

## TERMS & CONDITIONS GOVERNING CREDIT CARD FACILITIES

These Terms and Conditions apply to and regulate the provision of Credit Card facilities by ICICI Bank Limited.

### I. DEFINITIONS & INTERPRETATION

"**Affiliate**" means and includes:

- any company which is the holding or subsidiary company of ICICI Bank , or
- a Person under the Control of or under common Control with ICICI Bank, or
- 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 organisation or other natural or legal person.

"**Applicant**" means person(s) who has / have applied for a Card to ICICI Bank.

"**Authorised Dealer**" means an authorised dealer as defined in the Foreign Exchange Management Act, 1999, as amended from time to time.

"**Business Day**" means a day on which the relevant office of ICICI Bank specified in the Application Form or through which the Card is provided or such other office as may be notified by ICICI Bank to the Card Member, is open for normal business transactions.

"**Card**" or "**Credit Card**" or "**EMI Card**" or "**Online Credit Card**" or "**Business Card**" or '**Visa mCheck credit card**' means an ICICI Bank VISA / AMEX / MasterCard Credit Card or any other Credit Card issued by ICICI Bank at the request of the Applicant.

"**APIN**" means the Personal Identification Number allocated to the Card Member by ICICI Bank or chosen by the Card Member/ ICICI Bank from time to time, in relation to the Card. (NA on the Visa mCheck card)

"**Card Account**" means the account opened in the name of the Card-Member and maintained by ICICI Bank for the purpose of usage of the Credit Card as per the terms and conditions contained herein.

"**Cash-Limit**" means the maximum amount of cash or equivalent of cash as defined or prescribed by ICICI Bank, that the Card Member can use on his Card Account. Cash-Limit forms a subset of the Card Member's Credit-Limit / Purchase Limit. (NA on the Visa mChek card)

"**Charges**" or "**charges**" means such charges as are set out in Clause VI hereof or mentioned anywhere in these Terms and Conditions. All details of Charges mentioned herein shall be as provided in the Tariff Annexure unless specifically communicated to the Card Member, as amended from time to time.

"**Company**" means a company as defined in the Companies Act, 1956, as amended from time to time.

**"Credit-Limit / Purchase Limit"** means the limit up to which the Card Member is authorised to spend on his Credit Card.

**"High Risk Countries (HRC)"** means those countries where the risk of data pertaining to the Card getting compromised post any transaction being carried out in such countries is high and are categorized as high risk countries by ICICI Bank based on the Cards being used in such countries by the Card Member and various disputes and/or frauds that are reported by the Card Member's from time-to-time.

**"ICICI Limit"** shall mean ICICI Bank Limited, the proprietors of the Credit Card, its successors and permitted assigns.

**"ICICI Bank 24-Hour Customer Care Centre"** refers to ICICI Bank -Phone Banking Service provided by ICICI Bank to the Card Members.

**"Infinity"** refers to the trade name of ICICI Bank's Internet Banking Service / website owned, established and maintained by ICICI Bank at the URL [www.icicibank.com](http://www.icicibank.com). (NA on the Visa mChek card)

**"Insurance Company"** means ICICI Lombard General Insurance Company Limited or any other Insurance Company as may be decided by ICICI Bank, from time to time.

**"Member"** or **"Cardholder"** or **"Card Member"** means the Applicant to whom a Card bearing his name is issued and who holds such Card.

**"Merchant Establishment"** means establishment wherever located which honours the Card and shall include among others, stores, shops, restaurants, hotels, airlines, cash advance points including ATMs and mail order advertisers (whether retailers, distributors or manufacturers).

**"Merchant"** means any person who owns or manages or operates the Merchant Establishment, its successors and permitted assigns.

**"Minimum Amount Due"** or **"MAD"** means the amount stated as such in the Statement.

**"Total Amount Due"** or **"TAD"** means is the amount stated as such in the Statement.

**"Payment Due Date"** means the date every month, on which the payment in respect of the charges incurred by usage of the Card by the Card Member falls due as communicated through the Statement.

**"Primary Card Member"** is the person in whose name the Card Account has been opened and to whom the Card has been issued.

**"RBI"** means the Reserve Bank of India.

**"Statement"** means monthly statement/s of account sent by ICICI Bank to a Card Member setting out the financial liabilities on that date, of the Primary Card-Member and any Supplementary Card Member to ICICI Bank in respect of the Card Account.

**"Supplementary Card Member"** means the family member of the Primary Card Member who becomes a Card Member by virtue of his relationship with the Primary Card Member.

(Supplementary card NA on mChek)

"**Tariff Annexure**" means an annexure detailing the charges applicable for the services offered on the Card. These charges are subject to changes at the sole discretion of ICICI Bank. However such changes in charges may be made only with prospective effect giving prior notice of 30 days to the Card Member.

"**Transaction Instruction**" means any instruction given by a Card Member directly or indirectly to ICICI Bank and /or through ICICI Bank 24-Hour Customer Care Centre and /or through Infinity, to effect the transaction. Transaction Instruction would include, but not be limited to a charge slip, a cash advance slip or a mail order coupon.

These "**Terms and Conditions**" mean the terms and conditions set out herein and/ or as may be stipulated by ICICI Bank from time to time, as amended. In these Terms and Conditions, unless the contrary intention appears:-

(a) a reference to an "**amendment**" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly; an "**authorisation**" or "**approval**" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration; "**law**" includes any constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorisation, 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 and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Terms and Conditions;

(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;

(f) all approvals, permissions, consents or acceptance required from ICICI Bank for any matter shall require the prior, written approval, permission, consent or acceptance of ICICI Bank;

(g) references to VISA/MASTERCARD regulations pertain to the guidelines issued by VISA/MASTERCARD to all the member banks of its network.

(h) in the event of any disagreement or dispute between ICICI Bank and the Card Member regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorisation, proceeding, act, omission, claims, breach, default or otherwise, the opinion of ICICI Bank as to the materiality of any of the foregoing shall be final and binding on the Card Member.

(i) the usage of the words "ICICI Bank Credit Card Agreement" on the Card or elsewhere, means these Terms and Conditions.

## **II. CARD SERVICES**

The Card is the property of ICICI Bank. ICICI Bank reserves the right to (1) ascertain the credit worthiness of the Applicant by obtaining credit bureau report and such other reports as it may deem necessary and (2) decline to issue a Card to any Applicant at its sole discretion. The Card is not transferable and its usage is subject to the terms mentioned herein and any additional conditions stipulated by ICICI Bank from time to time. The Card Member shall sign on the reverse of the Card immediately on receipt of the same. The ICICI Bank 24-Hour Customer Care Centre and/or Infinity is available to all Card Members. The Card Members availing of any services /facilities including but not limited to, enhancement of credit limit, enquiry on transactions, Total Amount Due, Statement details, Payment Due Date, etc. through ICICI Bank 24-Hour Customer

Care Centre and/or Infinity, shall at all times continue to be bound by the terms and conditions stipulated by ICICI Bank with respect to the services / facilities and the mode of availing such facilities / services, as amended from time to time.

### **III. USE OF THE CARD**

(a) In case of an internationally valid Card, the Card is valid world-wide except as provided in Clause III (h) herein below. In case of other Cards the use is restricted at only the Merchant Establishments accepting VISA/VISA Electron Credit Cards/MasterCard/AMEX in India. However, ICICI Bank and the Merchant Establishment concerned, reserve the right, at any time, to refuse the use of the Credit Card at that Merchant Establishment for any reason whatsoever. The Credit Card may be used only for bonafide personal or official purposes and its use is not permitted to be exploited by the Card Member. In the event any charge for the avilment of the purchase or other facility is levied by the Merchant Establishment, on the charges incurred by the Card Member, the same shall be settled with the Merchant Establishment and ICICI Bank shall in no manner be held liable for the same. On usage of the Card at the Merchant Establishment, the Card Member must collect the copy of the charge-slips at the time of signing the charge-slip. The Card Member shall be responsible for signing the charge-slip; in the event the charge-slip is not signed by the Card Member, the Card Member shall continue to be liable for the transaction/s and all charges in relation thereto. ICICI Bank shall not provide copies of the charge slips to the Card Member; provided however if the Card Member makes such request within forty-five days of the relevant transaction, ICICI Bank may, at its sole discretion, provide copies of the charge slips at a charge mentioned in the Tariff Annexure. ICICI Bank may, at its sole discretion agree to provide the Card Member with the facility of effecting mail order or telephone order purchases. The use of an Online Credit Card shall be restricted to online transactions / mail orders only. An Online Credit Card shall be issued only as a Supplementary Card / Add-on Card and not as a Primary Card, or as may be intimated by ICICI Bank, at its sole discretion, from time to time. The use of the Visa mChek card shall be restricted to payments &/or purchases through the mobile. The Visa mCheck credit card shall be issued as a supplementary card and not a primary card, or as may be intimated by ICICI Bank, at its sole discretion, from time to time. The Card Member is aware that in case of mail order telephone order or mobile purchases, the charge slips will not be signed by the Card Member at the time of the purchase. Accordingly, the Card Member accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Card Member will make payment to ICICI Bank of all out standings due.

(b) All disputes shall be a matter between and will be settled by the Card Member with the concerned Merchant Establishment. ICICI Bank shall not be liable, in any manner whatsoever, for the same.

(c) The Card may be used: (i) Within the Credit-Limit notified by ICICI Bank to the Card Member; and (ii) not after the last date of the month embossed on its face.

(d) The Card Member's right to use the Card shall determine forthwith: (i) In the event of termination pursuant to Clause V below; or (ii) in the event of loss /misuse or theft of Card.

(e) By usage of the Card, Card Member is deemed to have made a standing request that renewal of period of the Card and/ or replacement Cards be issued to each Card Member until such time as the ICICI Bank 24-Hour Customer Care Centre/Infinity is notified otherwise by the Card Member, and such renewal and/or replacement shall be subject to the sole discretion of ICICI Bank.

(f) In the event of a credit card program closure or at the time of renewal of credit card, ICICI Bank

Limited at its sole discretion reserves the right to provide a card type that is different from the existing card type held by the card member. The credit limits and cash limits on any credit card at any point in time are as per sole discretion of ICICI Bank Limited.

(g) The Card Member shall act in good faith at all times in relation to all dealings with the Card and ICICI Bank.

(h) The internationally valid Card issued to the Card Member is valid world-wide except for payment in foreign exchange at Merchant Establishments in Nepal & Bhutan. In respect of Cards, the use of which is restricted only in India / Nepal / Bhutan, use outside India / Nepal / Bhutan is a breach of the "Foreign Exchange Management Act" (FEMA) or any other corresponding law. The Card Member accepts full responsibility for wrongful use in contravention to these conditions and undertakes and agrees to indemnify ICICI Bank to make good any loss, damage, interest, conversion, any other financial charge that ICICI Bank may incur and / or suffer as a result of the Card Member committing violations of the provisions thereof.

(i) Internationally valid Card can be used on Internet for any purpose for which exchange can be purchased from an Authorised Dealer in India.

(j) 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 counterparty, trading in foreign exchange in domestic/overseas markets etc.

(k) Authorised Dealers can accept payment by debit to Credit Card for exports made out of India irrespective of whether the importer client is on a visit to India or not. Therefore, Authorised Dealers may receive payment for exports made out of India by debit to the Credit Card of an importer, where the reimbursement from the Card issuing bank/organisation will be received in foreign exchange.

(l) ICICI Bank reserves the absolute discretion and liberty to decline or honour the authorisation requests on the Card without assigning any reason. In certain cases, subject to its sole discretion, ICICI bank may require the Card Member to contact ICICI Bank 24-Hour Customer Care Centre to authenticate the transaction before approving it and charging to the Card Account.

(m) The Card Member agrees that he will not use the Card as payment for any illegal/unlawful purchase/purposes.

#### **IV. PERSONAL IDENTIFICATION NUMBER**

To enable the Card Member to use the Card, a Personal Identification Number (APIN) will be issued to him. The APIN shall be mailed to him and in the event the same is not received in a sealed envelope the Card Member shall contact an ICICI Bank branch or the ICICI Bank 24-Hour Customer Care Centre. This APIN may subsequently, be changed by the Card Member, at his own risk, at an ATM or at the ICICI Bank branch or at the ICICI Bank 24-Hour Customer Care Centre. The APIN provides access to the Card Account and the Card Member accepts the sole responsibility for use, confidentiality and protection of the APIN, as well as for all orders and information changes entered into the Card Account using such APIN. The Card Member shall not record the APIN in any form so as to facilitate the APIN coming to the knowledge of a third party. ICICI Bank is authorised by the Card Member for carrying out transactions and instructions authenticated by the APIN and shall not revoke the same. ICICI Bank has no obligation to verify the authenticity of the

Transaction Instruction sent or purported to have been sent from the Card Member other than by means of verification of the Card Member's APIN. The Card Member shall at all times take all appropriate steps, including those as mentioned herein, to maintain the security of the APIN. If the Card Member fails to observe the security requirements, he may incur liability for ICICI Bank. ICICI Bank may, in its absolute discretion, issue a new APIN on the existing Card. Subject to the provisions stated herein and as specified by ICICI Bank from time to time, the Card Member will not hold ICICI Bank liable in case of any improper/ fraudulent/unauthorized/ duplicate/ erroneous use of the Card and/or the APIN. ICICI Bank will also not be liable for any consequences connected with the use/ misuse of the Card by any third party due to the Card falling in the hands of any third party or the APIN coming to the knowledge of any third party. If any third parties gain access to the services, including the Card Account, the Card Member will be responsible and shall indemnify ICICI Bank against any liability, costs or damages arising out of such misuse / use by third parties based upon or relating to such access and use, or otherwise. A Pin is not issued for Visa mCheck credit cardholders.

#### **V. BREACH & TERMINATION / WITHDRAWAL**

**(a) Breach:** In the event of breach of any of these Terms and Conditions by any Card Member;

(i) notwithstanding any other provision of these Terms and Conditions the Card Member will remain liable for any loss directly or indirectly resulting from such a breach; and (ii) The Card Member will be liable to pay ICICI Bank, upon demand, all amounts outstanding from the Card Member to ICICI Bank, whether due and payable to ICICI Bank at the date of such demand or not.

**(b) Termination / Withdrawal:**

The Card Member may at any point of time, by notice in writing to ICICI Bank Limited, ICICI Phone Banking Center, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, India, request for termination of the Card Account.

(i) The aforesaid notice will not take effect till the Card has been defaced by cutting off the top right hand corner ensuring that both the hologram and magnetic stripe have been cut (except in case of an Online credit Card & Visa mCheck credit card), and has been received by ICICI Bank. Save as aforesaid, neither the Card Account nor any Card may be terminated.

(ii) In the event the Charges are incurred on the Card after the Card Member claims to have destroyed the Card, but the Card has not been received by ICICI Bank, the Card Member shall be entirely liable for charges incurred on the Card, whether or not the same are the result of the misuse and whether or not ICICI Bank has been intimated of the destruction of the Card.

(iii) ICICI Bank may at any time, with or without notice, as to the circumstances in ICICI Bank's absolute discretion require, terminate the Card Account and the Card. The Card Member expressly acknowledges and accepts that if the Card Member holds two or more Card Account with ICICI Bank, being governed under these Terms and Conditions and defaults in making payments due to ICICI Bank under one of the Card Account, ICICI Bank is authorized to block the credit limit as made available to the Card Member under all other ICICI Bank's Card Account/s as well as withdraw such privileges / benefits as made available under all such Card Account/s, till such time the defaulting Card Account is regularized by the Card Member. The Card Member also agrees and acknowledges that ICICI Bank shall not be required to provide any additional notice for the above.

(iv) On termination of the Card Account and notwithstanding any prior agreement between ICICI Bank and the Card Member to the contrary: (A) the total of all the Charges then outstanding, whether or not already reflected in the Statement and, (B) the amount of any Voluntary Charges

incurred after termination (with effect from the date of relevant Transaction Instruction), shall become forthwith due and payable by the Card Member as though they had been so reflected, and interest will accrue thereon from the date such charges have been incurred, as applicable from time to time.

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

Card may be withdrawn and the Card Account may be closed at any time without reference to the validity period embossed on the Card. The Card Member agrees to surrender the Card to ICICI Bank, or its representative, upon being requested to do so. Use of the Card after the notice of withdrawal of its privileges is fraudulent and subjects the Card Member to legal proceedings.

## **VI. CHARGES & PAYMENTS**

Charges comprise each of the following:

(A) Voluntary Charges will include: The amount of any purchase of goods and / or service made by a Transaction Instruction; The amount of any cash advance provided pursuant to a Transaction Instruction; Any amount, which the Card Member has requested ICICI Bank to debit the Card Account by virtue of a Transaction Instruction

(B) Involuntary Charges will include: Any fees charged by ICICI Bank in respect of a Card Account or a Card, including joining, annual, replacement, renewal, handling, late payment and other fees. The joining / annual fees will be debited to the Card Account at ICICI Bank's prevailing rates. These fees shall be non-refundable. An annual fee towards renewal of membership shall be payable by the Card Member on or before the first anniversary of the Card. Service charges on specific types of transactions as decided by ICICI Bank from time to time may be levied. The method of computation of Involuntary Charges will be as notified by ICICI Bank from time to time.

(C) ICICI Bank's record of the amount of any Charge, specified herein above, shall, in the absence of manifest error, be final and binding on the Card Member, and shall be conclusive in any case where ICICI Bank has effected any payment pursuant to a Voluntary Charge. All statutory taxes, service tax, all other imposts, duties (including stamp duty and relevant registration charges, if any, in connection with the Card) and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority in respect of or in connection with the Card.

(D) Delayed or Amended Charges

a) A Merchant may process delayed or amended charges if the Card Member has consented to be liable for delayed or amended charges for a Hotel, Car Rental Company, or Cruise Line Transaction or any other transactions.

b) A delayed or amended charge shall be processed to the Card Account within 90 calendar days of the transaction date of the related transaction.

c) These transactions may include room, food or beverage charges, taxes, fuel, insurance, rental

fees, damage to rental vehicles, parking tickets and other traffic violations, and goods and services purchase aboard a Cruise Line vessel.

(E) Charges in Foreign Currency In respect of Cards other than internationally valid Cards, ICICI Bank will not be bound to take cognisance of, and will not be liable in any manner whatsoever in respect of any charges which are incurred in foreign currency in the territories other than Nepal & Bhutan. Without prejudice to the aforesaid, any payment of such Charges made by ICICI Bank will be with full recourse to the Card Member, and will not be considered as absolving the Card Member of any liability in relation to incurring of such charges or payments thereof by ICICI Bank. ICICI Bank shall be fully indemnified and held harmless against all consequences of such payments, by the Card Member.

(F) Transactions with Railways:

When a ticket is booked with a Credit Card, the Card Member will have to pay for the purchase of the ticket subject to any additional charges, if applicable. For any ticket subsequently cancelled the amount will only be credited to the Card Account (less cancellation charges) as and when credit for the same is received by ICICI Bank.

However, on successful submission of the charge slip to ICICI Bank by the Card member, within 150 days from the date of cancellation together with a letter confirming the date of purchase, the date of cancellation and a copy of the Statement where the debit has appeared for the purchase of the tickets, the credit shall be posted to the Card Member's Card Account. A transaction fee as applicable will be levied.

(G) Transactions at Fuel Stations:

When the Card Member uses the Card to pay for fuel, he will be charged a transaction fee as mentioned in the Tariff Annexure.

(H) The Card Member shall become liable as soon as a Charge has been incurred by use of the Credit Card. If there are any outstanding (whether billed or not) remaining unpaid as on a Payment Due Date then such outstanding shall bear and carry such Charges as specified in the Tariff Annexure. The charge is computed on an average daily balance method and will be levied from either of the following dates: Where the charge is in respect of purchase of goods or services, from the date of it being included in the records of ICICI Bank. Where the charge is in respect of withdrawal of cash, from the date of such withdrawal up to the date of receipt of payment by ICICI Bank.

(I) Without prejudice to the liability of the Card Member to immediately pay all Charges on or before the Payment Due Date, as communicated in the Statement, the Card Member may exercise the option to pay on or before the Payment Due Date, only the Minimum Amount Due (MAD) indicated in the Statement. The MAD shall be 5% of the Total Amount Due, or such other amount as may be determined by ICICI Bank at its sole discretion. In case of any repayment through installments, the installment amount due during the statement period will be added to the Minimum Amount Due. If the total outstanding is more than the Credit or Cash Limit, then the amount by which the Credit or Cash Limit has been exceeded will also be included in the MAD. Minimum Amount Due shall also include unpaid Minimum Amount Due of the previous statements, if any. In cases where only the MAD has been paid, interest would be charged on the remaining amount of the Total Amount Due from the date of the transactions. Where such an option to pay only MAD is exercised by the Card Member, the same shall additionally be subject to the following special terms and conditions:

a) On receipt of the Statement, the Card Member can make the payment in any of the following



ways, by way of Infinity payment, Cheque payment, Draft payment, Cash payment, Auto Debit payment, RTGS payment, Click to Pay payment or NEFT payment, to ICICI Bank for the Total Amount Due as indicated in the Statement or an amount equal to or more than the Minimum Amount Due (MAD) by the Payment Due Date.

b) All charges incurred by the use of the Card shall bear and carry a service charge in the manner as stated under (clause (H) above).

c) If payment is made for the MAD or for any amount less than the Total Amount Due, interest and service charges will be applied on the total outstanding amount from the date of purchase, and on fresh purchases that are incurred subsequently, till subsequent Payment Date. In addition to the charges as stipulated herein above, Late payment charges will be applicable if the Minimum Amount Due (MAD) is not paid by the payment due date. Any MAD or portion thereof that has been paid shall cease to attract interest after the Payment Date if the same has been received by ICICI Bank from the Card Member.

\* ICICI Bank may, at its sole discretion, at any time, without prior notice, withdraw the option to pay only the MAD as described in the foregoing clauses, in relation to any Card Member. Unless otherwise agreed to by ICICI Bank, any payments received from the Card Member against amounts specified in a particular Statement shall be appropriated towards such dues in the following order with effect from October 20, 2008:

1. All taxes, fees, interest, costs, charges, expenses;
2. Payment towards personal loans on credit cards and installments payable on balance transfer facility;
3. Payment of installments for retail purchases (where payment against the retail purchases has been converted into installments);
4. Payment towards cash withdrawals and draft on phone facility;
5. Payment towards other variants of balance transfer facility that may have been availed by the Card Member;
6. Payment towards retail purchases.

Notwithstanding anything contained herein above: (i) ICICI Bank may, at its discretion, appropriate such payments towards the dues, if any, payable by the Card Member in respect of other facilities availed of by the Card Member from ICICI Bank in the order specified in the relative documents or otherwise; (ii) the order of appropriation may be modified by ICICI Bank at its discretion.

Excess amounts, if any, remaining after such appropriation may be appropriated against the amounts, which are to be specified in the immediately next Statement/s to be generated by ICICI Bank. ICICI Bank will assign a Credit-Limit to a Card Account, which must not be exceeded at any time. However, if the total outstandings exceed the Credit-Limit, an additional charge will be levied on the excess amount.

The Card Member shall be entitled to apply for a review / enhancement / reduction of the Credit-Limit and/or Cash Limit (if provided by ICICI Bank) , upon completion of 12 months of his membership. Alterations upon such review, if any, of the Credit Limit and/or Cash Limit will be at the sole discretion of ICICI Bank. ICICI Bank shall at its sole discretion be entitled to review (including enhancement or reduction) of the Credit Limit and/or Cash Limit assigned on the Card at any time and only enhancements, if any, to the Credit Limit and/or the Cash Limit, shall be effected by ICICI Bank with the consent of the Card Member.

Note: If the payment for the Total Amount Due is received by ICICI Bank on or before the Payment Due Date, no service charge will be levied. However, all cash transactions and drafts will attract a service charge at the prevailing rate from the date of transaction until the payment for the same is received by ICICI Bank.

(J) ICICI Bank will be entitled, but not bound, to give effect to any instructions given by the Card Member to effect his Credit Card payments by crediting his Card Account and debiting, with like amount, such other account as may have been established by the Card Member with ICICI Bank. The whole of the outstanding balance on the Card Account, together with the amounts of any outstanding Card transactions, effected but not yet charged to the Card Account, shall become immediately due and payable in full to ICICI Bank, by the Card Member, his successors, nominees, legal heirs in the event of his death (after adjustment of Credit Shield benefit\*) or insolvency or winding up of the business of the Card Member.

*\*For details, please visit [icicibank.com](http://icicibank.com)*

(K) The Card Member expressly accepts that if he fails to pay any money when due, or which may be declared due prior to the date when it would otherwise have become due, or commits any default under agreement with ICICI Bank under which the Card Member is enjoying any financial/credit/other facility, then, ICICI Bank shall, at its sole discretion, without prejudice, exercise all or any of its rights and remedies available to it in these Terms and Conditions and/or applicable laws.

(L) Without prejudice to the other rights of ICICI Bank hereunder, in case of delay in payment ICICI Bank reserves the right to withdraw the Credit Card privileges by instructing the Merchant Establishments not to honour the Credit Card. The Card Member accepts that, at its sole discretion, ICICI Bank or its appointed representatives/agents, may at any time follow up with him for payment against charges earlier incurred on the Card. The Card Member also agrees to pay all costs (including legal costs) of collection of all dues, all charges incurred by ICICI Bank for related and incidental matters including, charges for renewal/ replacement of a Card, for duplicate Statement / charge-slip, transaction fee for cash advance, collection charges for outstation cheques, penal fees for returned payments and like expenses, and in the event of legal action initiated, all legal expenses and decretal amount with interest.

For details on all Charges refer Tariff Annexure.

M) In the event the Cardholder / Card Member does not pay his outstanding dues on the relevant due dates, ICICI Bank shall be, in addition to the various rights and remedies of ICICI Bank referred to in the clauses herein, irrevocably entitled and authorised to contact and require the Cardholder's / Card Member's employers to make deduction/s from the salary/wages payable by the employer to the Cardholder / Card Member and to remit the same to ICICI Bank until all of the Cardholder / Card Member dues outstanding from the Cardholder / Card Member to ICICI Bank is/are completely discharged. The deductions shall be of such amounts, and to such extent, as ICICI Bank may communicate to (and instruct) the Cardholder's / Card Member's employers. The Cardholder / Card Member shall not have, or raise/create, any objections to such deductions. No law or contract governing the Cardholder / Card Member and/or the Cardholder's / Card Member's employer prevents or restricts in any manner the aforesaid right of ICICI Bank to require such deduction and payment by the Cardholder's / Card Member's employer to ICICI Bank.

## **VII. CASH WITHDRAWAL**

The Card Member can use the Card to access emergency cash from teller counters at ICICI Bank branches/Automated Teller Machines (ATMs) of select ICICI Bank locations or correspondent banks/other locations as decided periodically by ICICI Bank and as specified by ICICI Bank to Card Member from time to time. The total amount that can be withdrawn under this facility at any point in time should not exceed the available Cash Limit as specified by ICICI Bank for each Card Member. The Card Member shall be required to retain the record of the transaction, generated by the ATM, with him. A transaction fee would be levied on all charges and would be billed to the

Card Member in the Statement communicated thereafter. In addition, all cash withdrawals will also attract a service charge calculated on an average daily outstanding balance method from the date of such withdrawal till the payment is received by ICICI Bank. This service charge will be debited to the Card Account.

The transaction fees and service charges as mentioned above are non-refundable. The Cash Limit on selective Card , as may be specified by ICICI Bank, for the first one hundred eighty (180) days from the date of issuance of the Card shall be NIL. After the expiry of the first 180 days period, the Cash Limit shall be made available to the Card Member by ICICI Bank at its sole discretion and on such terms as may be communicated by ICICI Bank from time to time.

#### **VIII. DRAFT ON PHONE**

Request for issue of drafts can be made on the Card Account over the telephone through the ICICI Bank 24-Hour Customer Care Centre. All drafts will be issued only for amounts not exceeding the available Cash-Limit and a transaction fee would be levied on all drafts and would be billed to the Card Member in the Statement. In addition to the transaction fee, all drafts will also attract a service charge and shall be payable from the date of issuance of the draft to the date of repayment by the Card Member to ICICI Bank. The service charge will be debited to the Card Account at ICICI Bank's prevailing rate. The transaction fees and service charges as mentioned above are non-refundable. ICICI Bank reserves the right to discontinue this facility at anytime without prior notice and without liability to the Card Member. The draft once issued will be mailed /couriered to the Card Member's mailing address last recorded in ICICI Bank's records. While every effort will be made to deliver the draft within 4 working days from the time the request is received by ICICI Bank 24-Hour Customer Care Center, no assurance in this behalf is held out. ICICI Bank will not be responsible on account of nondelivery or delays in delivery or non-receipt of drafts. If a draft is lost or is to be cancelled, the ICICI Bank 24-Hour Customer Care Centre must be informed immediately. ICICI Bank will refund the principal of the draft only through credit to the Card Account after receiving a duly filled indemnity (in a form acceptable to ICICI Bank) from the Card Member. For drafts to be cancelled the draft must be returned and a cancellation charge will be levied. If a draft is lost/stolen, ICICI Bank will not be responsible for replacement or compensation.

#### **IX. INSURANCE BENEFIT**

The Card Member may be offered various insurance benefits from time to time by ICICI Bank through a tie up with the Insurance Company. In all cases of claim, the Insurance Company will be solely liable for settlement of the claim, and the Card Member will not hold ICICI Bank responsible in any manner whether for compensation, recovery of compensation, processing of claims or for any other reason whatsoever. Subject to the terms of the para below, the Insurance Company will be absolved of all its liabilities by releasing approved dues to the nominee of the Card Member whose name and signature, duly witnessed, appears on the insurance nomination form forwarded by the Card Member to the Insurance Company directly or through ICICI Bank. Any change in the nomination will be intimated to ICICI Bank by the Card Member in writing. The Card Member further acknowledges that the insurance benefits so provided will be available to the Card Member only so long as the Card Member is and remains a Card Member of ICICI Bank with his Card Account being good and regular and no event of default has occurred. The Card Member further agrees that the insurance claim proceeds may be placed in escrow by the Insurance Company at the direction of ICICI Bank until satisfactory discharge of all outstanding liabilities on the Card by the Card Member. In the event of the Card facility being terminated, for whatever reason, all such insurance benefits shall automatically and ipso facto cease to be available from such date of cessation of membership. ICICI Bank may at any time (at its sole discretion without giving any prior notice thereof) modify, suspend, withdraw or cancel these insurance benefits and there will be no binding obligation on ICICI Bank to continue these benefits.

## **X. LOST, STOLEN OR MISUSED CREDIT CARDS**

If a Card is lost or stolen, it must be reported immediately to the ICICI Bank Customer Care. However, in case of loss of Card due to theft, the Card Member must also file a report with the local police station and should be able to produce a copy of the same upon request by ICICI Bank. ICICI Bank will, upon adequate verification, suspend the Card Account and terminate all facilities in relation thereto and will not be liable for any inconvenience caused to the Card Member.

Card Members shall take cognisance of the fact that once a Card is reported lost, stolen or damaged, the Card cannot be used again, even if found subsequently. The Card Member declares that if a Card is reported lost, damaged or stolen, it shall not be used again, even if found or said to be in a non-damaged condition subsequently. In such cases, the Card Member shall promptly cut the Card in 4 pieces and return the same to ICICI Bank for cancellation. The Card Member is responsible for the security of the Card and shall take all steps towards ensuring that the Card is not misused. In the event that ICICI Bank determines that the Card Member has failed to take the steps as mentioned above in case of loss / theft /destruction of the card and the same are questionable, financial liability on the lost, stolen or damaged card would rest with the Card Member and could even result in cancellation of the Card Account.

No liability shall attach to the Card Member for any unauthorized transactions done on the Card after the reporting of the loss/theft/damage of the Card and upon ICICI Bank having suspended the Card Account. Liability of any transaction made on the Card post reporting its loss/theft/ damage shall fall upon the Bank. However, in case of any dispute relating to the time of reporting and/ or transaction/s made on the Card, post reporting of the said Card as being lost/ stolen/ misused, ICICI Bank shall reserve the right to ascertain the time and/ or the authenticity of the disputed transaction.

ICICI Bank constantly monitors the risk of using the Card in the High Risk Countries . ICICI Bank will attempt to call the Card Members to inform them about the probable fraud risk that could emanate from such Card usage at High Risk Countries and shall seek consent from the Card Member to block the Card from further usage. In the event, the Card Member chooses not to block the Card after being informed by ICICI Bank of probable fraud risk or are not contactable by ICICI Bank, ICICI Bank shall not stand liable or responsible in any manner for any fraudulent transactions reported to it thereafter on account of fraudulent usage of the Card or otherwise.

## **XI. EXCLUSION OF LIABILITY**

Without prejudice to the remedies available to ICICI Bank and these Terms, ICICI Bank shall be under no liability whatsoever to the Card Member in respect of any loss or damage arising directly or indirectly out of:

- a) any defect in any goods or services supplied;
- b) the refusal of any person/Merchant Establishment to honour or accept a Card;
- c) the malfunction of any computer terminal;
- d) the giving of Transaction Instruction by any person other than by a Card Member;
- e) handing over of the Card by the Card Member to anybody other than ICICI Bank or its representatives;
- f) ICICI Bank exercising its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether by ICICI Bank;
- g) the exercise by ICICI Bank of its right to terminate any Card and the Card Account;
- h) any injury to the credit character and reputation of the Card Member alleged to have been caused by the repossession of the Card and/or, any request for its return or the refusal of any merchant establishment/ mail order establishment to honour or accept the Card;
- i) any mis-statement, misrepresentation, error or omission in any details disclosed by ICICI Bank; In the event a demand or claim for settlement of outstanding dues from the Card Member is made, either by ICICI Bank or any person acting on behalf of ICICI Bank, the Card Member agrees and

acknowledges that such demand or claim shall not amount to be an act of defamation or an act prejudicial to or reflecting upon the character of the Card Member, in any manner.

The Cardholder acknowledges that the provision of the facility of receiving alerts on mobile phone number or e-mail, provided by the Cardholder while applying for the credit card facility, is dependent on the infrastructure, connectivity and services to be provided by service providers engaged by ICICI Bank or otherwise. The Cardholder accepts that timelines, accuracy and readability of alerts sent by ICICI Bank will depend on factors affecting other service providers engaged by ICICI Bank or otherwise. ICICI Bank shall not be liable for non-delivery or delayed delivery of alerts, error, loss or distortion in transmission of alerts to the Cardholders.

## **XII. BALANCE TRANSFER FACILITY**

**"Facility"** means transfer, at the sole discretion of ICICI Bank, of such amount of the outstanding balances on Card Member's other bank's credit cards to Card Member's Card provided / agreed to be provided by ICICI Bank, not exceeding the available Credit-Limit.

**"Easy BT"** means the Facility in the event the Card Member converts the mode of repayment of the Facility into Equated Monthly Installments.

**"EMI" or "Equated Monthly Installment"** means the equated monthly installment of the amounts payable by the Card Member to ICICI Bank in respect of the Facility, comprising of principal amount of the Facility and interest thereon.

**"Interest Free Balance Transfer"** means the Cardholder avails the Facility at 0% interest rate for a definite period specified by ICICI Bank.

**"LTBT"** (Life-time Balance Transfer) means the Cardholder avails the Facility for an unspecified period of time at a rate specified by ICICI Bank at the time of availing of the Facility.

### **USAGE OF THE FACILITY:**

Under the Facility, ICICI Bank shall at its sole discretion, permit the Card Member to transfer all or part of his outstanding balances on credit cards issued by other banks / entities, to his Card Account. Such transfer shall be effected by way of a demand draft sent to the mailing address of the Card Member, last registered with ICICI Bank, favouring the other bank / entity issuing the credit card for crediting the card account of the Card Member with such other bank / entity for the approved Facility amount.

ICICI Bank shall not be liable for any overdue payments or service charges that may be incurred by the Card Member in respect of his other credit card post the Facility being granted / agreed to be granted by ICICI Bank. The Card Member shall remain liable to continue to make payments to the other credit card issuing bank / entity until the transferred amount of the Facility is received by the other credit card issuing bank / entity. Additionally, the Card Member shall also receive the confirmation in a future statement providing that his card account with the other credit card issuing bank / entity has been credited. The Facility shall be available to the Primary Card Member as well as the Supplementary Card Member, subject to the available Cash- Limit and/or Credit-Limit and will be provided to the Card Member requesting the facility.

The Cash-Limit and/or the Credit-Limit on the Card will be blocked by the amount of the Facility granted to the Card Member. The Card Member shall be required to pay a nonrefundable processing fee on the Facility up to the percentage specified by ICICI Bank to the Card Member as

specified in the Tariff Annexure. Service tax shall be applicable on the processing Fee and interest amount as per ICICI Bank's prevailing rates. Such amount shall be reflected in the Statement for the particular month.

On applying for the Facility to ICICI Bank by the Card Member, ICICI Bank shall conduct a dummy authorization for Rs. Ten (10) on the credit card of the other bank for which the Facility is availed of. If the authorization is successful, the Balance Transfer transaction will be processed subject to other terms and conditions at the sole discretion of ICICI Bank.

**REPAYMENT:**

In case of the Facility being Easy BT, the Card Member shall repay the Facility and interest thereon in EMIs. The interest shall be at such rate which has been indicated by ICICI Bank to the Card Member at the time of making the offer for the Facility and as also as communicated to the Card Member thereafter. The interest calculation will start from the time the request regarding Easy BT has been confirmed from the Card Member. The amount of the EMIs together with other details of the Facility (including rate of interest) shall be also communicated to the Card Member at his/her mailing address.

The amount of EMI due for a particular month shall subsequently be reflected in the Statement of that particular month. ICICI Bank shall be entitled / is authorised by the Card Member to debit the Card Account of the Card Member on a monthly basis for the amount of EMI due for that particular month, as has been intimated to the Card Member through the Statement. Upon repayment by the Card Member, the Cash Limit / Credit Limit shall be reinstated to the extent of the amount of EMI repaid by the Card Member.

The Card Member shall be required to pay the entire amount of the EMI for a particular month on the Payment Due Date, as indicated in the Statement and the same shall not be permitted to be carried forward/included in the next Statement. In the event the payment is not made by the Payment Due Date as specified, it shall be construed as a default by the Card Member and Card Member shall become liable to pay the amount together with the interest as may be leviable on his Facility and late payment charges, as specified in the Tariff Annexure.

The amount of the Facility in cases other than Easy BT shall form part of the Total Amount Due and/or EMI Amount Due and shall be repayable in the manner as provided in Clause VI and XXXIV, respectively.

In case the Card Member avails the Interest free Balance Transfer, only the principal balance amount transferred is interest-free for the specified period. In case the Card Member makes only part payment of the Total Amount Due after availing the Facility, the amount paid by the Card Member shall be appropriated and interest and service charges shall be levied as per the terms and condition stated in Clause VI (l) above.

In case the Card Member avails the LTBT, the rate specified by ICICI Bank applies only to the principal balance amount transferred. In case of part payment of the Total Amount Due after availing the Facility, the amount paid by the Card Member shall be appropriated and interest and service charges shall be levied as per the terms and condition stated in Clause VI (l) (c) above . 5% of the principal balance amount transferred shall be considered while calculating the Minimum Amount Due.

**FORECLOSURE OF FACILITY:**

In case of the Facility being Easy BT, if the Facility is foreclosed/ terminated before the tenure of the repayment of the Facility, the amount of the Facility outstanding at the time of

foreclosure/termination together with all interest thereon and all other monies in respect of the Facility shall become repayable by the Card Member immediately. The Card Member may foreclose the Facility at any time by contacting ICICI Bank's 24 Hour Customer Care Centre to avail of the foreclosure. The Card Member shall pay such foreclosure charges as may be indicated by ICICI Bank in the communication sent to the Card Member at the time of granting the Facility.

ICICI Bank shall, without prejudice to all rights and remedies, have the right to call upon the Card Member to forthwith repay the Facility, all interest thereon and all other monies in respect of the Facility upon occurrence of event of default in payment of EMI for two consecutive months and the Card Member shall be liable to repay all such amounts upon such demand.

**CANCELLATION OF FACILITY:**

The Card Member may cancel the Facility within 15 days of granting the Facility, by contacting ICICI Bank's 24 Hour Customer Care Centre. Such cancellation shall be subject to return of the demand draft at Credit Card Operations, ICICI Bank Ltd. C Wing, Autumn Estates. Chandivali Farm Road, Chandivali. Next to Chandivali Studio, Opp. MHADA Andheri - East, Mumbai - 400072 and non encashment of the demand draft by the Card Member or the beneficiary.

**XIII. SUPPLEMENTARY CARD**

Upon receipt of a request by the Primary Card Member for issuance of an add-on Card to the family member(s) of the Primary Card Member, ICICI Bank shall at its sole discretion issue a Supplementary Card to the family members of the Primary Card Member on such terms and conditions as decided by ICICI Bank from time to time.

The usage of the Supplementary Card shall be deemed acceptance of these Terms and Conditions. The holder of any Supplementary Card and the Primary Card Member, authorising its issuance, are jointly and severally bound /liable by these Terms and Conditions / for payment, however it shall be the Primary Card Member's responsibility to ensure payment of all charges due and payable under the Supplementary Card. The facility of a Supplementary Card, being a special facility at such fee/rate as may be stipulated by ICICI Bank from time to time, continuation of the membership of the Supplementary Card Member will be solely dependent on the continuation of membership of the Primary Card Member.

**XIV. BILLING**

All Card Members will be billed on a monthly basis for all Charges incurred by the use of Card and for all charges applicable to the Card Account. ICICI Bank shall endeavor that no delay is caused in dispatching the Statement to the Card Member. However, there may be no statement generated for the period in which there has been no outstanding due and no transaction on the Card Account in the preceding month.

ICICI Bank shall endeavor to provide Statement online with suitable security to ensure that the Statement can be accessed only by the Card Member. In the event of non-receipt of the Statement, for any reason whatsoever, there being no delay on part of ICICI Bank in dispatching them, the Card Member shall pay ICICI Bank the sum total of all dues calculated by using copies of the charge slips in his possession by the Payment Due Date or by enquiring the same by calling ICICI Bank 24 Hour Customer Care Centre.

**XV. TERMS FOR INSTANT MERCHANT BASED INSTALLMENT PROGRAM**

"EMI" or "Equated Monthly Installment" means the equated monthly installment of amounts payable by the Card Member to ICICI Bank comprising of principal amount, interest and any/ or other charges, if applicable.

"Instant EMI" refers to the conversion into EMI upon request by the Card Member, of transactions performed using the Card at ICICI Bank EDC (Electronic Data Capture) terminal and/or for such online transactions, where the option for such conversion is available. ICICI Bank shall be entitled to, at its sole discretion, make available to individual Card Member, Instant EMI on the Credit Card, without prejudice to the obligation of the Card Member to make immediate payment on the incurring of the Charge, the Card Member may, seek to avail of the option of paying for certain purchases through Equated Monthly Installments (EMIs) as will be informed to the Card Member by ICICI Bank 24 Hour Customer Care Centre and as indicated in the Statement sent to the Card Member which shall be subject to the following terms:

(i) Once a Card Member has opted for payment by Instant EMIs, any subsequent change will attract a pre-closure charge as may from time to time be fixed by ICICI Bank depending upon the nature of the purchase;

(ii) In case any portion of the billed and outstanding charges are not permitted to be paid in Instant EMIs and such portion is not paid by the Payment Due Date, the same will bear and carry an interest, service charge and late payment charge at the rate and in the manner stated in Clause VI;

(iii) The Instant EMI facility will be available with respect to the Credit Card which presently comprise of the following purchases, viz.,

(a) New purchases at Merchant Establishment;

(b) Conversions of past purchases at Merchant Establishment through ICICI Bank 24 Hour Customer Care Centre.

(iv) The Instant EMI facility is available to the Card Member at ICICI Bank's sole discretion and such facility will be available:

(a) for such period and at such Merchant Establishments as ICICI Bank may decide;

(b) the interest component of the Instant EMIs will be Card Member and Merchant specific as decided by ICICI Bank;

(c) the amount of down payment, the amount of transaction fee, the tenure for the payment of Instant EMIs and other payment particulars will be Card Member and Merchant specific as ICICI Bank may decide. This facility of Instant EMI is not available on Business Card, Corporate Card, EMI Card and American Express card.

## **XVI. AUTO DEBIT FACILITY**

The Card Member may avail of auto debit facility for making the payments of the Card dues. On availing the auto debit facility, the bank account of the Card Member (details of which shall be provided to ICICI Bank) will be debited, for the amount mentioned above, on the Payment Due Date as indicated in the Statement sent to the Card Member. Provided, however, that the Payment Due Date should be a Business Day otherwise the bank account shall be debited on next Business Day. In the event of the said bank account not having sufficient funds on the Payment Due Date, the Card Member shall be liable to pay all the Charges applicable in addition to the Card dues. The Card Member agrees and confirms that all the particulars submitted to ICICI Bank by the Card Member for availing of the auto debit facility shall be correct and complete. ICICI Bank shall not be liable if the auto debit transaction is delayed or not effected at all for reasons of incomplete or incorrect information or for any reason whatsoever. The Card Member further agrees and undertakes to inform the Card Member's bank of the auto debit instructions issued in favour of ICICI Bank and not to close the said bank account without the prior consent of ICICI Bank. Such instructions cannot be withdrawn /cancelled except with the written consent of ICICI Bank.



## **XVII. RETURNED PAYMENTS**

In case the cheque, or any other payment instrument or instruction given by the Card Member, towards payment of his Card dues, is not honoured, or must be returned to the Card Member because it cannot be processed, ICICI Bank reserves the right to initiate legal proceedings against the Card Member and will levy fee at its sole discretion and/or temporarily/permanently cancel the Card. The Card Member will also be liable to pay the cheque return charges and late payment charges or any other charges as may be decided by ICICI Bank.

## **XVIII. DISPUTES**

Any charge slip, or other payment requisition, received by ICICI Bank for payment shall be conclusive proof that the charge recorded on such a charge slip or other requisition, was properly incurred by the Card Member, unless the Credit Card is lost, stolen or fraudulently misused and the same is reported as provided in Clause IX herein above, the burden of proof for which shall be on the Card Member. The other payment requisition referred to in this clause shall include any and all payments pertaining to permissible expenses incurred by a Cardholder at a Merchant Establishment by use of the Card which is not recorded as a Charge. Signature of the Card Member on such charge slips together with the Card number noted thereon shall be conclusive evidence of the liability incurred by the Card Member. In case of facilities availed of through the ICICI Bank 24-Hour Customer Care Centre/Infinity access to the ICICI Bank 24 Hour Customer Care Center/Infinity by using the APIN/Password/User-id will be conclusive proof of the Card Member effecting the transaction. ICICI Bank shall not be required to ensure that the Card Member has duly received the purchased goods or services. In the event the Card Member chooses to disagree with a charge indicated in the Statement, the same should be communicated to ICICI Bank within 60 (Sixty) days of receipt of the Statement, failing which it would be construed that all Charges indicated in the Statement are in order.

## **XIX. SECURITY**

In case of a secured Credit Card the whole of the outstanding balance on the Card Account, together with the amount of any outstanding Card transactions along with interest and all other cost, charges as mentioned hereunder, effected but not yet charged to the Card Account during the usage of the Credit Card by the Card Member will be secured by way of pledge/hypothecation of such securities / fixed deposits / such other assets as approved by ICICI Bank standing in the name of the Card Member singly or jointly with any other person or securities standing in the name of the third party, in the form and manner as prescribed by ICICI Bank. The Card Member shall execute all such documents in the form and manner satisfactory to ICICI Bank for creation the security. Costs involved in creation of security and completion of all other formalities, including but not limited to stamp duty, etc. shall be borne by the Card Member.

## **XX. COLLECTIONS**

ICICI Bank shall be entitled, at the sole risk and cost of the Card Member, to engage one or, more person(s) to collect the Card Member's dues and/or to enforce any security provided by the Card Member, and ICICI Bank may (for such purposes) furnish to such person(s) such information, facts and figures pertaining to the Card Member and the security as ICICI Bank deems fit. ICICI Bank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith, or incidental thereto, as ICICI Bank deems fit.

## **XXI. QUALITY OF GOODS & SERVICES**

ICICI Bank shall not, in any way, be responsible for merchandise, merchandise warranty or services purchased, or availed of by the Card Member from Merchant Establishments, including on account of delay in delivery, non-delivery, non-receipt of goods or receipt of defective goods by the Card Member. It must be distinctly understood that the Credit Card is purely a facility to the

Card Member to purchase goods and/or avail of services, ICICI Bank holds out no warranty or makes no representation about quality, delivery or otherwise of the merchandise. Any dispute or claim regarding the merchandise must be resolved by the Card Member with the Merchant Establishment. The existence of the claim or dispute shall not relieve the Card Member of his obligation to pay all the Charges to ICICI Bank and the Card Member agrees to pay such charges promptly.

## **XXII. CREDIT TRANSACTION**

A debit for a purchase and a subsequent credit for cancellation of goods / services are two separate transactions. The Card Member must pay for the purchase transaction as it appears in the Statement to avoid any additional charges being levied. On cancellation the refund will only be credited to the Card Account (less cancellation charges) as and when received by ICICI Bank.

However, on successful submission of credit charge slip by the Card Member, the credit shall be posted to the Card Account. If the credit is not posted to the Card Account within a reasonable time, the Card Member must notify ICICI Bank.

## **XXIII. CHARGES MADE IN FOREIGN COUNTRIES**

The Card Member declares that the Credit Card issued to him, if used overseas shall be utilised strictly in accordance with the relevant exchange control regulations, issued and as amended by RBI from time to time. In the event the Card Member exceeds his entitlements as per the exchange control guidelines of RBI, the Card Member shall bring the same immediately to the notice of ICICI Bank in writing. If the passport is required to be endorsed for any such charges incurred as stipulated by RBI, the onus of getting the passport endorsed shall lie entirely on the Card Member. In the event of any failure to comply with the prevailing exchange control guidelines issued by RBI by the Card Member, he shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time, and be debarred from the Card facility either at ICICI Bank's instance or by RBI. ICICI Bank shall be under no liability in respect of any loss or damage arising directly or indirectly out of decline of a charge because of exceeding foreign exchange entitlements as prescribed by RBI guidelines issued from time to time, on ICICI Bank becoming aware of the Card Member exceeding his entitlements. If a transaction is made in a currency other than Indian Rupees, that transaction will be converted into Indian Rupees. The conversion will take place on the date the transaction is settled with ICICI Bank, which may not be the same date on which the transaction was made. If the transaction is not in US Dollars, the conversion will be made through US Dollars, by converting the charged amount into US Dollars and then by converting the US Dollar amount into Indian Rupees. Unless a specific rate is required by applicable law, the conversion rate from US Dollar to Indian Rupees will be at the rates provided by VISA, MasterCard and AMEX on the settlement date, increased by a Currency Conversion Factor assessment on such transactions.

## **XXIV. ICICI BANK CREDIT CARD REWARDS**

**ICICI Bank shall offer the following Credit Card reward point schemes to Card Member/s:**

**1. "ICICI Bank Rewards Scheme"** shall mean the reward scheme of ICICI Bank.

"ICICI Bank Reward Points" shall be the reward points awarded under the ICICI Bank Rewards Scheme.

**2. "Hand-picked Rewards Scheme"** shall mean the premium reward scheme of ICICI Bank.

"Hand-picked Reward Points" shall be the rewards points awarded under the Hand-picked Rewards Scheme.

**3. "PAYBACK Scheme"** shall mean the reward scheme of ICICI Bank in collaboration with PAYBACK.

"PAYBACK Points" shall be awarded under the PAYBACK Scheme.

"PAYBACK" refers to the reward program of LSRPL under this brand name. "LSRPL" shall mean Loyalty Solutions and Research Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Florence, J.L.Nehru Road, Vakola, Santacruz (E). Mumbai 400055 (hereinafter referred to as "LSRPL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns); under the brand name of PAYBACK.

"PAYBACK Card" shall mean and include the card issued by LSRPL for redeeming the PAYBACK Points as per the terms and conditions specified by LSRPL.

"PAYBACK Member" means a person holding a PAYBACK Card and registered with PAYBACK in the manner prescribed on the PAYBACK Website.

"PAYBACK Website" shall mean the website at url:[www.PAYBACK.in](http://www.PAYBACK.in)

"Delinquent Account" shall mean a Card Account in which payment has not been made as specified in the Payment Clause under these Terms and Conditions.

"Effective Date" shall mean the date from which the ICICI Bank Reward Point Scheme(s) commence(s), which shall be communicated by ICICI Bank to Card Member/s from time to time. However, the Card Member can avail the benefits under the PAYBACK Scheme only from the date of registration with PAYBACK.

"Scheme Termination Date" shall mean the date on which the ICICI Bank Reward Point Scheme(s) is / are terminated by ICICI Bank at its sole discretion.

"Valid Charge" means a charge incurred by the Card Member for purchase of goods or services on the Card and any other charge as may be included by ICICI Bank from time to time for the purpose of inclusion in ICICI Bank Reward Point Schemes.

If during the period of any promotional scheme offered by ICICI Bank or thereafter, the use of the Card is withdrawn, or cancelled, or is liable to be cancelled, or the Card Account is termed as a delinquent account, then any offer/benefit including but not limited to gift/discounts/cash-back offered during the promotion period shall ipso facto stand immediately and automatically canceled for the Card Member.

"**Anniversary Year**" means the period of twelve months from the date of issue of a Card and each twelve-month period thereafter.

## **1. Terms and Conditions applicable to the ICICI Bank Rewards Scheme:**

- The ICICI Bank Rewards Scheme shall come in force from the Effective Date and shall be available to Card Member/s holding select ICICI Bank Credit Cards only, on and after the Effective Date.
- Under the ICICI Bank Rewards Scheme, ICICI Bank shall award ICICI Bank Reward Points for Valid Charges incurred by the Card Member on select ICICI Bank Credit Cards.
- The ICICI Bank Reward Points earning system will follow an Anniversary Year of reward-earning.
- The ICICI Bank Reward Points, as earned by the Card Member under the ICICI Bank Rewards Scheme shall be indicated in the monthly Statement sent to the Card Member.
- The Card Member can redeem his/ her accumulated ICICI Bank Reward Points against redemption offers made by ICICI Bank from time to time.
- Upon redemption of the ICICI Bank Reward Points, the ICICI Bank Reward Points so

redeemed shall automatically stand reduced or debited from the accumulated ICICI Bank Reward Points in the Card Account.

- With effect from June 12, 2014, a Redemption Handling Fee + Service Tax will be charged on every ICICI Bank rewards redemption request for reward points earned on ICICI Bank Credit Cards. The same will be charged to the Card member in the monthly Credit Card statement.

The details of the Redemption Handling Fee to be levied are as under:

Reward Scheme	Redemption Handling Fee
ICICI Bank Rewards Scheme	₹99 + Service Tax

- If any time before the Scheme Termination Date the use of the select Credit Card is withdrawn, or cancelled, or is liable to be cancelled, or the Card Account is termed as a Delinquent Account, all the ICICI Bank Reward Points then standing to the credit of the Card Member shall ipso facto stand immediately and automatically cancelled.
- Such cancelled ICICI Bank Reward Points shall not be credited to the Card Account even if the Card Member reinstates his/ her membership with ICICI Bank.
- At the end of the Scheme Termination Date, the ICICI Bank Reward Points standing to the credit of the Card Member which have not been redeemed within the stipulated time shall lapse automatically.

## 2. Terms and Conditions applicable to the Hand-picked Rewards Scheme:

- The Hand-picked Rewards Scheme shall come in force from the Effective Date and shall be available to Card Member/s holding select ICICI Bank Credit Card/s only.
- Under the Hand-picked Rewards Scheme, ICICI Bank shall award Hand-picked Reward Points for Valid Charges incurred by the Card Member on select ICICI Bank Credit Cards.
- The Hand-picked Reward Points earning system will follow an Anniversary Year of reward-earning.
- The Hand-picked Reward Points, as earned by the Card Member under the Hand-picked Rewards Scheme shall be indicated in the monthly Statement sent to the Card Member.
- The Card Member can redeem his/ her accumulated Hand-picked Reward Points against redemption offers made by ICICI Bank from time to time in the Hand-picked Rewards catalogue available on ICICI Bank website [www.icicibank.com](http://www.icicibank.com).
- Upon redemption of the Hand-picked Reward Points, the Hand-picked Reward Points so redeemed shall automatically stand reduced or debited from the accumulated Hand-picked Reward Points in the Card Account.
- With effect from June 12, 2014, a Redemption Handling Fee + Service Tax will be charged on every ICICI Bank rewards redemption request for reward points earned on ICICI Bank Credit Cards. The same will be charged to the Card member in the monthly Credit Card statement.

The details of the Redemption Handling Fee to be levied are as under:

Reward Scheme	Redemption Handling Fee
ICICI Bank Hand – Picked Rewards Scheme	₹99 + Service Tax

- If any time before the Scheme Termination Date the use of the select Credit Card is withdrawn, or cancelled, or is liable to be cancelled, or the Card Account is termed as a Delinquent Account, all Hand-picked Rewards Points then standing to the credit of the Card Member shall ipso facto stand immediately and automatically cancelled.
- Such cancelled Hand-picked Reward Points shall not be credited to the Card Account even if the Card Member reinstates his/ her membership with ICICI Bank.
- At the end of the Scheme Termination Date, the Hand-picked Reward Points standing to the credit of the Card Member which have not been redeemed within the stipulated time shall lapse automatically.

### 3. Terms and Conditions applicable to the PAYBACK Scheme:

- The PAYBACK Scheme shall come in force from the Effective Date and shall be available to Card Member/s holding select ICICI Bank's Credit Card only, on and after the Effective Date.
- Under the PAYBACK Scheme, ICICI Bank shall award PAYBACK Points for Valid Charges incurred by the Card Member on select ICICI Bank Credit Cards.
- The PAYBACK Points, as earned by the Card Member under the PAYBACK Scheme shall be indicated in the monthly Statement sent to the Card Member. At the end of each billing cycle, PAYBACK points earned by Card members on valid transactions for such previous billing cycle shall be transferred by ICICI Bank from the Card Account to the Card Member's PAYBACK account.
- Card Member/s shall be able to redeem their PAYBACK Points only upon becoming a PAYBACK Member and by use of the PAYBACK Card against the item(s) available in the PAYBACK reward catalogue. Details of the same may be communicated by LSRPL to the PAYBACK Member/s or for further details of the same and to become a PAYBACK Member, Card Member/s, can visit the PAYBACK Website. Upon redemption of the PAYBACK Points, the PAYBACK Points so redeemed shall automatically stand reduced or debited from the accumulated PAYBACK Points in the PAYBACK account.
- With effect from June 12, 2014, a Redemption Handling Fee + Service Tax will be charged on every ICICI Bank rewards redemption request for reward points earned on ICICI Bank Credit Cards. The same will be charged to the Card member in the monthly Credit Card statement.

The details of the Redemption Handling Fee to be levied are as under:

PAYBACK Rewards Scheme	
Redemption Category	Redemption Handling Fee
Catalogue based redemptions	₹99 + Service Tax
Online and in-store redemptions at PAYBACK Partner Brands	₹25 + Service Tax

- If any time before the Scheme Termination Date the use of the select Credit Card is withdrawn, or canceled, or is liable to be canceled, or the Card Account is termed as a Delinquent Account, all PAYBACK Points then standing to the credit of the Card Member shall ipso facto stand immediately and automatically canceled.
- Such canceled PAYBACK Points shall not be credited to the Card Account even if the Card Member reinstates his/ her membership with ICICI Bank.
- At the end of the Scheme Termination Date, the PAYBACK Points standing to the credit of the Card Member which have not been redeemed within the stipulated time shall lapse automatically. In addition, PAYBACK points may expire and be unavailable for use if not redeemed within a stipulated time period as defined by PAYBACK in the terms and conditions provided on the PAYBACK Website from time to time.
- Under the PAYBACK Scheme, in addition to the Terms and Conditions, as mentioned herein, the Card Member shall also be governed by the terms of LSRPL for PAYBACK Point redemption. Please visit [www.PAYBACK.in](http://www.PAYBACK.in) for further details. In case of any contradiction between the terms prescribed herein and those available on the PAYBACK Website, the terms available on the PAYBACK Website shall prevail. Disputes, if any, pertaining to PAYBACK Scheme shall be resolved directly by the Card Member with LSRPL, without any reference or recourse to ICICI Bank in any manner whatsoever and ICICI Bank shall not be liable for any such dispute that may arise between the Card Member and LSRPL under the PAYBACK Scheme.
- The following terms and conditions shall apply to the ICICI Bank Rewards Scheme, Hand-picked Rewards Scheme as well as the PAYBACK Scheme (hereinafter collectively referred as "Schemes" and individually as "respective Scheme"):
- The Schemes shall not be applicable to those Card Members with Delinquent Accounts as on the Effective Date of the respective Scheme or subsequently for any Card Accounts that becomes delinquent during the tenure of the Schemes.
- ICICI Bank may at its sole discretion award additional reward points to the Card Member/s.
- Computation of reward points as may be done by ICICI Bank under the Schemes shall be final, conclusive and binding on the Card Member and shall not be liable to any dispute.
- Any tax or other liabilities or charges payable to the government or any other authority or body established by law (central, state or local), which may arise or accrue to the Card Member by redemption of the reward points under the respective Scheme, as aforesaid, shall be to the sole account of the Card Member. Tax deducted at source, if any, on the monetary value of the goods/services shall be payable by the Card Member.
- Nothing contained herein shall be construed as a binding obligation on ICICI Bank or PAYBACK to continue the Schemes after the Scheme Termination Date or to substitute the Schemes by a similar or a new scheme.
- Redemption of the reward points is voluntary and all related charges shall be deemed to be voluntarily incurred by a Card Member in normal course of Credit Card usage.
- The Card Member shall not hold ICICI Bank responsible for any actions, claims, demands, liabilities, losses, damages, costs, charges or expenses, which a Card Member incurs, in normal course of Credit Card usage.
- ICICI Bank reserves the right to nullify the reward points earned by the Card Member under the respective Schemes in case of ICICI Bank induced closure of the Card Account or the termination / cancellation of the Card or the termination/cancellation of the respective

## Scheme.

- ICICI Bank expressly reserves the right, at any time and without prior notice to the Card Member, to add, alter, modify, change or vary all or in part, or withdraw altogether the Schemes or any other reward point scheme that ICICI Bank may introduce from time to time.
- Card Member/s may note that accrual of reward points shall vary across the different types of ICICI Bank Credit Cards and shall be as mentioned in the respective Credit Card communications, unless otherwise notified by ICICI Bank.
- Request for reward point redemption, as per the Terms and Conditions herein, shall only be entertained from the Primary Card Member. Card Member/s shall earn Reward Point/s for retail transaction/s. Card Member/s shall however not be entitled to earn reward points on retail transactions that have been subsequently reversed.
- ICICI Bank may, at its sole discretion, award bonus reward points for any other retail transaction/s at its sole discretion either for a specific period or promotional scheme/s or specific promos/schemes.
- Reward points shall accrue to the individual Card Account in the case of eligible primary, supplementary or multiple cards. Retail transaction/s, if any, made on Supplementary Card and/or any multiple Card(s) shall earn reward points that will automatically accrue on the Primary Card Member's Card Account.
- Card Member/s shall not be eligible to earn reward points towards transactions involving cash withdrawal advances and any other kind of fees/charges that may be applicable on the Card such as but not limited to any joining fee, annual fee, supplementary card fee, multiple card fee, balance transfer fee, EMI transactions, cash advance fee, charges for dishonored cheques, financial charges, delinquency charges, late payment charges, service charge and any other fee/charge that may be levied by the ICICI Bank from time to time.
- Option of redemption once invoked by the Primary Card Member cannot be subsequently canceled/withdrawn/changed at the instance of any Card Member.
- Reward points once exchanged under any specific scheme/promotional offer that may be either offered by ICICI Bank or by ICICI Bank's tie up with a merchant partner/participating partner or for any other partner's loyalty programmed cannot be subsequently transferred back to the Card Account or canceled at the instance of the Card Member.
- ICICI Bank assumes no responsibility for reward points converted/transferred to any merchant partner/participating partners' program or otherwise wherever such conversion/transfer of Reward Points is applicable.
- Selection, addition or deletion of the products offered in the redemption catalogue shall be at the sole discretion of ICICI Bank and subject to change without notice.
- All visuals of the goods/services in the redemption catalogue or related web pages are indicative only.
- ICICI Bank shall not be held responsible where any manufacturer's supplier of products offered to Card Members withdraws, cancels, alters or amends the products.
- All products/vouchers/services available for redemption are subject to availability of the same and manufacturer's warranties/restrictions at the time of redemption.
- ICICI Bank does not guarantee and make any representation about the quality, usefulness and worthiness of the products/vouchers/services and shall not be responsible if the same

are in any way found to be defective.

- ICICI Bank shall make an endeavor that goods are delivered within 10 working days. Notwithstanding the same, ICICI Bank shall not be held liable for any delay or loss that may be caused in the delivery of the goods. The Reward Points earned by the Card Member have no cash or monetary value and cannot be exchanged for cash.
- The Schemes are not available wherever prohibited and/or on such merchandise/products/ services for which such Schemes cannot be offered, for any reason whatsoever.
- Goods/services mentioned in the redemption catalogue are non-transferable and non-encashable.
- ICICI Bank reserves the right to modify/change all or any of the Terms and Conditions applicable to the Schemes without assigning any reasons or without any prior intimation whatsoever to the Card Member. ICICI Bank also reserves the right to discontinue the Schemes without assigning any reasons or without any prior intimation whatsoever. Nothing contained herein shall amount to a commitment or representation by ICICI Bank to continue the Schemes.
- A Communication/ notice pertaining to products/ services/ rewards that are offered to Card Member under the Schemes shall only be entertained, within 10 days of delivery of such products/ services/ rewards to the Card Member . Any claim made after 10 days thereafter shall not be entertained by ICICI Bank. The existence of a dispute, if any, regarding the product/services/rewards shall not constitute a claim against ICICI Bank.
- The delivery status of products / services / rewards can only be tracked up to 30 days post delivery. Any subsequent communication for delivery status will not be entertained.
- The Terms and Conditions shall be in addition to and not in substitution/derogation of the Primary Terms and Conditions.
- Disputes, if any, arising out of or in connection, with or as a result of the Schemes, shall be subject to the exclusive jurisdiction of competent courts at Mumbai.

## **XXV. DISCLOSURES**

The Card Member undertakes and authorizes ICICI Bank, its Group Companies to exchange, share or part with all the information, data or documents relating to his/her application to other ICICI Group Companies / banks / financial institutions /credit bureaus / agencies / regulatory authorities / statutory bodies /tax authorities /Central Information Bureaus/ such other persons as ICICI Bank / its Group Companies may deem necessary or appropriate as may be required for use or processing of the said information / data by such person/s or furnishing of the processed information / data / products thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold ICICI Bank / its Group Companies liable for use of this information. In case the Card Member commits a default in payment or repayment of principal amount of any financial assistance/facilities/ financial/credit facility or interest/charges due thereon, ICICI Bank and / or the RBI will have an unqualified right to disclose or publish the details of the default and the name of the Card Member/ or its directors/partners/ supplementary Cardholders, as applicable, as defaulters in such manner and through such medium as ICICI Bank or RBI in their absolute discretion may think fit. ICICI Bank shall disclose information relating to credit history/repayment record and/or days past due status of the Card Member in terms of the Credit Information Companies (Regulation) Act, 2005 to a credit information bureau (specifically authorized by RBI) through Statements.

Acceptance of an application for a Credit Card is based on no adverse reports of the Card Member's credit worthiness. ICICI Bank may report to other banks or financial entities any



delinquencies in the Card Account or withdrawal of the Card Member's credit facility through the Card or otherwise. Based on the receipt of adverse reports (relating to credit worthiness of the Card Member or his / her family members), ICICI Bank may, after 15 days prior notice in writing, cancel the Credit Card, whereupon the entire outstanding balance in the Card Account as well as any further charges incurred by use of the Card, though not yet billed to the Card Account, shall be immediately payable by the Card Member. ICICI Bank shall not be obliged to disclose to the Card Member the name of the bank or financial entity, from where it received or to which it disclosed information.

ICICI Bank/Group Companies reserve the right to retain the application forms and documents provided therewith, including photographs, and will not return the same.

#### **XXVI. DEBT ASSIGNMENT**

ICICI Bank shall have the right to transfer, assign and sell in any manner, in whole or in part, the Credit Card outstandings and dues to any third party of its choice without reference or intimation to the Card Member. Notwithstanding any such sale, assignment or transfer, ICICI Bank shall be fully empowered to proceed against the Card Member. The Card Member shall be liable for all costs and expenses on account of any such assignment, sale or transfer and recovery of outstanding and dues.

#### **XXVII. MISCELLANEOUS**

ICICI Bank reserves the right to offer to the Card Members, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, memberships and services at such fees and on such terms and conditions as it may deem fit. ICICI Bank reserves the right to waive or reduce the fees and to withdraw such benefit at any time without prior notice and without liability to the Card Member. Any termination of membership, because of a violation of these Terms and Conditions, shall result automatically in the termination of such facilities and services. ICICI Bank shall not be liable, in any way, to the Card Member, in case of defect or breach in the performance of carrying out such facilities, memberships or services or the non-performance thereof, whether by ICICI Bank, or a Merchant Establishment or any other third party. ICICI Bank reserves the right to use the information provided by the Card Member on his application and during surveys, information from external sources, including consumer reports, for marketing 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 Card Members. ICICI Bank reserves the right to revise the policies, features and benefits offered on the Card from time to time and may notify the Card Member 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.

The details of all transactions recorded in the Card Account of the Card Member may be shared with Credit Reference Agencies, lenders and/or other agencies for the purposes of assessing further applications for credit by the Card Member and/or his family members, and for fraud prevention. 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 standing balance on the Card Account with any other account(s) which the Card Member maintains with ICICI Bank and its Group Companies, and set-off or transfer money standing to the credit of such other account(s) in or towards the satisfaction of the Card Member's liability to ICICI Bank under his Card Account.

The Card Member shall forthwith notify ICICI Bank of any change in his name, address, contact number and e-mail id for communication as stated in the application form for the Card. ICICI Bank reserves the right to change the Card Member's address in its records if such change in address comes to the notice of ICICI Bank. The responsibility shall be solely of the Card Member 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 Card Member.

The Card Member shall 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 Card Member. 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.

#### **XXVIII. SET-OFF**

(i) ICICI Bank and its group companies shall have the paramount right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits of any kind and nature (including fixed deposits) held/ balances lying in any other account(s) of the Card Member maintained with ICICI Bank and / or its group companies, whether in single name or joint name(s) and on any monies, securities, bonds and all other assets, documents and properties held by/ under the control of ICICI Bank and/or its group companies (whether by way of security or otherwise pursuant to any contract entered/ to be entered into by the Card Member in any capacity) towards the satisfaction of the Card Member's liability under his Card Account. ICICI Bank and/ or its group companies are entitled without any notice to the Card Member, to settle any indebtedness whatsoever owed by the Card Member to ICICI Bank and/or its group companies, (whether actual or contingent, or whether primary or collateral, or whether joint and/or several) hereunder or under any other document/ agreement, by adjusting, setting-off any deposit(s) and/or transferring monies lying to the balance of any account(s) held by the Card Member with ICICI Bank and/or its group companies notwithstanding that the deposit(s)/ balances lying in such account(s) may not be expressed in the same currency as such indebtedness. ICICI Bank's and its group companies' rights hereunder shall not be affected by the Card Member's bankruptcy, death or winding-up. It shall be the Card Member's sole responsibility and liability to settle all disputes/ objections with any such joint account holders.

(ii) In addition to the above mentioned right or any other right which ICICI Bank and its group companies may at any time be entitled whether by operation of law, contract or otherwise, ICICI Bank is authorized / will be entitled: (a) to combine or consolidate at any time all or any of the accounts and liabilities of the Card Member with or to any branch of ICICI Bank and/or its group companies; (b) to sell or otherwise dispose off any of the Card Members' securities or properties held by ICICI Bank by way of public or private sale or otherwise without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to ICICI Bank and/or its group companies from the Card Member, including costs and expenses in connection with such sale or disposal; and (c) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of ICICI Bank and/or its group companies.

#### **XXIX. iASSURE SERVICE**

"iAssure service" is the subscription based service wherein a payment holiday is offered by ICICI Bank to select Card Members, providing them the option of an extended interest free credit period of an additional 75 (seventy five) days from the Payment Due Date, to make payment of the amount billed to the Card in certain predefined eventualities, as may be communicated to the Card Member by ICICI Bank.

**"iAssure Subscription-kit"** means the communication sent to the Card Member providing all the relevant details of iAssure service once the Card Member has enrolled for iAssure service. ICICI Bank reserves the right to offer Card Members, whose accounts have been maintained in good standing as per the credit norms of ICICI Bank, certain facilities, at its sole discretion, in times of financial difficulties, upon the occurrence of certain events as may be specified in the iAssure subscription-kit. ICICI Bank shall inform the Card Members who are being offered the iAssure service through a communication sent to the Card Member at the billing address or by calling the Card Member at the registered phone number or in any other manner as ICICI Bank may deem fit. Upon communication being made of the same, in order to avail of the iAssure service, the Card Member shall be required to enroll for iAssure service by registering with ICICI Bank in such manner as may be communicated to the Card Member. On enrollment an iAssure subscription-kit shall be dispatched to the Card Member's billing address. In case the Card Member does not receive the iAssure subscription-kit within 20 (twenty) days from the date of enrollment, the Card Member shall be required to inform ICICI Bank 24-Hour Customer Care Centre, failing which the subscription to iAssure service will stand terminated. To activate the payment holiday under iAssure service the Card Member must inform ICICI Bank 24-Hour Customer Care Centre within 30 days of the occurrence of any of the specified events provided the Card Account has not become a Delinquent Account and no other event of default has taken place, at the time of requesting for such activation. The Card Member shall be entitled to avail of the payment holiday under iAssure only after completion of three consecutive months of fully paid subscription and upon the occurrence of any of the specified events, being such amount and such events as may be communicated to the Card Member in the iAssure subscription-kit. Such period shall be six months in case of new Card Members. The iAssure service may be availed only in relation to any one of the specified events at a time. The Card Member shall be eligible to avail of the iAssure service only upto a maximum of Rs.50,000 of the Total Amount Due as on the date of the occurrence of the specified event for which the Card Member is activating the payment holiday under iAssure service. However, any additional spends made by the Card Member during the period between the event date and the iAssure service activation request date (both days inclusive) shall become payable immediately before the payment holiday under iAssure service gets activated.

Post enrollment, the Card Member will be billed on a monthly basis for the fees towards iAssure service which will be communicated in the Statement. The Card Member may opt for desubscription by calling up the ICICI Bank 24-Hour Customer Care Centre at any time during the period of subscription. However, such desubscription and discontinuation of fees shall be effective on Statements generated on the 15th day of the current or subsequent month, whichever is earlier. The documentation that the Card Member shall be required to submit for activation of the iAssure service shall also be communicated in the iAssure subscription -kit. Upon activation of the iAssure service, the use of the Card / Card Account shall be restricted till such time as repayment of the amount due for which iAssure service had been extended, is made. Upon expiry of the term of the extension of the iAssure service, the Card Member shall be immediately required to make payment of the entire amount due. In the event the Card Member fails to do so, interest will be charged on the outstanding amount for the entire period of such iAssure service. ICICI Bank may, at its own discretion, decide on resetting the fees to continue subscription, or may decide not to offer iAssure service to the Card Member subsequently and communicate the same to the Card Member at the billing address recorded in ICICI Bank's records.

### **XXX. SETTLEMENT OF DISPUTES**

All disputes are subject to the exclusive jurisdiction of the competent Courts in Mumbai only.

### **XXXI. CHANGING THESE TERMS AND CONDITIONS**

ICICI Bank shall have the absolute discretion to amend or supplement any of the Terms and

Conditions, features and benefits offered on the Card including, without limitation to, changes which affect existing balances, interest charges or rates and methods of calculation at any time. The Card Member shall be liable for all charges incurred and all other obligations under these revised Terms and Conditions until all the amounts under the Card are repaid in full. ICICI Bank may communicate the amended Terms by hosting the same on the Infinity or in any other manner as decided by ICICI Bank. The Card Member shall be responsible for regularly reviewing these Terms and Conditions including amendments thereto as may be posted on the Infinity and shall be deemed to have accepted the amended Terms and Conditions by continuing to use the Card. Any change in the Terms and Conditions shall be communicated to the Card Member, in the manner as aforesaid, one month prior to the date of their implementation.

#### **XXXII. NOTICES**

All notices or other communications under or in connection with these Terms and Conditions including all amounts due from the Card Member shall be given in writing to ICICI Bank Limited, ICICI Phone Banking Center, ICICI Bank Tower, 7th floor, Survey no: 115/27, Plot no. 12, Nanakramguda, Serilingampally, Hyderabad – 500032, India and, unless otherwise stated may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective:

(i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Provided, however, that no notice or communication to ICICI Bank shall be effective unless actually received and acknowledged by ICICI Bank. Notices or communication may be made to: (i) the Card Member's address or facsimile number as recorded in ICICI Bank's records and to which notices / communications are to be sent (as specified in the Application Form), and (ii) ICICI Bank's zonal / regional / branch / office address or facsimile number (as specified in the Application Form), or to such other address or facsimile number as may be designated by the Card Member and ICICI Bank in writing to each other. In the event of any failure by the Card Member to notify ICICI Bank in writing of any changes in its contact address or details, service of a notice/ correspondence to the address specified in the Application Form or last given by the Card Member shall be deemed to be proper and sufficient service on the Card Member irrespective of whether or not such notice shall be returned "unserved" to ICICI Bank. A notice published in the newspaper available in the area of residence or work of the Card Member shall be sufficient notice to the Card Member from the date of its publications; provided however, a notice in a newspaper shall not be effective against ICICI Bank unless acknowledged by ICICI Bank.

#### **XXXIII. GLOBAL INDIAN CREDIT CARD TERMS**

These terms ("**Terms**") are applicable only to Card Member using Global Indian Credit Card. These terms and conditions are in addition to the other Terms and Conditions for usage of Credit Cards ("**Terms and Conditions**"). Wherever there is a conflict between these Terms and the Terms and Conditions, these Terms shall prevail. Cash withdrawal shall not be permitted on the Global Indian Credit Card. No Cash Limit shall be provided on the Global Indian Credit Card. The Card Member shall pay ICICI Bank the Total Amount Due on the Payment Due Date. No facility of payment of MAD shall be applicable to the Global Indian Credit Card. The payment for the Global Indian Credit Card shall be made by the ECS method only.

#### **XXXIV. VIRTUAL CREDIT CARD TERMS**

These terms and conditions ("**Terms**") apply to and regulate the provision of Virtual Credit Card facilities offered by ICICI Bank. These Terms and Conditions are in addition to and not in derogation to Terms and Conditions governing Credit Card facilities of ICICI Bank, Terms and Conditions governing Internet Banking services of ICICI Bank and Terms and conditions for Saving

Account of ICICI Bank ("**Primary Terms**"). To the extent of any inconsistency between these Terms and Primary Terms, these Terms shall prevail. All capitalized terms used but not defined herein shall have the respective meanings ascribed to it in the Primary Terms.

"Account/s" shall mean the definition of Account(s) within the meaning of and as defined in the Terms and Conditions governing Internet Banking services of ICICI Bank and Terms and Conditions for Savings Account of ICICI Bank.

"Virtual Credit Card" shall mean an additional credit card issued to the Primary Card Member on his / her existing Card Account. This add on credit card shall be created and stored, as an electronic image, on the logged in section of the Account/s of the Primary Card Member. No physical plastic shall be issued for the Virtual Credit Card.

"Virtual Credit Card Member" means the Primary Card Member to whom a add-on Virtual Credit Card has been issued by ICICI Bank subject to the Primary Terms and the Terms.

By applying and agreeing to avail the Virtual Credit Card facility, the Primary Card Member shall be deemed to have agreed to and accepted the Terms as are mentioned herein below.

The Primary Card Member shall apply for Virtual Credit Card provided by ICICI Bank through the logged in section of ICICI Bank or in such other manner as specified by ICICI Bank from time to time. Virtual Credit Card enables Primary Card Member to transact online within a credit limit of his choice, however, under no circumstances beyond the Credit Limit on his Credit Card at any time.

The details of the purchase made using Virtual Credit Card will be displayed in the Statement and no separate statement will be sent to the Primary Card Member. The Primary Card Member can also view the current, and past Statement/s of Virtual Credit Card by clicking on the link available under Virtual Credit Card. The Primary Card Member has to make a single payment towards the expense incurred using primary Card and Virtual Credit Card.

Key details of the Virtual Credit Card like the card number, expiry date of the Virtual Credit Card, CVV etc. will be visible only on the Virtual Credit Card section available in the logged in section of the Account. The credit limit of Virtual Credit Card shall be that of the primary Card. Hot-listing / blocking of Virtual Credit Card can be done through clicking relevant options under Virtual Credit Cards section available in the logged in section of the Account. If the Virtual Credit Card Member closes the Account/s, the Virtual Credit Card facility will continue to exist.

The use of Virtual Credit Card shall be restricted to online transactions only. The Primary Card Member is aware that in case of online transactions, the charge slips will not be signed by the Primary Card Member at the time of the purchase made using the Virtual Credit Card. Accordingly, the Primary Card Member accepts that, even in the event of any dispute regarding the authenticity or validity of such a purchase or a charge, for any reason whatsoever, the Primary Card Member will make payment to ICICI Bank of all out standings due and shall not hold ICICI Bank liable / responsible under any circumstances . ICICI Bank shall not be liable if any merchant refuses to accept payment through Virtual Credit Card. The facility of Virtual Credit Card is meant only for the purpose of providing the Virtual Credit Card Member with a facility of making online payment and does not ensure quality, safety or legality of the transaction undertaken by the Virtual Credit Card Member.

The usage of the Virtual Credit Card shall amount to acceptance of these Terms and Conditions. The Virtual Credit Card Member shall be bound /liable by/under these Terms for payment and he/

she shall ensure payment of all charges due and payable on the usage of the Virtual Credit Card. The facility of a Virtual Credit Card, being a special facility at such fee/rate as may be stipulated by ICICI Bank from time to time.

#### **XXXV. INSTANT CREDIT CARD TERMS**

1. These Terms and Conditions (the "Terms") apply to and regulate the Instant Credit Card provided by ICICI Bank and are in addition to and not in derogation of the Terms and Conditions governing the Credit Card facilities of ICICI Bank and Terms and conditions governing ICICI Bank's Fixed Deposit (the "Primary Terms and Conditions") as available on [www.icicibank.com](http://www.icicibank.com). To the extent of any inconsistency between these Terms and Primary Terms and Conditions, these Terms shall prevail. All capitalized terms used herein but not defined shall have the same meaning as specified under Primary Terms and Conditions.

2. "Cardholder" shall mean a person who has / places a fixed deposit with ICICI Bank and applies for ICICI Bank's Instant Credit Card and is issued an Instant Credit Card subject to the Primary Terms and Condition and Terms as specified herein.

3. "Instant Credit Card" shall mean ICICI Bank Instant Credit Card issued by ICICI Bank to the Cardholder against the fixed deposit maintained by the Cardholder with ICICI Bank.

4. In order to be eligible for availing the Instant Credit Card, the Cardholder shall be required to maintain / place a fixed deposit of minimum Rs. 20,000/- amount with ICICI Bank.

5. The credit limit on the Instant Credit Card shall be eighty five percent (85%) of the fixed deposit amount, subject to minimum credit limit of Rs. 17,000/- and maximum of Rs. 3 lakhs. The said credit limit may be subject to change at the sole discretion of ICICI Bank from time to time and shall be communicated to the Cardholder through such mode and manner as deemed fit by ICICI Bank.

6. The Cardholder shall be required to place the fixed deposits in the manner specified and upon execution of the relevant documents as specified by ICICI Bank from time to time. The Cardholder shall be required to place fixed deposit at an ICICI Bank branch only or such other alternate channel as shall be decided and communicated by ICICI Bank at its sole discretion from time to time. The fixed deposits so opened shall be opened on auto renewal mode only. In the event of cancellation of the Card by Cardholder/ ICICI Bank, the fixed deposit linked to the Instant Credit Card shall continue in accordance with the instructions placed by the Cardholder at the time of placing the fixed deposit.

7. Upon issuance of the Instant Credit Card, ICICI Bank shall mark a lien on the entire amount of the fixed deposit placed by the Cardholder, including interest earned by the Cardholder, until the termination of the Instant Credit Card or maturity of the fixed deposit, as the case may be.

8. In the event that applicant has an existing fixed deposit with ICICI Bank, the fixed deposit will be linked to the Cardholder's Instant Credit Card account and the fixed deposit shall be converted in to an auto - renewal mode with immediate effect. The prevailing rate of interest applicable at the time of auto - renewal of the fixed deposit shall be applicable on the said fixed deposit amount.

9. The Cardholder/s shall not be able to make any part withdrawals from the fixed deposit linked to the Instant Credit Card.

10. The fixed deposits opened / placed by HUFs, Partnership firms, minors or opened jointly by applicant/s shall not be entitled for Instant Credit Card. Only those fixed deposits which are in the name of single individual shall be eligible for Instant Credit Card.

11. Nomination facilities shall be available for the fixed deposit facility.

12. In the event of termination / withdrawal / cancellation of the fixed deposit or the Instant Credit

Card or if the Cardholder fails to pay the amount outstanding on the Instant Credit Card within 60 days from the due date, or if the amount outstanding on the Instant Credit Card including any fees, charges or any other amount levied by ICICI Bank as per the Terms sums up to more than 95% of the fixed deposit amount at any point in time, ICICI Bank shall have the right to liquidate the entire fixed deposit amount including the interest accrued and set off such amount against the outstanding amount payable to ICICI Bank under the Instant Credit Card . Any balance remaining after the above referred deduction shall be refunded to the Cardholder.

13.The Instant Credit Card shall be activated after the lien is marked on the fixed deposit.

**ICICI Bank Limited**

Registered Office: Landmark, Race Course Circle, Vadodara -390 007

Corporate Office: ICICI Bank Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400 051.

**Disclaimer:**

"ICICI Bank may, at its sole discretion, utilize the services of external service provider/ s or agent/s and on such terms as required or necessary, in relation to its products/ services."

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