



## Terms and Conditions

### TERMS AND CONDITIONS FOR FOREX PREPAID CARDS

(Last updated on: March 31, 2020) The following terms and conditions ("Terms and Conditions") apply to the ICICI Bank Forex Prepaid 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", "VISA Plus" or "Cirrus" logo, in case of Master Card enabled Card, displaying "MasterCard" or "Maestro" logo, and in case of American Express enabled Card, ATM displaying "American Express" 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 Forex Prepaid 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. "Forex Prepaid Card Balance" 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 Resident or a Foreign National or an Indian Body Corporate applicable according to the RBI guidelines may apply for the issuance of the Card through any ICICI Bank Branch or select money changers in India. Customers with ICICI Bank Savings Account can apply for the issuance of the Card through Online portal or iMobile app.
- 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 'Valid from' date mentioned 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 to be loaded onto the Card shall be 200 units in respective currency or as otherwise specified by ICICI Bank.
- 5.** The maximum amount loaded on ICICI Bank Forex Prepaid Card shall be in compliance with the Foreign Exchange Management Act, 1999, and all applicable laws, rules regulations in force from time to time. This limit is inclusive of any amount loaded on the Forex Prepaid Card by ICICI Bank on account of any cashback that the cardholder may be eligible for.
- 6.** 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.
- 7.** 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 registered mobile number, given by him in the application form as short messaging service) to the Cardholder confirming the amount 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 withdraw cash at any ATM worldwide which accepts such Cards. To withdraw the cash, the Cardholder will need to insert the Card into the ATM, enter the PIN and the desired amount. 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 cash will be debited immediately from the Forex Prepaid Card Balance of the Cardholder. In the event that there is insufficient balance to honour the requested Transaction, the Transaction will not be honoured.

The Card may also be used for electronic transaction on the internet where the payment for the transaction is to be made in foreign exchange. The Cardholder may surrender the Card at any point in time and obtain refund of the Forex Prepaid Card Balance, 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 Indian Rupees only, as per the currency exchange rates prevalent on the day of refund. In case there is an unsettled transaction on the Card, the Cardholder shall have to wait for thirty (30) days before the refund can be honoured. Channel partners (Tied-up ADII / FFMC) has rights to debit/refund the available funds from the Forex Prepaid Card basis the corporate's request received by the channel partner. The customer need to get in touch with respective corporate for any queries related to refund of such Forex Prepaid Card.

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.

3. The Card enables the Cardholder to obtain the 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 Card Member'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 from Forex Prepaid Card Balance by ICICI Bank.

4. 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, canceled, suspended and/or terminated by ICICI Bank at any time in its sole discretion.

## LIMITS ON USE OF THE CARD:

1. ICICI Bank reserves the right to limit or reduce the amount of Forex Prepaid Card Balance 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 Forex Prepaid Card Balance and the Forex Prepaid Card Balance 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 Forex Prepaid Card. The Insurance Cover shall lapse upon expiration or cancellation of the Forex Prepaid Card by the Cardholder or ICICI Bank, as the case may be. Such Insurance cover shall be subjected to the terms and conditions provided in 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 this regard by ICICI Lombard General Insurance Company. For availing the insurance benefit, the following conditions must be fulfilled:

### Section-wise Conditions

#### **Section I: Personal Air Accident Cover – Death only**

It is covered only for the trip which is not the part of professional duties. The claim would be payable only if the same is reported within 90 days of the accidental death

#### **Section II: Missing of Connecting International Flight during Transit**

The insured person should have actually boarded the first International flight and the subsequent flight's scheduled departure time is at least 6 hours after the scheduled arrival of the first flight. Additional expenses for transport, accommodation and boarding will be paid, subject to a maximum of the sum insured. Claim to be intimated to ICICI Lombard within 30 days of incidence

#### **Section III: Loss of Travel Documents (Passport and Tickets)**

Time excess of twelve hours is applicable for loss of travel documents. The cost of expenses due to loss of passport will be paid, subject to a maximum of the sum insured. No claim will be payable for the loss or damage in the event of: a. Delay or confiscation by customer/police or other authority b. The theft is not reported to the police within 24 hours. Claim to be intimated to ICICI Lombard within 30 days of incidence

**Section IV: Hijacking**

USD 125 per day will be paid subject to a maximum of seven days and the sum insured in excess of 12 hours

**Section V: Delay in receipt of checked-in baggage**

Additional expenses incurred due to delayed baggage will be payable. This cover will be applicable if the delay is more than 12 hours. A non-delivery certificate or PIR must be obtained immediately from the airline. Claimant should provide the invoices of basic essential items purchased during the event. A claim will be payable only if no compensation is paid by the airline. Claim to be intimated to ICICI Lombard within 30 days of incidence

**Section VI: Lost Card Liability Insurance Cover**

All transactions 5 days prior to reporting / 7 days' post reporting including the date of reporting. PIN based transactions are not covered. Loss of card in transit is not covered Claim has to be reported by card holder to bank within 7 days from the date of loss FIR needs to be mandatorily submitted. Claim to be intimated to ICICI Lombard within 90 days of fraud incidence date

**Section VII: Counterfeit Card Liability Insurance Cover**

All point-of-sale transactions are covered under this, no PIN based transactions are covered. Pre-delivery Fraud is not covered. Terrorism is not covered. Instead of FIR, bank's investigation report of bank can be accepted. The insured must cancel the Card as soon as practicable, but in any event not more than 5 days, after receipt of notification of the unauthorized access or theft. Claim to be intimated to ICICI Lombard within 90 days of intimation to bank

**RELOADING THE CARD:**

1. Upon exhaustion of the Forex Prepaid Card Balance loaded on the Card, the Cardholder can reload 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. Cardholders having ICICI Bank Savings Account can also reload through online portal or iMobile app. Online reload facility is not applicable for Essel Finance, VKC Forex, Centrum Direct, Matrix Forex and Paul Merchants Limited Forex Prepaid Card users. The ICICI Bank Savings Account used for online reload must belong to the Forex Prepaid Card Customer himself/herself. In the event that the Cardholder wishes to reload the Card, ICICI Bank reserves the right to:

- (a) Limit the amount that can be reloaded onto the Card;
- (b) Limit the number of times the Forex Prepaid Card can be reloaded
- (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 Forex Prepaid Card amount 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 travelers 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 noncompliance by Cardholder with the applicable laws, rules and regulations in force from time to time.

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.

**3.** 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 Forex Prepaid Card Balance when the Card is used at such ATM, Shared Network and/or Merchant Establishment. The Cardholder may also get information regarding the Forex Prepaid Card Balance 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. The call centre number mentioned on the Card back is subject to change at the sole discretion of ICICI Bank. For latest call centre number the Cardholder can refer to [www.icicibank.com](http://www.icicibank.com).

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 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;
- (iii) The Transaction amount

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

## SECURITY OF THE CARD AND PIN:

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 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 FOREX PREPAID CARD AMOUNT 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 amount 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 Forex Prepaid

Card Balance 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 Forex Prepaid Card Balance 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 Forex Prepaid Card Balance. 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 from the Forex Prepaid Card 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 Forex Prepaid 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 from the Cardholder's Forex Prepaid Card Balance, ICICI Bank will reinstate the charge along with 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 Forex Prepaid Card Balance. 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 noncompliance 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 Forex Prepaid Card Balance 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 Forex Prepaid Card Balance inter alia, when it becomes necessary to determine whether any person is rightfully entitled to receive the Forex Prepaid Card Balance 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 Forex Prepaid Card Balance. The details of the costs, charges and fees as currently in force are available in the Card Kit 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 Forex Prepaid Card Balance 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 Forex Prepaid Card Balance for each withdrawal from an ATM comprised in a Shared Network. If the Cardholder obtains cash 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 Forex Prepaid Card Balance. 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 Forex Prepaid Card Balance. The details of the conversion rate are specified in the clause entitled 'Currency Conversion Rates'.

In a situation that the Forex Prepaid Card Balance is 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 Forex Prepaid Card Balance 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.

Inactivity fees: ICICI Bank shall levy a fees of \$5 equivalent every 180 days on the Card if the Card remains inactive for a consecutive period of 180 days. For the purpose of clarity, inactive shall mean the Card is not used for reload, refund, ATM withdrawal, Merchant transaction or e-Commerce transaction.

## CURRENCY CONVERSION RATES

In the event that transaction is obtained in a currency other than the currency in respect of which the Card was issued (or subsequently changed), the amount will be converted to such new currency at the currency conversion rates. This would include the situation of the Cardholder obtaining cash from an ATM in a currency other than the currency in which the Card was issued (or subsequently charged). The Currency conversion rate would be the amount that will be deducted from the Forex Prepaid Card Balance for conversion from currency of the Card to the new currency as per VISA International/ Master Card/ American Express 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 Forex Prepaid Card amount 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 %. 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 Forex Prepaid Card amount 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% or otherwise specified by ICICI Bank (and can be such higher/ other rate as ICICI Bank may specify from time to time), and which will be deducted from the Forex Prepaid Card Balance. This is independent of the currency conversion rates/ fees/ costs/ charges or otherwise as required by VISA International/ Master Card/ American Express 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 Forex Prepaid Card or withdrawal of the Cardholder's Forex Prepaid 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 Forex Prepaid Card, whereupon the entire outstanding balance in connection with the Forex Prepaid Card as well as any further charges incurred by use of the Forex Prepaid Card, though not yet billed to the Forex Prepaid 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; (iii) demise of the Cardholder, (iv) when it became necessary to determine whether any person is rightfully entitled to receive the Forex Prepaid Card Balance 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 Forex Prepaid 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 Forex Prepaid 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 Forex Prepaid 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.

## 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 Forex Prepaid 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.

Prohibition Term Internationally valid Card and all other Cards cannot be used on Internet or otherwise for purchase of prohibited items like lottery tickets, banned or proscribed magazines, participation in sweepstakes, payment for callback services, remittance in any form towards overseas forex trading, margin calls to overseas exchanges/overseas counter party, trading in foreign exchange in domestic/overseas markets etc.

### 1. TERMS AND CONDITIONS GOVERNING CARD RELOAD THROUGH INTERNET BANKING

These Terms and Conditions apply to the service of reloading Forex Prepaid Card offered by ICICI Bank Limited to the Users. ICICI Bank would receive such requests from the users on the Website. The PRE would be uploaded with the requested amount in accordance with these Terms and Conditions.

In this document the following words and phrases shall have the meanings as set below unless the context indicates otherwise: "Affiliate" means and includes: i. Any company which is the holding or subsidiary company of ICICI Bank, or ii. A Person under the Control of or under common Control with ICICI Bank, or iii. Any Person, in 26% or more of the voting securities of which, ICICI Bank has a direct or beneficial interest or Control.

For the purpose of the definition of Affiliate, "Control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever and "Person" means any individual, company, firm, corporation, a partnership, trust or any other entity or organization or other natural or legal person.

"ICICI Bank" 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 corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051.

"RBI" means the Reserve Bank of India

"Services" refers to service offered by ICICI Bank to user/s of reloading ICICI Bank Card, and through the medium of internet.

"Terms" refer to terms and conditions herein for availing the Services.

"TAT" or "Turn Around Time" refers to the time period within which specified activities will be completed.

"User" or "user" refers to a person who avails the services. User can be a cardholder.

"Close relative" of the card holder shall mean his/her parents, spouse, children, siblings and grandparents on whose behalf he/she shall give instructions to upload the Forex Prepaid Card.

"Website" refers to the website owned, established and maintained by ICICI Bank at the URL [www.icicibank.com](http://www.icicibank.com).

## **2. Interpretation: In these Terms, unless the contrary intention appears:**

(a). A reference to: an "amendment" includes a supplement, modification, innovation, replacement or reenactment and "amended" is to be construed accordingly; "law" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published, directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing/submission of the application form or thereafter and each as amended from time to time. (b). The singular includes the plural (and vice versa); (c). The headings in these terms are inserted for convenience of reference only and are to be ignored in construing and interpreting the terms; d. Reference to the words "include" or "including" shall be construed without limitation; e. Reference to a gender shall include references to the female, male and neuter genders;

**3. Applicability of Terms:** These terms form the contract between the user and ICICI Bank for availing the services. By availing the services, the user acknowledges and accepts these terms. Notwithstanding anything contained herein, all terms and conditions stipulated by ICICI Bank, its affiliates, pertaining to any services/facilities offered by ICICI Bank, its affiliates, shall continue to be applicable to the users, provided, however, in the event of a conflict in such other terms and conditions stipulated by ICICI Bank, its affiliates and the terms herein, the terms shall have an overriding effect. These terms will be in addition to and not in derogation of the terms and conditions relating to any account(s) of the user and/or to those relating to services/facilities offered by ICICI Bank, its affiliates and availed by the user.

**4. Services:** All/ Any requests for availing the services shall be made through the internet. The link to the application for availing the service will be available on the Website. The user shall be informed of the eligibility and documentation requirement for the purpose of travel and the user shall accept to adhere to the requirements. Delivery TAT may be altered from time to time by ICICI Bank. In the event the user refuses to reload Forex Prepaid Card and places cancellation request before the Forex Prepaid Card is loaded by ICICI Bank, then the payment made by the user at the time of placing request will be refunded after deducting the cost incurred by ICICI Bank in cancelling the request. If the request for cancellation is received after reload of Forex Prepaid Card, then the cardholder can obtain refund of the loaded amount by visiting the nearest ICICI Bank branch.

If the user provides incomplete/inaccurate details at the time of placing request to reload Forex Prepaid Card or if ICICI Bank finds that execution of the request will be in violation of any law, the request shall stand cancelled. In the given situation Forex Prepaid Card will not be loaded and payment made by the user at the time of placing request will be refunded after deducting the cost incurred by ICICI Bank in cancelling the request.

This facility is only available to ICICI Bank account holders having an internet banking ID and password.

If the user wishes to buy travel insurance after placing the request, he / she will be directed to Group Company Website for purchase of the same.

**5. Accuracy of Information:** The user is deemed to have read the instructions for eligibility and documentation applicable to the transaction displayed on the screen. The user is responsible for the correctness of information supplied to ICICI Bank while availing of any Service. ICICI Bank accepts no liability for the consequences arising out of erroneous information supplied by the user.

**6. Representations by the User:** The user represents to ICICI Bank that all information furnished at the time of placing request is true, accurate and correct in every material respect. The total amount of foreign exchange purchased from or remitted through, all sources in India including through this Service does not exceed the limit prescribed by RBI for the purpose indicated.

The amount uploaded on the Forex Prepaid Card will be in accordance with the Exchange Control Regulations of RBI and the applicable laws in force from time.

In the event that the user does not undertake trip for which foreign exchange is procured, he shall surrender the availed foreign exchange to ICICI Bank within 180 days of the release of foreign exchange to him/ her.

**7. Limitation of Liability:** ICICI Bank shall not be liable for any unauthorised transactions carried out by the user as regards the services. ICICI Bank shall under no circumstance be held liable to the user for non-availability of the services in the desired manner for reasons including but not limited to natural calamities, legal restraints, network failure, or any other reason beyond the control of ICICI Bank. Under no circumstances shall ICICI Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the user or by any other person.

ICICI Bank is not liable in any fashion for any transactions executed by the user on websites hosted by the affiliate. For such transaction, the user shall be bound by the terms and conditions as laid down by the affiliate for such transaction and the user agrees not to involve ICICI Bank in any manner whatsoever in any dispute with such affiliate.

**8. Indemnity:** In consideration of ICICI Bank providing the user the services, the user shall, at his own expense, indemnify and hold ICICI Bank, its directors and employees, representatives, agents as the case may be, indemnified against all losses and expenses on full indemnity basis which ICICI Bank may incur, sustain, suffer or is likely to suffer in connection with ICICI Bank of the user's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing any service for any action taken or omitted to be taken by ICICI Bank, its officers, employees or agents, on the instructions of the user. The user will pay ICICI Bank such amount as may be determined by ICICI Bank to be sufficient to indemnify it against any such, loss or expenses even though they may not have arisen or are contingent in nature.

Further, the user agrees, at his/her own expense, to indemnify, defend and hold harmless ICICI Bank, its directors and employees, representatives and agents against any claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents by a third party, to the extent that such claim, suit, action or other proceeding brought against ICICI Bank, its directors and employees, representatives, agents is based on or arises in connection with the user with reference to:

- (i) A violation of the terms contained herein by the user;
- (ii) Any misrepresentation or breach of representation or warranty made by the user contained herein; or
- (iii) Any breach of any covenant or obligation to be performed by the user here under. The user agrees to pay any and all costs, damages and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against it or otherwise incurred by or in

connection with or arising from any such claim, suit, action or proceeding attributable to any such claim.

**9. Disclosure of Information:** The user agrees that ICICI Bank and/or affiliates or their contractors may hold and process his Personal Information and all other information concerning his account(s) on computer or otherwise in connection with the services as well as for analysis, credit scoring and marketing. The user also agrees that ICICI Bank may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for credit rating by recognized credit scoring agencies, or for fraud prevention purposes.

**10. Change of Terms:** ICICI Bank shall have the absolute discretion to amend or supplement any of the terms at any time. ICICI Bank may communicate the amended terms by hosting the same on the Website or in any other manner as decided by ICICI Bank. The user shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the Website.

**11. Notices:** Notices under these terms may be given by ICICI Bank and the user in writing by delivering them by hand or by sending them by post to the address given by the user and in the case of ICICI Bank to its corporate office address as set out hereinabove. In addition, ICICI Bank may also publish notices of general nature, which are applicable to all users in a newspaper or on the Website. Such notices will have the same effect as a notice served individually to each user. Notice and instructions will be deemed to be served days after posting or upon receipt in the case of hand delivery, cable, telex or facsimile.

**12. Governing Law:** The services and these terms shall be governed by the laws of India as amended from time to time. The parties hereby agree that any legal action or proceedings arising out of the services shall be brought in the courts or tribunals at Mumbai in India and irrevocably submit themselves to the jurisdiction of such courts and tribunals. ICICI Bank may, however, in its absolute discretion, commence any legal action or proceedings arising out of the terms in any other court, tribunal or other appropriate forum, and the user hereby consents to that jurisdiction. Any provision of the terms for services which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or un-enforceability but shall not invalidate the remaining provisions of the terms or affect such provision in any other jurisdiction.

**13. General:** The Services would be available to the Users in certain cities only and during timings specified by ICICI Bank from time to time. Requests for online reload would be processed within 24 working hours.

These terms contain ICICI Bank's entire arrangement (except as otherwise expressly provided herein) and supersede and replace any previously made proposals, representations, understandings and agreements, express or implied, either oral or in writing between the User and ICICI Bank for the Services. The User acknowledges that it has not relied on any representation made by ICICI Bank or any of its employees or agents and has made its own independent assessment of the Services. No third party will have any rights or claims under these terms. Reload on Forex Prepaid Card with Negative Balance: Any reload on a Forex Prepaid Card/ wallet with negative balance will be adjusted against the negative balance. For any queries regarding the negative balance, the User will contact ICICI Bank Customer Care. For instance: If the balance is -500 units and a reload is performed for 400 units, the resultant balance will be -100 units.

Passport Validity Declaration: The onus for ensuring that the date of return of the User to India falls chronologically before the expiry date of the Indian passport held by the User lies completely on the User. ICICI Bank will not be held liable if this condition is not fulfilled by the User.

Authority-cum-FEMA Declaration for Close Relatives: The onus for ensuring the following conditions lies on the ICICI Bank Savings Account holder:

(a). The Close Relatives of the ICICI Bank Savings Account holder have provided complete authority to the ICICI Bank Savings Account holder to perform Load/Reload/Refund transactions as also Card Level and Demographic Detail Changes (i.e. updation of Email ID and Mobile Number, Temporary Blocking/Unblocking et al.) on the Close Relative's Forex Prepaid Card.

(b). All Load/Reload/Refund transactions performed by the ICICI Bank Savings Account holder on the Close Relative's Forex Prepaid Card are within the FEMA Limit of the Close Relative.

**14. Right of set-off and Lien:** ICICI Bank shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future, on the deposits/scripts held in the account(s) or in any other account, whether in single name or joint name(s), to the extent of all outstanding dues, whatsoever, arising as a result of the services extended to and/ or used by the user.

**CHARGES & LIMITS ON FOREX PREPAID CARD:**

Sr. No	Currency	ATM Balance enquiry fee	ATM Cash Withdrawal Fee	Daily Limit for ATM Cash Withdrawal
1	US Dollar	USD 0.50	USD 2.00	USD 2,000
2	Pound Sterling	GBP 0.50	GBP 1.50	GBP 1,000
3	Euro	EUR 0.50	EUR 1.50	EUR 1,500
4	Canadian Dollar	CAD 0.50	CAD 2.00	CAD 2,000
5	Australian Dollar	AUD 0.50	AUD 2.00	AUD 2,000
6	6 Singapore Dollar	SGD 1.00	SGD 3.00	SGD 2,500
7	Arab Emirates Dirham	AED 2.00	AED 7.00	AED 2,000
8	Swiss Franc	CHF 0.50	CHF 2.50	CHF 2,000
9	Japanese Yen	JPY 60.00	JPY 250	JPY 2,00,000
10	Swedish Krona	SEK 4.00	SEK 15.00	SEK 15,000
11	South African Rand	ZAR 5.00	ZAR 25.00	ZAR 25,000
12	Saudi Arabian Riyal	SAR 2.00	SAR 7.50	SAR 7,500
13	Thai Baht	THB 16.00	THB 65.00	THB 70,000
14	New Zealand Dollar	NZD 0.60	NZD 2.50	NZD 2,500
15	Hong Kong Dollar	HKD 4.00	HKD 15.00	HKD 15,000

**Joining fee:**

INR 150, Reload fee: INR 100; Inactivity fees: USD 5 or equivalent for every 180 days of inactivity

**Transaction fee:** Point of Sale (POS)/Online – NIL; Cross currency fee: 3.5% + GST

**Wallet to wallet transfer fee:** 2.5% of transfer amount (from the destination wallet) Cash Advance/ Cash@POS **transactions fee:** 0.5% of transaction amount. It is a facility through which ICICI Bank Forex Prepaid Card holders can withdraw cash by swiping their card at merchant outlets

**Lost card replacement fee:** International location – USD 20.00, Indian location – USD 3.00

**Fee for uncapped ATM withdrawals:** 1% of withdrawal amount# All fees and charges mentioned above are exclusive of taxes. Goods and Service Tax - 18% with effect from March 1st, 2020.

Additional fees for ATM transactions may be levied by the bank owning the overseas ATM used Note: The Forex Prepaid Card charges & limits may vary from time to time. For latest charges, please visit [www.icicibank.com/travelcard](http://www.icicibank.com/travelcard). The above charges are applicable with effect from April 15, 2017. Inactivity fees: The card will attract an inactivity fees of USD 5 every 180 days, if the card remains inactive for the last 6 months. Inactive means, the card is not used for reload, refund, ATM withdrawal, Merchant transaction or e-Commerce transaction.



 **ICICI Bank**  
*Forex Prepaid Cards*