

Terms and Conditions for ICICI Bank HPCL Super Saver credit card

Last updated on June 22, 2021

These Terms and Conditions (the "**Terms**") apply to and regulate the '**ICICI Bank HPCL Super Saver credit card**' (the "**Credit Card**") and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank (the "**Primary Terms and Conditions**"), as available at www.icicibank.com. To the extent of any inconsistency between these Terms and the Primary Terms and Conditions, these Terms shall prevail. Terms used in capitalized form, however not defined herein under, shall have the meaning assigned to them under the Primary Terms and Conditions.

1. DEFINITIONS

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

- a) "**Cardholder(s)**" shall mean a person who holds a valid and subsisting Credit Card.
- b) "**Statement**" means monthly statement/s of account sent by ICICI Bank to a Cardholder(s) setting out the financial liabilities on that date, of such Cardholder(s) to ICICI Bank in respect of their Credit Card account.
- c) "**Primary Cardholder(s)**" is the person in whose name the card account has been opened and to whom the Credit Card has been issued.
- d) "**Service Provider**" shall refer to the third-party service provider with whom ICICI Bank has entered into contractual arrangements, enabling such service provider to provide road-side assistance services to the Primary Cardholder(s).
- e) "**Supplementary Cardholder(s)**" or "**Add-on Cardholder(s)**" means the family member of the Primary Cardholder(s) who becomes a Cardholder(s) by virtue of their relationship with the Primary Cardholder(s).
- f) "**Anniversary Year**" means the period of twelve months from the date of issue of a Credit Card and each twelve-month period thereafter.
- g) "**Annual Fee**" is the cost that is automatically charged to your account to allow you to keep the card account open.
- h) "**HPCL**" shall mean Hindustan Petroleum Corporation Limited, an Indian public sector oil and gas company.

2. INTERPRETATION

1. Any term referenced but not defined herein would be interpreted in accordance with the agreement pertaining to Card(s) entered into between the Primary Cardholder(s) and ICICI Bank (the "**Credit Card Agreement**").
2. These terms and conditions governing the Card supplement, but does not in any way amend or contradict the terms and conditions Credit Card Agreement

3. BENEFITS AND FEATURES

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

A. Joining benefit on the Credit Card:

- The Cardholder(s) shall receive a joining benefit (*as particularly mentioned below*) on the payment of joining fee within 02 statement cycles, provided that they have made transactions of INR 5,000 and above, within 45 days of issuance of the Credit Card.
- Eligible Credit Cards (*those fulfilling the above mentioned criteria*) shall receive 2000 Payback points as the joining benefit. For clarification, the points shall be credited to the relevant Credit Card account, only if the Cardholder(s) have met both the conditions mentioned above.
- Only Primary Cardholder(s) are eligible for this benefit.
- Spends on both primary and add-on/supplementary Credit Cards shall be considered while considering total spends for the purpose of providing the joining benefit.
- Joining benefit of 2000 Payback points will be applicable only on cards which are charged a joining fee.
- Joining benefit of Rs. 100 shall be provided to all the customers using the HP Pay mobile-based application, who enrolled after June 01, 2021 as welcome bonus on the first successful recharge transaction of minimum Rs. 1000 completed using the Credit Card on the HP Pay mobile-based application. This benefit, however, shall be valid only once per Credit Card. Such bonus shall be updated in the Cardholder(s)' account within 72 hours of transaction.

B. Annual fee waiver

- Cardholder(s) are eligible for an annual fee waiver year 02 onward, if the total spends on the Credit Card is equal to or more than INR 1,50,000 during an Anniversary Year. In the such case, the Annual Fee applicable on the Credit Card for the subsequent year shall be reversed.
- If total spends on the Credit Card is less than INR 1,50,000 during an Anniversary Year, the Annual Fee applicable on the Credit Card for the subsequent year shall not get reversed.
- Spends through Equated Monthly Instalment (EMI) transactions on the Credit Card shall not be included in total spends calculation.

C. Offers on fuel spends

- The Cardholder(s) are entitled to 4% cashback on fuel purchases, where such cashback shall be capped at INR 200 per month.
- No minimum amount threshold is required to qualify for this cashback benefit.
- Spends on fuel at HPCL fuel pumps and the HP Pay mobile-based application using the Credit Card qualify for the benefit of cashback and surcharge waiver. The Credit Card used at any bank's POS machine) shall be considered while calculating the total spends. However, the benefit is applicable on spends at HPCL fuel pumps only.
- Additional 1.5% cashback, in the form of 6 Payback points shall be provided on every Rs. 100 spent on all fuel purchases at HPCL retail outlets.
- The transactions eligible for cashback in the Statement cycle shall be tracked on the basis of the posting date of the transaction(s). The transaction(s) which are made 02 days before the statement generation would receive cashback in the subsequent Statement cycle.
- Spends on both the primary and the add-on Credit Card shall be considered while considering total spends on the Credit Card.

- Savings of 1% on fuel surcharge shall be over and above 4% cashback benefit.

D. Offers on utilities and department store transactions

- The Cardholder(s) are entitled to 5% back benefit as Payback points on utility and departmental stores, subject to the cap specified hereunder
- There is no minimum amount threshold required to qualify for the benefit. Under this benefit, the Cardholder(s) earn accelerated reward points for every INR 100 spent on the above mentioned categories. For example, the Cardholder(s) shall earn 20 points on every INR 100 spent.
- The Payback benefit shall be capped at 400 Payback points per Statement cycle.
- Spends on both primary and add-on Credit Cards shall be considered while considering total spends on the Credit Card.
- The spend categories mentioned above by networks shall be deemed to be final.
- Accelerated rewards points shall only be applicable on the above mentioned categories.
- Payback points earned for every qualifying retail spend transaction shall be rounded off to the nearest integer at the time of posting.

E. Payback points earned on spends other than Utility, Departmental Store purchases

- 2 Payback points on every INR 100 spent on non-fuel, utility and departmental Store purchases.

Category	Earn rate per INR 100
Domestic transactions	2 Payback Points
International transactions	2 Payback Points

- Cardholder(s) shall qualify to earn Payback points upon fulfilling the qualifying retail spends transactions criteria, prescribed by ICICI Bank from time to time.
- Payback points earned for every qualifying retail spend transaction shall be rounded off to the nearest integer at the time of posting.
- Cardholder(s) shall however not be entitled to earn Payback points on retail transactions that have been subsequently reversed.
- The following spends shall not be considered as qualifying spends for the purpose of earning Payback Points:
 - Cash advance including but not limited to such other transactions which may be considered as cash advance(s) to the sole discretion of ICICI Bank.
 - Fuel transactions done using the Credit Card.
 - Service charge or interest levied for non-payment or part payment of the amount due on the Credit Card.
 - Late payment charges and any other fees/charges in relation to and/or connected with the Credit Card.
 - Joining fee and the renewal fee for the primary/add-on Credit Cards, if any.
 - Expenditure in the form of EMI transactions, Balance Transfer (BT) or Personal Loan on Credit Cards (PLCC).
- Payback points earned on the Credit Card shall be added to the Primary Cardholder's Payback account within 45 business days of Statement generation, as per the existing cycle, provided that the Cardholder's account is not delinquent or cancelled at the time of such credit.
- Qualifying retail spends transactions undertaken by the Supplementary Cardholder(s) shall also be credited in the Primary Cardholder's Payback account as per the method followed for the Primary Cardholder (Payback points earned against qualifying spends transactions).

F. Automobile associated privileges

24*7 roadside assistance

- a. **Assistance over phone:** In the event of the Primary Cardholder(s) calling for support related to any vehicle problem, the Service Provider shall understand the basic problem prior to offering solutions. Some minor and/or recurring issues can be supported over the phone and the Service Provider shall try to resolve and guide the Primary Cardholder(s) for phone resolution. A 24*7 toll free support service shall also be provided by the Service Provider, along with roadside assistance services round the clock including public holidays.
- b. **"On site" repair of the vehicle:** If a vehicle is immobilized due to a mechanical breakdown, only that could be repaired on site within 30 minutes and during the process of which there will not be disassembly or demolition of parts. A technician or Service Provider shall be dispatched. In case rectification of the fault is not possible on the spot, partners of the Service Provider will tow the vehicle from the spot of immobilization to the nearest authorized Original Equipment Manufacturer (OEM) workshop. Primary Cardholder(s) shall pay the cost of any parts used during the repair process.
- c. **Replacement/ locked or lost keys:** In event that the Primary Cardholder(s) inadvertently locks himself out of the vehicle or loses or breaks his/her keys, with the Primary Cardholder(s)' consent (verbal or written) the service provider will provide locksmith dispatch service. Any consequential damage will be the sole responsibility of the Primary Cardholder(s). Alternatively, the service provider can arrange to recuperate the spare key at a place designated by the Primary Cardholder(s) and deliver it to the place where the vehicle is immobilized. This service is limited to delivery within the same city, and the distance between the place that the spare keys stored and the delivery location specified by the Primary Cardholder(s) or the parking location of the vehicle is less than 50 Km. Primary Cardholder(s) may be asked to prove the ownership of vehicle or authorized to drive the vehicle in case it is required by the service provider's team. Any expenses related to new key to be made or part used will be charged to Primary Cardholder(s) on actual basis.
- d. **Flat tyre support:** In the event that the vehicle is immobilized because of flat tyre, the service provider shall dispatch the Service Provider that will change the tyre for the Primary Cardholder(s). The Primary Cardholder(s) should have a spare tyre in the vehicle as well as necessary tools when such tools are needed for special types and wheels.
- e. **Battery jumpstart:** In the event that the vehicle is immobilized because of battery problem, the service provider shall offer charging service to jumpstart the vehicle. Primary Cardholder(s) shall pay for any parts used during jump start, e.g battery terminals, connectors, wires etc. In the event the battery cannot be jumpstarted, the vehicle will be towed to nearest authorized Original Equipment Manufacturer (OEM) workshop.
- f. **Battery replacement:** In the event if the battery is dead and needs replacement, the Service Provider shall provide battery replacement service at Primary Cardholder's location. Primary Cardholder(s) shall pay for the new battery and any other parts used during replacement.
- g. **Fuel delivery:** In the event the vehicle runs out of fuel, the service provider can arrange the delivery of fuel up to a maximum of 5 litres of fuel. Primary Cardholder(s) shall pay for the cost of fuel to the Service Provider according to the price of petrol station of that day.

- h. **Towing in case of breakdown:** In the event vehicle is immobilized due to a mechanical or electrical fault which cannot be repaired on the spot, Primary Cardholder(s) will get the assistance in towing the vehicle to the nearest garage in the Service Provider's network, using the best available towing mechanism.
- i. **Towing in case of an accident:** In the event vehicle is immobilized due to an accident, Primary Cardholder(s) will get the assistance in towing the vehicle to the nearest garage in the Service Provider's network, using the appropriate towing mechanism.
- j. **Towing in case of incorrect fueling:** In the event vehicle is immobilized due to incorrect fueling, the Primary Cardholder(s) will get assistance in making the arrangement for the vehicle to be towed to the nearest garage in the Service Provider's network using the appropriate towing mechanism.

Other towing terms:

- i. Towing will be done using best possible trucks available depending on the vehicle category.
 - ii. In case the vehicle has met with an accident and the service provider feels that there is a possibility of damage / loss to any third party's property / life, the service provider will require the Primary Cardholder(s) to arrange for a No Objection Certificate (NOC) from the police station of the jurisdiction of accident spot. In accidental cases where the police authorities have registered an FIR or are in a process of registering an FIR or are investigating a case or have taken possession of the vehicle, assistance services can be activated only after police authorities/ courts have given a clearance to the vehicle / have released the possession of vehicle. In such cases it is the duty of the Primary Cardholder(s) to obtain such clearances. the service provider can take handover of the vehicle only after clearances have been obtained and the Primary Cardholder / Primary Cardholder's representative is available to provide appropriate handover of the vehicle to the towing representative from the police authorities
 - iii. In case the vehicle has met with an accident and it is not possible to tow the vehicle using the winch / chain then recovery / loading of vehicle is done using additional support of hydra / large crane. In such cases there may be some consequential damage which may occur during the recovery / loading of vehicle and which will be communicated to Primary Cardholder(s) in advance and use of crane/hydra will be done after approval of Primary Cardholder(s) only. Charges for Hydra/ special equipment to be borne by the Primary Cardholder(s) .
 - iv. In case the Primary Cardholder(s) wishes to take the vehicle to a garage of his/her preference which is far compared to the Service Provider's garage, then Primary Cardholder(s) need to pay the additional cost which will be communicated to Primary Cardholder(s) in advance.
 - v. Primary Cardholder(s) shall have to bear the costs related to government toll, taxes, entry fees, parking, octroi etc on actual basis.
- k. **Customer conference calling:** For seamless and speedy services a conference call (wherever required) between the Primary Cardholder(s), the assistance provider and the Service Provider will be arranged. Primary Cardholder(s) will be kept updated on regular basis about the status of service.
 - l. **Taxi Support:** In the event vehicle is immobilized, Primary Cardholder(s) will get the assistance for arrangement of alternate mode of transport (taxi) to continue the journey or return to Primary Cardholder(s)' preferred location. Taxi service upto 50 km will be covered and any additional cost will be borne by the Primary Cardholder(s) on actuals. The cost will be informed to Primary

Cardholder(s) in advance. Only the base fare is covered and any toll, taxes, entry fee, parking, waiting and any such charges to be borne by Primary Cardholder(s) on actual basis.

Eligibility criteria to avail roadside assistance

- This benefit is applicable only for Primary Cardholder(s).
- Primary Cardholder(s) is eligible to avail services for one vehicle during the validity of card. In case customer has multiple vehicles and avails services for one of his vehicles then in future he can avail remaining services for same vehicle only. Primary Cardholder(s) can still use the 24*7 helpline and avail the services on paid basis for other vehicles.
- Primary Cardholder(s) will be eligible to avail the roadside assistance on payment of joining fee.
- Within 45 business days of meeting the eligibility criteria, your contact details will be sent to the service provider, post which the Service Provider will send a confirmation SMS on your registered mobile number with instructions for utilizing the service, provided that your card account is not delinquent or cancelled at the time of such a trigger.
- After the first year, you shall be automatically registered for the second year on payment of annual fee. This service in the first year will be provided by the Service Provider which may be subject to change every year.

4. NOTIFICATION OF CHANGES

- i. ICICI Bank shall have the absolute discretion to amend or supplement the Terms, the features and benefits offered on the Credit Card including, without limitation, changes which affect interest rates or methods of calculation, at any time.
- ii. ICICI Bank shall notify / communicate the amended Terms by hosting the same on ICICI Bank's website or in any other manner as decided by ICICI Bank. The Cardholder(s) shall be responsible for regularly viewing these Terms, including amendments thereto as may be posted on ICICI Bank's website and shall be deemed to have accepted the amended Terms by continuing to use the Credit Card.
- iii. ICICI Bank reserves the right to cancel, suspend, change or substitute the benefits, offers or eligibility parameters for such benefits or offers, computation methods for calculating the benefits or the terms and conditions applicable thereto at any time, with notice to the Cardholder(s), without assigning any reason(s) to the Cardholder(s).

5. TERMS AND CONDITIONS GOVERNING THE CREDIT CARDS

- i. Terms and Conditions of ICICI Bank and third parties apply. ICICI Bank makes no representation about the quality, delivery, usefulness or otherwise of the goods/services offered by the third party. Nothing contained herein shall constitute or be deemed to constitute an advice, invitation or solicitation to purchase any products/ services of ICICI Bank / third party.
- ii. The Credit Card and the Cardholder's obligations under these Terms shall not be assigned. ICICI Bank may transfer its rights under these Terms.
- iii. Use of the Credit Card is subject to all applicable rules and customs of any clearing house or other association involved in transactions.
- iv. ICICI Bank does not waive its rights by delaying or failing to exercise them at any time.
- v. If any provision of the Terms is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, local, state or federal, the validity or enforceability of the other provisions of the Terms shall not be affected.
- vi. Images used in all the communications pertaining to the offers/benefits/promotions are

- for representation purpose only.
- vii. If the Cardholder(s) ceases to be Cardholder(s) at any time during the subsistence of the offers/benefits, all the benefits under the Offer shall lapse and shall not be available to the Cardholder(s).
 - viii. All disputes are subject to the exclusive jurisdiction of the competent courts/tribunals of Mumbai.
 - ix. All communication / notices with regard to the offers/benefits should be addressed to "ICICI Bank Ltd., ICICI Bank Phone Banking Group, P. O. Box No. 20, Banjara Hills, P. O. Hyderabad - 500034".
 - x. In all matters relating to the offers/benefits, the decision of ICICI Bank shall be final and binding in all respects.
 - xi. ICICI Bank reserves the right to modify/ change all or any of the terms applicable to the Offer without assigning any reasons or without any prior intimation whatsoever. ICICI Bank also reserves the right to discontinue the Offer without assigning any reasons or without any prior intimation whatsoever.
 - xii. All taxes, duties, levies or other statutory dues and charges payable in connection with the benefits accruing under the offers shall be borne solely by the Cardholder(s) and ICICI Bank will not be liable in any manner whatsoever for any such taxes, duties, levies or other statutory dues.
 - xiii. The Cardholder(s) shall be bound by the terms and conditions stipulated by the third parties where services/offers are provided by such third parties.
 - xiv. No substitutions or exchange of offer, other than what is detailed in the communication sent to the Cardholder(s) shall be allowed. However, ICICI Bank reserves the right to substitute and/or change the offer or any of them, without any intimation or notice, written or otherwise to the Cardholder(s).
 - xv. ICICI Bank holds out no warranty or makes no representation about the quality, delivery or otherwise of the goods and services offered by any third party. Any dispute or claim regarding the goods, services and assured gifts / prizes must be resolved by the Cardholder(s) with the third parties directly without any reference to ICICI Bank.
 - xvi. ICICI Bank shall not be liable in any manner whatsoever for any loss/ damage/ claim that may arise out of use or otherwise of any goods/ services / offer availed by the Cardholder(s) under the alliance offered by the third parties.
 - xvii. ICICI Bank reserves the right to disqualify the third party alliance partners or Cardholder(s) from the benefits of the alliance if any fraudulent activity is identified as being carried out for the purpose of availing the benefits under the alliance.
 - xviii. ICICI Bank shall not be held liable for any delay or loss that may be caused in delivery of the goods and services offered by third parties.
 - xix. The offers/benefits are not available wherever prohibited and / or on products / services for which such alliances cannot be offered for any reason whatsoever.
 - xx. ICICI Bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the Cardholder(s) in respect of any matter in relation to this product and the provision of any offer or benefit hereunder.
 - xxi. The Cardholder(s) shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of ICICI Bank and the Cardholder(s) shall indemnify and hold ICICI Bank harmless in respect thereof.
 - xxii. On the termination of this Credit Card program, ICICI Bank may decide to either continue the Credit Cards with an alternate program or replace such Credit Cards with any other credit card(s) as issued by ICICI Bank from time to time.
 - xxiii. ICICI Bank may at its sole discretion decide to outsource, to the extent permitted by the applicable laws, obligations in relation to the Credit Card program, creation, to third-party entities.
 - xxiv. Notwithstanding anything contained in this document, ICICI Bank shall not be held liable for any default or delay in performance of any obligation pertaining to these offers, due to unavoidable situations, beyond the reasonable control of ICICI Bank and not

attributable to ICICI Bank including but not limited to fire, flood, casualty, epidemic or outbreak of any disease, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, national calamity, riot, Act of God, any enactment by a law-making authority or the act of any other legally constituted authority, changes in the applicable law, or default of third party or any cause or event arising out of or attributable to war, other than shortage or lack of money.