

# **CARDMEMBER AGREEMENT**

MOST IMPORTANT TERMS AND CONDITIONS

### MOST IMPORTANT TERMS AND CONDITIONS

- A. The "Most Important Terms and Conditions" ("MITC") are applicable to all residents of India holding a valid and current Rbl Bank Limited. Credit Card of any description issued by the Bank ("Credit Card") in accordance with the terms and conditions applicable thereto including but not limited to the Additional Terms and Conditions.
- B. Cardmember shall mean the person who has accepted an RBL BANK Credit Card.
- C. The MITC and all information herein is applicable to all Credit Cards /Cardmembers/applicants of Credit Cards/ Customers of the Bank members of the general public evincing interest in the Credit Card product of the Bank, forthwith.
- D. All Cardmembers/applicants of Credit Cards / Customers of the Bank /members of the general public evincing interest in the Credit Card product of the Bank are informed that the MITC are subject to change at the discretion of the Bank and in accordance with laws as applicable from time to time.
- E. The said MITC is in addition to and to be read along with the terms and conditions of the Cardmember Agreement of the Bank.
- F. If the terms and conditions are unacceptable to you, please inform us in writing and destroy RBL BANK Credit Card by cutting it diagonally in half across the magnetic strip, and return the same to us within 10 days of receipt of the Credit Card.

### 1. ISSUANCE AND LIABILITY

a) The Bank shall issue the Credit Cards to such applicants/Customers of the Bank /members of the general public evincing interest in the Credit Card product of the Bank, who qualify for the issuance as indicated in the Banks' Credit Card issuance policy, as applicable from time to time. In addition, the Bank at its sole and exclusive discretion shall decide upon the Credit Limit and/or Cash Withdrawal Limit to be granted to any Cardmember. The Credit Limit and/or Cash Withdrawal Limits are communicated to the Cardmember at various instances, including but not limited to at the time of delivery of the Credit Card and the Cardmember's periodic Statement. The available Credit Limit and/or Cash Withdrawal Limits at the time of periodic Statement generation is provided as a part of the Statement and the Bank at its discretion may review the Cardmember's

1

Account periodically and increase or decrease the aforesaid limit(s) based on internal criteria without any prior notice. Cardmembers seeking to have their respective Credit Limit and/or Cash Withdrawal Limit increased/altered can do so by writing a request to the Bank along with all necessary documents that may be sought by the Bank. The Bank, at its sole discretion and based on such new documents provided, may choose to increase/alter the Credit Limit and/or Cash Withdrawal Limits of the said Cardmember.

- b) These terms and conditions shall be binding on the Cardmember on acceptance/swipe of the Credit Card and its usage.
- c) No materials (including marketing materials) shall constitute to be an offer/promise from the Bank to issue a Credit Card to the applicants/Customers of the Bank/members of the general public evincing interest in the Credit Card, including requests/applications for the issue of Add-on Credit cards.
- d) In the event that an Add-on Credit Card is issued by the Bank, the Primary Cardmember shall exclusively at all times be responsible towards the total amount payable to the Bank on account of transactions incurred by the Primary and the Add on Cardmember.
- e) The Bank may require the applicants/Customers of the Bank members of the general public evincing interest in the Credit Card to produce submit such documents as may be required by the Bank at its sole discretion or as stipulated by the applicable law thereto.

### 2. FEES AND CHARGES

- a) Joining Fees and Annual Fees
  - There are joining fees, annual fees and renewal fees applicable on various Credit Card(s) issued by the Bank. Such fees vary from Cardmember to Cardmember, and from particular description of Credit Card to Credit Card. The applicable fees shall be as communicated to the Cardmember at the time of applying for the Credit Card and or at the time of issuance of the said Credit Card. Further, such fees, as applicable, are directly charged to the Cardmember's Account and are indicated on the Card Statement accordingly.
- b) Cash Withdrawal /Advance Fees The Cardmember can use the Credit Card to withdraw cash from ATMs in India or overseas in accordance with the compatibility of the Credit Card at the said ATM(s). A transaction fee shall be levied on all such withdrawals and

2

would be billed to the Cardmember in the next/forthcoming Statement. The transaction fee is subject to change at the sole discretion of the Bank. Further, all Cash Withdrawal transactions shall also carry a Finance Charge from the date of withdrawal until the date of full and final payment. For details on applicable charges, please refer the Schedule of Charges in the Cardmember Agreement, and Most Important Terms and Conditions document, on the reverse of monthly Statement or on the Bank website.

# c) Schedule of Charges and Interest Rates

- i) All charges and fees, as applicable from time to time, are payable by Cardmembers towards the services provided by the Bank to the Cardmember(s) and/or for defaults/delays committed by the Cardmember(s) towards payments or otherwise of their respective Credit Card Account(s).
- ii) The Bank exclusively retains the right to alter any/ all charges or fees (other than interest) from time to time or to introduce any new charges or fees, as it may deem appropriate, upon issuing at least a 30 day prior notice to the Cardmember of such change/ alteration in the charges or fees. It is clarified that the said changes may be indicated /communicated to the Cardmember through any media chosen exclusively by the Bank at its sole discretion.
- iii) Cardmember(s) can use their respective Credit Cards for availing such value-added facilities including but not limited to Rewards Program, Premier Club Program, Credit Shield Insurance and Smart Bill Pay Program (hereinafter collectively referred to as "Optional Facilities"). The said Optional Facilities may be availed voluntarily by the Cardmember(s) upon such terms and conditions as may be specifically applicable to such Optional Facilities, and at such rates and charges as indicated more specifically in the Schedule of Charges herein below. It is clarified that the Optional Facilities are to be availed by the Cardmember(s) by specifically accepting opting ordering/not requesting withdrawal from the Bank, wherein the Bank shall facilitate the provision of Optional Facilities without having any liability whatsoever towards the respective all Cardmember(s). In the event that any of the Cardmember(s) decide to avail the said Optional Facilities, the applicability and acceptance of the relevant terms and conditions thereto shall be implied.

# Important information for cross-border transactions

All cross-border transactions are billed to the card member account in INR after conversion into Indian Rupees at the bank assigned conversion rates applicable on the day the charge was settled on the Bank by the Acquirer (Acquirer here refers to the such entity of merchant on whose terminal/device/website the transaction took place). Conversion of cross-border transactions shall attract charges as specified in the schedule of charges. For transaction carried out in currency other than

US Dollar, the transaction amount shall first get converted into US dollars at MasterCard assigned conversion rate and then into Indian Rupees after levying of the applicable charges as specified in schedule of charges.

# d) Finance Charges

- i) Finance charges are payable at the monthly percentage rate on all charges, including cash advances where such charges are payable from the date the Primary Cardmember and/or Addon Cardmember incurs such transactions until they are fully paid.
- ii) Finance charges also accrue on Cash Withdrawal at ATMs, ordering Demand Drafts, Balance Transfer from other credit card accounts.
- iii) The charges are applicable from the date of withdrawal of cash or cash equivalent and from the date of issue of the Banker's Cheque, as the case may be. For purchases, the Finance Charges accrue only if the total outstanding is not paid in total by the Payment Due Date. In case of Balance Transfer from other credit card accounts, Finance Charges accrue immediately from the date of issue of Banker's Cheque on the transferred amount and on any purchase amount outstanding on the Cardmember's Card Account.
- iv) Late Payment Charges will be applicable, if Minimum Amount Due is unpaid after Payment Due Date or the amount paid is less than the Minimum amount due. Over the limit charges are payable on total outstanding exceeding the Total Credit Limit.
- v) Finance Charges that are payable are debited to your Card Account on the last date of each Statement period and are shown on your Statement.
- vii) The Finance Charges as above will continue to be payable even after the closure of the Card Account until the outstanding on the

4

Card Account is cleared in full.

- vii) For Finance Charges applicable to your Card Account, please refer to the Schedule of Charges. These charges can be changed basis your payment, utilization, internal risk profiling and scores on external agencies like CIBIL etc. Any change in the rate applicable to your account would be communicated to you in your statement atleast 30 days prior to its effective date. Anytime you would like to know the rate applicable to you, please call us at Bank-by-Phone
- viii)The Bank may vary the charges, Finance Charges, fees and or cash advance fee for all or some of its facilities.

# e) Interest Free Grace Period

The interest free grace period could range between 20 to 50 days. However, such grace period is not applicable, if the previous month's balance has not been cleared in full or if you have withdrawn cash from an ATM. Example - For an Account whose Statement Date is 20/11/2013, the Payment Due Date is 10/12/2013, which is 20 days from the Statement Date which is called interest free grace period.

# f) Interest Charge Calculation

Interest is calculated on a daily basis at the end of every day, basis the current outstanding balance of the customer. The interest is computed separately for different plans (e.g. retail transaction, cash advance, etc.) For cash advances, the interest is levied from the date of the transaction, however, for retail transactions interest becomes due only when the customer does not pay off his her full beginning balance by the Payment Due Date. Under the following criterion, the customer does not incur interest:

- Beginning balance on the Statement Date is zero.
- Beginning balance on the Statement Date is not zero but the Cardmember pays off 100% of his full beginning balance by the Payment Due Date. if not paid by the due date, interest is also levied on the outstanding Membership Fees, NSF Fees, Interest, Service Tax, Over Limit and Late Payment Fees.

Example of Interest Charge calculation: If only part of outstanding amount is paid by the payment due date If the beginning balance as on the Statement Date i.e. say 2nd of a month is Rs. 10,000 and only Rs

700 is paid by the payment due date, the interest calculation will be as illustrated below:

### Transaction:

Date	Transcation	Amount
02-Jan-2013	Statement Date	Total Amount Due 10000
		Minimum Amount Due-500
10-Jan-2013	Hotel Transaction	4000
15-Jan-2013	Mobile Bill Payment	2000
22-Jan-2013	Payment Credit	500
02-Feb-2013	Statement Date	Total Amount Due 15300
		Minimum Amount Due-765

Interest on the amount due will be charged as below: Daily Interest = Outstanding amount \*(3.5%\*12 months)/ 365

### Interest Calculation:

Transation Amount Period	Nun	nber of Days	Interest Amount
2000	2013 to 02-Feb-2013 24 2013 to 02-Feb-2013 19 2013 to 21-Jan-2013 19 2013 to 02-Feb-2013 12		110.46 43.73 218.63 131.18

Thus the total interest charged would be: Rs 504.00 As the Cardmember has not paid the previous month's outstanding balance in full so all future transactions will bear interest from the day of transaction. Service tax will be levied at the applicable rate on the interest amount.

# g) Late Payment Fee

Late Payment Fee (LPF) is charged to a Cardmember if there has been no payment or a payment less than the Minimum Amount Due (MAD) is received by the Payment Due Date. Late Payment Fee is charged at the rate of 15% of Total Due Amount, subject to a Minimum of Rs. 350.00 and a Maximum of Rs. 750.00 Example of Late Payment Fee calculation: Consider the Total Amount Due (TAD) on an Account is Rs. 3400.00 and the Payment Due Date is 4th Aug. 20013. In case the Cardmember does not pay the MAD by Payment Due Date, a Late Payment Fee of Rs. 510 will be levied on the cycle date. LPF is 15% of the TAD i.e. 15%X Rs. 3.400 = Rs. 510.00.

h) Over limit penalty is levied in case the outstanding on the card account exceeds the total current limit.

# **CREDIT AND CASH WITHDRAWAL LIMITS**

 The Bank will at its sole discretion determine your Credit and cash withdrawal limit and communicate the same in the card carrier and in the monthly statements. You may however request for a lower limit and also a specific credit limit maybe assigned to the Additional card member basis the Flexi Limit feature. Credit limit sanctioned on the card account may get revised time to time basis a review as per the Bank policies. Total Credit Limit and available credit limit across all your card accounts is reflected in the statement and is available for use across all your card accounts, including all your Add on cards. The Bank will be constrained to not honor any authorizations exceeding the card limit.

- b) The outstanding on the Credit Card Account must not exceed the Total Credit Limit at any time failing which you will be charged applicable fee irrespective of the amount exceeding the Total Credit Limit. Excess amount must be paid immediately.
- c) Credit Limit and Card Account will be terminated if your Card is cancelled.
- d) In the event you make payment over and above the amount due as per the monthly Statement, you shall not be entitled to interest on the credit balance and the same shall be adjusted against the amount due in the subsequent monthly Statements.

### 4. BILLING

# a) BILLING AND STATEMENT

- i) The Bank will send at your mailing address, a statement once a month for each billing period (hereinafter "Statement") during which there is any transaction or outstanding on the Card Account. The Bank may choose to send the Statement through one or more of the following modes - Post, Fax, Email or SMS Messaging. Non receipt of Statement(s) would not affect your obligations and liabilities under this Agreement and you shall be liable to settle atleast the Minimum Amount Due (MAD) before the Payment Due
  - Date. The Bank reserves the right to not send physical statements by mail / courier to customers who have an outstanding balance less than Rs. 50. These customers however, can access their statements online and avail of e-statements.
- ii) The Bank will debit the Card Account for all the debits received from Merchant Establishments and Charges incurred and credit Card Account for all payments made by in the favor of the Card

7

member.

- iii) All Bank Credit Card(s) may offer the Cardmember(s) a revolving credit facility, wherein the Cardmember(s) may choose to pay only the Minimum Amount Due (MAD) as indicated on the Statement. The Total Payment Due (TAD) from the Cardmember or the MAD should be sent by the Cardmember on or before The Payment Due Date, which is also indicated on the Statement. MAD is the minimum amount you are required to pay to keep your Card Account in good credit standing. Minimum Amount Due is calculated by adding New EMI debits for the month, previously unpaid EMI debits (In case you have availed loan on your credit card), any over limit amount and 5% of other plan balances (subject to a minimum of Rs.200). Any previous unpaid minimum amount and service tax (if applicable) is added to your current minimum amount due. This amount will continue to reflect under the Minimum amount due in the statement.
- iv) The Card privileges may be withdrawn or suspended (whether temporarily or permanently) across all Card Accounts in case of non-payment of the Minimum Amount Due by the Payment Due Date on any of your Card / Loan Accounts. A fee may be levied for such non-payment as well. The Bank at its sole discretion may also instruct the Merchant Establishment not to honor the Credit Card and/or to take custody of the Card by listing the Card Number in the Warning Bulletin issued by the Bank from time to time or otherwise.
- v) You may pay more than the Minimum Amount Due, before the Payment Due Date, more than once during the billing period or pay the balance outstanding on the Card Account at any time. Please note that making only the Minimum Amount Due every month would result in the repayment stretching over a long period with consequent interest payment on your outstanding balance. For e.g. if you spend Rs 5000/- and you pay back exactly the Minimum Amount Due every month,then it may result in the repayment stretching over 6 years with consequent interest payment on the outstanding amount.
  - Therefore, you should, whenever your cash flow allows pay back substantially more than just your Minimum Amount Due.
- vi) In the event the Cardmember deposits part of the Total Payment Due or the MAD (not less than the MAD under any circumstance),

- the balance outstanding amount payable shall be carried forward to subsequent Statements. This amount will attract Finance Charges until the date of full and final payment.
- vii) In case of any change in your communication address, you are advised to contact the Bank immediately to ensure that you receive Statements regularly and on time.
- viii)Duplicate monthly Statement of Account will be provided by the Bank to you only up to a period of twelve months preceding your request subject to payment of service charge, subject to change as per the discretion of the Bank, as specified in the Schedule of Charges. b)

### **PAYMENTS**

- Payments received from Cardmember(s) shall be adjusted towards taxes, fees, other charges, interest charges, purchases and cash advances, in that order.
- Payments may be made by draft, cheque, cash, or by standing ii) instructions or auto debit instructions to the Bank for crediting the Card Account by debiting any other deposit account maintained with the Bank. You may also pay through Electronic Clearing Service (ECS) introduced by the Reserve Bank of India to directly debit your account maintained with the RBL Bank or any other bank, and credit your Card Account. If you hold an RBL BANK deposit account, you may also opt to make online payment through Netbanking, or at the branch. You may also avail the NEFT (National Electronic Funds Transfer) Facility introduced by the Reserve Bank of India. For making payments through NEFT, access NetBanking of the bank from where you wish to transfer the money and add your RBL BANK Credit Card number as a beneficiary to receive the funds transferred. Outstation cheques/drafts i.e. cheques/ drafts payable at cities other than certain specific cities (list of such specific cities are decided by the Bank from time to time and are available on request) will attract processing fee. The fee in respect of processing outstation cheques is mentioned in the Schedule of charges. The list of such locations and the processing fee may be changed. You can also make payments through the Quick Pay link available on our

website www.rblbank.com under the login (Tab) This service is

- brought to you through a online bill payment service provider. Please refer to the specific terms and conditions of the service provider before using this facility
- We request you to mail your cheque/draft or drop your cheque/draft iii at any of the specified drop boxes well in advance, to allow sufficient time for clearance of the payment instrument prior to or on the Payment Due Date. A fee, as mentioned in the Schedule of Charges. shall be levied to the Card/ Loan Account if your payment instrument is subsequently dishonored or Minimum AmountDue is not paid by Date. Card The privileges the Payment Due may suspended/terminated across all Card Accounts in case of non payment of dues on any of your other Card/Loan Accounts. The Bank also reserves the right to initiate any appropriate legal action.
- iv) Payment towards the Card Account may be made in any of the following ways - by mailing the cheque or draft to any of the mailing addresses provided on the reverse of the Statement. The cheque draft should be made payable to "RBL Bank Card Number XXXX XXXX XXXX XXXX". In case you have a Bank Account, you may opt for a standing instruction facility, where the funds can be automatically transferred from your Bank Account to your Card Account.
- v) Cardmembers are not permitted to make excess payment into Credit Card and artificially enhancing their sanctioned credit limit for honouring high value transactions or for any other reason whatsoever. Cardmembers are advised to approach Bank for enhancement of Credit Limit, if such need arises. Bank reserves the right to increase or decrease the Credit Limit.
- vi) Payment through Standing Instruction/ECS: Cardmember may opt for Standing Instruction (SI) / Electronic Clearing Service (ECS) on their Credit Card. SI/ECS can be for Total Amount Due (TAD) or Minimum Amount Due (MAD). It may be noted that amount applicable for the SI ECS execution is post accounting for the credits (customer-initiated payments, merchant refunds,reward redemption credit/cash back, charge reversal, etc. if any) and debits(payment reversals) received into the account after the last statement/bill up to a working day prior to the Payment Due Date. SI/ECS execution works on the logic that either minimum of MAD or the difference

between TAD and credits will get executed. Customer initiated payment plays a key role in deciding the amount of SI execution. If the payment instruction ECS/SI is for TAD

- In the event of the total amount due and the net of credits/debits (containing no customer initiated payments)be equal or more than the total amount due, SI/ECS is executed for Minimum amount due(MAD In the event of total amount due and the net of credits debits(containing payments) be equal or less to the total amount due, SI/ECS will be executed for the net difference of MAD and the payment received if the difference is greater than Rs. Zero
- vii) In case of payments by ECS/SI in case the payment due date is a holiday the ECS/SI will be presented on the previous working day. Payments through cheque should be made atleast 3 days in advance to ensure fund realization by payment due date

#### Illiustration

Payment Instruction type	Scenarios	TAD	MAD	Customer initiated payment	Other credits	SI/ECS execution amount
TAD	А	1000	100	0 ( no payment)	1000 or more	100 (min of MAD)
	В	1000	100	200 (Amt> MAD)	1000 or more	0
	С	1000	100	100 (Amt> MAD)	1000 or more	0
	D	1000	100	0 ( no payment)	750 (> TAD)	250
	E	1000	100	200 (Amt> MAD)	750 (> TAD)	50
	F	1000	100	100 (Amt> MAD)	750 (> TAD)	150

If the payment instruction /SI is for MAD

#### Illiustration

Payment Instruction type	Scenarios	TAD	MAD	Customer initiated payment	Other credits	SI/ECS execution amount
MAD	А	1000	100	0 ( no payment)	1000 or more	100 (min of MAD)
	В	1000	100	200 (Amt> MAD)	1000 or more	0
	С	1000	100	100 (Amt> MAD)	1000 or more	0
	D	1000	100	0 ( no payment)	750 (> TAD)	100
	E	1000	100	200 (Amt> MAD)	750 (> TAD)	50
	F	1000	100	100 (Amt> MAD)	750 (> TAD)	100

<sup>•</sup> In the event of total amount due and the net of credits/debits(containing no payments) be equal or less to the total amount due, Slwill be executed for Minimum Amount Due.

<sup>•</sup> In the event of total amount due and the net of credits/debits(containing payments) be equal or less to the total amount due, SI will be executed for the net difference of Minimum Amount Due and the payment received if the difference is greater than Rs. Zero.

# c) BILLING DISPUTES

All contents of the Statement(s) will be deemed correct and accepted bytheCardmember(s)unless,within30daysoftheissueofStatement, the Cardmember(s) informs the RBL Bank of any discrepancies. As per the MasterCard regulation,in case of a discrepancy, it is mandatory to inform the bank in writing to initiate a Charge Dispute on your behalf. We would request you to email or send us the signed dispute form available on our website

http://www.rblbank.com/consumer/creditcard/disputeform.pdf. If the aforesaid discrepancies are prima facie found to be legitimate by the Bank, the Bank may reverse the charge on a temporary basis until the completion of subsequent investigations by the Bank to its full and final satisfaction. If the said investigations conducted by the Bank indicate that the liability of such (discrepancies) charges is accruing to the said Cardmember(s), then the charge will be reinstated in the subsequent Statement and fees/charges shall be claimed by the Bank in accordance to the charges indicated herein above. Not with standing the provisions herein, the Bank shall not exceed a duration of 60 days in informing the said Cardmember(s) of the result of the investigations conducted by the Bank.

# d) CONTACT CHANNELS

The Cardmember can contact the Bank through any of the following communication channels for any enquiries and/or redressal of concerns.

- 24 Hours Customer Service Toll free number 1800 121 9050.
- By sending an e-mail to premiumcardservices@rblbank
- By writing to the Bank's Credit Card Division at: Manager- Credit Cards Service, RBL Bank

Building No 1, Modi Mill Compound,

Okhla Phase -3, New Delhi - 110 020

# e) CREDIT CARDS - GRIEVANCE REDRESSAL

At RBL Bank, it is our constant endeavor to provide you service of the highest order. However, in the event of our services not meeting your expectations, we would like to hear from you. To enable us to respond to you swiftly, please send your communication to the right team. For instance, if your complaint is about banking products then please refer the information under the BANKING SERVICES section. Similarly for credit cards, please refer the CREDIT CARDS section. You may also register issues related to services provided by the bank's outsourced agency with (us). Thank you for your cooperation.

### Level 1

Customer Service - Please call our 24-Hrs Toll free

Customer Service at 1800 121 9050 and our executives will assist you.

**Complaint Form -** Alternatively, you can use our online complaint form to give us your feedback.

**Email -** If you wish to choose electronic mail for communication with the bank, please email your grievance to premiumcardservices@rblbank.com

**Letter-** For sending any written correspondence, please write to the following address:

Manager - Credit Cards Service, RBL

Bank Building No 1, Modi Mill Compound,

Okhla Phase -3, New Delhi - 110 020

We will respond to you within 10 days of receiving your letter or email depending on the nature of your query and the time required for resolution and communication.

Please provide us with the following details while writing to us to help us address your concerns.

- 1. Your Full Name
- 2. Your account details, if you are an existing Customer
- 3. Your Contact Details (address, telephone number and e-mail)

Level 2 (if not satisfied with Level 1)

In case you do not get a response from us in 10 days, or are not satisfied with the resolution provided by Level 1escalation, you may email or write: Head – Credit Cards Service

Email - headcardservice@rblbank.com

Postal Address: RBL Bank, Building No

1, Modi Mill Compound, Okhla Phase -3,

New Delhi - 110 020

Please quote the reference number provided to you in your earlier

interaction along with your account number / credit card number to help us understand and address your concern.

Level 3 (if not satisfied with Level 2)

In case you are still not satisfied with the resolution provided, you may contact our Principal Nodal officer at the following contact number between 10:00 AM to 07:00 PM, Monday to Friday (Working Days).

To

Principal Nodal Officer, RBL Bank- Ms Rozina Sehgal

Mailing Address:

**RBL Bank** 

Building No 1, Modi Mill

Compound, Okhla Phase -3, New Delhi - 110

020 principalnodalofficercards@rblbank.com

# **Banking Ombudsman**

In the event you do not receive a "final response" within 60 days from the date you raised your issue, or are dissatisfied with the same, you may approach the Banking Ombudsman for an independent review. For more details on Banking Ombudsman you can visit: <a href="https://secweb.rbi.org.in/BO/precompltindex.htm">https://secweb.rbi.org.in/BO/precompltindex.htm</a> Excerpts of the Banking Ombudsman Scheme, 2006, are enclosed for your reference:

No complaint to the Banking Ombudsman shall lie unless:

- i) the complainant before making a complaint to the Banking Ombudsman, had made a written representation to the Bank and the Bank had rejected the complaint or the complainant had not received any reply within a period of one month after the Bank received his representation or the complainant is not satisfied with the reply given to him by the Bank;
- ii) the complaint is made not later than one year after the complainant has received the reply of the Bank to his representation or, where no reply is received, not later than one year and one month after the date of the representation to the Bank;
- iii) the complaint is not in respect of the same subject matter which was settled or dealt with on merits by the Banking Ombudsman in any previous proceedings whether or not received from the same

- complainant or along with one or more complainants or one or more of the parties concerned with the subject matter;
- iv) the complaint does not pertain to the same subject matter, for which any proceedings before any court, tribunal or arbitrator or any other forum is pending or a decree or award or order has been passed by any such court, tribunal, arbitrator or forum;
- v) the complaint is not frivolous or vexatious in nature; and
- vi) the complaint is made before the expiry of the period of limitation prescribed under the Indian Limitation Act, 1963 for such claims. For further information on the Banking Ombudsman Scheme, please visit <a href="http://bankingombudsman.rbi.org.in">http://bankingombudsman.rbi.org.in</a>

### **DEFAULT**

- a) In the event of default, the Cardmember will be sent reminders from time to time for settlement of any outstanding on the Credit Card Account, by post, fax, telephone, e-mail, SMS messaging and/or engaging third parties to remind, follow up and collect dues. Any third party so appointed, shall adhere fully to the code of conduct on debt collection as applicable from time to time. Occurrence of one or more of the following event shall constitute an event of default and the Bank at its sole discretion may withdraw the Credit Card facility. The events of default are as under:
- The Cardmember consistently fails to pay any amount due to the Bank within the stipulated period.
- The Cardmember fails to perform the obligations as per Cardmember Agreement.
- Any cheques and/or ECS/standing instructions delivered to the Bank are not encashed/acted upon for any reason whatsoever on presentation/being made.
- Any representation made by the Cardmember proves to be incorrect, false, or incomplete, including but not limited to income and/or identification papers/documents forwarded to the Bank being proved incorrect, incomplete, and or containing false fraudulent information.
- b) Procedure for withdrawal of default report and the period within which such report will be withdrawn after settlement of dues is as given below:
- The defaulter in question has liquidated his entire outstanding dues

- with the Bank or settled his dues with the Bank.
- A court verdict has been received against the Bank, in a legal suit filed by or against the Bank, instructing the Bank to de-list the Cardmember from the default report. Decisions are taken on a case to case based upon individual reviews.
- c) In case of default, the Bank can recover the amount by referring the dispute to a sole arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended time to time. The seat of arbitration shall be Mumbai, India. The arbitration proceedings shall be in English language.
- d) Recovery of dues in case of death/permanent incapacitation of Cardmember. Upon death or permanent incapacitation of the Cardmember, the Bank will try to recover the amount due and amicably settle the Account dues with the Cardmember's legal heir.

### 6. TERMINATION / REVOCATION OF THE CARDMEMBERSHIP

- a) The Cardmember may terminate this Agreement at any time by returning to the Bank all the Credit Card(s) cut diagonally in half across the magnetic strip, either along with a written request or followed by calling the 24 Hours Bank by Phone service requesting termination of all facilities and benefits thereto associated with the Credit Card(s). Termination will only be effective when the Bank receives all Credit Card(s) including Additional Credit Card(s), if any, and payment of all amounts outstanding in respect of the Credit Card Account(s). The Primary Cardmember can cancel the use of Additional Card(s) by notifying the Bank in writing but, notwithstanding the same, the Primary Cardmember will remain liable for all charges fees incurred by use of the Additional Credit Card(s). No annual fees and/or other charges shall be refunded on a pro-rata basis.
- b) The Bank may terminate the Credit Card facility immediately at any time at its discretion or at any time restrict the use without assigning reason or cause and without any notice thereto. Where the Bank terminates the Credit Card facility, all amounts outstanding on the Card Account (including Charges or Cash Advances not yet debited) will become due and payable immediately. The Bank may inform all establishments (where the Credit Card is valid/ accepted)

- of the cancelled Credit Cards. If the Credit Card is cancelled, the Cardmember must cut it diagonally in half and return both halves to the Bank immediately. No annual fees or other charges shall be refunded on the pro-rata basis.
- c) In the event that the Cardmember changes his/her employment, profession or address, or is transferred from his/her present place of posting, or changes his/her salary account/main bank account etc. (as the case may be), the Bank at its sole discretion shall have the right to discontinue the Credit Card facility. The Cardmember specifically acknowledges that once the Credit Card Account is cancelled/ closed, the privileges (including all benefits and services) of the Credit Card shall stand withdrawn, and reinstatement such privileges is not automatic and will take place solely at the discretion of the Bank. On cancellation of the Credit Card (for any reason whatsoever), the Cardmember:
- Must not use the Credit Card, cut the Card diagonally into half, and return the same to the Bank.
- Is responsible for any use of the Card including payment of Charges until the Card is returned to the Bank cut diagonally into half.
- Must continue to make payments to the Bank in accordance with the conditions of use of the Credit Card.
- d) If Cardmember(s)' Credit Card is never used or not used for over 90 days, the benefits thereto may be withdrawn

### 7. LOSS/THEFT/MISUSE OF CARD

- a) The Cardmember must notify the Bank immediately by calling Customer Service at the 24 Hours Toll Free Number 1800 121 9050 in the event the Credit Card is lost, stolen, not received, swallowed at an ATM of RBL Bank or any other Bank, or is being misused without his/her respective permission. In addition, in case of loss theft misuse, the Cardmember must file the Police Complaint/First Information Report (FIR), a copy of which be forwarded to the Bank.
- b) The Cardmember's liability arising out of any unauthorised use of the Credit Card prior to notice/ communication to the Bank shall be towards all charges incurred till the notice/communication to the Bank and shall be "Nil" only after receipt of notice by the Bank.
- c) In case of an unsigned Credit Card, the Cardmember shall be liable

- for all charges incurred on it.
- d) The Cardmember is responsible for the security of the Credit Card and shall take all steps towards ensuring its safekeeping, and the Bank shall not be liable in any manner for any misuse of the Credit Card.
- e) The Cardmember will fully co-operate with the Bank, the representatives of the Bank and/or legal authorities in the event of any investigation into any disputed transaction.
- f) In the event the Cardmember subsequently recovers the Credit Card (after reporting theft), the recovered Credit Card must not be used and must be cut in half and returned immediately to the Bank.

### 8. DISCLOSURE

- a) The Cardmember hereby expressly authorises the Bank, for the purposes of credit verification or reference checks or protection of its interests to disclose all/any information or documents relating to the Cardmember including this Agreement and/or any other agreements, or to disclose upon default committed by the Cardmember, with Reserve Bank of India, Income Tax Authorities, tribunals, courts, judicial bodies other banks, credit bureau, financial institutions or any other third party in conformity with the disclosure norms as applicable from time to time.
- b) The Cardmember hereby agrees that, only in case of an explicit consent provided by the Cardmember, the information furnished by the Cardmember in the credit card application form or otherwise may further be used by Bank for marketing purposes to sell Card related offers, including but not limited to, Balance Transfer, EMI offers, cash-related offers and insurance products, from time to time. Further, the Bank may use this information to market other products of Bank from time to time, in conformity with the disclosure norms as applicable.
- c) Bank may also use the information provided by the Cardmember for marketing its products via telemarketing channels/calls or direct mail or any other channel of communication deemed fit by the Bank. For ensuring that the Cardmember(s) are not inconvenienced, the Bank maintains a "Do Not Call" register and if Cardmember(s) will not like to be called for any marketing offers, they may inform

- the 24 Hours Bank by Phone or sendane-mail to premium card services @rblbank.com for listing their said contact numbers in such register. The Cardmember(s) can also register at the Bank website for the exclusion of their respective contact details.
- In the event that the Bank receives adverse reports (relating to a Cardmember(s)' credit worthiness or something to such effect), the Bank may cancel the Credit Card, whereupon the entire outstanding balance as well as any further charges/fees incurred by use of the Credit Card. though not yet billed in a Statement, immediately become and payable bν due said Cardmember(s). The Bank is not obliged to disclose the name of the bank, institution or body wherefrom it received such adverse information about the said Cardmember(s).
- e) The Cardmember(s) acknowledge that, as per the business practices and applicable provisions, the Bank is authorised to share Cardmember(s)' information with any existing or future credit bureaus as determined by the Bank from time to time. The said information may be shared with the Credit Information Bureau India Ltd. (CIBIL), which is an initiative of the Government of India and the Reserve Bank of India (RBI) or any other credit information bureau approved/notified by the competent authorities to improve the functionality and stability of the Indian financial system, and such other entities.
- f) In the event that a reported Card member subsequently settles or clears all dues with the Bank to the Bank's satisfaction, the Bank shall make reasonable efforts in ensuring that the updated details of the said Card member are provided to CIBIL or such other credit information bureau to reflect the change.
- g) The Credit Information Bureau India Ltd. (CIBIL) is an initiative of the Government of India and the Reserve Bank of India (RBI) to improve the functionality and stability of the Indian financial system.

  This is in line with the RBI's efforts to provide an effective
  - This is in line with the RBI's efforts to provide an effective mechanism for exchange of information between banks and financial institutions, thereby enabling customers to avail of better credit terms from various institutions.
- h) All banks and financial institutions participating in this initiative are required to share customer data with CIBIL and other credit

- information bureau. In view of the above, the Bank shall report the data pertaining to Cardmember(s) / Add on Card member(s) Account to CIBIL and other credit information bureau.
- i) The Cardmember authorises the Bank to share information relating to the Cardmember with third parties to enable the Bank to administer, service and manage the benefits or programs to which the Cardmember is enrolled.
- j) Notwithstanding anything to the contrary, the Cardmember authorizes the Bank to disclose all any information or documents about the Cardmember including this Agreement and/or any other agreement, transactions or dealings between the Cardmember and the Bank for any purpose to
- its head office or to any other branches, subsidiaries or associated or affiliated companies of the Bank;
- (ii) professional advisers of the Bank;
- (iii) any potential or actual purchaser/assignee of the Bank or of any of its businesses, rights, assets or obligations; or
- (iv) to any other person where disclosure is required by law.
- I) Please note that Credit Information Companies (Regulation) Act, 2005 (CIC Act) and the Rules and Regulations framed thereunder have come into force with effect from December 14, 2006. RBL Bank shall be entitled to share of credit information with credit information companies / bureau subject to conditions stipulated therein.

### SECTION 2: ADDITIONAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

- 1.1 RBL Bank Credit Card or Credit Card or Card Number shall mean a valid credit card (including a co-branded credit card) issued by Rbl Bank Limited ("RBL Bank" or "Bank") that entitles a Cardmember to use the Card Account with a pre-defined Credit Limit.
- 1.2 Additional Credit Card or Add-on Credit Card shall mean a Credit Card issued to the Additional Cardmember on the request of the Primary Cardmember.
- 1.3 Additional Cardmember shall mean an individual who is a resident of India and a member of the immediate family of Primary Cardmember viz. Spouse, Brothers, Sisters, Parents and Children and is above the age of 15 years to whom an Additional Credit Card has been issued at the request of the Primary Cardmember and whose charges thereof are chargeable to the Card Account of the Primary Cardmember.
- 1.4 Bank, We, Us, Our or similar pronouns shall mean RBL Bank, its successors, assigns, administrators, liquidators, nominees etc., as the case may be.
- 1.5 Billing Cycle shall mean the period between generation of two successive Billing Statements.
- 1.6 Cardmember, Primary Cardmember, Member, Customer, You, Your, Him, He, His, or similar pronouns shall mean the individual in whose name the Card has been issued and the Card Account is maintained.
- 1.7 Card Account or Account shall mean an account maintained by the Bank under these terms and conditions, in the name of Primary Cardmember.
- 1.8 Card Number shall mean the unique 16 digit embossed on the face of your Card (also includes Card Number of Additional Credit Card, if any).
- 1.9 Co-branded Credit Card shall mean a credit card issued by the Bank in association with any other entity including but not limited to an entity inter-alia engaged in a commercial /business operation(s).
- 1.10 Credit Limit means the maximum credit that can be availed across all Card Accounts with the Bank at any point in time.
- 1.11 Charges shall mean transactions made or charged to the Card Account under this Agreement whether or not the Cardmember signs a record of charge slip/form. This will include, but will not be limited to, purchase of goods/services, cash advances, drafts made from the Account by use of the Card or Card Number, joining fee, annual fees, Finance Charges, over limit fee, late payment fee, transaction charges, service charges, Service Tax and any other fee/charges/amounts which the Cardmember has agreed to pay or is liable to pay to the Bank under this Agreement.
- 1.12 Cash Withdrawal Limit means the amount of cash or cash equivalent that the Cardmember may be allowed to utilise for a non-purchase transaction across all Card Accounts with the Bank.
- 1.13 CVC2 shall mean the last three (3) digits of the number on the backside of the Cardmember's Credit Card on the signature panel (below the magnetic stripe). The CVC2 is a security feature, which is to be used for identification purposes for internet transactions or for Cardmember's identification over the phone.
- 1.14 Electronic Terminal shall mean any branch teller terminal, automated teller machines (ATM), point of sale terminals, EDC (Electronic Data Capture machine) or any other device in which a Credit Card and/or PIN (personal identification number) can be used, and which is authorised by the Bank as described in these terms and conditions.
- 1.15 Electronic Clearing Service (debit clearing or ECS) shall mean the debit clearing service notified by Reserve Bank of India, participation in which has been consented to in writing by the Cardmember for facilitating payment of outstanding dues in the Card Account.
- 1.16 Finance Charges shall mean and include the interest charged on the Total Outstanding amount on the Card Account as provided in these terms and conditions.
- 1.17 Merchant Establishment shall mean any company, corporation, establishment, firm, association, individual or any such entity as may be declared by the Bank from time to time, wherever located, which is designated as a MasterCard merchant and/or with whom there is an arrangement with any MasterCard member bank for a Cardmember to obtain goods, services or cash advances using the Card or Card Number.
- 1.18 Minimum Amount Due shall mean such percentage of the Total Outstanding balance in the Card Account, as may be determined by the Bank from time to time, that a Cardmember is required to pay at each instance of the Billing Cycle and carry forward the balance amount for payment in the next Billing Cycle. For the purpose herein, it is clarified that the Cardmember must pay at least the amount indicated as Minimum Amount Due for each Billing Cycle and the balance amount carried forward will attract Finance Charges and the same will have to be paid by the Cardmember.
- 1.19 Purchases shall mean and include purchase of goods and services by the Cardmember by using the Card or Card Number.
- 1.20 Date of Purchase shall mean the date at which the transaction is posted on the card account and not the date on which the transaction is actually done by the customer All charges and rewards shall be calculated on the posting date.
- 1.21 Payment Due Date shall mean the date on or before which the Cardmember has to make the payment to the Bank.
- 1.22 Total Outstanding or Total Amount Due shall mean the total outstanding on the Card Account due to the Bank including but not limited to Charges, fees and any other amounts that may be charged by the Bank from time to time in a Billing Cycle. For the purpose indicated herein, it is clarified that the Total Outstanding is liable to be paid by the Cardmember upon each instance of the Billing Cycle, however, the said Cardmember may choose to pay an amount lesser than the Total Outstanding,but never less than the Minimum Amount Due for each Billing Cycle.
- 1.23 Temporary Credit Limit Increase shall mean a credit limit increase requested by a Cardmember for a specific purpose. Such increase is done for a specific time-period and reverted at the end of the time-period.
- 1.24 Valid Card shall mean a Credit Card which is issued by the Bank and has not expired, not been damaged or been cancelled by the Bank or Cardmember.
- 1.25 One Time Password ("OTP")" means each one-time password generated by the Bank and delivered via Short Message Service (SMS);

1.26 "EMV PIN" ("EMV") means the personal identification number issued for transactions to be undertaken on the credit card issued by the Bank.

#### 2. RBL BANK CREDIT CARD

- 2.1 You agree to comply with the terms and conditions contained herein and as amended by the Bank under the Reserve Bank of India's (RBI) instructions or any statutory bodies or due to change in Bank's policy from time to time. It is clarified that the Card shall be honored only when a Valid Card is duly signed on the reverse and presented to a Merchant Establishment by You. Care must be exercised by Cardmembers while revealing the CVC2 number to any third party including and not limited to any unidentified individuals, groups or internet address, as CVC2 may be misused for fraudulent transactions.
- 2.2 The Card is a property of the Bank and must be produced or surrendered to the Bank on demand immediately.
- 2.3 The Card is not transferable and You should safeguard the same from misuse by retaining it under Your personal control at all times.
- 2.4 (i)Usage of Credit Card in foreign currency outside India will be subject to Foreign Exchange Management Act (FEMA), 1999 of the Reserve Bank of India regulations. The card should not be used for purchase of prohibited items, like lottery tickets, banned or prescribed magazines, participation in sweepstakes, payment for call-back services. (i)You shall however not use the Card for making payments in foreign currency in Nepal or Bhutan.
- 2.5 The Primary Cardmember and/or the Additional Cardmember(s) shall be deemed to have accepted the terms and conditions of the Cardmember Agreement of RBL Bank, as modified from time to time at the sole discretion of the Bank, upon acknowledging receipt of the Card, and/or by signing on the reverse of the Card, and/or by incurring a charge on the Card.

#### 3. CARD VALIDITY, EXPIRY AND RENEWAL

- 3.1 Your Card is valid up to the last day of the calendar month of the year indicated on the face of the Card unless cancelled earlier by the Bank. If You use the Card outside the validity period, the Bank shall not be liable in any manner whatsoever for any consequences that may arise.
- 3.2 Upon expiry or prior cancellation, Your Card may be renewed or reinstated at the sole discretion of the Bank. On expiry, the Card must be destroyed by cutting it in half over the magnetic strip. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces.
- 3.3 Unless You are in breach of the Agreement or otherwise hereunder, the Bank will automatically renew the validity of the Card and send to the Cardmember a new Card before the expiry of the Card currently being used. In case of non-receipt of renewed Card, You may contact the designated Customer Service Centre of the Bank or write to the Bank at the address notified to You from time to time.
- 3.4 You must intimate the Bank at least 30 days prior to the expiry of the Card currently being used if You do not wish to renew the Card. In absence of such intimation of cancellation of the Card by the Cardmember, the renewal fee (as applicable at the time of renewal) shall be charged to Your Card Account and shall be non refundable.
- 3.5 Effective 1st July 2011, as per a notification from Central Board of Direct Taxes, furnishing of PAN details is mandatory for renewal requests of credit cards. In case your PAN details are not updated with us before expiry, the same will not be renewed. In case PAN is not received within 90 days post expiry of card, such cards will be closed permanently.

#### 4. ADDITIONAL CARD

- 4.1 A Card Account may have multiple Additional Cards, the number to be determined at the sole discretion of the Bank. The Additional Cardmember must be an Indian resident above the age of 15 years and must be related to the Primary Cardmember by virtue of being a parent, spouse, child or sibling (brother or sister).
- 4.2 Upon receipt of Your request/authorization, the Bank at its sole discretion may issue Additional Card to Additional Cardmember.
- 4.3 You will be fully responsible and liable for all transactions and Charges incurred on the Additional Card, which will be included in Your Statement of Account for payment. Cardmember along-with the Additional Cardmember shall be jointly and severally liable to the Bank for alltheChargeseventhoughthemonthlyStatementofAccountmaybesentonlytoYou. Thesetermsandconditions shall also be binding on the Additional Cardmembers.
- 4.4 You may withdraw the facility of Additional Card by requesting the Bank and returning to the Bank the Additional Card cut into half.
  On receipt of the same, the Bank will cancel the Additional Card. All transactions incurred on the Additional Card but not billed prior to the receipt of the cancelled Additional Card by the Bank, shall be valid and binding on You.
- 4.5 The Additional Card facility and privileges will be automatically withdrawn if the Primary Card Account is terminated for any reason.

#### 5. USE OF CARD

- 5.1 On receipt of the Credit Card. You must immediately sign on the signature panel on the reverse of the Credit Card.
- 5.2 The Card may be used only for bonafide personal or official purchase of goods and/or services.
- 5.3 You must sign and/or collect the charge slip, cash advance slip, or mail order coupon at the time of incurring the Charge. Failure to sign a charge slip will not discharge You of the liability for the Charges. You must retain Your copy of the charge slips for at least six months. Upon Your request, the Bank, at its sole discretion, may provide copies of charge slips, subject to payment of an additional charge at the prevailing rate.
- 5.4 The Bank, at any time, may without prior notice or stating any reason whatsoever refuse authorization for a Charge at a Merchant Establishment and/or restrict or defer the Cardmember's ability to use the Card and/or suspend or cancel the Card. The Bank may through an ATM, Merchant Establishment or by itself may repossess/retain the Credit Card/seek immediate payment in partial or full of the Credit Card outstanding if it reasonably believes that it is necessary to do so for proper management of credit or business risk or if the Card or the Card Account is being misused or likely to be misused. You agree to the above without any protest or demur.
- 5.5 Any charge slip or other payment requisition received by the Bank for any transaction on the Card Account for payment shall be conclusive proof that the amount recorded on such charge slip or other requisition was incurred by the use of the Card by the Cardmember. Where a charge slip or voucher is not available viz. mail order or telephone order or electronic commerce (e.g. internet), and You dispute that transaction, You will first clear the outstanding on the Card and shall resolve the dispute directly with the concerned
  - Merchant Establishment. The Bank shall not be liable, in any manner whatsoever for the same.
- 5.6 Surcharge may be levied on purchase of certain products and services as notified by the Bank from time to time. Payment of surcharge

is mandatory and the same may vary from time to time. Surcharge on Transactions at Petrol Pumps shall be 2.5% of transaction amount subject to a minimum of Rs. 10/-. Surcharge on purchase/cancellation of Railway tickets shall be IRCTC service charge + 1.8% of transaction amount

- 5.7 The monthly Statement of Account shall be prima-facie proof of the Charges incurred by You. In the event You disagree with a Charge indicated in the Statement, the same should be communicated to the Bank in writing within 30 (Thirty) days of the Statement date, failing which the Charges in the Statement of Account shall become conclusive proof of Your liability to pay to the Bank.
- 5.8 The Bank will not be responsible if any Merchant Establishment refuses to accept the Card or levies a surcharge on the Card. However, the Cardmember should notify the Bank of such refusal to accept the Card or levy of surcharge by the Merchant Establishment, this complaint at the address notified by the Bank from time to time or at the designated Customer Service Centre.
- 5.9 The Bank shall not be in any way responsible and/or liable for merchandise, price, rate, quality, quantity, warranty, privileges, benefits and facilities, including but not limited to deficiency/delay in services, delivery or non-delivery, purchased or availed of by You from Merchant Establishment and/or third party suppliers including any mail order placed by You. Any dispute arising thereto should be settled directly by You with the Merchant Establishment/third party suppliers and failure to do so will not relieve You of any obligations to the Bank.
- 5.10 No claim by You against a Merchant Establishment will be a subject of set off or counterclaim against the Bank.
- 5.11 The Card may be suspended/withdrawn by the Bank at its sole discretion without being liable in any manner whatsoever to Cardmember, and without assigning a reason thereof. Termination of the Card and this Cardmember Agreement shall result automatically in the termination of the privileges, benefits and facilities attached thereto.
- 5.12 It is further clarified that the Cardmember shall pay for the purchase of any/all goods/services, including but not limited to air/rail tickets, as it appears on the Statement to avoid incurring finance or fee charges even if the purchase has been cancelled subsequently. Credit of refund due to cancellation will be made to the Card Account (less cancellation charges) only when intimation of such cancellation is received by the Bank. No cash refund will be given to You. If a credit is not shown in the Statement of Account within a reasonable time, You must notify the Bank, immediately.
- 5.13 The Cardmember accepts full responsibility for use of the Card in contravention of laws, rules, regulations, and terms and conditions of this Cardmember Agreement, and further undertakes to indemnify the Bank and to make good any loss, damage, interest, conversion, including but not limited to any other financial charges and outgoings, costs, and consequences that the Bank may incur or suffer on Your account and Your acts of omission/commission and/or negligence.
- 5.14 Cardmember is also liable to pay all such statutory dues/charges /duties levied on the services provided by the Bank to You.
- 5.15 You agree and hereby authorise the Bank to convert Charges incurred by You in foreign currency into Indian Rupee equivalent at such rate as the Bank may designate at its sole discretion from time to time.
- 5.16 You agree that goods purchased using the Card shall remain the property of the Bank until such time the Charges pertaining thereto are fully paid by You to the Bank.

#### EMV TERMS AND CONDITIONS

- EMV is a PIN sent either via SMS / email or to the registered address on record in the Bank's system. An EMV is necessary for the Cardmember to be able to carry out offline transactions using the Bank credit card.
- 2. The Cardmember acknowledges and agrees that receipt of any EMV may be delayed or prevented by factor(s) affecting the mobile phone service provider(s) or internet service provider(s) and other factors outside the Bank's control. The Bank does not guarantee the delivery of the EMV. The Cardmember agrees to hold the Bank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:
  - a. a non-delivery, delayed delivery, or the misdirected delivery of an EMV;
  - b. Cardmember's failure or inability to transact on the Bank credit card as a result thereof; and
  - any loss or damage suffered or incurred by the Cardmember on account of any misuse, unauthorized use, loss or theft of the
     EMV.
- 3. Cardmember shall comply with all requirements, instructions and specifications relating to the security of the EMV as may be prescribed by the Bank at any time and from time to time in the Bank's sole and absolute discretion. Without prejudice to the generality of the foregoing, the Cardmember shall at no time allow or permit another person besides the Cardmember to use the EMV.
- 4. The Cardmember is responsible for keeping the EMV confidential. The Cardmember shall not reveal the EMV to any other party and shall take all necessary steps to prevent disclosure or discovery of the EMV and/or password/s to/by any other party. The Cardmember is responsible for ensuring the security of the EMV as well as mobile phone or device on which the EMV is received, and for keeping these protected from unauthorized use.
- 5. The Cardmember shall be liable for all the transactions made using the EMV.
- 6. The Cardmember will not be eligible for chargebacks for transactions which have been authenticated by using the EMV.
- 7. The Cardmember shall immediately notify the Bank by calling the 24-Hour Customer Service:
  - (i)if any number or device registered with the Bank is lost or stolen, or fails to function as intended, (ii) if the Cardmember has any knowledge or reason for suspecting that the security or confidentiality of any EMV has been compromised, or if there has been any unauthorized use of any EMV or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other device (as the case may be) used by the Cardmember for the generation and/or reception of the EMV. The Cardmember shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Cardmember to comply with any of the foregoing. Financial liability arising due to the loss, theft or misuse of the EMV due to the negligence of the Cardmember shall be borne by the Cardmember and could result in cancellation of the Card account.
- The Bank reserves the right to refuse any transactions if the Bank believes that the EMV is being misused or being used without proper authorization.
- 9. The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the EMV without giving any reason therefor and shall not be liable for any loss or damage as a result

#### thereof

#### CASH ADVANCES

- 6.1 You can use the Credit Card, for withdrawal of cash from Automated Teller Machines (ATMs) of the Bank, select partner Banks and from other locations/permitted establishments as may be offered by the Bank at its sole discretion from time to time, and also for any other cash equivalent transactions including but not limited to demand draft facility, permitted by the Bank from time to time. For any all such cash advances and cash equivalent transactions, Cardmember shall comply with all the laws, rules and regulations including but not limited to Foreign Exchanges Law as stipulated under the Foreign Exchange Management Act, 1999 and rules thereunder and as further notified by RBI and other Government bodies. You shall not disclose the ATM PIN/code, provided to You by the Bank for cash advances, to any person. Cardmember shall take all possible care to prevent its discovery by any person.
- 6.2 You can obtain a cash advance on Credit Card up to the Cash Withdrawal Limit amount as may be defined and or communicated by the Bank from time to time, subject to the available Cash Withdrawal Limit and such terms and conditions applicable to cash advance transactions
- 6.3 Charges, and terms and conditions thereto shall be communicated in writing to the Cardmember. Such Charges are subject to change at the sole discretion of the Bank and shall be levied from the date of withdrawal until the date of settlement.
- 6.4 Default interest rates shall be effective immediately on occurrence of the default. Factors considered in determining Cardmember's monthly Finance Charges may include Cardmember's vintage, Your overall credit performance, including nature of defaults if any, in addition to other indicators of Cardmember's Accounts usage and performance.

#### 7 OTHER FEES/CHARGES

7.1 You agree to pay all Charges, including but not limited to charges (for renewal, replacement, and duplicate Statement), transaction fee on cash advance, collection charges for outstation fee, legal cost, and any other fee/charges etc. incurred and/or charged by the Bank.

#### 8 SERVICE TAX

8.1 You agree to pay Service tax as notified by the Government of India or any such rate as per the Government of India guidelines that may be levied on the prescribed fees, finance charges, applicable from time to time. Service tax will reflect on Your monthly Billing Statement.

#### 9 ALERTS

9.1 You agree that the Bank shall keep You informed about the status of Your Card Account and provide any other information from time to time by sending You messages via SMS and/or Email or any other communication channel and You would have no objection to the same. It is further agreed to by the Cardmember that the Bank, at its sole discretion, may choose to charge a fee/charge for the said intimation/alert services, towards which the Cardmember shall have no objection whatsoever.

#### Availability

- 1.1 The SMS facility is currently available only to resident Indian Credit Cardholders having Accounts with RBL BANK branches in India.
- 1.2 The SMS Facility is provided through certain Cellular Service Providers ("CSP") and therefore available in regions where the CSP provides services and to subscribers of services of the CSP in India.
- 1.3 The Alerts will be sent to the Credit Cardholder only if the Credit Cardholder is within the cellular circles of the CSP or in circles forming part of the roaming network of such CSP.
- 1.4 RBL BANK may, if feasible, provide the Facilities through more cellular service providers to increase the coverage.
- 1.5 'The above terms will be valid for all programs under which RBL BANK sends information using sms facility.

#### 10 LOYALTY PROGRAM AND OTHER PROGRAMS

- 10.1 RBL Bank (RBL BANK) Card Rewards Program or such other loyalty program, offered with the Credit Card/ co-branded Credit Card ("Program") allows eligible RBL Bank Cardmembers ("Cardmember(s)") to accumulate points ("Points") by spending on their Credit Cards, from time to time. Points accumulated on such Credit Cards can be exchanged for a wide variety of rewards as offered by RBL Bank or the entity with whom the co-branded Credit Card has been issued.
- 10.2 Participation in the Program is voluntary. The Cardmember may opt out of the Program by sending intimation to the Bank. The Cardmember may continue to use his/her RBL Bank Card as he/she normally does. The Annual Fee for participation in the Program may be as determined by RBL Bank/commercial or business entity with whom co-branded Credit Card is issued from time to time. Enrolment Date shall mean the date of launch of the Program for the existing Cardmembers and the date on which the Card Account is set up by RBL BANK, for new Cardmembers. Enrolment Year-shall mean "any twelve-month period" commencing on the Enrolment Date.
- 10.3 The Points shall be reflected in the monthly Billing Statement.
- 10.4 All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by RBL Bank from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:
  - Balance transfers
  - · Cash advances
  - · Financial charges (e.g. late payment fee, dishonored cheque charges, service fee, transaction charges)
  - · Disputed transactions
  - Any purchases made at petrol pumps/service stations
  - · Payment of Enrolment Fee for the Program
- 10.5 A Cardmember cannot accrue points for any charge(s) incurred prior to his/her Enrolment Date.
- 10.6 Points accumulated by a Cardmember on Credit Card cannot be combined or used in conjunction with Points of his/her other Credit Cards at the time of redemption, or transferred to any other customer loyalty program unless otherwise specifically notified by RBL Rank
- 10.7 The Points accrued do not have cash and/or any monetary value unless the Bank at its sole discretion chooses to offer the said cash monetary value to selected few Credit Cards/their respective Cardmembers, upon specific expenditures and the Points accrued thereof. It is clarified that currently the Bank at its sole discretion permits redemption against cash for travel related expenditures incurred in the past 60 days by its Smart Gold and Smart Miles Titanium Cardmembers only, an option that the Bank may choose to

- revoke/extend without any notice and obligation whatsoever. Please Note hotel stays in city of residence do not qualify as a travel related spend.
- 10.8 Adjustments will be made to the Points if there are any credits, including those arising from returned goods or services or billing disputes. If a disputed transaction is resolved in favour of the Cardmember or where a transaction is reversed, proportionate Points will also be reversed and credited to the Cardmember's Account, if not already credited. Likewise, in the case of return of goods or a disputed transaction is resolved against the Cardmember, proportionate Points will be debited to/subtracted from the Cardmember's Account, if already credited. On redemption, the redeemed Points will automatically be subtracted from the Points accumulated in the Card Account.
- 10.9 RBL Bank will notify, on best effort basis, the Primary Cardmember in the Statement of Account in respect of the Credit Card about the number of Points accumulated immediately preceding the closing date for the said monthly Statement.
- 10.10 In the event the Credit Card is voluntarily closed by the Cardmember or cancelled for any other reason, any outstanding Reward Points after cancellation of the Credit Card shall automatically lapse and shall stand forfeited. If the Credit Card, for any reason whatsoever, is blocked or suspended by RBL Bank, the Points accumulated shall stand forfeited but may be reinstated, at the sole discretion of RBL Bank, if use of Credit Card is reinstated.
- 10.11 RBL Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit, and re-instatement of Points shall be final, conclusive and binding on the Cardmember.
- 10.12 The Points available to redeem means Points that can be redeemed by You for merchandise (goods/services) from the Reward Catalogue or for Reward Certificate available with the Merchant Establishment or in any manner as may be specific to the respective Credit Cards including but not limited to instant redemption, cash redemption, and gift vouchers.
- 10.13 The Cardmember understands that Bank, subsequent to informing the Cardmember, may debit an amount for participation of the Cardmember in any of its Program(s) (hereinafter "Amount"). Subsequent to such debit of Amount, if the Cardmember intimates to the Bank intention of non-participation in the Program, in writing within 7 days of receipt of the Statement sent by the Bank with regard to Cardmember's usage of the Card, the Amount shall be credited by the Bank to the Cardmember's Account.
- 10.14 The Cardmember shall be communicated the number of points earned by a Cardmember in one statement cycle. The rate and the manner these reward points can be redeemed will be at the sole discretion of the Bank may change the rate anytime without any prior intimation.
- 10.15 The Cardmember may instantly redeem the Points at the selected Merchant Establishments, the addresses of which shall be informed by the Bank to the Cardmember from time to time. The Cardmember shall earn extra Points for Purchases made at such Merchant Establishments.

All spending charged to the Credit Card under the Program will be eligible to earn Points except such spending that is excluded by RBL Bank from time to time. Spending that is currently not eligible to earn Points includes, but is not limited to, the following:

- Balance transfers
- · Cash advances
- Financial charges (e.g., late payment fee, dishonored cheque charges, service fee, transaction charges)
- · Disputed transactions
- Any purchases made at petrol pumps/service stations
- Payment of Enrolment Fee for the Program
- Payment of Insurance Premium for Insurance Cover(s)
- 10.16 No accumulation or redemption of the Points will be permissible if on the relevant date, the Card facility has been withdrawn or cancelled or Card Account is shown as an overdue Account.
- 10.17 You cannot transfer the Points to another person or combine the same with any other Card of the Bank held by You. However, the Bank, at its sole discretion, may in certain cases allow transfer of Points for specific schemes and intimate You of the same from time to time.
- 10.18 The Bank's computation of Points shall be final, conclusive and binding on You and will not be liable to be disputed or questioned for any reason whatsoever.
- 10.19 Points accumulated that are not redeemed by the Cardmember with 18 months will expire and shall stand forfeited.
- 10.20 The Credit Card must not be overdue, suspended, blocked, cancelled or terminated by RBL Bank at the time of the receipt of request for redemption of Points.
- 10.21 The Points accrued can only be redeemed by the Primary Cardmember, and not by an Additional Cardmember.
- 10.22 The Points may be redeemed at participating Merchant Establishments for a variety of rewards, as detailed in the Program catalogue and other mailers issued by RBL Bank from time to time, e.g. merchandise, shopping, dining, travel, entertainment, fee waivers, financial services, Credit Card upgrades.
- 10.23 The Cardmember shall have to fill in a redemption request form and mail the same at the address mentioned therein or call the nearest RBL Bank Card Customer Service Centre. The Cardmember(s) may also access the website www.RBL Bank.in for viewing the status and options for their respective redemption of Points.
- 10.24 RBL Bank is not liable for any delay or loss in delivery of the redemption certificates/vouchers or gifts.
- 10.25 Redeemed Points are not exchangeable for other rewards, or refundable, replaceable, or transferable for cash or credit under any circumstances, and such redeemed Points cannot be re-converted back to Points. Once exchanged for another partner loyalty program, if any, Points cannot be transferred back.
- 10.26 All rewards are subject to availability and certain restrictions may apply. The redemption procedure and the additional terms and conditions for each reward shall be set forth in the redemption certificates/vouchers issued to the Cardmember.
- 10.27 Any additional meals, transportation, accommodation arrangements, courier or other costs incurred in connection with redemption of any reward shall be the sole responsibility of the Cardmember.
- 10.28 Issuance of a redemption certificate for dining, travel or hotel accommodation does not constitute a reservation. The Cardmember is responsible for making all reservations and notifying the participating Merchant Establishment(s) of the reward(s) he/she is going to

redeem.

- 10.29 Other RBL Bank benefits, which are activated by use of the Credit Card, do not apply to goods or services received as rewards under the Program.
- 10.30 RBL Bank shall in no event be responsible or liable, in any manner whatsoever, for the product and/or services redeemed from the Point, including but not limited to any defect or deficiency in or with respect to any claim arising out of non-use or use of the Points, or in usage of redemption certificate for dining, travel or hotel accommodation, or in usage, durability, merchantability of any product service acquired by redemption of Points.
- 10.31 Fraud and/or abuse relating to earning and redemption of Points in the Program shall result in forfeiture of the Points as well as termination and cancellation of the Credit Card.
- 10.32 Information supplied by a Cardmember on redemption of rewards may be used by RBL Bank or its Merchant Establishments for administrative and/or marketing purposes, without procuring any permission, written or otherwise, from the Cardmember.
- 10.33 Any taxes or other liabilities or charges payable to the Government, any other authority, body or any other participating Merchant Establishment, which may arise or accrue to a Cardmember on redemption of Points as aforesaid or otherwise shall be to the sole account of the Cardmember.
- 10.34 RBL Bank reserves the right to cancel, change or substitute the rewards, reward conditions or the basis of computation of Points, or terms and conditions of the Program at any time, without giving any intimation to the Cardmember. RBL Bank can suspend or terminate the Program at any time it deems necessary, without any liability for the Points earned.
- 10.35 RBL Bank makes no warranties or representations, either expressed or implied, with regard to the type, quality or fitness of the goods and/or services provided/that may be provided by the participating Merchant Establishments/ co-branded commercial or business entity under the Program. Merchandise, where applicable, may be accompanied by warranty information from the manufacturer and any claims must be directed solely to the manufacturer or service provider or co-branded commercial or business entity.
- 10.36 Any dispute concerning goods or services received as rewards under the Program shall be settled between the Cardmember and the participating Merchant Establishment that supplied the goods or services. RBL Bank will bear no responsibility for resolving such disputes or for the dispute itself.
- 10.37 Each of the Program shall be governed by a separate specific terms and conditions (hereinafter "Program Terms and Conditions").
  However, such Program Terms and Conditions shall not amend in any way the Cardmember Agreement, and any term referenced but not defined therein may be interpreted in accordance with the Cardmember Agreement.
- 10.38 RBL Bank acts in good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter in relation to this Program and the fulfilment of any reward, the Cardmember shall not be entitled to claim or allege any loss, damage, liability, expense, etc. attributable, directly or indirectly, to any such goods faith action of RBL Bank and the Cardmember shall indemnify and hold RBL Bank fully harmless in respect thereof.
- 10.39 All queries in relation to the Program may be addressed to the 24 Hours Bank by Phone numbers or to premiumcardservices@rblbank or as may be specified by the Bank from time to time.
- 10.40 One of the conditions on which RBL Bank has agreed to allow the Cardmember to participate in the Program is that he/she confirms and accepts the terms and conditions as herein contained along with the Program Terms and Conditions.
- 10.41 Notwithstanding the aforesaid, the Bank also provides some value-added programs to only a select few Cardmembers, including but not limited to the Payment Holiday Program. It is clarified that the said Programs are subject to specific terms and conditions and are value-added benefits provided by the Bank at its sole discretion to a select few customers.

#### 11. 24 HOURS CUSTOMER SERVICE

- 11.1 The Bank shall provide information and facility to You to facilitate access to information and carry out transactions on Your Card Account by giving instructions on telephone. The Bank may accept this either manually or by an automated system. However, the Bank at its sole discretion, may decide on the nature of the information/transaction that can be given/carried over the telephone. The Bank also reserves the right to authenticate Cardmember's identity before processing the request. You may also be given a specific Telephone Personal Identification Number (T-PIN) for use of this facility.
- 11.2 Cardmember agrees that You shall not hold the Bank liable on account of the Bank acting in good faith on such instructions.
- 11.3 The Bank may at its sole discretion tape or record such instructions and may rely on transcripts of such telephonic instructions in evidence in any proceedings.
- 11.4 At Your request the Bank may send to You by e-mail (at an e-mail registered with the Bank) financial information (sought for by You) regarding the Card Account which may be of a private or confidential nature and You shall not hold the Bank liable in any manner should such information come to the knowledge of any third party.
- 11.5 In following such instructions, the Bank shall be doing so on a best effort basis and will not be liable on account of delay or inability on the part of the Bank to act immediately or at all on any of Your instructions.
- 11.6 The Bank reserves its right not to carry out such instructions where the Bank has reasons to believe that the instructions are not genuine or to withdraw or suspend the facility.
- 11.7 In case there is a discrepancy in the particulars or details of any transaction carried out by the Bank, You shall be obliged to inform the Bank of the discrepancy within thirty (30) days of receiving the advice from the Bank.
- 11.8 In consideration of the Bank providing You the said facility You shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of Your using this facility.

#### 12. INTERNET BANKING

12.1 You agree that while making any internet transaction, any outflow of foreign exchange must be undertaken by You only in accordance with Foreign Exchange Management Act, 1999, Information Technology Act, 2000 and other applicable acts including any rules, regulations, notifications thereunder and any other law as may be applicable from time to time. The Bank, at its sole discretion, may decline certain internet transactions by You in order to protect You from unauthorised and illegal use of account information by any

person.

- 12.2 You may also be given a specific Personal Identification Number (PIN) for use of this facility. You shall personally be liable for the security of the said number and shall not share or disclose the said number to any individual.
- 12.3 You agree not to use the Card/Card Number to visit websites on gaming and obscenity that has been prohibited and declared illegal by the Government of India. By doing so, You may be liable for any legal action against You and the Bank shall not be responsible for the same.
- 12.4 The information materials contained on the websites are subject to change. Unauthorised use of the Bank's website including but not limited to enter into Bank's system, misuse of password or misuse of any information posted on the website is strictly prohibited. In doing so, You shall be liable for legal action under the provisions of Information Technology Act, 2000 and other Acts applicable at that time.
- 12.5 In consideration of the Bank providing You the internet banking facility You shall indemnify and hereby keep the Bank indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses that the Bank may incur, sustain or suffer as a consequence of or by reason of Your using this facility.
- 12.6 The Bank reserves the right to terminate any user's access with or without assigning any cause, or without any notice whatsoever.

#### 13. ONE TIME PASSWORD TERMS AND CONDITIONS

- OTP is a one-time password sent via SMS to the mobile phone number on record in the Bank's system. An OTP is necessary to be
  able to transact using the Credit Card via the internet or via mobile banking. An OTP is generated for transactions where the credit
  card is not present i.e. transactions carried out over the internet, IVR, etc. and is valid only for a span of 15 minutes from the time of
  its generation.
- 2. The Cardmember acknowledges and agrees that receipt of any OTP may be delayed or prevented by factor(s) affecting the mobile phone service provider(s) and other factors outside Bank's control. The Bank does not guarantee the delivery of the OTP. The Cardmember agrees to hold the Bank, its directors, officers, employees and agents free and harmless from any and all losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from:
  - a. a non-delivery, delayed delivery, or the misdirected delivery of an OTP;
  - b. failure or inability to transact on the Bank credit card, as a result thereof; and
  - c. any loss or damage suffered or incurred on account of any misuse, unauthorized use, loss or theft of the OTP.
- 3. The Cardmember shall comply with all requirements, instructions and specifications relating to the security of the OTP as may be prescribed at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the Cardmember shall at no time allow or permit another person to use the OTP.
- 4. The Cardmember is responsible for keeping the OTP confidential. The Cardmember shall not reveal the OTP to any other party and shall take all necessary steps to prevent disclosure or discovery of the OTP and/or password/s to/by any other party. The Cardmember is responsible for ensuring the security of the OTP as well as mobile phone or device on which the OTP are received, and for keeping these protected from unauthorized use.
- 5. The Cardmember shall be liable for all the transactions made using the OTP.
- 6. The Cardmember shall immediately notify the Bank by calling the 24-Hour Customer Service:
  - (i) if any number or device registered with the Bank is lost or stolen, or fails to function as intended, (ii) if the Cardmember has any knowledge or reason for suspecting that the security or confidentiality of any OTP has been compromised, or if there has been any unauthorized use of any OTP or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other device (as the case may be) used by the Cardmember for the generation and/or reception of the OTP. The Cardmember shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure to comply with any of the foregoing. Financial liability arising due to the loss, theft or misuse of the OTP due to the Cardmember's negligence shall be borne by the Cardmember and could result in cancellation of the Credit Card.
- The Cardmember reserves the right to refuse any transactions if the Cardmember believes that the OTP is being misused or being used without proper authorization.
- 8. The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of the OTP without giving any reason therefor and the Bank shall not be liable for any loss or damage as a result thereof.

#### 14. INSURANCE BENEFITS

In addition to Terms and Conditions as may be stipulated by the concerned insurance company providing insurance cover/facilities, for the purpose of these Terms and Conditions, the following Terms and Conditions shall govern such insurance cover:

- 14.1 Insurance covers may vary from Card to Card. The Cardmember understands that he is required to check and understand the specific complimentary insurance cover provided to the Cardmember under the specific RBL Bank Card/Co-branded Card.
- 14.2 The Cardmember specifically understands that any complimentary insurance covers/facilities provided on any Card, if any, may not be available for any one or more specific category/type of Card.
- 14.3 Insurance covers are not provided by the Bank. Exclusions/limitations and claim process are applicable as per policies issued by the concerned insurance company. The Cardmember specifically acknowledges that RBL Bank will not be liable in any manner whatsoever by virtue of any insurance cover provided, whether or not the premium for such insurance cover is paid by the Cardmember. The Cardmember acknowledges that the concerned insurance company will be solely liable, for all such insurance related claims/matters and the Cardmember shall not hold the Bank responsible for any matter arising out of or in connection with such insurance cover, whether for or in respect of any deficiency or defect in such insurance cover, recovery or payment of compensation, processing or settlement of claims or otherwise howsoever, and all such matters shall be addressed to and sorted out directly with the concerned insurance company and to the exclusion of RBL Bank and no communication in this regard will be entertained by RBL Bank. However, there could be specific exceptions to the aforesaid for certain insurance covers offered wherein RBL Bank may assist (but not obliged to) in informing about and collecting claim documentation and these will be communicated at the time of selling such insurance covers.

- 14.4 The Cardmember acknowledges that the insurance cover so provided will be available to the Cardmember only as per the terms of the relevant insurance policy in force, and only so long as the Cardmember is and remains a Cardmember of RBL Bank with his Card being Valid Card, and on the Card membership being withdrawn (whether temporarily or permanently) for whatever reason, the benefit of such insurance cover shall automatically and ipso facto cease to be available from such date of cessation of Card membership Further, the Cardmember also agrees that even during the continuation of his Card membership, RBL Bank may at any time without prior notice (in its sole discretion and /or without assigning any reason thereof) suspend, withdraw or cancel the benefit of such insurance cover, and there will be no binding obligation on RBL Bank to continue this benefit.
- 14.5 Benefits indicated in the concerned insurance policy shall be the maximum amount for which the Cardmember will be entitled in the event of any loss during the period of the respective insurance policies under which such covers are provided by the concerned insurance company.

#### 15. TRANSFER N PAY

Refer the Transfer n Pay terms and Conditions on the website www.rblbank.com

#### 16. APPOINTMENT OF THIRD PARTY/SERVICE PROVIDER

- 16.1 The Bank, at its sole discretion, may appoint third parties/service providers for providing service over the phone or through any other means. The Bank may also appoint third party/service providers for conducting certain activities such as but not limited to reference checking, data-entry and back-office related operations, verification through credit bureau, credit verification, recovery of any outstanding on the Card or initiate any other action allowed by law for recovery of all dues owing to the Bank. However, the Bank will not be responsible for any consequences arising out of the third party's acts or omissions. All payments made to such third parties service provider for collection will be to Your cost and risk in addition to all costs, charges and expenses incurred by the Bank to recover the outstanding dues/amounts.
- 16.2 You shall be liable for all costs associated with the collection of dues, legal expenses and discretionary amounts with interest, should it become necessary to refer the matter to any agent or take legal recourse for enforcement of payment.

#### 17. CREDIT CARD REISSUANCE AND REPLACEMENT

17.1 If Your Card becomes defective/gets damaged, mutilated, lost or stolen, You may ask for a replacement Credit Card at any of the Bank's branches or lodge your request at Customer Service 24 hour Toll Free number 1800 121 9050. All such replacement Credit Cards shall be provided at the discretion of the Bank upon such Charges prevailing at the time of replacement. The damaged Card must not be used and should be cut in diagonally over the magnetic strip and returned immediately to the Bank. Also, please destroy the chip (if any) on the Credit Card by cutting the chip in two pieces. Effective 1st July 2011, as per a notification from Central Board of Direct Taxes, furnishing of PAN details is mandatory for reissue and replacement requests of credit cards

#### 18. CHANGE OF ADDRESS AND TELEPHONE NUMBER

18.1 Cardmember shall promptly notify the Bank at the address notified by the Bank from time to time or designated customer service centre in writing or telephonically of any change in Your address and/or any telephone number. Any request for change in address should be accompanied with the self-attested address proof.

#### 19. EXCLUSION OF LIABILITY

19.1 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to You 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 to honor or accept a Card,

(c) the malfunction of any Electronic Terminal, (d) the giving of transaction instruction other than by the Cardmember, (e) any statement made by any person requesting the return of the Card or any act performed by any person in conjunction, (f) handing over of the Card by the Cardmember to anybody other than designated employees of the Bank at the Bank's premises, (g) the exercise by the Bank of its right to demand and procure the surrender of the Card prior to the expiry date exposed on its face, whether such demand and surrender made and/or procured by the Bank or by any person or computer terminal, (h) the exercise by the Bank of its right to terminate any Card or the Card Account, or (i) any injury to Your credit, character and reputation alleged to have been caused by the repossession of the Card and/or any request for its return or the refusal of any service establishment/mail order establishment to honor or accept the Card (j)any misstatement, misrepresentation, error or omission in any details disclosed by the Bank. In the event a demand or a claim for settlement of outstanding dues from You is made either by the Bank or any person acting on behalf of the Bank, You agree and acknowledge that such demand or claim shall not amount to be an act of defamation or on act prejudicial to or reflecting upon Your character, in any manner.

#### 20. CROSS DEFAULT

- 20.1 Cardmember accepts that any default in discharging the obligations under the Cardmember Agreement shall be deemed default under the Cardmember Agreement and the Bank reserves the right to exercise any or all rights under the said Agreement including the right to terminate Credit Card Facility.
- 20.2 Cardmember acknowledges the right of the Bank to terminate the Credit Card facility in the event of default in respect of any other loan financial credit facility extended to You by the Bank and vice versa.

#### 21. SERVICES PROVIDED BY MASTERCARD INTERNATIONAL

- 21.1 There are certain emergency services provided to Cardmember by MasterCard International. Such services are provided by MasterCard through third party agents. Cardmember shall be responsible for the cost incurred in availing such emergency services provided by/through MasterCard International.
- 21.2 Assistance is provided on a best effort basis by/through MasterCard International.
- 21.3 The Bank in India or anywhere in the world does not accept the responsibility for the arrangement or use of services provided by through MasterCard International.

#### 22. DISCLOSURE

22.1 The Bank is hereby permitted by the Cardmember to release any information regarding Cardmember's credit history or repayment record to the credit information bureau and collection/recovery agent/third parties in case of default or otherwise without Cardmember approval.

- 22.2 Cardmember specifically waives the privilege of privacy, privity, confidentiality and secrecy with regard to the aforesaid information.
- 22.3 The Bank shall also ensure that its Direct Marketing or Selling Agents do not transfer in an unauthorised manner or misuse Cardmember personal information obtained during marketing that is subsequently being held on record.
- 22.4 Notwithstanding anything to the contrary, the Cardmember authorizes the Bank to disclose all/any information or documents about the Cardmember including this Agreement and/or any other agreement, transactions or dealings between the Cardmember and the Bank for any purpose to (i) its head office or to any other branches, subsidiaries or associated or affiliated companies of the Bank; (ii) professional advisers of the Bank; (iii) any potential or actual purchaser/assignee of the Bank or of any of its businesses, rights, assets or obligations; or (iv) to any other person where disclosure is required by law.
- 22.5 Please note that Credit Information Companies (Regulation) Act, 2005 (CIC Act) and the Rules and Regulations framed thereunder have come into force with effect from December 14, 2006. RBL Bank shall be entitled to share of credit information with credit information companies/ bureau subject to conditions stipulated therein.

#### 23. ASSIGNMENT/SECURITISATION

23.1 Cardmember expressly recognises and accepts that the Bank shall be absolutely entitled to sell, assign or transfer, in any manner (including through the drawing of a negotiable instrument or otherwise) in whole or in part and on such terms as the Bank may decide (including reserving a right to the Bank to proceed against You on behalf of any purchaser, assignee or transferee), Your outstanding and dues to any third party of the Bank's choice without reference to or without written intimation by the Bank to You, and any such sale, assignment or transfer shall bind You to accept such third party as a creditor exclusively or as a joint Creditor with the Bank, but with the right to the Bank to continue to exercise all powers hereunder on behalf of such third party and to pay over such outstanding and dues to such third party or to appropriate the same, as the Bank may decide. Any costs incurred by the Bank towards enforcement or its rights and recovery of outstanding and dues shall be debited to Cardmember's Account.

#### 24. MISCELLANEOUS

- 24.1 Where the Bank acts on good faith in response to any oral or electronic instruction or inquiry by the Cardmember in respect of any matter in relation to the Card, the Cardmember will not be entitled to claim or allege any loss, damage liability, expense etc. attributable, directly or indirectly, to any such good faith action of the Bank and the Cardmember agrees to hold the Bank harmless in respect thereof.
- 24.2 Cardmembers' liabilities under this Cardmember Agreement shall not be discharged of until outstanding on the Card Account is cleared in full.
- 24.3 The total outstanding on the Card Account together with the amount of any Charges effected but not yet charged to the Card Account, will become immediately due and payable in full to the Bank on bankruptcy, insolvency, dissolution or winding up of a corporate body of a Cardmember or death of the Primary Cardmember. The Primary Cardmember's estate will be responsible for setting off any outstanding on the Card Account and should keep the Bank indemnified against all costs including legal fees and expenses incurred in recovering such outstanding. Pending such repayment, the Bank will be entitled to continue to levy Finance Charges and other applicable charges as given in the Schedule of Charges at its prevailing rate.
- 24.4 The Card Account will also be liable to be suspended on instructions from any Government/Regulatory Body. All amounts outstanding on the Card shall be deemed to have immediately become due on instructions from Government/Regulatory Bodies, as the case may be, and the Bank shall be entitled to recover the same in accordance with the relevant laws in force without prejudice to Your obligation to pay forthwith all outstanding.
- 24.5 The Bank shall from time to time be entitled to add to and/or amend all or any of these terms and conditions, which shall be communicated in writing to the Cardmember. Cardmember will be bound by such amendments unless all the outstanding in the Card Account is paid and the Card is returned to the Bank for cancellation or cut in half before the date upon which any amendment is to have effect.
- 24.6 The Bank shall at its sole discretion add any new or withdraw any existing facility or features available to Cardmember under these terms and conditions.
- 24.7 All published information is correct and complete at the time of printing. The Bank cannot assume responsibility for changes, which occur after printing.

#### 25 Split n PAY

25.1 Refer Split and pay terms and conditions on website www.rblbank.com Easy Pay has been re branded to Split n Pay

#### 26. VOUCHER OFFERS

- 26.1 RBL Bank, from time to time, may communicate offers of various Merchant Establishments to its Cardmembers either at time of acquisition or after the Card has been boarded. These may be communicated to the customer through vouchers that could be cobranded or could be only of the Merchant Establishment.
- 26.2 These offers are brought to the Cardmember solely by the participating Merchant Establishments. Rules pf the participating Merchant Establishments will apply. RBL Bank is not making the offer, holds no warranty and is not representative of the delivery, quality, merchantability or suitability of product/services availed of by the Cardmember under this offer/the Voucher.
- 26.3 The Cardmember further understands that any information exchanged by the Cardmember with the Merchant Establishment shall be at his/her sole direction and he/she shall not hold RBL Bank liable or responsible for use misuse of such information by the Merchant Establishment. Any disputes as regards delivery, quality, merchantability or suitability of products/services availed of under this offer the vouchers must be addressed by the Cardmember in writing to the participating Merchant Establishments directly and RBL Bank will not entertain any communication in this regard.
- 26.4 RBL Bank shall not be liable for any loss or damage whatsoever that may be suffered or for any personal injury that may be suffered to a Cardmember directly or indirectly by use or non-use of products/services availed of under this offer/the vouchers.
- 26.5 RBL Bank reserves the right to extend or terminate these offers without prior notice. RBL Bank reserves the right, at any time, without prior notice, to add/alter/modify/change or vary all of those terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this offer or not, or to withdraw the offer altogether.

#### Terms and Conditions of Golf Program

#### 27. Hole in One Celebration Bonus Terms & Conditions

#### Dofinitions

- Amateur Golfer" means a golfer who plays the game as a non-remunerative and non-profit making sport and who does not
  receive remuneration for teaching golf or for other activities because of golf skill or reputation.
- 2. "Course" means the golf course hosting the Tournament/ Organized Game of Golf at which a Hole in One contest is held.
- 3. "Designated Hole in One Hole" means the golf hole(s) designated as the target hole(s) in the "Hole in One Application".
- 4. "Hole in One" means a score posted by an eligible Amateur Golfers using a regulation golf ball and a regulation golf club resulting from a shot in which the ball traveled from the teeing area into the designated hole in "One stroke" with no interference or assistance from any source of any kind.
- "Hole in One Application" means the application and any supporting materials submitted by RBL IGU NHS Golf World Card member for claiming the benefit.
- 6. "Organised Game of Golf" means a game of Golf organised for Amateur Golfers by a Golf Club or Golf Society.
- "Recognised Golf Course" means a facility where the game of golf is played or practiced provided by a private members club or public or municipal facility.

#### 27.1 Terms & Conditions

- The customer is playing as an amateur golfer and is not a professional player.
- 2. The customer scores a "Hole in One" as defined above.
- 3. The distance of the "Designated Hole in One Hole" from the teeing area from which the shot is initiated to the flagstick shall be not less than:
  - a) 150 yards for the male golfers
  - b) 125 yards for the female golfer
- 4. This prize money is valid only when the customer is playing in India
- 5. The prize money will be reimbursed by RBL insurance partner AGA Services (India) Private Limited.
- 6. AGA will pay to the qualifying customer a flat sum of INR 15,000/-, on each successful completion of "Hole in One" subject to a maximum of 3 events per card anniversary year
- 7. To avail the Hole in One card member will have to
  - a) Bill a charge equivalent to Rs 15,000
  - b) A Hole in one certificate & letter from the club authority where the hole in one occurred to be sent to premiumcardservices@ rblbank.com
  - c) Claim to be witnessed by a minimum of at least two other accompanying golfers who are either members of the club where the hole in one occurred or registered NHS handicap golfers who's names, membership/ NHS details and signatures should be on the letter from the club, mentioned above
- 8. The Terms & Conditions of the Offer shall be in addition to and not in substitution of/derogation to, the Card member Agreement governing the Card.
- 9. The use of the Card by the Card member will be deemed to be acceptance of these Terms and Conditions in addition to the Card member Agreement governing the Card and the Card member understands and agrees to be unconditionally bound by the same. The Offer is valid only if the Card continues to be in good standing and the minimum payment due continues to reach us before the payment due date.
- 10. Any person taking the advantage of this Offer shall be deemed to have read, understood and accepted these Terms and Conditions.

#### 27.2 Offer: Rs 1000 Cash back payment every year

- RBL Bank will pay Rs 1000 cash back to all RBL Bank IGU NHS Golf World Card holderin the first card statement in lieu of NHS fees.
- 2) Year 2 cash back will be credited on achieving the spends target of Rs 100,000 in previous year for all card members below 65 years of age. Super senior offer: For card members at >=65 years of age cash back will be credited on achieving Rs 25000 spends target in previous year.
- 3) The equivalent service tax amount against the NHS fees will have to be borne by the cardmember and paid directly to IGU
- 4) Year is defined as 12 months from date of first bill generation.
- 5) Billed spends under Primary & Additional Cards for the said period will be considered.
- 6) Qualifying purchase value for cash back will exclude all EMI transactions, cash withdrawals, fees (if any), charges and service tax.
- 7) Spends will be calculated only for settled transactions, basis the transaction date submitted by the Merchant Establishment/ Association (i.e. MasterCard). RBL Bank will not be held responsible if Merchant Establishment submits the transaction date as different from the actual date when the transaction was done.
- 8) Cash Back will be credited to the Credit Card within 30 days of completion of 1 year
- 9) RBL Bank reserves the right to extend or terminate any/all offers provided with the RBL Bank Platinum Rewards Card (the "Card") from time to time without prior notice.
- 10) RBL Bank reserves the right at any time, without prior notice, to add / alter / modify / change or vary all of these terms & conditions or to replace wholly, or in part, the offer(s) provided with the Card from time to time by another offer(s), whether similar to the modified/ deleted offer or not, or to withdraw the said offer(s) altogether.
- 11) All disputes if any, arising out of or in conjunction with or as a result of this offer(s) provided with the Card from time to time or otherwise relating to the Card shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai irrespective of whether courts/tribunals in other areas have concurrent or similar jurisdiction.
- 12) Cash Back will be awarded to a Card member for valid charges incurred on a valid Card. No Cash Back will be permissible if,

on relevant date, the Card has been withdrawn or cancelled or is liable to be cancelled or if the account of the Cardmember is a delinquent account or if there is any breach of any clause of the detailed in the RBL Card Member Agreement RBL Bank's computation of Cash Back shall be final, conclusive and binding on Cardmembers and will not be liable to be disputed or questioned, save and except in case of manifest error.

- 13) The Terms & Conditions of the Offer shall be in addition to and not in substitution of/derogation to, the Card member Terms & Conditions governing the card.
- 14) The use of the card by the Card member will be deemed to be acceptance of these Terms and Conditions in addition to the Card member Agreement governing the card and the Card member understands and agrees to be unconditionally bound by the same. The Offer is valid only if the Card continues to be in good standing and the minimum payment due continues to reach us before the payment due date

#### 27.3 Master Card Golf program T&C

Program: RBL Bank IGU NHS Golf World Credit Card holders enjoy 2 complimentary rounds followed by preferential green fees rates for rounds at the below prestigious golf courses across the country. Also cardholders enjoy complimentary, all week around, unlimited golf lessons at the below prestigious golf ranges across the country

Customer needs to make the Booking via call center 7 days in advance; call center will connect the customer to Master Card Golf concierge

#### 27.4 Terms and Conditions for Golf rounds

- Complimentary Green Fee access hosted for eligible RBL Bank IGU NHS Golf World Credit Card holders at specified locations on Weekdays & Weekends / Holidays.
- 2. Discounted Green Fee access hosted for RBL Bank IGU NHS Golf World Credit Card cardholders at specified locations on Weekdays & Weekends / Holidays as Green Fee Players on account of 50 % of the Green Fees hosted by MasterCard. The requesting Cardholder (s) would have to pay 50% of the applicable Walk in rate at the time of the confirmation of the Golf Game through their specific RBL Bank IGU NHS Golf World Credit Card holders.
- Complimentary Golf Instruction / Coaching Lessons hosted by MasterCard for eligible RBL Bank IGU NHS Golf World Credit Card holders as specified by MasterCard at given specified locations at a driving range / golf club / training facility on Weekdays & Weekends.
- 4. This program is brought by MasterCard and RBL bank will not be entertain any complaints about the same
- 5. The program can be modified, amended, changed or revoked anytime by MasterCard without prior intimation in writing or otherwise.
- 6. The access to Golf Courses will be available on first come first serve basis.
- 7. Neither MasterCard nor any of its subsidiaries or affiliates nor MasterCard's member banks nor any of their respective subsidiaries or affiliates (collectively the "Promoters") assume any responsibility for the products or services offered at the participating lounge. The products and services are sold or licensed or provided solely by the MasterCard's service providers, and the Promoters accept no liability whatsoever in connection with the products and services.
- 8. RBL Bank does not hold any guarantee / warranty for the product/services being offered at the participating Golf courses and would not be liable in any manner whatsoever or howsoever including but not limited to any financial loss / damage that may arise.
- 9. The Card Member further understands that any information exchanged by the Card Member with MasterCard shall be at his/her sole direction and he/she shall not hold RBL Bank liable or responsible for use misuse of such information by MasterCard. Any disputes as regards delivery, quality, merchantability or suitability of products/services availed of under this offer must be addressed by the Card Member in writing to MasterCard directly and RBL Bank will not entertain any communication in this regard.
- 10. RBL Bank shall not be liable for any loss or damage whatsoever that may be suffered or for any personal injury that may be suffered to a Card Member directly or indirectly by use or non-use of products/services availed of under this program
- 11. RBL Bank reserves the absolute right to withdraw and discontinue the program at any time without assigning any reasons or without giving any prior notice in writing or otherwise to Card Member.
- 12. Any person taking the advantage of this program shall be deemed to have read, understood and accepted these terms and conditions.
- 13. Any term and condition applicable to this program which is illegal, prohibited or unenforceable under any law or regulations shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining terms and conditions.

This offer is subject to the applicable Terms and Conditions (T & Cs)

City	Golf Clubs	Golf Learning Facilities/Driving Range	
Ahmedabad	Kalhaar Blues and Greens	Kalhaar Blues and Greens	
Bangalore	Clover Greens Golf Club	Touche Golf Academy	
Chennai	Madras Gymkhana Club (Guindy)	AKDR Golf Village	
Chandigarh/PanchkulaPanchkula	Golf Club	Chandigarh Golf Academy	
Delhi NCR-Gurgaon	Golden Greens Golf Club	Golden Greens Golf Club	
Delhi NCR-Gurgaon	ITC Classic Golf Resort	ITC Classic Golf Resort	
Delhi NCR -Noida	Jaypee Greens Golf Club	Jaypee Greens Golf Club	
Hyderabad	Boulder Hills Golf Club	Boulder Hills Golf Club	
Mumbai	Aamby Valley	Golf Next Academy at Golden Swan Country Club /	
Mumbai	Willingdon Sports Club	Golf Next Academy at Lodha Golf Links, Dombivali	
Pune	Oxford Golf Club	Poona Golf Club / First Tee Golf Academy	

The list of golf clubs, golf learning facilities etc are subject to change as may be warranted at the discretion of MasterCard / or CONTRACTOR (Apexlynx).

#### CANCELLATION POLICY FOR GOLF BOOKINGS - WEEKDAY

- 1. Cancellation must be made more than 1 (ONE) day in advance prior to tee-off date not counting the date of the confirmed booking
- 2. Penalty for Breach of Cancellation Condition 100% Penalty equivalent to amount of published Walk-In Green Fees at that Club

#### CANCELLATION POLICY FOR GOLF BOOKINGS - WEEKDAY

- 1. Cancellation must be made 2 (TWO) days in advance prior to tee-off date not counting the date of the confirmed booking
- Penalty for Breach of Cancellation Condition 100% Penalty equivalent to amount of the published Walk-In Green Fees at that Club Golf Lessons – Domestic Access and Privileges
  - RBL Bank IGU NHS Golf World Credit Card cardholders can enjoy complimentary, all week around, unlimited golf lessons at the below prestigious golf ranges across the country

#### 27.5 Terms & Conditions for Complimentary Golf Lessons

- All Principal RBL Bank IGU NHS Golf World Credit Card Cardholders may enjoy Complimentary golf lessons /golf coaching at select locations in India on Weekdays & Weekends. A Cardholder may not enjoy the benefit of more than one golf lesson on any one day.
- 2. Acceptance of all bookings for Golf Lessons / Golf Coaching are subject to availability and at the discretion of the Golf Instructors / Golf Coaches and / or the Golf Clubs / Driving Ranges
- 3. Cardholders must call the Golf Concierge to make bookings for Golf lessons / golf coaching.
- 4. Bookings shall be subject to availability of the Golf Instructor / Golf facilities.
- 5. The MasterCard golf program cannot be used by Cardholders or their guests in conjunction with any other promotional golf program.
- 6. To the fullest extent permissible by law, MasterCard will ensure that each participating MasterCard cardholder releases CONTRACTOR (Apexlynx) from any claim, loss, damage, cost or expense including any claim for legal expenses sustained or incurred by him/her in connection with their participation in the program.
- 7. CONTRACTOR (Apexlynx) does not underwrite or warrant the services performed by the golf courses and / or the golf instructor(s) and shall not have any liability for any deficiency, delay or imperfection in such services or for any loss or damage that may be suffered, or for any personal injury to a customer directly or indirectly by use or non-use of the services provided by the golf club and / or the golf instructor.

#### 27.6 Cancellation Policy - Golf Lessons / Clinics

- 1. Cancellation must be made 2 (TWO) days in advance prior to golf lesson
- Penalty for Breach of Cancellation Condition 100% Penalty equivalent to amount of published Walk-In charges payable for a Golf Lesson at that Club

#### 27.7 Priority Pass Terms and Conditions

- 1. This offer is applicable to RBL Bank IGU NHS Golf Credit Card, primary card members only.
- In case primary card members are visiting a lounge with some other people, the other card persons will treated as guests and hence will invite charges.
- 4. The Priority Pass Card is not transferable and is only valid up to its date of expiry and when it has been signed by the Card holder.
- 5. The Priority Pass Card is not a payment Card nor is it proof of creditworthiness and attempts to use it as such could constitute fraud.
- Admittance to the lounges is conditional upon presentation of a valid Priority Pass Card only. Payment Cards will not be accepted as substitutes for the Priority Pass Card.
- 7. Customers will have to pay lounge visit charges of upto \$ 27. These charges will be billed to the card account. These charges can be billed upto a period 12 months to the card accounts on presentation by Priority Pass from date of visit of lounge by the card member.
- 8. For the full list of valid airport lounges, please refer to www.prioritypass.com.
- Standard terms and conditions governing the use of Priority Pass Membership apply. Please visit http://www.prioritypass.com/ Conditions-of-use.cfm for more information.
- 10. In case of dispute please call the call center to raise a charge back.

#### 27.8 Concierge Terms and Condition

- 1) RBL Bank Bank IGU NHS Golf World Credit Card holders can call the concierge for assistance with following services
  - a. Golf Course Referral and Reservation Assistance
  - b. Car Rental and Limousine Referral and Reservation Assistance
  - c. Hotel Referral and Reservation Assistance
  - d. Business Services
  - e. Special Events and Performance Assistance
  - f. Spa, Fitness Center and Sports Center Information and Referral Assistance
  - g. Dining Referral and Reservation Assistance
  - h. Flower and Gift Delivery Assistance
- 2) The Services provided by International SOS Services (India) Pvt. Ltd and are rendered in India only.
- 3) International SOS Services (India) Pvt. Ltd. shall endeavour on a best effort basis to provide the Services by any assistance service and intervention depends upon, and is subject to local resource availability and must remain within the scope of national and international law and regulations.

- 4) International SOS Services (India) Pvt. Ltd shall provide users with 24 hours a day, 7-days a week access to Hindi and English speaking Operations Coordinators via a fully-manned International SOS Services (India) Pvt. Ltd Concierge desk. For the avoidance of doubt, users shall only contact the International SOS Services (India) Pvt. Ltd Alarm Centre to request for services.
- 5) When immediately available, International SOS Services (India) Pvt. shall provide the services to the user whilst the user is on the telephone. In all other cases, International SOS Services (India) Pvt. Ltd will provide the information by the quickest possible means.
- 6) All referrals and assistance to the user are provided via a network of providers and International SOS holds no responsibility on their behalf, unless contracted.
- 7) All calls are recorded and are proprietary.
- 8) Calls made from outside India will not be toll-free. International calling charges will apply Multiple Rewards: RBL will extend from time to time 10 reward points for every Rs 100 on select merchants as per thee list updated on www.rblbank.com

# 27.9 Multiple Rewards: RBL will extend from time to time 10 reward points for every Rs 100 on select merchants as per the list updated on www.rblbank.com

- 1. Multiple rewards will be earned on all transactions at the selected mercahnts as per the list updated on www.rblbank.com
- Spends will be calculated only for settled transactions, basis the transaction date submitted by the Merchant Establishment/ Association (i.e. MasterCard). RBL Bank will not be held responsible if Merchant Establishment submits the transaction date as different from the actual date when the transaction was done.
- 3. Multiple Reward points will be credited to the Credit Card account within 30 days of the first usage of card
- RBL Bank reserves the right to extend or terminate any/all offers provided with the RBL Bank Platinum Rewards Card (the "Card") from time to time without prior notice.
- 5. RBL Bank reserves the right at any time, without prior notice, to add / alter / modify / change or vary all of these terms & conditions or to replace wholly, or in part, the offer(s) provided with the Card from time to time by another offer(s), whether similar to the modified/deleted offer or not, or to withdraw the said offer(s) altogether.
- 6. All disputes if any, arising out of or in conjunction with or as a result of this offer(s) provided with the Card from time to time or otherwise relating to the Card shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai irrespective of whether courts/tribunals in other areas have concurrent or similar jurisdiction.
- Reward Points will be awarded to a Cardmember for valid charges incurred on a valid Card. No. Further, only such Cardmember
  who are not delinquent on their Card payments shall be eligible for Reward Points. Reward Points shall not accrue on charges
  that are subsequently reversed.
- 8. No accumulation or redemption of Reward Points will be permissible if, on relevant date, the Card has been withdrawn or cancelled or is liable to be cancelled or if the account of the Cardmember is a delinquent account or if there is any breach of any clause of the detailed in the RBL Card Member Agreement RBL Bank's computation of Reward Points shall be final, conclusive and binding on Cardmember and will not be liable to be disputed or questioned, save and except in case of manifest error.
- The Terms & Conditions of the Offer shall be in addition to and not in substitution of/derogation to, the Cardmember Terms & Conditions governing the card.
- 10. The use of the card by the Cardmember will be deemed to be acceptance of these Terms and Conditions in addition to the Card Member Agreement governing the card and the Cardmember understands and agrees to be unconditionally bound by the same. The Offer is valid only if the Card member's RBL Bank Card Account continues to be in good standing and the minimum payment due continues to reach us before the payment due date
- 11. Promotional rewards will be earned on all transactions which earn rewards as specified in the card member agreement.
- 12. These points will be credited to customer account after the membership fee has been paid.
- 13. Spends will be calculated basis the posting date submitted by the Merchant Establishment/Association (i.e. Visa/ MasterCard).
  RBL Bank will not be held responsible if Merchant Establishment submits the transaction date as different from the actual date when the transaction was done.
- 14. Promotional Reward points will be credited to the Credit Card account within 30 days of the first usage of card
- 15.RBL Bank reserves the right to extend or terminate any/all offers provided with the RBL Bank Platinum Rewards Card (the "Card") from time to time without prior notice.
- 16.RBL Bank reserves the right at any time, without prior notice, to add / alter / modify / change or vary all of these terms & conditions or to replace wholly, or in part, the offer(s) provided with the Card from time to time by another offer(s), whether similar to the modified/ deleted offer or not, or to withdraw the said offer(s) altogether.
- 17. All disputes if any, arising out of or in conjunction with or as a result of this offer(s) provided with the Card from time to time or otherwise relating to the Card shall be subject to the exclusive jurisdiction of the competent courts/tribunals in Mumbai irrespective of whether courts/tribunals in other areas have concurrent or similar jurisdiction.
- 18. Reward Points will be awarded to a Cardmember for valid charges incurred on a valid Card. No. Further, only such Cardmember who are not delinquent on their Card payments shall be eligible for Reward Points. Reward Points shall not accrue on charges that are subsequently reversed.
- 19.No accumulation or redemption of Reward Points will be permissible if, on relevant date, the Card has been withdrawn or cancelled or is liable to be cancelled or if the account of the Cardmember is a delinquent account or if there is any breach of any clause of the detailed in the RBL Card Member Agreement RBL Bank's computation of Reward Points shall be final, conclusive and binding on Cardmember and will not be liable to be disputed or questioned, save and except in case of manifest error.
- 20. The Terms & Conditions of the Offer shall be in addition to and not in substitution of/derogation to, the Cardmember Terms & Conditions governing the card.
- 21. The use of the card by the Cardmember will be deemed to be acceptance of these Terms and Conditions in addition to the Card Member Agreement governing the card and the Cardmember understands and agrees to be unconditionally bound by the same. The

Offer is valid only if the Card member's RBL Bank Card Account continues to be in good standing and the minimum payment due continues to reach us before the payment due date

#### 28. RIGHT TO SET OFF /BANKER'S LIEN

28.1 In the event of You delaying or being unable to settle the Credit Card outstanding, as provided in this Agreement, for any reason whatsoever, You expressly and unconditionally authorise the Bank to set off and adjust any such outstanding against any property or assets in the possession of the Bank from time to time, including but not limited to, Savings Account(s), Current Account(s), and Term Deposit Account(s) that You may have with us individually or jointly, or any amount that may be payable by Us in any capacity to You on any account whatsoever. The Bank shall have a lien over all Your assets in possession of the Bank as per law.

#### 29. WAIVER/ACQUIESCENCE

29.1 No delay in exercise or omission to exercise any right, power or remedy accruing to the Bank upon any default under this Agreement, or any other agreement or document, shall impair any such right, privilege, power or remedy, nor shall it be construed to be a waiver/ forbearance thereof or any acquiescence in such default, nor shall the action or inaction of the Bank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of the Bank in respect of any subsequent or similar default.

#### 30. ARBITRATION

30.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be resolved by referring the dispute to a sole Arbitrator, appointed by a designated officer of the Bank under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

The seat of arbitration shall be Mumbai, India. The arbitration proceedings shall be in English language.

#### 31. JURISDICTION AND GOVERNING LAW

- 31.1 All disputes arising out of and/or relating to this Cardmember Agreement shall be subject to the exclusive jurisdiction of competent courts at Mumbai, India. This shall not, however, limit the rights of the RBL Bank to file/take proceedings in any other court of competent jurisdiction.
- 31.2 This Agreement shall be governed by the laws of India.

#### 32. REFERENCES

32.1 Reference to any gender shall include all genders and reference to single number shall include reference to plural numbers and vice versa in context thereto.

#### 33. ACCEPTANCE

- 33.1 You have read and understood the entire Cardmember Agreement, and the Most Important Terms and Conditions and agree to be bound by all the conditions stated herein.
- 33.2 You accept that terms and conditions, and other documents with regard to Credit Card have been explained in the language understood by You and that You have understood the entire meaning of various clauses.
  - The Code of Bank's Commitment to Customers is available on our website www.rblbank.com You can also get a copy of the code from any of the Bank branches or ask the same to be mailed to you at Customer Service 24 hour Toll Free number.
- 33.3 This MITC is valid as per 16th April 2015. MITC may be updated periodically, please always refer to our website www.rblbank.com for the latest version of the MITC.

