such terms and conditions as ICICI Bank may specify. ICICI Bank further reserves the right to recover such excess funds from any account of the Cardholder maintained with itself or any of its group companies, whether such account be a joint account or a sole account or otherwise, or and/or the right to require the Cardholder upon notification to immediately make payment of such excess funds, upon such terms and conditions as ICICI Bank may specify. In the event a demand or claim for settlement of outstanding dues/funds received in excess of Travel Funds from the Cardholder is made either by ICICI Bank or any person acting on behalf of ICICI Bank, the Cardholder shall pay to ICICI Bank unconditionally the entire amount outstanding on the Card and/or the funds received in excess of the Travel Funds. Nothing in these terms and conditions shall affect ICICI Bank's right of lien, set-off, transfer and application of monies at law or pursuant to any other agreement from time subsisting between ICICI Bank and Cardholder.

### **DISPUTES**

Any charge slip or other payment requisition signed by the Cardholder and received from a Merchant Establishment for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was properly incurred by the Cardholder by the use of the Card except for such charge slips or other payment requisitions which have been signed on a date subsequent to the Cardholder's notification to ICICI Bank as to an unauthorized Transactions having been effected through use of the Card and/or the PIN having been otherwise misused, lost, or stolen, and ICICI Bank having successfully blocked such Card and/or PIN.

Should the Cardholder choose to disagree with a charge / amount indicated in his statement, where the Cardholder has opted to receive periodical statement pertaining to the Card, the same should be communicated to ICICI Bank within 30 (thirty) days of receipt of the statement, failing which it would be construed that all charges / amount and the statement are entirely in order and acceptable to the Cardholder. In any other case, if the Cardholder believes that any amount has been erroneously debited to the Travel Funds, the Cardholder should forthwith notify the same to ICICI Bank. On receipt of such information, ICICI Bank may reverse the charges on a temporary basis and in such event ICICI Bank shall be entitled to block on the Travel Card an amount equal to the amount temporarily reversed. The amount so blocked shall not be available to the Cardholder until investigation and resolution of the disparity by ICICI Bank is completed.

If on completion of subsequent investigation, ICICI Bank is satisfied that the charge was correctly debited to the Cardholder's Travel Funds. ICICI Bank will reinstate the charge alongwith any fee or other amount in a subsequent statement.

**NO REPRESENTATION, WARRANTY, ETC., FROM ICICI BANK AS TO QUALITY OF GOODS AND SERVICE, ETC.**

ICICI Bank does not make any representation and/or warranty to the Cardholder (or any person claiming by or under the Cardholder) or otherwise assure the Cardholder (or any person claiming by or under the Cardholder) about the quality of the goods purchased/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the Card with/at any person including the Merchant Establishment/s or for any delay in delivery of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s.

Disputes or claims in connection with the quality of the goods purchased/hired/proposed to be purchased/hired or otherwise and/or of services availed of/proposed to be availed of by use of the card with/at person including the Merchant Establishment/s or for any delay in deliver of the goods/services, non-delivery of goods/services, or receipt of defective/sub-standard goods/services by use of the Card with/at any person including the Merchant Establishment/s must be mutually resolved by the Cardholder (or any person claiming by or under the Cardholder) with such person/Merchant Establishments without reference to ICICI Bank.

**DISCLAIMER OF ICICI BANK IN RESPECT OF EMERGENCY MEDICAL AND TRAVEL ASSISTANCE AND OTHER SERVICES.**

ICICI Bank will not be responsible for the services provided or for any delay in delivery of the services, non-delivery of service, or receipt of defective/substandard services by the service providers of such emergency medical and travel assistance and concierge with the Card and further, ICICI Bank shall not be liable for any actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses incurred by the Cardholder on account of the quality of service provided or for any delay in delivery of the services, non-delivery of services, or receipt of defective/substandard services.

These emergency medical and travel assistance and other services are not presently available in India, Nepal and Bhutan. These emergency medical and travel assistance and other services are not transferable and are available only to the Cardholder. The service providers reserve the right to conduct an identity verification prior to providing these services.

Wherever applicable, the applicable costs, charges and fees for such emergency medical and travel assistance and other services will be informed to the Cardholder prior to the Cardholder availing of such service/s and thereafter deducted from the Travel Funds. In the event rendering of any emergency medical and travel assistance and other services entailing payment that the service provider is required to make, such provision of services/making of payment for such services is subject to service provider first recovering payment from the Cardholder through the Cardholder's card or from the Cardholder's family. Service provider shall ensure that Cardholders who call in for these services are duly informed that the Cardholder is solely liable for all third party expenses in connection with the services. ICICI Bank or service provider shall not be responsible for any costs, charges, fees and/or expenses levied/charged by any third party, which shall be solely the Cardholder's responsibility.

**CARDHOLDER'S INDEMNIFICATION OBLIGATION**

In consideration of ICICI Bank providing the Cardholder with the Card and related facilities, the Cardholder hereby agrees to indemnify and keep ICICI Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, personal injury, costs (including legal 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: (i) providing the Cardholder the said facility of the Card (ii) the negligence, mistake or misconduct of the Cardholder (directly or indirectly) (iii) breach or non-compliance of these terms and conditions (iv) fraud or dishonesty relating to any Transaction by the Cardholder or his employee or agents (v) and ATM/POS machine error or failure or other mechanical/system error/failure (vi) collection of all money due and payable (including applicable costs, charges and fees) by the Cardholder, and/or (vii) misplacement by the courier or loss-in-transit of the Card and/or PIN.

Additionally, as stated earlier, the Cardholder has also agreed to indemnify and agreed to hold ICICI Bank indemnified against all actions, claims and costs, charges and expenses arising out of or as a consequence of the Cardholder not complying with the applicable laws, rules and regulations in force from time to time.

#### **EXCLUSION OF LIABILITY OF ICICI BANK:**

ICICI Bank shall be under no liability whatsoever to the Cardholder in respect of all actions, claims, demands, proceedings, losses, damages, personal injury (including actual or perceived loss of reputation, defamation or the like), costs, charges and expenses whatsoever arising directly or indirectly out of: (i) any use of the Card and/or PIN; (ii) the refusal by any person or Merchant Establishments in honouring or accepting the Card, (iii) any ATMs/ POS terminals that malfunctions or is otherwise out of order, and whether resulting in such terminal not accepting the Card and/or PIN or otherwise; (iv) misuse or fraudulent use of the Card by any person including the Cardholder; (v) any statement made by any person requesting to a surrender/cancellation of the Card or any act performed by any person in conjunction thereto; (vi) handing over of the Card by the Cardholder to a person other than the designated employees of ICICI Bank at ICICI Bank's premises; (vii) the exercise by ICICI Bank of its right to demand and procure the surrender of the Card prior to the expiry date stated on its face, whether such demand and surrender is made and/or procured by ICICI Bank or by any other person or ATMs/POS terminals; (viii) the exercise by ICICI Bank of its right to terminate any Card; (ix) the re-possession/cancellation of the Card and/or request for its return; (x) any mis-statement, mis-representation, error or omission in any details disclosed to ICICI Bank; (xi) decline of processing of the Card and/or PIN due to such Card exceeding foreign exchange entitlements, (xii) In the event a demand or claim for settlement of outstanding dues/funds received in excess of the Travel Funds from the Cardholder is made either by ICICI Bank or any person acting on behalf of ICICI Bank; (xiii) Communication sent by any means of communication including by facsimile machines, Internet, ATMs/POS terminals, payment systems, or any other method over public and/or private lines that may not be encrypted, and which may involve the risk of possible unauthorized alteration and/or unauthorized use of communication, or (xiv) upon terminating, suspending, blocking or declining of the use of the card and/or access to the Travel Funds, inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Travel Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

## **COSTS, CHARGES AND FEES**

The Cardholder hereby agrees and acknowledges that all applicable costs, charges and fees in connection with the issue or usage of the Card can be deducted automatically from the Cardholder's Travel Funds. The details of the costs, charges and fees as currently in force are available in the welcome letter addressed to the Cardholder or as specified in the Schedule of Charges, whichever is applicable. Such costs, charges and fees are subject to change by ICICI Bank from time to time, and the latest applicable costs, charges and fees can be ascertained by calling ICICI Call Centre. The change in the charges would also be displayed on [www.icicibank.com](http://www.icicibank.com)

The costs, charges and fees include withdrawal fee and currency conversion rate and could include further/additional costs/fees or otherwise as required by third parties (as illustrated below):

Withdrawal Fee is applicable and will be deducted from the Travel Funds for each withdrawal made by the cardholder from an ATM. Additionally, costs/charges/fees or otherwise as assessed and made applicable by the owners/operators of the Shared Network would also be applicable and will be deducted from the Travel Funds for each withdrawal from an ATM comprised in a Shared Network. If the Cardholder obtains Travel Funds in a currency other than the currency in which the Card was issued, the conversion rate will stand increased by an additional 3.5% plus applicable service tax (or such higher/other rate as ICICI Bank may specify from time to time), and which will be deducted from the Travel Funds. Such rate may be altered or modified by ICICI Bank, without the consent of the Cardholder and such that altered or modified shall also become applicable and will be deducted from the Travel Funds. The details of the conversion rate are specified in the clause entitled 'Currency Conversion Rates'.

In a situation that the Travel Funds are not sufficient to deduct such costs, charges and fees, ICICI Bank reserves the right to recover the same directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with ICICI Bank or its group companies, and further, to deny/decline or block conduct of any further Transactions through the use of the Card.

Any statutory levy including duties or taxes payable as a result of the use of the Card shall be to Cardholder's responsibility and if imposed on/recovered/sought to be recovered from ICICI Bank (either directly or indirectly), such statutory levy shall be deducted from the Travel Funds and/or recovered directly from the Cardholder and/or from any accounts (including joint accounts) maintained by the Cardholder with ICICI Bank or its group companies.

## **CURRENCY CONVERSION RATES**

In the event that Travel Funds are obtained in a currency other than the currency in respect of which the Card was issued (or subsequently changed), the Travel Funds will be converted to such new currency at the currency conversion rates. This would include the situation of the Cardholder obtaining Travel Funds from an ATM in a currency other than the currency in which the Card was issued (or subsequently changed).

The Currency conversion rate would be the amount that will be deducted from the Travel Funds for conversion from currency of the Card to the new currency as per VISA International/ Master Card policy and procedures in force at the time that such a Transaction is processed.

Currently, for Visa enabled Cards, the Visa International policy and procedures inter alia provide that where the transaction is processed on the same day (by effecting of

withdrawal of Travel Funds or otherwise), the Currency conversion rate to be used is either:

- A wholesale market rate in effect the day before processing, or
- A government-mandated rate in effect the day before processing; which shall be increased in either case, by a fee established from time to time by Visa International. Currently, such fee is 1.5%.

Currently, for Master Card enabled Cards, the Master Card policy and procedures inter alia provide that where the transaction is processed on the same day (by effecting of withdrawal of Travel Funds or otherwise), the Currency conversion rate to be levied on each transaction shall be as specified by Master Card for that specific date of transaction.

As specified in an earlier section, ICICI Bank levies additional currency conversion rate/fees that are currently 3.5% (and can be such higher/other rate as ICICI Bank may specify from time to time), and which will be deducted from the Travel Funds. This is independent of the currency conversion rates/fees/costs/charges or otherwise as required by VISA International/ Master Card in terms of the above.

#### DISCLOSURES

The Cardholder acknowledges that the information on his/her usage of the Card facilities is exchanged amongst banks and financial entities that provide such facilities. Acceptance of an application for a Card is based on no adverse reports of the Cardholder's credit worthiness. ICICI Bank may report to other banks or financial entities any delinquencies in the Travel Card or withdrawal of the Cardholder's Travel Card facility. On receipt of adverse reports (relating to credit worthiness of the Cardholder or his/ her family members), ICICI Bank may, after 15 days prior notice in writing, cancel the Travel Card, whereupon the entire outstanding balance in connection with the Travel Card as well as any further charges incurred by use of the Travel Card, though not yet billed to the Travel Card, shall be immediately payable by the Cardholder. ICICI Bank shall not be obliged to disclose to the Cardholder the name of the bank or financial entity, from where it received or to which it disclosed information.

#### **RIGHT TO TERMINATE/ BLOCK/ DECLINE THE USAGE OF THE CARD/ACCESS TO THE TRAVEL FUNDS**

ICICI Bank reserves the right to terminate/block/decline the usage of the Card/access to the Travel Funds, temporarily or permanently, upon the occurrence of any of the following events: (i) failure to adhere to or comply with Terms herein; (ii) the Cardholder becoming subject to any bankruptcy, insolvency proceeding or proceedings or proceedings of a similar nature; (iv) demise of the Cardholder, (v) when it become necessary to determine whether any person is rightfully entitled to receive the Travel Funds/use the Card and/or for taking any other steps required by applicable law, rules and regulations or direction of any appropriate authority.

Notwithstanding anything contained herein, ICICI Bank may, at any time, without giving notice or reason, suspend or terminate all or any of services or their use by the Cardholder. All provisions of these terms and conditions which in order to give effect to their meaning will survive the suspension or termination of the services and/or the use of the services by the Cardholder, and shall remain in full force and effect after suspension or termination of the Card. Notwithstanding such suspension or termination, the Cardholder shall continue to be bound by these terms to the extent they relate to any obligations or liabilities of the Cardholder that remain to be performed or discharged.

## **GOVERNING LAW**

The laws of India govern these Terms and Conditions as also the use of the Card by the Cardholder subject however to the Cardholder being subject to applicable laws, rules, regulations of India or such other country occasioned by use of the Card outside India. The Parties hereby agree that any claim, legal action or proceeding arising out of these Terms and Conditions for the Card instituted by the Cardholder (and/or any persons claiming through or under the Cardholder) shall be brought in the courts or tribunals at Mumbai in India and the Parties shall irrevocably submit themselves to the jurisdiction of such courts and tribunals.

## **SEVERABILITY AND WAIVER**

Each of the provisions of these Terms and Conditions is severable and distinct from the others and if at any time, one or more of such provisions is or becomes illegal or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

No act, delay or omission by ICICI Bank shall affect its rights, powers and remedies under these Terms and Conditions or other further exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of other rights and remedies provided by law.

## **ASSIGNMENT**

The Cardholder acknowledges that ICICI Bank may assign, transfer or convey any or all its right and obligations in respect of the Travel Card to any third person as it may deem fit in its sole discretion without obtaining concurrence of the Cardholder.

## **MISCELLANEOUS**

ICICI Bank reserves the right to offer Cardholder certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. Notwithstanding anything contained, ICICI Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time with prior notice and without liability to the Cardholder. Any termination of Card membership, because of a violation of this agreement, shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to the Cardholder, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the nonperformance thereof, whether by ICICI Bank, or Merchant Establishment or any other third party.

ICICI Bank reserves the right to use the information provided by the Cardholder on his/her application and during surveys, information from external sources, including consumer reports, for marketing reports & activities carried out by ICICI Bank/Affiliates, ICICI Bank may use this information to develop mailing lists that may be used by companies with whom ICICI Bank shall work to develop marketing offers for the Cardholder.

ICICI Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Cardholder 30 days in advance of any such revisions/changes in any manner as deemed appropriate. The Card Member will be bound by such revisions/changes unless the Card is returned to ICICI Bank for cancellation before the date on which the revisions/changes are made.

In addition to the general right to set off or other right conferred by law or under any other agreement, ICICI Bank may, without notice, combine or consolidate the balance on

the Travel Card with any other account (s) which the Cardholder maintains with ICICI Bank and its Group Companies, and setoff or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Cardholder's liability to ICICI Bank under his/her Travel Card.

The Cardholder shall forthwith notify ICICI Bank of any change in his/her address for communication as stated in the application form for the Card. ICICI Bank reserves the right to change the cardholder's address in its records if such change in address comes to the notice of ICICI Bank. The responsibility shall be solely of the Cardholder to ensure that ICICI Bank has been informed of the correct address for communication, and ICICI Bank disclaims all liability in case of an incorrect address resulting in any loss or liability for the Cardholder.

The Cardholder agrees to adhere to and comply with all such terms and conditions as ICICI Bank or its Affiliates may prescribe from time to time for facilities/services availed of by the Cardholder and hereby agrees and confirms that all such transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of ICICI Bank or its Affiliates, for and in respect of such facilities/services offered, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the terms and conditions prescribed by ICICI Bank or its Affiliates for such facilities/services, as may be prescribed from time to time.

The Cardholder hereby agrees that in case the Cardholder commits a default in payment or repayment of principal amount of the Loan/financial/credit facility or interest/charges due thereon ICICI Bank Limited and/or its directors/partners/supplementary cardholders, as applicable, may report the Cardholder as defaulters in such manner and through such mediums as ICICI Bank Limited or RBI in their absolute discretion may think fit.

#### CHANGING THESE TERMS AND CONDITIONS

ICICI Bank reserves the right to change, at any time, these Terms and Conditions, features and benefits offered on the Travel Card including, without limitation to, changes which affect existing balances, charges or rates and methods of calculation. Such Changes shall be made by giving a prior notice of 30 days to the cardholder.

#### SCHEDULE OF CHARGES

Currency	ATM Usage Fees	
	Cash withdrawal at foreign ATMs	Balance enquiry at ATM Terminals
US Dollar card	\$1.50	\$0.50
Euro Card	≈1.50	≈0.50
GBP card	GBP 1.50	GBP 0.50
AUD Card	AUD 1.50	AUD 0.50
CAD Card	CAD 1.50	CAD 0.50
CHF Card	CHF 1.50	CHF 0.50

One time Card price - Rs 150

Reload Charges - Rs 100

Lost card replacement charges at foreign location - \$20

Lost Card replacement in India - \$3

Payments to merchants directly using Point of sale - Nil  
e-Commerce Transaction - Nil